City of Lubbock, Texas
Regular City Council Meeting
March 26, 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.

9:00 a.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. Dan Wilson Homes, Inc. v. Kristen Sager, in her official capacity as Director of Planning and Zoning for the City of Lubbock, Egenbacher Real Estate LC, and 11601 Slide LP, Cause No. DC-2024-CV-0167, in the 99th District Court, Lubbock County, Texas

1. 1. 2. Vital Statistics

1. 1. 3. Cybersecurity

1. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals.

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

1. 3. 1. City Attorney

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 26, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. January 24, 2024 Special City Council Meeting - Lubbock Economic Development Alliance
February 12, 2024 Special City Council Meeting - Electric Utility Board
February 27, 2024 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0024, 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. 1. 1. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 17786, with Thunder Pump Service, for installation of a new water well system at the Berl Huffman Athletic Complex.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 14, amending the FY 2023-24 Budget for municipal purposes regarding the reallocation of American Rescue Plan Act (ARPA) funding for the Internal Service Capital Project Fund, General Capital Project Fund, and the Water Capital Project Fund; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 16, amending the FY 2023-24 Budget for municipal purposes respecting the Donations Fund; providing for filing; and providing for a savings clause.

5. 3. 1. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to accept a donation in the amount of $47,398.72 from Lubbock Experience, Inc., for the maintenance and repairs of the Tornado Memorial located at the corner of Avenue Q and Glenna Goodacre Boulevard.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 17, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 18, amending the FY 2023-24 Budget for municipal purposes respecting the General Capital Project Fund; providing for filing; and providing for a savings clause.

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 19, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

5. 7. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 20, amending the FY 2023-24 Budget for municipal purposes respecting the Water Capital Project Fund; providing for filing; and providing for a savings clause.

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, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $41,490.00.

5. 9. **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. 10. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, layered excess liability insurance coverage (the Program) from Texas Insurance Company (35.714% of the Program) and Upland Specialty Insurance Company (64.286% of the Program), for which the premium amount shall not exceed $422,928.01 and $761,280.09, respectively.

5. 11. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Insurance Company, for which the premium amount shall not exceed a rate of $0.0036 per $100 equipment valuation.

5. 12. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Underwriters at Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0033 per $100 valuation.

5. 13. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with Lloyd's – HCC Insurance; Lloyds-Fidelis Insurance; StarStone Specialty Insurance; Sutton Specialty Insurance; Lexington Insurance; Fidelis; Arch Specialty Insurance; Palms Specialty Insurance; Evanston Insurance Company; Kinsale Insurance Company; Axis Surplus Insurance Company; James River Insurance; Texas Insurance Company; Trisura Specialty; Harleysville Insurance Company of New York; Mitsui Sumitomo; Landmark American Insurance and AXA XL Insurance Companies, for which the premium shall not exceed a rate of $0.3016 per $100 of valuation.

5. 14. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, Network Security and Privacy Insurance coverage from Crum & Forster Insurance Company, for which the premium amount shall not exceed $110,500.

5. 15. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute a contract with Kroll, LLC, for appraisal services of City-owned property.

5. 16. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Duncan Bradley Green, located at 504 Avenue G, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 17. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Duncan Bradley Green, located at 504 Avenue G, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 18. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Q-505 dba Double Tree Lubbock University Area, located at 505 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 19. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Chuck Chapman Electric, Inc., dba CC Electric, located at 1219 Avenue A, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 20. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Woodberry Investments, LLC, located at 3532 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 21. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to Vulpes Group Holding Corporation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 22. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 17662, with West Texas Services, Inc. dba Tom's Tree Place, for installation of water well and electrical equipment protective coverings for Public Improvement Districts.

5. 23. **Resolution - Business Development:** Consider a resolution authorizing the City Manager to approve an Extension of Construction Time in connection with that certain City Tax Abatement Agreement No. 17471, with Dura-Line, LLC.

5. 24. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way abutting Lot 8, Block 4, Clutter Addition to the City of Lubbock, Lubbock County, Texas.

5. 25. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way abutting, Block 10, Morning Side Addition to the City of Lubbock, Lubbock County, Texas.

5. 26. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of street and alley right-of-way abutting, Block 136 and 137, Original Town of Lubbock Addition to the City of Lubbock, Lubbock County, Texas.

5. 27. **Resolution - Right-of-Way:** Consider a resolution authorizing the mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and NBB Investments LLC, regarding property located on the north side of 50th Street, between Gary Avenue and Flint Avenue.

5. 28. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 17870, and all related documents, with Utility Contractors of America, Inc., for Water Line Change Out Phase 6.

5. 29. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 17967, with Kimley-Horn and Associates, Inc., for providing professional services for the Unpaved Roads Improvements Project.

5. 30. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Development Agreement Contract 17488, with Red Canyon Development, LLC, 146th & Quaker, LLC, Chad Michael Henthorn, 14th Texas Real Estate, LLC., and Bushland Springs, LLC., for the construction of a portion of Quaker Avenue, from 146th Street to Woodrow Road.

5. 31. **Resolution - Water Utilities:** Consider a resolution ratifying the actions of the City Manager, in executing Purchase Order 22105341, for the emergency purchase of 720 Memcor Membrane Modules from Du Pont (FilmTec Corporation), to replace failed membrane modules and to restore full production capability of the South Water Treatment Plant.

5. 32. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0025, amending Article 28.09 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Building Code.

5. 33. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0026, amending Article 28.10 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Plumbing Code.

5. 34. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0027, amending Article 28.11 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Mechanical Code.

5. 35. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0028, amending Article 28.12 of the City of Lubbock Code of Ordinances with adoption of the 2020 National Electrical Code.

5. 36. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0029, amending Article 28.14 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Residential Code.

5. 37. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0030, amending Article 28.15 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Fuel Gas Code.

5. 38. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0031, amending Article 28.16 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Energy Conservation Code.

5. 39. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0032, adding Article 28.17 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Existing Building Code.

5. 40. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0033, adding Article 28.18 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Swimming Pool and Spa Code.

5. 41. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2024-O0034, 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.

5. 42. **Ordinance 2nd Reading - Lubbock Fire Rescue:** Consider Ordinance No. 2024-O0035, 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.

5. 43. **Resolution - Planning:** Consider a resolution, pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, releasing the area described as Property I.D. R135889 by the Lubbock County Appraisal District, otherwise known as 5127 Woodrow Road, from the Extra-Territorial Jurisdiction (ETJ) of the City of Lubbock.

5. 44. **Resolution - Code Enforcement:** Consider a resolution authorizing the Mayor to execute Contract 17769, with Matthews Backhoe, Inc., for the demolition of the Coronado Apartments located at 1714 East Broadway.

5. 45. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17844, with PondMedics, Inc., for Cattail Removal and Control throughout the Jim Bertram Canyon Lakes System.

5. 46. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 17817 with Green Plains Design, for turf management and mowing of Group 5 & 10 - Class C Parks and Properties.

5. 47. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Lubbock, on behalf of the Lubbock Police Department, as it relates to the Lubbock Regional ATF Task Force.

5. 48. **Ordinance 1st Reading - City Secretary:** Consider an ordinance declaring the unopposed candidate in the May 4, 2024, Special Election to fill a vacancy in City Council District No. 3, to be elected to office and canceling said Special Election, providing a savings clause, and providing an effective date.

5. 49. **Ordinance 2nd Reading - City Manager:** Consider Ordinance No. 2024-O0036, 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.

5. 50. **Resolution - City Manager:** Consider a resolution ratifying the acts of the City Manager in executing an application for the Texas State and Local Cybersecurity Grant Program.

5. 51. **Resolution - City Manager:** Consider a resolution establishing a policy to permit developers to be credited for impact fees assessed in a service area for all developments being constructed by a developer within that service area.

6. **Regular Agenda**

6. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 0804-C, a request of Westar Commercial Realty for Cross Timber Land Holdings, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 219 and 301 Regis Street, located south of Regis Street and west of North Interstate 27, on 3.524 acres of land including Teal Addition, the south portion of the east 173.17 feet of Lot 5, and Teal Addition, the south portion of Lot 8, and the South portion of the west 86.73 feet of Lot 5 and approximately 2.40 acres of unplatted land out of Block A, Section 9, and consider an ordinance.

6. 2. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 2565-G, a request of DLC Designs, LLC for JGK, LLC, for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at 2728 and 2730 Texas Avenue, located west of Texas Avenue and north of 29th Street, Texas Avenue Addition, Block 1, Lots 1 and 2, and consider an ordinance.

6. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 3497, a request of Martin Meza for Beatriz Torres, for a Neighborhood Infill Overlay District (NIO) on property zoned Low Density Single-Family District (SF-2), at 2402 East 29th Street, located south of East 29th Street and east of Walnut Avenue, Manhattan Heights Addition, Lot 249, and consider an ordinance.

6. 4. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3298-E, a request of Hugo Reed & Associates for Ford Development, for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at 14202, 14204, 14206, 14208, 14210, 14212, 14214 and 14216 Indiana Avenue, south of 141st Street and west of Indiana Avenue, Eastwick Commercial Addition, Tracts B-1-A through B-3-C, and consider an ordinance.

6. 5. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 2985-E, a request of Seventeen Services, LLC for Cody Craig Custom Homes, LLC, for a zone change from High Density Residential District (HDR) to Neighborhood Commercial District (NC) and Low Density Single-Family (SF-2), generally located North of 114th Street and west of Elkhart Avenue, on 7.44 acres of unplatted land out of Block E2, Section 25, and consider an ordinance.

6. 6. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3498, a request of Hot and Juicy Seafood, LLC for Texas Brothers, LLC, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5004 Frankford Avenue, Suite 460-A, located west of Frankford Avenue and south of 50th Street, Frankford Business Park Addition, Lots 4-A and 5, and consider an ordinance.

6. 7. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2573-T, a request of Parkhill for UMC Health System, for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 5406 Colgate Street, located north of Colgate Street and west of North Slide Road, North Park Addition, Tract K-1, and consider an ordinance.

6. 8. **Ordinance 1st Reading - City Council:** Consider an ordinance amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", Article 22.04 "Wastewater System" of the Code of Ordinances of the City of Lubbock, Texas, in order to delineate sewer line repair and maintenance responsibilities.

AI# 12383
Regular City Council Meeting **4. 1.**
03/26/2024:

Information

Agenda Item

January 24, 2024 Special City Council Meeting - Lubbock Economic Development Alliance
February 12, 2024 Special City Council Meeting - Electric Utility Board
February 27, 2024 Regular City Council Meeting

Item Summary

January 24, 2024 Special City Council Meeting - Lubbock Economic Development Alliance
February 12, 2024 Special City Council Meeting - Electric Utility Board
February 27, 2024 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

1.24.2024 S LEDA
2.12.2024 S EUB
2.27.2024

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
January 24, 2024
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 24th of January, 2024, at the McDougal Companies Building, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas at 8:30 a.m.

8:33 A.M. CITY COUNCIL CONVENED
McDougal Companies Building, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas

Present: Mayor Tray Payne; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; Senior Assistant City Attorney Kelli Leisure

Absent: Mayor Pro Tem Shelia Patterson Harris; Council Member Dr. Jennifer Wilson

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

Note: City Council addressed agenda items in the following order:
- *Executive Session*
- *No quorum, of City Council, was present for all other items.*

1. MINUTES

***This item was deleted.**

1. 1. The Board will approve the minutes of the meeting of the Board of Directors of November 29, 2023.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:34 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:22 a.m. and adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports of Carolyn Rowley, Director of Business Retention & Innovation, David Rushing, Director of Business Recruitment, and reports related to

financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring properties and workforce/training projects. Others may also participate in this report including, but not limited to, John Osborne, Jana Johnston, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, Chris Rankin, Morgan Finney, Mayor Tray Payne, Mr. Jarrett Atkinson, City Manager, members of City Council and Brianna Brown, Director of Business Development with the City of Lubbock.

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

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

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

3. REGULAR SESSION

3. 1. The Board will consider a resolution to approve the November and December 2023 LEDA Financial Report.

***This item was deleted.**

3. 2. The Board will consider a resolution to approve Fiscal Year 2022-2023 LEDA Financial Audit prepared by accounting firm, Bolinger, Segars, Gilbert & Moss, L. L. P.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

3. 5. 1. Ratify Addendum to Dura-Line Performance Agreement.

***This item was deleted.**

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

***This item was deleted.**

3. 6. 1. Discussion of maintenance contract and the Board's recommendation to award the Lubbock Business Park Maintenance Contract for the Medians.

***This item was deleted.**

3. 6. 2. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 6. 3. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 6. 4. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 6. 5. Discuss and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

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

***This item was deleted.**

3. 6. 7. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 7. Architectural Review Committee Report

***This item was deleted.**

3. 8. CEO Report

***This item was deleted.**

3. 8. 1. LEDA Dashboard

***This item was deleted.**

3. 8. 2. Employment Data Report

***This item was deleted.**

3. 9. Chairman's Report

***This item was deleted.**

9:22 A.M. CITY COUNCIL ADJOURNED

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

The January 24, 2024 Special City Council Meeting minutes were approved by the City Council on the 26th day of March, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

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

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 12, 2024
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 12th of February, 2024, at the Overton Hotel & Conference Center, 2322 Mac Davis Ln, 2nd Floor, Horizon Ballroom B, Lubbock, Texas at 11:00 a.m.

11:05 A.M. CITY COUNCIL CONVENED
Overton Hotel & Conference Center, 2322 Mac Davis Ln, 2nd Floor, Horizon Ballroom B, Lubbock, Texas

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

Absent: Council Member Dr. Jennifer Wilson

Note: City Council addressed agenda items in the following order:
- *Public Comment 1; and 2.1-2.1.10.*

1. PUBLIC COMMENT

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

No one appeared to speak.

2. REGULAR SESSION

2. 1. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light before, during, and after its transition to competitive retail choice, covering all aspects and facets of the utility, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it exists today, and as it transitions to and after operates in the competitive retail market. Topics included in the foregoing discussion may include, but are not limited to, the following:

2. 1. 1. Director of Electric Utilities strategic goals and objectives

2. 1. 2. Marketing and public relations

2. 1. 3. Key performance indicators, accountability standards, and goals related thereto

2. 1. 4. Community involvement and engagement

2. 1. 5. LP&L's goals for its budget during and after it transitions to retail competition

2. 1. 6. Education and training of staff during and after the transition to retail competition

2. 1. 7. Interaction with and customer service for Retail Electric Providers

2. 1. 8. Goals for outages and response times as part of the planning process

2. 1. 9. Other opportunities to increase LP&L's value

2. 1. 10. Next steps related to Strategic Planning

Joel Ivy, director of electric utilities; Harvey Hall, chief financial officer for LP&L; Carolyn Shellman, interim general counsel for LP&L; Blaire McGinnis, chief operating officer for LP&L; Clint Gardner, chief customer officer for LP&L; Matt Rose, public affairs and government relations manager for LP&L; and Chris Sims, chief performance officer for LP&L, gave presentations and answered questions from the Board:

Blu Kostelich, chief financial officer for the City of Lubbock; and Luke Miller, engineering manager for LP&L, gave comments and answered questions from the Board.

11:00 a.m. – Approximately - *The Electric Utility Board will convene in open session to discuss the items listed above in item 2. It is anticipated that the open session will begin and then the Electric Utility Board will break at approximately* ***12:00 p.m.*** *to the stairwell located in the Overton Convention Center for a photo then reconvene into open session. No public business will be discussed during this break. It is anticipated that the Electric Utility Board will reconvene in open session at approximately* ***12:30 p.m.*** *to continue the topics listed above in item 2. However, this is an approximation and the Board may begin the open session earlier or later depending on when the break is complete.*

1:21 P.M. CITY COUNCIL ADJOURNED

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

The February 12, 2024 Special City Council Meeting minutes were approved by the City Council on the 26th day of March, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 27, 2024
8:30 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of February, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 8:30 a.m.

8:30 A.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; Mitch Satterwhite, First Assistant City Attorney

Note: City Council addressed agenda items in the following order:
- *Executive Session; Citizen Comments 2; 3.1; 4.1-4.2; Citizen Comments 5; 6.1; 7.1-7.29; and 8.1-8.2.*

1. Executive Session

The meeting recessed at 8:31 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:30 p.m., and the meeting was called to order at 2:02 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. Memorial Center, Block 7, Lot 2A

1. 1. 2. Original Town Lubbock, Block 87, Lots 1-20

1. 1. 3. Original Town Lubbock, Block 7, Lots 9-12

1. 1. 4. 5102 29th Drive, Lubbock, Texas 79407

1. 1. 5. Lake 7

1. 1. 6. Discuss Chapter 395 of the Texas Local Government Code and applicable City ordinances

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. Memorial Center, Block 7, Lot 2A

1. 2. 2. Original Town Lubbock, Block 87, Lots 1-20

1. 2. 3. Original Town Lubbock, Block 7, Lots 9-12

1. 2. 4. 5102 29th Drive, Lubbock, Texas 79407

1. 2. 5. Lake 7

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

1. 3. 1. City Attorney

1:30 p.m. - City Council reconvenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

City Council reconvened at 1:30 p.m.

2. **Citizen Comments - Any citizen wishing to address the City Council in person, regarding Item 3.1., as posted on the City Council Work Session, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m. on February 27, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

No one appeared to speak.

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

3. 1. Presentation of the Annual Comprehensive Financial Report

Blu Kostelich, chief financial officer, introduced the item, gave comments, answered questions from City Council.

Jennifer Ripka, engagement partner with Weaver, gave a presentation and answered questions from City Council on the FY 2022-23 Annual Comprehensive Financial Report as it relates to

the audit process, audit cycle, and audit results and communications.

Mr. Kostelich gave a presentation on the FY 2022-23 Annual Comprehensive Financial Report as it relates to General Fund revenues, expenditures, fund balance and current ratios; Enterprise Funds including water/wastewater, the airport, and stormwater; and the City of Lubock debt profile, pensions, and investments results.

2:00 p.m. - Regular Session

City Council reconvened at 2:00 p.m.

4. Ceremonial Items

4. 1. Invocation

Becky Robertson, executive director of Lubbock Impact, Inc., led the invocation.

4. 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 2:02 p.m.

5. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on February 27, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

6. Minutes

6. 1. January 23, 2024 Regular City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the January 23, 2024 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Steve Massengale, to approve items 7.1-7.29.

Vote: 7 - 0 Motion carried

7. 1. **Budget Ordinance Amendment 2nd 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.

7. 2. **Budget Ordinance Amendment 2nd 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.

7. 2. 1. **Resolution - Public Health Services:** Resolution No. 2024-R0083 authorizing the Mayor to execute Amendment No. 3 to the Department of State Health Services (DSHS) Contract No. HHS001019500024, and all related documents, under the Vaccination Capacity Grant Program, by and between the City of Lubbock, and the State of Texas, acting by and through DSHS.

7. 2. 2. **Resolution - Public Health Services:** Resolution No. 2024-R0084 authorizing the Mayor to execute Contract No. 2024-011610, and all related documents, by and between the City of Lubbock and the National Association of County and City Health Officials, to enhance the programmatic activities of the Centers for Disease Control Grant #6 NU38OT000306-04-01.

7. 3. **Budget Ordinance Amendment 2nd 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.

7. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0023, 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.

7. 5. **Resolution - Finance:** Resolution No. 2024-R0085 accepting the City of Lubbock Annual Comprehensive Financial Report (ACFR) for Fiscal Year ended September 30, 2023.

7. 6. **Resolution - Business Development:** Resolution No. 2024-R0086 authorizing the Mayor to execute Contract 17710, with Playgrounds, Etc., for engineered wood fiber mulch for Public Improvement District playgrounds.

7. 7. **Ordinance 2nd 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.

7. 8. **Ordinance 2nd 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.

7. 9. **Ordinance 2nd 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.

7. 10. **Resolution - Right-of-Way:** Resolution No. 2024-R0087 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one Street, Public Use, and Right-of-Way Dedication Deed, and all related items, in connection with certain real property located in the Section 38, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for the Upland Avenue, from 34th Street to 50th Street Roadway Project.

7. 11. **Resolution - Right-of-Way:** Resolution No. 2024-R0088 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one Street, Public Use, and Right-of-Way Dedication Deed, and all related documents, in connection with certain real property located in Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for the Upland Avenue, from 34th Street to 50th Street Roadway Project.

7. 12. **Resolution - Right-of-Way:** Resolution No. 2024-R0089 authorizing the Mayor to execute an assignment by T-Mobile USA, Inc. to Victory Bank, of the Lease and the Amendment thereto, and related documents, regarding a parcel of land located on the west side of Quaker Avenue between 22nd Place and 23rd Street.

7. 13. **Resolution - Engineering:** Resolution No. 2024-R0090 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17035, by and between the City and Parkhill, for engineering services for the design of 146th Street, from Quaker Avenue to Indiana Avenue-22B Capital Improvements Project.

7. 14. **Resolution - Public Works Streets:** Resolution No. 2024-R0091 authorizing the Mayor to execute Contract 17747, with Lone Star Dirt and Paving, Ltd., for the 2024 Street Maintenance Program, Asphalt Repair and Patching Project.

7. 15. **Resolution - Public Works Streets:** Resolution No. 2024-R0092 authorizing the Mayor to execute Contract 17751, with Digg Commercial, LLC, for the 2024 Street Maintenance Program, Concrete Repair and Patching Project.

7. 16. **Resolution - Community Development:** Resolution No. 2024-R0093 rejecting any and all bids received for the demolition of the Coronado Site pursuant to ITB-24-17818-TF, and ordering that no contract be entered into, pursuant to said invitation to bid.

7. 17. **Resolution - Aviation:** Resolution No. 2024-R0094, recommendation authorizing the Mayor to execute Purchase Order 25101683, with Runway Safe, Inc., for the Continuous Friction Testing Equipment at Lubbock Preston Smith International Airport.

7. 18. **Resolution - Aviation:** Resolution No. 2024-R0095 authorizing the Mayor to execute an agreement with Turo, Inc., for Peer-to-Peer Vehicle Sharing at Lubbock Preston Smith International Airport.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council. Kelly Campbell, executive director of aviation, introduced Aaron Baza. Aaron Baza, airports team with Turo, Inc., gave comments and answered questions from City Council.

7. 19. **Resolution - Information Technology:** Resolution No. 2024-R0096 authorizing the Mayor to execute Purchase Order 33001825, with Mythics, Inc, for a three-year renewal of Oracle software licenses, maintenance, and support, for JD Edwards Enterprise One Capital Asset Management.

7. 20. **Resolution - Fleet:** Resolution No. 2024-R0097 authorizing the Mayor to execute Purchase Order 31079901, with Romco Paving Equipment, for the purchase of a low-profile cement silo for the Water Distribution & Maintenance Department.

7. 21. **Resolution - Police:** Resolution No. 2024-R0098 authorizing the Mayor to execute an Amendment to the current Commercial Lease dated March 23, 2017, and all related documents, with BR Griffin Oil & Gas, LTD, for the use of property and structures.

7. 22. **Resolution - Lubbock Power and Light:** Resolution No. 2024-R0099 authorizing the Chief Administrative Officer, or his designee, to execute the Seventh Amendment to the Professional Services Agreement dated May 29, 2018, by and between the City of Lubbock, acting by and through Lubbock Power and Light (LP&L), and TMG Utility Advisory Services, Inc., for an additional year to support staffing services, to sustain certain LP&L software programs.

7. 23. **Resolution - City Council:** Resolution No. 2024-R0100 appointing Mitchell Satterwhite as Interim City Attorney for the City of Lubbock, effective March 1, 2024.

7. 24. **Resolution - City Manager:** Resolution No. 2024-R0101 authorizing the Mayor to execute an ARPA Funding Agreement between the City of Lubbock and Ending Community Homelessness Organization West Texas (ECHO WTX) for the purpose of enhancing supportive services for the homeless community and service providers.

7. 25. **Ordinance 2nd Reading - 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.

7. 26. **Ordinance 2nd Reading - 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.

7. 27. **Ordinance 2nd Reading - 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.

7. 28. **Ordinance 2nd Reading - 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.

7. 29. **Ordinance 2nd Reading - 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.

8. Regular Agenda

8. 1. **Ordinance 2nd Reading - 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.

Motion by Council Member Mark W. McBrayer, seconded by Council Member Latrelle Joy, to postpone this item to the August 27, 2024 Regular City Council Meeting.

Vote: 1 - 6 Failed

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

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

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

8. 2. **Resolution - Lubbock Power & Light:** Resolution No. 2024-R0102 amending the Fiscal Year 2023-24 Delivery Service Rate/Tariff Schedule pursuant to §2.03.415(a) of the City of Lubbock Code of Ordinances.

Harvey Hall, chief financial officer for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Steve Massengale, to approve Resolution No. 2024-R0102.

Vote: 7 - 0 Motion carried

2:29 P.M. CITY COUNCIL ADJOURNED

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

The February 27, 2024 Regular City Council Meeting minutes were approved by the City Council on the 26th day of March, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 12370
Regular City Council Meeting 5. 1.
03/26/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0024, 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

On March 5, 2024, the City Council approved the first reading of the ordinance.

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# 12357
Regular City Council Meeting 5. 1. 1.
03/26/2024:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 17786, with Thunder Pump Service, for installation of a new water well system at the Berl Huffman Athletic Complex.

Item Summary

The intent of this contract will be to install a reliable water source for the irrigation system at the Berl Huffman Athletic Complex to produce water for 194 watering zones, with 6 heads in each zone over 96 acres of land. This irrigation system waters 4 softball fields and 45 soccer fields. The contractor is responsible for drilling the wells, installing the wells in their entirety, and connecting the wells to the irrigation system.

The City advertised a Request for Proposals (RFP), and in response to RFP 24-17786-YB, one proposal was received. The following criteria was considered for the proposal: 50 maximum points for Cost, 20 points for Qualifications, 15 points for References, and 15 points for Time Line. The score for the sole proposal is as follows:

Contractor	Scores
Thunder Pump Services, Lubbock, Texas	100

Staff recommends awarding Contract 17786 to Thunder Pump Services of Lubbock, Texas, for $214,058.

Fiscal Impact

Contract 17786, for $214,058 is funded in Capital Improvement Project 92855 - Berl Huffman Water Well.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
CIP Budget Detail
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, a Public Works Contract per RFP 24-17786-YB, by and between the City of Lubbock and Thunder Pump Service, of Shallowater, Texas, for drilling and installing a Well at Berl Huffman, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

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.Bid Award- Thunder Pump Service
2.29.24

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: 2-16-24

PROJECT NUMBER: **RFP 24-17786-YB Well at Berl Huffman**

Proposal of THUNDER PUMP SERVICE (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 90 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 120 **(to Final Completion)**

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

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 Consecutive Calendar Days** with **final completion** within **120 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$25.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

City of Lubbock
Parks & Recreation
RFP 24-17786-YB
Well at Berl Huffman

Thunder Pump Service of Shallowater, TX

#	Items	QTY +/-	U/M +/-	Unit Price	Extended Cost
#0-1	Drilling/Installing a Well & Connecting the Well to the Irrigation System - Per Specifications.	1	LS	$ 214,058.48	$ 214,058.48

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

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

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

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

Date: 2-16-24

Authorized Signature

JOEL JONES
(Printed or Typed Name)

THUNDER PUMP SERVICE
Company

PO BOX 1425
Address

SHALLOWATER, LUBBOCK
City, County

TEXAS, 79363
State Zip Code

Telephone: 806 - 781-3937
Fax: 806 - 832-0964
Email: thunderpumpservice@gmail.com

FEDERAL TAX ID or SOCIAL SECURITY No.

47-2325553

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2024

Capital Project Number:	92855
Capital Project Name:	Berl Huffman Water Well

Encumbered/Expended	**Budget**
	$
Agenda Item March 26, 2024	
Thunder Pump Service - 17786	214,058
Encumbered/Expended To Date	214,058
Estimated Costs for Remaining Appropriation	
Engineering and Design	942
Remaining Appropriation	942
Total Appropriation	$ 215,000

Purchasing and Contract Management

Project Summary

RFP 24-17786-YB
Well at Berl Huffman

Notice was published in the Lubbock Avalanche Journal on January 28 & February 04, 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 21, 2024.
7 individuals attended the pre-proposal meeting.
24 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
1 vendor submitted proposal.

AI# 12332
Regular City Council Meeting 5. 2.
03/26/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 14, amending the FY 2023-24 Budget for municipal purposes regarding the reallocation of American Rescue Plan Act (ARPA) funding for the Internal Service Capital Project Fund, General Capital Project Fund, and the Water Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project (CIP) 8669, Job Training - American Rescue Plan Act (ARPA), by reducing the funding and appropriation by $280,000.
II. Amend CIP 8672, Arts - ARPA, by reducing the funding and appropriation by $208,230 and close CIP 8672.
III. Amend CIP 92806, West Lubbock Water System Expansion by increasing the appropriation and funding by $3,918,917. The funding is ARPA funds remaining of $208,230 from CIP 8672 Arts - ARPA, $280,000 from CIP 8669 Job Training - ARPA, $500,000 from ARPA contingency, and $2,930,687 from undesignated ARPA funds.
IV. Amend CIP 92759, Public Safety Improvements - ARPA, by increasing funding and appropriation by $72,346, from $3,850,000 to $3,922,346. The funding is from undesignated ARPA funds.
V. Amend CIP 92754, Cyber Security Infrastructure - ARPA, by increasing funding and appropriation by $9,500, from $2,240,500 to 2,250,000. The funding is from undesignated ARPA funds.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE INTERNAL SERVICE CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND AND THE WATER 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 #14) for municipal purposes, as follows:

I. Amend Capital Improvement Project (CIP) 8669, Job Training-ARPA, by reducing the funding and appropriation by $280,000.
II. Amend CIP 8672, Arts – ARPA, by reducing the funding and appropriation by $208,230 and close CIP 8672.
III. Amend CIP 92806, West Lubbock Water System Expansion by increasing the appropriation and funding by $3,918,917. The funding is ARPA remaining of $208,230 from CIP 8672 Arts-ARPA, $280,000 from CIP 8669 Job Training-ARPA, $500,000 from ARPA contingency, and $2,930,687 from undesignated ARPA funds.
IV. Amend CIP 92759, Public Safety Improvements-ARPA, by increasing funding and appropriation by $72,346, from $3,850,000 to $3,922,346. The funding is from undesignated ARPA funds.
V. Amend CIP 92754, Cyber Security Infrastructure-ARPA, by increasing funding and appropriation by $9,500, from $2,240,500 to 2,250,000. The funding is from undesignated ARPA funds.

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.Amend14.ord
March 13, 2024

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 16, amending the FY 2023-24 Budget for municipal purposes respecting the Donations Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate a $43,398.72 donation for the Tornado Memorial for repair of the fountain. This will be in the Donations Fund.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE DONATIONS 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 #16) for municipal purposes, as follows:

I. Accept and appropriate $43,398.72 Donation for the Tornado Memorial for the repair of the fountain. This will be in the Donations Fund.

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.Amend16.ord
March 4, 2024

AI# 12380
Regular City Council Meeting
03/26/2024:

5. 3. 1.

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to accept a donation in the amount of $47,398.72 from Lubbock Experience, Inc., for the maintenance and repairs of the Tornado Memorial located at the corner of Avenue Q and Glenna Goodacre Boulevard.

Item Summary

As part of the Downtown Revitalization Action Plan, the City Council approved a capital project in February 2016, to construct a Downtown Gateway Tornado Memorial, and they appropriated funding for the construction of the project. In June 2019, the City Council authorized the Mayor to execute a License Agreement with Lubbock Experience, Inc., a 501(c)(3) nonprofit organization, for the construction of the Tornado Memorial.

Lubbock Experience, Inc., assumed responsibility for the construction of the Memorial, with the opening date occurring on May 11, 2021. Significant private funds were raised for the project as well as a prior approval of funds from the Central Business District Tax Increment Financing zone. Upon completion of the Memorial, the license agreement expired and future maintenance of the site reverted to the City for long-term care and operation.

This resolution authorizes the remaining funds held by Lubbock Experience, Inc., to be transferred to the Parks Department for needed maintenance and repairs to the Tornado Memorial.

Fiscal Impact

The donation of $47,398.72 to the Parks and Recreation Donation Account is to assist with costs associated with the maintenance of the Tornado Memorial.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Donation Form

RESOLUTION

WHEREAS, Lubbock Experience, Inc., wishes to donate the amount of Forty-Seven Thousand Three Hundred Ninety-Eight Dollars and Seventy-Two Cents ($47,398.72) (the "Donation") in order to facilitate and assist the City in performing maintenance and repairs to the Lubbock Tornado Memorial located at the corner of Avenue Q and Glenna Goodacre Boulevard; and

WHEREAS, the City Council of the City of Lubbock, as the governing body of the City of Lubbock, believes that it is in the best interest of the health, safety and welfare of the citizens of Lubbock to accept the Donation; and

WHEREAS, the City wishes to accept the Donation in order to carry out a public purpose that benefits the public interest; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby accepts for and on behalf of the City of Lubbock a donation in the amount of Forty-Seven Thousand Three Hundred Ninety-Eight Dollars and Seventy-Two Cents ($47,398.72) for the purpose of providing maintenance and repairs to the Lubbock Tornado Memorial for the benefit of the citizens of the City; and

THAT the City Council shall approve any expenditures required to facilitate the acceptance and use of the Donation; and

THAT the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with the Donation to the City Manager of the City of Lubbock, or his designee.

Passed by the City Council on _____, 2024.

_____
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.Lubbock Experience, Inc.-Tornado Memorial Donation
3.7.24

City Of Lubbock

Donation Account Information Form

Department: Parks and Recreation

Donation Manager: Colby VanGundy

Donation Account Purpose: Maintenance and Repairs to the Tornado Memorial

Restrictions to donation account: Yes ☑ No ☐

If yes, explain: For use on the Tornado Memorial

Donor Letter Attached: Yes ☐ No ☑

Department Director

3-5-24
Date

Accounting Department Use Only:

Donation Subaccount: _____

Donation Revenue Account: _____

Donation Expense Accounts Available: _____

_____

_____

_____

AI# 12392
Regular City Council Meeting 5. 4.
03/26/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 17, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $220,509 from the Texas Department of State Health Services for the Immunization Locals Grant.
II. Accept and appropriate $77,938.70 from the Health and Human Services Commission (HHSC) for the Treatment for Adults Grant.
III. Accept and appropriate $219.33 from the Health and Human Services Commission (HHSC) for the Treatment of Youth Grant.
IV. Accept and appropriate $8,881.66 from the Health and Human Services Commission (HHSC) for the Treatment for the Specialized Female Grant.
V. Accept and appropriate $695.79 from the Health and Human Services Commission (HHSC) for the Co-occurring Psychiatric and Substance Use Disorders Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 17

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT 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 #17) for municipal purposes, as follows:

I. Accept and appropriate $220,509 from the Texas Department of State Health Services for the Immunization Locals Grant.
II. Accept and appropriate $77,938.70 from the Health and Human Services Commission (HHSC) for the Treatment for Adults Grant.
III. Accept and appropriate $219.33 from the Health and Human Services Commission (HHSC) for the Treatment of Youth Grant.
IV. Accept and appropriate $8,881.66 from the Health and Human Services Commission (HHSC) for the Treatment for Specialized Female Grant.
V. Accept and appropriate $695.79 from the Health and Human Services Commission (HHSC) for the Co-occurring Psychiatric and Substance Use Disorders Grant.

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

AI# 12400
Regular City Council Meeting
03/26/2024:

5. 5.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 18, amending the FY 2023-24 Budget for municipal purposes respecting the General Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92856, Municipal Museum Improvements, and appropriate funding in the amount of $126,537. Funding will be from the General Capital Project Fund.

Fiscal Impact

Included In Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL 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 #18) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92856, Municipal Museum Improvements, and appropriate funding in the amount of $126,537. Funding will be from the General Capital Project Fund.

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.Amend18.ord
March 7, 2024

AI# 12399
Regular City Council Meeting 5. 6.
03/26/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 19, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $274,430 from the U.S. Department of Energy (DOE) for the Energy Efficiency Community Block Grant (EECBG) Equipment Rebate Voucher Program.

Fiscal Impact

Included In Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT 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 #19) for municipal purposes, as follows:

I. Accept and appropriate $274,430 from the U.S. Department of Energy (DOE) for the Energy Efficiency Community Block Grant (EECBG) Equipment Rebate Voucher Program.

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 Kosielich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/Budget23-24.Amend19.ord
March 7, 2024

AI# 12408
Regular City Council Meeting
03/26/2024:

5. 7.

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 20, amending the FY 2023-24 Budget for municipal purposes respecting the Water Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92857, Loop 88 Segment 3D Water Line Relocation, and appropriate $1,953,403. The Texas Department of Transportation (TxDOT) will reimburse the City in the amount of $1,905,154. Funding in the amount of $48,249 will be from the Water Capital Project Fund.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 20

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER 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 #20) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92857, Loop 88 Segment 3D Water Line Relocate, and appropriate $1,953,403. The Texas Department of Transportation (TxDot) will reimburse the City in the amount of $1,905,154. Funding in the amount of $48,249 will be from the Water Capital Project Fund.

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.Amend20.ord
March 8, 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, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $41,490.00.

Item Summary

Airport liability insurance covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from airport operations. Non-owned aircraft liability covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including general liability, automobile liability, products and completed operations, fire legal liability, and hangar keepers liability for both commercial or private aircraft.

The City purchases airport and non-owned aircraft liability insurance separately from its package liability insurance program, which specifically excludes aircraft operations except for law enforcement liability.

The current insurance policy is with Ace Property and Casualty Insurance Company, with a premium of $37,537, and it has $50,000,000 in coverage for airport liability insurance and non-owned aircraft liability insurance. This policy is not subject to a deductible.

The renewal quote from Ace Property and Casualty Insurance Company, the only quote submitted, includes the same coverage as the current policy with a renewal premium of $41,490.00, an increase of 10.53%.

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 FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Airport

Airport Coverage

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, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for a premium amount not to exceed $41,490.00; and

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

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
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-Ace Property & Casualty Ins
March 14, 2024

Airport Owners Liability

Insurance Company:	ACE Property and Casualty Insurance Company
Policy Term:	04/01/2024 to 04/01/2025
Coverage:	Your legal liability to members of the public for claims arising from your airport ownership or operation.
Annual Premium:	**$41,490.00**

Named Insured: City of Lubbock and Lubbock Preston Smith International Airport
P.O. Box 2000
Lubbock, Texas 79457

Airport Location: LBB - Lubbock Preston Smith International Airport

Limits of Liability:

$50,000,000	Bodily Injury & Property Damage Liability Combined Single Limit
$50,000,000	Products-Completed Operations Aggregate
$50,000,000	Personal Injury and Advertising Injury Aggregate
$50,000,000	Incidental Malpractice Aggregate
$50,000,000	Extended Coverage - War, Hi-jacking & Other Perils Aggregate
$500,000	Fire Damage Limit, Any One Fire
$10,000	Medical Expense Limit, Any One Person
$50,000,000	Hangarkeepers Limit, Any One Occurrence
$50,000,000	Hangarkeepers Limit, Any One Aircraft
$50,000,000	Non-Owned Aircraft Liability Limit, Any One Occurrence
$50,000,000	Excess Automobile Liability, Any One Occurrence (subject to $1M underlying)
$50,000,000	Excess Employers Liability, Any One Occurrence (subject to $1M underlying)
$1,000,000	Employee Benefits Liability Aggregate
$1,000,000	Cargo Legal Liability

Deductibles: NIL

Added Provisions: Airport Expansion Endorsement, which includes:

- ✓ Broad form Insured
- ✓ Knowledge of Occurrence
- ✓ On - Airport Premises Auto Coverage
- ✓ Mobile Equipment
- ✓ Control Tower - Contingent
- ✓ Baggage Liability
- ✓ Damage to Autos
- ✓ Static Display of Aircraft
- ✓ Co-Employees (Deletion of Fellow Employee Coverage)

National Incident Management System - $50,000,000 per occurrence subject to sub-limits:

$50,000,000 Products-Completed Operations Aggregate
$50,000,000 Personal and Advertising Injury Aggregate
$50,000,000 Malpractice Aggregate
$50,000 Fire Damage Limit, any one fire

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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$10,000 Medical Expense Limit, any one person
Excludes Hangarkeeper's Liability and Non-Owned Liability

Also Included:

- ✓ Extended Coverage - War, Hi-Jacking and Other Perils
- ✓ Amendment to Include Coverage for Certified Acts of Terrorism
- ✓ Catastrophe Management Coverage
- ✓ Worldwide Territory
- ✓ Mutual Aid Agreement
- ✓ Immunity Waiver
- ✓ Volunteers Endorsement
- ✓ Amendment of Noise and Pollution and Other Perils Exclusion
- ✓ Land Acquisition Endorsement
- ✓ Date Recognition Limited Coverage
- ✓ Infringement of Copyright, Patent, Trademark or Trade Secret
- ✓ Amendment to Supplementary Payments (Court Cost) Endorsement
- ✓ 120 days notice of cancellation / 10 days for non-payment
- ✓ Exclusion - Access or Disclosure of Confidential or Personal Information
- ✓ Exclusion – Perfluorinated Chemicals

Premium Overview

Description	2023 Expiring Premium	2024 Renewal Premium
Airport owner & operator's liability:		
Liability limit @ $50,000,000	$33,366	$36,880
War Coverage	$834	$922
Terrorism (TRIA) Coverage	$3,337	$3,688
Total Annual Premium:	**$37,537**	**$41,490**

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.

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# 12347
Regular City Council Meeting
03/26/2024:

5. 9.

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 plan, 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

Resolution - Workers' Comp
Workers' Comp Coverage

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

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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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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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, layered excess liability insurance coverage (the Program) from Texas Insurance Company (35.714% of the Program) and Upland Specialty Insurance Company (64.286% of the Program), for which the premium amount shall not exceed $422,928.01 and $761,280.09, respectively.

Item Summary

Excess liability insurance provides additional liability limits that are in excess of the package liability policies for the following: General liability; Auto liability; Employment practices liability; Employee benefits liability; Law enforcement liability; and Public officials errors and omissions liability.

This is a continuation of the City's current layered coverage; 35.714% from Texas Insurance Company for an expiring premium of $388,443.89, and 64.286% from Upland Specialty Insurance Company for an expiring premium of $699.208.66, for $7,000,000 of coverage per occurrence and an aggregate limit of $14,000,000. This program also includes additional abuse and molestation coverage as well as pollutant coverage. Staff recommends renewal of this layered coverage program for a premium not to exceed $1,184,208.10, which is an increase of 8.88%.

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 FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Layered Excess Coverage

Layered Excess Coverage

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, layered excess liability insurance coverage (the "Program") from Texas Insurance Company (35.7% of the Program) and from Upland Specialty Insurance Company (64.3% of the Program) for which the premiums shall not exceed $422,928.01 and $761,280.09, respectfully; 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

RES.Risk Mgmt-Liability Insurance
March 14, 2024

Excess Liability – 35.714% of Limit

Insurance Company: Texas Insurance Company
Policy Term: 04/01/2024 to 04/01/2025
Coverage: Provides additional liability limits that are in excess of the limits provided on specified underlying liability policies.
Annual Premium **$422,928.01 Including Taxes & Fees (TRIA Declined)**

Coverage Description	Limit
Limit Per Occurrence	$7,000,000
General Aggregate	$14,000,000
Self-Insured Retention	$0

Your coverage follows the policies listed below unless otherwise noted

General Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2024 to 04/01/2025

Coverage Description	Limit
Each Occurrence	$3,000,000
General Aggregate	$6,000,000

Auto Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2023 to 04/01/2024

Coverage Description	Limit
Combined Single Limit	$3,000,000

Miscellaneous Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2024 to 04/01/2025

Coverage Description	Limit
Cov C – Public Officials, Employment Practices and Employee Benefit Liability **Claims Made Retro Date: 09/10/99-Public Officials, Employment Practices and Employee Benefit Liability**	$3,000,000 Each Claim $6,000,000 Annual Aggregate
Limited Sexual Abuse Liability **(Claims Made)-Retro Date 04/01/2022 *Included in Coverage C Aggregate**	$2,000,000 Each Act $2,000,000 Aggregate
Pesticide or Herbicide Pollutant Liability	$3,000,000 Each Occurrence $3,000,000 Aggregate
Dam, Reservoir, Levee Coverage ***(included in Coverage A Aggregate Above)**	$3,000,000 Each Occurrence $3,000,000 Aggregate

Limits above Excess of $500,000 Self Insured Retention

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Retained Limit	Applicable separately for Coverages per Schedule of Underlying Insurance : $500,000 Each Occurrence, Accident or Claims Made
Applied Specialty Underwriters Participation	$2,500,000 (35.714%) share part of $7,000,000 Per Occurrence, Accident or Claims Made Excess of Schedule of Underlying Insurance above $5,000,000 (35.714%) share part of $14,000,000 Aggregate, where applicable Excess of Schedule of Underlying Insurance above
Insurer Annual Premium	**Option 1-$500,000 Retained Limit** 100% Total Layer Insurance Premium: $1,126,000 100% Total Layer Insurance Premium: $1,148,520 with 2% TRIA Applied share-$403,211 TRIA Premium-$8,064 Total Premium-$411,275

Terms and Conditions

Pricing/Rates	80% Minimum Earned at Inception
Territory	State of Texas
Terrorism	TRIA Terrorism offered at additional premium noted above.
ALAE	Follows Underlying Policy
Insurer Special Exceptions and Referrals	Any changes to underlying insurance policies must be reviewed by Texas Insurance Company

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

Coverage Description

ASC 00 02 09 20 Service of Suit
ASC 00 03 09 20 Privacy Statement
ASC 00 04 09 20 Claims Reporting Procedures

APX 11 01 05 21 Commercial Excess Liability Declarations
APX 12 01 09 21 Commercial Excess Liability Coverage Form
APX 13 01 09 21 Schedule of Forms and Endorsements
APX 13 08 05 21 Economic or Trade Sanctions Condition(OFAC)
APX 13 09 05 21 Quota Share and Severability Endorsement
APX 15 05 05 21 Organic Pathogen Exclusion
APX 15 06 05 21 Cyber Liability Exclusion
APX 15 14 05 21 Certified Acts of Terrorism and Other Acts of Terrorism Exclusion (if rejected)
APX 15 27 05 21 Dam Failure Exclusion -as expiring for John T. Montford Dam only
ASX 13 01 12 20 Disclosure Pursuant to Terrorism Risk Insurance Act
APX 13 11 12 21 Schedule of Underlying Insurance
Manuscript-Earlier Notice of Cancellation (90 days)

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Subjectivities	
Insurer Follow Form Exclusions	Follow underlying policy exclusions with additional exclusions noted
Additional Exclusions	Cyber Liability, Organic Pathogens, Dam Failure, Certified Acts of Terrorism (if rejected)
Subjectivities	Any requests for amendments to coverage must be made in writing to Applied Specialty Insurance. We will not amend policy conditions prior to the date of written request.
	Claims Administrator: Claims to be handled by Gallagher Bassett The Claims Administrator may not be changed without prior written approval from Texas Insurance Company
	Applied Specialty Underwriters, LLC is a U.S. domiciled corporation and must comply with all U.S. economic and trade sanctions. Applied Specialty Underwriters, LLC cannot provide coverage, receive premium or pay a claim if doing so would violate U.S. economic and trade sanctions.
	No coverage provided for Lubbock Power and Light as Gemini Policy sub-limits coverage for Lubbock Power and Light under Applied limit attachment. Will add specific Lubbock Power and Light exclusion if Upland binds with exclusion. Will not drop down over the Failure to Supply sub-limit or any other sub-limited coverages not reflected in the schedule of underlying
	Per insured Dam inspections for Canyon Lakes Dams 2, 3 and 6 to be scheduled in coming year. By 7/1/24 please confirm inspections ordered and anticipated dates of inspection.
	Policy will drop down in the event of underlying aggregate erosion following Upland Scheduled Pesticide or Herbicide Pollution Liability coverage. Please confirm Gemini intent to cover (as not scheduled in their quote) and if so Upland confirmation of intent to follow underlying Pesticide or Herbicide Pollution Liability coverage. If intent not to cover will amend schedule of underlying accordingly.

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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Excess Liability – 64.286% of Limit

Insurance Company: Upland Specialty Insurance Company
Policy Term: 04/01/2024 to 04/01/2025
Coverage: Provides additional liability limits that are in excess of the limits provided on specified underlying liability policies.
Annual Premium: **$761,280.09 Including Taxes & Fees (TRIA Declined)**

Coverage Description	Limit
Limit Per Occurrence	$7,000,000
General Aggregate	$14,000,000
Self-Insured Retention	$0

Your coverage follows the policies listed below unless otherwise noted

General Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2024 to 04/01/2025

Coverage Description	Limit
Each Occurrence	$3,000,000
General Aggregate	$6,000,000

Auto Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2023 to 04/01/2024

Coverage Description	Limit
Combined Single Limit	$3,000,000

Miscellaneous Liability
Policy Number: PEM000016504
Insurance Carrier: Gemini Insurance Company
Policy Term: 04/01/2024 to 04/01/2025

Coverage Description	Limit
Cov C – Public Officials, Employment Practices and Employee Benefit Liability **Claims Made Retro Date: 09/10/99-Public Officials, Employment Practices and Employee Benefit Liability**	$3,000,000 Each Claim $6,000,000 Annual Aggregate
Limited Sexual Abuse Liability **(Claims Made)-Retro Date 04/01/2022 *Included in Coverage C Aggregate**	$2,000,000 Each Act $2,000,000 Aggregate
Pesticide or Herbicide Pollutant Liability	$3,000,000 Each Occurrence $3,000,000 Aggregate
Dam, Reservoir, Levee Coverage ***(included in Coverage A Aggregate Above)**	$3,000,000 Each Occurrence $3,000,000 Aggregate

Limits above Excess of $500,000 Self Insured Retention

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

Coverage Description

Form Number	Form/Endorsement Title
UC TXCN 05 21	Texas Complaint Notice
UE 00 01 04 21	Commercial Excess Liability Declarations
UE 00 03 04 21	Schedule of Forms and Endorsements
UE 00 04 04 21	Schedule of Underlying Insurance
UE 00 05 04 21	Commercial Excess Liability Coverage Form
UC TRIA2 02 21	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
UC SLTX 11 23	Texas Surplus Lines Notice
UE 00 06 04 21	Exclusion - Cyber
UE 00 07 04 21	Earlier Notice of Cancellation (90 Days)
UE 00 09 04 21	Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability
CX 21 30 01 15	Cap On Losses From Certified Acts Of Terrorism (if Accepted)
UE 00 11 04 21	Exclusion - Communicable Disease
UC 00 06 01 22	Claims Reporting Procedures
UE 00 15 04 21	Quota Share Endorsement
CX 21 33 01 15	Exclusion Of Certified Acts Of Terrorism (if Rejected)
CX 21 36 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism (if Accepted) U.S.
UC 00 04 02 21	Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
UX 00 39 02 21	Policy Change Notice (John T. Montford Dam Exclusion)
UC 00 02 01 22	Service of Suit
CX 27 00 12 19	Underlying Claims-Made Coverage
CX 02 13 11 13	Texas Changes - Cancellation And Nonrenewal
UC 00 07 02 21	Signature Page

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.

Please be advised: If there is a material change or update to the information submitted (including but not limited to changes in exposures, the schedule of underlying, claims or potential claims) the applicant is required to advise Upland Specialty Insurance Company immediately and prior to binding coverage. Upland Specialty Insurance Company maintains the right with respect to the underwriting acceptance or denial of the account in the event of such material change in information. In addition, Upland Specialty Insurance Company maintains the right to adjust the terms and conditions and/or the Schedule of Underlying upon receipt of the required underlying binders/policies or written request submitted by your office, should conflicting information be received.

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AI# 12348
Regular City Council Meeting
03/26/2024:

5. 11.

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, boiler and machinery insurance coverage from Liberty Mutual Insurance Company, for which the premium amount shall not exceed a rate of $0.0036 per $100 equipment valuation.

Item Summary

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

The City's current boiler and machinery insurance coverage is provided by Liberty Mutual Insurance Company. The expiring premium is $34,276.90.

Staff recommends renewal of boiler and machinery coverage with Liberty Mutual Insurance Company for a premium of $33,674. This policy is subject to a deductible of $25,000 per occurrence and $100,000,000 in annual aggregate limit.

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 budgeted in the FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Boiler and Machinery
Boiler and Machinery Coverage

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Insurance Company for which the premium amount shall not exceed a rate of 0.0036 per $100.00; and

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hansell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Liberty Mutual [Boiler]
March 14, 2024

Boiler & Machinery / Equipment Breakdown

Insurance Company: Liberty Mutual Insurance Company
Policy Term: 04/01/2024 to 04/01/2025
Coverage: Provides coverage to various equipment types for the costly physical and financial damage resulting from mechanical breakdown, electrical arcing, artificially generated electrical currents, bulging, cracking, or collapse of pressure vessels.
Annual Premium: **$33,674.00 Including Taxes & Fees (0.00356 Rate)**

Covered Premises: This proposal applies to the locations listed in the Statement of Values on file with us.

Insurance applies only to a coverage for which a Limit of Insurance, a number of Days/Hours or the word **INCLUDED** is shown. If **INCLUDED** is shown, then the limit for that coverage is part of the Limit Per Breakdown.

Coverage	Limit Of Insurance Or Days/Hours
Limit Per Breakdown	$100,000,000
1. **Property Damage**	Included
2. **Expediting Expenses**	$5,000,000
3. **Business Income**	Included
a. Extra Expense	Combined with Business Income
b. Extended Period Of Restoration (# Of Days Of Coverage)	365 **Days**
c. Data Or Media	$1,000,000
4. **Spoilage Damage**	$5,000,000
5. **Utility Interruption** (The maximum limit for Utility Interruption, subject to any applicable lower coverage limits, including business income, extra expense, and/or spoilage, respectively)	$5,000,000
a. Coverage applies only if the interruption of services lasts at least:	24 **Hours**
6. **Newly Acquired Premises**	$5,000,000
a. (Number Of Days Of Coverage)	120 **Days**
7. **Ordinance Or Law**	$5,000,000
8. **Errors And Omissions**	Included
9. **Brands And Labels**	Included
10. **Contingent Business Income/Extra Expense**	$5,000,000
a. Covered Premises:	All Direct Suppliers and Recipients
b. Delivery of Services or Materials; or Sales:	All Services & Materials

Unless a higher limit or **INCLUDED** is shown, the most we will pay for direct damage to covered property is $25,000 for each of the following. These limits are part of, not in addition to, the Property Damage or Limit Per Breakdown.

Coverage Limitations	Limit Of Insurance
Ammonia Contamination	$250,000
Consequential Loss	$250,000
Data And Media	$1,000,000
Hazardous Substance	$5,000,000
Water Damage	$5,000,000

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Limited Coverage for Fungus, Wet Rot and Dry Rot	
Limit	$250,000
Business Income and/or Extra Expense -- Number of Days	30 Days
Increased Cost of Loss and Related Expenses for "Green" Upgrades	
Property Damage Limit	$250,000
Business Income and/or Extra Expense -- Number of Days	30 Days
Conditions And Optional Coverages	
Business Income Report Date	
Business Income Annual Value	
Business Income Coinsurance Percentage	Waived
Diagnostic Equipment (Included Or Excluded)	Included
Equipment Breakdown Enhancement Endorsement (See attached form for full details) -- Key enhancements include: - **Civil Authority extension within 100 miles/4 weeks** - **Ingress/Egress - $250,000 sublimit** - **Claim Preparation Fees - $250,000 sublimit** - **Dependent Location extension for Contingent BI/EE** - **150% replacement cost for Safety Improvements**	Included
Deductibles	
Combined Deductible	$25,000
Property Damage Coverages	Included in Combined Deductible
Business Income	Included in Combined Deductible
Extra Expense	Included in Combined Deductible
Spoilage	Included in Combined Deductible
Other:	

Other Conditions/Additional Coverage Extensions/Restrictions:

60 day's Notice of Cancellation, other than non-payment.
Exclusion Amendatory Endorsement
Off Premises Equipment Coverage Endorsement
Covered Equipment Deductible Waiver Endorsement
System Installation Coverage - $ 5,000,000

Premium / Agency Billed	
Policy Term Premium	$33,674
State Fees and Surcharges	$0*
Total Policy Term Premium with State Fees and Surcharges	**$33,674**

*Taxes are estimated and subject to change at time of policy production due to a change in tax rates or location addition/deletions in different tax territories.

TIV as Submitted: $944,832,602

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

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

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PowerPro Select™

EQUIPMENT BREAKDOWN INSURANCE PROPOSAL

Liberty Mutual INSURANCE

POLICYHOLDER DISCLOSURE

NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium
The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Terrorism Coverage Election Form following this Policyholder Disclosure Notice.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from a "certified act of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such an act exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed $100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share equals 80% and the Program Trigger is $200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

> [A]ny 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
>
> (i) to be an act of terrorism;
> (ii) to be a violent act or an act that is dangerous to -

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(I) human life;
(II) property; or
(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of -

(I) an air carrier (as defined in section 40102 of title 49, United States Code) or 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
(II) the premises of a United States mission; and

(iv) 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.

How the act affects your policy and what you must do

TERRORISM INSURANCE COVERAGE

This proposal includes coverage for losses resulting from "certified acts of terrorism." Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for this policy period is $0.

Please sign and return the Policyholder Acknowledgement below.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed $100 billion.

_____ _____
Policyholder/Applicant Signature Date

_____
Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

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AI# 12349
Regular City Council Meeting
03/26/2024:

5. 12.

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 terrorism insurance coverage from Underwriters at Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0033 per $100 valuation.

Item Summary

Property terrorism insurance provides coverage which protects against the financial ramifications of foreign and domestic threats. In previous years, this coverage has been included in the City's property coverage. However, this stand-alone policy with a $50,000,000 per occurrence limit and no deductible is more fiscally beneficial to the organization. The City's current coverage had a premium of $36,724, based on the City's total insured value of $989,932,289 and covers an 18-month policy period.

Staff recommends continuation of property terrorism insurance coverage from Underwriters at Lloyd's of London with a policy limit of $50,000,000, same terms for an annual premium of $33,116.92, an increase of 35.27%. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove property, as necessary, to maintain an accurate property valuation.

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

Fiscal Impact

Funds are budgeted in the FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Terrorism
Terrorism Coverage

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property terrorism insurance coverage from Underwriters at Lloyds of London, for which the premium amount shall not exceed a rate of 0.0033 per $100.00; and

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Underwriters at Lloyds [Terrorism Ins]
March 14, 2024

Terrorism – Foreign & Domestic Threats (Property)

Insurance Company: Underwriters at Lloyd's London
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: **$33,116.92 Including Taxes & Fees (0.0033 Rate)**

General Terms & Conditions

1. Annual Term
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. General Terms and Conditions TR5 P0001 CW (09-17) applies to this policy in conjunction with the specific wording detailed in each section below.
4. Attached endorsements apply: E2007.8 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.2 - Service of Suit Endorsement, E2017.3 - Policyholder Disclosure Notice of Terrorism Insurance Cover, and E2081.1 - Amend War Exclusion Endorsement

Quotation Premium Summary

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Terrorism and Sabotage	$ 50,000,000 Per Occurrence / $ 50,000,000 Aggregate	$ 24,073	100%
	Excess of: N/A		
Active Shooter and Malicious Attack	$ 1,000,000 Per Occurrence / $ 1,000,000 Aggregate	$ 7,500	100%
	Excess of: N/A		
Hiscox Per Occurrence Aggregate Limit of Liability for Above Coverage Parts:		$ 50,000,000	
For details about any applicable quota share arrangement, please see the corresponding Coverage Part below.			

Quotation Details:

Municipalities Terrorism and Sabotage Coverage Part: TR5 P0005 CW (07-19)

Hiscox Participation:	100%
Hiscox Municipalities Terrorism and Sabotage Limit of Liability:	$ 50,000,000 Per Occurrence / $ 50,000,000 Aggregate
Total Insured Value:	$ 989,932,289
Business Interruption Sublimit	$ 0
Civil or Military Authority Sublimit	$ 1,000,000, 30 Day(s), and 1 Mile(s)
Debris Removal Expenses Sublimit	$ 250,000
Decontamination Costs Excluding NCBR Sublimit	$ 250,000
Demolition and Increased Cost of Construction Sublimit	$ 1,000,000
Errors and Omissions Sublimit	$ 250,000
Electronic Data Processing Media Sublimit	$ 1,000,000
Extended Period of Indemnity Sublimit	$ 0 and 180 Day(s)
Fine Art Sublimit	$ 250,000
Ingress/Egress Sublimit	$ 1,000,000, 30 Day(s), and 1 Mile(s)

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Preservation of Property Sublimit	$ 250,000
Professional Fees Sublimit	$ 250,000
Relocation Expense Sublimit	$ 250,000
Service Interruption Sublimit	$ 1,000,000, 30 Day(s), and 1 Mile(s)
Transit Sublimit	$ 250,000
Valuable Papers Sublimit	$ 250,000
Accounts Receivable Sublimit	$ 250,000
Asbestos Sublimit	$ 500,000
Automatic Coverage Sublimit	$ 1,000,000 and 30 Day(s)
Commissions, Profits, and Royalties Sublimit	$ 250,000
Contingent Business Interruption – Named Suppliers/Customers Sublimit	$ 0
Contingent Business Interruption – Unnamed Suppliers/Customers Sublimit	$ 0
Delay in Startup Costs Sublimit	$ 250,000
Fire Protective Systems Sublimit	$ 10,000
Green Building Additional Expense Sublimit	$ 250,000
Key and Lock Expense Sublimit	$ 250,000
Landscaping Sublimit	$ 10,000
Leasehold Interest Sublimit	$ 0
Loss of Attraction Sublimit	$ 0, 0 Day(s), and 0 Mile(s)
Miscellaneous Unnamed Locations Sublimit	$ 1,000,000 and 30 Day(s)
Newly Acquired Locations Sublimit	$ 1,000,000 and 90 Day(s)
Property In Course of Construction Sublimit	$ 1,000,000
Rental Income Sublimit	$ 0
Soft Costs Sublimit	$ 250,000
Deductible:	$ 0
Waiting Period:	0 Hour(s)
Municipalities Terrorism and Sabotage Premium:	$ 24,073
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence basis and are a part of, and not in addition to, the Municipalities Terrorism and Sabotage limit of liability.

Active Shooter and Malicious Attack Coverage Part: TR5 P0012 CW (03-23)

Hiscox Participation:	100%
Hiscox Active Shooter and Malicious Attack Limit of Liability:	$ 1,000,000 Per Occurrence / $ 1,000,000 Aggregate
Total Insured Value:	$ 989,932,289
Additional Security Measures Sublimit	$ 250,000
Counseling Sublimit	$ 250,000
Public Relations Costs Sublimit	$ 250,000
Miscellaneous Crisis Management Expenses Sublimit	$ 250,000
Deductible:	$ 0
Waiting Period:	0 Hour(s)
Active Shooter and Malicious Attack Premium:	$ 7,500
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence basis and are a part of, and not in addition to, the Active Shooter and Malicious Attack limit of liability.

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

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

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Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with Lloyd's – HCC Insurance; Lloyds-Fidelis Insurance; StarStone Specialty Insurance; Sutton Specialty Insurance; Lexington Insurance; Fidelis; Arch Specialty Insurance; Palms Specialty Insurance; Evanston Insurance Company; Kinsale Insurance Company; Axis Surplus Insurance Company; James River Insurance; Texas Insurance Company; Trisura Specialty; Harleysville Insurance Company of New York; Mitsui Sumitomo; Landmark American Insurance and AXA XL Insurance Companies, for which the premium shall not exceed a rate of $0.3016 per $100 of valuation.

Item Summary

The City purchases property insurance for its structures, contents, and equipment, excluding Lubbock Power and Light because they are covered under a separate policy. The coverage includes, but is not limited to:

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

The City currently utilizes a layered coverage program, including Lloyd's of London, Hallmark Specialty Ins Company, Kemah, Zurich Ins Group, Fidelis Ins Company, Arch Specialty Ins Company, Rivington, Markel Ins Company, StarStone/Core Specialty Ins Company, James River Ins Company, Harleysville Ins Company, Mitsui Sumitomo Ins Company, RSUI Group, Intact Ins Group, Liberty Ins Company and Hiscox Ins Group, for a premium of $4,182,472, a rate of $0.2817 per $100 of valuation for an 18-month policy period.

The proposed coverage is also a layered program from Lloyd's – HCC Insurance; Lloyds-Fidelis Insurance; StarStone Specialty Insurance; Sutton Specialty Insurance; Lexington Insurance; Fidelis; Arch Specialty Insurance; Palms Specialty Insurance; Evanston Insurance Company; Kinsale Insurance Company; Axis Surplus Insurance Company; James River Insurance; Texas Insurance Company; Trisura Specialty; Harleysville Insurance Company of New York; Mitsui Sumitomo; Landmark American Insurance and AXA XL Insurance Companies consisting, for a premium of $2,985,295.70, at a rate of $0.3016 per $100 of valuation for an annual policy period. This is a 7.06% increase from the

current year. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

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 contribution for the insurance coverage. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - COL Property

COL Property Coverage

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage with Lloyds-HCC Insurance; Lloyds-Fidelis Insurance; StarStone Specialty Insurance; Sutton Specialty Insurance; Lexington Insurance; Fidelis; Arch Specialty Insurance; Palms Specialty Insurance; Evanston Insurance Company; Kinsale Insurance Company; Axis Surplus Insurance Company; James River Insurance; Texas Insurance Company; Trisura Specialty; Harleysville Insurance Company of New York; Mitsui Sumitomo; Landmark American Insurance; and AXA XL Insurance Companies, for a premium amount not to exceed a rate of 0.3016 per $100.00; and

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Property Insurance Coverage
March 14, 2024

Property - Blanket

Insurance Company:	Underwriters at Lloyd's London
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:	**$2,985,295.70 Including SL Taxes & Fees**

Primary – StarStone Specialty Insurance Company

Description of Operations:	Municipality
Total Insured Values:	$989,932,789.00 per schedule on File with the Company
Covered Perils:	All Risks of direct physical loss or damage including Flood and Earthquake, but excluding Equipment Breakdown
Coverage:	Real and Personal Property Business Interruption—Gross Earnings/Extra Expense And as more fully defined in the policy form
Limit of Liability:	$2,500,000.00(25.00%) part of $10,000,000.00 per occurrence

Sublimits:
Stated sublimits are 100% program and Starstone is only responsible for its pro-rata share. The sublimits of liability stated below are the specified limits of liability, per occurrence, unless otherwise indicated.

See Addendum A

Deductible:
Each claim for loss or damage under this shall be the subject to a per occurrence deductible amount of:

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$250,000 per occurrence except as follows:

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

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

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

No Coverage for locations in California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties.

With respect to Windstorm or Hail:
$500,000 per occurrence
With respect to Airport Buildings:
Bldg ID #154 – LIA Hanger Building #310 (Chaparral)– 5417 N. Walnut: $50,000 per occurrence

Bldg ID #204 – LIA Hanger #32 (G&G Avionics)– 5902 N. Cedar: $50,000 per occurrence

Bldg ID #292 – LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque: $50,000 per occurrence

Bldg ID #294 – LIA Warehouse Building #714 (Marco)– 5612 N. David Avenue: $50,000 per occurrence

Bldg ID #295 – LIA Warehouse Building #716 (Marco Steel) - 5618 N. David Ave.: $50,000 per occurrence

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

$50,000 per occurrence (applies to equipment valued at $250,000 or greater)

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

With respect to Time Element:
24 Hours

Co-Insurance: NIL

Additional Terms and Conditions:

- This quote expires the earlier of the effective date or 30 days from the date of this quote.

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- 35% Minimum Earned. Wind Minimum Earned Premium to apply for Tier 1 or 2 locations.
- Premium to be paid in full within 30 days of inception.
- 90 days' notice of cancellation, except 10 days' notice for non- payment of premium
- Receipt of signed Terrorism Disclosure Notice required at binding.
- No new business or increased coverage on in-force business will be bound during issued Moratorium.
- New Location(s) added to this Policy may be subject to separate rating and/or may require higher deductibles.
- StarStone reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").
- It is the responsibility of the Broker to collect and pay all Surplus Lines Taxes based on state tax requirements.
- To report a claim, contact the Company at (201) 743-7700 or send an email to: ***newpropertyclaims@corespecialty.com***
- Commission cannot be netted down without written approval from Underwriter prior to binding.

Lead Carrier (if applicable): Zurich/London

Policy Form: CSI-CPF-800-0622 Starstone Co-Insuring Form

Endorsements:

CSI-CPN-201-0720 Cover Page
Surplus Lines Policyholder Notifications (form number applied at issuance upon confirmation of home state)
CSI-CSN-812-0720 Texas Policy Holder Notification
CSI-CPD-103-0622 Co-Insuring Form Policy Declarations
CSI-CPN-202-0720 Forms and Endorsement Schedule
CSI-CPN-203-0720 Policy Holder Notification – Fraud Notice
CSI-CPN-204-0720 Policy Holder Notification - OFAC
CSI-CPN-205-1123 Notice of Claims Reporting
CSI-CPN-206-0720 Notice of Privacy Policies and Practices
CSI-CPE-001-1123 Occurrence Limit of Liability Endorsement
CSI-CPE-003-1123 Asbestos Coverage Endorsement
CSI-CPE-004-1123 Mold, Mildew, and Fungi Exclusion Endorsement
CSI-CPE-005-1123 Pollution Endorsement (Sublimited)
CSI-CPE-006-1123 Minimum Earned and Wind Minimum Earned Premium Endorsement
CSI-CPE-007-1123 Equipment Breakdown Exclusion Endorsement
CSI-CPE-010-1123 Terrorism Exclusion Endorsement
CSI-CPE-033-1123 Nuclear, Biological, Chemical, and Radiological Exclusion Endorsement
CSI-CPE-034-1123 War and Warlike Action Exclusion Endorsement

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CSI-CPE-036-1123 TRIA Acceptance Endorsement
CSI-CPE-037-1123 Service of Suit
CSI-CPE-038-1123 Joint Loss Agreement
CSI-CPE-039-1123 TRIA Rejection Endorsement
CSI-CPE-048-1123 Several Liability Endorsement
CSI-CPE-054-1123 Pre-Existing Damage Exclusion Endorsement
CSI-CPE-050-1123 Roof Valuation Endorsement – 15 Years
CSI-CPE-058-1123 Property Communicable Disease Exclusion
CSI-CPE-059-1123 Property Cyber Exclusion Endorsement

Addendum A

$50,000,000	Per Occurrence and Term Aggregate as respects Flood except;
$ 5,000,000	Per Occurrence and Term Aggregate as respects Flood occurring within Special Flood Hazard Areas (SFHA), areas of 100-Year Flooding, as defined by the Federal Emergency Management Agency, including backup of sewers and drains
$50,000,000	Per Occurrence and Term Aggregate as respects Earthquake (Excludes California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties)
$ 5,000,000	Accounts Receivable
$ 100,000	Arson or Theft Reward
$10,000,000	Automobile Physical Damage – owned or leased vehicles located at or within 1000 feet of the covered location
$ 2,500,000	Automobile Physical Damage – covered vehicles while over the road
$ 1,000,000	Brands and Labels
$ 2,500,000	Building Materials at off premises storage for property under construction
$ 750,000	Contractors Equipment – per item subject to max per occurrence sublimit of $10,000,000
$ 2,500,000	Debris Removal or 25% of direct physical damage to covered property, whichever is less
$ 250,000	Deferred Payments
Included	Demolition and Increased Cost of Construction: Demolition Coverage A (For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building)
$ 10,000,000	Demolition and Increased Cost of Construction: Demolition Coverage B (For the cost to demolish and clear the sire of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property)
$ 10,000,000	Demolition and Increased Cost of Construction: Demolition Coverage C (For the increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair of reconstruction of the damaged property of the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced)
$ 5,000,000	Errors and Omissions
$ 5,000,000	Expediting Expenses

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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$ 1,000,000	Fairs and Exhibitions
$ 1,000,000	Fine Arts ($100,000 per item limitation)
$ 500,000	Fire Brigade Charges & Extinguishing Expenses
$ 250,000	Fungus, Mold or Spore
$ 1,000,000	Installation Coverage
$ 1,000,000	Land & Water Clean-Up
$ 100,000	Locks & Keys
$ 5,000,000	Miscellaneous Unnamed locations
$ 50,000,000	Newly Acquired Property
$ 500,000	Outdoor Property
Included	Pairs or Sets
$1,000,000	Personal Property Not at a Covered Location
$1,000,000	Preservation of Property per occurrence and term aggregate. 48 hour limitation applies.
$ 250,000	Professional Fees
$ 5,000,000	Property in the Course of Construction.
$ 100,000	Property Removed from a Covered Location
$ 500,000	Salespersons Samples
$ 5,000,000	Service Interruption
$ 2,500,000	Spoilage
$ 1,000,000	Transit
$1,000,000	Upgrade to Green Construction. 25% of amount payable for direct physical loss or damage, subject to maximum of $1,000,000. This includes any Time Element loss attributed to Upgrade to Green.
$5,000,000	Valuable Papers and Records

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

Not Covered	Attraction Property (30 days)
$ 100,000	Contractual Penalties
Not Covered	Crisis Management (30 days)
$ 25,000,000	Extra Expense
$ 1,000,000	Ingress & Egress (30 days) with 5 mile distance limitation
$ 1,000,000	Interruption by Civil or Military Authority (30 days) with 5 mile distance limitation
$ 100,000	Logistics Extra Cost
$ 1,000,000	Rental Value
$ 100,000	Royalties
$ 1,000,000	Service Interruption (Qualifying Period: 24 hrs)
$ 1,000,000	Soft Costs

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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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, Network Security and Privacy Insurance coverage from Crum & Forster Insurance Company, for which the premium amount shall not exceed $110,500.

Item Summary

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

The City's current coverage is written by Cowbell Cyber, at an 18-month policy premium of $235,129 for a $1,000,000 limit, with a self-insurance retention of $100,000. It includes coverage for cyber incident response, voluntary shutdown, digital asset destruction data retrieval and system restoration, and reputational harm.

The City's broker was able to secure a renewal with Crum & Forster Insurance Company for an annual premium not to exceed $110,500 a decrease of 29.51% over the expiring premium. This policy offers $100,000 retention and a $2,000,000 aggregate limit. It covers business interruption coverage, cyber liability and incident response, cyber extortion, as well as bricking 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 budgeted in the FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Cyber
Cyber Coverage

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage from Crum & Forster Insurance Company, who is yet to be determined, for which the premium amount shall not exceed $110,500.00; and

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

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
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-Crum & Forster Ins. [Network Security]
March 14, 2024

Cyber Liability

Insurance Company: Crum & Forster 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: **$110,500.00 Including Fees**

POLICY FORM: Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)

COVERAGE OPTIONS:

- [X] A. Breach Costs
- [X] B. Cyber Liability
  - -network security & privacy liability
  - -regulatory liability and defense
  - -PCI fines and assessments
  - -contingent B/I & P/D
- [X] C. Multimedia Liability
  - -contingent B/I & P/D
- [X] D. eCrime Loss
  - -social engineering
  - -fraudulent funds transfer
  - -telephone system fraud
  - -invoice manipulation
- [X] E. Cyber Extortion Loss
- [X] F. First Party Loss
  - -data asset loss
  - -loss of income and extra expense
  - -bricking
  - -reputational loss
  - -cryptojacking

SERVICES: ☒ C&F Cyber Response Team – 24/7/365 ☒ CFcyberASSIST
-Phishing.com Simulations
-Knowledge Center
-Unlimited Advice

SUBJECTIVITIES:

This Quotation is subject to our receipt, review and underwriting approval of the following required additional information prior to binding:

1. Completed, signed and dated Crum & Forster Simple Cyber Application.
2. Prior carrier loss runs within 30 days prior to effective date.
3. Completion of onboarding call with Cyber Solutions team.

SYSTEMIC EVENT: [X] Not Excluded [ ] Excluded^
If not excluded, premiums include a **Systemic Event** surcharge of 17.5%

	Option1	Option2
LIMITS OF LIABILITY:		
Aggregate Limit of Liability:	$2,000,000	$2,000,000
The above amount includes **Claims Expenses** unless amended by specific endorsement to this Policy.		
Breach Response Limit of Liability:	$2,000,000	$2,000,000
Sublimits of Liability:		
eCrime Loss Sublimit of Liability:	$100,000 **See eCrime Amendatory Endorsement*	$100,000
Dependent Business Sublimit of Liability:	$2,000,000	$2,000,000
Ransomware/Malware Sublimit of Liability:	$2,000,000	$2,000,000
Ransomware/Malware Coinsurance:	0%	0%
RETENTION: each incident or event	$100,000	$100,000
PREMIUM: Includes any Taxes and Placement Fee	$106,174	$110,500

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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CONTINUITY DATE:	04/01/2024
Retroactive Date:	None (Full prior unknown acts)
WAITING PERIOD:	12 hours

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:	
	Description
SC-POL-002 (01/22)	Cyber and Multimedia Liability Insurance Policy
CS 07 001 01 21	Signature Page (Crum and Forster Specialty Insurance Company)
IL P 001 01 04	U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders
SOP CF 07 16	Service of Process Clause (C&FS)
NN 43 001 12 15	Surplus Lines Policy Notice - Texas
TX.SLFORM (07/2021)	Texas Complaint Notice
SC-NOTICE-001 (10/22)	Ransomware-Malware Sublimit and Coinsurance Notice
SC-TRIA-001 (08/20)	Disclosure Pursuant to Terrorism Risk Insurance Act
SC-END-001 (01/22)	Cap on Losses from Certified Acts of Terrorism
SC-END-111 (07/22)	Choice of Law Endorsement – New Jersey
SC-END-094 (12/21)	Biometric Information Exclusion Endorsement
SC-END-091 (07/23)	Breach Costs Aggregate Limit Endorsement
SC-END-029 (01/22)	eCrime Amendatory Endorsement
	***APPLIES TO OPTION 1 ONLY**
SC-END-052 (02/20)	Specific Matter Exclusion Endorsement
SC-END-113 (08/22)	Wrongful Collection Exclusion Endorsement
SC-END-114 (09/22)	Web Tracking Exclusion Endorsement

IMPORTANT: PLEASE READ CAREFULLY

In order to complete the underwriting process, we require that you send us the additional information ("subjectivities") requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. If between the date of this Quotation and the Effective Date of the proposed policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at our option, this Quotation may be withdrawn by written notice thereof to the Applicant. We also reserve the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

This Quotation is conditioned upon the Applicant's agreement to accept delivery of the policy, endorsements and any policyholder notices by electronic means. The Applicant's acceptance of this Quotation signifies their agreement to this.

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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Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute a contract with Kroll, LLC, for appraisal services of City-owned property.

Item Summary

Each year, Risk Management procures insurance coverage for the organization. Numerous natural disasters have caused unprecedented losses to insurance carriers over the last several years, resulting in a 'hardening' of the property insurance market and increasing premiums.

The insurance industry standard for property appraisals is three to five years in order to remain current. The City conducted property appraisals in 2020; therefore, in order to maintain the City's marketability to prospective carriers, physical inspections and detailed appraisals of City-owned properties are needed to provide a true evaluation of assets for underwriters to base future premiums on.

Kroll, LLC, will verify and document the perimeter and square footage of each building, identify and report construction type(s), GPS coordinates, occupancy, building designation, roof type and age, heating and cooling systems, story height of each floor, electric wiring, intrusion systems, and fire protection systems.

Fiscal Impact

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

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resoution - Property Appraisals
Contract - Property Appraisals

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement for property appraisal and valuation services, by and between the City of Lubbock and Kroll, LLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw:ccdocs/RES.PSA-Kroll, LLC
March 8, 2024

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No _____ is entered into this day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kroll, LLC, (the "Appraiser").

WTTNESSETH

WHEREAS, The City desires to contract with the Appraiser to provide the City a property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs with respect to the identified property, (the "Activities"); and

WHEREAS, the Appraiser has a professional staff experienced and is qualified to provide professional appraisal services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Appraiser to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Appraiser to provide professional services related to the Activities, and Appraiser desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Appraiser hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one year. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

Kroll shall research and report the insurable value of City-owned facilities as directed by the City. Kroll's compensation for these services shall not exceed $60,000.

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Appraiser. In the event this Agreement is so terminated, the City shall only pay the Appraiser for services actually performed by the Appraiser up to the date of termination, as provided herein.

B. Termination and Remedies. In the event the Appraiser breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Appraiser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Appraiser has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Appraiser. This Agreement constitutes legal, valid, and binding obligations of the Appraiser and is enforceable in accordance with the terms thereof.

D. Appraiser. The Appraiser maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Appraiser will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all

applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Appraiser warrants that any materials provided by the Appraiser for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials (this excludes data Appraiser has obtained publicly or licensed with a third party data provider). The Appraiser shall be solely responsible for ensuring that any materials provided by the Appraiser pursuant to this Agreement satisfy this requirement and the Appraiser agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of a third party claim that arises from the Appraiser's violation of a third party's intellectual property rights.

ARTICLE VI. SCOPE OF WORK

The Appraiser shall accomplish the following: Professional Services related to the Services, as related to fixed asset management and insurance solutions, as set forth in Exhibit "A" the terms of which (including, for the avoidance of doubt, Exhibit B) are fully incorporated herein by reference).

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Appraiser and the City agree that the Appraiser shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Appraiser has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Appraiser and the Appraiser's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

The Appraiser shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, carried with an insurance company authorized to transact business in the state of Texas, covering

all aspects and risks of loss of all operations in connection with this Agreement. The Appraiser shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Appraiser to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability (claims-made):

Combined Single Limit: $2,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

The City shall be included as an additional insured and the policies shall be deemed a primary and noncontributory with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Appraiser shall provide a Certificate of Insurance to the City as evidence of coverage; as well as endorsements affording the City additional insured status on the general and auto liability coverage and waivers of subrogation for the general liability, auto liability and workers compensation coverages.

The Certificate shall provide 30-day notice of cancellation. A copy of the additional insured endorsements and waivers of subrogation shall be included in the Certificate. The Appraiser shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Appraiser shall maintain said coverage throughout the term of this

Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Appraiser maintains said coverage. The Appraiser may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Appraiser fails to maintain the required insurance in full force and effect, the Appraiser shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Appraiser's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 3 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Appraiser may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Appraiser, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Appraiser is at all times responsible to the City to perform the Services as provided in this Agreement and the Appraiser is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Appraiser shall be required by the Appraiser to carry, for the protection and benefit of the City and the Appraiser and naming said third parties as additional insureds, insurance as described above required to be carried by the Appraiser in this Agreement.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE APPRAISER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL THIRD PARTY SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR

LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LMITING 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 TANGIBLE PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR TANGIBLE PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE APPRAISER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS IN THE PERFORMANCE UNDER THIS AGREEMENT WHILE ON-SITE AT CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Appraiser shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Appraiser to the City or the City to the Appraiser is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (l) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Appraiser's Address. The Appraiser's address and numbers for the purposes of notice are:

Kroll, LLC
John Quincy
919 Congress Ave, Suite 1450
Austin, TX 78701
Telephone: 630-541-4651

With a copy to:
Kroll, LLC
Attn: General Counsel
55 East 52nd Street
New York, NY 10055

C. City's Address. The City's address and numbers for the purposes of notice are:

Lainey Morrison
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401
Telephone: 806-775-2316

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Appraiser non-confidential studies, reports and other available data in the possession of the City pertinent to the Appraiser's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Appraiser's Services under this Agreement (the "Provided Data"). The Appraiser shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Appraiser shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Appraiser's books and records with respect to this Agreement between the Appraiser and the City (records available for review shall exclude any records pertaining to Appraiser's other clients and other confidential and proprietary records not associated with the Services and nothing set forth in this Agreement shall require Appraiser to grant the City any network or physical access to Appraiser's facilities, systems or infrastructure.

C. Records. The Appraiser shall maintain records that are necessary to substantiate the services provided by the Appraiser.

D. Assignability. The Appraiser may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Appraiser, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Appraiser, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING 0UT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Appraiser and the City.

I. Entire Agreement. This Agreement, including Exhibit "A" attached hereto, contains the entire agreement between the City and the Appraiser, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal agent relationship between the Appraiser and the City.

K. Documents Owned by City. Any and all final reports prepared by Appraiser as part of the Services hereunder, shall become the property of the City when the Appraiser has been compensated as set forth in II, above. The Appraiser shall make copies of any and all work products for its files. The City will define the contents of the final report.

L. Notice of Waiver. A waiver by either the City or the Appraiser of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Appraiser.

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

O. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; 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.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a

requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (l) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Lainey Morrison, Risk Manager

APPROVED AS TO FORM:

Jeff Hartsell, Deputy City Attorney

Finn
By:

Kroll, LLC

EXHIBIT A - ENGAGEMENT LETTER

Kroll, LLC ("Kroll" "we" "our"), will provide City of Lubbock ("the City" "you" "your") the appraisal services described within this Exhibit A.

PURPOSE OF THE ENGAGEMENT

The purpose of this engagement is to provide the City a property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs with respect to the identified property. Our analysis will be dated as of the last day of our site inspection. Our opinion is intended to assist the City in making informed business decisions; it is not a recommendation. Any decisions relating to insurance coverage shall remain the City's responsibility and be made solely at its discretion.

ENGAGEMENT SCOPE

We will research and report the insurable value (our "Opinion") of certain the City property.

DESCRIPTION OF IDENTIFIED PROPERTY

The property is located at various sites as identified by the City in the Property Schedule.

These property classifications will be included in the engagement:

1) Buildings, including 163 buildings (15 new buildings and 148 greater than $1 million)
2) Personal Property

If the City's insurance policy excludes coverage of specific property classifications, in part or whole, the City should notify us in writing prior to beginning the engagement if those assets should be excluded.

We will work with the City during the engagement to further refine the scope of the identified property to be included in the engagement, if applicable. Depending on the nature and extent of changes in the scope of the engagement we may need to revise our fee.

DEFINITION OF INSURABLE VALUE

We will develop our opinion of insurable value as the replacement cost value (RCV), defined as the estimated amount required to reproduce a property entirely at one time, in like kind and quality, in accordance with current market prices for labor, materials, and manufactured equipment; contractors' overhead and profit; and fees, but without provisions for overtime, bonuses for labor, or premiums for materials and equipment. In estimating insurable value, we will allow for national building codes; however, we will not consider any construction codes imposed by state or local municipalities, ordinances, or other legal restrictions, nor will we consider the cost of demolition in connection with reconstruction or the cost of removal of destroyed property.

VALUATION METHODOLOGY

Our appraisal will rely solely on the cost approach because the market and income approaches are not applicable for the purpose of this engagement.

SCOPE OF WORK

We anticipate this engagement will include the following:

BUILDINGS

We will utilize a full scope segregated cost approach including an inspection of each building to identify construction data that will be used in the valuation process. During inspection of the premises, we will calculate each building's area and perimeter by measuring the structure, through an analysis of the as-built blueprints, or from other verified sources; identify and record data of the major construction components (type of structure, walls, roof, etc.); determine the construction class; record data of major service systems (electrical, plumbing, security, elevators, heating, ventilation, cooling, etc.); photograph the building; and record the GPS coordinates. The insurable value of each building and the related construction, occupancy, protection, and exposure data obtained during the inspection will be reported on an itemized basis.

PERSONAL PROPERTY

We will develop an opinion of the insurable value of personal property through use of a modeling approach, which relies on our proprietary database containing data from thousands of detailed equipment inventories we have performed. The model develops the insurable value of each building's personal property on the basis of building occupancy and square footage. The model can be altered to account for above- or below- Kroll | City of Lubbock February 21, 2024 3 average

density of personal property. A single insurable value will be reported for each building's personal property

TERMS AND CONDITIONS

This Agreement is subject to and incorporates the **Terms and Conditions** attached as **Exhibit B**.

FEE

The fee is $60,000, including expenses, and will be invoiced as follows:

- $18,000, upon authorization of the engagement
- Progress billing as time is charged and expenses are incurred.

This fee includes issuing the deliverables below and responding to customary questions from City of Lubbock and its insurance brokers or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort. City of Lubbock may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our Opinion or any subsequent event related to it.

TIMING AND DELIVERABLES

This engagement will require cooperation, access, and timely receipt of requested information from management of City of Lubbock. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our Draft report within 6 to 8 weeks after completion of our site inspections.

The report will be provided in electronic format and will present our Opinion and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered in our Opinion will be retained in our work files.

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Exhibit B – Terms and Conditions

Entire Agreement – This is the entire Agreement between Kroll and City of Lubbock and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for City of Lubbock's internal needs and shall not modify this Agreement.

Fees – Kroll's invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Kroll shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Kroll is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

Limited Use and Reliance – City of Lubbock is the sole intended user of Kroll's report or other work product. City of Lubbock may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Confidentiality – Kroll shall maintain the confidentiality of City of Lubbock's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Kroll's possession, or (iii) received from a party having no confidentiality obligation to City of Lubbock. Kroll may include City of Lubbock's name and logo in its client list.

Engagement Limits – Kroll's work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. City of Lubbock shall not reference Kroll or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Kroll's prior written consent.

Independent Contractor – Kroll shall perform as an independent contractor, with no authority to bind or obligate City of Lubbock in any way.

Information Provided by City of Lubbock – Kroll will not independently verify information provided by City of Lubbock, its advisors, or third parties acting at City of Lubbock's direction. Kroll will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Kroll's document retention policy. If required by applicable law to disclose any of the documents, Kroll will, unless legally prohibited, notify City of Lubbock so it may seek a protective order at its discretion.

Indemnification – City of Lubbock shall indemnify and hold harmless Kroll and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs,

and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based Kroll | City of Lubbock February 21, 2024 6 on reliance or purported reliance on Kroll's work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Kroll's work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Kroll.

Limitation of Liability – In no event shall Kroll be liable to City of Lubbock (or any person claiming through City of Lubbock) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by City of Lubbock to Kroll in connection with this engagement, except to the extent such liability is directly caused by Kroll's gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Kroll's negligence or willful misconduct. In no event shall Kroll be liable to City of Lubbock for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

Environmental Policy – Kroll will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

Governing Law – This Agreement is governed by and construed in accordance with the laws of the State of New York

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Duncan Bradley Green, located at 504 Avenue G, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Duncan Bradley Green is renovating his property at 504 Avenue G, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes exterior painting, landscaping and signage.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Duncan Bradley Green, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Duncan Bradley Green
2.28.24

RE 24--13

RESOLUTION APPROVING
DUNCAN BRADLEY GREEN AT 504 AVENUE G
DOWNTOWN FACADE & PERMITTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, February 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Duncan Bradley (Brad) Green, owner of 504 Avenue G, who is making improvements to both the interior and exterior of his property, which is located in the Downtown TIF. Brad Green has been an avid supporter of the revitalization of the downtown Lubbock area for more than 30 years. Brad purchased the property at 504 Avenue G in 1993 with a dream of developing the old warehouse into a vibrant event space for the arts, music, and family gatherings. The planned renovation of this 504 G warehouse is the culmination of Brad's dream for an event center in the downtown warehouse area. Brad and his business partner Bill Morris continued to purchase more properties in downtown Lubbock in 1997. The property located at 601-607 Main Street has now been redeveloped into professional office space and is home to their CPA practices and Brad's financial planning practice. Brad and Bill also redeveloped portions of these downtown properties into upscale lofts and studio apartments adjacent to their offices. (611-619 Main Street).

The scope of façade work will include exterior painting, landscaping, and signage totaling $50,000 in façade expenses. Permittable expenses will include electrical, plumbing, HVAC, and demolition totaling $498,000 in permittable expenses. $548,000 in total expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Duncan Bradley Green, property owner, a Downtown Façade Grant for $25,000 and a Downtown Permittable Grant for $49,800 at 504 Avenue G, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr, Lori Rice-Spearman, and Seconded by Director, Mr. Sonny Garza.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Duncan Bradley Green, a Downtown Façade and Permittable grant for improvements to the property at 504 Avenue G, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM

504 Avenue G

(Duncan Bradley Green, Property Owner)

TOTAL SCOPE OF WORK = $548,000

GRANT TOTAL = $74,800

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $498,000

PERMITTABLE GRANT = $49,800

Downtown Grant Program
Presented to MLI Board
February 28, 2024

Project 504 Ave G (Façade & Permittable)

Duncan Bradley Green, owner of 504 Ave G, is making improvements to both the interior and the exterior of his property, located in the Downtown TIF.

Duncan Bradley (Brad) Green has been an avid supporter of the revitalization of the downtown Lubbock area for more than 30 years. Brad purchased the property at 504 Avenue G in 1993 with a dream of developing the old warehouse into a vibrant event space for the arts, music, and family gatherings. The planned renovation of this 504 G warehouse is the culmination of Brad's dream for an event center in the downtown warehouse area. Brad and his business partner Bill Morris continued to purchase more properties in downtown Lubbock in 1997. The property located at 601-607 Main Street has now been redeveloped into professional office space and is home to their CPA practices and Brad's financial planning practice. Brad and Bill also redeveloped portions of these downtown properties into upscale loft and studio apartments adjacent to their offices. (611-619 Main Street).

The scope of façade work will include exterior painting, landscaping, and signage totaling $50,000 in façade expenses. Permittable expenses will include electrical, plumbing, HVAC, and demolition totaling $498,000 in permittable expenses. $548,000 in total expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Duncan Bradley Green, property owner, totaling $25,000 and a Downtown Permittable Grant of $49,800 at 504 Ave G.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	02/04/22
Projected Project Start Date	03/01/22
Project Property Address	504 Avenue G, Lubbock, TX (Event Center) JQ
Property LCAD R#	R91646

GENERAL INFORMATION

Company Name	Duncan Bradley Green	Contact	Brad Green
Street Address	601 Main Street	Title	Owner
City, State, Zip	Lubbock, TX 79401	Phone	806-305-9600 office/ cell 806-535-5585
		Email	Brad.green@gm-cpa.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Remodel and update warehouse building to become an event center for art, music, and private events. New roof, new plumbing, new HVAC, new electrical, exterior improvements of landscaping, porches, awnings, windows, doors, concrete

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$498,000	$49,800
TOTAL	**$548,000**	**$74,800**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Duncan Bradley Green	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?	No
Are you in good standing with the State of Texas?	Yes

If you answered "No" to either of the above two questions, please explain

Building is owned by an individual. There is no sole proprietor registration required with the TX SOS office.

Is the firm and/or principals delinquent on any federal, state or local tax obligations?	No
Has the company or principals of the company had prior bankruptcies or lawsuits?	No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Brad Green

Date: 2/3/22 per email

504 Ave G

George & Helen Mahon Public Library
Buddy Holly Hall of Performing Arts and...
Avenue L
United States Postal Service
9th St
8th St
7th St
Charles Adams Gallery
806 Collective
LHUCA Icehouse
Two Docs Brewing Co
7th St
6th St
6th St
5th St
US 82 Frontage Road
Avenue G

Duncan B Green

502 Avenue G Event Center

Construction Budget vs Actual Costs

As of 11/20/23

Building Size = 6,500.00 sq ft

Expense Category	Estimated Budget
Fire Control System/Sprinklers	50,000.00
Insulation	20,000.00
Electrical	70,000.00
Plumbing	55,000.00
Mechanical / HVAC	60,000.00
Roofing upgrades / HVAC enclosure	18,000.00
Security system and Cameras	15,000.00
Interior / Exterior Painting	15,000.00
General Construction including Demolition, Framing, Concrete work, Finish out, Exterior Doors, Windows, Parking, ADA Ramps, etc.	150,000.00
Landscape and Signage	25,000.00
Architects, Engineers, City permits, etc.	10,000.00
Construction Design, Supervison and job Mngmt	60,000.00
Subtotals	548,000.00
Concrete Building and lot purchase price (previously paid by owner D B Green)	80,000.00
Totals	628,000.00

504 Ave G – Architectural Plans

FOR ALL INSPECTIONS CALL:
775-3150 OR 775-3176
CITY OF LUBBOCK 830 SRT
ACCEPTED FOR CONSTRUCTION
SUBJECT TO THE BUILDING CODE
AND/OR FIELD INSPECTIONS
ADDRESS: 504 Ave G
DATE: 8/24/2022 BY: JM

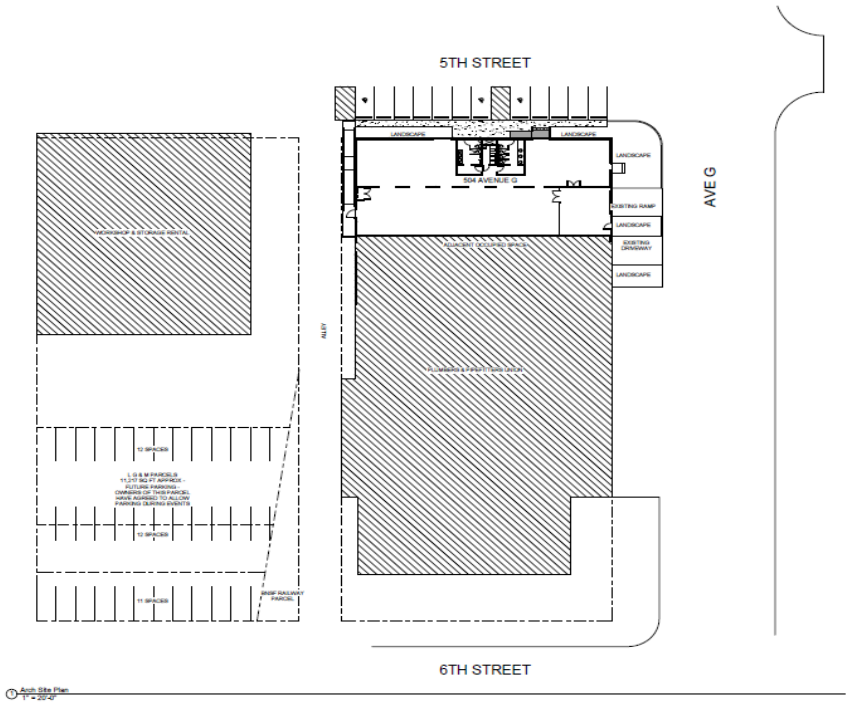
ALTC Permit #149885
BLDG: JM
ELEC: SUBJECT TO FIELD
PLBG/MECH: INSPECTION
TYPE OF CONST: V-B
SPRINKLER: NFPA-13
SQ. FT.: 6,139 sf
OCCUPANCY: A-2

ATTENTION:
SIGNS, THEIR SIZE AND LOCATIONS THAT MAY APPREAR ON THESE PLANS ARE NOT APPROVED. THEY ARE REQUIRED TO BE SUBMITTED AS SEPERATE PERMITS.

REVIEWED FOR CODE COMPLIANCE

SHALL COMPLY WITH ADOPTED NEC AND CITY OF LUBBOCK ELECTRICAL ORDINANCES SUBJECT TO FIELD INSPECTIONS

SHALL COMPLY WITH ADOPTED PLUMBING & MECHANICAL CODES AND CITY OF LUBBOCK ORDINANCES SUBJECT TO FIELD INSPECTIONS



Arch Site Plan
1" = 20'-0"

Flat Earth Design, Inc.
1910 Research Boulevard Bldg 1
Lubbock, Texas 79407
806-773-6783

6-5-2022

THESE PLANS SHALL REMAIN ON THE JOB SITE DURING CONSTRUCTION FOR ALL INSPECTIONS UNTIL THE BUILDING IS FINALED.

No.	Description	Date

Renovations to 504 Avenue G for Use as Banquet Hall

Site Plan

Project Number: Project Number
Date: Issue Date

A1.2

8/9/2022 11:08:12 PM

Keynote Legend

Key Value	Keynote Text
001	EXPOSED EXTERIOR WALL: W WOOD 2X4 FRAMING - INSTALL INSULATION BATT INSULATION - R-13 IN 5/8 GYP BD EXTERIOR WALLS - EXTENDS TO BOTTOM OF TRUSSES
001A	THIS PORTION OF WALL CONTAINS BLACK MASTIC MATERIAL THAT WAS WASH FOUND TO CONTAIN ASBESTOS. SPACE WALL FURRING OUT AS SHOWN AND EXTEND TO BOTTOM CHORD OF ROOF JOISTS - DO NOT PENETRATE OR OTHERWISE DISTURB MASTIC MATERIAL
002	NWW 2X4 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO DECK
003	NWW 2X4 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO BOTTOM OF TRUSSES
004	NWW 2X6 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO BOTTOM OF TRUSSES
005	NWW 2X4 WOOD, SYP BD PLUMBING FOR RETURN AIR PLENUM
006	NWW WOOD FRAME RETURN AIR PLENUM PLATFORM FOR HVAC UNITS
007	NWW QUANTO TOP FOR LAVATORY - BASE UNIT SHALL CONFORM TO 3 ARMACAD REQUIRED BY TAS - REFER TO DIAGRAM THIS SHEET - PLASTIC LAMINATE SHELF 9" ABOVE LAVATORY COUNTER, 9" DEEP
008	DEMOLISH METAL TOILET COMPARTMENTS & URINAL SCREENS
009	FOR NEW MASONRY WALL OPENINGS - REMOVE PORTION OF MASONRY WALL FOR PROPOSED OPENING, DEMO PER TXD MDTH X 7'-9" HEIGHT - PROVIDE LVL HEADERS - 2 X 11 7/8", WITH SPACERS AS REQUIRED TO MATCH THICKNESS OF WALL
010	INFILL EXISTING OPENING, WOOD FRAME PARTITION - PROVIDE R-13
011	NEW CONCRETE RAMP - SLOPE NOT TO EXCEED 1" PER 12" RUNNING FOOT RISE TAS 2012 - VERIFY LENGTH TO OBTAIN PROPER SLOPE

Keynote Legend

Key Value	Keynote Text
016	6" TOP CURB PER HANDRAILS - 36" HEIGHT ABOVE WALKING SURFACE - TOP CURB TO BE 6" MIN AS REQUIRED AT BOTTOMS OR RETURN POST TO GRADE BELOW
017	6" THICK CONCRETE SIDEWALKS - PER CITY SPEC, RSF NOTES
017.1	6" THICK CONCRETE SLAB AT PARKING - PER CITY SPEC, RSF NOTES
018	CONCRETE PARKING BUMPER BLOCKS
019	PROVIDE SIGNAGE AND MARKING AS REQUIRED FOR ACCESSIBLE PARKING SPACES - REFER TO TAS SECTION 69.104 REPRODUCED ON THIS SHEET FOR CORRECT SIGNAGE
020	EXISTING WINDOWS TO REMAIN
021	PAINTED STRIPING AND MARKINGS - 3" TYP 6'-0" HIGH, MOUNT 80" MINIMUM ABOVE GRADE OR WALKING SURFACE IS 48" ABOVE FINISH FLOOR
022	EXISTING ROLL-OVER CURB TO REMAIN - TAPER NEW PARKING TO MEET TOP CURB
023	EXISTING CONCRETE RAMP - ROLL OVER CURB FROM END OF EXISTING RAMP TO BACK OF EXISTING CURB
024	EXISTING DOOR TO REMAIN - REMOVE EXISTING HARDWARE AND REINSTALL IN CLOSED POSITION, INTERIOR WALL FURRING TO COVER EXISTING OPENING, HARDWARE SET: HB01, CLASS ANODIZED FINISH
025	PROVIDE NEW ALUMINUM STOREFRONT WITH 1" INSULATING GLASS TO FILL EXISTING OPENING - APPROX WIDTH SHOWN, HEIGHT APPROX. 8' - VERIFY EXISTING OPENING
026	NWW SOLID CORE WOOD FLUSH PANEL DOOR IN HOLLOW METAL OR WOOD FRAMES FOR RESTROOMS, PAINT FINISH, HARDWARE SET - HB02
027	NWW SOLID CORE WOOD FLUSH PANEL DOOR IN HOLLOW METAL OR WOOD FRAME, HARDWARE SET - HB04
028	NWW SOLID CORE WOOD FLUSH PANEL DOOR, PAIR, IN HOLLOW METAL OR WOOD FRAME, HARDWARE SET - HB05
029	EXISTING DOOR TO REMAIN, RE-KEY EXISTING HARDWARE TO MATCH NEW
030	NWW 1 3/4" SOTANOR INSULATED HOLLOW METAL DOOR AND FRAME, HARDWARE SET - HB01
031	NWW INSULATED, STEEL, SECTIONAL OVERHEAD DOOR - MANUAL OPERATION, VERIFY OPENING, MANUFACTURER'S STANDARD FINISH AS SELECTED
032	REMOVE EXISTING RAMP BETWEEN BUILDING AND BACK OF CURB
033	REMOVE EXISTING CONCRETE STEPS

Room Schedule

Room Number	Room Name	Occupancy	Occupancy Factor	Area	Occupant Load	Floor Finish	Base	Wall Finish	Ceiling Finish	Comments
1	Room	A-2	15	998 SF	66	Stained / Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	
2	Room	A-2	15	2305 SF	154	Stained / Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	
3	Room	A-2	15	1182 SF	79	Stained / Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	
				4485 SF	300					
13	Mech / Jan	ACCESSORY MECH	300	84 SF	1	Sealed Concrete	None	Paint Gyp Bd	Open to Structure	
				84 SF	1					
5	Storage	ACCESSORY STORAGE	300	588 SF	2	Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	STO
				588 SF	2					
11	Women	N/A		239 SF	0	Stained / Sealed Concrete	Tile / Aluminum TSS	Ceramic Tile Wainscot, Gyp Bd Above	ACT-1	Gyp. Bd. Ceiling In Entry Above - Ref ACP
12	Men	N/A		226 SF	0	Stained / Sealed Concrete	Tile / Aluminum TSS	Ceramic Tile Wainscot, Gyp Bd Above	ACT-1	Gyp. Bd. Ceiling In Entry Above - Ref ACP
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Hardware Legend

Key Value	Keynote Text
HB01	FOR DOOR TYPES 007 AND 008: BUTT HINGES, CLOSER, WEATHERSTRIPPING AND THRESHOLD, PROVIDE PUSH BAR EXIT DEVICE, WITH NIGHT LATCH PULL HANDLE AND CYLINDER FOR FINISHED ASSEMBLY
HB02	FOR RESTROOM DOORS: BUTT HINGES, CLOSER, PUSH PLATE & PULL HANDLE, KICK PLATE
HB03	FOR MECHANICAL ROOM DOOR: BUTT HINGES, "OFFICE" TYPE BORED LOCKSET W/ CYLINDER & THUMB TURN
HB04	FOR INTERIOR DOUBLE DOORS: BUTT HINGES, "OFFICE" TYPE BORED LOCKSET W/ CYLINDER & THUMB TURN, HSAC AND FOOT BOLTS ON "INACT M/S" PANEL

CODE SUMMARY

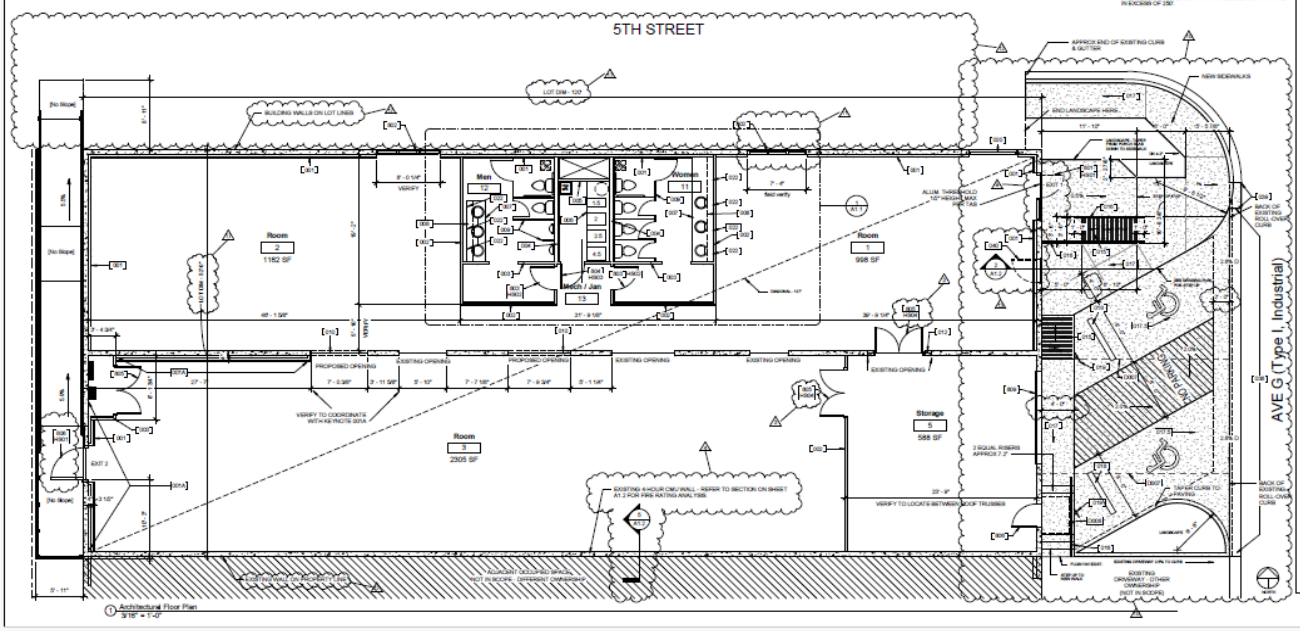
BUILDING CODE: IBC 2015
BUILDING TYPE: VB

BUILDING SHALL BE PROTECTED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEM

GROSS BUILDING AREA: 6139 SQUARE FEET

OCCUPANCIES PRESENT:	
A-2 BANQUET SPACES:	4484 NET SF
ACCESSORY STORAGE & MECH:	652 NET SF
OCCUPANT LOAD:	TOTAL 303, REF ROOM SCHEDULE
EXITS REQUIRED:	
EXITS PROVIDED:	
ALLOWABLE HEIGHT:	60', 2 STORY (VB, S)
ALLOWABLE AREA:	24,000 SF (VB, A-2, S)
DIAGONAL OF SPACE:	127'
EXIT SEPARATION REQ'D:	DIAGONAL = 47'
EXIT SEPARATION PROVIDED:	127' (Exit 1 to Exit 2)
EXITS PROVIDED:	
MAXIMUM TRAVEL DISTANCE:	75' TO EXIT

NO TRAVEL PATHS EXIST WITHIN THE BUILDING THAT ARE IN EXCESS OF 250'



Architectural Floor Plan
3/16" = 1'-0"

Flat Earth Design, Inc.
1910 Research Boulevard Bldg 1
Lubbock, Texas 79407
806-773-6783

11-08-2022

THESE PLANS SHALL REMAIN ON THE JOB SITE DURING CONSTRUCTION FOR ALL INSPECTIONS UNTIL THE BUILDING IS FINALED.

No.	Description	Date
5	Add Hardware Legend - Add panic hardware to exit doors	9-26-22
6	Add Fire Rating note and wall section for south demising wall	9-26-22
9	Relocate Exit 1 to Northeast corner of building	11-1-22
10	Rework parkway at east side for two accessible parking spaces	11-1-22
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12	Delete parking, entry porch / ramp, and sidewalks along 5th Street	11-1-22
13	Permanently Close Door	11-1-22
16	Revisions to Code Summary - Exits Provided	11-4-22
17	Added Property Line and Dimensions	11-4-22
18	Moved parking spaces 1'-0" to east to widen sidewalk.	11-8-22

Renovations to 504 Avenue G for Use as Banquet Hall

Architectural Floor Plan

Project Number: Project Number
Date: Issue Date

A1

11/8/2022 3:48:18 PM

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Duncan Bradley Green, located at 504 Avenue G, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Duncan Bradley Green is renovating his property at 504 Avenue G, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes heating, ventilation, and air conditioning (HVAC), electrical, plumbing, and demolition.

The cost of the project is estimated to be $498,000, and the requested grant amount is $49,800. The Market Lubbock, Inc. Board of Directors approved this amount at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $498,000, with $49,800 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the Duncan Bradley Green is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Duncan Bradley Green
2.28.24

RE 24--13

RESOLUTION APPROVING
DUNCAN BRADLEY GREEN AT 504 AVENUE G
DOWNTOWN FACADE & PERMITTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, February 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Duncan Bradley (Brad) Green, owner of 504 Avenue G, who is making improvements to both the interior and exterior of his property, which is located in the Downtown TIF. Brad Green has been an avid supporter of the revitalization of the downtown Lubbock area for more than 30 years. Brad purchased the property at 504 Avenue G in 1993 with a dream of developing the old warehouse into a vibrant event space for the arts, music, and family gatherings. The planned renovation of this 504 G warehouse is the culmination of Brad's dream for an event center in the downtown warehouse area. Brad and his business partner Bill Morris continued to purchase more properties in downtown Lubbock in 1997. The property located at 601-607 Main Street has now been redeveloped into professional office space and is home to their CPA practices and Brad's financial planning practice. Brad and Bill also redeveloped portions of these downtown properties into upscale lofts and studio apartments adjacent to their offices. (611-619 Main Street).

The scope of façade work will include exterior painting, landscaping, and signage totaling $50,000 in façade expenses. Permittable expenses will include electrical, plumbing, HVAC, and demolition totaling $498,000 in permittable expenses. $548,000 in total expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Duncan Bradley Green, property owner, a Downtown Façade Grant for $25,000 and a Downtown Permittable Grant for $49,800 at 504 Avenue G, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr, Lori Rice-Spearman, and Seconded by Director, Mr. Sonny Garza.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Duncan Bradley Green, a Downtown Façade and Permittable grant for improvements to the property at 504 Avenue G, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM

504 Avenue G

(Duncan Bradley Green, Property Owner)

TOTAL SCOPE OF WORK = $548,000

GRANT TOTAL = $74,800

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $498,000

PERMITTABLE GRANT = $49,800

Downtown Grant Program
Presented to MLI Board
February 28, 2024

Project 504 Ave G (Façade & Permittable)

Duncan Bradley Green, owner of 504 Ave G, is making improvements to both the interior and the exterior of his property, located in the Downtown TIF.

Duncan Bradley (Brad) Green has been an avid supporter of the revitalization of the downtown Lubbock area for more than 30 years. Brad purchased the property at 504 Avenue G in 1993 with a dream of developing the old warehouse into a vibrant event space for the arts, music, and family gatherings. The planned renovation of this 504 G warehouse is the culmination of Brad's dream for an event center in the downtown warehouse area. Brad and his business partner Bill Morris continued to purchase more properties in downtown Lubbock in 1997. The property located at 601-607 Main Street has now been redeveloped into professional office space and is home to their CPA practices and Brad's financial planning practice. Brad and Bill also redeveloped portions of these downtown properties into upscale loft and studio apartments adjacent to their offices. (611-619 Main Street).

The scope of façade work will include exterior painting, landscaping, and signage totaling $50,000 in façade expenses. Permittable expenses will include electrical, plumbing, HVAC, and demolition totaling $498,000 in permittable expenses. $548,000 in total expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Duncan Bradley Green, property owner, totaling $25,000 and a Downtown Permittable Grant of $49,800 at 504 Ave G.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	02/04/22
Projected Project Start Date	03/01/22
Project Property Address	504 Avenue G, Lubbock, TX (Event Center) JQ
Property LCAD R#	R91646

GENERAL INFORMATION

Company Name	Duncan Bradley Green	Contact	Brad Green
Street Address	601 Main Street	Title	Owner
City, State, Zip	Lubbock, TX 79401	Phone	806-305-9600 office/ cell 806-535-5585
		Email	Brad.green@gm-cpa.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Remodel and update warehouse building to become an event center for art, music, and private events. New roof, new plumbing, new HVAC, new electrical, exterior improvements of landscaping, porches, awnings, windows, doors, concrete

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$498,000	$49,800
TOTAL	**$548,000**	**$74,800**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Duncan Bradley Green	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?	No
Are you in good standing with the State of Texas?	Yes

If you answered "No" to either of the above two questions, please explain

Building is owned by an individual. There is no sole proprietor registration required with the TX SOS office.

Is the firm and/or principals delinquent on any federal, state or local tax obligations?	No
Has the company or principals of the company had prior bankruptcies or lawsuits?	No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Brad Green

Date: 2/3/22 per email

504 Ave G

George & Helen Mahon Public Library
Buddy Holly Hall of Performing Arts and...
Avenue L
United States Postal Service
9th St
8th St
7th St
Charles Adams Gallery
806 Collective
LHUCA Icehouse
Two Docs Brewing Co
7th St
6th St
6th St
5th St
US 82 Frontage Road
Avenue G

Duncan B Green

502 Avenue G Event Center

Construction Budget vs Actual Costs

As of 11/20/23

Building Size = 6,500.00 sq ft

Expense Category	Estimated Budget
Fire Control System/Sprinklers	50,000.00
Insulation	20,000.00
Electrical	70,000.00
Plumbing	55,000.00
Mechanical / HVAC	60,000.00
Roofing upgrades / HVAC enclosure	18,000.00
Security system and Cameras	15,000.00
Interior / Exterior Painting	15,000.00
General Construction including Demolition, Framing, Concrete work, Finish out, Exterior Doors, Windows, Parking, ADA Ramps, etc.	150,000.00
Landscape and Signage	25,000.00
Architects, Engineers, City permits, etc.	10,000.00
Construction Design, Supervison and job Mngmt	60,000.00
Subtotals	548,000.00
Concrete Building and lot purchase price (previously paid by owner D B Green)	80,000.00
Totals	628,000.00

504 Ave G – Architectural Plans

FOR ALL INSPECTIONS CALL:
775-3150 OR 775-3176
CITY OF LUBBOCK 830 SRT
ACCEPTED FOR CONSTRUCTION
SUBJECT TO THE BUILDING CODE
AND/OR FIELD INSPECTIONS
ADDRESS: 504 Ave G
DATE: 8/24/2022 BY: JM

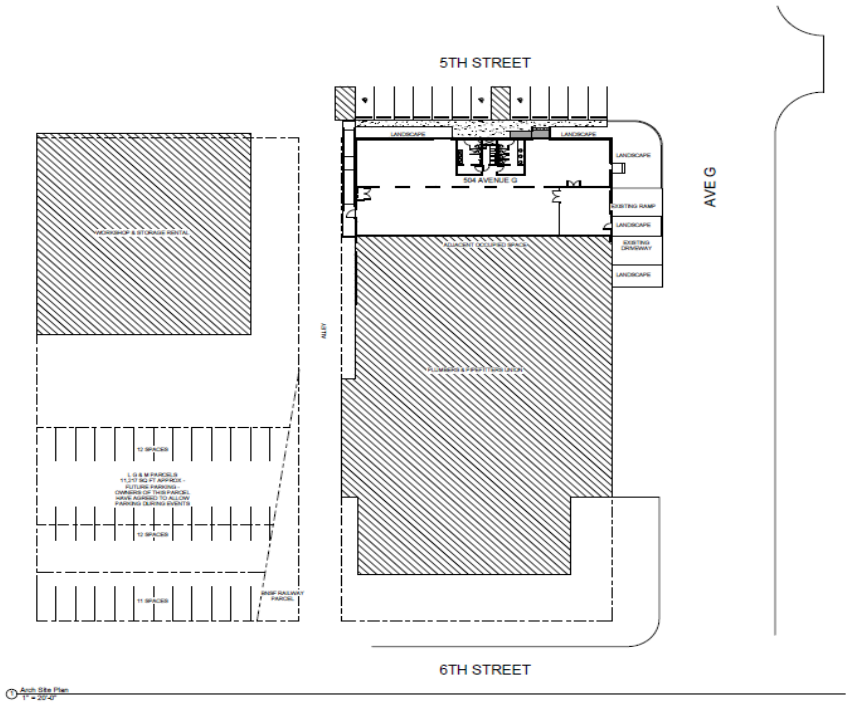
ALTC Permit #149885
BLDG: JM
ELEC: SUBJECT TO FIELD
PLBG/MECH: INSPECTION
TYPE OF CONST: V-B
SPRINKLER: NFPA-13
SQ. FT.: 6,139 sf
OCCUPANCY: A-2

ATTENTION:
SIGNS, THEIR SIZE AND LOCATIONS THAT MAY APPREAR ON THESE PLANS ARE NOT APPROVED. THEY ARE REQUIRED TO BE SUBMITTED AS SEPERATE PERMITS.

REVIEWED FOR CODE COMPLIANCE

SHALL COMPLY WITH ADOPTED NEC AND CITY OF LUBBOCK ELECTRICAL ORDINANCES SUBJECT TO FIELD INSPECTIONS

SHALL COMPLY WITH ADOPTED PLUMBING & MECHANICAL CODES AND CITY OF LUBBOCK ORDINANCES SUBJECT TO FIELD INSPECTIONS



Arch Site Plan
1" = 20'-0"

Flat Earth Design, Inc.
1910 Research Boulevard Bldg 1
Lubbock, Texas 79407
806-773-6783

6-5-2022

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No.	Description	Date

Renovations to 504 Avenue G for Use as Banquet Hall

Site Plan

Project Number: Project Number
Date: Issue Date

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Keynote Legend

Key Value	Keynote Text
001	EXPOSED EXTERIOR WALL: W WOOD 2X4 FRAMING - INSTALL INSULATION BATT INSULATION - R-13 IN 5/8 GYP BD EXTERIOR WALLS - EXTENDS TO BOTTOM OF TRUSSES
001A	THIS PORTION OF WALL CONTAINS BLACK MASTIC MATERIAL THAT WAS WASH FOUND TO CONTAIN ASBESTOS. SPACE WALL FURRING OUT AS SHOWN AND EXTEND TO BOTTOM CHORD OF ROOF JOISTS - DO NOT PENETRATE OR OTHERWISE DISTURB MASTIC MATERIAL
002	NWW 2X4 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO DECK
003	NWW 2X4 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO BOTTOM OF TRUSSES
004	NWW 2X6 WOOD, SYP BD PARTITION (FINISH PER SCHEDULE) W/ ACOUSTIC BATT INSULATION - EXTEND TO BOTTOM OF TRUSSES
005	NWW 2X4 WOOD, SYP BD PLUMBING FOR RETURN AIR PLENUM
006	NWW WOOD FRAME RETURN AIR PLENUM PLATFORM FOR HVAC UNITS
007	NWW QUANTO TOP FOR LAVATORY - BASE UNIT SHALL CONFORM TO 3 ARMACAD REQUIRED BY TAS - REFER TO DIAGRAM THIS SHEET - PLASTIC LAMINATE SHELF 9" ABOVE LAVATORY COUNTER, 9" DEEP
008	DEMOLISH METAL TOILET COMPARTMENTS & URINAL SCREENS
009	FOR NEW MASONRY WALL OPENINGS - REMOVE PORTION OF MASONRY WALL FOR PROPOSED OPENING, DEMO PER TXD MDTH X 7'-9" HEIGHT - PROVIDE LVL HEADERS - 2 X 11 7/8", WITH SPACERS AS REQUIRED TO MATCH THICKNESS OF WALL
010	INFILL EXISTING OPENING, WOOD FRAME PARTITION - PROVIDE R-13
011	NEW CONCRETE RAMP - SLOPE NOT TO EXCEED 1" PER 12" RUNNING FOOT RISE TAS 2012 - VERIFY LENGTH TO OBTAIN PROPER SLOPE

Keynote Legend

Key Value	Keynote Text
016	6" TOP CURB PER HANDRAILS - 36" HEIGHT ABOVE WALKING SURFACE - TOP CURB TO BE 6" MIN AS REQUIRED AT BOTTOMS OR RETURN POST TO GRADE BELOW
017	6" THICK CONCRETE SIDEWALKS - PER CITY SPEC, RSF NOTES
017.1	6" THICK CONCRETE SLAB AT PARKING - PER CITY SPEC, RSF NOTES
018	CONCRETE PARKING BUMPER BLOCKS
019	PROVIDE SIGNAGE AND MARKING AS REQUIRED FOR ACCESSIBLE PARKING SPACES - REFER TO TAS SECTION 69.104 REPRODUCED ON THIS SHEET FOR CORRECT SIGNAGE
020	EXISTING WINDOWS TO REMAIN
021	PAINTED STRIPING AND MARKINGS - 3" TYP 6'-0" HIGH, MOUNT 80" MINIMUM ABOVE GRADE OR WALKING SURFACE IS 48" ABOVE FINISH FLOOR
022	EXISTING ROLL-OVER CURB TO REMAIN - TAPER NEW PARKING TO MEET TOP CURB
023	EXISTING CONCRETE RAMP - ROLL OVER CURB FROM END OF EXISTING RAMP TO BACK OF EXISTING CURB
024	EXISTING DOOR TO REMAIN - REMOVE EXISTING HARDWARE AND REINSTALL IN CLOSED POSITION, INTERIOR WALL FURRING TO COVER EXISTING OPENING, HARDWARE SET: HB01, CLASS ANODIZED FINISH
025	PROVIDE NEW ALUMINUM STOREFRONT WITH 1" INSULATING GLASS TO FILL EXISTING OPENING - APPROX WIDTH SHOWN, HEIGHT APPROX. 8' - VERIFY EXISTING OPENING
026	NWW SOLID CORE WOOD FLUSH PANEL DOOR IN HOLLOW METAL OR WOOD FRAMES FOR RESTROOMS, PAINT FINISH, HARDWARE SET - HB02
027	NWW SOLID CORE WOOD FLUSH PANEL DOOR IN HOLLOW METAL OR WOOD FRAME, HARDWARE SET - HB04
028	NWW SOLID CORE WOOD FLUSH PANEL DOOR, PAIR, IN HOLLOW METAL OR WOOD FRAME, HARDWARE SET - HB05
029	EXISTING DOOR TO REMAIN, RE-KEY EXISTING HARDWARE TO MATCH NEW
030	NWW 1 3/4" SOTANOR INSULATED HOLLOW METAL DOOR AND FRAME, HARDWARE SET - HB01
031	NWW INSULATED, STEEL, SECTIONAL OVERHEAD DOOR - MANUAL OPERATION, VERIFY OPENING, MANUFACTURER'S STANDARD FINISH AS SELECTED
032	REMOVE EXISTING RAMP BETWEEN BUILDING AND BACK OF CURB
033	REMOVE EXISTING CONCRETE STEPS

Room Schedule

Room Number	Room Name	Occupancy	Occupancy Factor	Area	Occupant Load	Floor Finish	Base	Wall Finish	Ceiling Finish	Comments
1	Room	A-2	15	998 SF	66	Stained / Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	
2	Room	A-2	15	2305 SF	154	Stained / Sealed Concrete	Wood - Paint Finish	Paint Gyp Bd, Paint Masonry	Open to Structure	
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HB04	FOR INTERIOR DOUBLE DOORS: BUTT HINGES, "OFFICE" TYPE BORED LOCKSET W/ CYLINDER & THUMB TURN, HSAC AND FOOT BOLTS ON "INACT M/S" PANEL

CODE SUMMARY

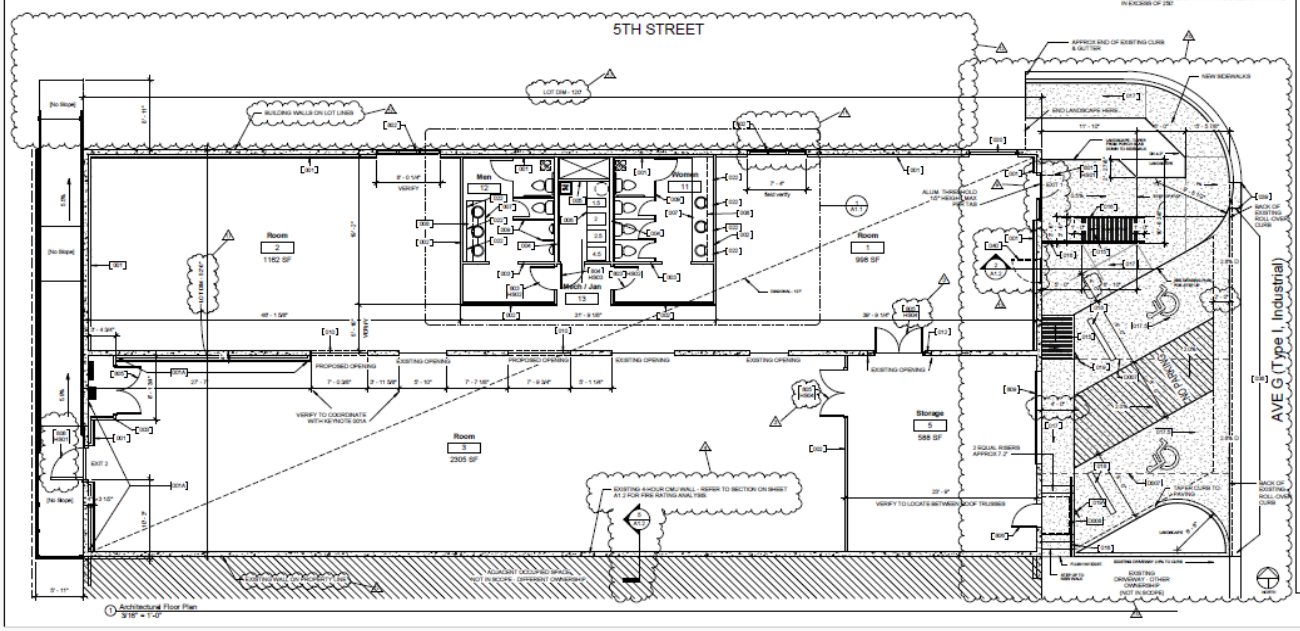
BUILDING CODE: IBC 2015
BUILDING TYPE: VB

BUILDING SHALL BE PROTECTED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEM

GROSS BUILDING AREA: 6139 SQUARE FEET

OCCUPANCIES PRESENT:	
A-2 BANQUET SPACES:	4484 NET SF
ACCESSORY STORAGE & MECH:	652 NET SF
OCCUPANT LOAD:	TOTAL 303, REF ROOM SCHEDULE
EXITS REQUIRED:	
EXITS PROVIDED:	
ALLOWABLE HEIGHT:	60', 2 STORY (VB, S)
ALLOWABLE AREA:	24,000 SF (VB, A-2, S)
DIAGONAL OF SPACE:	127'
EXIT SEPARATION REQ'D:	DIAGONAL = 47'
EXIT SEPARATION PROVIDED:	127' (Exit 1 to Exit 2)
EXITS PROVIDED:	
MAXIMUM TRAVEL DISTANCE:	75' TO EXIT

NO TRAVEL PATHS EXIST WITHIN THE BUILDING THAT ARE IN EXCESS OF 250'



Architectural Floor Plan
3/16" = 1'-0"

Flat Earth Design, Inc.
1910 Research Boulevard Bldg 1
Lubbock, Texas 79407
806-773-6783

11-08-2022

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No.	Description	Date
5	Add Hardware Legend - Add panic hardware to exit doors	9-26-22
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9	Relocate Exit 1 to Northeast corner of building	11-1-22
10	Rework parkway at east side for two accessible parking spaces	11-1-22
11	Revise storefront at previous entrance location to windows only	11-1-22
12	Delete parking, entry porch / ramp, and sidewalks along 5th Street	11-1-22
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Renovations to 504 Avenue G for Use as Banquet Hall

Architectural Floor Plan

Project Number: Project Number
Date: Issue Date

A1

11/8/2022 3:48:18 PM

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Q-505 dba Double Tree Lubbock University Area, located at 505 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Double Tree Lubbock University Area is renovating their property at 505 Avenue Q, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes repairing the north and east parking lots.

The cost of the project is estimated to be $50,533, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,533, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Q-505, LLC, dba Double Tree Lubbock University Area, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES Market Lubbock DT Facade Expenditure – Double Tree
2.28.24

RE 24--14

RESOLUTION APPROVING
Q-505, LLC – DBA DOUBLE TREE LUBBOCK UNIVERSITY AREA
AT 505 AVENUE Q
DOWNTOWN FACADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, February 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Q-505, LLC, dba Double Tree Lubbock University Area, that is making improvements to the north and east parking lot areas at 505 Ave Q, located within the Downtown TIF.

The scope of work will include repairing the north and east parking lots totaling $50,533 in façade expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Q-505, LLC, dba Double Tree Lubbock University Area, a Downtown Façade Grant for $25,000 at 505 Avenue Q, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Brett Cate, and Seconded by Director, Mr. Henry Patel.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Q-505, LLC dba Double Tree Lubbock University Area, a Downtown Façade grant for improvements to the property at 505 Avenue Q, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM

505 Ave Q

(Q-505, LLC – dba Double Tree Lubbock University Area)

TOTAL SCOPE OF WORK = $50,533

FACADE GRANT = $25,000

Downtown Grant Program
Presented to MLI Board
February 28, 2024

Project 505 Ave Q (Façade)

Q-505, LLC, dba Double Tree Lubbock University Area, is making improvements to the north and east parking lot areas 505 Ave Q, located within the Downtown TIF. The scope of work will include repairing the north and east parking lots totaling $50,533 in façade expenses.

The MLI Board is being asked to consider a Downtown Facade Grant for Q-505, LLC, totaling $25,000 at 505 Ave Q.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	02/08/24
Projected Project Start Date	02/12/24
Project Property Address	505 Ave Q, Lubbock, TX 79410
Property LCAD R#	73249

GENERAL INFORMATION

Company Name	Q-505, LLC	Contact	Travis Stribling
Street Address	119 S. Irving St.	Title	Owner
City, State, Zip	San Angelo, TX 76903	Phone	832-453-6050
		Email	travisstribling@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☐ Façade ☑

Project Summary Scope

We are looking to continue with the replacement of parking lot surface around our building. The scope of this work is to focus initially on replacing asphalt drive lanes with concrete. The scope of this replacement is an area on the eastern boundary of our property that includes an access easement (formerly Pecos Ave). We will replace from the back of the new concrete approach on Mac Davis to the southern edge of the overflow parking spaces on the northern portion of our site. This driveway has seen a significant increase in traffic due to TxDOT/City of Lubbock improvements to Ave Q that includes a concrete center median, prohibiting Southbound traffic on Ave Q from turning onto our property. Rather, guests are forced to turn onto Mac Davis Lane and enter the property through our approach on the eastern side of the property. We are also replacing the drive lane that runs between our building and the Super 8 to the North of our property.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade - Northern Lot ($9,724 + $5,440)	$15,164	$7,582
Façade - Eastern Lot ($30,600 + $4,769)	$35,369	$17,418
TOTAL	**$50,533**	**$25,000**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Travis Stribling	>5%	Bob Stribling	>5%
Ben Stribling	>5%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? Yes

If you answered "Yes" to either of the above two questions, please explain

Q-505 LLC was involved in litigation with the contractor hired to remodel the hotel (WB General Contractors). That dispute has been resolved.

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Travis Stribling

Date: per email 2/8/24

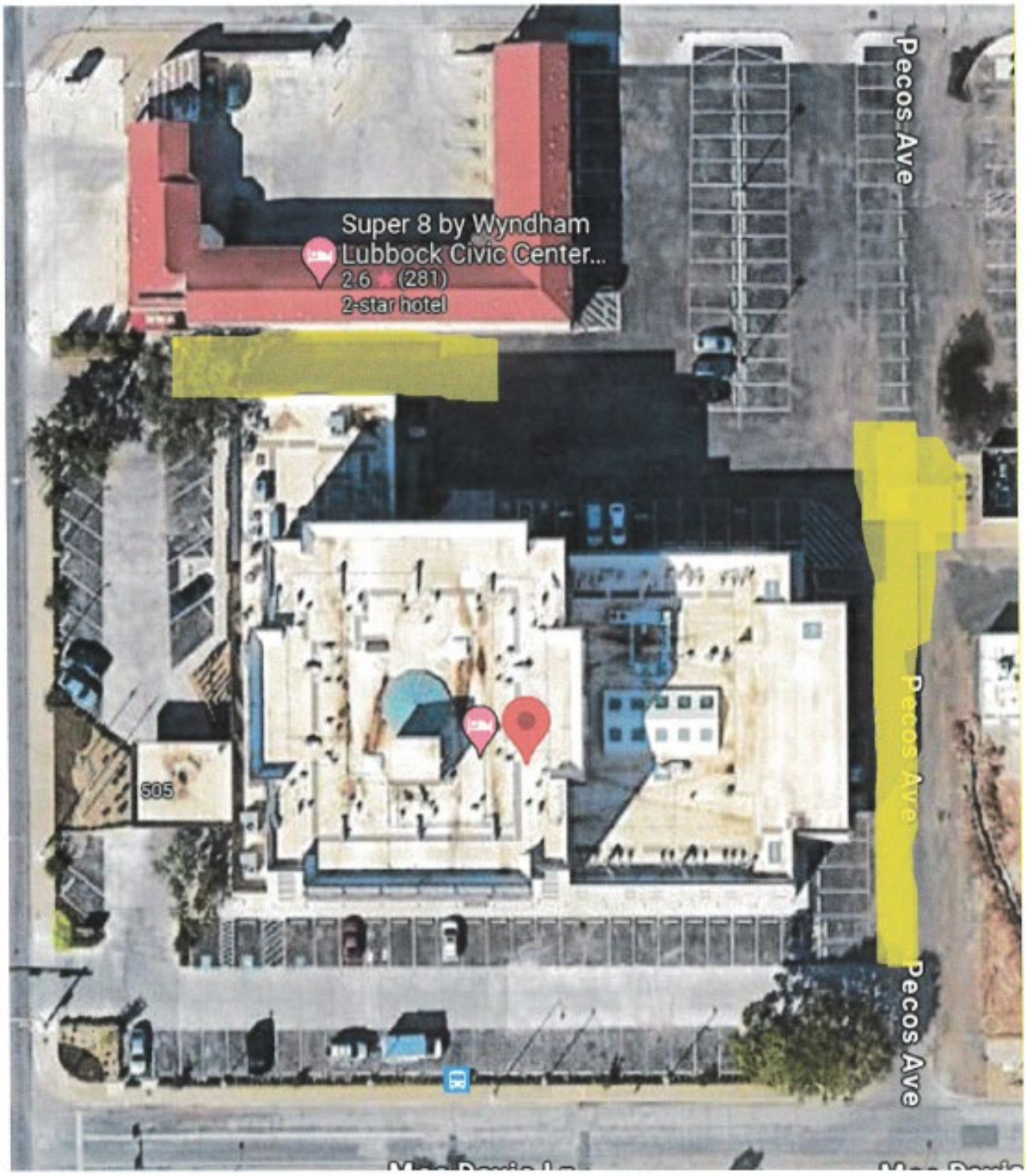
505 Ave Q – Before Pictures

Doubletree by Hilton Lubbock University Area

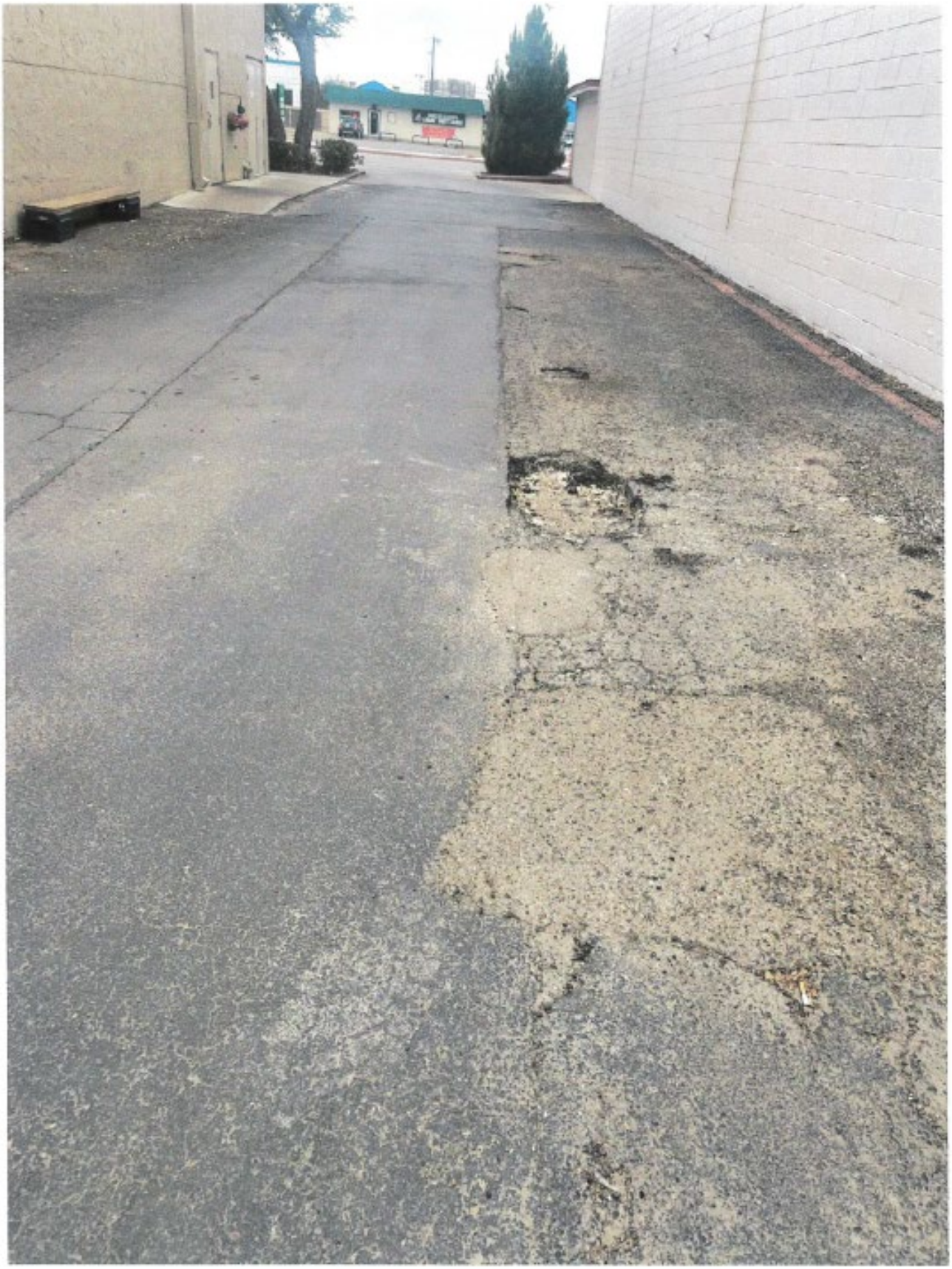
Parking Lot Replacement

Site Overview and Current Condition Photos

Property Oooverview (Yellow Shaded Areas are scope of work)



North driveway between hotel and Super 8 neighbor.



East driveway between hotel and Jack Chapman property (East neighbor with frontage on Mac Davis Ln)

East Driveway

505 Ave Q – Parking Lot Bids

Toll Free 888-391-2164
Fax 888-391-5464

PROPOSAL
February 6, 2024

To: _____
(Owner/Representative)

DoubleTree by Hilton
Q505 LLC
505 Ave Q
Lubbock, TX 79401

Parking Lot Repairs

Concrete Repair northside between doubletree and super 8 motel existing concrete to edge of wood fence.

1. Tear out old asphalt, dirt and haul off
2. Install approximately 5 inch concrete 4000 psi with air, marco fiber, expansion joint every 60 ft with dowels in the middle, saw cut down the middle of the and saw cut every 10-12 ft

26 ft x 44 ft 1,144 sq ft at $9,724.00 ($8.50 Sq ft) plus sale tax
32 ft x 20 ft 640 sq ft at $5,440.00 ($8.50 Sq Ft) plus sale tax

Shuff Construction, Inc. a Texas Corporation

Contractor: _____ (Sales Person) _____ (Signature)

Purchaser: _____ (Company) _____ (Name and Title)

_____ (Date) _____ (Signature)

The undersigned Purchaser by execution hereof accepts this document and all its terms and conditions

Toll Free 888-391-2164
Fax 888-391-5464

PROPOSAL
January 24, 2024

To: _____
(Owner/Representative)

DoubleTree by Hilton
Q505 LLC
505 Ave Q
Lubbock, TX 79401

Parking Lot Repairs

Concrete Repair eastside from approach on the southeast side to end of the hotel tower on the north side

1. Tear out old asphalt, dirt and haul off
2. Install approximately 5 inch concrete 4000 psi with air, marco fiber, expansion joint every 60 ft with dowels in the middle, saw cut down the middle of the and saw cut every 10-12 ft

18ft x 200ft 3,600 sq ft at $30,600.00 ($8.50 Sq ft) plus sale tax
17ft x 33ft 561 sq ft at $4,768.50 ($8.50 Sq Ft) plus sale tax

Shuff Construction, Inc. a Texas Corporation

Contractor: _____ _____
Sales Person Signature

Purchaser: _____ _____
Company Name and Title

_____ _____
Date Signature

The undersigned Purchaser by execution hereof accepts this document and all its terms and conditions

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Chuck Chapman Electric, Inc., dba CC Electric, located at 1219 Avenue A, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

CC Electric is renovating their property at 1219 Avenue A, located within the Lubbock East Neighborhood Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes new glass windows and doors, parking lot seal coat, new fencing and gates, and new turf. The cost of the project is estimated to be $34,563, and the requested grant amount is $17,282. The Market Lubbock, Inc. Board of Directors approved this amount at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $34,563, with $17,282 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Chuck Chapman Electric, Inc., dba CC Electric, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock CRG Facade Expenditure – CC Electric
2.28.24

RE 24-15

RESOLUTION APPROVING
CHUCK CHAPMAN, OWNER OF CC ELECTRIC, INC. AT 1219 AVENUE A
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE GRANT

ATE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, January 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Chuck Chapman, owner of CC Electric, Inc., who is renovating the exterior of his property located at 1219 Avenue A, which is located in the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. With a legacy spanning over three decades, Chuck Chapman Electric Inc. (DBA CC Electric) stands as a cornerstone in the electrical industry, specializing in premium commercial, industrial, and residential services. Since 1992, their unwavering commitment to excellence has fueled their journey. From wiring the foundations of commercial spaces to illuminating industrial complexes, their expert electricians have seamlessly woven innovation and precision into every project. With a client-centric approach, they have cultivated enduring relationships, becoming a trusted partner for businesses across diverse sectors. C. C. Electric's 30-year milestone is a testament to their adaptability and industry leadership. They've evolved with advancements, consistently integrating cutting-edge technologies to engineer solutions. Powering progress, they have contributed to the growth of countless enterprises. At C.C. Electric, their history fuels their future. As they celebrate their legacy, they continue to champion quality, safety, and client satisfaction. With gratitude to their patrons and a commitment to the road ahead, they're excited to illuminate the next chapter together.

The scope of the facade work will include new glass windows and doors, parking lot seal coat, new fence and gate, and new turf totaling $34,563 in façade expenses.

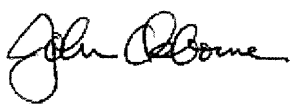
The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant CC Electric a Commercial Revitalization Façade Grant for $17,282 at 1219 Avenue A, which is in the Lubbock Neighborhood Empowerment Zone, once proof of payment has been submitted.

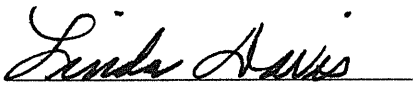
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by Director, Mr. Sonny Garza.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Chuck Chapman, owner of CC Electric at 1219 Avenue A, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. COMMERCIAL REVITALIZATION GRANT PROGRAM

1219 Ave A

(Chuck Chapman Electric, Inc., dba C C Electric)

SCOPE OF FAÇADE WORK = $34,563

FAÇADE GRANT = $17,282

Commercial Revitalization Grant Program
Presented to MLI Board
February 28, 2024

Project 1219 Ave A (Façade)

Chuck Chapman, owner of C C Electric is renovating the exterior of his property located at 1219 Ave A.

With a legacy spanning over three decades, Chuck Chapman Electric Inc. (DBA CC Electric) stands as a cornerstone in the electrical industry, specializing in premium commercial, industrial, and residential services. Since 1992, their unwavering commitment to excellence has fueled their journey.

From wiring the foundations of commercial spaces to illuminating industrial complexes, their expert electricians have seamlessly woven innovation and precision into every project. With a client-centric approach, they have cultivated enduring relationships, becoming a trusted partner for businesses across diverse sectors.

C. C. Electric's 30-year milestone is a testament to their adaptability and industry leadership. They've evolved with advancements, consistently integrating cutting-edge technologies to engineer solutions. Powering progress, they have contributed to the growth of countless enterprises.

At C.C. Electric, their history fuels their future. As they celebrate their legacy, they continue to champion quality, safety, and client satisfaction. With gratitude to their patrons and a commitment to the road ahead, they're excited to illuminate the next chapter together.

The scope of work will include new glass windows/doors, parking lot seal coat, new fence and gate, and new turf totaling $34,563 in façade expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for C C Electric totaling $17,282 at 1219 Ave A.

Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.23.8241
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	8.22.23
Projected Project Start Date	1.1.24
Project Property Address	1219 Ave A
Property LCAD R#	112530

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	C C Electric
Street Address	1219 Ave A
City, State, Zip	Lubbock, TX 79401

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Chuck Chapman
Title	President
Phone Number	806-789-2293
Email	chuckccelubbock@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Replace windows, door, fencing, gate and seal coat parking lot.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Seal Coat	$1,608	$804
Windows and Door	$10,621	$5,311
Fence and Gate	$12,849	$6,425
Turf	$9,485	$4,743
TOTAL	**$34,563**	**$17,282**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Chuck Chapman	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Scope of work meets East Side/34th St./N. University standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Chuck Chapman via email

Date: 8.22.23

PH: (806) 687-6841 5818 CR6300 Lubbock, TX 79416 FAX: (806) 687-6843

PROPOSAL

Attn: Chuck Chapman / C. C. Electric / PH 806-789-2293 / Eml: chuckccelubbock@gmail.com

Project: C. C. Electric New Storefront

Location: 1219 Ave A / Lubbock, TX 79401

Price: **Nine Thousand Nine Hundred Sixty Nine Dollars ($9,969.00)**

(See attached elevations)
Price includes material and labor to install (1) aluminum entrance with sidelites and (2) aluminum storefront windows.
Price includes:

- Dark Bronze Anodized Aluminum Framing
- 2" x 4-1/2" Aluminum Storefront Framing
- (1) 3' x 6'8" Narrow Stile Aluminum Door with 10" Bottom Rail. Door will have manufacture's standard hardware including
  - ✓ Surface mounted Closer
  - ✓ Offset pivot hinges
  - ✓ Push bar / Pull handle
  - ✓ MS Lockset with cylinder and thumb turn
  - ✓ Threshold, Sweep and Weather Stripping
- Glass will be 1" Gray LowE Tempered Insulated Glass

Add: $652.00 to replace (1) lite of 1" Gray Glass 60-3/4"w x 41-1/2"h.

Accepted:

Company. CC ELECTRIC

By: Chuck Chapman

Title. PRESIDENT

Date. 9/18/2023

Horizon Glass:

By. Chad F Floyd

Title: Estimator

Date: August 9, 2023

Please include the replacement of the damaged window.

Thanks

Permit Number: COMM-181848-2024

Permit Details () | Tab Elements () | Main Menu ()

^ (.multi-collapse)

Type:

Commercial Building – Alterations

Status:

Reviewed

Project Name:

IVR Number:

356396

Applied Date:

02/08/2024

Issue Date:

District:

ORIGINAL TOWN LUBBOCK

Assigned To:

Magar, Jamie

Expire Date:

Square Feet:

833.33

Valuation:

$10,000.00

Anderson Fence Co.

4610 106th
Lubbock, TX 79424
806-786-4216

Date: July 16, 2023

Company: CC Electric

Attn: Chuck

From: Tod Anderson

Anderson Fence Co. is pleased to present the following quotation for labor and materials required for the following project.

Replace South side gate with a 6' cantilever gate with barbwire.
Replace West side gate and fence with a 6' cantilever gate with barbwire and fence.

Price $ 12,849.15

Thank You For The Opportunity!

Tod Anderson
References available upon request
Fully Insured- Copies upon request

Proposal

Page # _____ of _____ pages

F.E.D. #75-2194075
cell #806-789-5415

Homer's Asphalt & Seal Coating
8110 C.R. 5850
Shallowater, Tx. 79363

PROPOSAL SUBMITTED TO: C C Electric	JOB NAME C C Electric	JOB #
ADDRESS 1219 Ave. A	JOB LOCATION 1219 - Ave. A	
Lubbock, Tx.	DATE 8-12-23	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Repairing & Seal coat lot @ 1219 - Ave. A. On repair will restabilize base after tree trunk is removed, Seal edges, then lay area with hot asphalt mix, Level & roll smooth, After repair will sweep lot free of dirt, gravel, plus blow off fine dust. Will seal coat lot using Master Seal. Will haul away any waste.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:
$1,485.00 tax $122.51 = $1607.51 Dollars

with payments to be made as follows: To Be Paid Upon Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Thank You

Respectfully submitted Homer E. Ortega

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

A-NC3819 / T-3850 09-11

Golf Greens Texas

CHAPMAN, CHUCK
20404 CR2040
LUBBOCK, TX 79424

Sales: Bill Hillstrom
Chapman, Chuck | 1219 Avenue A
1219 Avenue A Lubbock, Texas 79401

Est ID: EST4362581
Date: Jan-31-2024

Email: chuckccelubbock@gmail.com
Phone: 806-789-2293

CC Elec Turf Purchase			**$3,971.56**
1020 Each	Turf - STI PL967 Fresh Zoysia Pro	Softlawn PL967 Fresh Zoysia Pro artificial grass; 1-1/2" height, 50oz faceweight, 77oz total weight, Field/Apple/Tan colored Polyethylene 3 shape design grass fibers, Forest/Olive green colored Texturized Polypropylene thatch. Dual Layered primary ba	$3559.80
1	Freight - Inbound	Inbound freight charges	$411.76
CC Elec Installation and supplies			**$5,185.64**
0.67 Each	Weedbarrier Fabric 6' X 300'	CS-6300BLK 6' X 300' 1.9oz 10year Landscape Weedbarrier fabric	$159.66
30 each	Sand:Silica Sand 16/30 - 50 lb	50lb bag Silica Sand, 16/30 grit, primarily used for sand filled greens	$226.20
55 feet	Seam Tape.:Seam Tape - per foot	#178799 Ultrabond high strength seam tape; per linear foot. 12" wide	$30.80
1 bucket	Adhesives:Ultrabond 1K - 1 gallon	Ultrabond 233304, PU 1K Premium Fast Set Sport Turf Adhesive, price is per each. (4-1 gallon pails per case) price per individual gallons.....	$111.18
0.75 50lb box	ATD Nails 5" Specialty Ring Shank: - 5"	5" Ring Shank nails	$144.47

	Subtotal	**$9,157.20**
	Taxes	**$327.65**
	Estimate Total	**$9,484.85**

Contract Payment Summary

PO # **Contract #**

Invoice 1	job deposit and material draw - 50% of CC Elec Turf Purchase	$1,985.78
	job deposit and material draw - 50% of CC Elec Installation and supplies	$2,592.82
	Invoice Total	$4,578.60
Invoice 2	Upon substantial completion - 50% of CC Elec Turf Purchase	$1,985.78
	Upon substantial completion - 50% of CC Elec Installation and supplies	$2,592.82
	Invoice Total	$4,578.60

Payment amounts do not include tax. Tax will be calculated at the time of invoicing.

Contractor: _____ **Client:** _____

Bill Hillstrom

Signature Date: 01/31/2024 **Signature Date:** _____

Email: info@golfgreenstexas.com

1219 Ave A – C C Electric (Pictures)

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Woodberry Investments, LLC, located at 3532 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

Woodberry Investments, LLC is renovating their property at 3532 34th Street, which is located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes an updated parking lot. The cost of the project is estimated to be $30,000, and the requested grant amount is $15,000. The Market Lubbock, Inc. Board of Directors approved this amount at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $30,000, with $15,000 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Woodberry Investments, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock CRG Facade Expenditure – Woodberry Inv.
2.28.24

RE 24-16

RESOLUTION APPROVING
WOODBERRY INVESTMENTS, LLC AT 3532 34TH STREET
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE GRANT

ATE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, February 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Woodberry Investments, LLC, that is renovating its property at 3532 34th Street, which is located in the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. Woodberry Investments, LLC owner, Chase Marberry, started his career in real estate before he even graduated from high-school, obtaining his real estate license 2 weeks after he turned 18. He bought his first investment property at just 19 years old and became a landlord and property manager at 20. He eats, sleeps and breathes real-estate and is passionate for helping others discover financial freedom through investing in it. Now as a husband and father Chase values his time more than ever and has successfully built a company that involves and revolves around his family. Building passive income and generational wealth is more than a job; it's a lifestyle.

The scope of the facade work includes an updated parking lot totaling $30,000 in expenses.

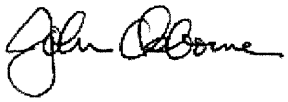
The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Woodberry Investments, LLC a Commercial Revitalization Grant Program Façade Grant for $15,000 at 3532 34th Street, which is in the Lubbock Neighborhood Empowerment Zone, once proof of payment has been submitted.

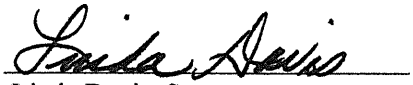
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Mr. Brett Cate,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Woodberry Investments, LLC, owner Chase Marberry, 3532 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.

COMMERCIAL REVITALIZATION GRANT PROGRAM

3532 34th St.

(Woodberry Investments, LLC)

TOTAL FAÇADE SCOPE OF WORK = $30,000

FAÇADE GRANT = $15,000

Commercial Revitalization Grant Program
Presented to MLI Board
February 28, 2024

Project 3532 34th St. (Façade)

Woodberry Investments, LLC, is renovating its property at 3532 34th St., located within a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

Woodberry Investments, LLC owner, Chase Marberry, started his career in real estate before he even graduated from high-school, obtaining his real estate license 2 weeks after he turned 18. He bought his first investment property at just 19 years old and became a landlord and property manager at 20. He eats, sleeps and breathes real-estate and is passionate for helping others discover financial freedom through investing in it. Now as a husband and father Chase values his time more than ever and has successfully built a company that involves and revolves around his family. Building passive income and generational wealth is more than a job; it's a lifestyle.

The scope of façade work includes an updated parking lot totaling $30,000.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for Woodberry Investments, LLC totaling $15,000 at 3532 34th St.

Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.23.8241
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	02/23/24
Projected Project Start Date	04/01/24
Project Property Address	3532 34th St
Property LCAD R#	R138039

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Woodberry Investments, LLC
Street Address	2619 34th #2
City, State, Zip	Lubbock, Tx 79410

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Chase Marberry
Title	Owner
Phone Number	806-773-7050
Email	chase@housechaser.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Add an asphalt cap to the parking lot to improve the parking.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Asphalt overcap and restriping	$30,000	$15,000
TOTAL	**$30,000**	**$15,000**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Chase Marberry	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☑ Scope of work meets East Side/34th St./N. University standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☑ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Chase Marberry

Date: 2/23/24 per email

Daley's
Superior Asphalt
Manufacturing, Inc.

P: (806) 744-2592 / F:(806) 702-8981
Serving the Texas Panhandle, Permian Basin
And Eastern New Mexico
Office and Plant 420 E. Lehigh St. Lubbock, Texas 79403

BID DATE: February 21, 2024
ATTN: Chase Marberry
PHONE: 806-773-7050
EMAIL: chase@housechaser.com
PROJECT LOCATION: 3532 34th Street, Lubbock Texas 79410

INVOICE DETAILS

- Clean and prepare area to begin
- Apply tack coat
- Overcap parking lot with Type D hot mix
- Stripe
- Complete cleanup of project site

BID TOTAL: $30,000.00

Daley's Superior Asphalt Paving Inc thanks you for your business. Should you have questions please feel free to contact your sales rep Sean.

Sincerely,

Sean Daley

806-407-4766

3532 34th St. – Before Pictures

CHARLIE'S
BARBERSHOP

BARBER

SOCIAL
LOFTS
BARBER

SOCIAL
LOFTS

Information

Agenda Item

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

Item Summary

Vulpes Group Holding Corporation is a for-profit company expanding into the City of Lubbock. They are proposing to renovate an existing building for a manufacturing operation, where they will invest $9,920,000 in new equipment and upgrades. They will create 62 new, full-time jobs with an average salary of $59,167.

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize Vulpes Group Holding Corporation with the following:

- Job creation grant of $3,000 per full-time job created, to be paid out over a 3-year period, with an estimated maximum value of $186,000

The LEDA Board of Directors approved these incentives at their February 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Vulpes Group Holding Corporation with a job creation incentive of $186,000, as described in the Item Summary. The City of Lubbock does not have financial responsibility for this incentive.

Staff/Board Recommending

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

Attachments

Resolution
LEDA Resolution
Project Summary

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.LEDA Expenditure-Vulpes GHC
2.28.24

RE 24-08

RESOLUTION APPROVING VULPES CORP

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, February 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Vulpes Group Holding Corporation, a for-profit corporation, (hereinafter referred to as "Recipient"), by and through their duly authorized officers and affiliate organizations under the terms and conditions that follow.

A. LEDA, a Texas non-profit corporation as well as a tax exempt 501(c) 4 entity, was created by the City of Lubbock, Texas, as an Industrial Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas, to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

B. Recipient is preparing a new "Project" which shall include the expansion and remodel of an existing facility located at 9712 4th Dr., BLDG 930, Lubbock, TX 79416, (NAICS 325320). Its business project is anticipated to result in 62 new Primary Jobs for the City of Lubbock with a Target Annual Compensation of $3,668,354 at full operation. Total capital investment is estimated to be $9,920,000.

C. Recipient is a for-profit corporation authorized to do business in Texas.

D. Recipient represents that it will utilize the incentive provided towards costs involved and associated with the Project.

E. Recipient represents that it is authorized to do business in Texas and has authorization to enter into this Agreement on its behalf.

F. Recipient represents that it has sought from LEDA economic assistance pursuing Recipient's Project.

G. Recipient represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act and understands the reporting requirements of the Act, as well as all conditions precedent and subsequent as required to be eligible for the incentives offered by LEDA, including the Payback Provisions.

H. Recipient represents that it acknowledges that its failure to perform any reporting requirements within a reasonable period of time after the request is made could result in payment adjustments.

I. Recipient understands and agrees that any variations as to any term of this Agreement or any terms or conditions of the incentives as stated must be mutually agreed to in written supplements or addenda since no oral agreements, amendments, or representations will be binding on either party.

J. Recipient agrees to participate in any LEDA sponsored wage and benefit surveys, as well as any marketing materials that focus on economic development for the City of Lubbock.

WHEREAS, LEDA represents that it is established as an Industrial Development Corporation under the Act and further represents that the costs applied toward Recipient's Project as stated in this Agreement have been found by the Board of Directors of LEDA sitting as fact finders have determined the Project to be in compliance with the requirements and purposes of the Act, the provision of LEDA's charter, as well as for the benefit of the City of Lubbock, Lubbock County, Texas, and trade area.

WHEREAS, LEDA represents that it has authority to enter into this Agreement. LEDA understands and agrees that any variation in terms of this Agreement or the incentives offered to Recipient or commitment by Recipient will only be binding if mutually agreed to in writing.

WHEREAS, LEDA hereby grants to Recipient a potential incentive of $186,000 (through job creation) with payments to be expressly made under the following terms and conditions:

A. LEDA agrees to pay up to a maximum of $186,000 for Job Creation incentives to Recipient at the rate of $3,000 for each Primary Full-Time Job created and maintained in the first five (5) years, to be paid out over three (3) years as the jobs are created. The incentive payments may be made during the term of the Agreement, if needed.

B. The payments are conditioned upon the creation of Primary Jobs after Recipient's written substantiation of such employment and under the following terms and conditions:

1. Recipient agrees to establish a Baseline Employment Level and Census and shall timely provide such information to LEDA's designated accounting representative when requested. Recipient agrees to maintain the Baseline Employment Level through the term of this Agreement and create and maintain the additional full-time Target Job Positions intended to qualify for the incentive, as offered by LEDA.

2. Should Recipient fail to meet its Target Job Positions during any year or years, but ultimately meet its overall Target Job Positions by the end of year five (5), LEDA, shall at its discretion have the right to allow recapture of forfeited incentives not to exceed the maximum amount approved by the Board. Should Recipient exceed its Target Job Positions during any year or years, LEDA, shall at its discretion have the right to allow accelerated job creation incentive payments, not to exceed the maximum amount approved by the Board.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by director, Mr. Brett Cate, and unanimously approved by all directors.

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

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS, SECRETARY

LEDA Project Magma
Vulpes Corp
Presented to City Council

Vulpes Corporation is a veteran chemical research team to develop and commercialize new agricultural, industrial, and pharmaceutical chemicals, based in St. Louis, MO founded in 2019. It uses its manufacturing expertise to both commercialize novel agrochemical materials and to onshore existing agrochemical production. Vulpes collaborates with 15 research and agricultural extension teams across 10 U.S. research institutions to develop Carbon Black Acid, a fertilizer and seed additive that can improve plants' nutrient and water uptake by up to 200%, reduce fertilizer loss and its environmental impact, and reduce fertilizer expenditure by farmers. The selection of Vulpes in the Ag Innovation Challenge is an honor and a recognition of Vulpes's innovative capacities. Vulpes's Carbon Black Acid is a new product with a direct causal mechanism that delivers nutrients into the roots and straws of plants while providing a stable and consistent performance across crops and growing conditions. Vulpes develops local and innovative processes to ensure Carbon Black Acid enjoys a competitive price in a cost-sensitive market and is chemically compatible with existing chemical and biological processes in the field. Carbon Black Acid, however, is merely the first among many of Vulpes's upcoming manufacturing innovations. Vulpes is also developing a next-generation RNA pesticide manufacturing process. Through using industrial byproducts and a completely new pathway, Vulpes hopes to reduce the cost of RNA pesticide by more than 90%. Vulpes is also collaborating with multiple multinational companies to onshore their agricultural input manufacturing from Asia.

Vulpes Corporation is starting a manufacturing operation and investing $9,920,000 in building upgrades and new equipment and creating 62 new jobs with an average wage of $59,167. LEDA will incent Vulpes Corp. with a job creation grant of $3,000 per job created to be paid out over a 3-year period with an estimated maximum value of $186,000.

The Project's operations will support employment and other economic impacts in the community. The 62 workers directly employed by the Project will earn approximately $59,167 per year on average over the next 10 years. This direct activity will support 64.1 indirect and induced workers in the community earning $65,957 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $8.3 million over the next 10 years. Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $43.7 million in taxable sales over the next 10 years. Value-Added, increase in annual gross area product, is expected to be $17,271,638 annually at full operations.

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

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

AI# 12377
Regular City Council Meeting 5. 22.
03/26/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 17662, with West Texas Services, Inc. dba Tom's Tree Place, for installation of water well and electrical equipment protective coverings for Public Improvement Districts.

Item Summary

Staff issued a Request for Proposals (RFP) for installation of water well and electrical equipment protective coverings for various Public Improvement Districts (PIDs) within the City of Lubbock.

In response to RFP 24-17662-KM, one proposal was received.

The proposal was evaluated using the following criteria: Price (40 Points), Contractor Experience and Qualifications (30 Points) and Contractor Approach (30 Points). The maximum value is 100 points. After the proposal was evaluated, the following ranking was obtained.

Vendor	Points
Tom's Tree Place, Lubbock, Texas	92

Staff recommends award to the sole proposer, West Texas Services, Inc., dba Tom's Tree Place.

This contract is for a term of one year, with optional 4, one-year extensions. The contract was awarded based on an hourly rate. Actual expenditures will vary based on the needs of each PID. The following PIDs have existing assets, and will be able to utilize this contract.

- Bell Farms PID
- North Point PID
- Quincy Park PID
- Valencia PID

Fiscal Impact

These services will be funded through the PID's Annual Service and Assessment Plans, as approved by the City Council.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

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, Service Contract No. 17662 for Installation of Water Well and Electrical Equipment Protective Coverings for Public Improvement Districts (PID) as per RFP 24-17662-KM, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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

ccdocs/RES.ServiceContract 17662 Installation of Water Well and Electrical Equipment
2.27.24

Contract 17662

City of Lubbock
Installation of Water Well and Electrical Equipment Protective Coverings for Public Improvement Districts (PID)

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2024** ("Effective Date") by and between West Texas Services, Inc. dba Tom's Tree Place **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-17662-KM, Installation of Water Well and Electrical Equipment Protective Coverings for PID and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Installation of Water Well and Electrical Equipment Protective Coverings for PID, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

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

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is

on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.4 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.

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

Article 2 Miscellaneous.

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

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

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

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

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

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

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

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

aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Director of Business Development

APPROVED AS TO FORM

_____
Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR 17662

BY: Alex Scarborough
Authorized Representative

Alex Scarborough
Print Name

5104 - 34th
Address

Lubbock Texas 79410
City, State, Zip Code

City of Lubbock, TX
RFP 24-17662-KM
Installation of Water Well and Electric Equipment Protective Coverings for Public Improvement Districts (PID)

GENERAL REQUIREMENTS

1. INTENT

The Bell Farms, North Point, Quincy Park, and Valencia Public Improvement District (PID) Advisory Boards intend to install protective coverings on water wells and electric equipment at community parks, medians, a walking track, and other areas as applicable. The duration of this agreement is for twelve months, with an optional extension of an additional six months. The standards to which these services are requested are contained within these specifications. The City of Lubbock reserves the right to add or remove Public Improvement Districts, equipment, and water wells to have protective coverings installed from the Scope of Services at any time.

2. SCOPE OF WORK

The vendor shall purchase, deliver, and install protective coverings to prevent damage and vandalism to water well and electrical equipment. The materials may include brick, concrete, metal, plastic, or other materials recommended by the contractor and approved by the City of Lubbock. The specified locations are shown in **Exhibits A and B**.

Pricing should include the purchase of the equipment, delivery, and installation, as well as any required electrical work or site preparation. All purchases must also be approved by City of Lubbock, Business Development Representative, by using **Attachment A**.

All equipment covers should be;

- easily opened
- able to be locked with a standard padlock
- a material rated for commercial outdoor use
- able to drain if submerged in flood water

EXHIBIT A

1. **Bell Farms – 1-Acre Park**

2. **Bell Farms – Basin Park 1**

3. **Bell Farms – Basin Park 2**

4. **Bell Farms – Playa Lake Park 1**

5. **Bell Farms – Playa Lake Park 2**

6. **North Point – South Median**

7. **North Point – North Median**

8. **North Point – Walking Track**

9. **Quincy Park – 1**

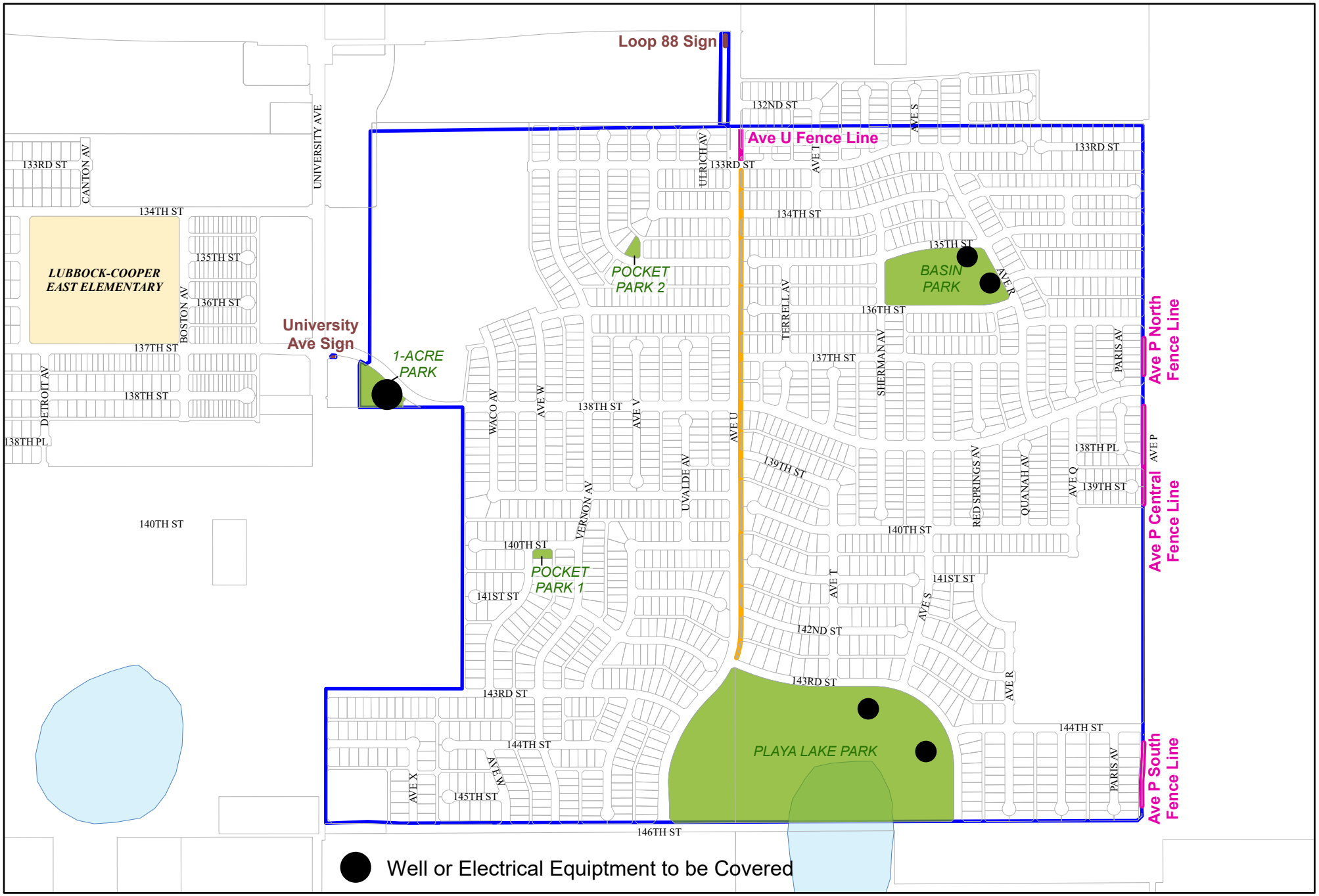
10. **Quincy Park – 2**

11. **Valencia – 1**

12. **Valencia – 2**

Bell Farms PID Current and Future Public Spaces

Exhibit B



City of Lubbock TEXAS

Fence
Sign
Walking Trails
Parks
PID Boundary
Schools

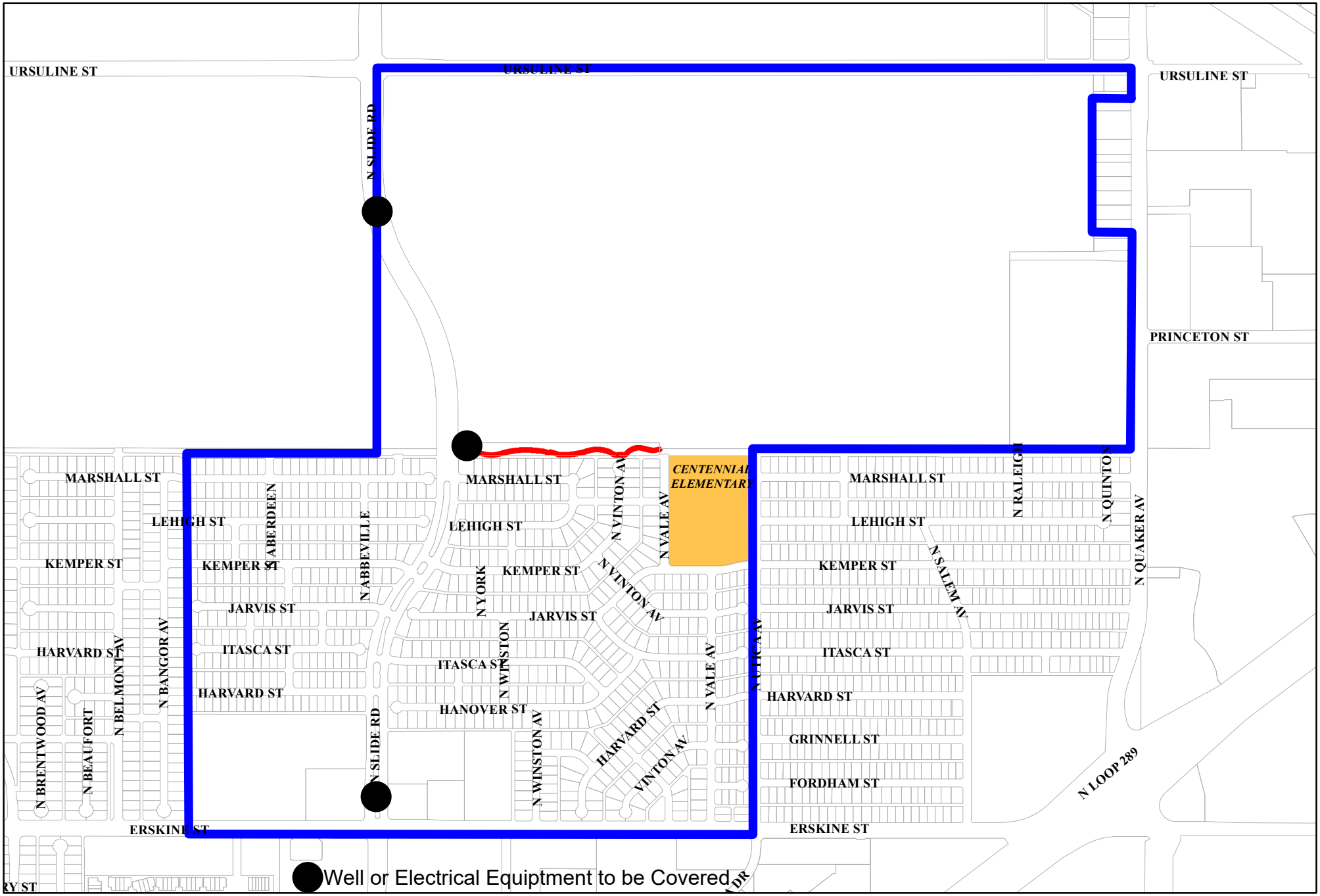
N

0 450 900 1,350 1,800 Feet

Council District 4

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

North Point PID



City of Lubbock TEXAS

Public Improvement District

Walking Trails

Schools

Parcels

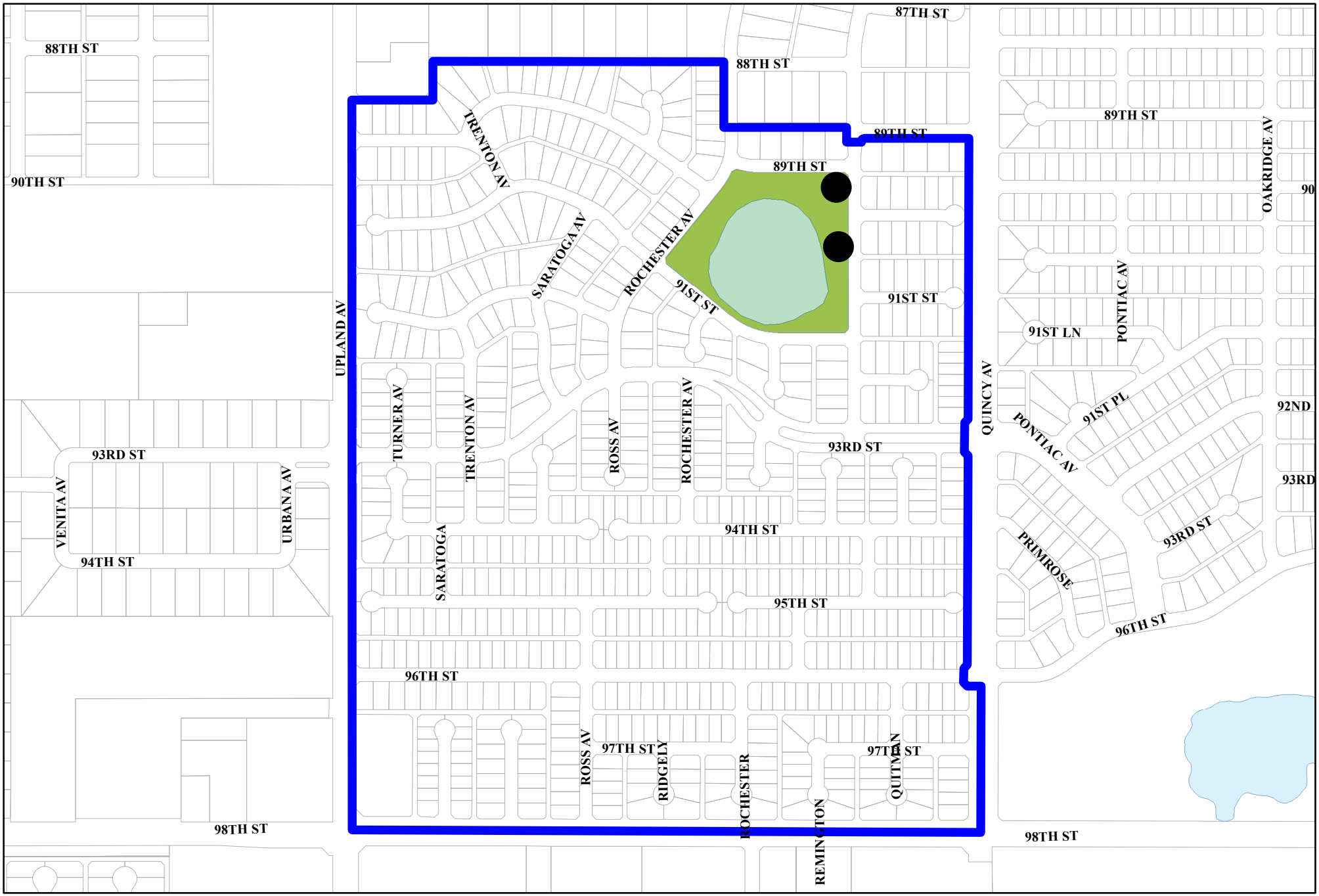
N

0 490 980 1,470 1,960 Feet

Council District 6

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Quincy Park PID



City of Lubbock TEXAS

Public Improvement District

Parcels

Parks

Well or Electrical Equiptment to be Covered

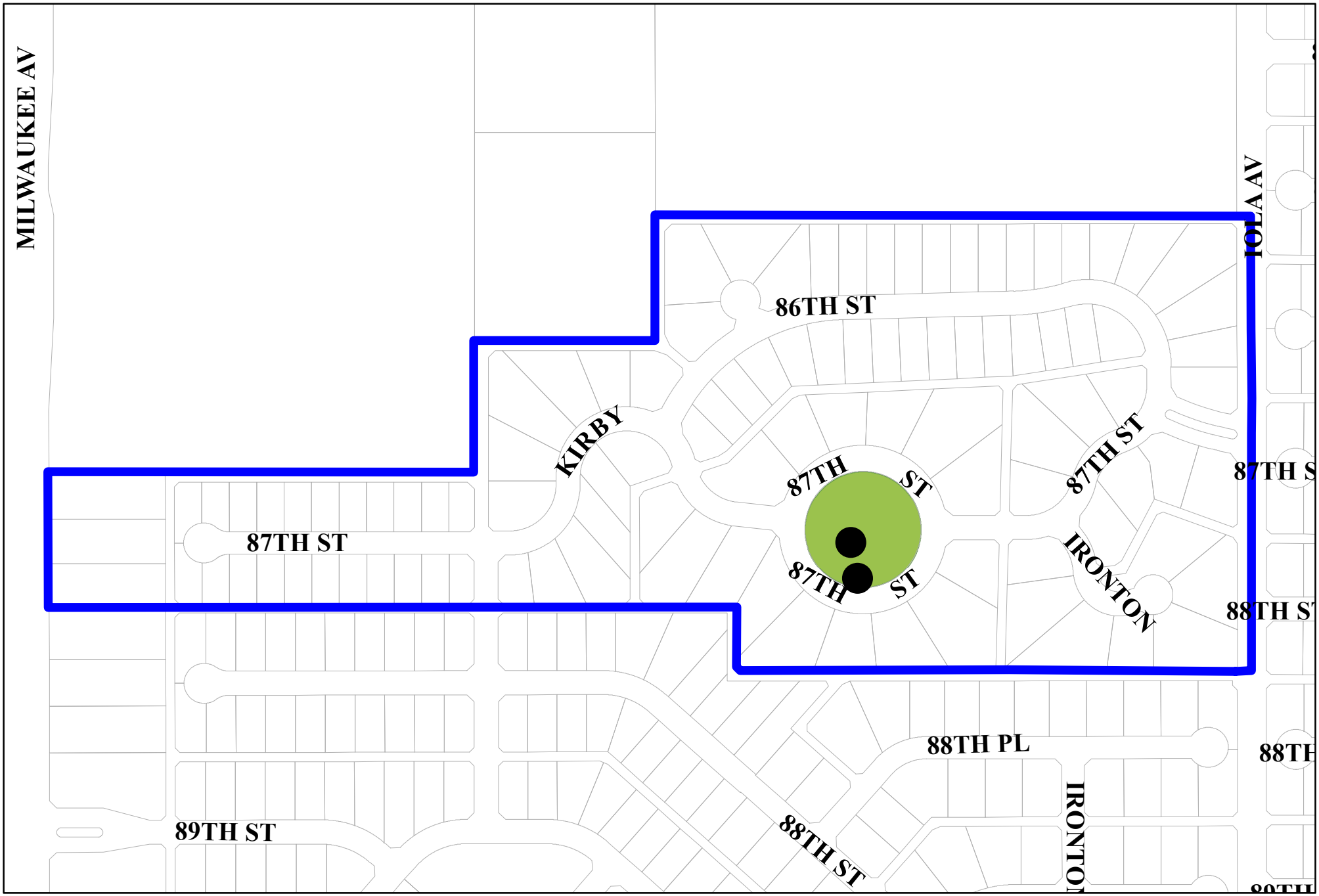
N

0 250 500 750 1,000 Feet

Council District 5

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Valencia PID



City of Lubbock TEXAS

Public Improvement District

Parcels

Parks

Well or Electrical Equiptment to be Covered

N

0 150 300 450 600 Feet

Council District 5

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock, TX
RFP 24-17662-KM
Installation of Water Well and Electric Equipment
Protective Coverings

ESTIMATING FORM – EQUIPMENT/MATERIALS PRICING SHEET

(PLEASE PRINT CLEARLY)

LOCATION: _____ SHEET NO. _____ OF _____

JOB/PROJECT WORK:
_____

CONTRACTOR / ESTIMATE BY: _____ DATE _____ / _____ / _____

EQUIPMENT/MATERIAL DESCRIPTION	ACTUAL COST	% MARK UP	AMOUNT
TOTAL MATERIALS PRICING			

Materials – Materials are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Contractor.

NOTE: TRANSFER AMOUNT OF TOTAL MATERIAL PRICING TO JOB SUMMARY SHEET

APPROVED BY: _____ DATE: _____

City of Lubbock, TX
RFP 24-17662-KM
BAFO

				West Texas Services, Inc. dba Tom's Tree Place	
			Location:	**Lubbock, TX**	
			Total Cost:	**$10,000.00**	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Extended Cost
#0-1	Installer Labor Rate	50	HR	$ 200.00	$ 10,000.00
#0-2	Material Mark-Up Percentage	0	%	100.00	-

INSURANCE REQUIREMENTS

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

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

Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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, Floor 9
Lubbock, Texas 79401

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

Purchasing and Contract Management

Project Summary

RFP 24-17662-KM
Installation of Water Well and Electric Equipment Protective Coverings for Public Improvement Districts (PID)

Notice was published in the Lubbock Avalanche Journal on January 7 & January 14, 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 5 to January 30, 2024.
1 individual attended the pre-proposal meeting.
29 vendors downloaded the documents using Bonfire.com.
56 vendors were notified separately.
1 vendor submitted a proposal.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Manager to approve an Extension of Construction Time in connection with that certain City Tax Abatement Agreement No. 17471, with Dura-Line, LLC.

Item Summary

On July 25, 2023, the City Council approved Tax Abatement Agreement No. 17471 with Dura-Line, LLC. The terms of the original contract stated the following:

- Construction Start Date: September 2023
- Construction End Date: October 2024
- Capital Investment: $46,700,000
- Job Creation: 130 jobs

Due to the rapidly changing economic environment, Dura-Line has had to evaluate the timing of their allocation of resources. The company has requested an amendment to the original construction dates to the following:

- Construction Start Date: February 2024
- Construction End Date: December 2025

This request is for construction time only. Capital investment and job creation will remain the same. This resolution would authorize the City Manager to execute this amendment.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution

Dura Line - Request for Extension (scan)

Dura Line Request Letter (scan)

RESOLUTION

WHEREAS, on August 22, 2023, through Resolution No. 2023-R0416, the City Council of the City of Lubbock (the "Council") approved a five-year declining Tax Abatement Agreement with Dura-Line, LLC ("Dura-Line"), Contract No. 17471; and

WHEREAS, as part of Dura-Line's application to the City of Lubbock (the "City") requesting an industrial tax abatement, Dura-Line stated its projected start date for the construction of new improvements would begin in September 2023 and end in October 2024; and

WHEREAS, due to certain economic factors, Dura-Line now projects the start date for construction to begin in February 2024 and end in December 2025 and requests from the City the extension herein; NOW THEREFORE

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

THAT the Council hereby authorizes and directs the City Manager to execute for and on behalf of the City of Lubbock, a Request for Extension of Construction Deadline for Dura-Line's improvements, and related documents. Said Extension 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:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.dura-line request for extension
3.7.24

DocuSign Envelope ID: 6C4895C1-5F9D-4F57-BDBF-D10BD20F5E8C

City of Lubbock, TX
Tax Abatement
Request for Extension of Construction Deadline

Company Name	Dura-Line LLC
Authorized Company Representative	Elad Shmulevich
Authorized Company Representative Title	Vice President of Global Operations
Construction Completion Date in Tax Abatement Contract	October, 2024

Request for Extension of Construction Deadline

The below signed requests the construction deadline in the tax abatement contract be extended to: December, 2025

Reason for Extension:

Due to the rapidly changing economic environment, Dura-Line has taken the opportunity to align our business needs and evaluate the timing of the allocation of our resources. We are currently assessing the effect of market conditions such as the cost of borrowing for customers due to higher interest rates and other factors that affect our customers' needs.

Signed this 22.00 day of February, 2024
Month *Year*

DocuSigned by:
Elad Shmulevich
EF17F6E3FB1E429...
Authorized Company Representative

Approved by:

City of Lubbock Representative Name (Print):

Signature

Date

2/21/2024
Date Received:

Received by:

DocuSign Envelope ID: 9E9DCACD-7D0C-4DD8-8277-3C1778857245

dura-line

orbia Connectivity Solutions

January 29, 2024

By EMAIL and CERTIFIED MAIL
City Of Lubbock
c/o City Manager
PO Box 2000
Lubbock, TX 89457

Re: Improvement Project for 904 Lubbock Business Park Boulevard, Lubbock, Lubbock County, Texas

Dear City of Lubbock,

Due to the rapidly changing economic environment, Dura-Line has taken the opportunity to align our business needs and evaluate the timing of the allocation of our resources. We are currently assessing the effect of market conditions such as the cost of borrowing for customers due to higher interest rates and other factors that affect customer's needs.

Therefore, we wish to notify you that we are adjusting the projected commencement of the subject Improvement Project from September 2023 to February 2024. The improvement should be completed by December 2025. Based on this adjustment, the time frame for creating new jobs and tax abatement as set forth in the corresponding Tax Abatement Agreement between the City and Dura-Line would become the December 2024 to December 2028 time frame.

We will continue to monitor the market conditions to best finalize and implement all aspects of the project schedule. We currently have almost $20M of equipment that has been ordered specifically for the site and is due to be delivered commencing in March 2024. This equipment will only be stored on site until it is installed commencing in December 2024 and throughout 2025. We expect to commence hiring of employees in December 2024. Through it all, Dura-Line remains committed to our Lubbock site and the Lubbock community. Lubbock is an important part of our strategy going forward. We look forward to maintaining an open conversation and as we finalize our timeline, we will communicate our plans to you and the proper partners in Lubbock. If you have any further questions, please do not hesitate to reach out to us.

Thank you,

DocuSigned by:
Elad Shmulevich
EF17F6E3FB1E429...
Elad Shmulevich

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of alley right-of-way abutting Lot 8, Block 4, Clutter Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close portions of an alley abutting Lot 8 between 48th Street and 50th Street, east of Vanda Avenue, for String Enterprises LLC.

The total area of the alley being closed is 2,003.76 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $0.50 per square foot, for a total of $1,002. String Enterprises desires to close the alley to expand their operations. The adjacent landowner has agreed in writing with this closure.

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

Fiscal Impact

$1,002 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Blk 4, Lot 8, Clutter Ordinance
Blk 4, Lot 8, Clutter GIS Map
Blk 4, Lot 8 Clutter Adjacent Land Owner Letter

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF ALLEY RIGHT-OF-WAY ABUTTING LOT 8, BLOCK 4, CLUTTER ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

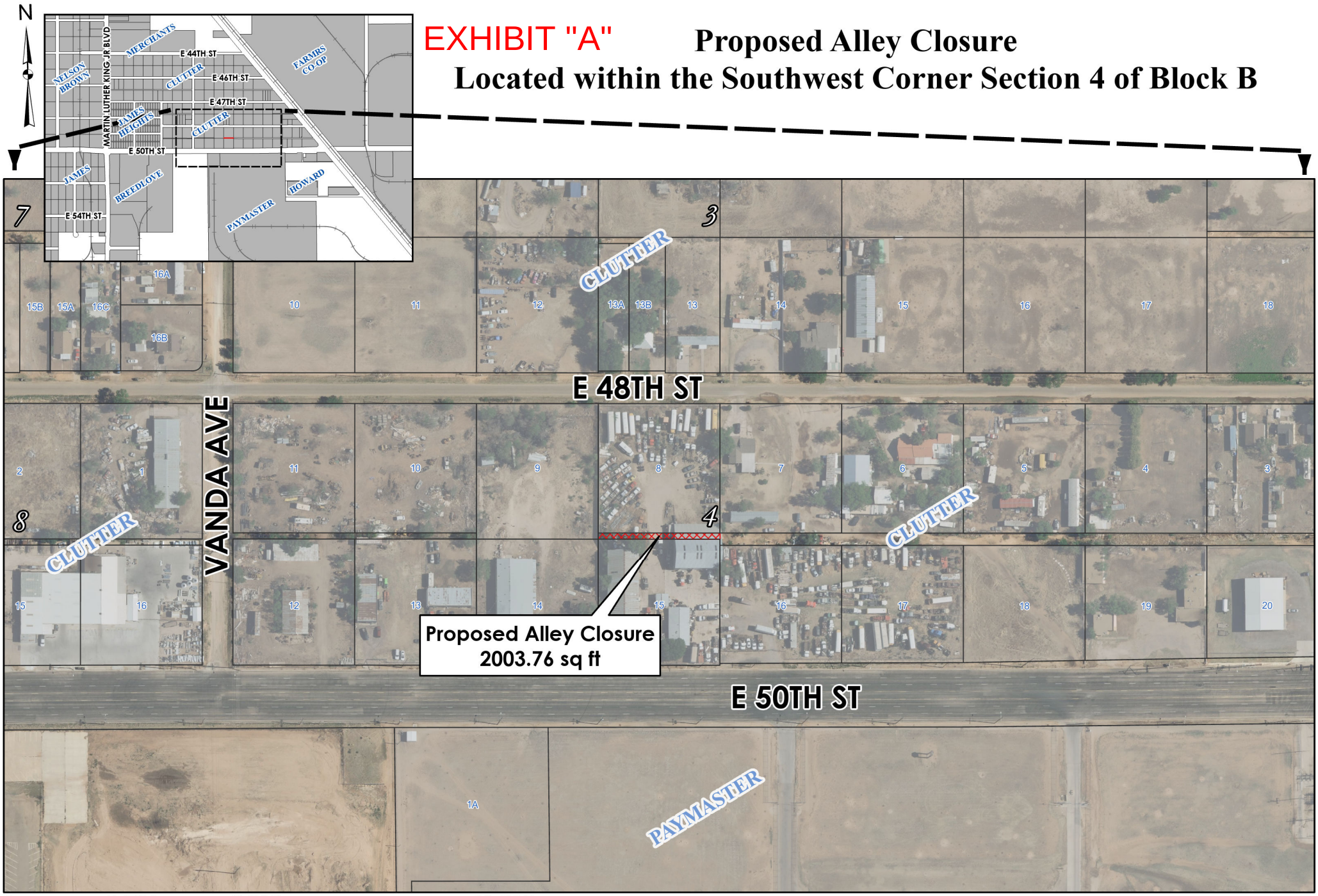
APPROVED AS TO FORM:

Amy D. Sims, Deputy City Attorney

Ord.Alley Right-of-Way, Lot 8, Block 4, Clutter

EXHIBIT "A"

Proposed Alley Closure
Located within the Southwest Corner Section 4 of Block B



0 2,500 5,000 10,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES on a 0.046 acre tract out of Lot Eight (8), Block Four (4), Clutter Addition, an Addition to the City of Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 248 , Page 541 of the Deed Records of Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with aluminum cap marked ABACUS RPLS 4460 for the Southwest corner of Lot 8 and the Southwest corner of this tract;

THENCE N 02°02'51" E(Texas North Central Zone Bearing Basis), a distance of 10.00 feet to a set 1/2" iron rod with green cap marked RPLS 4460 in the West line of Lot 8 for the Northwest corner of this tract;

THENCE S 88°02'26" E, a distance of 198.27 feet to the Northeast corner of this tract;

THENCE S 01°59'10" W, with the East line of Lot 8, a distance of 10.00 feet to the Southeast corner of Lot 8 and the Southeast corner of this tract;

THENCE N 88°02'26" W, along the South line of Lot 8, 198.27 feet to the PLACE of BEGINNING.

These notes are based on a survey made on the ground.
January 25, 2023
Jonathan M. Cieszinski, RPLS 4460

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

January 25, 2024

Nick Hogan
2125 71st St
Lubbock, TX 79412

To Whom It May Concern,

I, Nick Hogan, have no objection to closing the alley dedication north of and adjacent to my property at 2223 East 50th Street.

Sincerely,

Nick Hogan

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of alley right-of-way abutting, Block 10, Morning Side Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close the alley in Block 10, from 29th Street to 30th Street, between I-27 and Avenue G, on behalf of RHP, LLC, Brison Properties and Kristinek Turner Enterprises, LLC.

The total area of the alley being closed is 4,237 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $1.00 per square foot for a total of $4,237. Upon the approval of the closure, the group will submit a final plat granting utility easements.

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

Fiscal Impact

$4,237 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Block 10, Morning Side - ordinance
Block 10, Morning Side - GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF ALLEY RIGHT-OF-WAY ABUTTING , BLOCK 10, MORNING SIDE ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

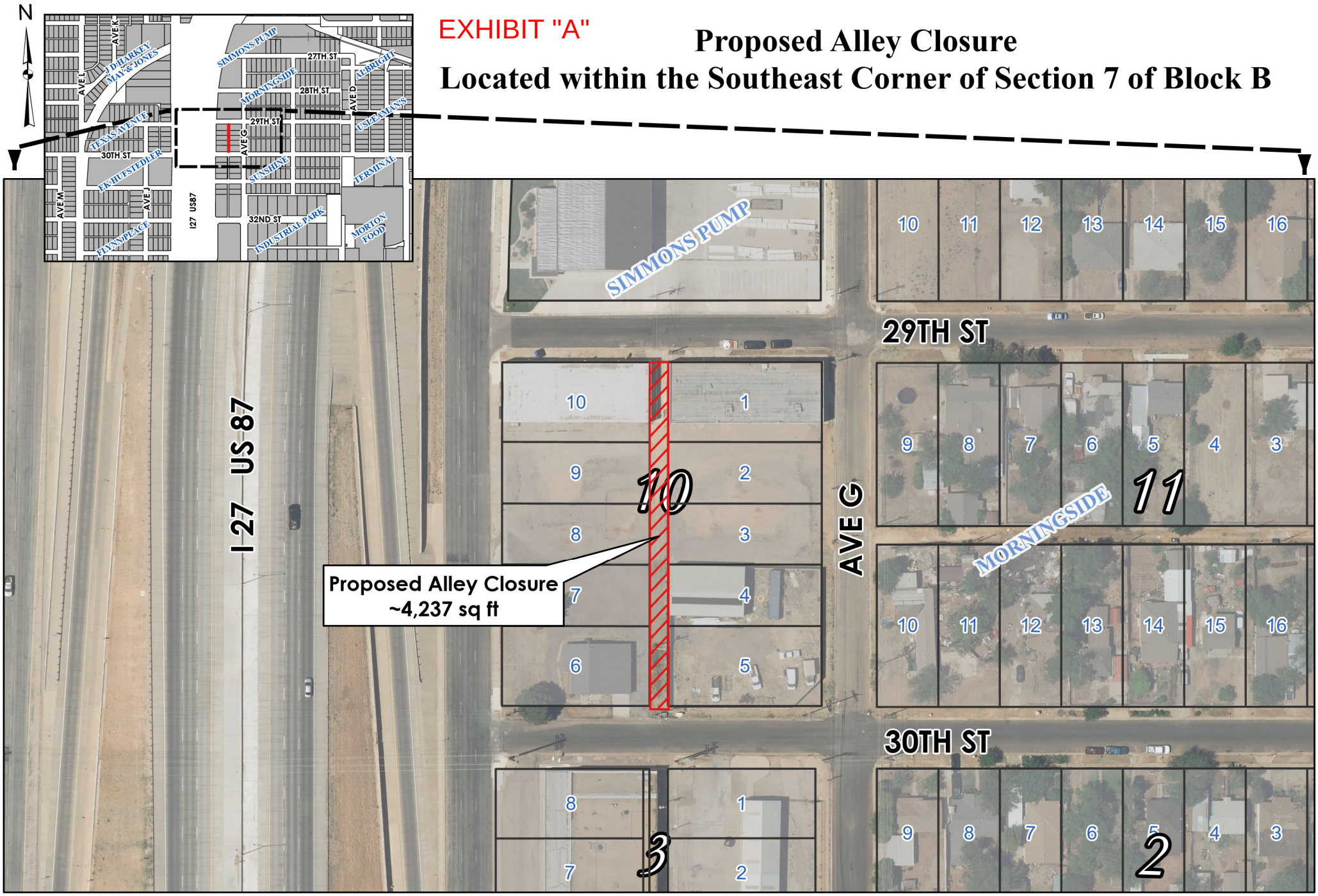
APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord.Alley Right-of-Way, Block 10, Morning Side

EXHIBIT "A"

Proposed Alley Closure
Located within the Southeast Corner of Section 7 of Block B



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City of Lubbock TEXAS

Digital Orthophotography - May 2023

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of a 0.0973 acre tract, being all of that 15-foot alley located in Block 10, Morning Side Addition, as dedicated by plat recorded in Volume 86, Page 624 of the Deed Records of Lubbock County, Texas, said 0.0973 acre tract being further described as follows:

BEGINNING at a point in the South right-of-way line of 29th Street, dedicated by plat recorded in Volume 86, Page 624 of the Deed Records of Lubbock County, Texas (DRLCT), for the Northeast corner of Lot 10, Block 10, Morning Side Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 86, Page 624, DRLCT, and the Northwest corner of this tract, whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in reference bears N. 01°45'43" E. a distance of 0.12 feet;

THENCE S. 88°12'37" E., along the South right-of-way line of said 29th Street, a distance of 15.00 feet to a point for the Northwest corner of Lot 1, said Block 10, and Northeast corner of this tract;

THENCE S. 01°45'43" W., along the Western boundary of Lots 1-5, said Block 10, a distance of 282.45 feet to a point in the North right-of-way line of 30th Street, dedicated by plat recorded in Volume 86, Page 624, DRLCT, for the Southwest corner of said Lot 5 and the Southeast corner of this tract;

THENCE N. 88°12'05" W., along the North right-of-way line of said 30th Street, a distance of 15.00 feet to a 1/2" iron rod found at the Southeast corner of Lot 6, said Block 10, and the Southwest corner of this tract;

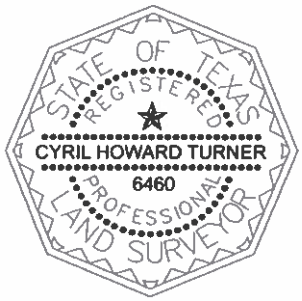
THENCE N. 01°45'43" E., along the Eastern boundary of Lots 6-10, said Block 10, a distance of 282.45 feet to the Point of Beginning.

Contains: 4,237 square feet

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

December 30, 2023

Cyril H. Turner
Registered Professional Land Surveyor
No. 6460 State of Texas



Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of street and alley right-of-way abutting, Block 136 and 137, Original Town of Lubbock Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close portions of 3 alley segments inside Block 136 and 137 and Avenue F, from Broadway to 13th Street, between Crickets Avenue and Avenue E, on behalf of 9 property owners.

The total area of the alley being closed in Block 136 is 1,874 square feet. The total area of the 2 alley segments being closed in Block 137 is 4,174 square feet. The total area of the Avenue F street right-of-way being closed, is 19,501 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $1.50 per square foot, for a total of $38,324. Upon the approval of the closures, the group will submit a final plat granting utility easements.

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

Fiscal Impact

$38,324 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Blks 136 & 137 - Ordinance
Blks 136 & 137 GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF STREET AND ALLEY RIGHT-OF-WAY ABUTTING , BLOCKS 136 AND 137, ORIGINAL TOWN OF LUBBOCK ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

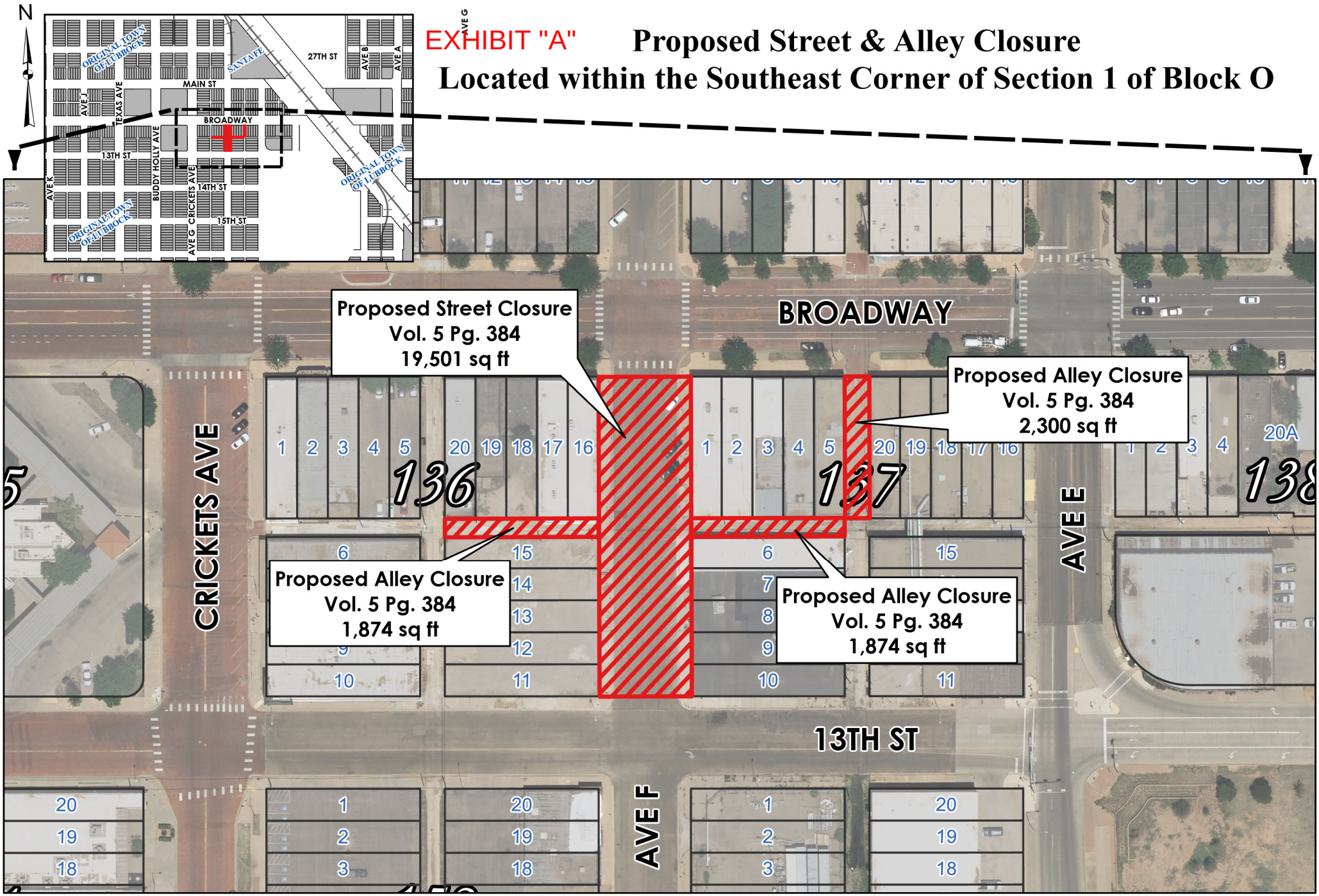
APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord.Alley Right-of-Way, Blocks 136 And 137, Original Town Of Lubbock

EXHIBIT "A"

Proposed Street & Alley Closure
Located within the Southeast Corner of Section 1 of Block O



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City of Lubbock TEXAS

Digital Orthophotography - May 2023

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.0430 acre tract, being a portion of an alley located in Block 136, Original Town of Lubbock, as dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the West right-of-way line of Avenue "F", dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas (DRLCT), at the Southeast corner of Lot 16, Block 136, Original Town of Lubbock, according to the instrument recorded in Volume 5, Page 384, DRLCT, for the Northeast corner of this tract;

THENCE S. 01°40'12" W., along the West right-of-way line of said Avenue "F", a distance of 15.00 feet to a point for the Northeast corner of Lot 15, said Block 136, and the Southeast corner of this tract;

THENCE N. 88°19'41" W., along the Northern boundary of said Lot 15, a distance of 124.93 feet to a point for the Northwest corner of said Lot 15 and the Southwest corner of this tract;

THENCE N. 01°40'12" E. a distance of 15.00 feet to a point for the Southwest corner of Lot 20, said Block 136, and the Northwest corner of this tract;

THENCE S. 88°19'41" E., along the Southern boundary of said Lot 20 and the Southern boundary of Lots 19, 18, 17 and 16, said Block 136, a distance of 124.93 feet to the Point of Beginning.

Contains: 1,874 square feet

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

December 4, 2023

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.0430 acre tract, being a portion of an alley located in Block 137, Original Town of Lubbock, as dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the East right-of-way line of Avenue "F", dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas (DRLCT), at the Southwest corner of Lot 1, Block 137, Original Town of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384, DRLCT, for the Northwest corner of this tract;

THENCE S. 88°19'41" E., along the Southern boundary of said Lot 1 and the Southern boundary of Lots 2, 3, 4, and 5, said Block 137, a distance of 124.93 feet to a point for the Southeast corner of said Lot 5 and the Northeast corner of this tract;

THENCE S. 01°40'12" W. a distance of 15.00 feet to a point for the Northeast corner of Lot 6, said Block 137, for the Southeast corner of this tract;

THENCE N. 88°19'41" W., along the Northern boundary of said Lot 6, a distance of 124.93 feet to a point in the East right-of-way line of said Avenue "F", for the Northwest corner of said Lot 6 and the Southeast corner of this tract;

THENCE N. 01°40'12" E., along the East right-of-way line of said Avenue "F", a distance of 15.00 feet to the Point of Beginning.

Contains: 1,874 square feet

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

December 4, 2023

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of a 0.0528-acre tract, being a portion of an alley located in Block 137, Original Town of Lubbock, as dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the South right-of-way line of Broadway, dedicated by plat recorded in Volume 5, Page 384, DRLCT, for the Northeast corner of Lot 5, Block 137, Original Town of Lubbock, as dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, and the Northwest corner of this tract;

THENCE S. 88°19'06" E., along the South right-of-way line of Broadway, a distance of 20.00 feet to a point for the Northwest corner of Lot 20, said Block 137, and Northeast corner of this tract;

THENCE S. 01°40'12" W., along the Western boundary of said Lot 20, a distance of 115.00 feet to a point for the Southwest corner of said Lot 20 and the Southeast corner of this tract;

THENCE N. 88°19'41" W. a distance of 20.00 feet to a point for the Southeast corner of said Lot 5 and the Southwest corner of this tract;

THENCE N. 01°40'12" E., along the Eastern boundary of said Lot 5, a distance of 115.01 feet to the Point of Beginning.

Contains: 2,300 square feet

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

December 4, 2023

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.4477-acre tract, being a portion of Avenue "F" right-of-way, as dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the South right-of-way line of Broadway, dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas (DRLCT), at the Northwest corner of Lot 1, Block 137, Original Town of Lubbock, according to the instrument recorded in Volume 5, Page 384, DRLCT, for the Northeast corner of this tract;

THENCE S. 01°40'12" W., along the Western boundary of said Lot 1, at 115.03 feet pass the Southwest corner of said Lot 1, at 130.03 feet pass the Northwest corner of Lot 6, said Block 137, continuing along the Western boundary of said Lot 6 and the Western boundary of Lots 7, 8, 9 and 10, said Block 137, for a total distance of 260.00 feet to a point in the North right-of-way line of 13th Street, dedicated by plat recorded in Volume 5, Page 384, DRLCT, for the Southwest corner of said Lot 10 and the Southeast corner of this tract;

THENCE N. 88°19'41" W., along the North right-of-way line of said 13th Street, a distance of 75.00 feet to a point for the Southeast corner of Lot 11, Block 136, said Original Town of Lubbock, and the Southwest corner of this tract;

THENCE N. 01°40'12" E., along the Eastern boundary of said Lot 11, and the Eastern boundary of Lots 12, 13, 14 and 15, said Block 136, at 130.02 feet pass the Northeast corner of said Lot 15, at 145.02 feet pass the Southeast corner of Lot 16, said Block 136, continuing along the Eastern boundary of said Lot 16, for a total distance of 260.02 feet to a point in the South right-of-way line of said Broadway, for the Northeast corner of said Lot 16 and the Northwest corner of this tract;

THENCE S. 88°19'06" E., along the South right-of-way line of said Broadway, a distance of 75.00 feet to the Point of Beginning.

Contains: 19,501 square feet

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

December 4, 2023

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and NBB Investments LLC, regarding property located on the north side of 50th Street, between Gary Avenue and Flint Avenue.

Item Summary

NBB Investments LLC is requesting a Street Use License for the purpose of additional parking on 2,947 square feet of right-of-way, on the north side of 50th Street, west of Flint Avenue.

The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party gives written notice of termination to the other party. The license fee for each 5-year period is $5,117.50 paid in advance, pursuant to current City policy.

Fiscal Impact

$5,117.50 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Resolution 50th St. & Flint Ave. Hulen
SUL 50th St. & Flint Ave. Hulen
GIS Map SUL 50th St. & Flint Ave. Hulen

RESOLUTION

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

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement- NBB Investments LLC

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2024, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **NBB INVESTMENTS LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a dedicated street for an encroachment of a paved parking area, and being further described as follows:

TRACT I

BEGINNING at a point that is 25.00 Feet West of the Southeast corner of Lot 20, Block 15, Hulin Heights Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West 106.80 feet to a point;

THENCE South 10.00 feet to a point;

THENCE East 106.80 feet to a point;

THENCE North 10.00 feet to the POINT OF BEGINNING.

TRACT II

BEGINNING at a point that is 22.00 Feet East of the Southwest corner of Lot 16, Block 15, Hulin Heights Addition to the City of Lubbock, Lubbock County, Texas;

THENCE East 97.90 feet to a point;

THENCE South 10.00 feet to a point;

THENCE West 97.90 feet to a point;

THENCE North 10.00 feet to the POINT OF BEGINNING.

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) 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, and the CITY OF

LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **6104 45th Street, Suite A, Lubbock, Texas 79407,** or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE THOUSAND ONE HUNDRED SEVENTEEN AND 50/100 ($5,117.50) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all

claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

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

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

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

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

AGREED TO AND ACCEPTED this _____ day of _____, 2024.

CITY OF LUBBOCK:

_____
TRAY PAYNE, MAYOR

NBB INVESTMENTS LLC:

By: _____

Printed Name: Ronnie B. Yeo

Title: President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **NBB Investments LLC**

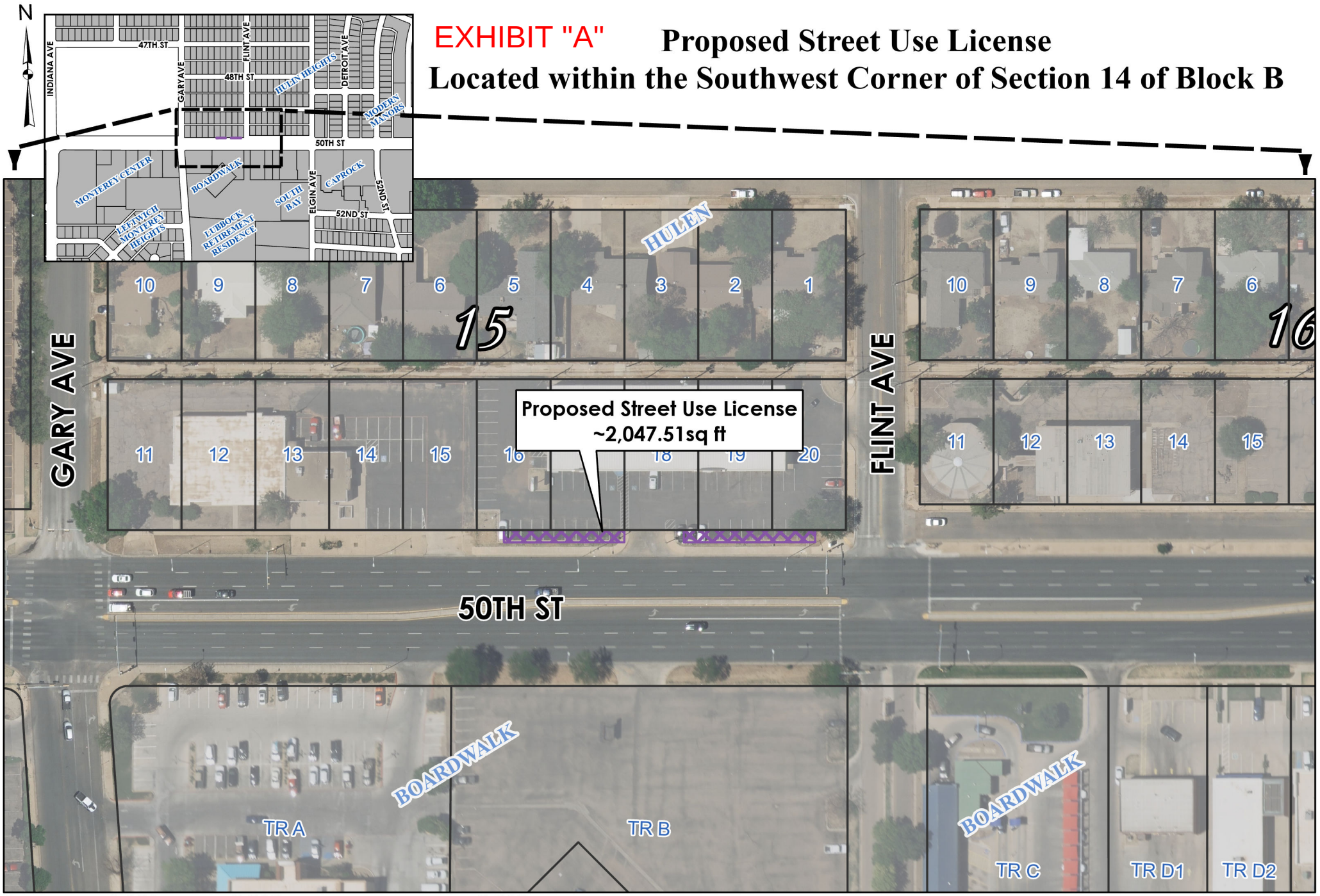
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd fourth day of March, 2024 ~~, 2023.~~

SHELLEE ROXANE HAYS NOTARY PUBLIC STATE OF TEXAS ID 10664257 EXP. 05-19-2026

_____
Notary Public in and for the State of Texas
My Commission Expires: May 19, 2026

EXHIBIT "A"

Proposed Street Use License
Located within the Southwest Corner of Section 14 of Block B



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City of Lubbock TEXAS

Digital Orthophotography - May 2023

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 17870, and all related documents, with Utility Contractors of America, Inc., for Water Line Change Out Phase 6.

Item Summary

The purpose of this project is to replace aging water infrastructure in various areas of Lubbock in order to prevent leaks, system failures, emergency maintenance, and customer inconvenience.

A Request for Proposal (RFP) for this replacement was issued. In response to RFP 24-17870-TF, the following proposals were received and opened on February 14, 2024.

Supplier	Time (days)
Utility Contractors of America, Lubbock, Texas	335
Rink's Lease Service, Levelland, Texas	365
LA Fuller and Sons, Amarillo, Texas	365

The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, and 10 Points for Construction Time. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained.

Supplier	Total/100 pts
Utility Contractors of America, Lubbock, Texas	96.75
Rink's Lease Service, Levelland, Texas	94.69
LA Fuller and Sons, Amarillo, Texas	75.94

Staff recommends the award of Contract 17870, to Utility Contractors of America of Lubbock, Texas, in the amount of $1,969,403.

The contract will be for a term of 335 calendar days from the date of the Notice to Proceed, with $300 per day of liquidated damages for each day that exceeds the 335 days. The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change.

Fiscal Impact

Contract 17870 for $1,969,403 is funded in Capital Improvement Project 92749 Water Line Replacement FY 2021.

Staff/Board Recommending

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

Attachments

Resolution
Contract 17870
Location Exhibit
Budget Detail2
CIP Detail
17870 - 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, Public Works Contract No. 17870 for Water Line Change Out Phase 6 as per RFP 24-17870-TF, by and between the City of Lubbock and Utility Contractors of America, Inc. of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 17870 Water Line Change Out Phase 6
02.23.24

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 2/14/2024

PROJECT NUMBER: **RFP 24-17870-TF, Water Line Change Out Phase 6**

Proposal of Utility Contractors of America (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 335 **(to Final Completion)**

(not to exceed 335 consecutive calendar days to Substantial Completion / 365 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **335 Consecutive Calendar Days** with **final completion** within **365 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's

City of Lubbock, TX
Public Works
RFP 24-17870-TF
Water Line Change Out Phase 6

Utility Contractors of America, Inc. of Lubbock, TX

#		QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Mobilization - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	98,500.00	98,500.00
#1-2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	3,000.00	3,000.00
#1-3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	2,500.00	2,500.00
#1-4	Trench Safety	9693	LF	2.00	19,386.00
Water Improvements					
#2-1	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench in alley ROW, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	9693	LF	66.00	639,738.00
#2-2	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	19	EA	2,750.00	52,250.00
#2-3	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	1	EA	4,475.00	4,475.00
#2-4	Furnish and install 6" insert-a-valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	12,000.00	12,000.00
#2-5	Furnish and install 6"x4" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	4,500.00	4,500.00
#2-6	Furnish and install 8"x6" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	7	EA	4,600.00	32,200.00
#2-7	Cut, plug, and abandon existing 2" water line, as herein specified, including all equipment, tools, and labor to perform work.	10	EA	1,600.00	16,000.00
#2-8	Cut, plug, and abandon existing 4" water line, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	1,700.00	1,700.00
#2-9	Furnish and install Fire Hydrant and reconnect, as herein specified, including all equipment, tools, and labor to perform work. Remove and salvage existing Fire Hydrant.	4	EA	5,600.00	22,400.00
#2-10	Tie in to existing water line, complete and in place per Specifications.	3	EA	3,900.00	11,700.00
#2-11	Furnish and reconnect 3/4" - 2" service lines as herein specified, including all equipment, tools, and labor to perform work.	295	EA	2,600.00	767,000.00
#2-12	Flowable backfill as approved, complete and in place per Specifications.	1452	CY	165.00	239,580.00
Paving Repair					
#3-1	Saw cut and remove existing asphalt paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	140	SY	65.00	9,100.00
#3-2	Repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	140	SY	110.00	15,400.00
#3-3	Saw cut and remove existing concrete ally, sidewalk, curb and gutter, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	128	SY	38.00	4,864.00
#3-4	Repair concrete ally, sidewalk, curb and gutter, including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL Specifications and all other work considered incidental to this item.	138	SY	95.00	13,110.00

Total (Items 1-1 through 1-4):	$	123,386.00
Total (Items 2-1 through 2-11):	$	1,803,543.00
Total (Items 3-1 through 3-4):	$	42,474.00
Total (Items 1-1 through 3-4):	$	1,969,403.00

check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

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

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 2/2/2024
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 2/14/2024

Authorized Signature

Jonathan Ziegner
(Printed or Typed Name)

Utility Contractors of America
Company

5805 CR 7700
Address

Lubbock, Lubbock
City, County

Texas, 79424
State Zip Code

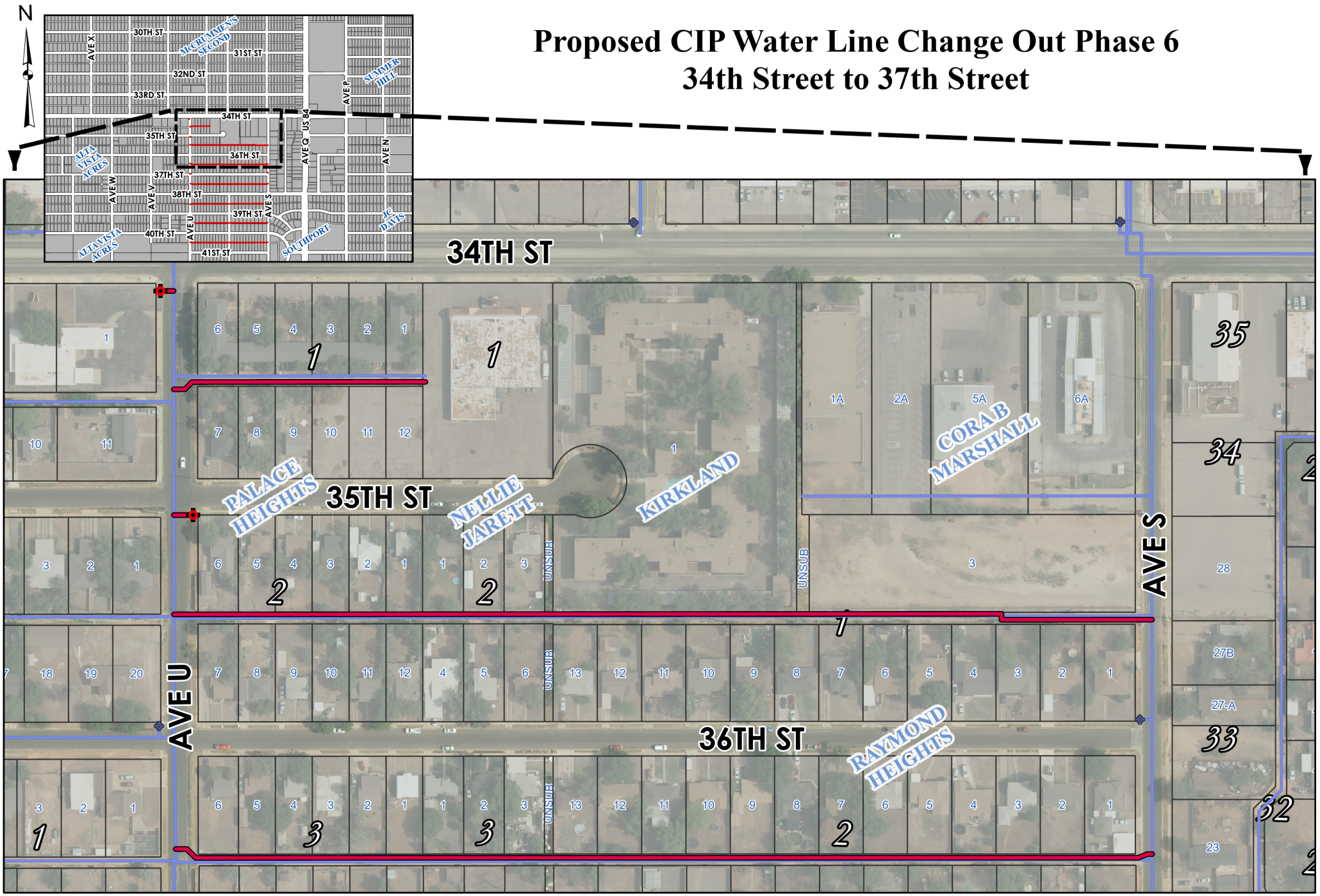
Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: Jonathan@uiatexas.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

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

Proposed CIP Water Line Change Out Phase 6
34th Street to 37th Street



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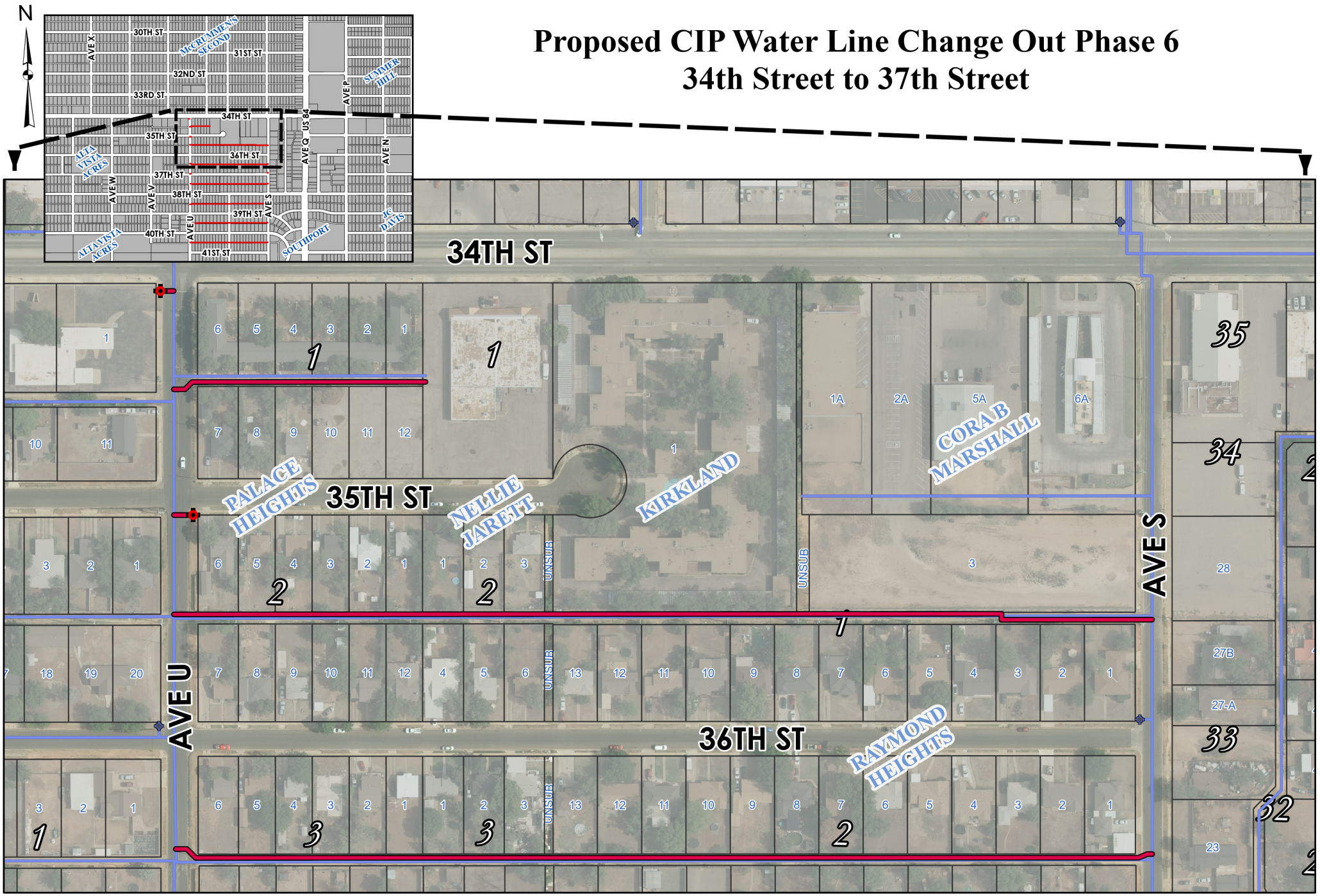
City of Lubbock TEXAS

Digital Orthophotography - May 2023

Proposed CIP Water Line Change Out Phase 6
34th Street to 37th Street



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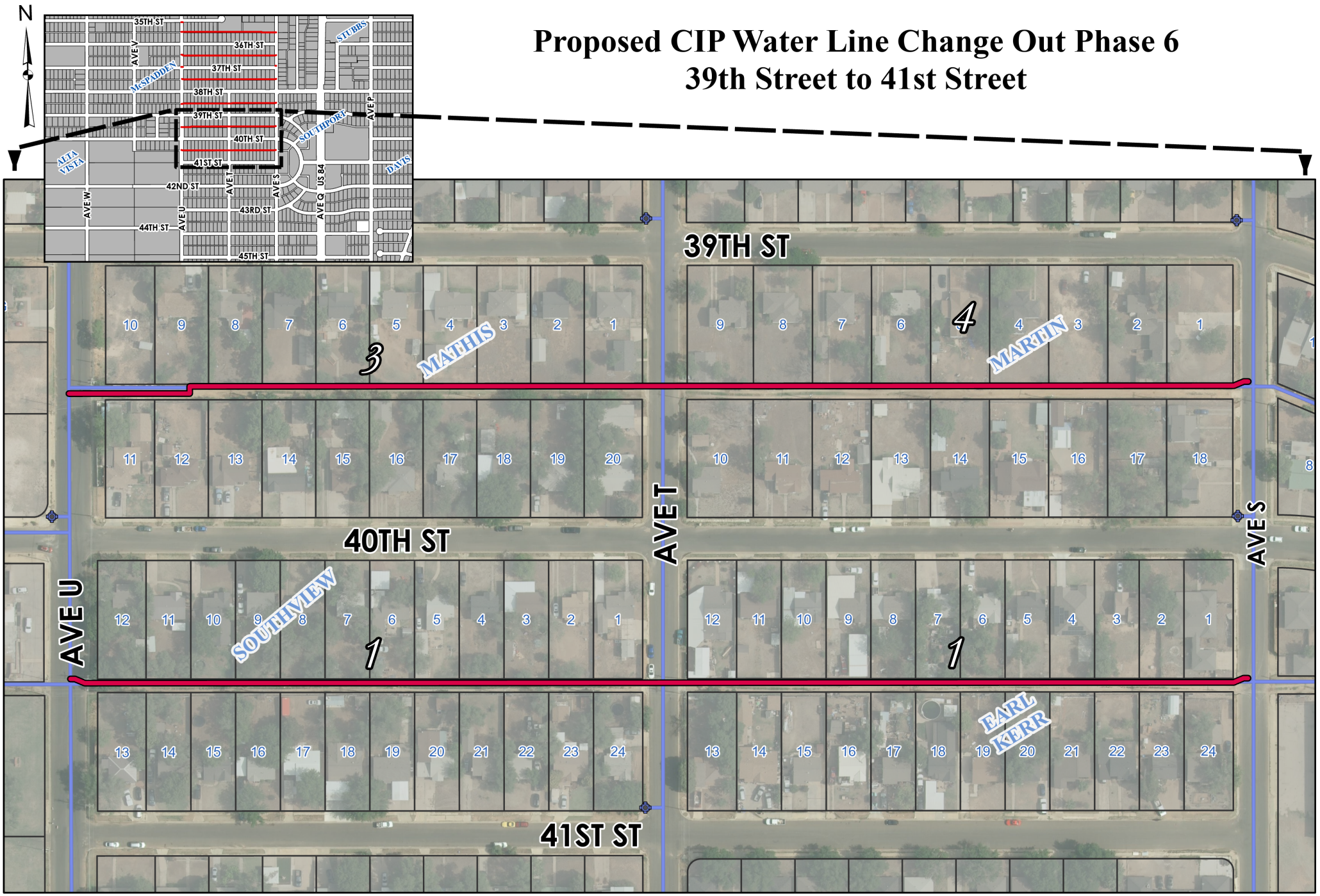
City of Lubbock TEXAS

Digital Orthophotography - May 2023

Proposed CIP Water Line Change Out Phase 6
39th Street to 41st Street



0 1,000 2,000 3,000 4,000 5,000 Feet

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City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2024

Capital Project Number:	92749
Capital Project Name:	Water Line Replacement FY 2021

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 96,429
Water System Improvments	242,764
Professional Services	21,053
Advertisement	1,075
Contract 17332 - Rink's Lease Service (Final Amount)	680,270
Water Line Change Out Cowan Addition Blocks 5 and 6	545,000
Agenda Items, March 26, 2024	
Water Line Change Out Phase 6	1,969,403
Encumbered/Expended To Date	3,555,994
Estimated Costs for Remaining Appropriation	
Water System Improvements	838,773
Remaining Appropriation	838,773
Total Appropriation	$ 4,394,767

CIP 92749 Water Line Replacement FY 2021

Replacement Infrastructure

Project Manager: Mike Keenum - Engineering

Project Scope

Replace substandard water lines. This is an on-going project that replaces water lines across the City of Lubbock as they are needed throughout the year.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer inconvenience. The lines are typically in the older areas of Lubbock and have a higher incidence of leaks and lower water pressure.

Project Highlights

Council Priorities Addressed:
Community Improvement
Growth and Development
Redevelopment

Project History

- FY 2021-22 $550,000 was appropriated by Ord. 2021-O0126
- FY 2022-23 $550,000 was appropriated by Ord. 2022-O0136
- FY 2022-23 $744,767 was transferred from CIP 92659 by BCR 2023 - 14
- FY 2023-24 $2,550,000 was appropriated by Ord. 2023-O0108

Project Dates

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$100,000	$0	$0	$0	$0	$0	$0
Construction	$4,294,767	$1,000,000	$750,000	$800,000	$850,000	$900,000	$0
TOTAL	**$4,394,767**	**$1,000,000**	**$750,000**	**$800,000**	**$850,000**	**$900,000**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Wastewater Fund Cash	$500,000	$0	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$1,100,000	$1,000,000	$750,000	$800,000	$850,000	$900,000	$0
Wastewater Fund Revenue Bonds	$244,767	$0	$0	$0	$0	$0	$0
ARPA Funding	$2,550,000	$0	$0	$0	$0	$0	$0
TOTAL	**$4,394,767**	**$1,000,000**	**$750,000**	**$800,000**	**$850,000**	**$900,000**	**$0**

Operating Budget Impacts

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Purchasing and Contract Management

Project Summary

RFP 24-17870-TF
Water Line Change Out Phase 6

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 28 to February 14, 2024.
8 individuals attended the pre-proposal meeting.
51 vendors downloaded the documents using Bonfire.com.
15 vendors were notified separately.
3 vendors submitted proposals.

AI# 12395
Regular City Council Meeting 5. 29.
03/26/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 17967, with Kimley-Horn and Associates, Inc., for providing professional services for the Unpaved Roads Improvements Project.

Item Summary

The purpose of this contract with Kimley-Horn and Associates, Inc., is for professional engineering and design services for the Unpaved Roads Improvements project. The work of the project will include preparation of plans, specifications, and design of asphalt pavement of various gravel and dirt roads in existing subdivisions.

Staff conducted contract negotiations with Kimley-Horn and Associates, Inc., after establishing them as qualified for providing engineering services for the Unpaved Roads Improvements Project. Fair and reasonable hourly rates were agreed upon for a total contract amount of $220,500, with a 12-month contract duration. Staff recommends Kimley-Horn and Associates, Inc., of Lubbock, Texas, be awarded the contract that will provide the plans, specifications and estimates for the Unpaved Roads Improvements Project.

Fiscal Impact

Contract 17967 of $220,500, is funded in Capital Improvements Project 92712, Transportation Improvements/Unpaved.

Staff/Board Recommending

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

Attachments

Resolution
Contract 17967
Location Exhibit
CIP Spreadsheet - 92712
92712 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, Professional Services Agreement Contract No. 17967 for the design of Unpaved Road Improvements, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17967 KH Unpaved Roads
3.19.24

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. __17967__ is entered into this ___ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the Design of Unpaved Road Improvements, (the "Activities"); and

WHEREAS, the Engineer has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of _12_ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. The Engineer shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $220,500, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and

shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit A attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER 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 ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

Kimley-Horn and Associates, Inc.
Leslie Bruce, P.E.
1207 Ave F NW, Suite 1
Childress, TX 79201
Telephone: 940-226-4218
Email: Leslie.Bruce@Kimley-Horn.com

C. City's Address. The City's address and numbers for the purposes of notice are:

Joe Schaunaman
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2173
Email: JSchaunaman@MyLubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer.

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe FOR
_____
Michael G. Keenum, P.E., CFM, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

Kimley-Horn and Associates, Inc.

By: _____

Bradley J. Hill, Regional Contract Lead

Email: Bradley.Hill@Kimley-Horn.com

EXHIBIT A

Engineering Scope of Services

Unpaved Street Improvements

City of Lubbock

PROJECT UNDERSTANDING

1. Existing corridor:
    a. Existing unpaved streets of variable width and usage located in City of Lubbock.
    b. Existing surface typically dirt or caliche with some having minor upgrades with flex base, millings, and paving.
    c. Existing curb and gutter at intersections in some locations.
    d. Limits of projects broken down to block by block segments.
    e. Right of way varies based on project location.
2. Proposed improvements include:
    a. City of Lubbock R-1A or R1 HMAC proposed roadway.
    b. Pavement section
        i. 2" City of Lubbock TY C HMAC Surface
        ii. 8" Flex (Caliche) Base
        iii. 12" Compacted Subgrade
    c. Typical 24" curb and gutter (Type "A", Rollover Curb Type "B", Type "C")
    d. Tie to existing features at project limits to ensure positive drainage
    e. 6" Concrete alley returns and driveways.
    f. Manhole and valve adjustments.
3. Special considerations for this project:
    a. Existing right of way will need to be confirmed for construction of proposed improvements. In cases where parcels are needed, coordination with City will be required to acquire this right of way.
    b. Bid packages may include one street or multiple streets.
    c. The bid will include all pay items and anticipated quantities for each project and the entire project package.
4. The professional services generally will include:
    a. Design survey
    b. Existing Right-of-way (ROW) research
    c. Roadway design
    d. Bidding Phase support services
    e. Construction Phase Engineer of Record support services

1. **Design Survey (by Subconsultant)**
   1.1. Survey Data – develop topographic data within the limits of this project.
      1.1.1 Data Collection and Property Research – Subconsultant will collect available data to determine the boundary ownership along the project limits.
      1.1.2 Design Survey
         - The limits of the survey will be on the limits defined for each unpaved roadway segment. The survey will include topo survey at intersection tie ins and extend a minimum of 50' each way along roadways at each intersection.
         - Place two (2) control monuments with aluminum cap in concrete at each project site location. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
         - Perform a field survey at the terminus of each project to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
            - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
            - Existing Driveways (including material) and swales
            - Alleys (including material)
            - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
            - Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
            - Contact Texas 811 and request locates along corridors for additional utility marking data collection
            - Signs (excluding temporary signs)
            - Fence/Wall limits and material types (excluding temporary fences)
            - Other applicable physical features that could impact design
            - Utilize City LiDAR data to infill each project and develop 3d models for corridor design.
            - Prepare a final topographic drawing in digital format (Open Roads Designer) (including contours and break lines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
2. **Design Survey Processing (by Kimley-Horn)**
   2.1. Process Existing Survey
      2.1.1 Develop topographic terrain drawing based on existing survey performed and provided by the City for use in design.
3. **Design**
   3.1. Project Management
      3.1.1 Progress and Review Meetings:
         - Schedule, prepare for, attend, and document three (3) Progress Meetings and one (1) Review Meeting to monitor the development of the project(s).

- Progress Meetings will be held to discuss design issues and progress of plan production.
- Review Meetings will be conducted (one (1) at 60% Plan Submittal).

3.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

3.1.3 Coordinate with subconsultants

3.1.4 Prepare and e-mail monthly progress reports to City.

3.1.5 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 100%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after 60% review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

3.1.6 Project Administration

- Prepare project correspondence and invoicing documents

3.2. Roadway Design (PS&E)

3.2.1 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

3.2.2 Include the following items in addition to those included in the preliminary design submittal:

- Proposed residential and commercial driveways
- Horizontal Alignment Data
- Demolition plan
- Intersection layouts
- Standard design details

3.2.3 Locate and identify all driveways within the project limits.

3.2.4 Prepare roadway details to clarify intent of design

3.2.5 Compile applicable City standard details. Modify standard details as needed.

3.3. Utilities - Public

3.3.1 Water and Sewer Adjustments/Relocations

- Adjustments to existing water valves and manholes will not be specified in the plans. Quantities will be determined for bidding purposes using information available within City of Lubbock databases.
- Water and Sewer adjustment in excess of valve and manhole elevations adjustments will be designed and constructed by City of Lubbock.

3.4. Interim Design Submittal (60%) Deliverables

3.4.1 Submit electronic PDF file of the 60% design to the City for review and comment.

3.4.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Title Sheet
- General Notes/Index of Sheets Sheet
- Demolition Sheets
- Plan & Profile Sheets
- Intersection Layout Sheets
- Detail Sheets
- Bid Tab with items and quantities
- Opinion of Probable Construction Cost (OPCC) by individual project limits and cumulative bid package.

3.5. Final Design Submittal (Bid Set) Deliverables

3.5.1 Submit electronic PDF file of Final submittal to the City.

3.5.2 Submittal will be complete except for addressing final comments, if any.

3.5.3 Submit an electronic PDF file submission to the City of the following:

- Sealed Plan Sheets
  - Title Sheet
  - General Notes/Index of Sheets Sheet
  - Demolition Sheets
  - Plan & Profile Sheets
  - Intersection Layout Sheets
  - Detail Sheets
- Sealed Project Specifications
- Final Bid Tab
- OPCC

3.6. Post Bid Submittal Deliverables

3.6.1 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda.

4. Bid Phase Support

4.1. Support City during the bid phase to address and respond to questions from prospective bidders.

4.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

4.3. Incorporate addenda changes into the Final Plan Set.

4.4. Assist the City in evaluating the bids and prepare a recommendation letter.

5. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Geotechnical investigation
- Right of Way acquisition services

- SUE
- Franchise Utility Coordination/Relocations
- TxDOT Coordination
- Stormwater Pollution Prevention Plan
- Drainage study and associated design of channel and culvert improvements
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of Traffic Control Plan
- Traffic and Traffic Signal Design
- Development of 3D roadway model and design cross-sections
- Pavement marking and Marking Plans
- Construction staking
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Illumination design
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR Services
- Design of structural retaining walls
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

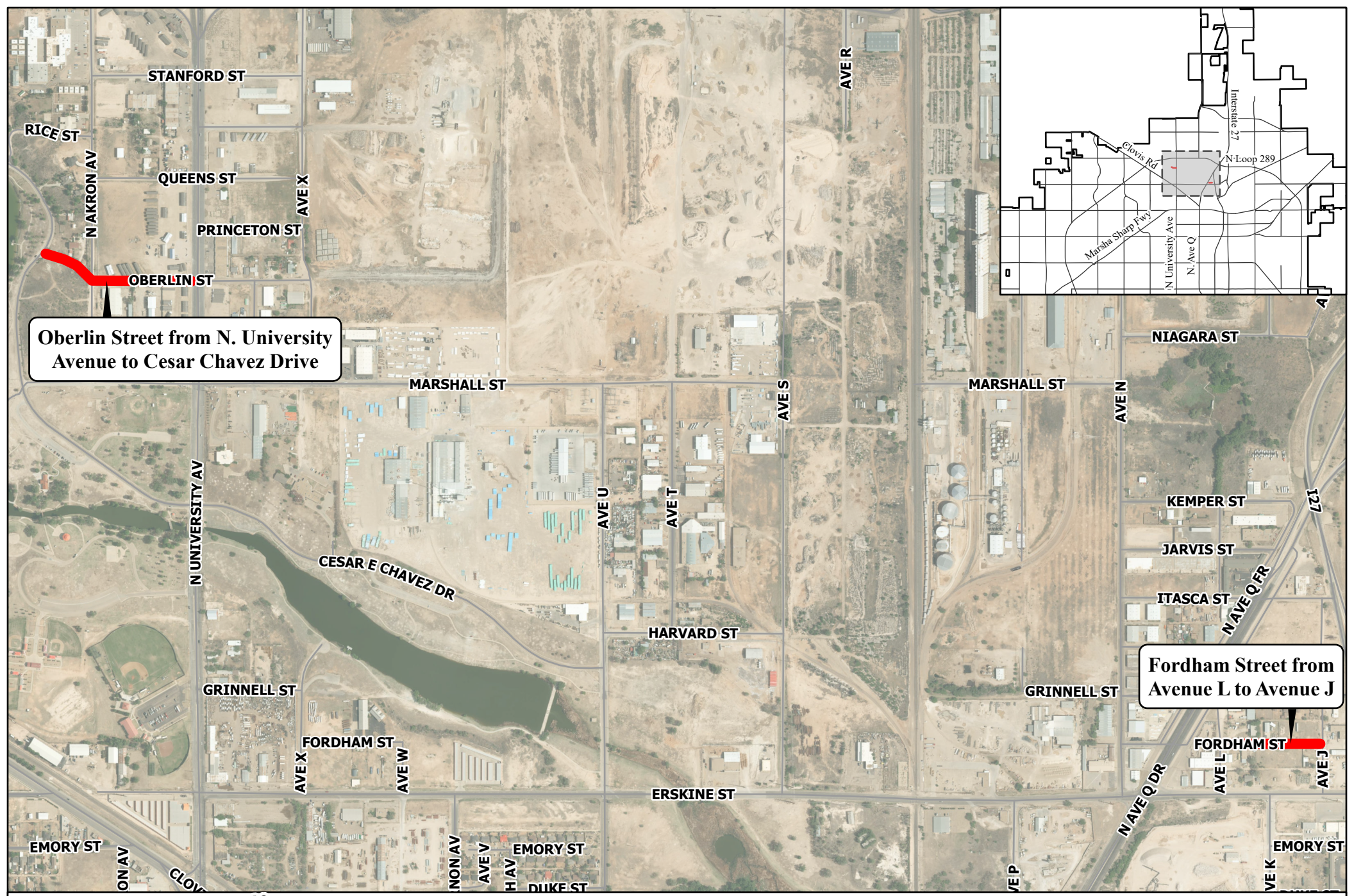
Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agree to complete the services as expeditiously as practicable.

Exhibit B

Unpaved Streets
Fee Proposal Summary

Task	Task Description	KHA	HRA	Subtotal
1	Survey	$ 4,400.00	$ 28,800.00	$ 33,200.00
2	Design Survey Processing	$ 4,500.00		$ 4,500.00
3	Design	$ 164,500.00		$ 164,500.00
4	Bid Phase Support	$ 18,300.00		$ 18,300.00
	TOTALS	$ 191,700.00	$ 28,800.00	**$ 220,500.00**

The Engineer will not exceed the total maximum labor fee shown above without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Engineer reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of Engineer labor fee (4.6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.



City of Lubbock TEXAS

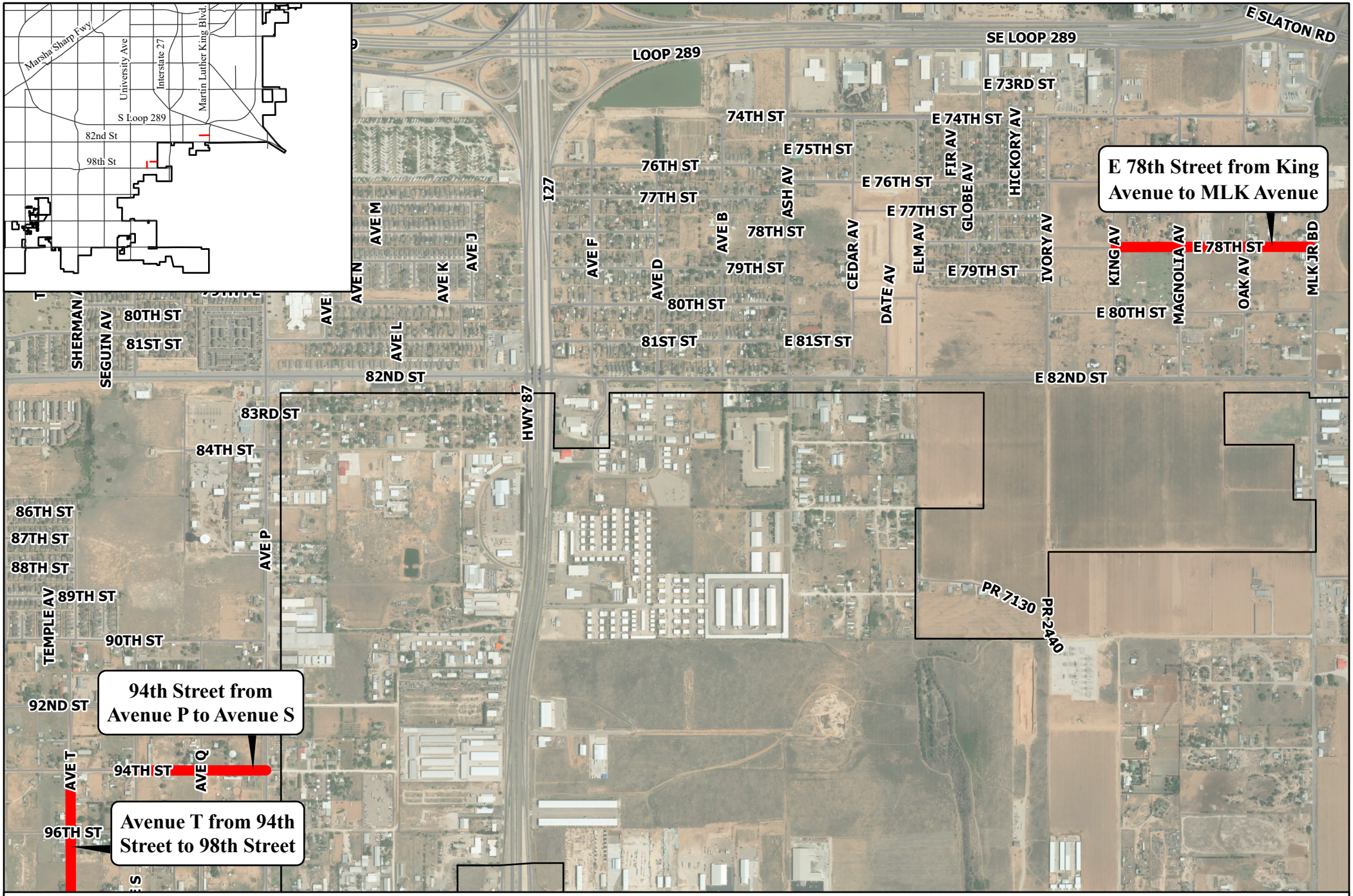
N

Contract 17967 - Bond Unpaved Roads North Section

0 500 1,000 1,500 2,000 US Feet

Unpaved Roads
Lubbock City Limits
Street Centerlines

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



City of Lubbock TEXAS

N

Contract 17967 - Bond Unpaved Roads South Section

0 1,000 2,000 3,000 US Feet

Unpaved Roads
Lubbock City Limits
Street Centerlines

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

City of Lubbock
Capital Project
Project Cost Detail
March 26, 2024

Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

Encumbered/Expended	**Budget**
Construction Contract 16211, West Texas Paving, Inc.,	$1,356,535
Professional Service Agreement 16363 with Freese and Nichols	250,000
Amendment 1 to Contract 16363 with Freese and Nichols	30,306
Professional Service Agreement 16440 with Kimley-Horn and Associates, Inc.	175,000
Surveying Services by Hugo Reed and Associates, Inc.	13,974
Advertising Costs	1,186
City of Lubbock Staff Time	265,981
Construction Contract 16919, Lone Star Dirt & Paving	2,118,230
System Capital Improvements, Construction	39,053
Construction Contract 17342, Lone Star Dirt & Paving	3,704,125
ROW Dedication, north half of Erskine from Lublerry to Idalou Road	5,790
Contract 17773 with Elm Meadows Addition LLC	8,663
Funding provided by Community Development Grants	(1,522,666)
Agenda Item March 26, 2024	
Contract 17967 with Kimley Horn	220,500
Encumbered/Expended To Date	6,666,677
Estimated Cost for Remaining Appropriation	
Unimproved Roadway Construction and Design	2,392,485
Remaining Appropriation	2,392,485
Total Appropriation	$9,059,162

CIP 92712 Transportation Improvements/ Unpaved Roads

Upgrade/Major Maintenance

Project Manager: Mike Keenum - Engineering

Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project Highlights

Council Priorities Addressed: Growth and Development, Public Safety, Community Improvement

Project History

- FY 2020-21 $9,000,000 was appropriated by Ord. 2020-O0077
- FY 2022-23 $59,162 was appropriated by BCR# 2023-9

Project Dates

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$9,059,162	$0	$0	$0	$0	$0	$0
TOTAL	**$9,059,162**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	$59,162	$0	$0	$0	$0	$0	$0
General Fund CO Bonds	$9,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$9,059,162**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Development Agreement Contract 17488, with Red Canyon Development, LLC, 146th & Quaker, LLC, Chad Michael Henthorn, 14th Texas Real Estate, LLC., and Bushland Springs, LLC., for the construction of a portion of Quaker Avenue, from 146th Street to Woodrow Road.

Item Summary

This development agreement between the City of Lubbock and Red Canyon Development, LLC 146th & Quaker, LLC, Chad Henthorn, 14 Texas Real Estate, LLC, and Bushland Springs, LLC, is for the construction of a portion of Quaker Avenue from 146th Street to Woodrow Road. It is the intention of this agreement that all parties participate financially in the construction efforts of a portion of Quaker Avenue, with sole responsibility of the developers to construct the roadway improvements.

The bid from the contractor for Quaker Avenue from 146th Street to Woodrow Road, came in at the amount of $4,249,500. This City's contribution in the development agreement is limited to $1,274,850.

Fiscal Impact

This agreement in the amount of $1,274,850, is funded in Capital Improvements Project 92828, Quaker Avenue from 146th Street to Woodrow Road.

Staff/Board Recommending

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

Attachments

Resolution
Development Agreement
Location Exhibit
92828 Spreadsheet
92828 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, the Development Agreement Contract No. 17488 for the construction of a 2-lane extension on Quaker Avenue from 146th Street to Woodrow Road, by and between the City of Lubbock and 146th & Quaker, LLC, Chad Henthorn, Red Canyon Development, LLC, 14 Texas Real Estate, LLC, and Bushland Springs, LLC and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.development agreement – Quaker 146th to Woodrow
2.27.24

STATE OF TEXAS §
COUNTY OF LUBBOCK §

DEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF
A PORTION OF QUAKER AVENUE

This Development Agreement ("Agreement") Contract No. 17488 is entered into this___day of _____, 2024 by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City") and Red Canyon Development, LLC, 146th & Quaker, LLC, Chad Henthorn, 14 Texas Real Estate, LLC, and Bushland Springs, LLC (the "Developers").

WHEREAS, Developers are the owners of certain real property adjacent to Quaker Avenue, located within the corporate limits of the City; and

WHEREAS, in lieu of waiting for the City to construct a 2-lane extension on Quaker Avenue from 146th Street to Woodrow Road (the "Project"), the Developers will construct the Project in order that construction commence sooner, and in turn the Developers will receive credits (in the amount of their respective participation) towards roadway impact fees that will otherwise be due from the development at the time of platting; and

WHEREAS, the portion of Quaker Avenue that is the subject, details thereof, and the associated opinion of probable cost (the "Contract Price") of the Developers' Project are provided in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, each Developer's participation shall be in the amount set forth in Exhibit "B", attached hereto and incorporated herein, including the County of Lubbock who shall not be a party to this agreement, but have executed a separate agreement for funding a portion of the Project, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the City shall participate in the cost of the Project at an amount not to exceed 30 percent (30%) of the total contract price, in accordance with the Texas Local Government Code Sec. 212.702(b)(1).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and Developers hereby agree as follows:

SECTION 1 Developers Activities

1.01 Developers shall proceed in a diligent manner to completion of the Project in accordance with all applicable federal and state laws, City of Lubbock Code of Ordinances, and City of Lubbock policies. Completion of such improvements

shall occur within eighteen (18) months after execution of this agreement. Completion of the Project shall not be deemed to have occurred unless and until the City shall have accepted such improvements as being in compliance with the terms of this Agreement and federal, state, and local laws.

1.02 Developers shall comply with applicable laws related to private performance of public improvements, including without limitation, Subchapter C of Chapter 212 of the Local Government Code.

SECTION 2 City Participation

2.01 The City shall, subject to the terms hereof, participate in the Project in an amount not to exceed, one million two hundred seventy-four thousand eight hundred fifty and 00/100 Dollars ($1,274,850.00), based on the actual bid prices of the Project. It is expressly hereby represented and warranted by Developers to City that the total Contract Price regarding this project is estimated to be four million two hundred forty-nine thousand five hundred and 00/100 Dollars ($4,249,500.00).

2.02 The City shall pay to Developer the actual bid price amount, as limited herein not to exceed $1,274,850.00 upon completion of the Project and inspection and acceptance thereof by the City. It is expressly stipulated that the City shall owe no funds to Developers unless and until the Project is completed in accordance with all state laws, City of Lubbock Code of Ordinance provisions, and City of Lubbock policies.

2.03 Under no circumstance or event shall the participation of the City exceed thirty percent (30%) of the total Contract Price contemplated by subchapter C of Chapter 212 of the Texas Local Government Code. In the event such participation, as computed and limited herein by the "not to exceed" sum provided in Section 2.01, above, shall so exceed thirty percent (30%) of the Contract Price, the City shall only be obligated to pay the lesser of thirty percent (30%) of the Contract Price, or the "not to exceed" sum provided in Section 2.01, above. In the case that the Project costs exceed the Contract Price attached, the Developers shall be solely responsible for any and all excess costs.

SECTION 3 Performance Bond

3.01 Developers shall execute a Performance Bond for the construction of the Project to ensure completion of the Project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The bond shall be submitted to the City Engineer of the City of Lubbock on or before beginning any work on the Project. In the event such performance bond is not so submitted, this Agreement shall be null and void and of no force and effect.

SECTION 4 Additional Safeguards

4.01 All of Developers' books and other records related to the Developers' construction

of the Project shall be available for inspection by the City upon request. Developer shall furnish actual contract documentation to the City that depicts the actual costs of the Project prior to request for payment from the City.

SECTION 5 Term

5.01 The term of this Agreement shall begin on the date of execution of this Agreement by City and end upon the complete performance of all obligations by each party to this Agreement.

SECTION 6 Indemnity

6.01 Developers agree to defend, indemnify, and hold City, its officers, agents, employees, and elected officials, harmless from and against any and all claims, lawsuits, liabilities, judgments, costs and expenses for any harm for which recovery of damages is sought that may arise out of, be occasioned by or related to Developers' breach of any of the terms or provisions of this Agreement.

SECTION 7 Events of Default / Remedies

7.01 A default shall exist if any party fails to perform or observe any material covenant or obligation contained in this Agreement, or if any material representation and/or warranty provided for herein is not true or correct. The non-defaulting party shall notify the defaulting party in writing upon becoming aware of any event that constitutes a default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

7.02 If a default shall occur and be continuing, after ten (10) days written notice to cure such default, the non-defaulting party may pursue any and all remedies it may be entitled to at law, contract, equity, or otherwise, including without limitation, termination of this Agreement. It is agreed that failure to declare this Agreement terminated upon the default of Developers for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent violation of any of the terms or conditions of this Agreement. All of such remedies are expressly cumulative and the exercise of one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

SECTION 8 Miscellaneous

8.01 This Agreement is performable in Lubbock County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Lubbock County, Texas. This Agreement shall governed by and construed in accordance with the laws of the State of Texas.

8.02 Any notice required by this Agreement shall be deemed to be properly served, if:

(i) Provided in person, email, or by telephonic facsimile; or

(ii) Deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, (4) days after depositing such notice in the United States mail, as set forth above.

For City:

City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-2051
jatkinson@mylubbock.us

with copy to:
Mike Keenum
City Engineer
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-3074
mkeenum@mylubbock.us

For Developers:

Red Canyon Development, LLC
Thomas K. Payne, Manager
P.O. Box 64664
Lubbock, Texas 79464

146th & Quaker, LLC
Attn: Jay Pickering
4901 Lakeridge Drive
Lubbock, Texas 79424
troypickering@yahoo.com

Chad Michael Henthorn
4204 104th Street
Lubbock, Texas 79423
chad@teiner.com

14 Texas Real Estate, LLC
Attn: Andrew Mitchell
1201 South Taylor Street
Amarillo, Texas 79101
amitchell@tootntotum.com

Bushland Springs, LLC
8213 Alcove Avenue
Lubbock, Texas 79424
treystrong@hotmail.com

8.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except as may otherwise be provided herein, such invalidity, illegality or unenforceability shall not in any way affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

8.04 City and Developers each bind themselves and their successors and assigns to the other parties of this Agreement. Developers represents and warrant to City that it (i) possesses the requisite power and authority to execute, deliver and perform this Agreement; (ii) has taken all actions and formalities necessary to authorize Developers to execute, deliver and perform this Agreement; and (iii) the party executing for and on behalf of each Developer has been duly authorized to act in such behalf for each Developer.

8.05 City and Developers herein recognize that the continuation of any agreement at the close of any given fiscal year of the City of Lubbock, Texas, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City, providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council.

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

8.07 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

DEVELOPERS:

RED CANYON DEVELOPMENT, LLC:

Thomas Payne, Manager

Blake Womble, Manager

146TH & QUAKER, LLC:

Jay Pickering, Manager

CHAD HENTHORN:

Chad Henthorn, Owner

14 TEXAS REAL ESTATE, LLC:

Andrew Mitchell, Manager

BUSHLAND SPRINGS, LLC:

Robert Wood, Manager

Jack (Trey) F. Strong III, Manager

CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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CITY OF LUBBOCK:

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

DEVELOPERS:

RED CANYON DEVELOPMENT, LLC:

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Blake Womble, Manager

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Jay Pickering, Manager

CHAD HENTHORN:

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Chad Henthorn, Owner

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_____
Andrew Mitchell, Manager

BUSHLAND SPRINGS, LLC:

_____
Robert Wood, Manager

_____
Jack (Trey) F. Strong III, Manager

CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

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RED CANYON DEVELOPMENT, LLC:

Thomas Payne, Manager

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146TH & QUAKER, LLC:

Jay Pickering, Manager

CHAD HENTHORN:

Chad Henthorn, Owner

14 TEXAS REAL ESTATE, LLC:

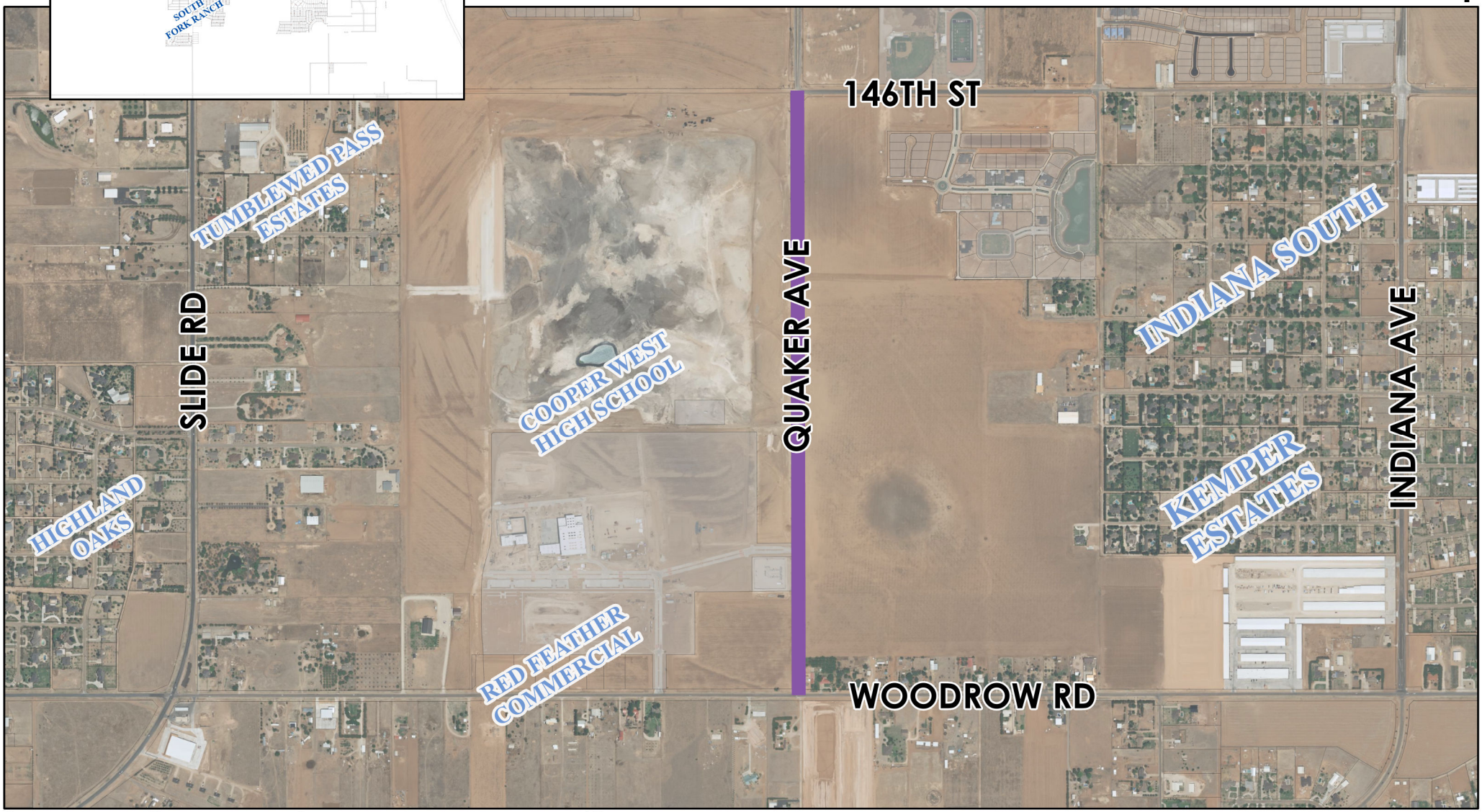
Andrew Mitchell, Manager

BUSHLAND SPRINGS, LLC:

Robert Wood, Manager

Jack (Trey) F. Strong III, Manager

Quaker Road
146th Street to Woodrow Road



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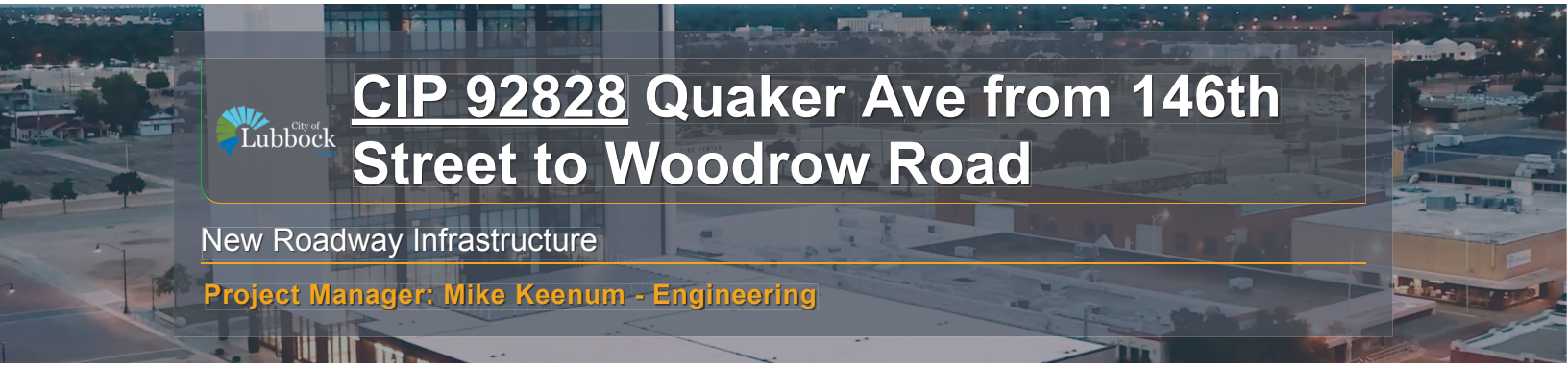
City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2024

Capital Project Number:	92828
Capital Project Name:	Quaker Ave from 146th Street to Woodrow Road

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$-
Agenda Items, March 26, 2024	
Contract 15944 - Development Agreement for Construction of Quaker Ave	1,274,850
Encumbered/Expended To Date	1,274,850
Estimated Costs for Remaining Appropriation	
No remaining cost	-
Remaining Appropriation	-
Total Appropriation	$1,274,850



CIP 92828 Quaker Ave from 146th Street to Woodrow Road

New Roadway Infrastructure

Project Manager: Mike Keenum - Engineering

Project Scope

Quaker Avenue from 146th Street to Woodrow Rd. is currently unpaved and is designated in the 2018 Thoroughfare Master Plan to become a five-land modified principle arterial roadway. Continued growth in south Lubbock has increased traffic demands along the south Quaker Avenue corridor from 146th Street to Woodrow Road, a roadway that's currently unpaved. Safety concerns necessitate the construction of an all-weather paved roadway. The new roadway will be constructed to a two lane multimodal roadway with drainage structures in the five lane ultimate configuration.

Project Justification

This project will provide construction of street improvements, including but not limited to sidewalks, utility line relocations, traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights of way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 $1,109,697 was appropriated by Ord. 2023-O0089
- FY 2022-23 $165,153 was appropriated by Ord. 2023-O0095

Project Dates

Project Location

Quaker Ave - 146th to Woodrow Road

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$1,274,850	$0	$0	$0	$0	$0	$0
TOTAL	**$1,274,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	$1,274,850	$0	$0	$0	$0	$0	$0
TOTAL	**$1,274,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Information

Agenda Item

Resolution - Water Utilities: Consider a resolution ratifying the actions of the City Manager, in executing Purchase Order 22105341, for the emergency purchase of 720 Memcor Membrane Modules from Du Pont (FilmTec Corporation), to replace failed membrane modules and to restore full production capability of the South Water Treatment Plant.

Item Summary

In August 2012, the City of Lubbock began operating the South Water Treatment Plant (SWTP) in order to begin using water from Lake Alan Henry. As part of the treatment process at the SWTP, microfiltration (MF) membranes are used. The membrane process at this plant typically consists of six membrane skids (240 membrane modules per skid) totaling 1,440 modules. As of January 2023, over half of the membrane skids failed due to unknown causes. This failure has forced water treatment operations to shut down 3 of the 6 membrane skids. To remedy this failure, the City Council approved Purchase Order 22105280 as an emergency purchase for 720 membrane modules and installed by City staff. Before delivery of the membrane modules, the remaining 3 skids experienced similar membrane module failure. Therefore, the water treatment capability of the SWTP had declined to near zero production. It was determined that an additional 720 membrane modules would be required to restore full production capability of the SWTP.

The water treated at the SWTP plays a vital role in meeting the City's peak water demand during the summer months. Plant staff strategically redirected water distribution throughout the City, avoiding the implementation of increased water restrictions. City staff requested that Du Pont, the sole source provider for purchasing replacement Memcor membrane modules, proceed with acquiring an additional 720 membrane modules in anticipation of replacing the remaining failed units. Du Pont agreed to secure the needed membrane modules from their Australia facility, in order to minimize long delivery schedules. Du Pont confirmed delivery of the remaining 720 modules which are now available for immediate purchase. This purchase completes the replacement of the remaining failed membrane modules at the City of Lubbock SWTP.

This purchase order is for the procurement of 720 Du Pont (FilmTec Corporation) Memcor Membrane Modules for $794,880. This purchase includes a shipping discount for the membrane modules and a 10-year warranty. In addition, the purchase includes technical installation consultation and shipping costs.

As the budget year progresses, staff will monitor the budget expenditures throughout the fiscal year and determine if additional funding will be necessary due to this procurement.

Fiscal Impact

Purchase Order 22105341 in the amount of $794,880 is funded in the Water /Wastewater FY 2023-24 Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution
PO 22105341 FILMTEC REQ 61369

RESOLUTION

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

THAT the act of the City Manager or his designee in executing, on behalf of the City of Lubbock, Sole Source Purchase Order No. 22105341 to purchase Memcor Membrane Modules, by and between the City of Lubbock and Filmtec Corporation, and all related documents is hereby ratified in full. 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 for
_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Acknowledge & Ratify-Memcor 22105341

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 2/15/2024
Order Number 22105341 000 OP
Branch/Plant 6349

TO: FILMTEC CORPORATION
4118 COLLECTION CENTER DRIVE
CHICAGO IL 60693-0077

SHIP TO: CITY OF LUBBOCK
SOUTH TREATMENT PLANT
5114 EAST FM 1585
LUBBOCK TX 79404

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

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

Ordered 2/15/2024 Freight .
Requested 2/27/2024 Taken By YBUSBY
Delivery PER R MARTINEZ REQ 61369 PUR 17926/RATIFIED SOLE SOURCE

If you have any questions contact Renata Martinez: RMartinez@mylubbock.us Phone 806-775-2611

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Module Spare L20N V2	720.000	1,100.0000	EA	792,000.00	3/29/2024
O-Ring EPDM 9710	960.000	1.5000	EA	1,440.00	3/29/2024
O-Ring EPDM 9710 BS3354	960.000	1.0000	EA	960.00	3/29/2024
O-Ring EPDM 9710 52.1x5	960.000	.5000	EA	480.00	3/29/2024

Total Order

Terms NET 30 794,880.00

This purchase order encumbers funds in the amount of $794,880.00 awarded to Filmtec Corporation of Chicago, IL, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated April 05, 2023, from Filmtec Corporation of Chicago, IL, and a Ratified Sole Source.

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

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

Document Date	Order Number
09/27/2023	41165339

Customer P.O. number
04052023 04/05/2023

Ship-to / Consignee *11004970*
CITY OF LUBBOCK
LAKE HENRY WT
TAX ID: 75-6000590-6
ATTN: MIKE LOWE 806 831 6014
5114 EAST FM 1585
SLATON TX 79364

Sold-to *11004983*
CITY OF LUBBOCK
c/o WATER TREATEMENT PLANT
PO Box 2000
LUBBOCK TX 79457

Forwarding Agent/Notify Party/End User

Transport Mode	Shipping Point
	MARLBOROUGH VIRT 0014 WS

Carrier / Drayage

Country Shipped From
United States

Country of Destination
United States

Unloading Point

INFORMATION

Terms of Delivery and Payment
PPD Destination

NET 30 DAYS FROM INVOICE DATE

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
	Valid from: 04/05/2023 **Valid to: 12/31/2023**			
10	12038594 MODULE, SPARE L20N v2	720 EA	1,100.00 USD / EA	792,000.00 USD
	Confirm Date 04/05/2023 **Quantity** 720 EA			

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES ***FilmTec Corporation***	**Document Date** 09/27/2023	**Order Number** 41165339
	Customer P.O. number 04052023	04/05/2023

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
20	12032210 O-RING, EPDM 9710 BS359 WRC BLUE DOT; **Confirm Date** 04/05/2023 **Quantity** 960 EA	960 EA	1.50 USD / EA	1,440.00 USD
30	12032211 O-RING, EPDM 9710 BS354 WRC BLUE DOT; **Confirm Date** 04/05/2023 **Quantity** 960 EA	960 EA	1.00 USD / EA	960.00 USD
40	12037213 O-RING, EPDM 9710 52.1X5.7MM BLUE DOT **Confirm Date** 04/05/2023 **Quantity** 960 EA	960 EA	0.50 USD / EA	480.00 USD
	Subtotal			**794,880.00**
	0.00 % Sales Tax (State) . **MANUFACTURING**			**0.00**
	0.00 % Sales Tax (Local) . **MANUFACTURING**			**0.00**
	0.00 % Sales Tax (Local) . **MANUFACTURING**			**0.00**
	Total			**794,880.00 USD**
	INFORMATION:			

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

Document Date	Order Number
09/27/2023	41165339

Customer P.O. number
04052023 04/05/2023

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
	Mike Lowe @ (806) 831-6014			

CONTACT: John Shibilski JOHN.SHIBILSKI@DUPONT.COM
Ph.: Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES **FilmTec Corporation**	**Document Date** 09/27/2023	**Order Number** 41165339
	Customer P.O. number 04052023	04/05/2023

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. https://www.dupont.com/privacy.html
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0025, amending Article 28.09 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Building Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

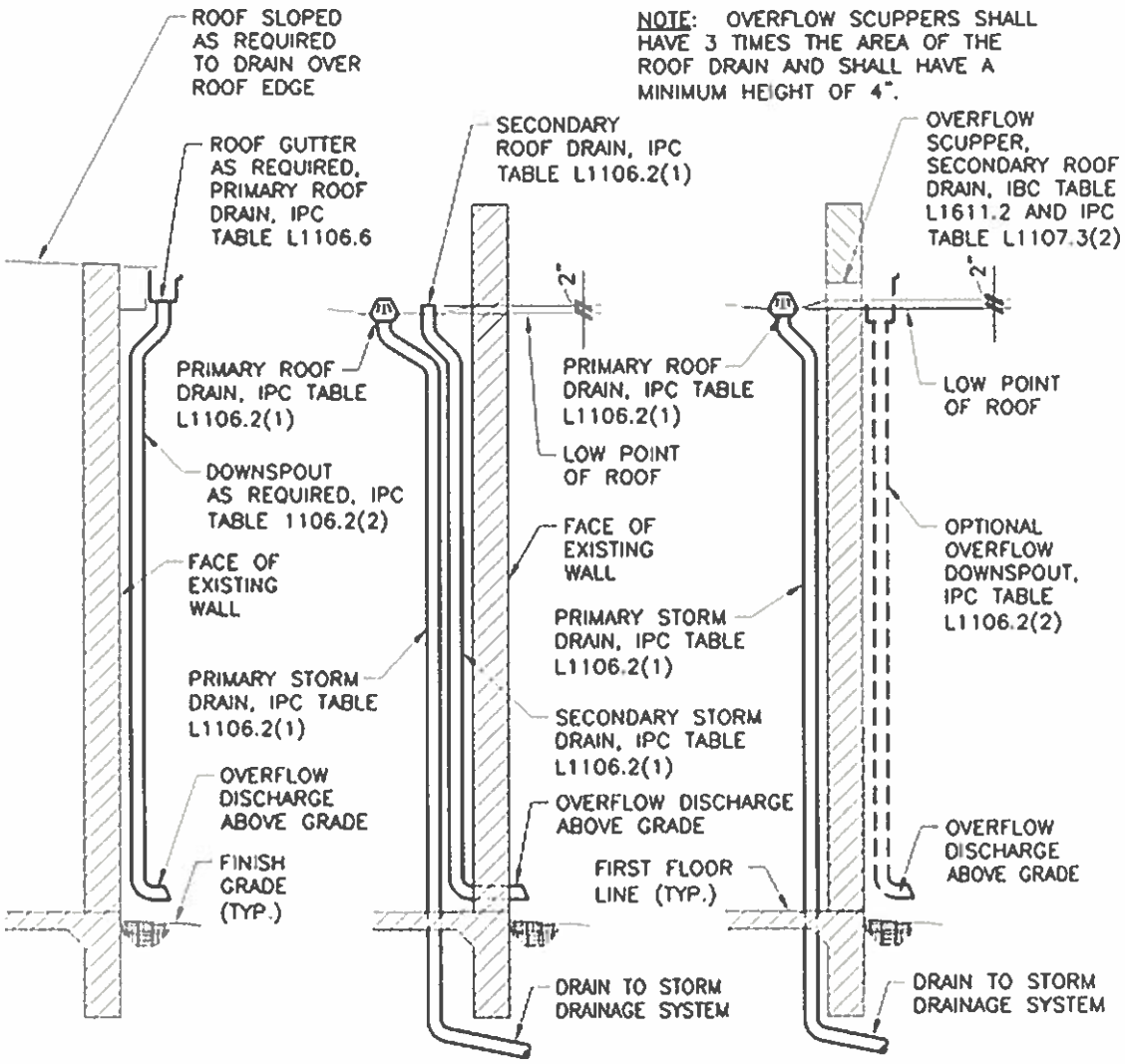
100-Year Hourly Rainfall Rate: i = 3.3 inches per hour

(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:

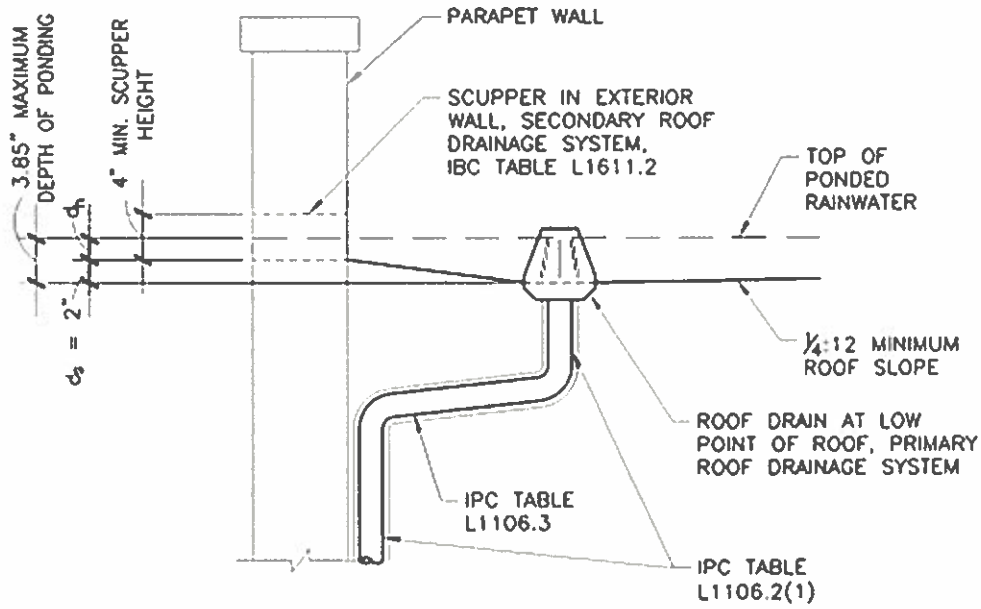
1611.4 Special design rain loads. Where the roof perimeter construction extends above the roof and scuppers are used for either primary drainage or secondary emergency overflow, the scuppers shall be designed in accordance with Table L1611.2 in order to limit the rain load on the roof to 20 psf (0.96 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.



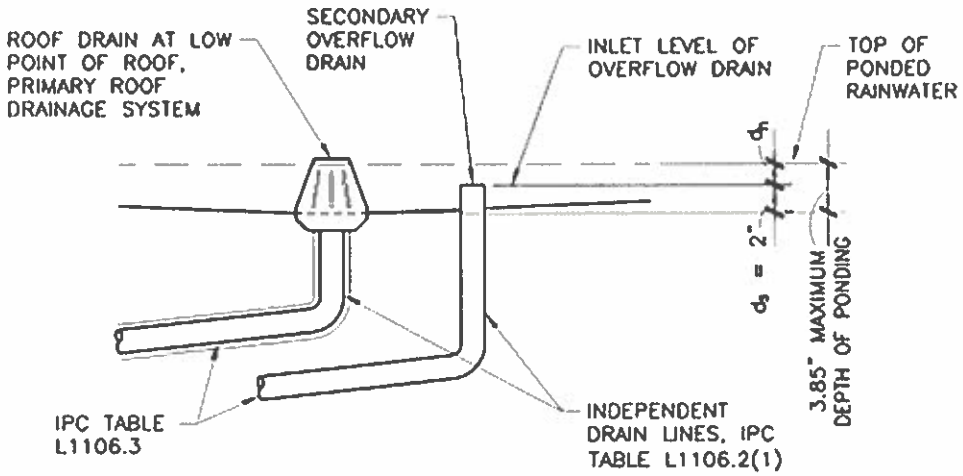
ROOF DRAINAGE AND SLOPED ROOF
IBC FIGURE L1611.2(1)

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:

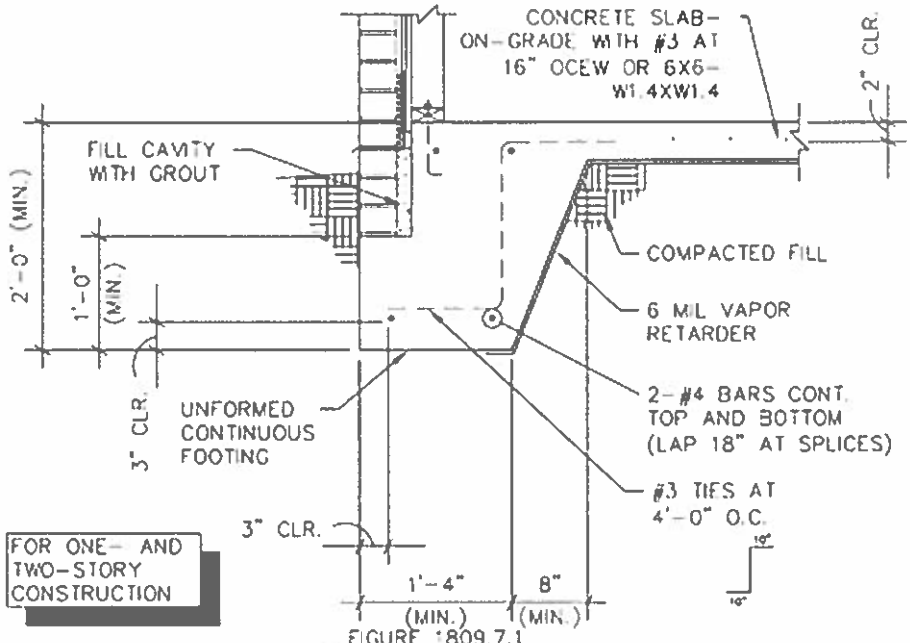


FIGURE 1809.7.1
MONOLITHIC SLAB-ON-GROUND
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

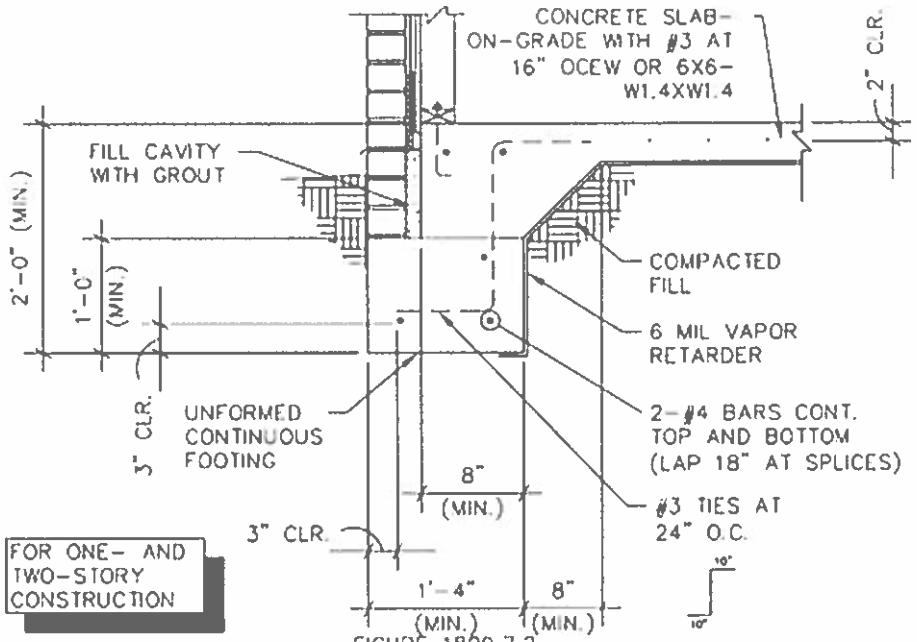


FIGURE 1809.7.2
TWO-POUR COMBINATION FOOTING
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

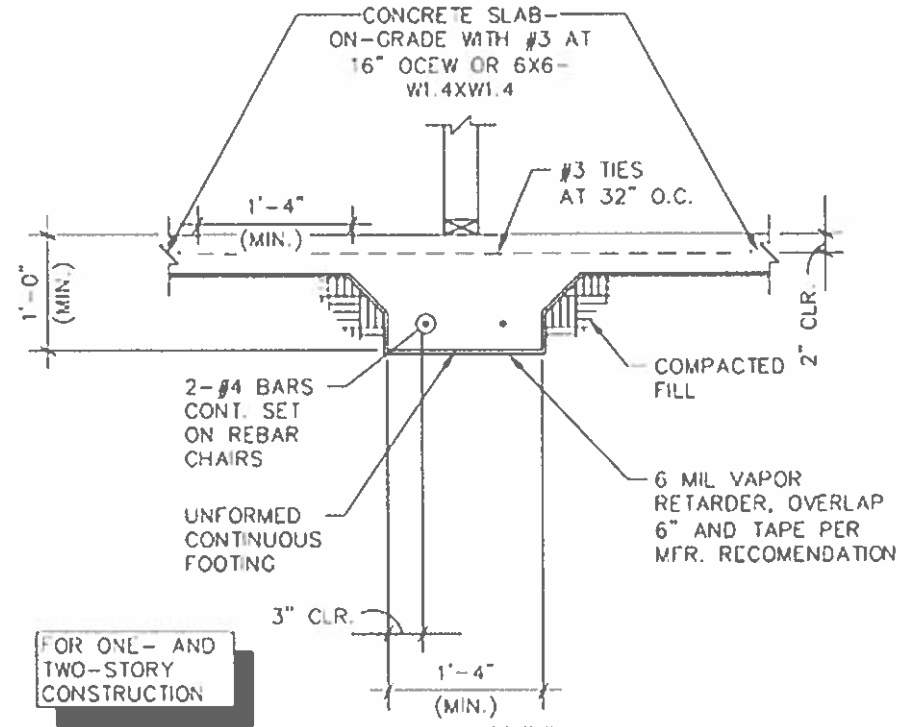


FIGURE 1809.7.3
CONTINUOUS FOOTING FOR INTERIOR LOAD BEARING WALL

(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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0026, amending Article 28.10 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Plumbing Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0027, amending Article 28.11 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Mechanical Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0028, amending Article 28.12 of the City of Lubbock Code of Ordinances with adoption of the 2020 National Electrical Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0029, amending Article 28.14 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Residential Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0030, amending Article 28.15 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Fuel Gas Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0031, amending Article 28.16 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Energy Conservation Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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 _____.

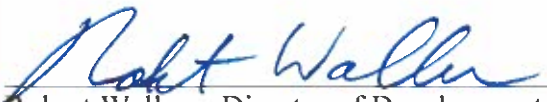
_____

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

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0032, adding Article 28.17 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Existing Building Code.

Item Summary

On March 5, 2024, the City Council approved the first reading of the ordinance.

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 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0033, 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

On March 5, 2024, the City Council approved the first reading of the ordinance.

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:

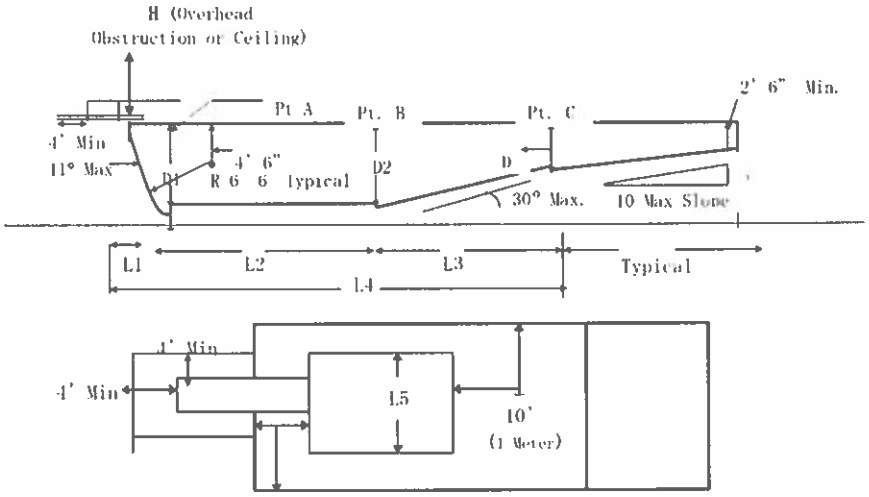
310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 (ANSI/PHTA/ICC 7) or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

(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

AI# 12286
Regular City Council Meeting
03/26/2024:

5. 41.

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2024-O0034, 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

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Lubbock Fire Rescue: Consider Ordinance No. 2024-O0035, 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

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Resolution - Planning: Consider a resolution, pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, releasing the area described as Property I.D. R135889 by the Lubbock County Appraisal District, otherwise known as 5127 Woodrow Road, from the Extra-Territorial Jurisdiction (ETJ) of the City of Lubbock.

Item Summary

On September 1, 2023, Senate Bill 2038 went into effect, allowing property owners to petition the City of Lubbock to release their property from the City's ETJ. In order to be considered, the petition must be signed and notarized by more than 50% of the registered voters of the property described by the petition (as of the date of the preceding uniform election date); or a majority in value of the holders of title of land of the property described by the petition (as indicated on the tax rolls of the Lubbock County Appraisal District).

The petition submitted by Kendrick Oil Co. meets the requirements listed above. Additionally, if the City Council denies or takes no action on the petition, the Texas Local Government Code deems the petition automatically approved 60 days after it is filed and certified with the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Kendrick Oil Co.
Map - Kendrick Oil Co.
Petition - Kendrick Oil Co.

RESOLUTION

WHEREAS, the City of Lubbock received a petition, attached hereto and incorporated herein, for the release of an area from the City of Lubbock's extraterritorial jurisdiction (the "ETJ") in accordance with Sections 42.102 & 42.104 of the Texas Local Government Code (the "Code");

WHEREAS, the City Secretary of the City of Lubbock has verified the petition and notified the petitioner of such in compliance with Sec. 42.105 of the Code; and **NOW, THEREFORE:**

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

THAT pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code the City Council hereby releases the area described as Property I.D. R136990 by the Lubbock County Appraisal District, otherwise known as 5127 Woodrow Road, from the City of Lubbock's ETJ.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

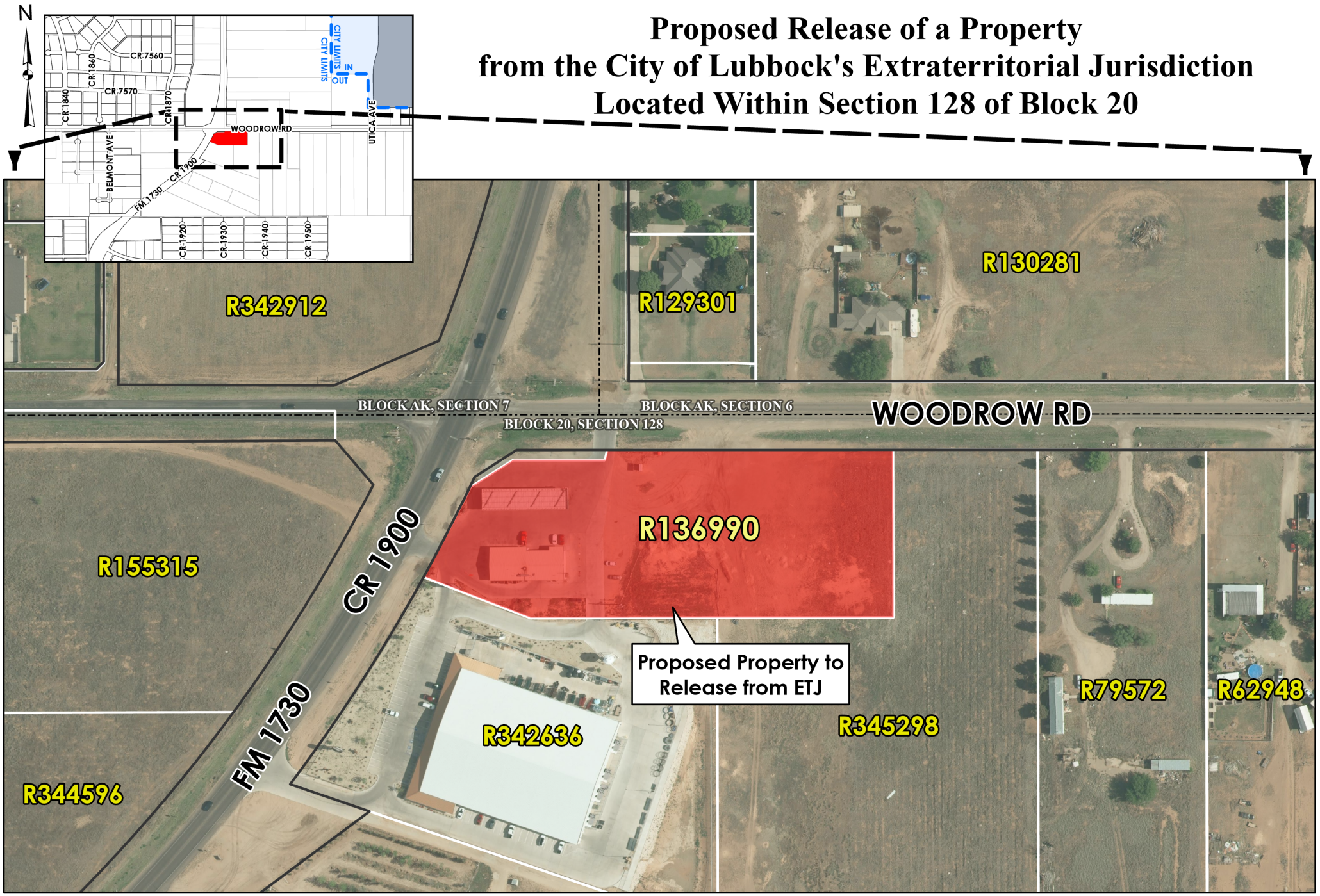
_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. ETJ Release 5127 Woodrow Rd. R136990
2.28.24

Proposed Release of a Property from the City of Lubbock's Extraterritorial Jurisdiction Located Within Section 128 of Block 20



0 250 500 750 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

PETITION FOR AN AREA TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF LUBBOCK

(PETICIÓN PARA LIBERAR UN ÁREA DE JURISDICCIÓN EXTRATERRITORIAL DE LA CIUDAD DE LUBBOCK)

COMPLETE ALL BLANKS. *(LLENE TODOS LOS ESPACIOS EN BLANCO.)*

This statement MUST be read to each person before signing the petition.
(Se DEBE leer esta declaración a cada persona antes de que firme la petición.)

"I know that the purpose of this petition is to entitle Danny Kendrick - Kendrick Oil Co. to have an area released from the ETJ of the City of Lubbock.
("Entiendo que el propósito de esta petición es autorizar a _____ a liberar un área de Jurisdicción Extraterritorial de la Ciudad de Lubbock".)

Date Signed *(Fecha de firma)*	Printed name *(Nombre en letra de molde)*	Owner's name *(Nombre del propietario)*	Residence Address (Including City, Texas, Zip) *(Dirección de residencia - Incluir Ciudad, Texas, Código Postal)*	Property Address *(Dirección de la propiedad)*	County *(Condado)*	Voter VUID Number *(Núm. VUID de votante)*	Date of Birth *(Fecha de nacimiento)*
1-26-24	Danny Kendrick - Kendrick Oil Co.	Danny Kendrick - Kendrick Oil Co.	1615 W 9th Friona, TX 79035	5127 Woodrow Road, Lubbock, TX 79424	Lubbock	1030509470	10/19/1951

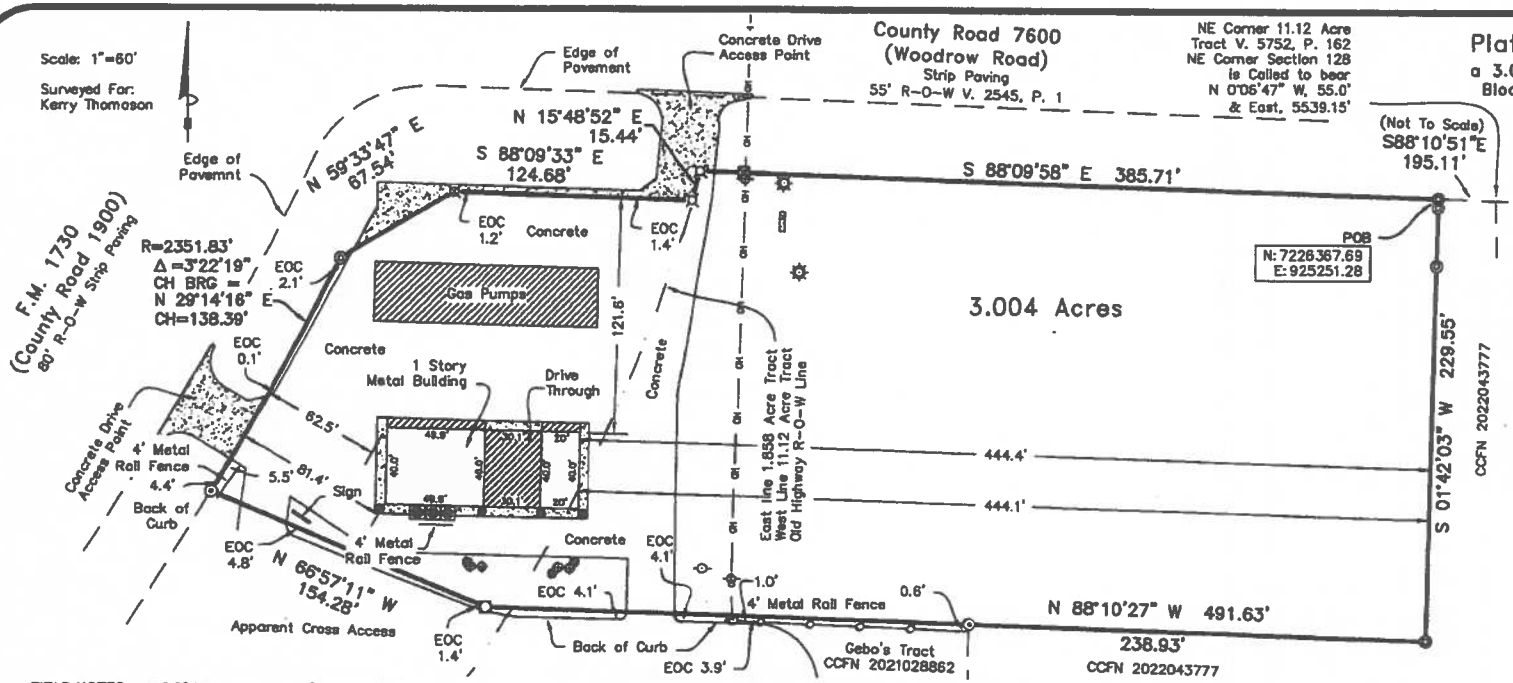
AFFIDAVIT OF CIRCULAR *(DECLARACIÓN JURADA DE LA PERSONA QUE HACE CIRCULAR LA PETICIÓN)*

STATE OF TEXAS *(ESTADO DE TEXAS)* COUNTY OF *(CONDADO DE)* Parmer BEFORE ME *(ANTE MÍ)*, the undersigned *(el abajo firmante)*, on this *(en esta fecha)* 1/26/24 (date) personally appeared *(compareció personalmente)* Danny Kendrick (name of person who circulated petition) *(nombre de la persona que hizo circular la petición)* who being duly sworn, deposes and says *(quien, siendo debidamente juramentado, declara)*: "I called each signer's attention to the above statements and read them to the signer before the signer affixed their signature to the petition. I witnessed the affixing of each signature. The correct date of signing is shown on the petition. I believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is correct." *("Dirigí la atención de cada firmante a las declaraciones antes indicadas y leí las declaraciones a cada firmante antes de que cada uno firmara la petición. Fui testigo de cada firma. La fecha correcta de cada firma se indica en la petición. Creo que cada firma es la firma genuina de cada persona cuyo nombre está firmado y que la información correspondiente a cada firmante es correcta".)*

SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE *(JURAMENTADO Y SUSCRITO ANTE MÍ EN ESTA FECHA)*

GREG LEWELLEN
My Notary ID # 128751180
Expires September 26, 2027
(SEAL/SELLO)

X _____	X _____	X Notary Public
Signature of circulator *(Firma de la persona que hizo circular la petición)*	Signature of officer administrating oath *(Firma del funcionario que administró el juramento)*	Title of officer administrating oath *(Título del funcionario que administró el juramento)*



Plat and Field Notes on a

a 3.004 Acre tract out Section 128, Block 20, Lubbock County, Texas,

16207 F.M. 1730

Surveyor's Report

This Plat is based on a survey made on the ground February 6, 2023.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings and coordinates are based on the Texas North Central Zone Coordinate System. NAD 83.

FIELD NOTES on a 3.004 acre tract out of Section 128, Block 20, Lubbock County, Texas, being part of the 1.858 acre tract described in Volume 6467, Page 7, Real Property Records, Lubbock County, Texas, and part of the 11.12 acre tract described in Volume 5752, Page 162, Real Property Records, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with green cap marked RPLS 4460 (hereinafter referred to as Abacus Cap) having Texas North Central Zone Coordinates of North: 7226367.69, East: 925251.28 (NAD 83 as determined by the HxGN SmartNet Network) for the most Northerly Northwest corner of the 5.977 acre tract described in Lubbock County Clerk File Number (CCFN) 202204377 and the Northeast corner of this tract from which the Northeast corner of the 5.977 acre tract, also the Northeast corner of the 11.12 acre tract bears S 88°10'51" E, 195.11 feet from which the Northeast corner of Section 128 is called to bears N 0°06'47" W, 55.0 feet and East, 5539.15 feet;

THENCE S 01°42'03" W (Texas North Central Zone Bearing Basis), at 4.35 feet pass a found 1/2" iron rod with yellow cap, at 34.33 feet pass a found 1/2" iron rod with yellow cap, in all 229.55 feet to a found Abacus Cap for an ell corner of the 5.977 acre tract and the Southeast corner of this tract;

THENCE N 88°10'27" W, at 238.93 feet pass a found 1/2" iron rod with blue cap(Delta), the Northeast corner of the Gebo's Tract described in CCFN 2021028862, in all 491.63 feet to found 1/2" iron rod for a corner of this tract;

THENCE N 66°57'11" W, along a Northerly line of the Gebo's Tract, a distance of 154.28 feet to a found 1/2" iron rod with blue cap for the Southwest corner of this tract;

Thence Northeasterly with a curve to the left and the East Right-of-Way line of F.M. 1730, having a radius of 2351.83 feet, a chord distance of 138.39 feet, a chord bearing of N 29°14'16" E, and a central angle of 3°22'19" to a found rod with yellow cap for the most Westerly Northwest corner of this tract;

THENCE N 59°33'47" E, with the F.M. 1730 R-O-W line a distance of 67.54 feet to a cut "X" in concrete for a Northwesterly corner of this tract;

THENCE S 88°09'33" E, along the South line of County Road 7600 (Woodrow Road), a strip paved road, 124.68 feet to a found "X" in concrete for a corner of this tract which is also the Northeast corner of the said 1.858 acre tract;

THENCE N 15°48'52" E, 15.44 feet to a found 'X' in concrete for a corner of this tract;

THENCE S 88°09'58" E, along the South line of County Road 7600, a distance of 385.71 feet to the Place of Beginning and containing 3.004 acres.

- Fd. 1/2" Rod With Blue Cap
- Fd. 1/2" Rod With Green Cap
- Fd. Rod With Steel Cap
- Fd. "X" In Concrete
- Cut "X" In Concrete
- Fd. 1/2" Rod With Yellow Cap
- Bollards
- Cleanouts (Septic Area)
- Light Pole
- Power Pole
- OH — Overhead Power Line
- Air Conditioner
- Concrete
- EOC – Edge of Concrete
- CCFN – County Clerk File Number

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

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

February 13, 2023

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\BLOCK 20\SECTION 128\Sonny Bear Store\3 Ac Sec128 Blk20 Sonny Bear Store.dwg, 2/13/2023 9:27:21 AM

DocuSign Envelope ID: 846DBE54-185F-4413-BBAA-9320A94C3965

UNANIMOUS WRITTEN CONSENT
OF SHAREHOLDERS OF KENDRICK OIL CO.,
A TEXAS CORPORATION

The undersigned, being the sole Shareholders of Kendrick Oil Co., a Texas corporation (the "Corporation"), in accordance with its Bylaws, hereby adopt the following written consent.

WHEREAS, the Shareholders signing this consent are all of the Shareholders of the Corporation; and

WHEREAS, the undersigned desire to execute a written consent in lieu of formally holding a Shareholders' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Shareholders' meeting; therefore, be it:

RESOLVED, that it is confirmed that the undersigned are the sole Shareholders of the Corporation;

RESOLVED, that it is confirmed that the sole members of the Board of Directors of the Corporation are Daniel M. Kendrick, Pamela Kendrick, Andrew Kendrick, and Matthew Kendrick.

RESOLVED, that a copy of this Unanimous Written Consent be delivered to the City of Lubbock; and

RESOLVED, that this Unanimous Written Consent shall have the same force and effect as a formal Shareholders' meeting for all purposes. The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the Corporation.

DATED to be effective as of February 12, 2024

DocuSigned by:
Danny kendrick
D65E0D0EBCE146B...
Daniel M. Kendrick, Shareholder

Chapparal Investments, Inc., a Texas Corporation, Shareholder

By: DocuSigned by:
Danny kendrick
D65E0D0EBCE146B...
Daniel M. Kendrick, President

DocuSign Envelope ID: 846DBE54-185F-4413-BBAA-9320A94C3965

UNANIMOUS WRITTEN CONSENT
OF BOARD OF DIRECTORS OF KENDRICK OIL CO.,
A TEXAS CORPORATION

The undersigned, Directors of Kendrick Oil Co., a Texas corporation (the "Corporation"), in accordance with its Bylaws, hereby adopt the following written consent.

WHEREAS, the Directors signing this consent are all of the members of the Board of Directors entitled to vote at the Corporation's Board of Directors' meetings and on the following resolutions; and

WHEREAS, the undersigned desire to execute a written consent in lieu of formally holding a Directors' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Directors' meeting; therefore, be it:

RESOLVED, that Daniel M. Kendrick is authorized and directed to (i) execute and file with the City of Lubbock, Texas (the "City"), a *Petition for an Area to be Release from Extraterritorial Jurisdiction (ETJ) of the City of Lubbock* petitioning the City to release from its extraterritorial jurisdiction the property described in the attached Exhibit "A", and (ii) take any and all actions and execute and accept any all documents and instruments related to such *Petition for an Area to be Release from Extraterritorial Jurisdiction (ETJ) of the City of Lubbock*;

RESOLVED FURTHER, that this corporation ratifies the actions previously taken by Daniel M. Kendrick, in connection with said *Petition for Release from Extraterritorial Jurisdiction* and all other actions taken incidental thereto;

RESOLVED FURTHER, that a copy of this Unanimous Written Consent be delivered to the City of Lubbock; and

RESOLVED FURTHER, that this Unanimous Written Consent shall have the same force and effect as a formal Directors' meeting for all purposes. The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the Corporation.

DATED to be effective as of February 12, 2024

DocuSigned by:
Danny Kendrick
D65E0D0EBCE146B...
Daniel M. Kendrick, Director

DocuSigned by:
Pamela J. Kendrick
4C948665A5AB425...
Pamela J. Kendrick, Director

DocuSigned by:
321A1E82695D42F...
Andrew Kendrick, Director

DocuSigned by:
D2FDFC1DCD34492...
Matthew Kendrick, Director

DocuSign Envelope ID: 846DBE54-185F-4413-BBAA-9320A94C3965

EXHIBIT A
(TO RESOLUTION ADOPTED BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS)

FIELD NOTES on a 3.004 acre tract, more or less, out of Section 128, Block 20, Lubbock County, Texas, being part of the 1.858 acre tract described in Volume 5752, Page 162, Real Property Records, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with green cap marked RPLS 4460 (hereinafter referred to as Abacus Cap), having Texas North Central Zone Coordinates of North: 7226367.69, East: 925251.28 (NAD 83 as determined by the HxGN Smartnet Network) for the most Northerly Northwest corner of the 5.977 acre tract described in Lubbock County Clerk File Number (CCFN) 202204377 and the Northeast corner of this tract from which the Northeast corner of the 5.997 acre tract, also the Northeast corner of the 11.12 acre tract bears S 88°10'51" E, 195.11 feet from which the Northeast corner of Section 128 is called to bear N 0°06'47" W, 55.0 feet and East, 5539.15 feet;

THENCE S 01°42'03" W (Texas North Central Zone Bearing Basis), at 4.35 feet pass a found 1/2" iron rod with yellow cap, at 34.33 feet pass a found 1/2" iron rod with yellow cap, in all 229.55 feet to a found Abacus Cap for an ell corner of the 5.977 acre tract and the Southeast corner of this tract;

THENCE N 88°10'27" W, at 238.93 feet pass a found 1/2" iron rod with blue cap (Delta), the Northeast corner of the Gebo's Tract described in CCFN 2021028862, in all 491.63 feet to found 1/2" iron rod for a corner of this tract;

THENCE N 66°57'11" W, along a Northerly line of the Gebo's Tract, a distance of 154.28 feet to a found 1/2" iron rod with blue cap for the Southwest corner of this tract;

THENCE Northeasterly with a curve to the left and the East Right-of-Way line of F. M. 1730, having a radius of 2351.83 feet, a chord distance of 138.39 feet, a chord bearing of N 29°14'16" E, and a central angle of 3°22'19" to a found rod with yellow cap for the most Westerly Northwest corner of this tract;

THENCE N 59°33'47" E, with the F.M. 1730 R-O-W line a distance of 67.54 feet to a cut "X" in concrete for a Northwesterly corner of this tract;

THENCE S 88°09'33" E, along the South line of County Road 7600 (Woodrow road), a strip paved road, 124.68 feet to a found "X" in concrete for a corner of this tract which is also the Northeast corner of the said 1.858 acre tract;

THENCE N 15°48'52" E, 15.44 feet to a found 'X' in concrete for a corner of this tract;

THENCE S 88°09'58" E, along the South line of County road 7600, a distance of 385.71 feet to the Place of Beginning and containing 3.004 acres, more or less.

Information

Agenda Item

Resolution - Code Enforcement: Consider a resolution authorizing the Mayor to execute Contract 17769, with Matthews Backhoe, Inc., for the demolition of the Coronado Apartments located at 1714 East Broadway.

Item Summary

A Request for Proposal (RFP) was issued for demolition of property at 1714 East Broadway. The current structure at that location is unsafe. It has become a hazard and is dangerous, due to the possibility of it collapsing. Orders for Demolition have been issued by the City of Lubbock Municipal Court.

In response to RFP 24-17769-YB, the following proposals were received.

Contractor	Amount
Matthews Backhoe, Inc.	$78,000
JAJ Concrete Solutions	$148,000

The proposals were evaluated and ranked based on the following criteria: Price - 60 Points, Contractor Qualifications - 30 Points, and Construction -10 Points, for a total of 100 Points.

Contractor	Points
Matthews Backhoe, Inc., Lubbock, Texas	98.83
JAJ Concrete Solutions, Plainview, Texas	43.64

Staff recommends award of the contract to the highest ranked proposer, Matthews Backhoe, Inc. of Lubbock, Texas, for $78,000.

Fiscal Impact

Funding for Contract 17769, for $78,000, is allocated in the Code Enforcement Operating Budget - Special Projects - Demolition.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Stuart Walker, Director of Code Enforcement

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. 17769 for 1714 E. Broadway Demolition, by and between the City of Lubbock and Matthews Backhoe, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Matthews Backhoe 17769

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: 1/16/24

PROJECT NUMBER: **RFP 24-17769-YB 1714 E. Broadway Demo**

Proposal of Matthews Backhoe, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 30 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 35 **(to Final Completion)**

(not to exceed 90 consecutive calendar days to Substantial Completion / 95 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 Consecutive Calendar Days** with **final completion** within **95 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$25.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

City of Lubbock
Publice Works
RFP 24-17769-YB
1714 E. Broadway Demo

Matthews Backhoe, Inc., Lubbock, TX

	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
#1-1		1	EA	$78,000.00	$78,000.00
	Demolition of a secondary structures on a lot located at 1714 E. Broadway Ave., Lubbock, Texas. Base bid consists of the materials and labor for the demolition for the above referenced project, as specified herein.				

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for N/A **Dollars ($** N/A **) or a Proposal Bond in the sum of** seventeight thousand and no/100 **Dollars ($** 78,000.00 **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

(Seal, if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1/4/24
Addenda No. 2 Date 1/9/24
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 1/16/24

Authorized Signature

Patrick Fulcher
(Printed or Typed Name)

Matthews Backhoe Inc.
Company

P.O. Box 3187
Address

Lubbock, Lubbock
City, County

Texas, 79452
State Zip Code

Telephone: 806-863-2509

Fax: _____ - _____

Email: _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2630733

M/WBE Firm:

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

Contractor Acknowledgement

In compliance with this solicitation, the undersigned, having examined the solicitation documents, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met has reviewed the above information regarding:

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

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

By signing below, the terms stated have been reviewed and approved.

Company Name: Matthews Backhoe, Inc.

Signed By: [signature]

Print Name and Title: Patrick Fulcher, President

Date: 1/16/24

Purchasing and Contract Management

Project Summary

RFP 24-17769-YB
1714 E. Broadway Demo

Notice was published in the Lubbock Avalanche Journal on December 24 & December 31, 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 December 21 to January 16, 2024.
4 individuals attended the pre-proposal meeting.
52 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
2 vendors submitted proposals.

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17844, with PondMedics, Inc., for Cattail Removal and Control throughout the Jim Bertram Canyon Lakes System.

Item Summary

In May 2022, the City Council approved American Rescue Plan Act (ARPA) funding for the Parks and Recreation Department, with $1,900,000 dedicated to cattail removal/dredging. The Parks and Recreation Department held multiple meetings with City Management and staff from other departments, including Engineering and Water, to determine the best course of action. Through collaboration, staff determined that establishing a baseline cattail management plan would be an essential first step in beginning the cattail mitigation and dredging process.

Cattail growth has taken over a significant portion of the Jim Bertram Canyon Lakes System and has become a detriment to the experience of users of the City lakes and parks. Spreading across 28 acres, cattail species extend across 11 public areas: Lake 1, Lake 2, Creek 1, Lake 3, Creek 2, Creek 4, Lake 4, Creek 5, Creek 6, Lake 5 and Lake 6.

The Parks and Recreation Department issued a Request for Proposals (RFP) to complete this project.

In response to RFP 24-17844-TF, a sole response was received from PondMedics, Inc., of Gunter, Texas, for $719,180.61.

The Parks and Recreation Department Staff recommend award of Professional Services Agreement 17844 to the sole proposer, PondMedics, Inc., for $719,180.61, for Cattail Removal and Control.

Fiscal Impact

The contract totaling $719,180.61 is funded in Capital Improvement Project 92764, ARPA - Cattail Removal/Dredging.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
Budget Detail
CIP Detail

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. 17844 for Cattail Treatment of the Jim Bertram Canyon Lakes System, as per RFP 24-17844-TF, by and between the City of Lubbock and PondMedics, LLC, of Prosper, 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

ccdocsII/RES.ServiceContract 17844 PondMedics, LLC
3.7.24

Contract 17844

City of Lubbock
Cattail Treatment of the Jim Bertram Canyon Lakes System
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____, **2024** ("Effective Date") by and between PondMedics, LLC (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-17844-TF Cattail Treatment of the Jim Bertram Canyon Lakes System and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Cattail Treatment of the Jim Bertram Canyon Lakes System, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Price Proposal Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

1.1 The contract shall be for a term of eighteen (18) months, with the option of one (1), six (6) month extension, 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. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 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.

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

Article 2 Miscellaneous.

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

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

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

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

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

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

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

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

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times,

reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

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

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

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

2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company

with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

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

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Colby VanGundy, Director of Parks and Recreation For CV

APPROVED AS TO FORM

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Jarrod Conner - Chief Operating Officer
Print Name

PO Box 97
Address

Gunter, TX 75058
City, State, Zip Code

EXHIBIT A

City of Lubbock, TX
RFP 24-17844-TF
Cattail Treatment of the Jim Bertram Canyon Lakes System

GENERAL REQUIREMENTS

1. *Background*

   Cattail growth has taken over a significant portion of the Jim Bertram Canyon Lake System and has become a detriment to the experience of users of the City lakes and parks. Spreading for 28 acres of park land, cattail species extend across 11 public areas – Lake 1, Lake 2, Creek 1, Lake 3, Creek 2, Creek 4, Lake 4, Creek 5, Creek 6, Lake 5 and Lake 6. The American Rescue Plan Act provided funds allocated by the city for removal and treatment of the above cattail zones.

   Scope of Work

2. Following the treatment plan below for each section of the lake, contractor will adhere to all specifications including equipment usage, chemical application and anticipated percentage of control. Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement. Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license. Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages for the aerial/drone application activities.

3. Table 1.1 below details the estimated areas to be treated in sq. ft. and acres of each section.

Parkland Section	Sum of Area to be Treated (sq. ft.)	Sum of Area to be Treated (Acres)
Lake 1	13,437	0.31
Lake 2	35,518	0.82
Creek 1	249,789	5.73
Lake 3	37,154	0.85
Creek 2	3,020	0.07
Creek 5	81,273	1.87
Creek 6	10,531	0.24
Lake 5	70,020	1.61
Lake 6 – Sec 1	110,430	2.54
Lake 6 – Sec 2	48,782	1.12
Estimated Total:	**659,954**	**15.16**

Please see the document attached and titled "Cattail Treatment Plan Canyon Lakes System Lubbock Parks and Recreation" for additional information.

Jim Bertram Canyon Lake System – Cattail Treatment Plan

Table 1.2 below details each lake with time of year, anticipated percentage of control, equipment to be used, and treatment solution requirements. Please note that the anticipated percentage of control will be measured via aerial drone surveying by an outside consultant hired by the City. The surveys will be done prior to any treatment taking place and after treatment is completed (approx. 60 days post application) in order to quantify results. Payment for each application is subject to meeting the percentage of control threshold established for each section of the lake per cycle.

Lake Reference	Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimun Rates	Mixing Precautions	Biocatalyst Info
Lake 1	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Spring 2024	60	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Spring 2024	60	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Summer 2024	60	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Summer 2024	80	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Summer 2024	60	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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Lake 5	Summer 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Summer 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Fall 2024	85	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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Lake 1	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Spring 2025	90	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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Lake 6	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Summer 2025	92	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Summer 2025	92	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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Lake 6	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Fall 2025	95	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Fall 2025	95	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Fall 2025	95	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Fall 2025	95	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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Cattail Treatment Plan
Canyon Lakes System

Lubbock Parks and Recreation

dredgeSMART™
the dredging equation, solved.

INDEX OF DRAWINGS

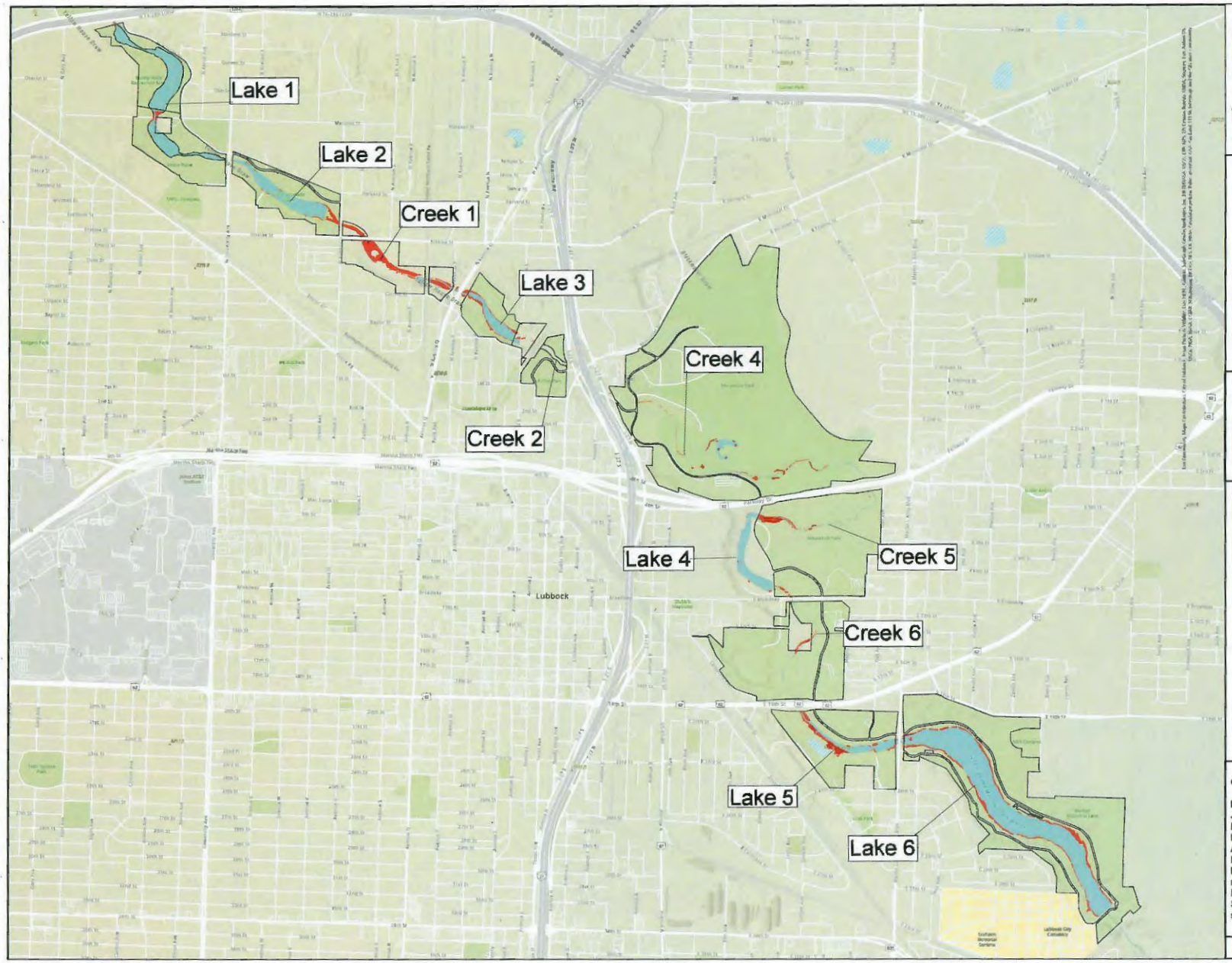
SHEET NO.	DESCRIPTION
1	PARKS OVERVIEW
2	LAKE 1
3	LAKE 2
4	CREEK 1
5	LAKE 3
6	CREEK 2
7	CREEK 4 SHEET 1
8	CREEK 4 SHEET 2
9	CREEK 5
10	LAKE 4
11	CREEK 6
12	LAKE 5
13	LAKE 6 SHEET 1
14	LAKE 6 SHEET 2
15	TREATMENT SCHEDULE

City of Lubbock Project Manager

Kalee Robinson, CPRP
Parks Development Supervisor
1314 Avenue K, Lubbock, TX 79401
806-775-2672

CATTAIL MANAGEMENT CONSULTANT

dredgeSMART
P.O. Box 97
Gunter, TX 75058
TBPE Firm Registration Number F-8072
Project Manager, Jeff Biggs
Project Engineer, Emily Lewis, P.E.
Senior Consultant, Trent Lewis, FPC.
Director of Pond and Lake Management, Weston Jordon



0 330 660 1,320 1,980 US Feet

Legend

Cattails

Parks

Observed cattails in Canyon Lakes System approximately 28.03 Acres

General Notes:

Drone imagery taken on July 18th 19th 2023 with DJI Mavic 3.
Drone Imagery taken on August 8th, 9th 2023 with DJI Mavic 2
Imagery for Lakes 1 and 2 retrieved from Texas Natural Resource Information System due to restricted air space.

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P.O. Box 97
Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

Canyon Lake System Cattail Overview

Drawn By: Jeff B.

Scale: 1" = 1000'

Sheet No. 1 of 15

0 30 60 120 180 240 Feet

Legend
- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Lake 1, Conquistador Lake total to 31,355 Sq. Ft.

Area of cattails recommended for treatment 13,437 Sq Ft.

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Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

Lake 1
Conquistador Lake

Drawn By: Jeff B.

Scale: 1" = 130'

General Notes:

Lake 1, Imagery acquired from Texas Natural Recourses Information System cattails observed by terrestrial verification

Sheet No. 2 of 15

LAKE 1 - 0.31 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Spring 2024	60%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2024	80%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages

0 20 40 80 120 160 Feet

Legend
- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Lake 2, Llano Estacado total to 53,467 Sq. Ft.

Area's of cattails recommended for treatment 35,518 Sq Ft.

dredgeSMART the dredging equation, solved.
P.O. Box 97
Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

Lake 2
Llano Estacado Lake

Drawn By: Jeff B.

Scale: 1" = 100'

LAKE 2 - 0.82 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Spring 2024	60%	UTV and Waterborne/Amphibious Vehicle or by hand pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2024	80%	UTV and Waterborne/Amphibious Vehicle or by hand pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV and Waterborne/Amphibious Vehicle or by hand pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle or by hand pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
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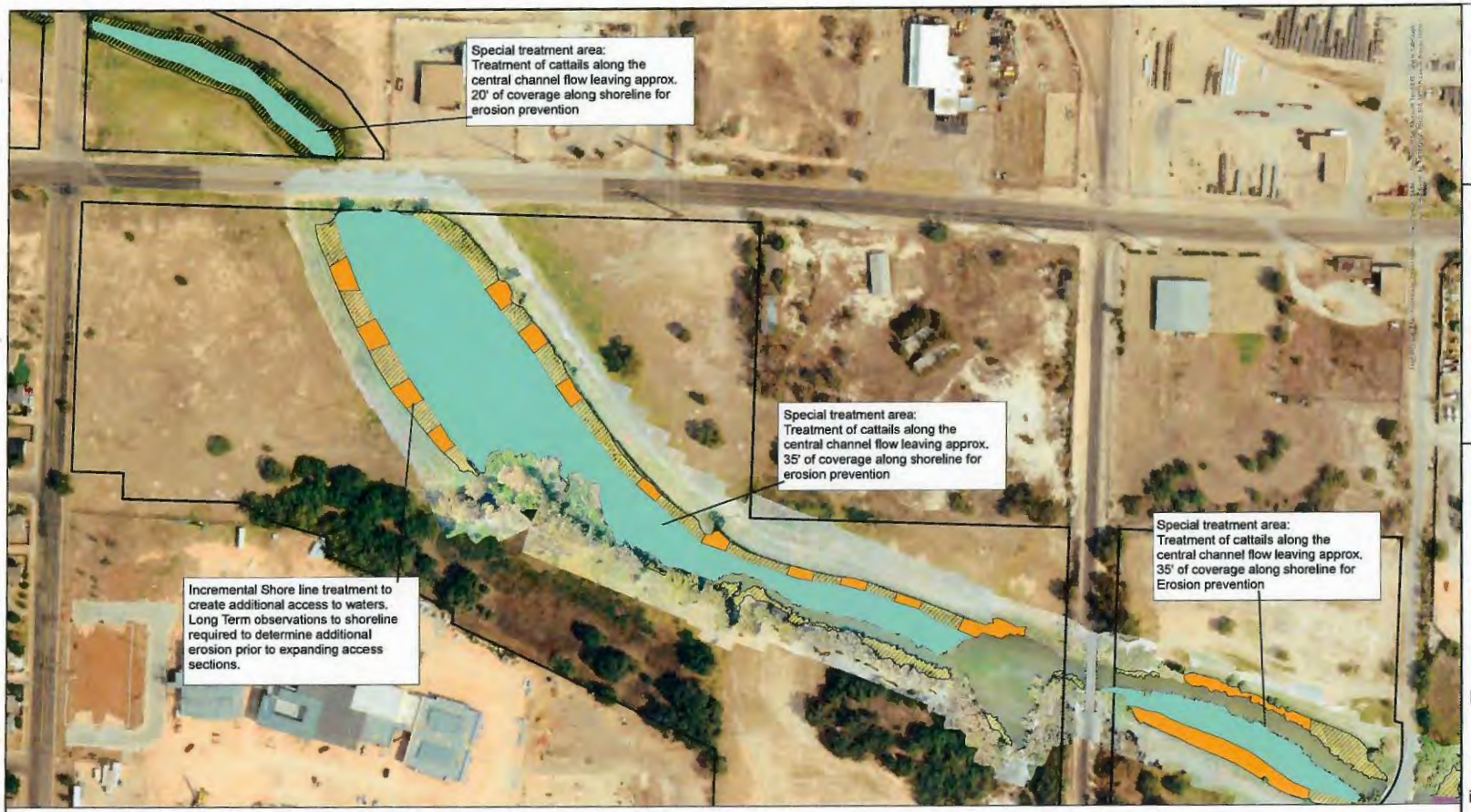
*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages for the aerial/drone application activities.

General Notes:

Lake 2 Imagery acquired from Texas Natural Recourses Information System
cattails observed by Terrestrial verification



0 20 40 80 120 160 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area
- Incremental Shoreline Treatment

Observed cattails in Creek 1 total to 301,638 Sq. Ft.

Area of cattails recommended for treatment 213,674 Sq Ft.

Additional Incremental Shore line treatment of cattails at approximately 50' sections to increase access to waters 36,115 Sq. Ft.

dredgeSMART
the dredging equation, solved.
P.O. Box 97
Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

Creek 1

Drawn By: Jeff B.

Scale: 1" = 100'

Sheet No. 4 of 15

CREEK 1 - 5.73 ACRES TREATMENT AREA

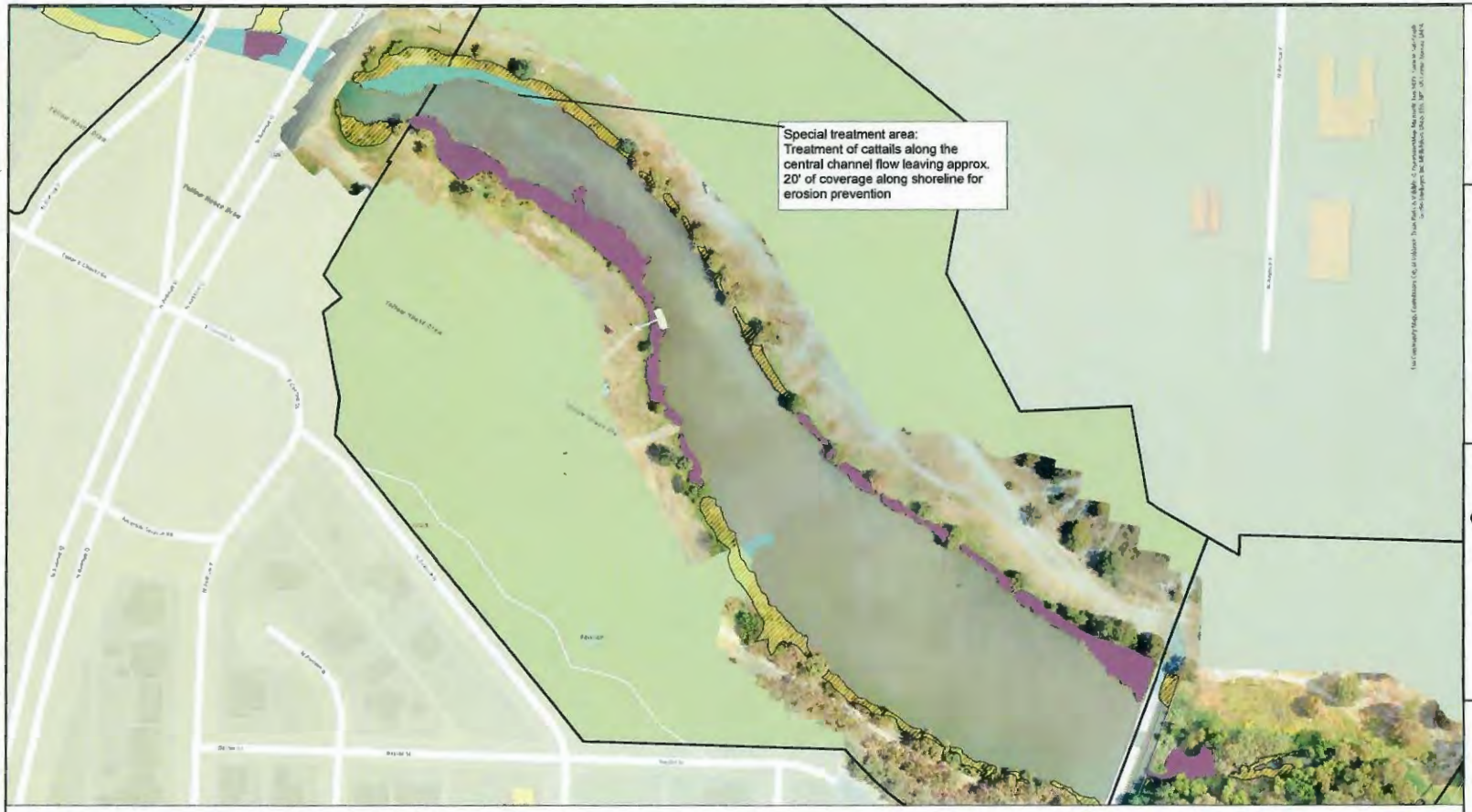
- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages for the aerial/drone application activities.

General Notes:

Creek 1
Drone imagery taken on August 9th 2023 with DJI Mavic 2.



0 1530 60 90 120 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Lake 3 Comencheria Lake total to 63,384 Sq. Ft.

Area of cattails recommended for treatment 37,154 Sq Ft.

General Notes:

Long Lake Creek Channel Drone imagery taken on August 9th 2023 with DJI Mavic 2

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dredgeSMART
the dredging equation, solved.
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City Of Lubbock
Parks and Recreation

Lake 3
Comencheria Lake

Drawn By: Jeff B.

Scale: 1" = 80'

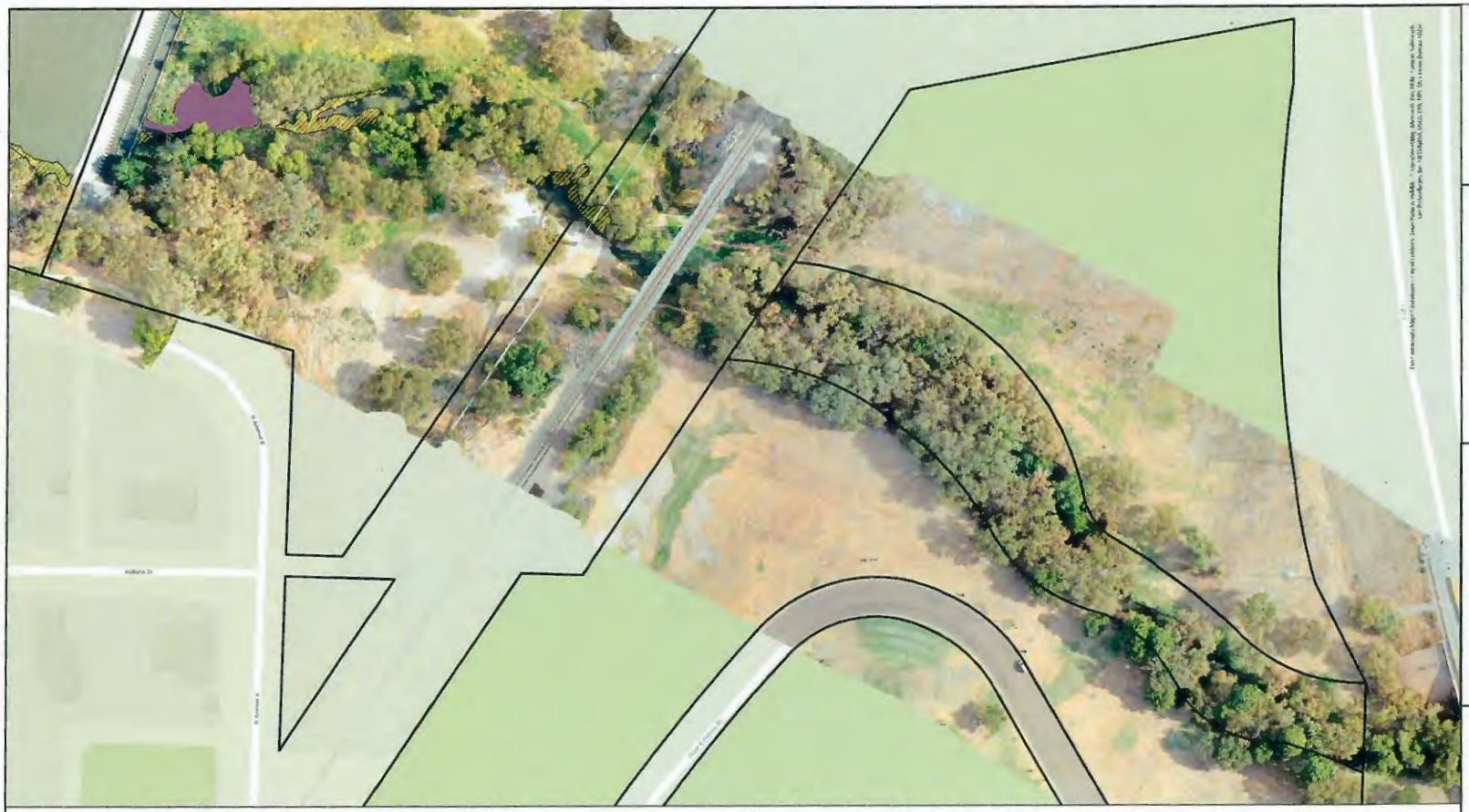
Sheet No. 5 of 15

LAKE 3 - 0.85 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Spring 2024	60%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2024	80%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages



CEEK 2 - 0.07 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Spring 2024	60%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2024	80%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
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0 10 20 40 60 80 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Creek 2 total to 6,779 Sq. Ft.

Area of cattails recommended for treatment 3,020 Sq Ft.

General Notes:

Creek 2
Drone imagery taken on August 9th 2023 with DJI Mavic 2.

dredgeSMART
the dredging equation, solved.
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City Of Lubbock
Parks and Recreation

Creek 2

Drawn By: Jeff B.

Scale: 1" = 50'

0 20 40 80 120 160 Feet

Legend

Cattails
Parks
Match Line

Observed cattails in Creek 4 Sheet 1 total to 10,686 Sq. Ft.

No treatments recommended

General Notes:

Creek 4 Sheet 1
Drone imagery taken on August 8th 2023 with DJI Mavic 2.

dredgeSMART
the dredging equation, solved.
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City Of Lubbock
Parks and Recreation

Creek 4
Sheet 1

Drawn By: Jeff B.

Scale: 1" = 100'

Sheet No. 7 of 15

CREEK 4 SHEET 1 - NO RECOMMENDED TREATMENT AREAS

0 20 40 80 120 160 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Creek 5 total to 78,467 Sq. Ft.

Area of cattails recommended for treatment 45,158 Sq Ft.

dredgeSMART
this dredging equation, solved.
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City Of Lubbock
Parks and Recreation

Creek 5

Drawn By: Jeff B.

Scale: 1" = 100'

Sheet No. 9 of 15

CREEK 5 - 1.04 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	Aerial Drone	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	80%	Aerial Drone	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	Aerial Drone	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	Aerial Drone	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	Aerial Drone	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
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General Notes:

Long Lake Creek Channel Drone imagery taken on August 8th 2023 with DJI Mavic 2.

0 20 40 80 120 160 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area
- Incremental Shoreline Treatment

Observed cattails in Creek 5 total to 78,467 Sq. Ft.

Area of cattails recommended for treatment 45,158 Sq Ft.

Additional Incremental Shore line treatment of cattails at approximately 50' sections to increase access to waters 36,115 Sq. Ft.

dredgeSMART
dfw dredging equation, solved.
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City Of Lubbock
Parks and Recreation

Creek 5

Drawn By: Jeff B.

Scale: 1" = 100'

CREEK 5 - 1.87 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	80%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

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General Notes:

Long Lake Creek Channel Drone imagery taken on August 8th 2023 with DJI Mavic 2.

LAKE 4 - NO RECOMMENDED TREATMENT AREAS

0 15 30 60 90 120 Feet

Legend

- Cattails
- Parks
- Shoreline Application
- Special Application Area

Observed cattails in Lake 4
4,282 Sq. Ft.

No treatments recommended at this time

General Notes:

Lake 4 Drone imagery taken on August 8th 2023 with DJI Mavic 2.

dredgeSMART
the dredging equation, solved.
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972.334.0104

City Of Lubbock
Parks and Recreation

Lake 4
Mackenzie Lake

Drawn By: Jeff B.

Scale: 1" = 68'

CREEK 6 - 0.24 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Spring 2024	60%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2024	80%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
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Observed cattails in creek system total to 31,818 Sq. Ft.

Area of cattails recommended for treatment 10,531 Sq Ft.

General Notes:

Creek 6 Drone imagery taken on July 19th 2023 with DJI Mavic 3.

Portions of Long Lake Creek channel not observed due to heavy canopy cover.

dredgeSMART
the dredging equation, solved.
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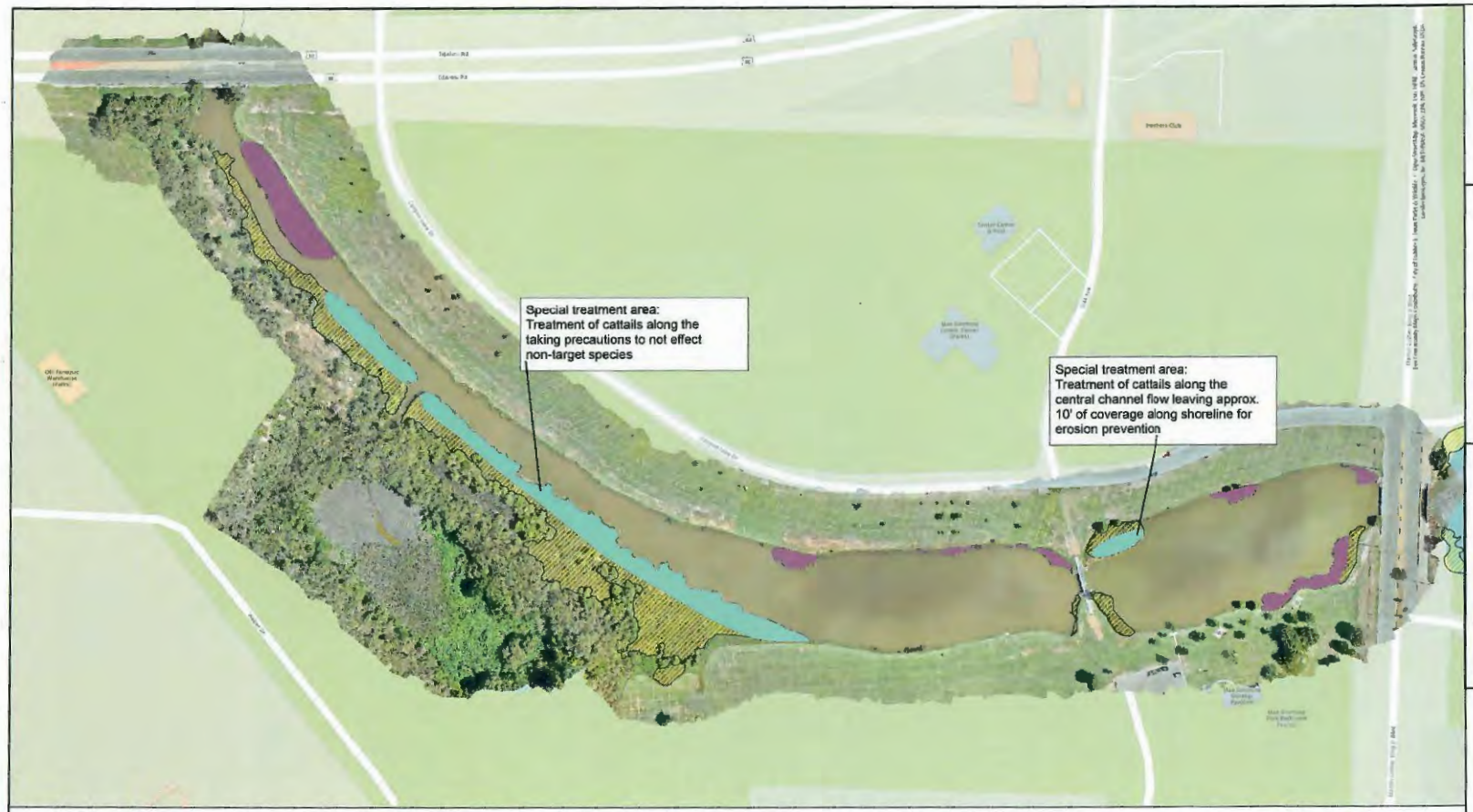
City Of Lubbock
Parks and Recreation

Creek 6
Long Lake Park

Drawn By: Jeff B.

Scale: 1" = 68'



0 2040 80 120 160 Feet

Legend

- Cattails
- Match Line
- Shoreline Application
- Special Application Area

Observed cattails in Mae Simmons Park total to 133,432 Sq. Ft.

Area of cattails recommended for treatment 70,020 Sq Ft.

dredgeSMART
this dredging equation, solved.
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972.334.0104

City Of Lubbock
Parks and Recreation

Lake 5
Mae Simmons Park

Drawn By: Jeff B.

Scale: 1" = 100'

Sheet No. 12 of 15

LAKE 5 - 1.61 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazemox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	80%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

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General Notes:

Lake 5 Drone imagery taken on July 19th 2023 with DJI Mavic 3.

0 25 50 100 150 200 Feet

Legend

- Cattails
- Parks
- Match Line
- Shoreline Application
- Special Application Area

Observed cattails in Section one of Dunbar Lake total to 195, 330 Sq. Ft.

Area of cattails recommended for treatment 110,430 Sq Ft.

dredgeSMART
this dredging equation, solved.
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972.334.0104

City Of Lubbock
Parks and Recreation

Lake 6 Sheet 1
Dunbar Lake North

Drawn By: Jeff B.

Scale: 1" = 120'

Sheet No. 13 of 15

LAKE 6 SHEET 1 - 2.54 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leaving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to tha TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages for the aerial/drone application activities.

General Notes:

Lake 6
Drone imagery taken on July 18th and 19th 2023 with DJI Mavic 3.

0 30 60 120 180 240 Feet

Legend
- Cattails
- Parks
- Match Line
- Shoreline Application
- Special Application Area

Observed cattails in Section two Dunbar Lake total to 154,710 Sq. Ft.

Area of cattails recommended for treatment 48,782 Sq Ft.

dredgeSMART
the dredging equation, solved.
P.O. Box 97
Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

Lake 6 Sheet 2
Dunbar Lake South

Drawn By: Jeff B.

Scale: 1" = 140'

Sheet No. 14 of 15

LAKE 6 SHEET 2 - 1.12 ACRES TREATMENT AREA

- Treatment by a UTV spray from the outer shoreline, spraying into the cattails.
- "Special treatment area" done by a vessel or amphibious equipment, sprayed from the inside into the cattails.
- The special treatment area is treated in this way to reduce the restricting areas of flow, allowing the system to move more water quicker downstream.
- This will be leeving cattails on the shoreline on the cut-banks as shoreline stabilization.

Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimum Rates	Mixing Precautions	Biocatalyst Info
Summer 2024	60%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2024	85%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Spring 2025	90%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Summer 2025	92%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Fall 2025	95%	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

*Treatments to be performed by a Texas Department of Agriculture (TDA) Commercial Pesticide Applicator with an Aquatic Applicators endorsement.
*Whereby aerial/drone treatments are to be made, it is required that, in addition to the TDA Applicator's License, the company/contractor hold a Part 107 (and possibly a Part 135) FAA Airman's license.
*Insurance requirements of the Licensed Contractor should include, but not be limited to, Longshoreman's and Harbor Workers endorsements that include an environmental pollution prevention provision. Policies should include coverage for waterborne activities such as the ones described in the scope of work located herein. Additionally, where aerial/drone applications are performed, the company/contractor must provide proof of coverages for the aerial/drone application activities.

General Notes:

Lake 6
Drone imagery taken on July 18th and 19th 2023 with DJI Mavic 3.

Lake Reference	Time of Year	Anticipated % Control	Equipment	Active Ingredient	Minimun Rates	Mixing Precautions	Biocatalyst Info
Lake 1	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Spring 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Spring 2024	60	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Spring 2024	60	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Summer 2024	60	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Summer 2024	80	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Summer 2024	80	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Summer 2024	60	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Summer 2024	80	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Summer 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Summer 2024	60	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Fall 2024	85	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Fall 2024	90	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Fall 2024	80	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Fall 2024	85	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Fall 2024	80	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Fall 2024	85	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Spring 2025	90	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Spring 2025	90	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Spring 2025	90	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Spring 2025	90	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Spring 2025	90	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Summer 2025	92	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Summer 2025	92	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Summer 2025	92	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Summer 2025	92	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Summer 2025	92	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 1	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 2	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle or by hand with pressurized pump	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 1	Fall 2025	95	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 3	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 2	Fall 2025	95	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 5	Fall 2025	95	Aerial Drone and UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Creek 6	Fall 2025	95	UTV	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 5	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre
Lake 6	Fall 2025	95	UTV and Waterborne/Amphibious Vehicle	Diquate, Glyphosate, Tryclopyr, Imazapyr, Imazamox	1g, 6p, 6p, 6p, 6p/Acre	Follow Product label	Herbicide Catalyst - min. 1g/acre

Table 1.2

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P.O. Box 97
Gunter, TX 75078
972.334.0104

City Of Lubbock
Parks and Recreation

CANYON LAKES SYSTEM
TREATMENT SCHEDULE

Drawn By: Jeff B.

EXHIBIT B

City of Lubbock
RFP 24-17844-TF
Cattail Treatment of the Jim Bertram Canyon Lakes System
Price Proposal Sheet

				Location Total	PondMedics, LLC Prosper, TX $719,180.61	
#	Item	Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1	Spring 2024 Treatment as per Table 1.2					
#1-1	Lake 1	0.31 acres of treatment area as per specified with 60% control.	1	Cycle	$17,595	$17,595.13
#1-2	Lake 2	0.82 acres of treatment area as per specified with 60% control.	1	Cycle	$18,807	$18,806.55
#1-3	Lake 3	0.85 acres of treatment area as per specified with 60% control.	1	Cycle	$19,011	$19,010.80
#1-4	Creek 2	0.07 acres of treatment area as per specified with 60% control.	1	Cycle	$17,406	$17,405.64
#1-5	Creek 6	0.31 acres of treatment area as per specified with 60% control.	1	Cycle	$17,542	$17,541.56
2	Summer 2024 Treatment as per Table 1.2					
#2-1	Lake 1	0.31 acres of treatment area as per specified with 80% control.	1	Cycle	$10,077	$10,076.82
#2-2	Lake 2	0.82 acres of treatment area as per specified with 80% control.	1	Cycle	$11,288	$11,288.24
#2-3	Creek 1	5.73 acres of treatment area as per specified with 60% control	1	Cycle	$24,091	$24,091.13
#2-4	Lake 3	0.85 acres of treatment area as per specified with 80% control.	1	Cycle	$11,492	$11,492.49
#2-5	Creek 2	0.07 acres of treatment area as per specified with 80% control	1	Cycle	$9,887	$9,887.33
#2-6	Creek 5	1.04 acres of treatment area as per specified with 60% control.	1	Cycle	$17,526	$17,525.96
#2-7	Creek 6	0.31 acres of treatment area as per specified with 60% control.	1	Cycle	$10,023	$10,023.25
#2-8	Lake 5	1.61 acres of treatement area as per specified with 60% control.	1	Cycle	$12,961	$12,960.92
#2-9	Lake 6	2.54 acres of treatment area as per specified with 60% control.	1	Cycle	$18,050	$18,050.38
3	Fall 2024 Treatment as per Table 1.2					
#3-1	Lake 1	0.31 acres of treatment area as per specified with 85% control.	1	Cycle	$10,077	$10,076.82
#3-2	Lake 2	0.82 acres of treatment area as per specified with 85% control.	1	Cycle	$11,288	$11,288.24
#3-3	Creek 1	5.73 acres of treatment area as per specified with 85% control	1	Cycle	$24,321	$24,320.92
#3-4	Lake 3	0.85 acres of treatment area as per specified with 85% control.	1	Cycle	$11,492	$11,492.49

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Cattail Treatment of the Jim Bertram Canyon Lakes System
Price Proposal Sheet

#3-5	Creek 2	0.07 acres of treatment area as per specified with 90% control	1	Cycle	$9,887	$9,887.33
#3-6	Creek 5	1.04 acres of treatment area as per specified with 80% control.	1	Cycle	$17,756	$17,755.75
#3-7	Creek 6	0.31 acres of treatment area as per specified with 85% control.	1	Cycle	$10,023	$10,023.25
#3-8	Lake 5	1.61 acres of treatement area as per specified with 80% control.	1	Cycle	$12,961	$12,960.92
#3-9	Lake 6	2.54 acres of treatment area as per specified with 85% control.	1	Cycle	$18,050	$18,050.38
4	Spring 2025 Treatment as per Table 1.24					
#4-1	Lake 1	0.31 acres of treatment area as per specified with 90% control.	1	Cycle	$10,077	$10,076.82
#4-2	Lake 2	0.82 acres of treatment area as per specified with 90% control.	1	Cycle	$11,288	$11,288.24
#4-3	Creek 1	5.73 acres of treatment area as per specified with 90% control	1	Cycle	$24,321	$24,320.92
#4-4	Lake 3	0.85 acres of treatment area as per specified with 90% control.	1	Cycle	$11,492	$11,492.49
#4-5	Creek 2	0.07 acres of treatment area as per specified with 90% control	1	Cycle	$9,887	$9,887.33
#4-6	Creek 5	1.04 acres of treatment area as per specified with 90% control.	1	Cycle	$17,756	$17,755.75
#4-7	Creek 6	0.31 acres of treatment area as per specified with 90% control.	1	Cycle	$10,023	$10,023.25
#4-8	Lake 5	1.61 acres of treatement area as per specified with 90% control.	1	Cycle	$12,961	$12,960.92
#4-9	Lake 6	2.54 acres of treatment area as per specified with 90% control.	1	Cycle	$18,050	$18,050.38
5	Summer 2025 Treatment as per Table 1.2					
#5-1	Lake 1	0.31 acres of treatment area as per specified with 92% control.	1	Cycle	$10,077	$10,076.82
#5-2	Lake 2	0.82 acres of treatment area as per specified with 92% control.	1	Cycle	$11,288	$11,288.24
#5-3	Creek 1	5.73 acres of treatment area as per specified with 92% control	1	Cycle	$24,321	$24,320.92
#5-4	Lake 3	0.85 acres of treatment area as per specified with 92% control.	1	Cycle	$11,492	$11,492.49
#5-5	Creek 2	0.07 acres of treatment area as per specified with 92% control	1	Cycle	$9,887	$9,887.33
#5-6	Creek 5	1.04 acres of treatment area as per specified with 92% control.	1	Cycle	$17,756	$17,755.75
#5-7	Creek 6	0.31 acres of treatment area as per specified with 92% control.	1	Cycle	$10,023	$10,023.25
#5-8	Lake 5	1.61 acres of treatement area as per specified with 92% control.	1	Cycle	$12,961	$12,960.92
#5-9	Lake 6	2.54 acres of treatment area as per specified with 92% control.	1	Cycle	$18,050	$18,050.38

City of Lubbock
RFP 24-17844-TF
Cattail Treatment of the Jim Bertram Canyon Lakes System
Price Proposal Sheet

6	Fall 2025 Treatment as per Table 1.2					
#6-1	Lake 1	0.31 acres of treatment area as per specified with 95% control.	1	Cycle	$10,077	$10,076.82
#6-2	Lake 2	0.82 acres of treatment area as per specified with 95% control.	1	Cycle	$11,288	$11,288.24
#6-3	Creek 1	5.73 acres of treatment area as per specified with 95% control	1	Cycle	$24,321	$24,320.92
#6-4	Lake 3	0.85 acres of treatment area as per specified with 95% control.	1	Cycle	$11,492	$11,492.49
#6-5	Creek 2	0.07 acres of treatment area as per specified with 95% control	1	Cycle	$9,887	$9,887.33
#6-6	Creek 5	1.04 acres of treatment area as per specified with 95% control.	1	Cycle	$17,756	$17,755.75
#6-7	Creek 6	0.31 acres of treatment area as per specified with 95% control.	1	Cycle	$10,023	$10,023.25
#6-8	Lake 5	1.61 acres of treatement area as per specified with 95% control.	1	Cycle	$12,961	$12,960.92
#6-9	Lake 6	2.54 acres of treatment area as per specified with 95% control.	1	Cycle	$18,050	$18,050.38

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

The City of Lubbock reserves the right to accept or reject any and all.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

___ YES ___✓NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

I, the undersigned Vendor certify that the insurance requirements this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

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.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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.

VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

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

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

Beth Proctor	Logistics Director
Authorized Signature	**Title**
Beth Proctor	2/15/24
Print/Type Name	**Date**
PondMedics, LLC	1251 N. Legacy Dr.
Company Name	**Address**
	Prosper, TX 75078
	City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Weston Jordan
Mailing Address:	PO Box 97
City, State, Zip:	Gunter, TX 75058
Telephone No:	972-334-0104
Fax No:	N/A
E-Mail:	weston@pondmedics.com

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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
Professional Liability Requirements: $1M occurrence / $2M aggregate
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. *Needs to include coverage under the Longshore Act and the Jones Act.*
Pollution Liability Requirements: $1M occurrence / $2M aggregate
Umbrella Requirements: $3M occurrence

Special Insurances
Unmanned Aircraft Liability Requirements: $1M occurrence and $2M aggregate coverage is needed for this project.
Aircraft Aerial Application Liability Requirements: Aircraft Aerial Application Liability AND $1M pollution protection are REQUIRED. Here are suggested coverages in order of preference: $500K CSL, $300K CSL, and no less than: $100K/person and $300K/occurrence for BI + $100K for PD.

* 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
1314Avenue K, 9th Floor
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2024

Capital Project Number:	92764
Capital Project Name:	Cattail Removal/Dredging- ARPA

Encumbered/Expended	**Budget**
dredgeSMART contract 17433	$ 89,400
Gorman Outdoor Contract 17397	631,920
Newspaper Advertising	548
Agenda Item March 26, 2024	
PondMedics Contract 17844	719,181
Encumbered/Expended To Date	1,441,049
Estimated Costs for Remaining Appropriation	
Engineering and Design	458,951
Remaining Appropriation	458,951
Total Appropriation	$ 1,900,000

CIP 92764 ARPA Parks - Cattail Removal/Dredging

Upgrade/Major Maintenance

Project Manager: Kalee Robinson - Park Development

Project Scope

Complete removal of the 1,355,780 sq. ft. of cattail growth from the Canyon Lake System. Contractor will utilize any method of removal (physical, chemical, or a combination of different strategies) considered necessary to perform the outlined job without harming the current landscape and fauna of the Canyon Lake System. Contractor must discuss with the client any reasonably foreseeable consequences for actions taken in the removal process. The growth areas are specified on the table below and the following aerial views of the Canyon Lake System.

Project Justification

Cattail growth has taken over a significant portion of the Canyon Lake System and has become a detriment to the experience of users of the city lakes and parks. Spreading for 1.3 million square feet of park land, cattail species extend across 12 public areas – Aztlan Corridor, Aztlan Park, Buddy Holly Recreation Area, Carrillo Family Recreation Area, Comancheria Lake, Dunbar Historical Lake, Fiesta Plaza, Llano Estacado, Mackenzie Park (North), Mackenzie Park (South), Mae Simmons Park, and Vaquero Lake. The American Rescue Plan Act provided funds allocated by the city for removal of the cattail zones.

Project Highlights

Council Priorities Addressed:
This project will address Council Priorities, Public Health and Community Improvement as it will allow for full use of the Canyon Lake System allowing Lubbock citizens and visitors to kayak, fish, stand-up paddle board, etc. This will improve the surrounding parks in general as the cattails have clearly taken over.

Project History

- FY 2021-22 $1,900,000 was appropriated by Budget Amendment No. 24, Ord. 2022-O0071

Project Dates

Start Date: May 10, 2022

Bid Date: TBD

Bid Award Date: TBD

Project Start Date: TBD

Projected Project End Date: TBD

Project Location

City-Wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$1,900,000	$0	$0	$0	$0	$0	$0
TOTAL	**$1,900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
ARPA Funding	$1,900,000	$0	$0	$0	$0	$0	$0
TOTAL	**$1,900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Purchasing and Contract Management

Project Summary

RFP 24-17844-TF
Cattail Treatment of the Jim Bertram Canyon Lakes System

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 28 to February 22, 2024.
5 individuals attended the pre-proposal meeting.
23 vendors downloaded the documents using Bonfire.com.
33 vendors were notified separately.
1 vendor submitted a proposal.

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 17817 with Green Plains Design, for turf management and mowing of Group 5 & 10 - Class C Parks and Properties.

Item Summary

An Invitation to Bid (ITB) was issued for mowing of various City Parks and Properties.

In response to ITB 24-17817-YB, seven (7) companies submitted the following bids for Group 5 & 10 - Class C Parks and Properties.

Contractor	Amount
Green Plains Design, White Deer, Texas	$303,880.00
Gorman Outdoor, Inc, Shallowater, Texas	$432,120.00
Turf Raider Lawn & Landscape, Lubbock, Texas	$527,743.36
Fando Landscaping, Flower Mound, Texas	$550,752.00
Mission Landscape and Maintenance, Lubbock, Texas	$1,072,320.00
Sanford Federal, Inc., Stafford, Virginia	$7,782,400.00
West Texas Mowing, LLC, Plainview, Texas	Incomplete Bid

Staff recommends that Contract 17817 be awarded to the lowest bidder, Green Plains Design of White Deer, Texas, for $303,880.00. This contract is a one-year contract with the option of 4, one-year renewals.

Fiscal Impact

Contract 17817 for $303,880.00, is funded in the Custodial Services for Mowing and Maintenance Contracts Account, in the Approved Parks Maintenance Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution 17817 - Green Plains Design, LLC

Contract 17817 - Green Plains Design, LLC

Project Summary - Mowing Parks - Group 5 and 10

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. 17817 for Mowing for Group 5 & 10 Class C Park Properties, as per ITB 24-17817-YB, by and between the City of Lubbock and Greens Plains Design, LLC, of White Deer, 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

ccdocsII/RES.ServiceContract 17817 Green Plains Design, LLC
3.13.24

City of Lubbock
Contract for
Mowing for Group 5 & 10 Class C
Park Properties

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

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Mowing for Group 5 & 10 Class C Park Properties** 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 **Mowing for Group 5 & 10 Class C Park Properties**

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, **Mowing for Group 5 & 10 Class C Park Properties**, and more specifically referred to as **Items 1-1 through 2-7** 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. 24-17817-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

Craig Urbanczyk

Print Name

9402 FM 1585

Address

Wolfforth, TX 79382

City, State, Zip Code

City of Lubbock, TX
ITB 24-17817-YB
Mowing for Group 5 & 10 Class C Park Properties
Specifications

MAINTENANCE STANDARDS

Class A, B, & C Maintenance Standards

1. **General:** Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.

    a. The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

    b. Contractor shall provide a maintenance schedule to the Parks Department within seven days from Notice to Proceed and will notify Owner no later than 2:00 pm on the day before any revised mowing schedule changes presentative or Agent(s) of any changes in the schedule prior to the schedule change.

2. **Mowing:** Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be 2 1/2" to 3" and occur up to once per calendar week, or every seven (7) calendar days, evenly spaced between Cycles. All hard surfaces, play areas, sidewalks and streets shall be cleared of all clippings after each service.

3. **Equipment:** All equipment must be of appropriate size for each site and approved by the Owner's Representative or Agent(s). All clippings windrows or clumps will be bagged and removed. All required unit work which includes mowing, edging, trim mowing, string trimming, sweeping, and clippings removal shall be 100% complete before commencing to another mowing site. If not completed, a Call Back will be initiated. Alternate mowing patterns are required every cycle to avoid turf damage.

a. **TENTATIVE MOWING FREQUENCIES**:

January	0	July	4
February	0	August	5
March	1	September	4
April	4	October	4
May	4	November	2
June	4	December	0

4. **Edging:** All sidewalks and curbs shall be edged to a depth of one inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging.

    a. Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed.

5. **Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. Optional spraying of six (6) inches away from the tree(s) main trunk is also permitted to eliminate tree bark damage. Four (4) to six (6) inch wide. Optional chemical edging only on chain link fence lines with Turf on either side of the fence is permitted on Class A, B, and C Parks.

GROUP 5 Class C

NAME	ADDRESS	ACREAGE
CARILLO PARK/ CANYON RIM REC AREA	BATES &AVE K	4.8
GUADALUPE Entrance	1st &AVE. J	0.2
GUADALUPE Park	N. AVE. P & 2ND	3.2
Guadalupe Strip	N. AVE. P & 2ND	3.4
MACKENZIE S+N / MACKENZIE CORRIDOR	301 1-27	97.5
N. AVE. Q STRIP	N.AVE. Q DR.	0.1
PALLOTINE	N. AVE. L & 1ST	1.3
WOODS	ERSKINE & ZENITH	8

GROUP 10 Class C

NAME	ADDRESS	ACREAGE
DUPREE	58TH & TOLEDO	25.3
GUY	87TH & MEMPHIS	17
HIGINBOTHAM	19TH & VICKSBUR G	16.5
JENNINGS	73RD & WAYNE	29
LONG	56TH & ABERDEEN	10
MAHON	29TH & CHICAGO	13.6
STEVENS	75TH & SLIDE	13.6

CARRILLO FAMILY REC AREA (CANYON RIM)

GUADALUPE ENTRANCE

GUADALUPE PARK

GUADALUPE STRIP

MACKENZIE CORRIDOR

MACKENZIE NORTH

MACKENZIE SOUTH

N AVE. Q STRIP

PALLOTINE PARK

WOODS PARK

DUPREE PARK

GUY PARK

HIGINBOTHAM PARK

JENNINGS PARK

LONG PARK

MAHON PARK

STEVENS PARK

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 2 %, net 15 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 24-17817-YB
Mowing for Group 5 and 10 Class C
Park Properties
Bid Form

				Green Plains Design LLC	
			Location Total	**White Deer, TX**	
				$303,880.00	
#	Items	Approx. Maintenance /Mowable Acreage (+/-) (A)	Cycle Approx. Per Year (+/-) (B)	Maintenance Cycle Unit Cost (C)	Extended Cost = (B X C)
1	Group 5 - Class C Park Properties				
#1-1	Carillo Park/Canyon Rim Rec. Area - Per Specifications	4.8	32	$374.50	$11,984.00
#1-2	Guadalupe Entrance - Per Specifications	0.25	32	$160.50	$5,136.00
#1-3	Guadalupe Park - Per Specifications	3.2	32	$321.00	$10,272.00
#1-4	Guadalupe Strip - Per Specifications	3.4	32	$321.00	$10,272.00
#1-5	Mackenzie S+N/Mackenzie Corridor - Per Specifications	97.5	32	$2,889.00	$92,448.00
#1-6	N. Ave Q Strip - Per Specifications	0.1	32	$160.50	$5,136.00
#1-7	Pallotine - Per Specifications	1.3	32	$ 187.25	$5,992.00
#1-8	Woods - Per Specifications	8	32	$481.50	$15,408.00
2	Group 10 - Class C Park Properties				
#2-1	Dupree - Per Specifications	25.3	32	909.50	$ 29,104.00
#2-2	Guy - Per Specifications	17	32	$ 615.25	$ 19,688.00
#2-3	Higinbotham - Per Specifications	16.5	32	588.50	$ 18,832.00
#2-4	Jennings - Per Specifications	29	32	$ 989.75	$ 31,672.00
#2-5	Long - Per Specifications	10	32	481.50	$ 15,408.00
#2-6	Mahon - Per Specifications	13.8	32	$ 508.25	$ 16,264.00
#2-7	Stevens - Per Specifications	13.6	32	$ 508.25	$ 16,264.00

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. 1 Date 2/22/24
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:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

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 Green Plains LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or individual trading as Green Plains Design of the City of White Deer, TX

Tax ID No.: 86-3316460

Address: PO Box 53, 510 E. 2nd

City: White Deer State: TX Zip: 79097

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

Please complete the information below.

By _____ Date: 2/29/2024

Authorized Representative - must sign by hand

Officer Name and Title: Craig Urbanczyk

Business Telephone Number 806-883-2488 FAX: 806-883-2073

E-mail Address: craigu@greenplainsdesign.com

Purchasing and Contract Management

Project Summary

ITB 24-17817-YB
Mowing for Group 5 & 10 Class C
Park Properties

Notice was published in the Lubbock Avalanche Journal on February 18 & February 25, 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 16 to March 5, 2024.
3 individuals attended the pre-bid meeting.
38 vendors downloaded the documents using Bonfire.com.
20 vendors were notified separately.
7 vendors submitted bids.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Lubbock, on behalf of the Lubbock Police Department, as it relates to the Lubbock Regional ATF Task Force.

Item Summary

The purpose of this Memorandum of Understanding (MOU) is to investigate firearms trafficking, investigate firearms related violent crime, gather and report intelligence data relating to trafficking in firearms, conduct undercover operations where appropriate, and engage in other traditional methods of investigation, in order for the Task Force's activities to result in effective prosecution before the courts of the United States and the State of Texas.

In accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Order 3020.4, dated June 2, 2022, and incorporated herein, Body-Worn Cameras (BWCs) may be worn by Task Force Officers (TFOs) operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the TFOs and parent agency must comply with all Department of Justice (DOJ) and ATF policies, and the required procedures, documentation, and reporting, while participating in the Task Force. Additionally, TFOs must comply with the Task Force Officers Body-Worn Cameras Memorandum of Understanding Addendum, included and incorporated herein as Appendix A.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to ATF as TFOs. ATF will, subject to available funds, reimburse the Lubbock Police Department (LPD) for overtime payments made to its officers assigned as TFOs, up to $20,707.50.

Staff/Board Recommending

Gregory W. Rushin, Interim Chief of Police

Attachments

Resolution -MOU with ATF
MOU with ATF
Addendum Appendix A with ATF

RESOLUTION

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

THAT the Mayor for the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) Between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Lubbock on behalf of the Lubbock Police Department as it relates to the Lubbock Regional ATF Task Force (Task Force) regarding investigating firearms trafficking and firearms related violent crimes, gathering and reporting intelligence data relating to trafficking in firearms, and conducting other operations in order that the Task Force's activities will result in effective prosecution before the courts, and all related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Gregory W. Rushin, Interim Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.MOU ATF Task Force 2024
2.22.24

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

THE CITY OF LUBBOCK on behalf of the LUBBOCK POLICE DEPARTMENT (LPD)

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the City of Lubbock on behalf of the Lubbock Police Department ("LPD") as it relates to the Lubbock Regional ATF Task Force (herein referred to as the "Task Force").

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

a. Investigate firearms trafficking
b. Investigate firearms related violent crime
c. Gather and report intelligence data relating to trafficking in firearms
d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

MEASUREMENT OF SUCCESS

The ability to measure the success of this initiative will depend on the participating agencies' willingness to share certain information, (i.e., crime statistics).

Core Functions:

A. Illegal Firearms Trafficking
B. Firearms Criminal Possession and Use
C. Criminal Groups and Gangs

Performance Goal Statement:

A. Reduce the risk to the public safety caused by illegal firearms trafficking.
B. Reduce the risk to public safety by criminal possession and use of firearms.
C. Reduce the risk to public safety caused by criminal organizations and gangs.

Strategic Objectives:

A. Interdict and prevent illegal firearms trafficking.
B. Share technology such as NIBIN and E Trace.
C. Interdict and prevent criminal use of firearms.
D. Identify, disrupt and dismantle violent gangs and criminal organizations emphasizing the use of state and local intelligence to identify the worst of the worst offenders.
E. Share intelligence with state and local law enforcement.

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the Lubbock Police Department and will be located at 1205 15th Street, Lubbock, TX 79401.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

TFOs shall remain subject to their respective agencies' policies and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice and ATF orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues, and Federal disclosure laws.

Failure to comply with this section could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign one (1) Special Agent to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and TFOs assigned to the Task Force. This support may include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to its assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons, or radios), TFOs must abide by any applicable ATF property orders and policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Lubbock Police Department agrees to detail one (1) fulltime TFO to the Task Force for a period of not less than five (5) years. As per ATF O 3501.1A, a Special Deputy is a sworn State, county, or local law enforcement officer assigned to an ATF task force on a part time basis and whose department has a fully executed task force MOU on file with ATF. For purposes of this particular MOU, SDs are included under the term "TFOs" unless the MOU provision expressly indicates that it applies only to "full-time TFOs."

All full-time TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive, or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, will require that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws.

A TFO will not be considered for Department of Justice legal representation if named as a defendant in an individual-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed and approved prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS, AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring,

directing, and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency. This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable federal statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act, and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency for handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

a. Each participating agency will assign primary and secondary points of contact.
b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Richard D. Byrd, Resident Agent in Charge, Lubbock Field Office

Participating Agency: Greg Rushin, Chief of Police, Lubbock Police Department

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate state's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant state's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official and will be provided with a copy of such policy.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with ATF Order 3020.4, dated June 2, 2022, and incorporated herein, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the TFO and parent agency shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force. Further, TFO shall comply with the TFO BWC MOU ADDENDUM, included and incorporated herein as Appendix A.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the state and local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under state law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results ATF will become

the final arbitrator of the distributive shares for the participating agencies

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States for individual capacity claims is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any state or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2029.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

This MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

_____/_____
Tray Payne, Mayor Date

_____/_____
Jeffery C. Boshek Date
Special Agent in Charge, ATF
Dallas Field Division

Attest:

_____
Courtney Paz, City Secretary
City of Lubbock

Approved as to Content:

_____
Greg Rushin, Chief of Police

Approved as to Form:

_____
Ryan Brooke
Senior Assistant City Attorney
City of Lubbock

Bureau of Alcohol, Tobacco, Firearms and Explosives

Body Worn Camera Program

TFO BWC MOU ADDENDUM
Appendix A

The following is controlling guidance for situations that may affect a Task Force partner agency regarding the TFO (Task Force Officer) BWC (Body Worn Camera) MOU (Memorandum of Understanding) Addendum. This guidance is issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Body Worn Camera Program (BWCP) and ATF Office of Chief Counsel (CC):

- **Review Boards/Other Public Dissemination:** If an agency is under a consent decree or otherwise required by statute, law, or agreement to disclose BWC footage to a review board, that entity and their access to the agency BWC and the qualifying events or incidents that are the subject of the agreement will be described in a letterhead memo that the ATF will keep in the BWC MOU tracking system. The memo should include the timeline for that board to receive the footage, if their access to an agency BWC Video Retention System is direct or indirect, and whether the review board has independent/unilateral public disclosure authority. This information will assist the ATF Chief Counsel in determining what timeline they may be under to perform agency review if a qualifying incident occurs where TFO and/or ATF BWC footage has been recorded.

- **State Law/Agency Policies:** If state law or qualifying agency policy requires recording outside the parameters of ATF TFO BWC MOU Addendum, the agency will provide that information and a copy of the policy to the ATF BWCP. Any recording of events outside of the TFO enforcement action (i.e., medical facilities, prisoner transport) should be separated if possible. This separation can be achieved by deactivating the recording of the TFO BWC prior to re-activation of recording upon the start of an ATF enforcement action, and/or deactivating the recording of the TFO BWC when a scene is concluded and secure. The TFO can then reactivate recording when the officer is operating under their agency policy alone for a non-TFO agency responsibility. When separate recording(s) are possible, ATF will receive only the enforcement BWC recording. If deactivation and reactivation of recording are not feasible or are not permitted by state law or parent agency policy, the entire recording will be shared with ATF with the understanding that ATF will, if necessary, redact the entire portion of any recording that shows the TFO performing an agency duty where they are not operating under the ATF Task Force (TF) MOU parameters for enforcement actions. If a partner agency TFO BWC has the technical capability to apply a marker during a recording, the TFO will apply the marker at the beginning and end of the enforcement action, if feasible.

- **Short term operations:** Any partner TF agency not covered by an existing executed ATF TFO BWC MOU Addendum and any non-partner state, local, federal, or tribal agency are authorized to utilize their BWC during an ATF short term operation or ATF led national initiative after agreeing to share any BWC footage obtained during the operation with the ATF upon request. Any BWC footage of a critical incident such as an Officer Involved Shooting or other use of force leading to death will be shared as soon as possible after the incident. Other footage will only be requested if the ATF has a mission-related requirement that can only be supported by receipt of the BWC recording from the BWC agency.

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance declaring the unopposed candidate in the May 4, 2024, Special Election to fill a vacancy in City Council District No. 3, to be elected to office and canceling said Special Election, providing a savings clause, and providing an effective date.

Item Summary

Pursuant to the Texas Election Code, the City Secretary has certified the office of City Council Member, District 3, as unopposed for the May 4, 2024 Special City Election. Upon receipt of said certification, the governing body will act upon the certification by the City Secretary.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Ordinance - Cancellation of District 3 Special Election

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE UNOPPOSED CANDIDATE IN THE MAY 4, 2024, SPECIAL CITY ELECTION TO FILL A VACANCY IN CITY COUNCIL DISTRICT NO. 3 TO BE ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock called a Special City Election to be conducted on May 4, 2024, to fill a vacancy in City Council district No. 3; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the only candidate on the ballot is unopposed for election to office; and

WHEREAS, under such circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the unopposed candidate elected to office and cancel the election; NOW THEREFORE:

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

SECTION 1.THAT the following named candidate, who is unopposed in the Special City Election to fill a vacancy in City Council District 3 on May 4, 2024, is hereby declared elected to office, and shall be issued a certificate of election following the time the election would otherwise have been canvassed.

DAVID GLASHEEN

SECTION 2. THAT the Special City Election to fill a vacancy in City Council District No. 3 to be conducted May 4, 2024, is hereby cancelled and the City Secretary is hereby ordered and directed to cause a copy of this ordinance to be posted on election day at each polling place that would have been used in said election.

SECTION 3. THAT It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs and section of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION 4.THAT this ordinance shall take effect upon final passage by the City Council.

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 _____ day of _____, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Courtney Paz, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ORDER OF UNOPPOSED CANDIDATE
DECLARED ELECTED
ORDEN DE CANDIDATO ÚNICO - DECLARADO ELEGIDO

The City of Lubbock, Texas hereby declares the following candidate has been certified as unopposed and elected as follows:

La cuidad de Lubbock, Texas por la presente declara el siguiente candidato ha sido certificado como candidato único y por la presente queda elegido como se haya indicado a continuación:

Candidate *(Candidato)*	**Office Sought** *(Cargo al que presenta candidatura)*
David Glasheen	City Council, District 3 - Unexpired Term *(Concejo Municipal Distrito 3 – plazo no vencido)*

A copy of this order will be posted on Election Day at each polling place that would have been used in the election. (*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.)*

AND IT IS SO ORDERED. (*Y ASÍ SE ORDENA.)*

Passed by the City Council on this _____ day of April, 2024.
(Aprobado por el Concejo Municipal este día _____ de abril de 2024.)

_____
TRAY PAYNE, MAYOR *(Alcalde)*

(seal) ***(sello)***

ATTEST: ***(DOY FE:)***

_____
Courtney Paz, City Secretary *(Secretaria Municpal)*

APPROVED AS TO CONTENT: ***(APROBADO EN LO QUE SE REFIERE AL CONTENIDO:)***

_____
Courtney Paz, City Secretary *(Secretaria Municpal)*

APPROVED AS TO FORM: ***(APROBADO EN CUANTO A FORMA:)***

_____
Amy L. Sims, Deputy City Attorney *(Abogada Municipal Adjunta)*

Information

Agenda Item

Ordinance 2nd Reading - City Manager: Consider Ordinance No. 2024-O0036, 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

On March 5, 2024, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Resolution - City Manager: Consider a resolution ratifying the acts of the City Manager in executing an application for the Texas State and Local Cybersecurity Grant Program.

Item Summary

Cybersecurity is one of the most serious threats faced by municipalities across the country. Through the Federal Bipartisan Infrastructure Law (BIL), Texas has allocated over $20 million in Fiscal Year 2023, for local governments to fund eligible cybersecurity projects. The City of Lubbock seeks grant funding from the Texas State and Local Cybersecurity Grant Program (SLCGP)
for project Darktrace Cybersecurity Assessment and Evaluation. The Darktrace Software will assist in analyzing and identifying anomalies and threats to the network system.

Fiscal Impact

The total project cost in the grant application is $120,000, with $94,000 requested from the State of Texas in grant funding, and $24,000 in required matching funds from the City of Lubbock. The matching funds consist of $20,000 in-kind personnel costs and $4,000 cash.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Authorization Letter
SLCGP CM Application Approval Letter
Application - SLCGP

RESOLUTION

WHEREAS, the City of Lubbock is applying for the State of Texas State and Local Cybersecurity Grant Program (SLCGP) with project Darktrace Cybersecurity Assessment and Evaluation (the "Grant"); and

WHEREAS, this program will support efforts to address imminent cybersecurity threats to state and local information systems by providing funding to implement programs that support local governments with managing and reducing systemic cyber risks: and

WHEREAS, the City Manager executed the Grant application on behalf of the City of Lubbock, attached hereto as "Exhibit A" and incorporated herein; and

WHEREAS, a component part of the application requires a resolution of the City Council of the City of Lubbock to make certain findings in order to apply; NOW THEREFORE

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

THAT the City Council of the City of Lubbock (the "Council") does hereby authorize and ratify the signature of the City Manager for and on behalf of the City of Lubbock for an application to the State and Local Cybersecurity Grant Program by and between the City of Lubbock and the State of Texas, Office of the Governor (OOG), for grant funds for the Darktrace Cyber Security Assessment and Evaluation and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the Council authorizes the submission of the application to the Public Safety Office (PSO).

THAT the Council hereby commits to provide all applicable matching funds for the Grant.

THAT the City Manager of the City of Lubbock is authorized to apply for, accept, reject, alter, or terminate the grant.

THAT the Council hereby assures in the event of any loss or misuse of grant funds, the City of Lubbock will return the funds to PSO.

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:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Ratify Darktrace Grant App
3.8.24

City of Lubbock
TEXAS

OFFICE OF THE CITY MANAGER

March 12th, 2024

The Honorable Greg Abbott
Governor of Texas
Office of the Governor
P.O. Box 12428
Austin, TX 78711-2428

Dear Governor Abbott,

As the City Manager of Lubbock, Texas, it is with great anticipation and a shared commitment to the safety and security of our community that I write to approve the submission of our application for the Texas State and Local Cybersecurity Grant Program.

To comply with the requirements for the grant application and to demonstrate the City Council's unwavering support for this initiative, the attached resolution authorizing the submission of our application will appear on the Consent Agenda at the City Council meeting scheduled for March 26, 2024. This resolution is a testament to our collective determination to enhance our City's cybersecurity defenses, and reflects the collaborative effort between our local government and the State of Texas to address the growing challenges in the digital domain.

Upon approval, we will promptly forward a signed copy of the resolution to your office, along with any additional documentation that may be required to support our application. We are committed to a transparent and cooperative process and eagerly anticipate the opportunity to work closely with your office and the relevant state agencies to further our mutual goals of ensuring the security and resilience of our cyber infrastructure.

Thank you for your consideration and support. Should you require any further information or wish to discuss our application in detail, please do not hesitate to contact my office.

Sincerely,

W. Jarrett Atkinson
City Manager
City of Lubbock

Citizen's Tower • 1314 Ave. K • P.O. Box 2000 • Lubbock, Texas 79457 • (806) 775-2016 • Fax (806) 775-2051
jatkinson@mylubbock.us

Print This Page

Agency Name: City of Lubbock
Grant/App: 5211401 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Dark Trace Cyber Security Assessment and Evaluation
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17560005906000

Application Eligibility Certify:
Created on:3/7/2024 2:43:59 PM By:Rebecca Webb

Profile Information

Applicant Agency Name: City of Lubbock
Project Title: Dark Trace Cyber Security Assessment and Evaluation
Division or Unit to Administer the Project: Information Technology
Address Line 1: 1314 Ave K
Address Line 2:
City/State/Zip: Lubbock Texas 79401-4051
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Goverments(COG) within the Project's Impact Area: South Plains Association of Governments
Headquarter County: Lubbock
Counties within Project's Impact Area: Lubbock

Grant Officials:
Authorized Official
Name: W. Jarrett Atkinson
Email: jatkinson@mylubbock.us
Address 1: P.O. Box 2000
Address 1:
City: Lubbock, Texas 79457
Phone: 806-775-2016 Other Phone:
Fax: 806-775-3924
Title: Mr.
Salutation: Mr.
Position: City Manager

Financial Official
Name: Ollie Cortez
Email: ocortez@mylubbock.us
Address 1: 1314 ave K
Address 1:
City: Lubbock, Texas 79401
Phone: 806-775-2183 Other Phone: 806-474-3648
Fax: 806-775-3273
Title: Mr.
Salutation: Mr.
Position: Kronos and Grants Manager

Project Director
Name: Chris Nelson
Email: cwnelson@mylubbock.us
Address 1: 1314 Avenue K
Address 1:
City: Lubbock, Texas 79401
Phone: 806-775-2390 Other Phone:
Fax:
Title: Mr.
Salutation: --- Select One ---
Position: Senior Information Security Analyst

Grant Writer
Name: Rebecca Webb
Email: rwebb@mylubbock.us
Address 1: 1314 Ave K
Address 1:
City: Lubbock, Texas 79401
Phone: 806-775-2429 Other Phone: 214-986-5436
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Writer

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560005906000
Unique Entity Identifier (UEI): LXDNEKWRVKJ6

Narrative Information

Overview

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

This program will support efforts to address imminent cybersecurity threats to state and local information systems by providing funding to implement investments that support local governments with managing and reducing systemic cyber risk associated with the objectives listed below:

Objective 1 - Governance and Planning: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
Objective 2 – Assessment and Evaluation: Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
Objective 3 - Mitigation: Implement security protections commensurate with risk.
Objective 4 – Workforce Development: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant,

Program Requirements

Participation in Cybersecurity & Infrastructure Security Agency (CISA) services
All grantees will be required to participate in a limited number of free services by CISA. For these required services and memberships, please note that participation is not required for submission and approval of a grant but is a post-award requirement.

1. Web Application Scanning is an "internet scanning-as-a-service." This service assesses the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
2. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP. For more information, visit CISA's Cyber Hygiene Information Page

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

Texas Information Sharing and Analysis Organization (TX-ISAO)
Eligible applicants are required to join the Texas Information Sharing and Analysis Organization (TX-ISAO): a free membership to a forum for entities in Texas to share information regarding cybersecurity threats, best practices, and remediation strategies. To request membership, visit: https://qat.dir.texas.gov/request-list-access.html.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
The City of Lubbock seeks to significantly enhance its cybersecurity defenses to protect against sophisticated cyber threats that target the City's critical infrastructure. With the rising incidents of cyberattacks on municipal entities, it is imperative to adopt advanced, AI-driven cybersecurity solutions. We propose the acquisition of Darktrace cybersecurity software, leveraging artificial intelligence to establish a use pattern of network resources, thereby enabling our system to detect, respond, and neutralize cyber threats in real time. This grant proposal requests funding of $96,000 to cover the purchase, implementation, and training costs associated with deploying Darktrace software within the City's digital infrastructure.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City of Lubbock is the 10th most populous city in the State of Texas, and serves as a central hub for economic, educational, and healthcare services in the West Texas region. Many surrounding rural communities rely on the City's municipal infrastructure for critical services such as water, power, and solid waste disposal. With an increasing reliance on digital technologies, the City's cybersecurity framework faces mounting risks from cyber-attacks that threaten this infrastructure, critical services, and sensitive data. The 2023 Threat and Hazard Identification and Risk Assement (THIRA) Report from the South Plains Association of Governments (SPAG) identifies cybersecurity as a threat or hazard that most challenges the region's ability to achieve goals in a majority of the 31 Capability Target categories as well as Cybersecurity being its own Capability Target, page 17. Additionally, the Threat/Hazard Descriptions and Impacts example on page 9 outlines an incident of compromised SPAG employee credentials that would be identified and mitigated with tools such as Darktrace in place. We seek to identify vulnerabilities within our current cybersecurity framework, including insufficient threat detection capabilities and a lack of proactive incident response mechanisms. Recent global and regional cybersecurity incidents highlight the urgent need for advanced solutions to safeguard against sophisticated attacks.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use

of grant funds.
The City of Lubbock currently operates with a cybersecurity framework that includes standard protective measures such as firewalls, anti-virus software, and periodic security assessments. The IT department conducts regular training sessions on cybersecurity awareness for over 2,500 City employees and has implemented basic threat detection and response protocols. Despite these efforts, the existing cybersecurity capabilities are primarily reactive, with limited ability to proactively identify and neutralize advanced cyber threats before they impact City operations.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The City of Lubbock, with its workforce of approximately 2,500 City employees and over 3 million instances of network activity a year, creates significant cybersecurity challenges. The complexity and volume of data flow necessitates a robust, adaptive solution to address existing capability gaps effectively. The City's existing cybersecurity measures lack the advanced analytics and machine learning capabilities necessary to identify sophisticated cyber threats proactively. Darktrace software, with its advanced AI-driven capabilities, is uniquely positioned to allow the City to establish a pattern of normal usage that will allow us to detect anomalies in real time, identifying potential threats before they can escalate. By understanding the nuances of the City's digital environment, Darktrace can pinpoint subtle signs of attack that would otherwise go unnoticed. The 2023 Stakeholder Preparedness Review (SPR) from the South Plains Association of Governments (SPAG), page 15, outlines cybersecurity targets that the region reasonably expects to achieve in the next 3-5 years. Establishing a pattern of normal activity in order to identify anomalies or threats is a critical first step in achieving these goals in planning, organization, equipment, training, and exercises. As the City of Lubbock grows, its digital infrastructure becomes increasingly complex. The existing cybersecurity solutions do no easily scale, making it difficult to protect new devices and systems as they are added. Darktrace's AI-driven approach is inherently scalable, designed to adapt and grow alongside the City's digital infrastructure. By utilizing advanced tools such as Darktrace, the City will be better able to utilize resources to defend against increasingly sophisticated attacks.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The gaps in Lubbock's cybersecurity capabilities expose the City to significant risks. A successful cyber-attack could lead to the disruption of essential services, such as emergency response systems, public utilities, and government operations, directly affecting the welfare and safety of the City's residents. Furthermore, breaches involving the theft of sensitive information could erode public trust and result in substantial financial losses due to recovery efforts and potential legal liabilities. With advanced solutions like Darktrace, we will be able to identify and establish normal use patterns that will allow us to quickly identify unusual activity in order to isolate and mitigate risks and protect the community.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
3.2.1. Encourage the implementation of local-level mitigation projects that maximize the impact of pre-disaster and post-disaster funding.

Target Group :
Identify the target group and population expected to benefit from this project.
The primary target group for this cybersecurity enhancement project includes all individuals and devices that interact with the City of Lubbock network including City employees, contractors, citizens, and elected officials. Implementing Darktrace will directly benefit City employees by providing them with a more secure digital working environment, thereby enhancing their productivity and safeguarding confidential information. All residents and visitors of the City of Lubbock and surrounding communities are expected to benefit from the secure and uninterrupted access to City services, protected from the disruptions and hazards posed by cyber-attacks.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
Using the Texas SLCGP grant for the initial Darktrace setup and scanning/data collection will enable the City of Lubbock to establish a baseline of network activity that will allow staff to quickly identify and address anomalies and threats throughout the network. At the conclusion of the grant period, the City of Lubbock will allocate necessary financial resources from its annual budget to cover the ongoing costs of licensing, software updates, and any necessary hardware upgrades to support the Darktrace system or other necessary system. This allocation will be reviewed and adjusted as needed to reflect the changing cybersecurity landscape and the specific needs of the City's IT infrastructure.

Project Activities Information

SLCGP Instructions for Project Activity Selection

State and Local Cybersecurity Grant Program (SLCGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each SLCGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Incident and Response Planning	100.00	Scan and identify patterns of activity in order to plan and respond to incidents

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	2500
Number of people trained.	4
Number of plans developed or updated.	3
Number of risk assessment technical assistance sessions conducted.	20
Number of risk assessments conducted.	2500
Number of trainings conducted.	4

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
The City of Lubbock will utilize its team of Information and Security and Compliance Analysts to ensure Darktrace contract compliance and maintain a transparent, accountable relationship with Darktrace, ensuring that the software delivers as promised and continues to meet the evolving cybersecurity needs of the City. Monitoring practices will include regular performance reviews including dynamic dashboards that meet the City’s needs. Compliance audits will include activity logs, and daily monitoring of activity recommendations. Conducting regular stakeholder meetings and technical assistance will assure that Darktrace is performing as expected and assisting in the City’s assessment and evaluation goals.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2023
Enter the End Date [mm/dd/yyyy]:
9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

42986617
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
1748888

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
9/30/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
X Yes
_ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
William Jarrett Atkinson
Position 1 - Total Compensation ($):
354605
Position 2 - Name:
Joel Kirk Ivy
Position 2 - Total Compensation ($):
338000
Position 3 - Name:
David M Satterwhite
Position 3 - Total Compensation ($):
280301
Position 4 - Name:
Keli Johnson Swan
Position 4 - Total Compensation ($):
250001
Position 5 - Name:
Billy J Howerton Jr
Position 5 - Total Compensation ($):
234071

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (Exercises)	Analyst salaries that will oversee the exercises	$0.00	$0.00	$20,000.00	$0.00	$20,000.00	27
Contractual and Professional Services	05NP-00-SCAN Tools, Network Vulnerability Scanning	Darktrace Scanning Software	$96,000.00	$4,000.00	$0.00	$0.00	$100,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Budgeted IT security funds	Cash Match	$4,000.00
Budgeted IT analyst salary	In Kind Match	$20,000.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$24,000.00	$4,000.00	$20,000.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$96,000.00	$4,000.00	$0.00	$0.00	$100,000.00
Personnel	$0.00	$0.00	$20,000.00	$0.00	$20,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$96,000.00	$4,000.00	$20,000.00	$0.00	$120,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: r_webb

AI# 12401
Regular City Council Meeting
03/26/2024:

5. 51.

Information

Agenda Item

Resolution - City Manager: Consider a resolution establishing a policy to permit developers to be credited for impact fees assessed in a service area for all developments being constructed by a developer within that service area.

Item Summary

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees. This ordinance ultimately established impact fees for the City of Lubbock. The ordinance currently includes wastewater, water, and roadways. However, the impact fees for wastewater and water are currently set at $0. The City of Lubbock is only collecting impact fees on roadways. The original ordinance was amended on April 22, 2022 by adopting Ordinance No. 2022-O0068, which addressed annexations and the changing of the boundaries at that time, as well as annexations and boundary changes in the future.

The resolution being considered would establish a policy to allow developers to be credited for impact fees assessed in the service area for all developments being constructed by a developer within that same service area. The resolution is in line with the existing ordinances and simply defines the policy. Establishing this policy will further encourage developers to contribute towards building roadways within the City of Lubbock.

Following this memo, you will find a copy of the proposed resolution establishing the policy, as well as a copy of the prior ordinances adopted by the City Council in 2020 and 2022.

Fiscal Impact

None

Staff/Board Recommending

Jarrett Atkinson, City Manager
Erik Rejino, Assistant City Manager

Attachments

Resolution
Adopted Ordinances

RESOLUTION

WHERAS, the City Council of the City of Lubbock (the "Council") has adopted an impact fee ordinance in Chapter 41 of the City of Lubbock Code of Ordinances (the "Ordinance") related to development within the City of Lubbock (the "City") in accordance with Chapter 395 of the Texas Local Government Code (the "State Law"); and

WHEREAS, the State Law requires cities to credit impact fees to certain developments when a developer constructs a roadway when it is agreed to or required by the City as a condition of development approval; and

WHEREAS, such credits encourage developers to construct roadways and provides increased public safety by properly developing transportation infrastructure to meet the City's population needs; and

WHEREAS, the construction of roadways by developers provides a savings for the City as the cost of building roadways can be shared with developers rather than borne by the City alone; and

WHEREAS, permitting service credits to be applied across developments within a service area, as that term is defined by the State Law, facilitates an expedited construction of an efficient and safe transportation system within the City; and

WHEREAS, the City finds that there is a public purpose in, and hereby establishes, a policy to permit developers to be credited for impact fees assessed in a service area for all developments being constructed by a developer within that service area; NOW, THEREFORE:

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

THAT the City Manager shall administer the Ordinance in accordance with the policy as set forth above.

.

Passed by the City Council on _____, 2024.

_____
TRAY PAYNE, MAYOR

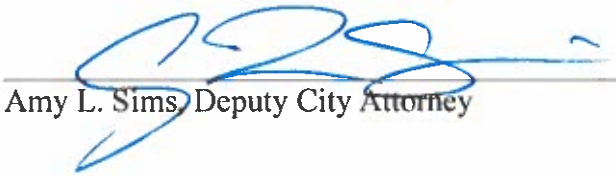
ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

First Reading
April 12, 2022
Item No. 8.19

Second Reading
April 26, 2022
Item No. 7.21

ORDINANCE NO. 2022-O0068

AN ORDINANCE AMENDING CHAPTER 41, IMPACT FEES; ADOPTING AN UPDATED IMPACT FEE STUDY; UPDATING ROADWAY IMPACT FEE COLLECTION RATES; ADDING A SECTION FOR ANNEXED AREAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, Chapter 395, Texas Local Government Code (the Statute) provides the requirements and procedures for the adoption of land use assumptions, a capital improvements plan, and Impact Fees; and

WHEREAS, on October 27, 2020 the City Council of the City of Lubbock (the "City Council") adopted an Impact Fee Ordinance No. 2020-O0136; and

WHEREAS, since ordinance adoption, the City of Lubbock (the "City") has accepted large areas of land as voluntary petition annexations from various landowners, thereby changing the size and boundaries of the City; and

WHEREAS, said increase necessitated an update to the capital improvements plan and the service areas for Roadway Impact Fees as well as an Impact Fee Ordinance amendment to address any future annexations of property; and

WHEREAS, after notice of a public hearing was given, as required by the Statute, the City Council held a public hearing on March 22, 2022, to discuss an update to the capital improvements plan, Service Area map, and Impact Fee Ordinance amendments; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Lubbock to adopt and approve the amendments to the Impact Fees Ordinance herein; **NOW, THEREFORE:**

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

SECTION 1. **THAT** Section 41.02.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 41.02.001 Study adopted

The updated impact fee study dated December 2021 (which includes an updated Roadway Service Area map) is hereby approved, adopted, and incorporated herein for all purposes consistent with this chapter.

SECTION 2. **THAT** Section 41.02.003(c) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

41.02.003. Impact Fees Adopted.

(c) A Roadway Impact Fee shall be assessed and charged against New Development in the Service areas as set forth below. The number of service units applicable are identified in the LUVMET table contained within the adopted study.

Roadway Service Area	Max Roadway Impact Fee Per Service Unit	Collection Rate Effective before 10/01/2022*	Collection Rate (Updated Study) Effective on or after 10/1/2022*
A	$855	$439	$427.50
B	$655	$327.50	$327.50
C	$825	$412.50	$412.50
D	$623	$319.50	$311.50
E	$1,011	$497.50	$505.50
F	$1,188	$589.00	$594
G	$22	$0	$0
H	$77	$0	$0

***** Impact Fee Reductions for Collection Rates.**

Roadway Impact Fees: Service Areas G & H shall receive a one hundred percent (100%) discount from the Maximum Impact Fee rate shown above in **Sec. 41.02.003(c)** for all land uses.

Roadway Impact Fees: All other Service Areas shall receive a fifty percent (50%) discount from the Maximum Impact Fee rate shown above in **Sec. 41.02.003(c)** for all land uses.

SECTION 3. **THAT** Section 41.03.003 of the Code of Ordinances, City of Lubbock, Texas is hereby amended by adding a section, to be numbered 41.03.003(g), which said section reads as follows:

41.03.003. Assessment of Impact Fees

(g) Newly Annexed Territories: Upon annexation, a newly annexed area shall be immediately added into the nearest, adjacent Roadway Service Area so long as in doing so the Roadway Service Area still complies with the distance requirements in Chapter 395 of the Texas Local Government Code. The collection rate shall be assessed at the rate of the existing Roadway Service Area and may be adjusted upon a future study update.

In the event that said addition to the nearest, adjacent Roadway Service Area brings that Roadway Service Area out of compliance with the distance requirements in Chapter 395 of the Texas Local Government Code, a new impact fee study shall be commenced as soon as possible, and upon adoption of an updated study, the Roadway Service Areas shall be adjusted to incorporate the newly annexed area.

SECTION 4. **THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed applicable fines in accordance with Section 1.01.004 of the City Code of Ordinances.

SECTION 5. **THAT** should any paragraph, sentence, clause, phrase or work of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. **THAT** the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 12th day of April, 2022.

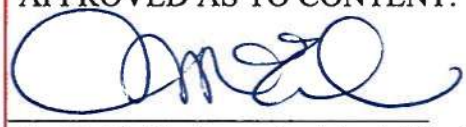
Passed by the City Council on second reading this 26th day of April, 2022.

DANIEL M. POPE, MAYOR

ATTEST:

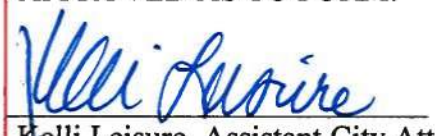
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

AmendOrd.ImpactFees_2022
3.29.22

First Reading
October 13, 2020
Item No. 7.7

Second Reading
October 27, 2020
Item No. 7.13

ORDINANCE NO. 2020-O0136

AN ORDINANCE AMENDING TITLE II BUILDINGS; DEVELOPMENT; PROPERTY MAINTENANCE, OF THE CITY OF LUBBOCK CODE OF ORDINANCES, BY ADDING CHAPTER 41, IMPACT FEES; ESTABLISHING WATER, WASTEWATER, AND ROADWAY IMPACT FEES PER SERVICE UNIT; ESTABLISHING PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND AND GENERAL ADMINISTRATION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR IMPACT FEES; ESTABLISHING AN APPEAL PROCEDURE; ESTABLISHING EFFECTIVE DATES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, Chapter 395, Texas Local Government Code (the Statute) provides the requirements and procedures for the adoption of land use assumptions, a capital improvements plan, and Impact Fees; and

WHEREAS, after notice of a public hearing was given as required by the Statute, the City Council held a public hearing on May 28, 2020 and continued on June 23, 2020, and by Resolution No 2020-R0211 approved the land use assumptions and capital improvements plan; and

WHEREAS, the Capital Improvement Advisory Committee (CIAC) of the City of Lubbock, created pursuant to the Statute, filed its written comments on the proposed Impact Fees before the fifth business day before the date of the public hearing on the imposition of the Impact Fees; and

WHEREAS, after notice of a public hearing was given as required by the Statute, the City Council held a public hearing on October 6, 2020, to discuss the imposition of the Impact Fees by this ordinance with an effective date six months after the adoption of the ordinance; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Lubbock to adopt and approve the ordinance for Impact Fees herein; **NOW, THEREFORE:**

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

SECTION ONE. THAT the Code of Ordinances, City of Lubbock, Texas is hereby amended by adding a Chapter to Article II, Buildings; Development; Property

Maintenance, to be numbered Chapter 41, Impact Fees, which said Chapter shall read as follows:

ARTICLE 41.01 GENERAL PROVISIONS

41.01.001 Purpose.

This Chapter is intended to assure the provision of adequate public facilities to serve New Development in the City by requiring each such development to pay its share of the costs of such improvements necessitated by and attributable to such New Development.

41.01.002. Definitions.

Terms defined herein are specific to this Chapter and shall not be construed as conflicting with similar terms in other parts of the Code.

1. *Assessment* means the determination of the amount of the Maximum Impact Fee per service unit which can be imposed on New Development pursuant to this Chapter.

2. *Capital Improvement* means any water supply, treatment, and distribution; wastewater collection and treatment, or roadway that has a life expectancy of three or more years and is owned and operated by or on behalf of the City including the City's share of costs for infrastructure and associated improvements designated on a City's master plan but constructed by another entity.

3. *Capacity Plans* means a plan recommended by Capital Improvements Advisory Committee and approved by the City Council that identifies capital improvements or facility expansions for which Impact Fees may be assessed. This is the equivalent of the capital improvements plans as described in the Texas Local Government Code 395.

4. *Capital Improvement Advisory Committee* (CIAC) means the advisory committee created in compliance with the Texas Local Government Code Sec. 395.058.

5. *City* means the City of Lubbock, Texas.

6. *City Council* means the City Council of the City of Lubbock, Texas.

7. *City Manager* means the City Manager of the City of Lubbock, Texas, or his or her designee.

8. *Credit* means an amount equal to 50 percent (50%) of the total projected cost of implementing the capital improvements plans in accordance with Sec. 395.014 of the Texas Local Government Code. (*Credit* is not an *offset or reduction*, defined below.)

9. *Effective date* means June 1, 2021, except for Sections 41.02.003(a)&(b) which shall be effective June 1, 2022.

10. *Facility Expansion* means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve New Development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

11. *Final plat approval* means the point at which the Owner has complied with all conditions of approval in compliance with the City of Lubbock Code of Ordinances and the plat has been released for filing with the County. This term applies to both original plats and replats.

12. *Impact Fee* means a charge or assessment imposed as set forth in this Chapter against New Development in order to generate revenue for funding or recouping the costs of Capacity Improvements or facility expansions necessitated by and attributable to the New Development.

The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction and any other fee that functions as described by this Chapter. The term is inclusive of both the maximum assessable Impact Fee and the Impact Fee collection rate as herein described. The term does not include:

a. Dedication of land for public parks or payment in lieu of the dedication to serve park needs;

b. Dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

c. Lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

d. Other pro rata fees for reimbursement of water or sewer mains or lines extended by the City.

An item included in the Capacity Plans may not be required to be constructed except in accordance with Section 395.019(2) of the Texas Local Government Code, and an Owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

13. *Land Use Assumptions* means a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

14. *Land Use Vehicle-Mile Equivalency Table* or *LUVMET* are tables set forth in the Impact Fee Study that provide the standardized measure of consumption or use of roadway facilities attributable to a New Development. The LUVMET expresses the number of service units consumed by each individual land use application as vehicle miles per development unit based on regionalized Lubbock values.

15. *Maximum Assessable Impact Fee* means the Impact Fee that is established for each service area computed by calculating the total projected costs of capital improvements necessitated by and attributable to New Development and subtracting a credit in accordance with the Texas Local Government Code Sec. 395.015. The Maximum Impact Fee shall be established and reflected in **Sec. 41.02.003** of this Chapter. The City may adopt an Impact Fee collection rate that is less than this amount, but in no instance shall the Impact Fee exceed the Maximum Assessable Impact Fee except by amendment of this Chapter.

16. *New Development* means a project involving the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the effect of increasing the requirements for capital improvements, measured by an increase in the number of service units.

17. *Owner* means an owner of real property, or an agent, employee, applicant or representative thereof who is authorized to act on the real property owner's behalf, or a person who is subject to and/or has paid an Impact Fee.

18. *Offset* means the amount of a reduction of an Impact Fee reflecting the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to administrative guidelines which value shall be credited on an actual cost basis against capital improvements. (*Offset* is not a "*credit*", defined above).

19. *Recoupment* means the imposition of an Impact Fee that shall be paid to the City for Capacity Improvements which the City has previously oversized to serve New Development.

20. *Reduction* means an amount of the Maximum Assessable Impact Fee that can be reduced in compliance with **Sec. 41.02.003(c)** of this Chapter.

21. *Roadway Facilities* means an arterial that has been designated on the adopted Master Thoroughfare Plan of the City, together with all necessary appurtenances (excluding rights-of-way). The term includes the City's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

22. *Service Area* means the area within the corporate boundaries of the City to be served by the capital improvements or facilities expansions specified in the capacity improvements plan. The map of City of Lubbock service areas adopted is contained within the Impact Fee Study, and incorporated herein.

a. For Water and Wastewater Impact Fees: one (1) service area covers the corporate limits of the City of Lubbock.

b. For Roadway Impact Fees: the term means the geographic area(s) within the City's corporate limits, which:

    i. Do not exceed six miles, and

    ii. In which Roadway Impact Fees shall be assessed for the cost of New Development.

23. *Service Unit* means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development, calculated in accordance with generally accepted engineering or planning standards, and based on historical data and trends applicable to the City during the previous ten (10) years. (For water and wastewater this is measured by meter size and for roadway this equals one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile").

24. *Site-Related Facility* means an improvement or facility which is for the primary use or benefit of a New Development, or which is for the primary purpose of safe and adequate provision of roadway, water, or wastewater facilities to serve the New Development, and which is not included in the capital improvements plan.

25. *System-Related Facility* is designated in the capacity improvements plan for purpose of Impact Fees. This term may include a capital improvement, which is located off-site, within, or on the perimeter of the development site.

26. *Wastewater Facility* includes, but is not limited to, a wastewater interceptor or main,

lift station or other facility or improvement used for providing wastewater collection and treatment included within the City's collection system for wastewater as illustrated on the City's master plan. This term includes land, easements, or structures associated with such facilities. This term excludes a site-related facility.

27. *Water Facility* includes, but is not limited to, a water interceptor or main, pump station, storage tank, or other facility or improvement used for providing water supply, treatment, and distribution service included within the City's water storage or distribution system as illustrated on the City's master plan. This term includes, but is not limited to, land, easements, or structures associated with such facilities. This term excludes site-related facilities.

ARTICLE 41.02 STUDY AND FEES ADOPTED

41.02.001. Study Adopted.

The Impact Fee Study dated October 6, 2020 is hereby approved, adopted, and incorporated herein for all purposes consistent with this Chapter.

41.02.002. Service Areas.

For Water and Wastewater Impact Fees the City is included as one (1) service area. For Roadway Impact Fees, the City is hereby divided into eight (8) service areas as shown on the official service area map identified within the adopted study. The official service area maps, which, together with all explanatory matter thereon, are hereby adopted by reference and declared to be a part of this chapter.

41.02.003. Impact Fees Adopted.

(a) A Wastewater Impact Fee shall be assessed and charged against New Development in the service area as set forth below.

Meter Size (Based on Water Meter)	Maximum Impact Fee	Collection Rate
1"	$562	$0
1.5"	$1,124	$0

2"	$1,798	$0
3"	$3,934	$0
4"	$6,744	$0
6"	$14,050	$0
8"	$26,976	$0
10"	$42,712	$0

(b) A Water Impact Fee shall be assessed and charged against New Development in the service area as set forth below.

Water Meter Size	Maximum Impact Fee	Collection Rate
1"	$576	$0
1.5"	$1,152	$0
2"	$1,843	$0
3"	$4,032	$0
4"	$6,912	$0
6"	$14,400	$0
8"	$27,648	$0
10"	$43,776	$0

(c) A Roadway Impact Fee shall be assessed and charged against New Development in the service areas as set forth below. The number of service units applicable are identified in the LUVMET table contained within the adopted study.

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)	Collection Rate Per Single Family	Collection Rate For Non-Single Family***
A	$878	$439.00	$439.00
B	$655	$327.50	$327.50
C	$825	$412.50	$412.50
D	$639	$319.50	$319.50
E	$994	$497.50	$497.50
F	$1,178	$589.00	$589.00
G	$23	$0	$0
H	$77	$0	$0

***** Impact Fee Reductions for Collection Rates.**

Roadway Impact Fees: Service Areas G & H shall receive a one hundred percent (100%) discount from the Maximum Impact Fee rate shown above in **Sec. 41.02.003(c)** for all land uses.

Roadway Impact Fees: All other Service Areas shall receive a fifty percent (50%) discount from the Maximum Impact Fee rate shown above in **Sec. 41.02.003(c)** for all land uses.

ARTICLE 41.03 REQUIREMENT AND ASSESSMENT

41.03.001. Impact Fees Required.

No final plat for New Development shall be released for recordation and no building permit shall be issued without the assessment and payment of applicable Impact Fees pursuant to this Chapter. Except as otherwise provided in this Chapter, no building permit shall be issued until the owner has paid the City of Lubbock all applicable Impact Fees due.

41.03.002. City Contribution on Projects Subject to Impact Fees.

The City shall be responsible for the cost delta of approved projects funded by collected impact fees in an amount ratable to the amount of impact fees collected by Service Area.

41.03.003. Assessment of Impact Fees

(a) Assessment of the Impact Fees for any New Development shall be based on the applicable Impact Fees per service unit in the applicable Service Area in effect at the time of assessment. No act by the City is required to assess Impact Fees.

(b) For a New Development which has received final plat approval before the effective date, assessment of Impact Fees shall occur on the effective date and shall be the amount of the Maximum Impact Fee. No Impact Fees shall be paid by New Development if the building permit is issued within one year after the effective date of the Chapter, except as provided for in **Sec. 41.05.001(b)** of this Chapter.

(c) For land that is not required to be platted at time of the application for a building permit or water meter, assessment of Impact Fees shall be assessed at the time of application for building permit or water meter and shall be the amount of the Maximum Assessable Impact Fee per Service Unit then in effect.

(d) For a New Development which has received final plat approval on or after the effective date of this Chapter, assessment of Impact Fees shall be assessed at the time of final approval of the final plat.

(e) After assessment of the Impact Fees attributable to a New Development, or execution of an agreement for payment of Impact Fees, additional Impact Fees or increases in fees may not be assessed against the tract unless, the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the Impact Fees to be assessed are limited to the amount attributable to the additional service units.

(f) The City Engineer, or his or her designee, shall compute the Impact Fees for New Development. The total amount of Impact Fees assessed for the New Development shall be attached to the development application, and payment of the Impact Fees shall be required as a condition of approval.

ARTICLE 41.04 CREDITS AND OFFSETS

41.04.001. Credits and Offsets Against Impact Fees.

The City may offset the improvements or funding for construction of any system facility included on the identified capacity plans that is required or agreed to by the City, pursuant

to rules established in this section and administrative guidelines. Any agreements entered into hereunder shall be subject to the approval of the City Council of the City of Lubbock.

(a) *General credit.* The City shall apply against assessed Impact Fees a credit equal to fifty percent (50%) of the total projected cost of implementing the capacity plan. This credit is already reflected in the Maximum Assessable Impact Fee.

(b) *Offsets by developer.* Before Impact Fees can be reduced by offsets authorized under this section, the owner of the property shall apply for offsets based on actual costs with the City. Unless an agreement specifies otherwise, an offset associated with a plat shall be applied when the first building permit is submitted and to each subsequent building permit application to reduce the Impact Fees due until the amount associated with the offset is exhausted.

(c) *Roadway offsets.* Any construction of, contributions to, or dedications of roadway facilities that are system-related facilities included on the identified capacity plans and that are agreed to or required by the City as a condition of development approval shall be offset against roadway facilities impact fees otherwise due from the development.

(d) *Water offsets.* Any construction of, contributions to, or dedications of water facilities that are system-related facilities included on the identified capacity plans and that are agreed to or required by the City as a condition of development approval shall be offset against water facilities impact fees otherwise due from the development.

(e) *Wastewater offsets.* Any construction of, contributions to, or dedications of wastewater facilities that are system-related facilities included on the identified capacity plans and that are agreed to or required by the City as a condition of development approval shall be offset against roadway facilities impact fees otherwise due from the development.

(f) *No offsets for rights-of-way or easements.* Rights-of-way and easements are not included in the study, and no offsets shall be granted for the dedication of rights-of-way or easements. Rights-of-way and easements are dedicated as required by the ordinances of the City, necessitated by and attributable to a New Development, and do not exceed the amount required for infrastructure improvements that are roughly proportionate to the New Development.

(g) *Master planned projects.* Master planned projects, including subdivisions containing multiple phases, and whether approved before or after the effective date of the impact fee regulations, may apply for offsets against impact fees for the entire project based upon improvements or funds toward construction of system facilities, or other capital improvements supplying excess capacity. Offsets shall be spent within the same Service Area utilizing a methodology approved by the City and be approved in an agreement.

ARTICLE 41.05 COLLECTION AND EXEMPTIONS

41.05.001. Collection of Impact Fees.

(a) Impact Fees shall be collected and paid at the time of issuance of a building permit or, application for a water meter, for a New Development.

(b) For a New Development that received final plat approval before the effective date, Impact Fees may not be collected on any service unit for which a valid building permit is issued within one year after the effective date of this Chapter; ***except*** additional Impact fees shall be assessed in accordance with **Sec. 41.03.002(e)** of this Chapter when:

1. A subsequent application(s) for a building permit is submitted more than one year after the effective date of this Chapter; and

2. The number of services units to be developed increases.

(c) For land that does not have to be platted, an Impact Fee may not be collected on any service unit for which a valid building permit is issued within one year after the effective date.

(d) The City shall compute the Roadway Impact Fees to be paid and collected for the New Development in the following manner:

1. Determine the number of development units for each land use category in the New Development using the land use equivalency table (LUVMET) then in effect.

2. Multiply the number of development units for each land use category in the New Development by the vehicle miles (per development unit) for each such land use category also found in land use equivalency table (LUVMET) then in effect to determine the number of service units attributable to the New Development.

3. The amount of Roadway Impact Fees to be collected shall be determined by multiplying the number of service units for the New Development by the Roadway Impact Fee per service unit for the applicable service area and applicable land use and shall be collected with the issuance of a building permit.

4. The amount of the Roadway Impact Fees to be collected shall be calculated as described in **Sec. 41.02.003(c)** of this Chapter.

5. If an agreement as described in **Sec. 41.04.001** of this Chapter providing for offsets is entered, the amount of the offsets based on actual costs shall be deducted from the Roadway Impact Fees as calculated above.

(e) Where an application for a building permit is for a "shell" or speculative building, the amount of the Roadway Impact Fee shall be calculated assuming that the entire building will be used as either "General Office", "Light Industrial", or "Shopping Center" as shown in the land use equivalency table (LUVMET). Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional Roadway Impact Fee shall be assessed and collected if the ultimate use is different from "General Office", "Light Industrial", or "Shopping Center".

(f) An applicant may submit an alternative service unit computation based upon a trip generation study as defined by the Institute of Transportation Engineers for the proposed land use not included in the land use equivalency table (LUVMET).

(g) The City may enter into a payment agreement for Impact Fees based on administrative guidelines. All Impact Fees shall be paid prior to the issuance of a building permit.

(h) The City shall compute the Water and Wastewater Impact Fees by water meter size. The amount of Water and Wastewater Impact Fees shall be collected as set forth in **Sec. 41.02.003(a) & (b)** of this Chapter.

41.05.002. Impact Fee Exemptions.

(a) Pursuant to Texas Local Government Code Chapter 395, a public school district is not required to pay an Impact Fee imposed under this Chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the City imposing the fees.

(b) Roadway Impact Fees will not be collected in Service Areas G and H.

(c) No additional Roadway Impact Fee shall be assessed for existing, occupied buildings that:

1. Are not being demolished;

2. Have a change of use; and

3. The total square footage is modified by less than 1,000 additional square feet.

(d) Affordable housing. Development that qualifies as affordable housing under 42 U.S.C. § 12745, as amended, and is participating in an affordable housing development program, is exempt from roadway impact fee collection. An applicant for affordable housing exemption shall make application for same by letter to the City Engineer or his/her designee. The letter shall describe the development, its location and number of

housing units, and shall include written verification from the responsible agency that the subject property is an active participant in an affordable housing development program as described above. If the fee is not paid and the affordable housing is not built or the development subsequently is not qualified as affordable housing, the City shall assess and collect the roadway impact fee that was applicable at the time of the issuance of the building permit(s) for the development.

(e) The City of Lubbock may spend funds from any lawful source to pay for all or part of the capital improvements or facility expansions to reduce the amount of impact fees.

41.06 ADMINISTRATION

41.06.001. Administration of Impacts Fees

(a) The Impact Fees collected within each service area may be used to finance, pay for or to recoup the costs of any capital improvements identified in the capacity plans for the service area, including the construction contract price, surveying and engineering fees.

(b) Impact Fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the capacity plans who is not an employee of the political subdivision.

(c) Impact Fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such capital improvements in the capacity plans.

(d) The City's Finance Department shall establish an account to which interest is allocated for each Service Area which interest earned on the Impact Fees shall be considered funds of the account and shall be used solely for the purposes authorized in this Chapter.

(e) The City's Finance Department shall maintain and keep financial records for Impact Fees which shows the source and disbursement of all fees collected in or expended from each Service Area to be provided in the semiannual report to the Capital Improvements Advisory Committee.

(f) The City will present the financial records for Impact Fees to the Capital Improvements Advisory Committee twice a year and shall be open for public inspection.

41.06.002. Impact Fees as Additional and Supplemental Regulation

Impact Fees established by this Chapter are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such Impact Fees are intended to be consistent with and to further the policies of Plan Lubbock 2040, the Master

Thoroughfare Plan, Water Master Plan, Wastewater Master Plan, the Land Development Code, and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land. This Chapter shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

41.06.003. Update to Plans and Revision of Fees.

The City shall update its Land Use Assumptions and Capacity plan based in accordance with Texas Local Government Code Chapter 395.

The collection rates in **Sec. 41.02.003** of this Chapter may be amended without revising the Land Use Assumptions and Capacity Plans at any time provided the public hearing process is followed as outlined in Texas Local Government Code Chapter 395 and collection rates do not exceed the Maximum Assessable Impact Fees. Any update to the collection rate or Impact Fee Ordinance shall require a public hearing following the process outlined with Texas Local Government Code Chapter 395, including a collection rate review by the CIAC. The City Council shall provide the CIAC with a minimum of sixty (60) days to review the requested ordinance changes. Any change to the impact fee collection rate shall go into effect six (6) months from the adoption date of the new collection rates.

41.06.004. Refunds, Rebates and Appeals

(a) *Refunds.* Upon payment of an Impact Fee any portion that is not expended in the Service Area within ten (10) years from the date of payment shall be refunded to the record owner of the property at the time the refund is paid in accordance with the Texas Local Government Code Sec. 395.025. Impact Fees shall be accounted for and expended on a first-in, first-out basis.

(b) *Rebates.* In the event that after six (6) months of paying an Impact Fee, no vertical construction has occurred, and a modified or new application has not been filed, the City shall, upon written request, rebate that amount to the record owner of the property for which the Impact Fee was paid. No interest shall be paid on the rebate. If no written request for rebate pursuant to this subsection has been filed within this period, no rebate shall become due.

(c) *Appeals.* The Owner for New Development may appeal the applicability or amount of the Impact Fee or the availability of Offsets or Refunds to the City Manager or his/her designee using the following:

1. *Burden of proof.* The burden of proof shall be on the owner to demonstrate that the owner is entitled to relief.

2. *Notice of appeal.* Within 30 days following the decision being appealed, the owner shall submit to the City Manager or his/her designee a written notice of appeal that states the basis for the appeal with particularity. To the extent the owner relies on any studies or other documents as evidence that the owner is entitled to relief, the owner shall submit such studies and documents with the notice of appeal.

3. *Resolution of appeal.* The City Manager or his/her designee will respond to the appeal within 30 days of receipt of completed appeal packet as described above.

4. *Consideration of Appeal by City Council.* Following the determination of the City Manager, the owner may petition the City Council. The petition of appeal to City Council shall be filed within 30 days of the City Manager or his/her designee's written decision on the appeal submitted in accordance with **Sec. 41.06.004(c)(2),** above. To the extent that the City Council's action on the appeal requires the owner to pay an impact fee, the owner shall promptly pay the impact fee within five (5) business days after the City Council's action on the appeal. The City Council's action on the appeal shall constitute the City's final decision on the matter appealed.

SECTION TWO. **THAT** the effective date of this ordinance shall be June 1, 2021, except for Sections 41.02.003(a)&(b) which shall have an effective date of June 1, 2022.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 13th day of October, 2020.

Passed by the City Council on second reading this 27th day of October, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

For Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

AsPassed_AmendOrd.ImpactFees
10.28.20

AI# 12329
Regular City Council Meeting 6. 1.
03/26/2024:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 0804-C, a request of Westar Commercial Realty for Cross Timber Land Holdings, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 219 and 301 Regis Street, located south of Regis Street and west of North Interstate 27, on 3.524 acres of land including Teal Addition, the south portion of the east 173.17 feet of Lot 5, and Teal Addition, the south portion of Lot 8, and the South portion of the west 86.73 feet of Lot 5 and approximately 2.40 acres of unplatted land out of Block A, Section 9, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC804-C Ordinance
ZC804-C_Report
ZC804-C Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 0804-C; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 219 AND 301 REGIS STREET, LOCATED SOUTH OF REGIS STREET AND WEST OF NORTH INTERSTATE 27, ON 3.524 ACRES OF LAND INCLUDING TEAL ADDITION, THE SOUTH PORTION OF THE EAST 173.17 FEET OF LOT 5 AND TEAL ADDITION, THE SOUTH PORTION OF LOT 8 AND THE SOUTH PORTION OF THE WEST 86.73 FEET OF LOT 5 AND APPROXIMATELY 2.40 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 9, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 0804-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **SF-2** to **HC** zoning district at **219 and 301 Regis Street, located south of Regis Street and west of North Interstate 27, on 3.524 acres of land including Teal Addition, the south portion of the**

east 173.17 feet of Lot 5 and Teal Addition, the south portion of Lot 8 and the South portion of the west 86.73 feet of Lot 5 and approximately 2.40 acres of unplatted land out of Block A, Section 9, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

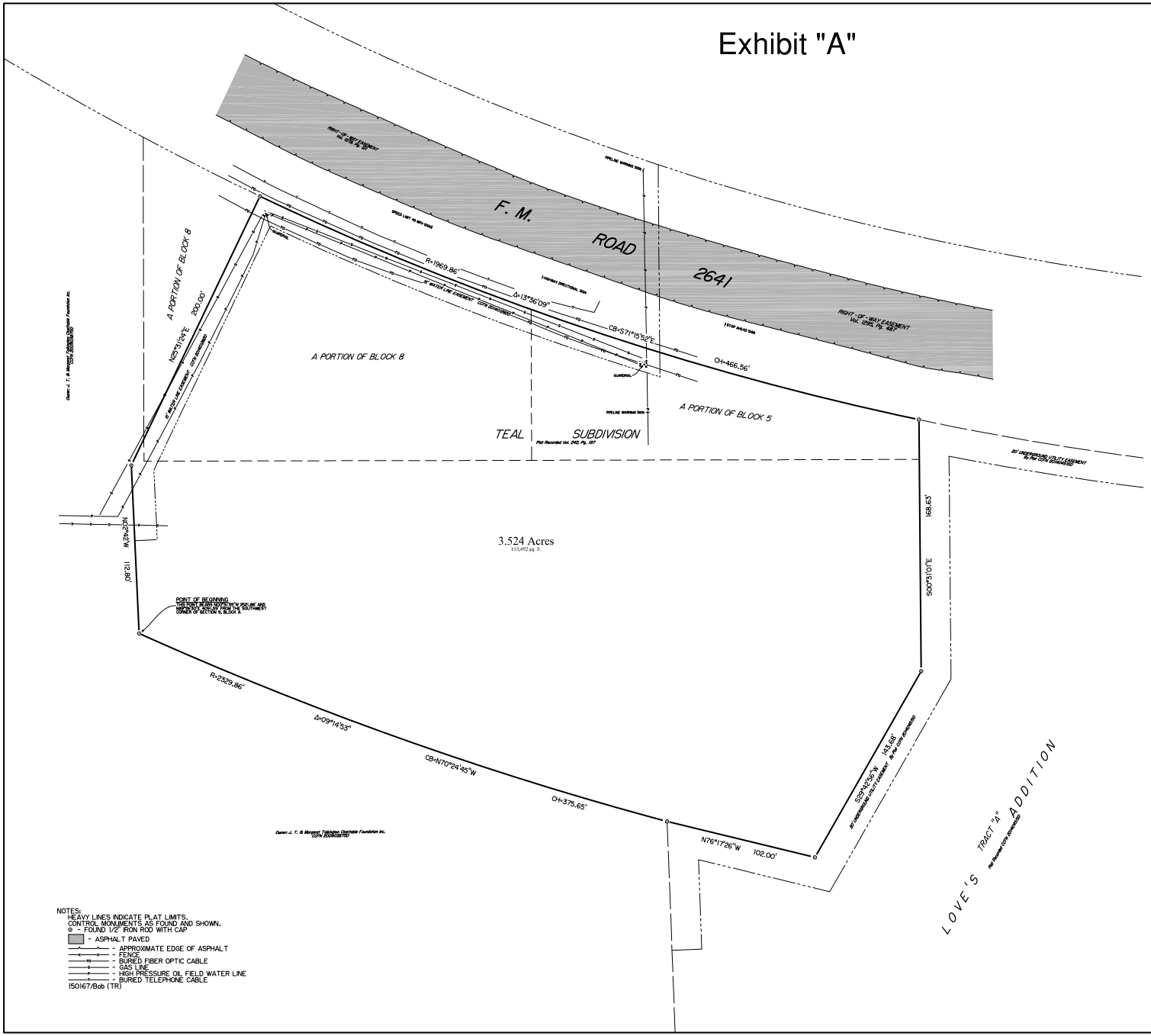
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC0804-C
March 7, 2024

Exhibit "A"



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
CONTROL MONUMENTS AS FOUND AND SHOWN.
o - FOUND 1/2" IRON ROD WITH CAP
- ASPHALT PAVED
- APPROXIMATE EDGE OF ASPHALT
- FENCE
- BURIED FIBER OPTIC CABLE
- GAS LINE
- HIGH PRESSURE OIL FIELD WATER LINE
- BURIED TELEPHONE CABLE
150167/Bob (TR)

PERIMETER SURVEY OF A 3.524 ACRE TRACT
LOCATED IN
SECTION 9, BLOCK A
LUBBOCK COUNTY, TEXAS

SAID 3.524 ACRE TRACT INCLUDES A PORTION OF BLOCKS 5 AND 8
TEAL SUBDIVISION
IN SECTION 9, BLOCK A, LUBBOCK COUNTY, TEXAS
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION
DEED THEREOF RECORDED IN VOLUME 242, PAGE 197
OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

N

GRAPHIC SCALE IN FEET 1"=50'
0 25 50 100 200 400

METES AND BOUNDS DESCRIPTION of a 3.524 acre tract of land located in Section 9, Block A, Lubbock County, Texas, said 3.524 acre tract includes a portion of Blocks 5 and 8, Teal Subdivision in Section 9, Block A, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 242, Page 197 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the Southwest corner of this tract which bears N. 00°31'39" W. a distance of 2521.88 feet and N. 89°26'30" E. a distance of 4091.59 feet from the Southwest corner of Section 9, Block A, Lubbock County, Texas;

THENCE N. 02°42' W. a distance of 112.80 feet to a 1/2" iron rod with cap found at the most Westerly Northwest corner of this tract;

THENCE N. 25°31'24" E. a distance of 200.00 feet to a 1/2" iron rod with cap found in the South line of a right-of-way easement as described in Volume 1278, Page 121 of the Deed Records of Lubbock County, Texas at the most Northerly Northwest corner of this tract;

THENCE Southeasterly, along said South easement line, around a curve to the left, said curve having a radius of 1969.86 feet, a central angle of 13°36'09", a chord bearing of S. 71°15'52" E. and a chord distance of 466.56 feet to a 1/2" iron rod with cap found at the most Northerly Northwest corner of Tract "A", Love's Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2014045150 of the Official Public Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE S. 00°31'01" E., along the Western boundary of said Tract "A", a distance of 168.63 feet to a 1/2" iron rod with cap found at a corner of said Tract "A" and the most Easterly Southeast corner of this tract;

THENCE S. 29°42'56" W., continuing along the Western boundary of said Tract "A", a distance of 143.68 feet to a 1/2" iron rod with cap found at a corner of said Tract "A" and the most Southerly Southeast corner of this tract;

THENCE N. 76°17'26" W., continuing along the Western boundary of said Tract "A", a distance of 102.00 feet to a 1/2" iron rod with cap found at the most Westerly Northwest corner of said Tract "A" and a point of intersection of this tract;

THENCE Northwesterly, around a curve to the right, said curve having a radius of 2329.86 feet, a central angle of 09°14'53", a chord bearing of N. 70°24'45" W. and a chord distance of 375.65 feet to the Point of Beginning.

Contains: 153,492 square feet.

Bearings are relative to the West right-of-way line of Interstate Highway No. 27, previously surveyed and recognized as being S. 03°23'04" E.

TITLE COMMITMENT
No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

UTILITY WARNING
The underground utility locations and information shown hereon has been located from field survey observations and correspondence with the respective utility entities. The surveyor makes no guarantee that the underground utility locations and information shown hereon comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities.

This survey and all information hereon is for the exclusive use of KVN Holdings Lubbock, LLC and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
February 17, 2015
Revised March 10, 2015 to include the adjacent portion of Block 5, Teal Subdivision.

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
CIVIL ENGINEERS
LUBBOCK, TEXAS 79401
PHONE (806) 762-0299
FAX (806) 762-0398

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Planning Department
City of Lubbock

Staff Report	Zone Case 0804-C
City Council Meeting	March 26, 2024

Applicant Westar Commercial Realty

Property Owner Cross Timber Land Holdings, LLC

Council District 1

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2536: The subject properties were annexed into the City limits and zoned Transition District (T).
- April 6, 1960, Zone Case 0804, Ordinance No. 3093: The subject properties were rezoned from T to Single-Family District (R-1).
- April 24, 2014, Zone Case 2824-A, Ordinance No. 2014-O0050: The subject property was part of a larger zone change request from R-1 to Interstate Highway Industrial District (IHI) on a total of 16.6 acres. The City Council removed the subject property from the request before the second reading of the ordinance and only approved the IHI zoning on the remaining 12.5 acres.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties were rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 0804-C: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from SF-2 to Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The north portion of the subject properties was platted as Teal Subdivision, Section 9, Block A, Lots 5 and 8 on April 6, 1940. The remainder of the properties are unplatted. Overall, the properties remain vacant.

Adjacent Property Development

The properties to the north are zoned SF-2, vacant and Neighborhood Commercial District (NC) developed with a restaurant. To the east, the property is zoned Industrial Park District (IP) and is developed with a truck stop. To the south and west, the properties are zoned SF-2 and remain vacant.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 219 and 301 Regis Street, located south of Regis Street, and west of North Interstate 27. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC).**

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately sized lots for dwellings on public utilities. Any open space is located on private lots.
B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Heavy Commercial (HC) District zoning is, "… to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Regis Street. The Master Thoroughfare Plan, 2018, designates Regis Street, as a Principal Arterial. Arterial streets are continuous routes whose function is to serve the high-volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area, is appropriate adjacent to the current land uses, and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for "Commercial" land uses. The proposed zone change to HC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent land uses and zoning to the north and east, near a retail node, and fronting along an Arterial Street.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriately adjacent to the nearby land uses.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and may need additional public improvements to support the intensity of uses described in the Heavy Commercial (HC) District, as a portion of the properties are unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 0804-C

Allowable Uses: Heavy Commercial (HC)

Transportation: The proposed development has an access point from Regis Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Regis Street, Principal Arterial, Partially Completed	R.O.W. 120 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 1

3.1 Zone Case 804-C: Westar Commercial Realty for Cross Timber Land Holdings, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 219 and 301 Regis Street, located south of Regis Street and west of North Interstate 27, on 3.524 acres of land including Teal Addition, the south portion of the east 173.17 feet of Lot 5, and Teal Addition, the south portion of Lot 8 and the South portion of the west 86.73 feet of Lot 5 and approximately 2.40 acres of unplatted land out of Block A, Section 9.

PLANNER ASHLEY PADILLA stated there were twelve (12) notifications sent out and none returned. Staff shared the location of the property, including pictures and maps, and discussed the surrounding properties. Staff recommends approval of the request.

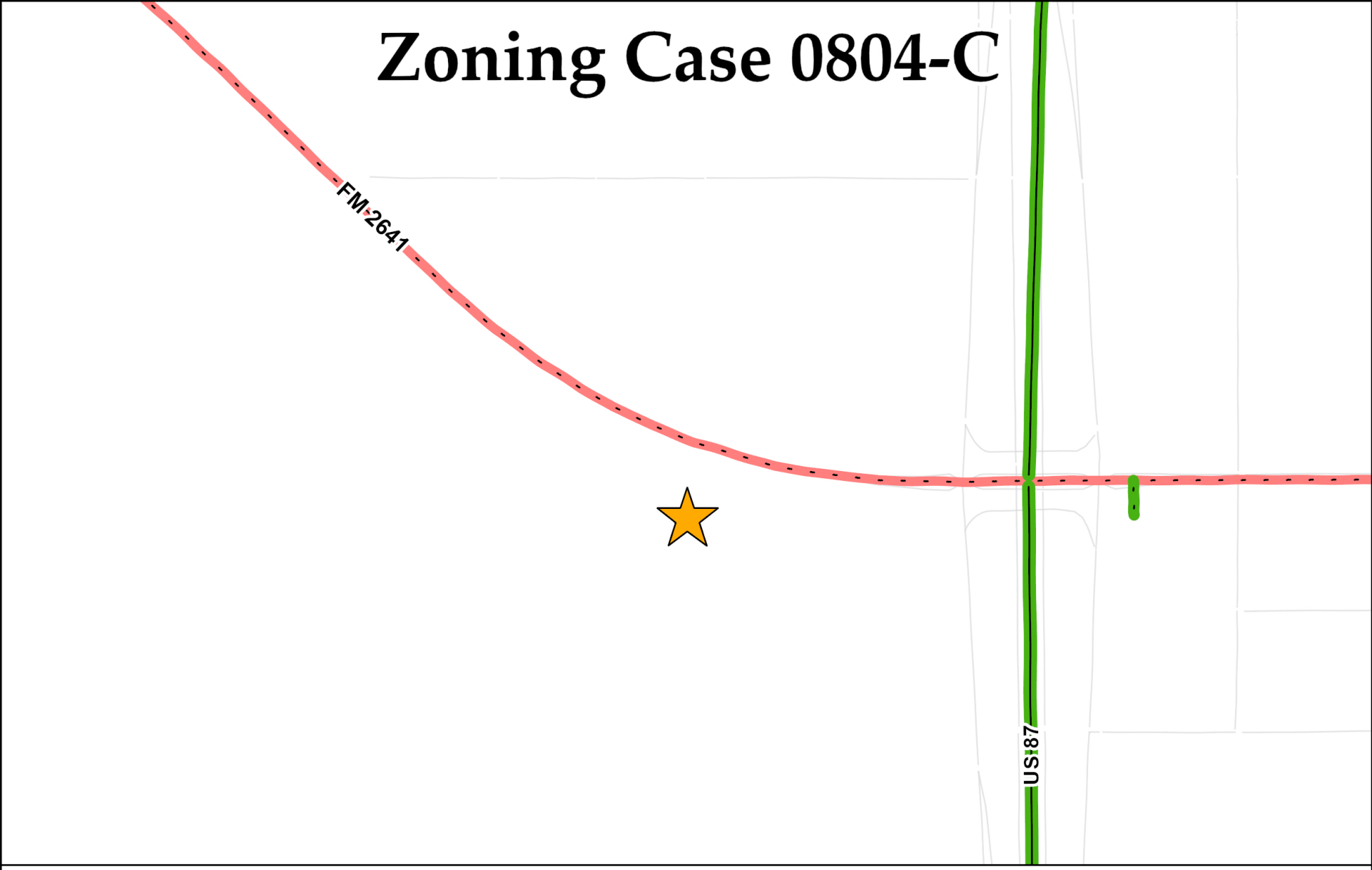
APPLICANT KEVIN WATT, 5709 79th Street, representing Westar Commercial Realty, advised they are requesting the zone change in order to sell the property at a later date.

No one spoke in favor or in opposition to the request.

JORDAN WHEATLEY advised there are other commercial uses nearby and this would be a nice addition to the area. **CHAIR BELL** agreed.

In the matter of **Zone Case 804-C**, a motion was made by **TANNER NOBLE** and seconded by **ZACH SAWYER** to approve the zone case. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 0804-C

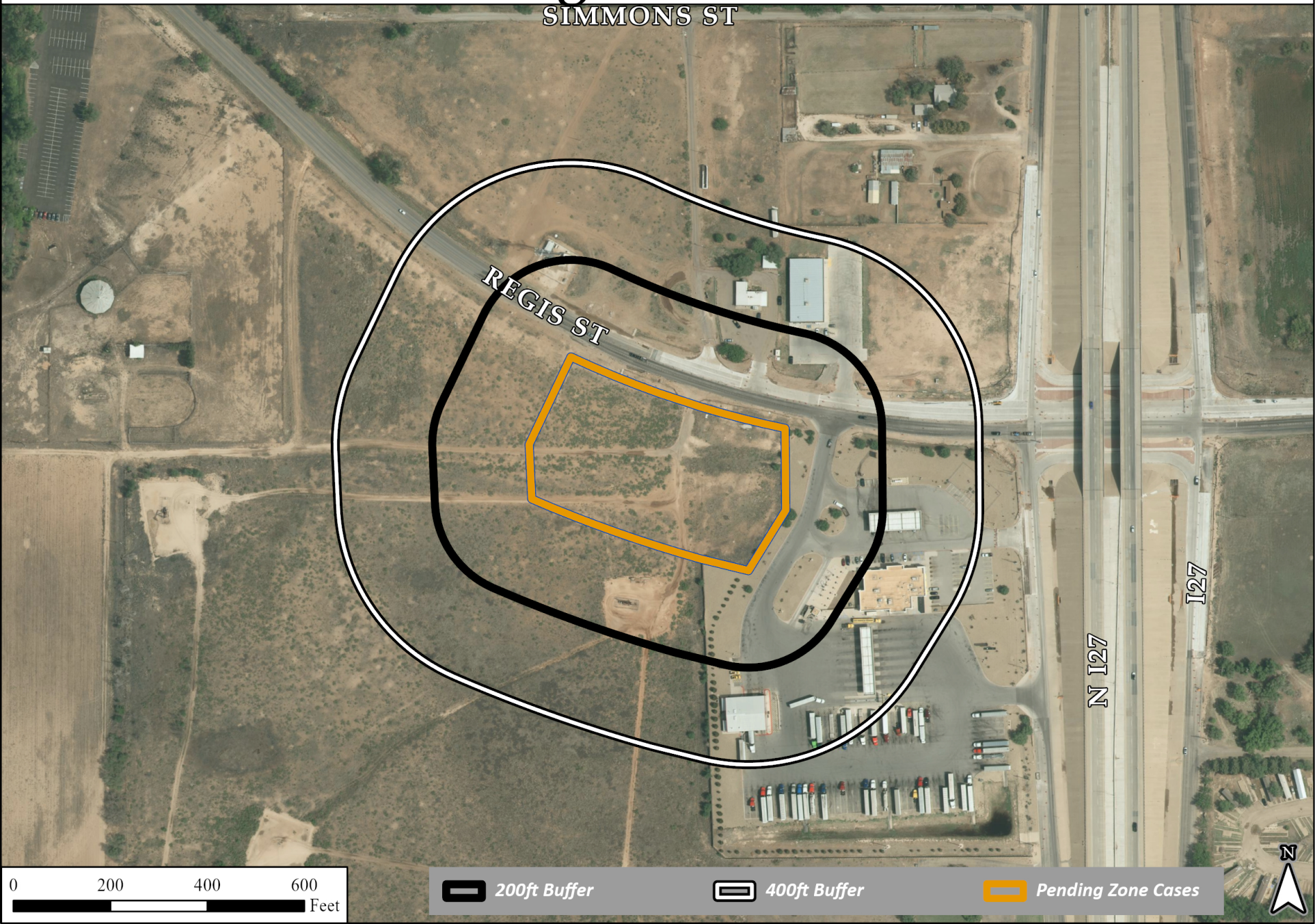


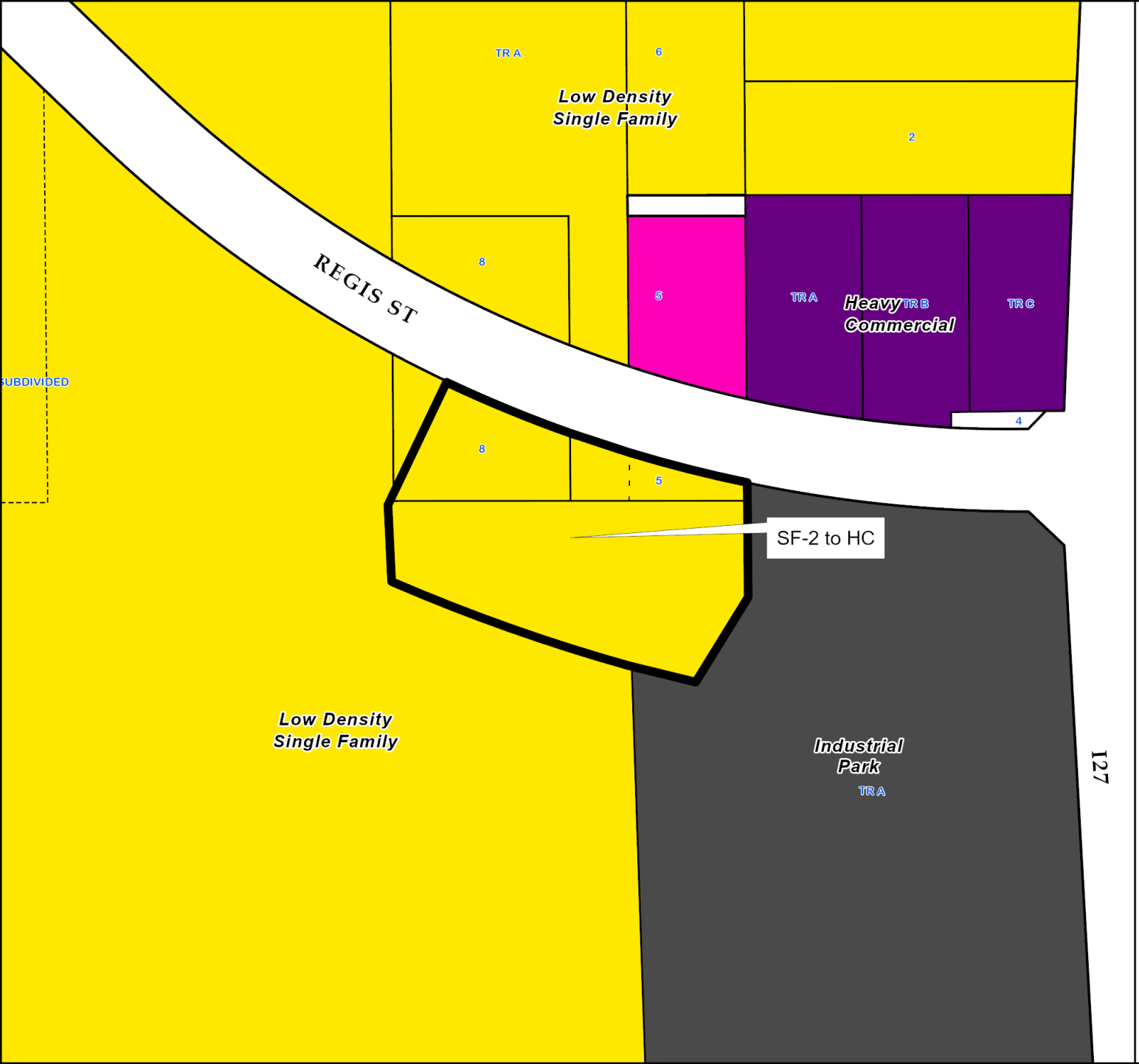
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: February 2024

Zoning Case 0804-C





Current Zoning
0804-C

Zoning Districts

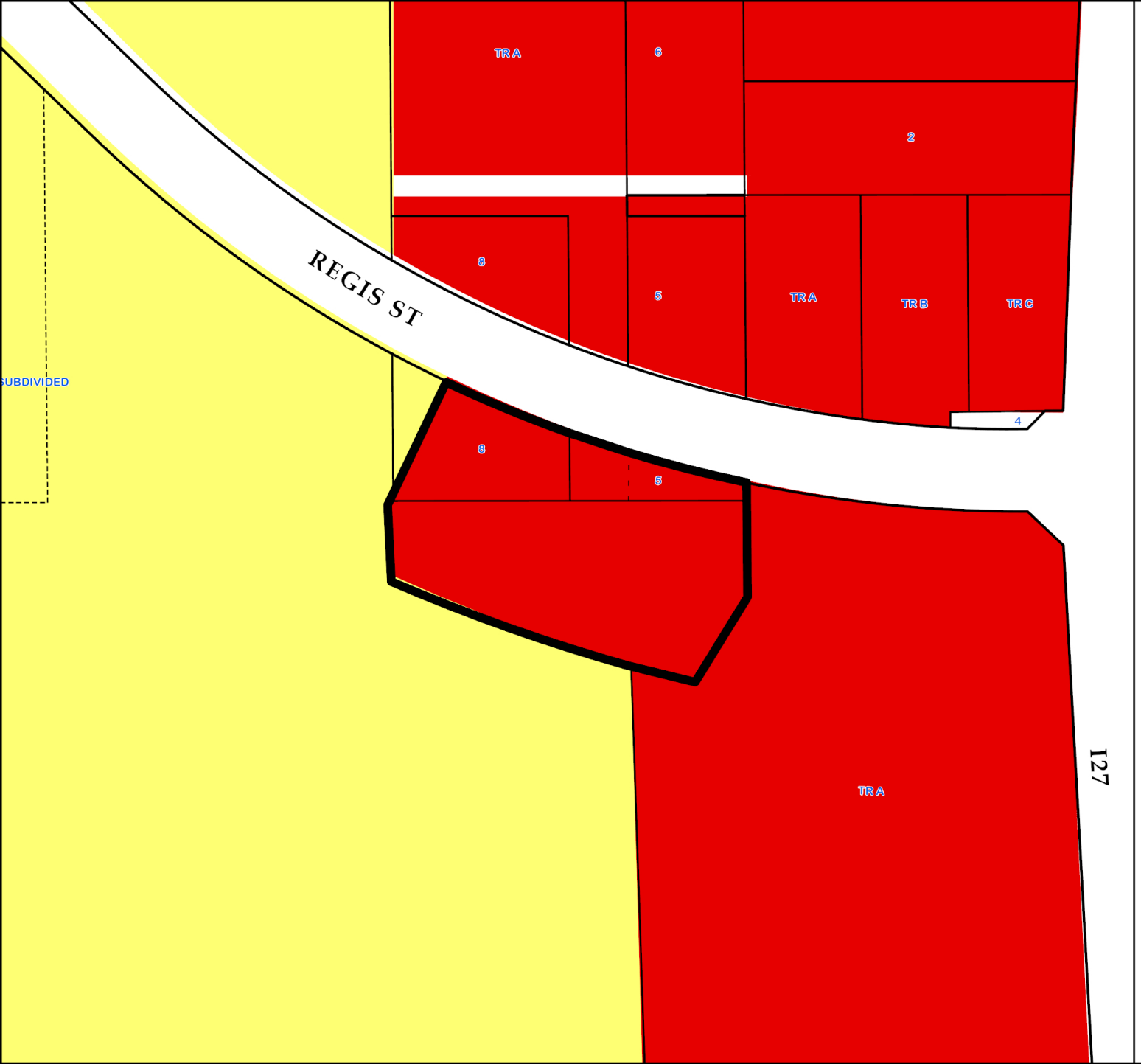
- Heavy Commercial (HC)
- Industrial Park (IP)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024



Future Land Use Plan
Case 0804-C

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

0804-C

Subject property. View to the south.

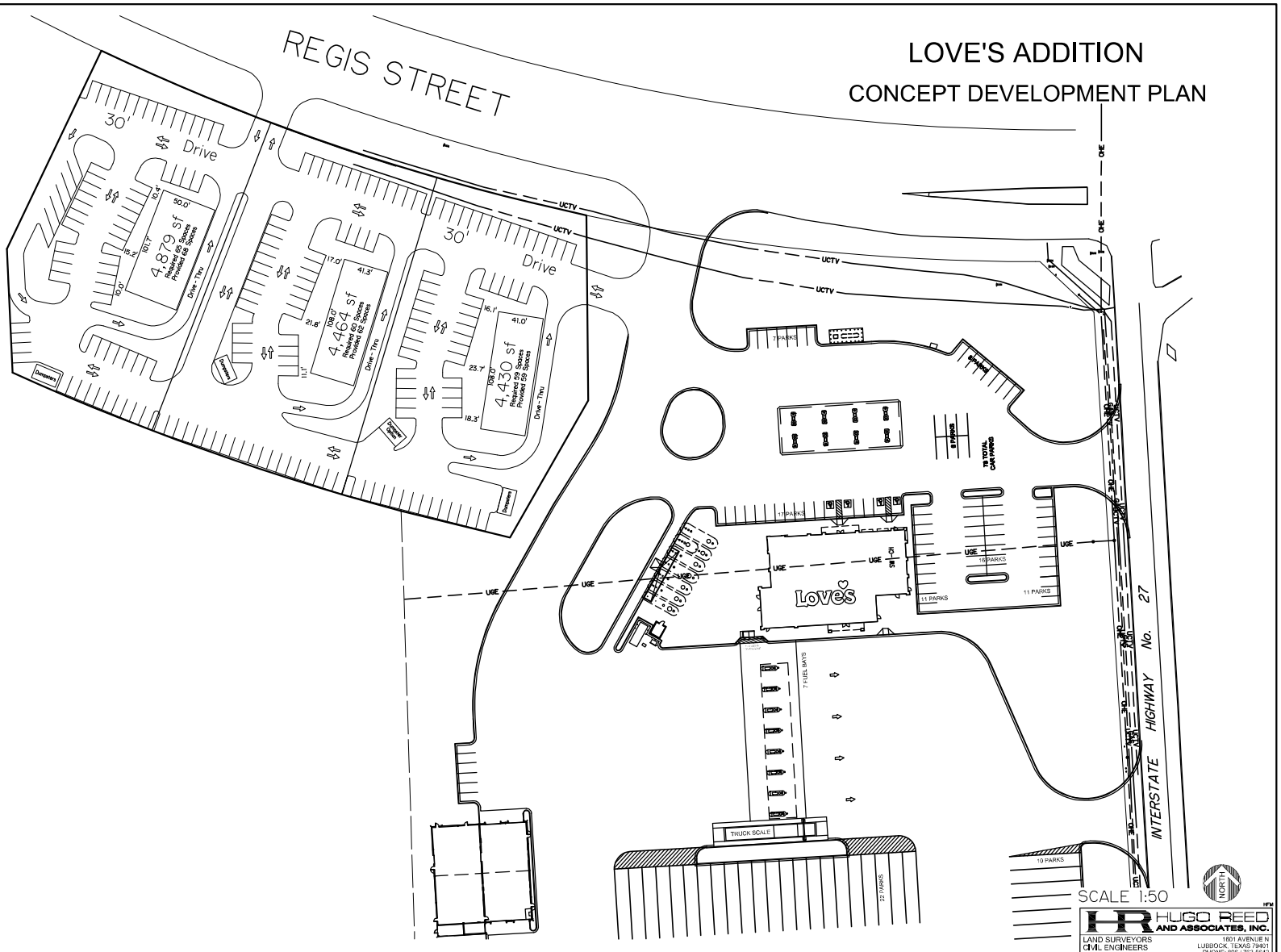
View to the west.

View to the north.

View to the east.

LOVE'S ADDITION

CONCEPT DEVELOPMENT PLAN



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-0642
FAX: 806 / 763-3891

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: I-27 and Regis St.

Lots/Tracts:

Survey & Abstract: See Attached Survey

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 3.52

Existing Land Use: Vacant Land Existing Zoning: Low Density Residential

Requested Zoning: Heavy Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Westar Commercial Realty

Name: Kevin Watt

Address: 4418 74th Suite #65 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-778-5072 Email: Kevin@lubbockwestar.com

Applicant's Signature:

Date: 1-30-24 Printed Name: Kevin Watt

Owner Information

Firm Name: Cross Timber Land Holdings LLC

Owner: Tyler Peglow

Address: 3207 Bryan St. City: Dallas State: TX

ZIP Code: 75204 Telephone: 573-268-6376 Email: tpeglow04@gmail.com

Property Owner's Signature: Tyler Peglow

Date: Printed Name: Tyler Peglow

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Cross Timber Land Holdings LLC

City of Lubbock Planning and Zoning Department
P.O Box 2000
Lubbock, TX 79457

Dear Members of the Planning and Zoning Department,

I am writing to formally request a zoning change for the property located adjacent to Love's Truck Stop at I-27 & Regis St. from its current designation of low-density residential to heavy commercial zoning. The purpose of this request is to align the zoning with the evolving nature of the surrounding area, particularly the adjacent property, which is a Love's Truck Stop, and to enable the property's optimal use for commercial and retail purposes.

The property in question benefits from a cross-access agreement with Love's Truck Stop. This agreement allows for seamless connectivity and coordination between the two properties, presenting a unique opportunity for the expansion of commercial activities in the vicinity. Given the strategic location and the existing cross-access agreement, heavy commercial zoning would be more congruent with the surrounding land use and contribute positively to the economic growth of the area.

The reasons for this request are as follows:

1. **Adjacent Land Use:** The Love's Truck Stop next door operates as a commercial and retail establishment, creating an incongruence with the current low-density residential zoning of our property. A zoning change to heavy commercial would better align with the existing land use patterns.
2. **Cross Access Agreement:** The cross-access agreement in place ensures a harmonious relationship between the two properties. This synergy supports the logical extension of heavy commercial zoning to our property.
3. **Economic Development:** A zoning change to heavy commercial would facilitate the development of the property for commercial and retail purposes, contributing to the economic development of the area and potentially attracting further investment.

We respectfully request your favorable consideration of this zoning change request. We believe that this change will not only enhance the value of the property but also contribute positively to the economic development goals of the City of Lubbock.

Thank you for your time and attention to this matter. We look forward to the opportunity to discuss this request further and address any questions or concerns that the Planning and Zoning Department may have.

Sincerely,

Tyler Peglow
Tyler Peglow
Cross Timber Land Holdings LLC – Managing Member
Tpeglow04@gmail.com
573-268-6376

AI# 12330
Regular City Council Meeting
03/26/2024:

6. 2.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 2565-G, a request of DLC Designs, LLC for JGK, LLC, for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at 2728 and 2730 Texas Avenue, located west of Texas Avenue and north of 29th Street, Texas Avenue Addition, Block 1, Lots 1 and 2, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC2565-G_Ordinance
ZC2565-G_Report
ZC2565-G Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2565-G; A ZONING CHANGE FROM HC TO NC ZONING DISTRICT AT 2728 AND 2730 TEXAS AVENUE, LOCATED WEST OF TEXAS AVENUE AND NORTH OF 29TH STREET, TEXAS AVENUE ADDITION, BLOCK 1, LOTS 1 AND 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2565-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **HC** to **NC** zoning district at **2728 and 2730 Texas Avenue, located west of Texas Avenue and north of 29th Street, Texas Avenue Addition, Block 1, Lots 1 and 2,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2565-G
March 7, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 2565-G
City Council Meeting	March 26, 2024

Applicant DLC Designs, LLC

Property Owner JGK, LLC

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- April 22, 1909, Ordinance No. V1 P12: The subject property was established as part of the original City limits.
- March 13, 1941, Ordinance No. 661: The subject property was zoned Light Manufacturing District (M-1).
- May 22, 1952, Zone Case 350, Ordinance No. 1217: The subject property was rezoned from M-1 to Commercial District (C-4).
- August 14, 1986, Zone Case 2565, Ordinance No. 8947: The subject property was rezoned from C-4 to Interstate Highway Commercial District (IHC).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from IHC to Heavy Commercial District (HC) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 2565-G: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from HC to Neighborhood Commercial District (NC) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was originally platted as Texas Avenue Addition, Block 1, Lots 1 and 2 on April 24, 1939. The property is currently undeveloped vacant land.

Adjacent Property Development
The properties to the north, south and west are vacant commercial buildings zoned Heavy Commercial (HC). To the east is Heavy Commercial (HC) zoning developed with a commercial building.

Item Summary
The subject property is located at 2728 and 2730 Texas Avenue, located west of Texas Avenue and north of 29th Street, Texas Avenue Addition, Block 1, Lots 1 and 2. The applicant is requesting to rezone the property from Heavy Commercial District (HC) to Neighborhood Commercial District (NC).

Current zoning: **Heavy Commercial District (HC)**

Requested zoning: **Neighborhood Commercial District (NC)**

Purpose Statements
The purpose of Heavy Commercial District "is to provide or development of heavy vehicle repair, wholesale trade, warehousing and freight movement uses that typically are characterized by outside storage of materials

or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered.

The purpose of Neighborhood Commercial District "is to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses.

Traffic Network/Infrastructure Impacts
The location is along Texas Avenue which is designated as a Collector Street, by the Master Thoroughfare Plan, 2018. Collector streets provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The subject property is located on Texas Avenue and near I-27 and surrounded by commercially zoned districts. The zoning change to Neighborhood Commercial District (NC) will not change the surrounding area or the character of the existing development.

Conformance with the Comprehensive Plan Principles and Future Land Use Map
The future land use map designates this property for commercial land uses. The proposed zone change to NC would be in conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning of NC, but would require rezoning to meet width standards of NC zoning prior to related building permits being issued.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2565-G

Allowable Uses: Neighborhood Commercial (NC)

Transportation: The proposed development has point of access from Texas Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Texas Avenue, *Collector Street, Completed*	R.O.W. 30 feet, two-lane, undivided, paved	R.O.W. 20 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

3.2 **Zone Case 2565-G:** DLC Designs, LLC for JGK, LLC, request for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at:

- 2728 and 2730 Texas Avenue, located west of Texas Avenue and north of 29th Street, Texas Avenue Addition, Block 1, Lots 1 and 2.

PLANNER GREG HERNANDEZ stated there were eighteen (18) notifications sent out and none returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

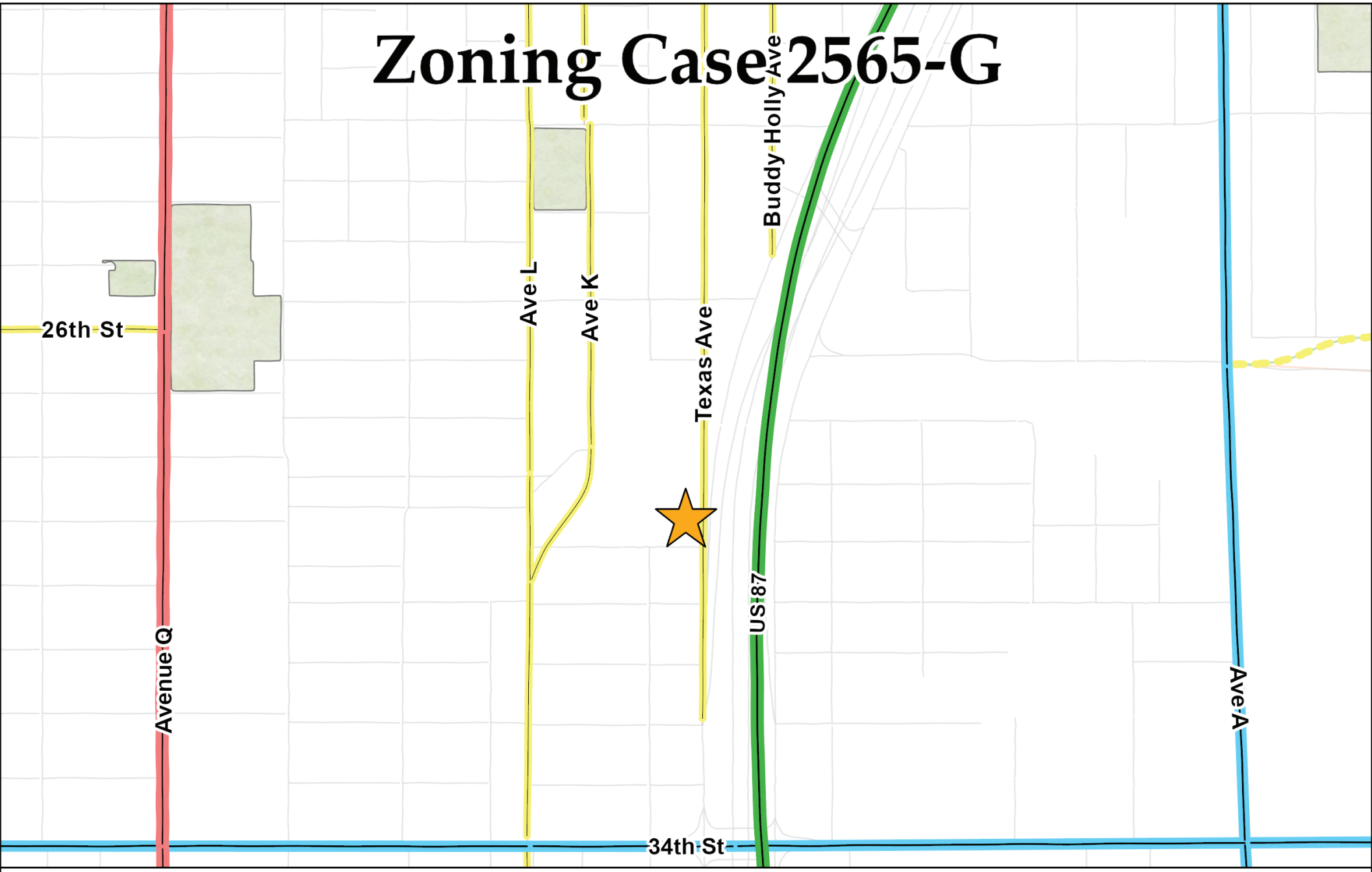
TANNER NOBLE asked why the zone change was needed. **MR. HERNANDEZ** advised the UDC requires a minimum lot width of 100 feet in the HC District and the property does not meet that requirement.

APPLICANT AMANDA KING, 1318 North King Avenue, with DLC Designs, LLC, advised the lot width does not meet the requirement, which is the reason for the request.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2565-G**, a motion was made by **BRANDON HARDAWAY** and seconded by **JORDAN WHEATLEY** to approve the zone case as presented. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration

Zoning Case 2565-G



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
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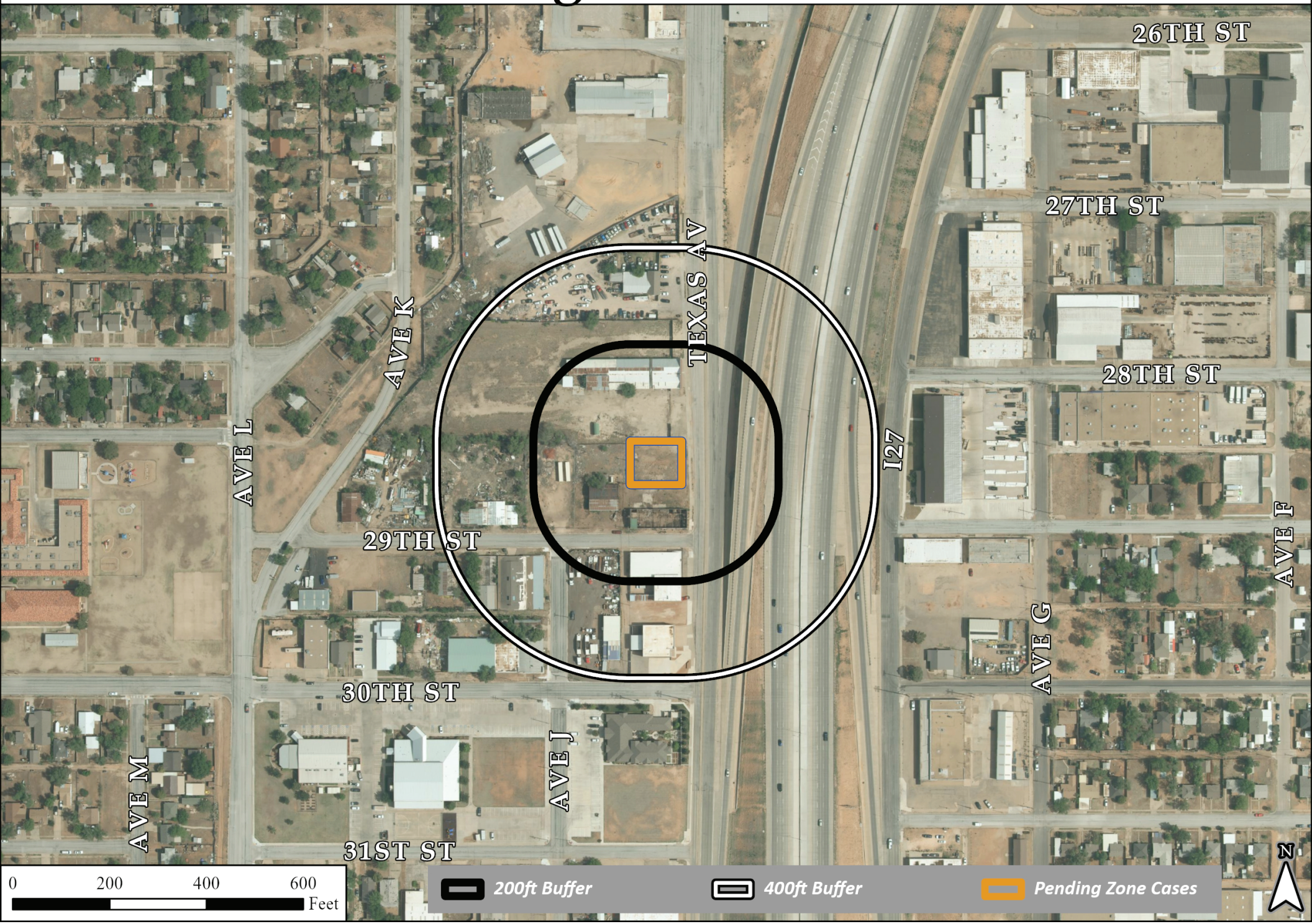
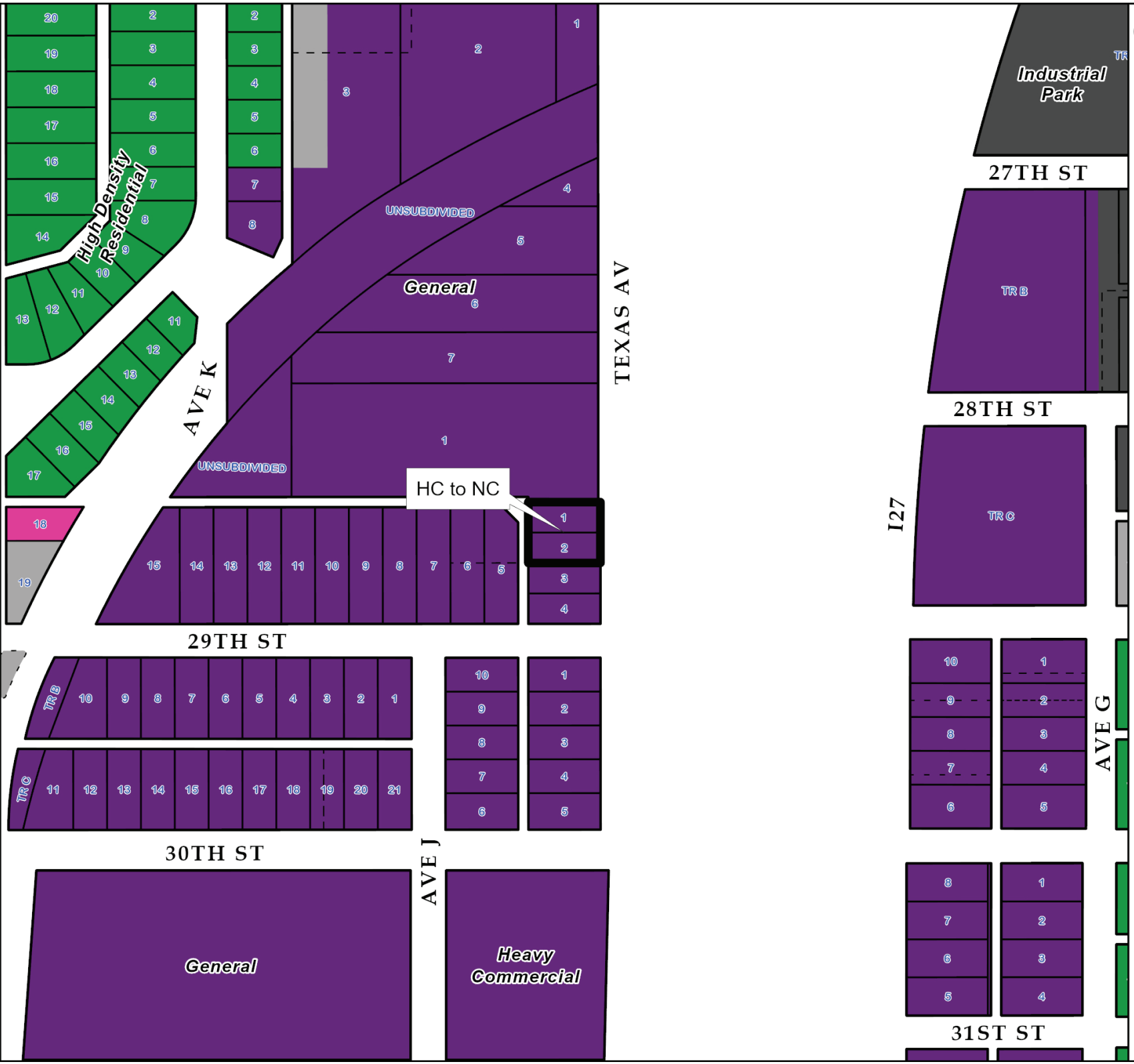
Date Exported: February 2024

Zoning Case 2565-G





Current Zoning
2565-G

Zoning Districts

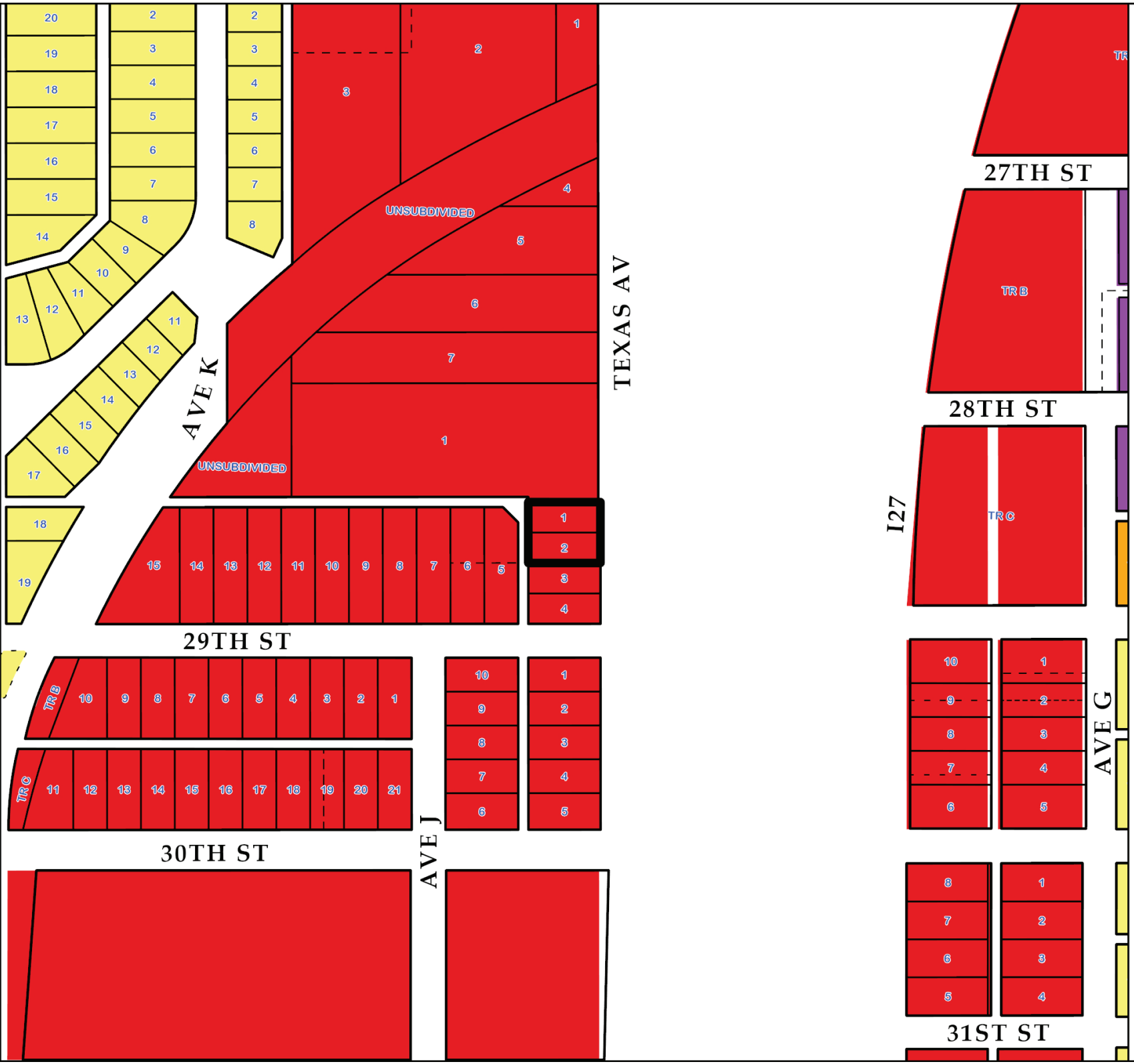
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Industrial Park (IP)
- Light Industrial (LI)
- Neighborhood Commercial (NC)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024



Future Land Use Plan
Case 2565-G

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

2565-G

View of subject property to the west.

View to the east.

View to the south.

View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2728 & 2730 TEXAS AVENUE

Lots/Tracts: TEXAS AVE BLK 1 LOTS 1 & 2

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: _____

Existing Land Use: VACANT Existing Zoning: HC

Requested Zoning: NC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: DLC DESIGNS, LLC

Name: AMANDA J KING

Address: 1318 N KING AVE City: LUBBOCK State: TX

ZIP Code: 79403 Telephone: 806.518.0207 Email: amanda.dlcdesigns@gmail.com

Applicant's Signature: Amanda J King

Date: 1/31/2024 Printed Name: AMANDA KING

Owner Information

Firm Name: JGK, LLC

Owner: JOHN KIOSIS Kiousis JK

Address: 3404 CR 7610 City: LUBBOCK State: TX

ZIP Code: 79423 Telephone: (806)786-5300 Email: johnkiousis@aol.com

Property Owner's Signature: _____

Date: 1/31/2024 Printed Name: JOHN KIOSIS Kiousis JK

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 3497, a request of Martin Meza for Beatriz Torres, for a Neighborhood Infill Overlay District (NIO) on property zoned Low Density Single-Family District (SF-2), at 2402 East 29th Street, located south of East 29th Street and east of Walnut Avenue, Manhattan Heights Addition, Lot 249, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended denial of the request by a vote of 1-7-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC3497_Ordinance
ZC3497_Report
ZC3497_Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3497; A ZONING CHANGE FROM SF-2 TO SF-2 WITH NIO ZONING DISTRICT AT 2402 EAST 29TH STREET, LOCATED SOUTH OF EAST 29TH STREET AND EAST OF WALNUT AVENUE, MANHATTAN HEIGHTS ADDITION, LOT 249, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation, with the Commission recommending denial of the proposed changes in zones and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety, and general welfare to make the proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; and **NOW THEREFORE:**

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

ZONE CASE NO. 3497

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **SF-2** to **SF-2 with NIO** zoning district at **2402 East 29th Street, located south of East 29th Street and east of Walnut Avenue, Manhattan Heights Addition, Lot 249**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3497
March 7, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 3497
City Council Meeting	March 26, 2024

Applicant Martin Meza

Property Owner Beatrice Torres

Council District 2

Recommendations
- Staff recommends Denial of this request.

Prior Board or Council Action
- April 9, 1953, Ordinance No. 1339: The subject property was annexed into city limits.
- November 24, 1953, Zone Case 457, Ordinance No. 1486: The subject property was zoned Single-Family District (A).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Single-Family District (R-1) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 3497: The Planning and Zoning Commission recommended denial of a request for a Neighborhood Infill Overlay District (NIO) on property zoned Low Density Single-Family District (SF-2) by a vote of 1-7-0.

Notification Summary
- Notifications Sent: 78
- Received In Favor: 2
- Received In Opposition: 2

Site Conditions and History
This property was platted as Manhattan Heights Addition, Lot 249 on April 7, 1960. The structure on the property was built in 1960 as well.

Adjacent Property Development
The surrounding properties are single family homes and are zoned Low Density Single-Family District (SF-2).

Zoning Request and Analysis
Item Summary
The subject property is addressed as 2402 East 29th Street, located south of East 29th Street and east of Walnut Avenue. The applicant is requesting a Neighborhood Infill Overlay District (NIO) in order to permit a new accessory dwelling unit on property with a lot area less than 10,000 square feet.

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Neighborhood Infill Overlay District (NIO)**

Intent Statements
The purpose of the Low Density Single-Family (SF-2) district is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection."

The intent of the proposed Neighborhood Infill Overlay District is "…to promote infill and redevelopment that ensures compatibility between uses, encourages and protects future development, and promotes, stabilizes, and enhances a neighborhood."

Traffic Network/Infrastructure Impacts
The location is along East 29th Street and Walnut Avenue which are both designated as Local Streets. Local Streets provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed Neighborhood Infill Overlay District (NIO) would not be compatible with the surrounding property as the surrounding area is built out and the purpose of the request does not pertain to infill or redevelopment.

Conformance with Zoning Ordinance
The proposed NIO is not in conformance with the zoning ordinance. The NIO would permit an accessory dwelling unit on a lot of 6,000 square feet or greater. Otherwise, the accessory dwelling unit would only be permitted on lots of 10,000 square feet or greater.

Suitability of Property for Allowed Uses
The property is suitable for the proposed residential use, though a total of 3 off-street parking spaces would be required as there is currently only one provided.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Location Map
E. Aerial Map
F. Zoning Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3497

Allowable Uses: Low Density Single-Family District (SF-2) with a Neighborhood Infill Overlay (NIO)

Transportation: The proposed development has points of access from East 29th Street and Walnut Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East 29th Street, Local Street, Complete	R.O.W. 35 feet, 2 lane, undivided, paved.	R.O.W. 35 feet, 2 lane, undivided, paved.
Walnut Avenue, Local Street, Complete	R.O.W. 35 feet, 2 lane, undivided, paved.	R.O.W. 35 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 2

3.3 Zone Case 3497: Martin Meza for Beatriz Torres, request for a Neighborhood Infill Overlay District (NIO) on property zoned Low Density Single-Family District (SF-2), at:

- 2402 East 29th Street, located south of East 29th Street and east of Walnut Avenue, Manhattan Heights Addition, Lot 249.

PLANNER SHANE SPENCER stated there were seventy-eight (78) notifications sent out with two (2) returned in favor and two (2) returned in opposition. Those opposed expressed concerns regarding an increase in trash and lack of parking. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends denial of the request.

ZACH SAWYER asked if the accessory dwelling unit was new. **SHANE SPENCER** advised it does appear to be a garage that has been converted into a dwelling unit.

APPLICANT MARTIN MEZA, 2409 Hickory Avenue, representing Ms. Torres, advised the project to turn the garage into a dwelling unit was underway when Ms. Torres purchased the property. They now need permission to finish the conversion to a dwelling unit. No one has been living in the structure and it has been vacant. Ms. Torres does not currently live on the property. It will have a restroom, kitchen, and two bedrooms. There is a renter currently living in the main home on the property.

MS. CAGE asked if there is enough room to add the additional required parking spaces. **MR. MEZA** advised there is room.

PLANNING DIRECTOR KRISTEN SAGER advised that a two-car, off-street parking requirement is a standard requirement for each residential property. However, the subject property shows to only have one off-street space. Approval of an accessory dwelling unit requires a third off-street parking space, so the applicant would have to provide two additional paved spaces. **MR. MEZA** replied they could meet the requirement.

TANNER NOBLE asked staff whether the recommendation of denial was related, not to the lot size or parking requirements, but rather the Overlay request. **SHANE SPENCER** replied the Overlay is the reason for recommending denial.

OPPOSED – **KATHYL ANDERSON**, 2914 Ute Avenue, advised this request will bring more traffic and on-street parking. This is not the type of new development they need in this neighborhood.

OPPOSED – **ROSE WILLIAMS**, 2122 East 30th Street, advised this building used to be an open garage.
There are many homes that are not requesting permission in this neighborhood. A daycare is run out of her neighbor's house with 10 to 15 kids. There is a lot of traffic blocking the driveways and congesting the streets. Some people put trailer homes in the rear of the properties to live in.
No one spoke in favor of the request.

JORDAN WHEATLEY advised if someone is trying to make the property better and can meet the parking requirement, then he is in favor. The structure has clearly been there a long time. It looks like it would work.

ZACH SAWYER asked if there was no other option for the applicant to get the project going but to request an Infill Overlay. **DIRECTOR KRISTEN SAGER** advised they could request a variance to vary the minimum lot area requirement, but it is much harder to meet the requirements necessary to get an approval on a variance.

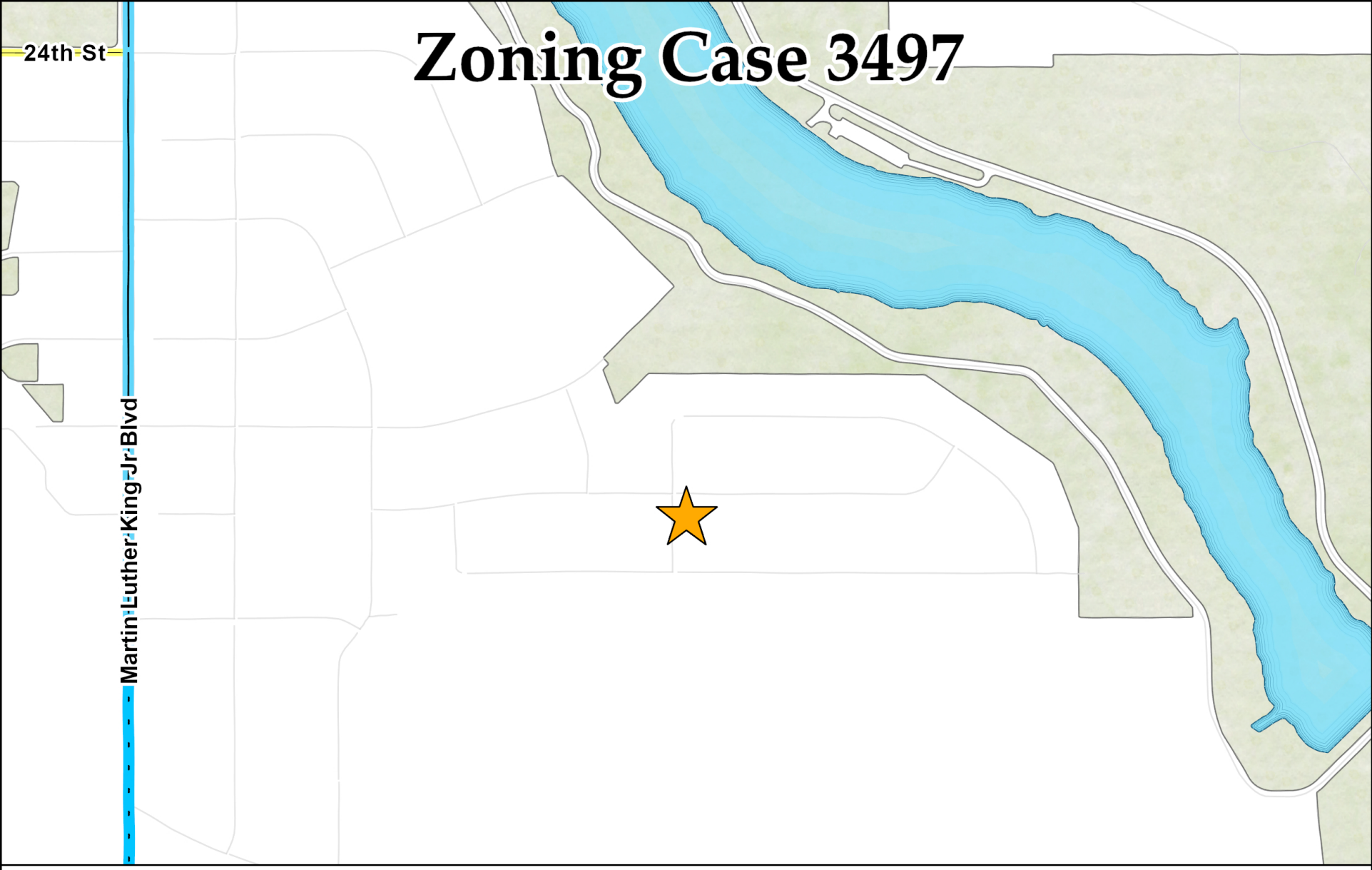
SCOTT GLOYNA advised this is not an area that needs infill. It is someone trying to put a small apartment in the back. This is not what the neighborhood needs and is not what the Overlay intended to do.

TANNER NOBLE advised he agrees with Mr. Gloyna. This is not infill. **CHAIR BELL** agreed. **RENEE CAGE** advised they cannot meet the requirements. **TERRI MORRIS** agreed.

In the matter of **Zone Case 3497,** a motion was made by **JORDAN WHEATLEY** and seconded by **ZACH SAWYER** to approve the request. The Commission members voted 1 (in favor) to 7 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

JORDAN WHEATLEY cast the vote in favor.

Zoning Case 3497



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
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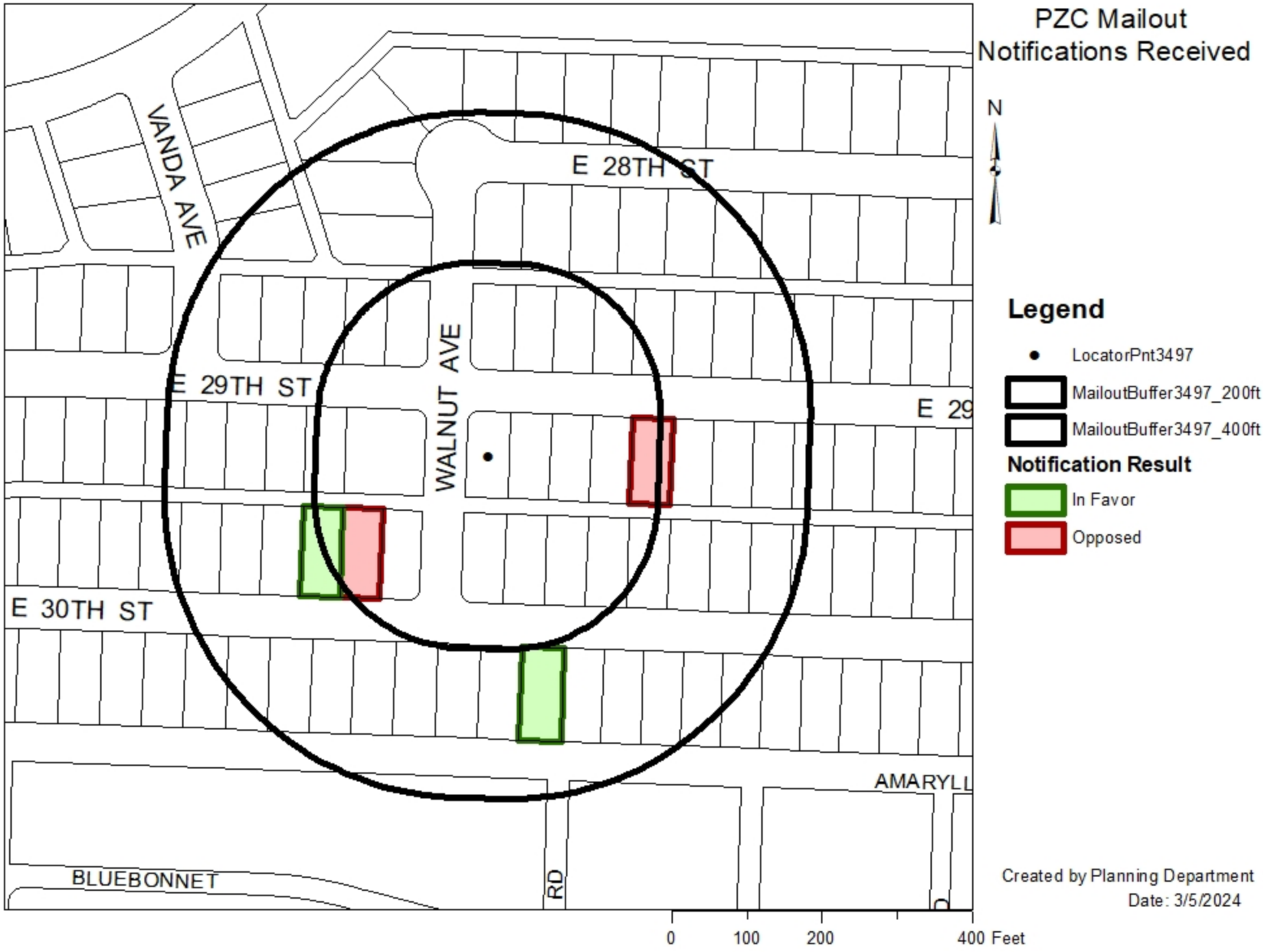
Date Exported: February 2024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Notification Result
In Favor
Opposed
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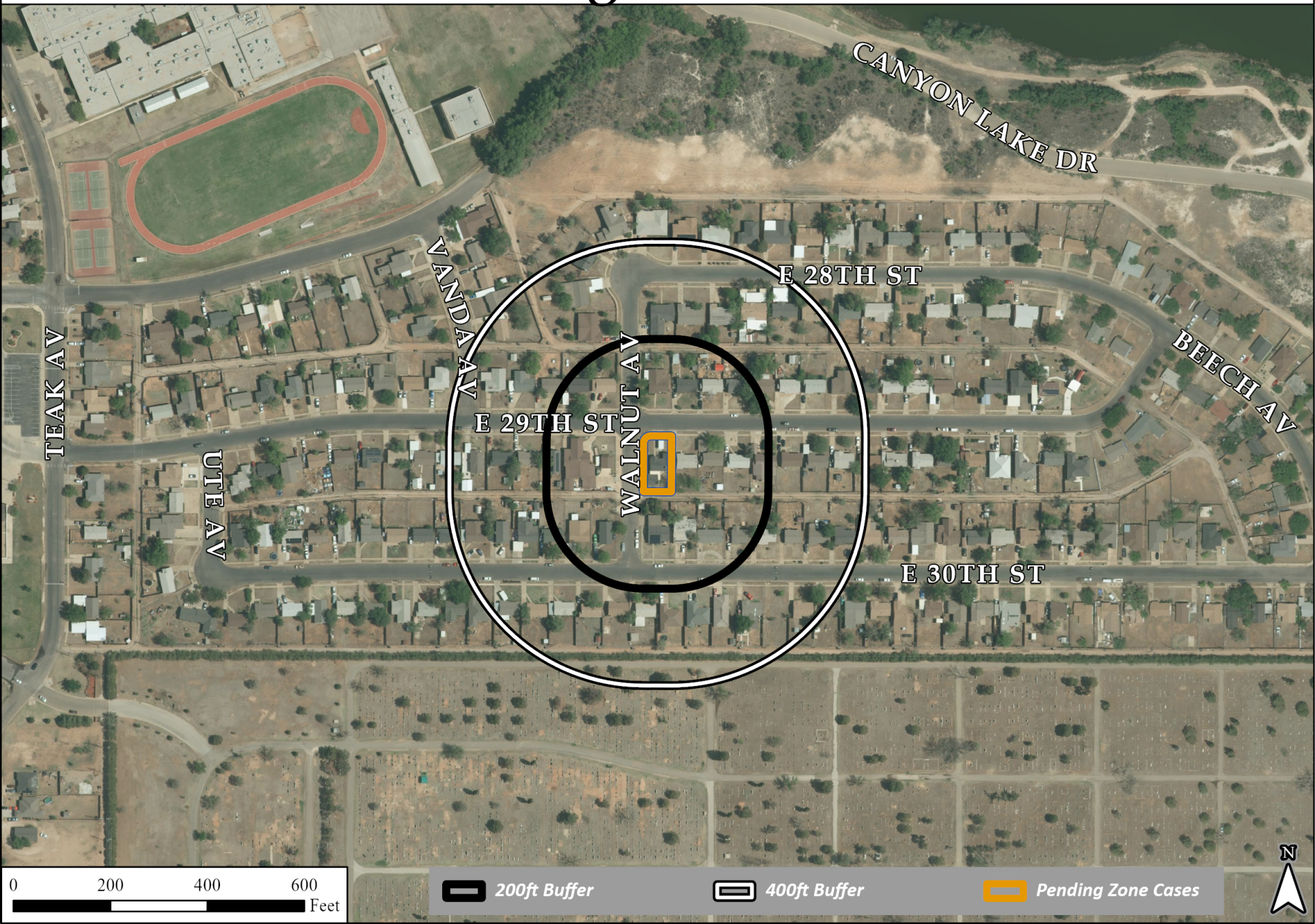
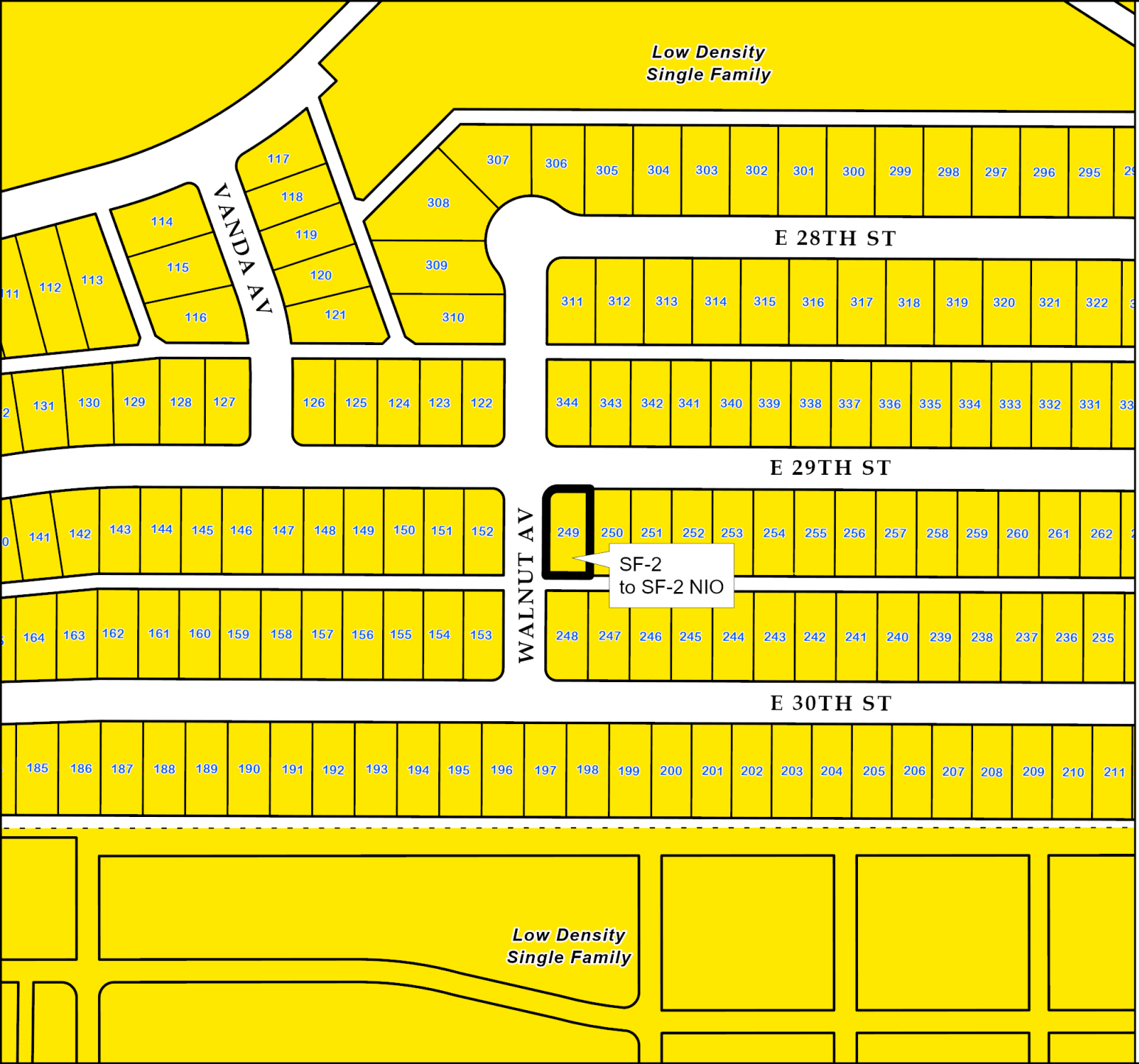
100
200
400 Feet
Created by Planning Department
Date: 3/5/2024

Zoning Case 3497





Current Zoning
3497

Zoning Districts

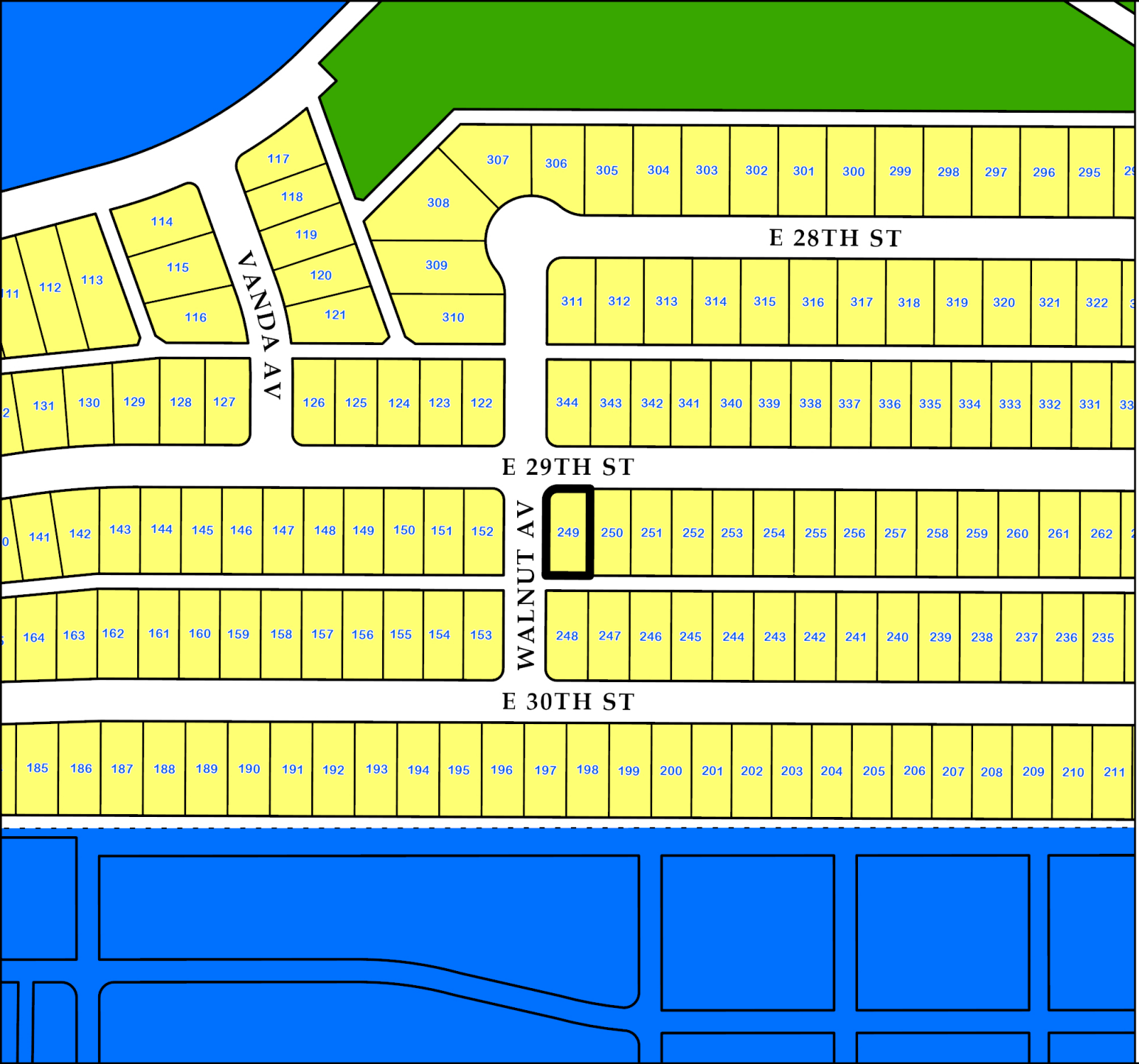
Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024



Future Land Use Plan
Case 3497

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

3497

View to the south. Subject Property.

View to the east.

View to the north.

View to the west.

3497

View of Detached Garage

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2402 E 29th

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: _____ Existing Zoning: _____

Requested Zoning: # Neighborhood, Hill overlap

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Martin Meza

Name: Martin Meza

Address: 2409 Hickory Ave City: Lubbock State: TX

ZIP Code: 79404 Telephone: 806-766-3624 Email: mmeza8937@gmail.com

Applicant's Signature: Martin Meza

Date: 1-29-30 Printed Name: Martin Meza

Owner Information

Firm Name: Beatrice Torres

Owner: Beatrice Torres

Address: 1520 E 1st Place City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-707-0750 Email: _____

Property Owner's Signature: Beatriz torres

Date: _____ Printed Name: Beatrice Torres

Preparer Information

Preparer's Signature: Martin Meza

Date: 1-29-24 Printed Name: Martin Meza

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3497***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Annie Alexander

Signature: Annie Alexander

Address: 2125 East 30th Street

Address of Property Owned: 2125 East 30th Street

Phone Number: 806-747-5024

Email: _____

Zone Case Number: **3497** R88685 Recipient 9 of 78

WILSON J H ESTATE
2125 E 30TH ST
LUBBOCK TX 79404-2020

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3497***

In Favor ____

Opposed X

Reasons and/or Comments:

No parking space at 2402 E 29 street, IF They have More Than 2 cars They park ON The STreeT BLocKING The STOP SIGN.

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **3497** R91509 Recipient 21 of 78

RAINWATER, JOHN T
2410 E 29TH ST
LUBBOCK TX 79404-2019

RECEIVED
MAR 01 2024
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3497***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Michelle Lee Flores

Signature: Michelle Lee Flores

Address: 2404 E 30th Street Lubbock, Tx 79404

Address of Property Owned: 2404 E 30th Street Lubbock, TX 79404

Phone Number: 806 559 8139

Email: lubbock_mflores@yahoo.com

Zone Case Number: **3497** R89982 Recipient 13 of 78

FLORES MICHELLE LEE & ISRAEL
2404 E 30TH ST
LUBBOCK TX 79404

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3497***

In Favor ____

Opposed ✓

Reasons and/or Comments:
I live in this community and I along with a small number of others that live here & own homes here. We are so tired of the trash houses that are taking over this area. People who do not live here have rent houses here that trash the properties. So NO! I don't want this to pass.

Print Name Gloria Danford

Signature: _____

Address: 2127 E. 30th St.

Address of Property Owned: Yes

Phone Number: 806 787-6731

Email: gdanford516@gmail.com

Zone Case Number: **3497** R88659 Recipient 17 of 78
DANFORD, GLORIA
2127 E 30TH ST
LUBBOCK TX 79404-2020

RECEIVED
FEB 28 2024
BY: _____

AI# 12333
Regular City Council Meeting
03/26/2024:

6. 4.

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 3298-E, a request of Hugo Reed & Associates for Ford Development, for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at 14202, 14204, 14206, 14208, 14210, 14212, 14214 and 14216 Indiana Avenue, south of 141st Street and west of Indiana Avenue, Eastwick Commercial Addition, Tracts B-1-A through B-3-C, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC3298-E_Ordinance
ZC3298-E_Report
ZC3298-E_Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3298-E; A ZONING CHANGE FROM IP TO NC ZONING DISTRICT AT 14202, 14204, 14206, 14208, 14210, 14212, 14214 AND 14216 INDIANA AVENUE, SOUTH OF 141ST STREET AND WEST OF INDIANA AVENUE, EASTWICK COMMERCIAL ADDITION, TRACTS B-1-A THROUGH B-3-C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO.
3298-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IP** to **NC** zoning district at **14202, 14204, 14206, 14208, 14210, 14212, 14214 and 14216 Indiana Avenue, South of 141st Street and west of Indiana Avenue, Eastwick Commercial Addition, Tracts B-1-A through B-3-C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3298-E
March 7, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 3298-E
City Council Meeting	March 26, 2024

Applicant Hugo Reed & Associates, Inc.

Property Owner Ford Development

Council District 4

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- April 28, 2016, Ordinance No. 2016-O0054: The subject properties were annexed into City limits and zoned Transition District (T).
- December 5, 2016, Zone Case 3298, Ordinance No. 2016-O0180: The subject properties were rezoned from T to Industrial Park District (IDP).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties were rezoned from IDP to Industrial Park District (IP) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 3298-E: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from IP to Neighborhood Commercial (NC) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 51
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History
The subject properties were originally platted as Eastwick Commercial Addition, Tract D on April 23, 2019 and later replatted as Eastwick Commercial Addition, Tracts B-1-A through B-3-C on July 13, 2020. The subject properties consist of 3.6 acres of vacant land.

Adjacent Property Development
The area surrounding the subject properties consist of vacant land zoned Neighborhood Commercial District (NC) to the north, single-family residences zoned Low Density Single-Family District (SF-2) to the west, vacant land zoned SF-2 and NC to the east, and a self-storage facility zoned Heavy Commercial District (HC) to the south.

Zoning Request and Analysis
Item Summary
The subject property is located south of 141st Street and west of Indiana Avenue, Eastwick Commercial Addition, Tracts B-1-A through B-3-C. The applicant is requesting a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC).

Current zoning: **Industrial Park District (IP)**

Requested zoning: **Neighborhood Commercial District (NC)**

Intent Statements

The purpose of the Industrial Park District (IP) is "to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park settings.

The intent of the proposed Neighborhood Commercial District (NC) zoning is "to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses.

Traffic Network/Infrastructure Impacts

The property is located south of 141st Street, which is designated as a local street and west of Indiana Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Local streets typically provide access to smaller, oriented areas, such as neighborhoods, subdivisions or local business districts. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property

The Future Land Use Map designates this area for Residential Low-Density land uses. While the proposed zone change to NC is not in conformance with this designation, it is appropriate at this location due to the mixture of zoning districts surrounding the property and is located along a thoroughfare.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The proposed zone change to NC is in harmony with the surrounding area and will not change the character of the existing development. The requested zone change is appropriate being a less intense zoning district that is adjacent to NC and residential uses and along a thoroughfare.

Conformance with Zoning Ordinance

The proposed zone change request to NC is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed zoning of NC and would not require additional infrastructure improvements to accommodate the uses allowed in the NC zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3298-E

Allowable Uses: Neighborhood Commercial (NC)

Transportation: The proposed development has a point of access from Indiana Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, *Principal Arterial*	R.O.W. 70 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

District 4

3.4 **Zone Case 3298-E:** Hugo Reed & Associates, Inc., for Ford Development, request for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at:

- 14202, 14204, 14206, 14208, 14210, 14212, 14214 and 14216 Indiana Avenue, South of 141st Street and west of Indiana Avenue, Eastwick Commercial Addition, Tracts B-1-A through B-3-C.

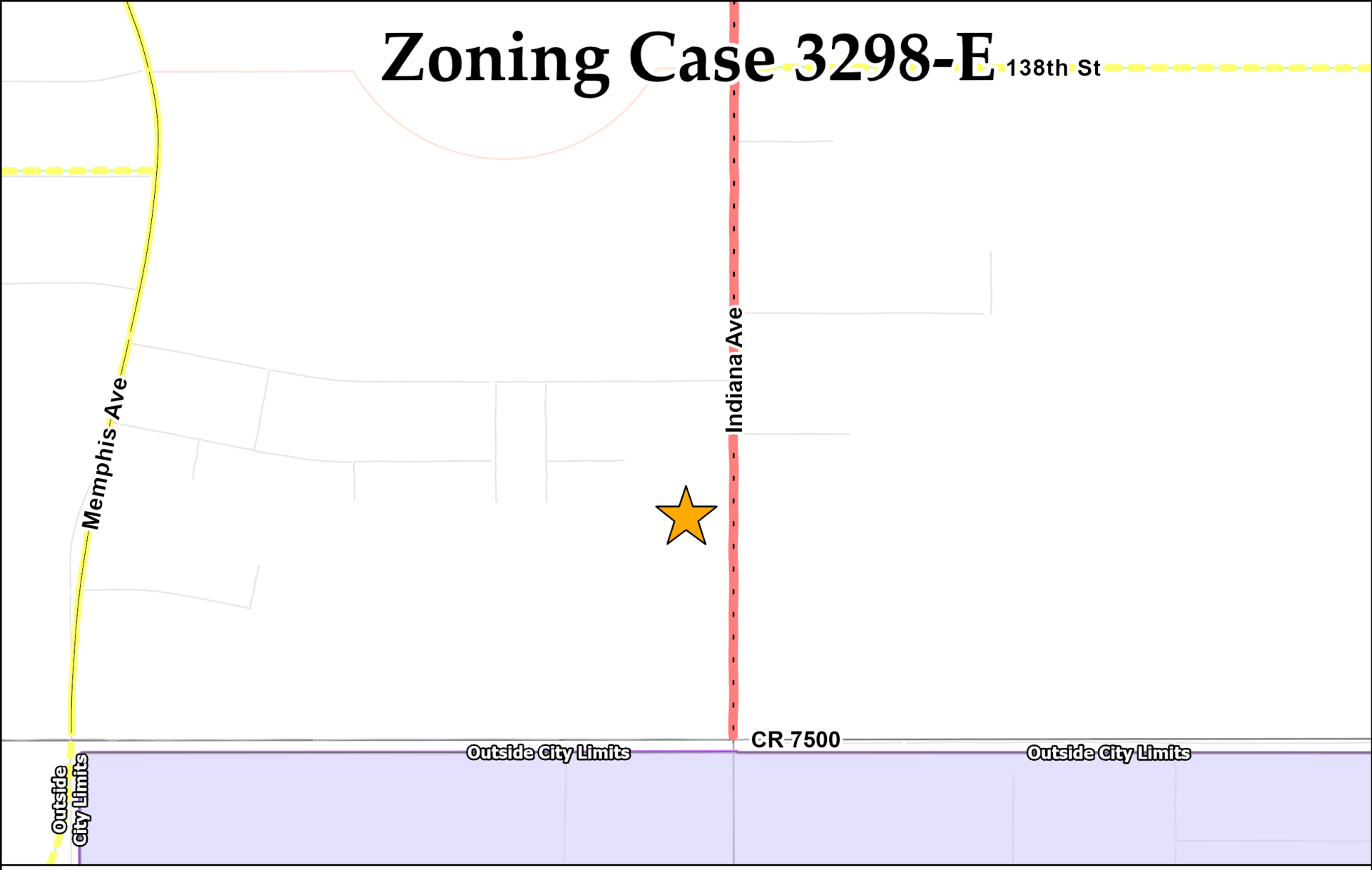
PLANNER CASSIE BERMEA stated there were fifty-one (51) notifications sent out with two (2) returned in favor and none in opposition. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed & Associates, Inc., discussed the history of the property. It was zoned Industrial Park District (IDP) limited to C-2 uses and warehouses. However, they now need to replat the property and will not be compliant with the IP zoning in the UDC. The request is a downzone and will allow a small commercial retail park.

No one spoke in favor or in opposition of the request.

In the matter of **Zone Case 3298-E,** a motion was made by **BRANDON HARDAWAY** and seconded by **ZACH SAWYER** to approve the case as presented. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3298-E



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
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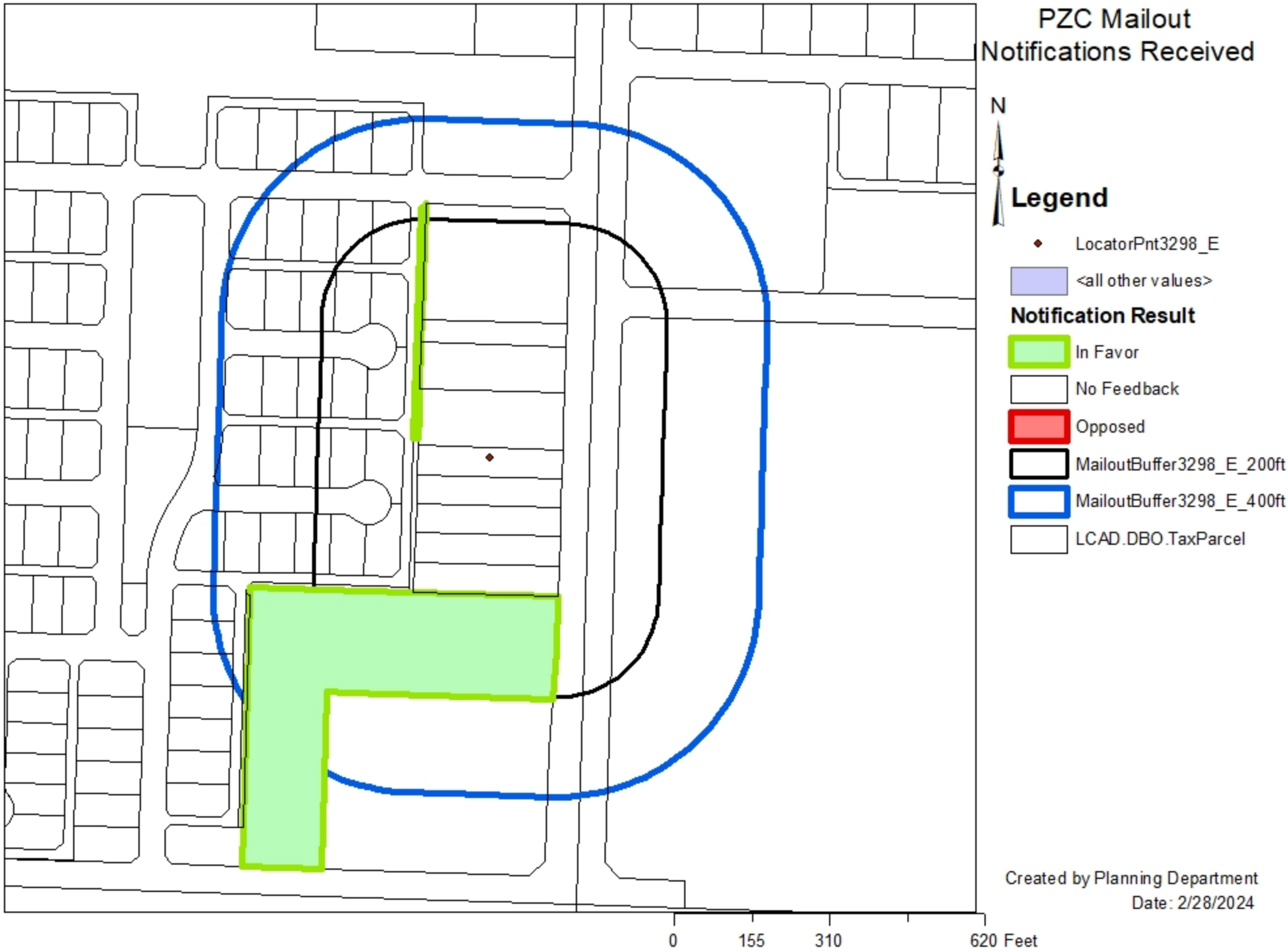
Date Exported: February 2024


PZC Mailout
Notifications Received
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Legend
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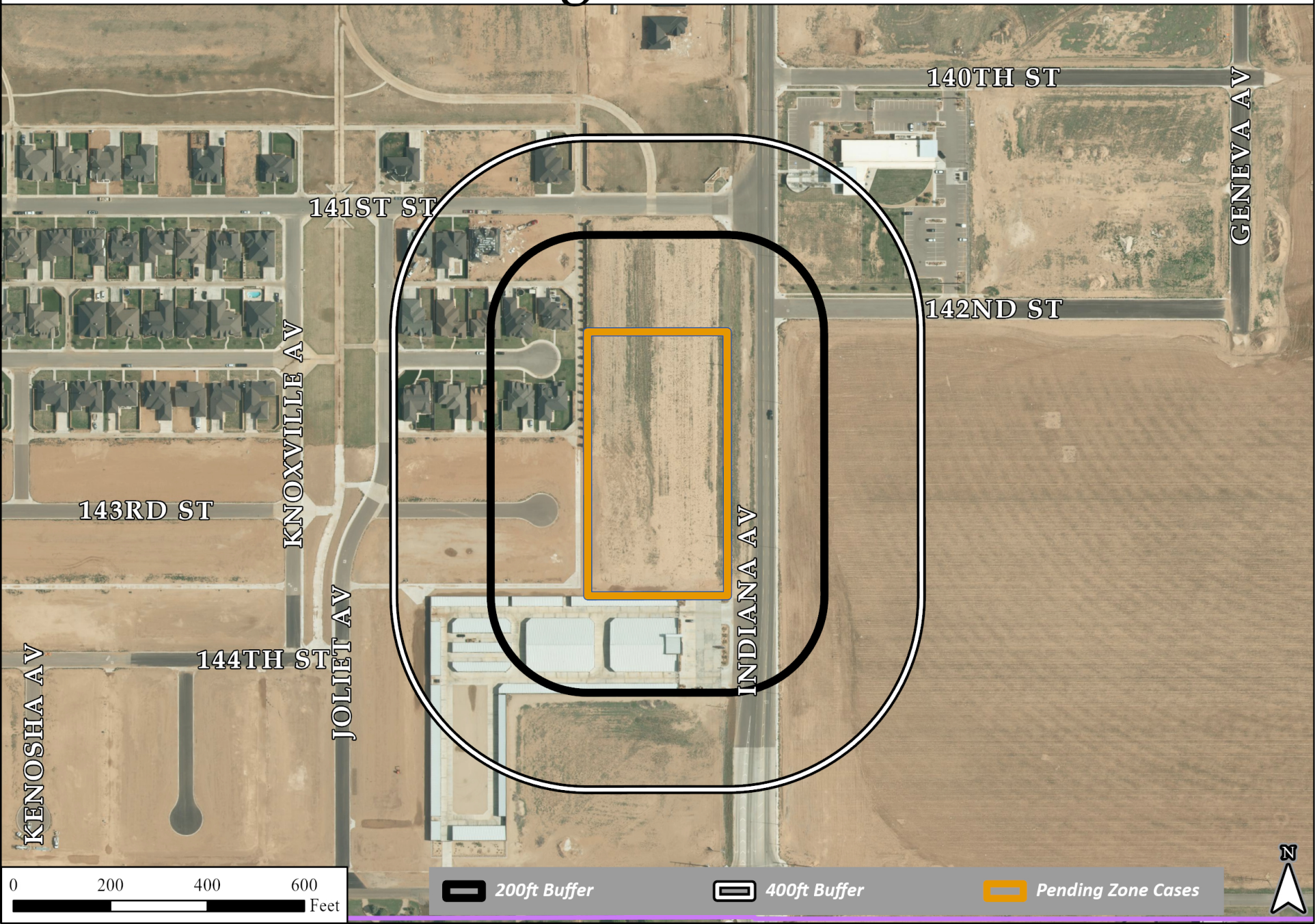
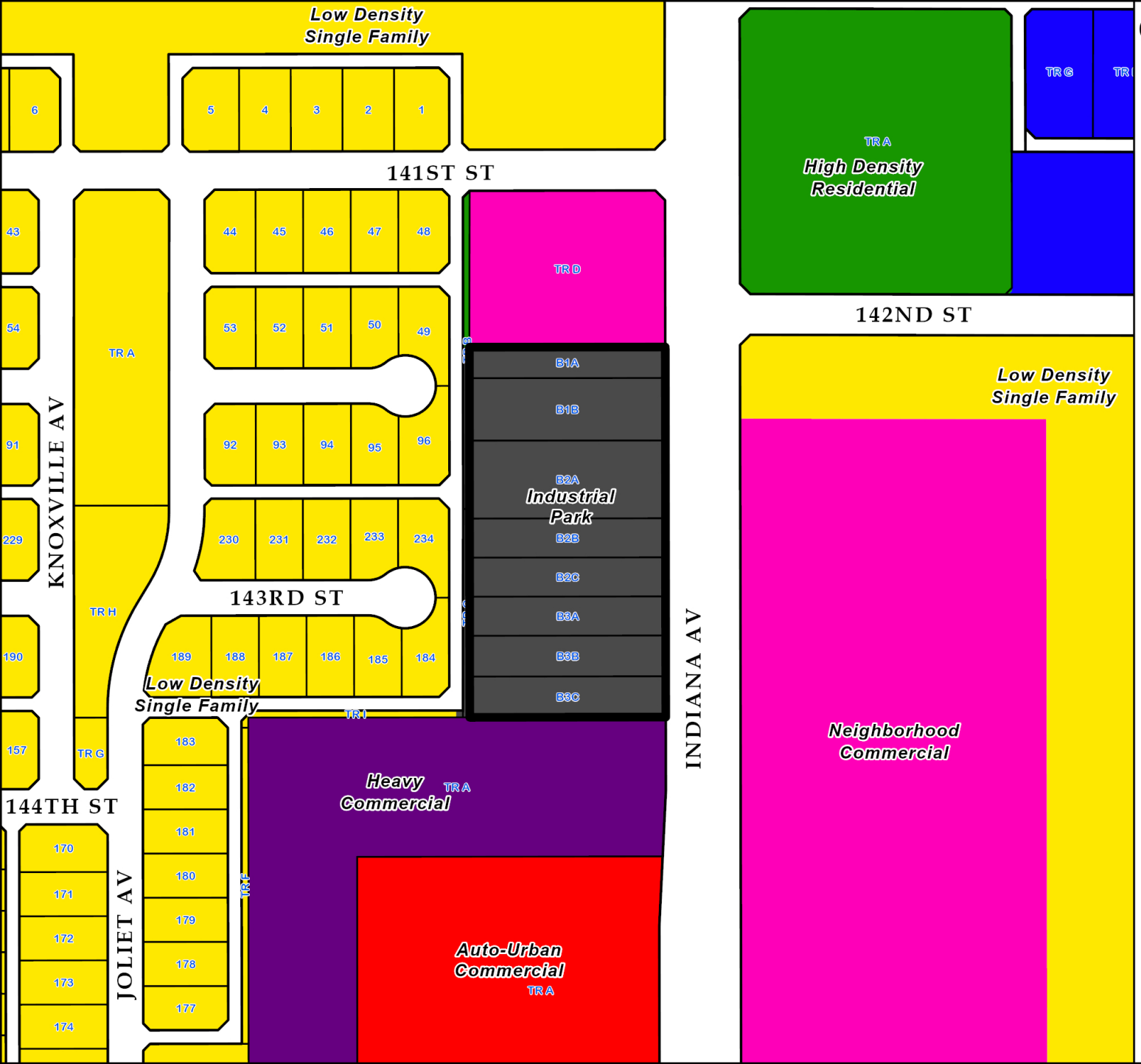
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer3298_E_200ft
MailoutBuffer3298_E_400ft
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 2/28/2024
0
155
310
620 Feet

Zoning Case 3298-E





Current Zoning
3298-E

Zoning Districts

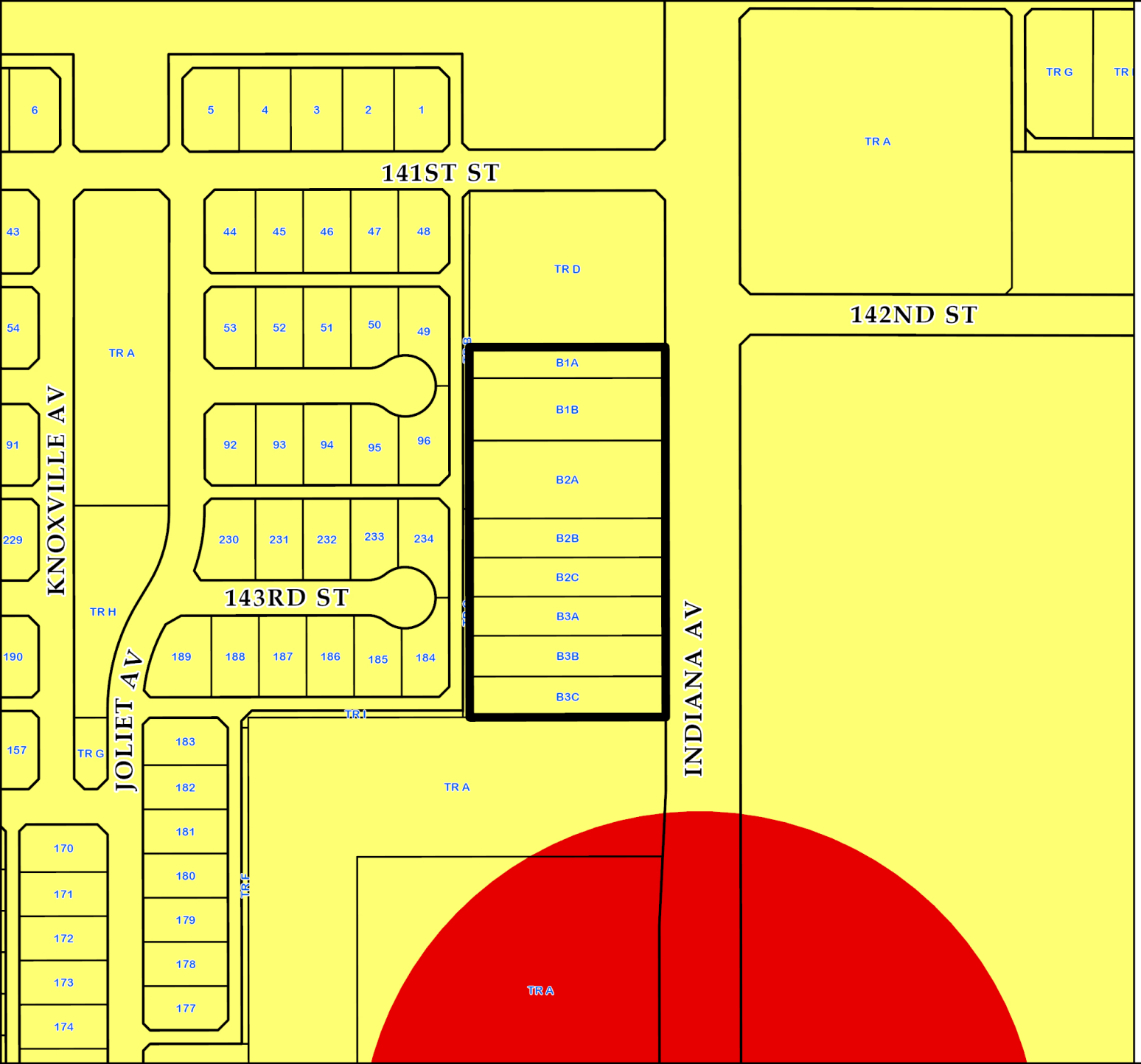
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Industrial Park (IP)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024



Future Land Use Plan
Case 3298-E

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

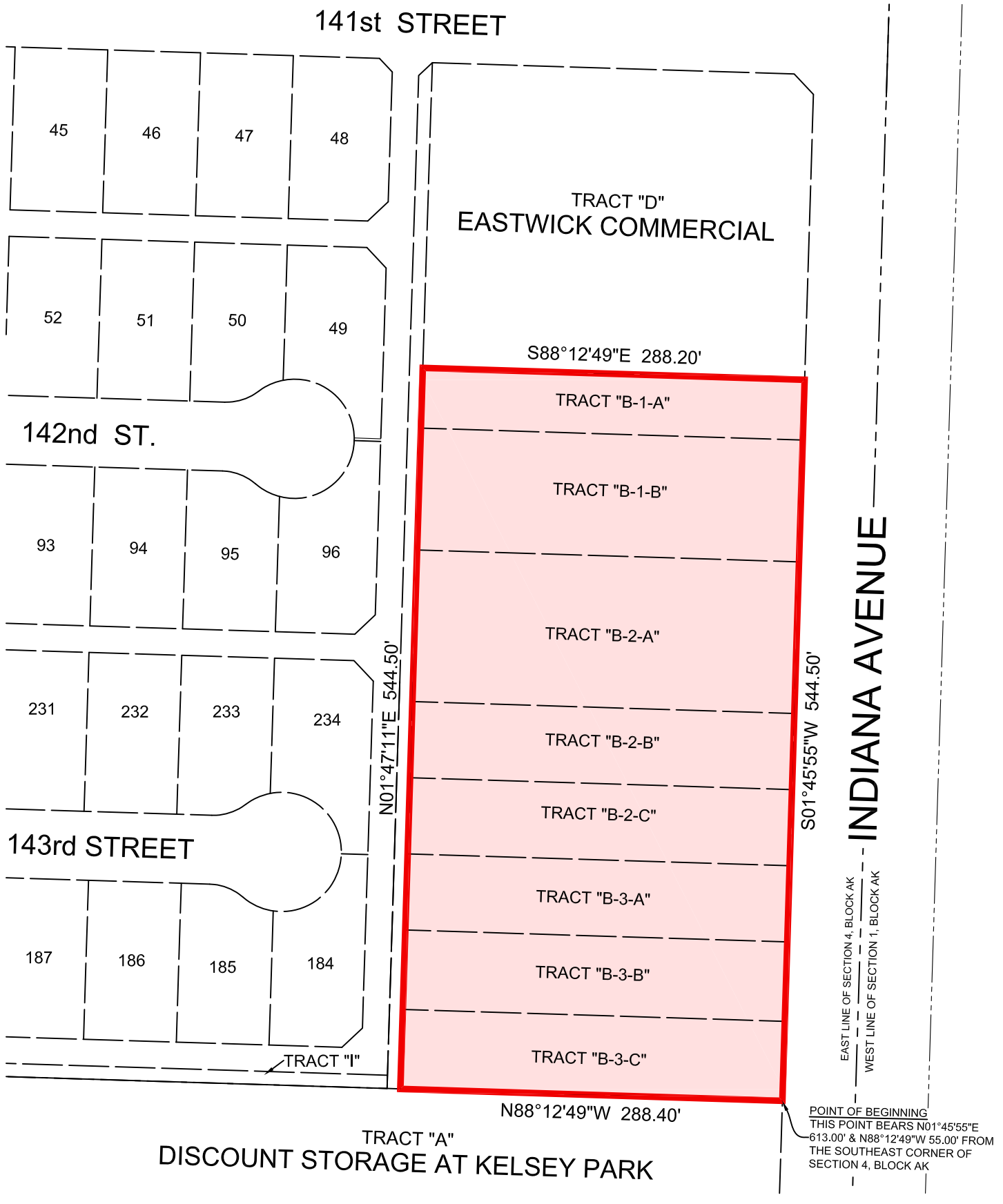
West View.

East View.

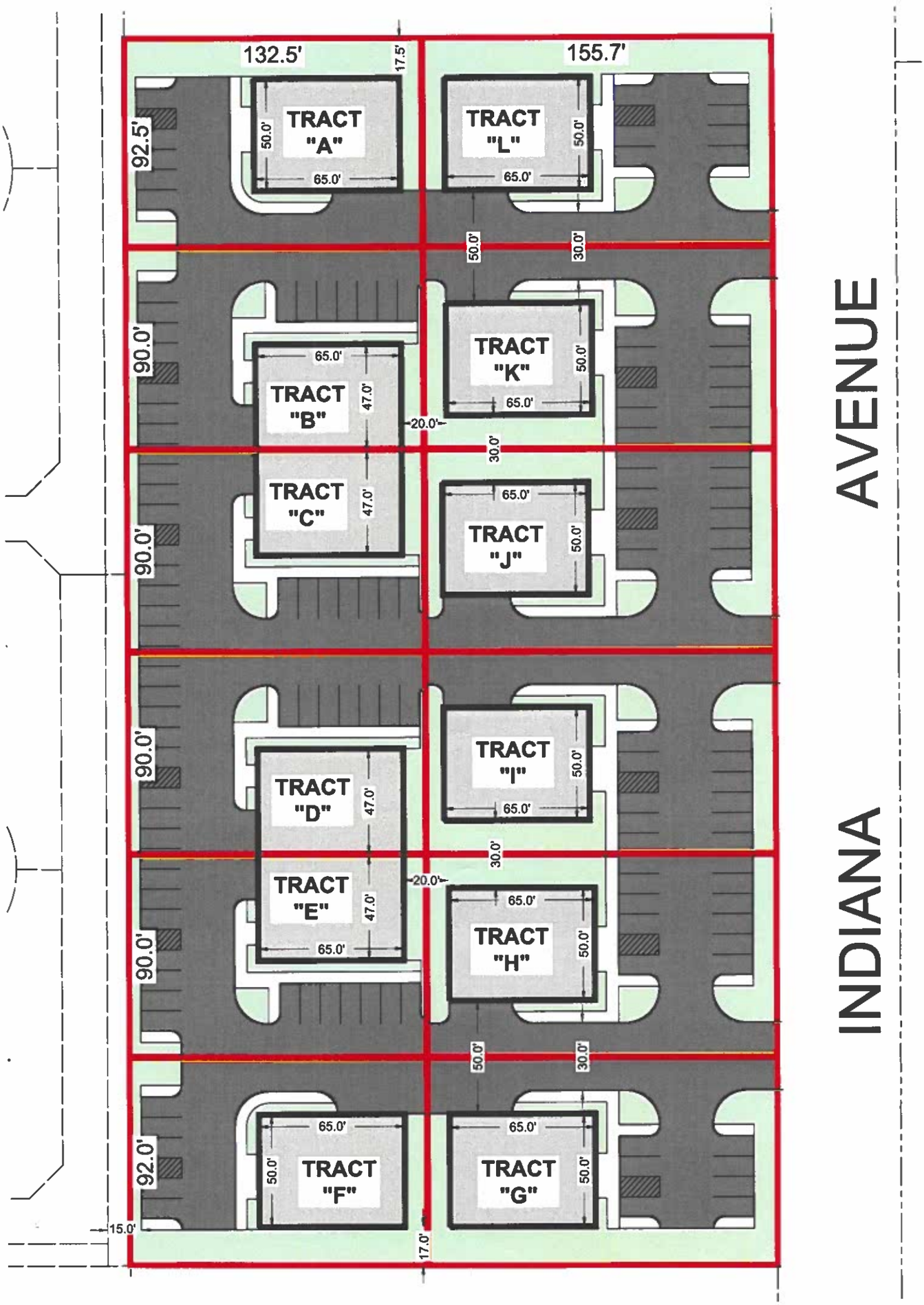
North View.

South View.

3298-E



PROPOSED NEIGHBORHOOD COMMERCIAL ZONING


132.5'
155.7'
17.5'
92.5'
TRACT "A"
TRACT "L"
50.0'
65.0'
30.0'
90.0'
TRACT "K"
TRACT "B"
47.0'
20.0'
TRACT "C"
TRACT "J"
TRACT "I"
TRACT "D"
TRACT "E"
TRACT "H"
92.0'
TRACT "F"
TRACT "G"
15.0'
17.0'
AVENUE
INDIANA
NORTH
SCALE: 1"=50'
DATE: 1-15-2024
HUGO REED
KELSEY BUSINESS PARK
SITE PLAN - NEIGHBORHOOD COMMERCIAL
FORD
DEVELOPMENT

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED NEIGHBORHOOD COMMERCIAL ZONING

METES AND BOUNDS DESCRIPTION of an approximate 3.6 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of Indiana Avenue for the Northeast corner of Tract "A", Discount Storage at Kelsey Park and the Southeast corner of this tract which bears N. 01°45'55" E. a distance of 613.00 feet and N. 88°12'49" W. a distance of 55.00 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the Northern boundary of said Tract "A", a distance of 288.40 feet to a point for the Southeast corner of Tract "C", Eastwick Commercial and the Southwest corner of this tract;

THENCE N. 01°47'11" E., along the Eastern boundary of said Tract "C" and the Eastern boundary of Tract "B", Eastwick at Kelsey Park, for a total distance of 544.50 feet to a point for the Southwest corner of Tract "D", said Eastwick Commercial and the Northwest corner of this tract;

THENCE S. 88°12'49" E., along a Southern boundary of said Tract "D", a distance of 288.20 feet to a point in the West right-of-way line of said Indiana Avenue, at the Southeast corner of said Tract "D" and the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the West right-of-way line of said Indiana Avenue, a distance of 544.50 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Ford Development
Contains: 3.6 Acres
January 31, 2024

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 14206 INDIANA AVENUE

Lots/Tracts: TRACTS B1A THROUGH B3C

Survey & Abstract: EASTWICK COMMERCIAL

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 3.6

Existing Land Use: VACANT Existing Zoning: INDUSTRIAL PARK

Requested Zoning: NEIGHBORHOOD COMMERCIAL

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: HUGO REED & ASSOCIATES

Name: TERRY HOLEMAN

Address: 1601 AVE N City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: THOLEMAN@HUGOREED.COM

Applicant's Signature:

Date: 1/31/2024 Printed Name:

Owner Information

Firm Name: FORD DEVELOPMENT

Owner: REX ROBERTSON

Address: 16200 DALLAS PARKWAY, SUITE 145 City: DALLAS State: TX

ZIP Code: 75248 Telephone: 214-850-8838 Email: REX@FORDDEVELOPMENT.NET

Property Owner's Signature:

Date: 1/31/2024 Printed Name: Rex Robertson

Preparer Information

Preparer's Signature:

Date: 1/31/2024 Printed Name: ZACH LOPEZ

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3298-E***

In Favor X

Opposed ___

Reasons and/or Comments:

Print Name David Porter Account Manager

Signature: [signature]

Address: 5625 CR 7410 LUB TX 79424

Address of Property Owned: 14416 Indiana Ave

Phone Number: 806-789-6072

Email: GACstyle dave @ YAHOO.com

Zone Case Number: **3298-E** R331116 Recipient 44 of 51
146TH & INDIANA AFFORDABLE STORAGE INC
5625 CR 7410
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3298-E***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name BRENDA B. HAWKINS - PROPERTY MANAGER FOR HOA

Signature: Brenda B. Hawkins -

Address: 3917 114th

Address of Property Owned: Kelsey Park HOA

Phone Number: 806-368-4007

Email: BrendaB@HawkizeMgmt.com

Zone Case Number: **3298-E** R333006 Recipient 3 of 51

KELSEY PARK HOMEOWNERS ASSOCIATION INC

% BRENDA HAWKINS 3917 114TH ST

LUBBOCK TX 79423

AI# 12335
Regular City Council Meeting
03/26/2024:

6. 5.

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 2985-E, a request of Seventeen Services, LLC for Cody Craig Custom Homes, LLC, for a zone change from High Density Residential District (HDR) to Neighborhood Commercial District (NC) and Low Density Single-Family (SF-2), generally located North of 114th Street and west of Elkhart Avenue, on 7.44 acres of unplatted land out of Block E2, Section 25, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC2985-E_Ordinance
ZC2985-E_Report
Zone Case 2985-E Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2985-E; A ZONING CHANGE FROM HDR TO NC AND SF-2 ZONING DISTRICT GENERALLY LOCATED NORTH OF 114TH STREET AND WEST OF ELKHART AVENUE, ON 7.44 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 25, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2985-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **HDR** to **NC and SF-2** zoning district **generally located North of 114th Street and west of Elkhart Avenue, on 7.44 acres of unplatted land out of Block E2, Section 25,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2985-E
March 7, 2024

Exhibit "A"
NC Zoning Request

BEING a 2.21 acre tract of land out of the proposed Elkhart Townhomes Addition to the City of Lubbock, said Elkhart Townhomes Addition, being the same as a 7.44 acres tract of land described in a Special Warranty Deed with Vendor's Lien to Cody Craig Custom Homes, LLC., recorded in County Clerk File Number 2023030032, Official Public Records, Lubbock County, Texas, situated in Section 25, Block E2, of the LA PATILLO Survey, Abstract 269, Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." (N: 7,242,421.07', E: 920,906.65') found for the southwest corner of this tract on the north line of 114th Street (110 feet Right-of-Way), as described in a Street Dedication Deed, recorded in County Clerk File Number 2010019980, Official Public Records, Lubbock County, Texas, from which a 1/2 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." found for a corner of the remainder of a called 17.43 acres tract of land described in a Special Warranty Deed to Panhandle Land Investments I, LP., recorded in County Clerk File Number 2021000735, Official Public Records, Lubbock County, Texas, bears North 88°43'35" West, 361.87 feet;

THENCE North 01°45'38" East, along the west line of Tract B of said Elkhart Townhomes Addition, a distance of **180.24 feet** to a Point for a corner of this tract and being the same as the southwest corner of Tract C of said Elkhart Townhomes Addition and Northwest corner of said Tract B;

THENCE South 88°29'36" East, a distance of **538.46 feet** to a Point for the northeast corner of this tract and being the same as the northeast corner of Tract A and southeast corner of Tract E of said of said Elkhart Townhomes Addition, on the west line of Elkhart Avenue (56 feet Right-of-Way), as shown on the 114th & Elkhart Office Park Addition, recorded as County Clerk's File Number 2021002807 of the Official Public Records of Lubbock County, Texas;

THENCE South 01°31'10" West, along the common east line of said Tract A and west line of said Elkhart Avenue, a distance of **163.05 feet** to a 1/2 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." found for the most eastern southeast corner of this tract and being the same as a corner of said 114th & Elkhart Office Park Addition;

THENCE South 46°21'59" West, along said common line, a distance of **21.23 feet** to a 1/2 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." found for the most southern southeast corner of this tract on the north line of said 114th Street;

THENCE North 88°43'35" West, along the north line of said 114th Street, a distance of **524.25 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 2.21 acres (96,412 square feet) of land.

Exhibit "A"
SF-2 Zoning Request

BEING a 5.23 acre tract of land out of the proposed Elkhart Townhomes Addition to the City of Lubbock, said Elkhart Townhomes Addition being the same as a 7.44 acres tract of land described in a Special Warranty Deed with Vendor's Lien to Cody Craig Custom Homes, LLC., recorded in County Clerk File Number 2023030032, Official Public Records, Lubbock County, Texas, situated in Section 25, Block E2, of the LA PATILLO Survey, Abstract 269, Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with red cap stamped "AMD ENGINEERING found for the northeast corner of this tract and being the same as the northeast corner of said Elkhart Townhomes Addition, the northeast corner of Tract E of said Elkhart Townhomes Addition, and a corner of the Springfield Addition to the City of Lubbock, Lubbock County, Texas, as shown in County Clerk File Number 2014013666, Official Public Records, Lubbock County, Texas, on the west Right-of-Way line of Elkhart Avenue (56 feet Right-of-Way) as shown on said Springfield Addition;

THENCE South 01°31'10" West, along the common east line of the plat limits of said Elkhart Townhomes Addition and west line of said Elkhart Avenue, a distance of **385.00 feet** to a Point for the southeast corner of this tract and being the same as the southeast corner of said Tract E;

THENCE North 88°29'36" West, a distance of **538.46 feet** to a Point for the southwest corner of this tract on the west line of said Elkhart Townhomes Addition and being the same as the southwest corner of Tract C of said Elkhart Townhomes Addition;

THENCE North 01°45'38" East, along the west line of said Elkhart Townhomes Addition, a distance of **79.84 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract and being the same as a corner for said Elkhart Townhomes Addition;

THENCE North 88°29'25" West, along a south line of said Elkhart Townhomes Addition, a distance of **67.68 feet** to a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for a corner of this tract and being the same as a corner of said Elkhart Townhomes Addition and southwest corner of Lot 25 of said Elkhart Townhomes Addition;

THENCE North 01°45'59" East, along the west line of said Elkhart Townhomes Addition, a distance of **305.16 feet** to a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the northwest corner of this tract and being the same as the northwest corner of said Elkhart Townhomes Addition and Lot 16 of said Elkhart Townhomes Addition on the south line of a 20 feet wide alley dedicated by said Springfield Addition;

THENCE South 88°29'36" East, along the common north line of said Elkhart Townhomes Addition and said 20 feet wide alley, a distance of **604.49 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 5.23 acres (227,643 square feet) of land.

Planning Department
City of Lubbock

Staff Report	Zone Case 2985-E
City Council Meeting	March 26, 2024

Applicant Seventeen Services, LLC

Property Owner Cody Craig Custom Homes, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- January 14, 1999, Ordinance No. 10117: The subject property was annexed into City limits and zoned Transition District (T).
- December 18, 2003, Zone Case 2985, Ordinance No. 2003-O0129: The property was rezoned from T to Single-Family District (R-1) and High-Density Apartment District (A-2).
- December 15, 2016, Zone Case 2985-B, Ordinance No. 2016-O0179: The property was rezoned from R-1 and A-2 to High-Density Apartment District (A-2).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from A-2 to High Density Residential District (HDR) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 2985-E: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from HDR to Low Density Single-Family (SF-2) and Neighborhood Commercial (NC) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 112
- Received In Favor: 3
- Received In Opposition: 2

Site Conditions and History
The subject property consists of 7.44 acres of un-platted vacant land out of Block E2, Section 25.

Adjacent Property Development
Properties to the north and east are single-family houses and a daycare center zoned Low Density Single-Family District (SF-2) and HDR. The southern properties are developed with offices zoned Office District (OF). The western property is un-platted vacant land zoned Auto-Urban Commercial (AC).

Zoning Request and Analysis
Item Summary
The subject property is addressed as 5720 114th Street, generally located north of 114th Street and west of Elkhart Avenue. The applicant requests a zone change from High Density Residential District (HDR) to both Low Density Single-Family District (SF-2) and Neighborhood Commercial District (NC), to allow for a new subdivision and commercial development.

Current zoning: **High Density Residential (HDR)**

Requested zoning: **Low Density Single-Family (SF-2) and Neighborhood Commercial (NC)**

Intent Statements

The intent of the current HDR zoning is to provide for three subdivision types:

A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.
B. *Village.* Mixed housing types, including townhouses, detached single-family garden homes, and low- to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.
C. *Mixed-Use.* Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.

The intent of the proposed NC zoning is "to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The intent of the proposed SF-2 zoning is to provide for two subdivision types:

A. *Conventional*. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
B. *Cluster*. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

Traffic Network/Infrastructure Impacts
The property is located north of 114th Street, which is designated as a Minor Arterial (Partial), and west of Elkhart Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Minor Arterials (Partial) provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for both Medium Density Residential and Commercial land uses. The proposed zone change is moderately compatible with this designation. The proposed Neighborhood Commercial zoning is along a major street, blocking the residential development from high traffic and SF-2 is more restrictive than MDR. Therefore, these proposed zoning requests comply with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2985-E

Allowable Uses: Low Density Single-Family District (SF-2) | Neighborhood Commercial District (AC)

Transportation: The proposed development has points of access from 114th Street and Elkhart Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114th Street, Minor Arterial, Partial	R.O.W. 110 feet, 2 lane, undivided, paved.	R.O.W. 110 feet, 7 lane, undivided, paved.
Elkhart Avenue, Local Street, Complete	R.O.W. 50 feet, 2 lane, undivided, paved.	N/A

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

3.6 **Zone Case 2985-E**: Seventeen Services, LLC for Cody Craig Custom Homes, LLC, request for a zone change from High Density Residential District (HDR) to Neighborhood Commercial District (NC) and Low Density Single-Family (SF-2), at:

- Generally located north of 114th Street and west of Elkhart Avenue, on 7.44 acres of unplatted land out of Block E2, Section 25.

PLANNER VICTORIA LEWELLING stated there were one-hundred and twelve (112) notifications sent out with one (3) returned in favor and two (2) returned in opposition. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

APPLICANT K'LEIGH HERNANDEZ, with Seventeen Services, LLC, 1500 Broadway, Suite 203, advised she was available for questions.

JORDAN WHEATLEY asked if the plan was to develop townhomes. **MS. HERNANDEZ** advised that was correct, but the property would be zoned SF-2 and be adjacent to the existing SF-2 to the north. Each structure varies from 4-6 units and they were a combination of one and to two-story units.

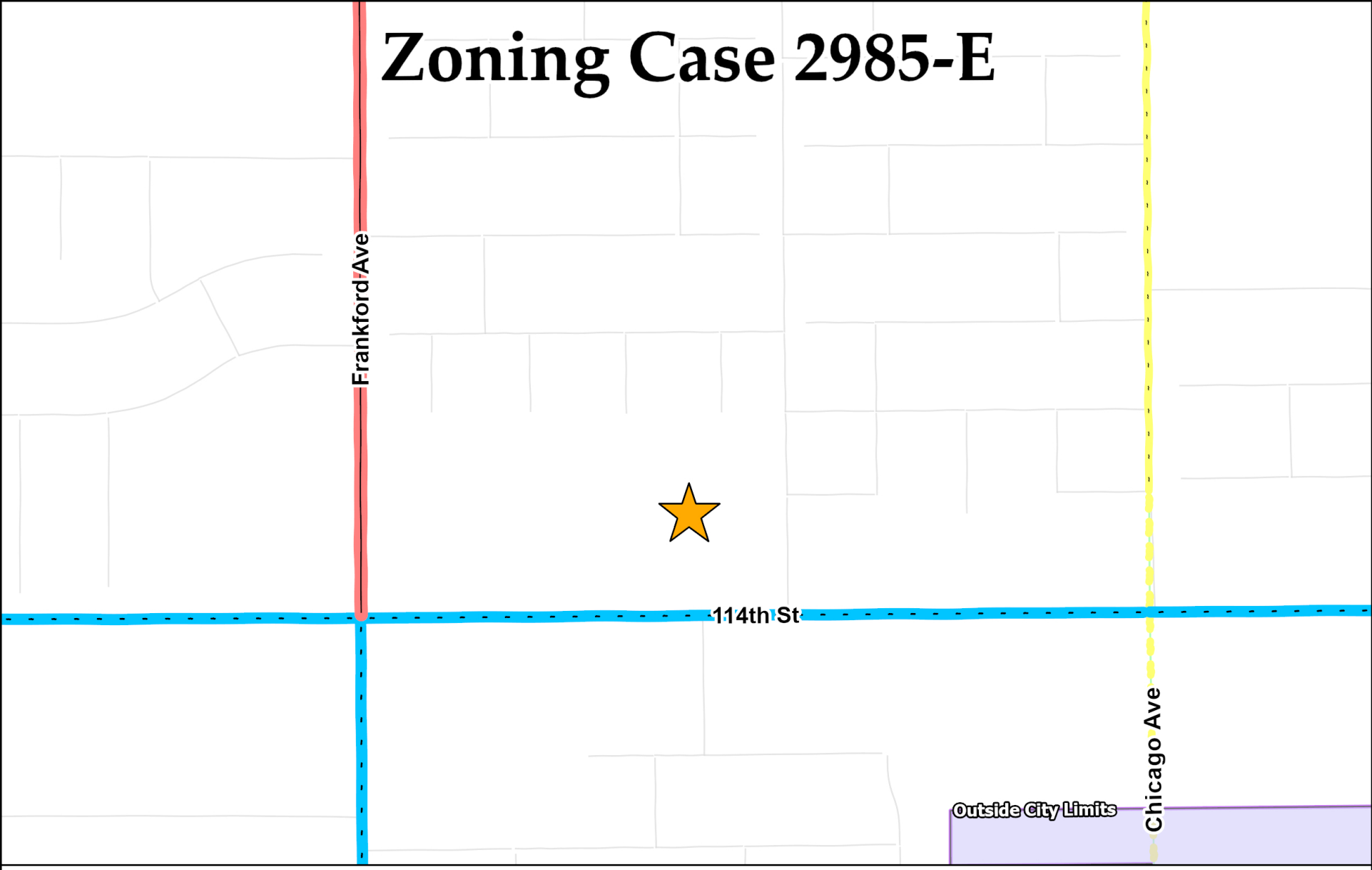
No one spoke in favor or in opposition of the request.

JORDAN WHEATLEY advised he likes that there is a buffer of townhomes between the proposed commercial and existing single-family.

CHAIR BELL stated the townhomes look to be a good fit with the surrounding area.

In the matter of **Zone Case 2985-E,** a motion was made by **ZACH SAWYER** and seconded by **SCOTT GLOYNA** to approve the case as presented. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2985-E



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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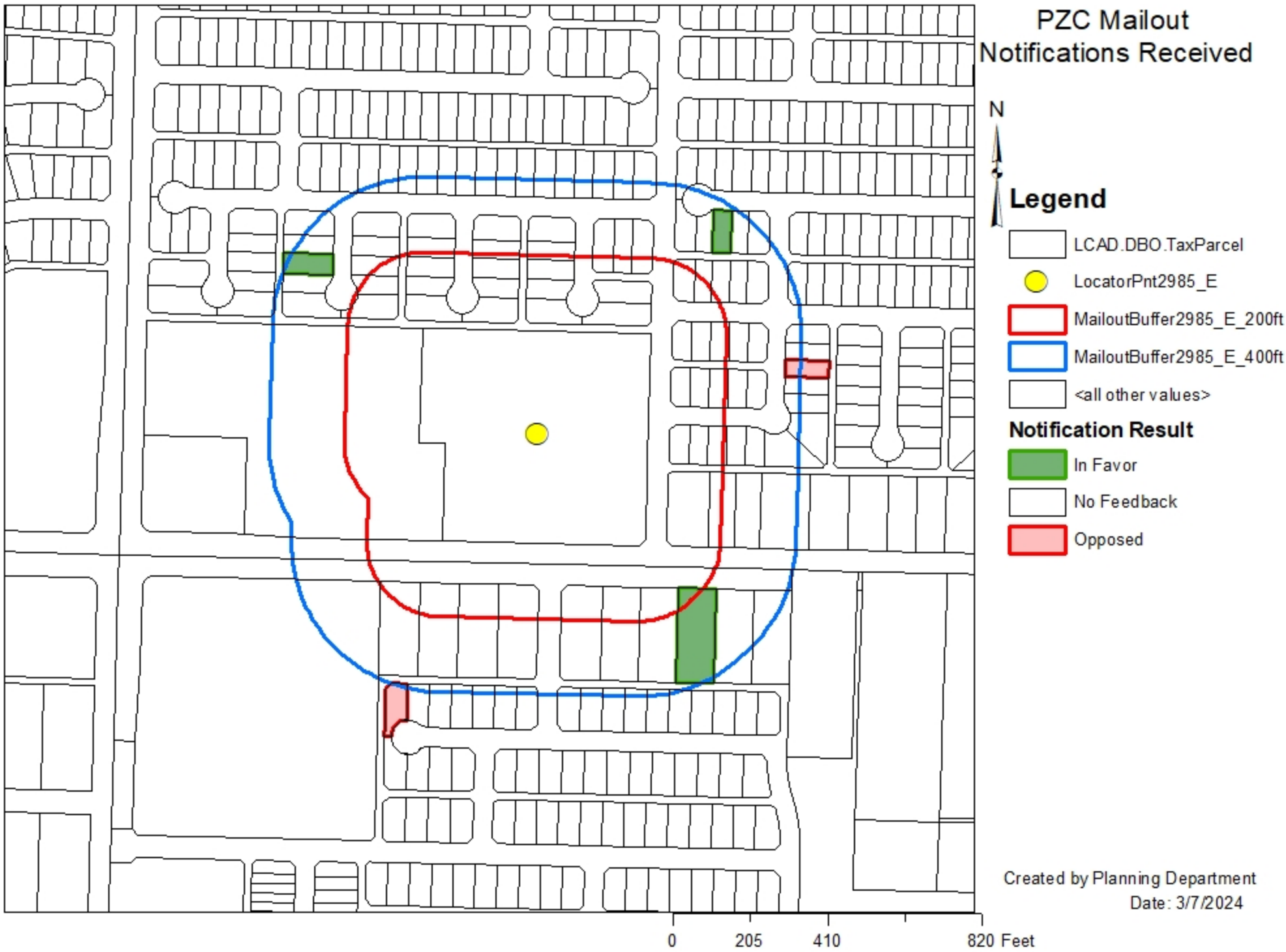
Date Exported: February 2024


PZC Mailout
Notifications Received
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Date: 3/7/2024
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205
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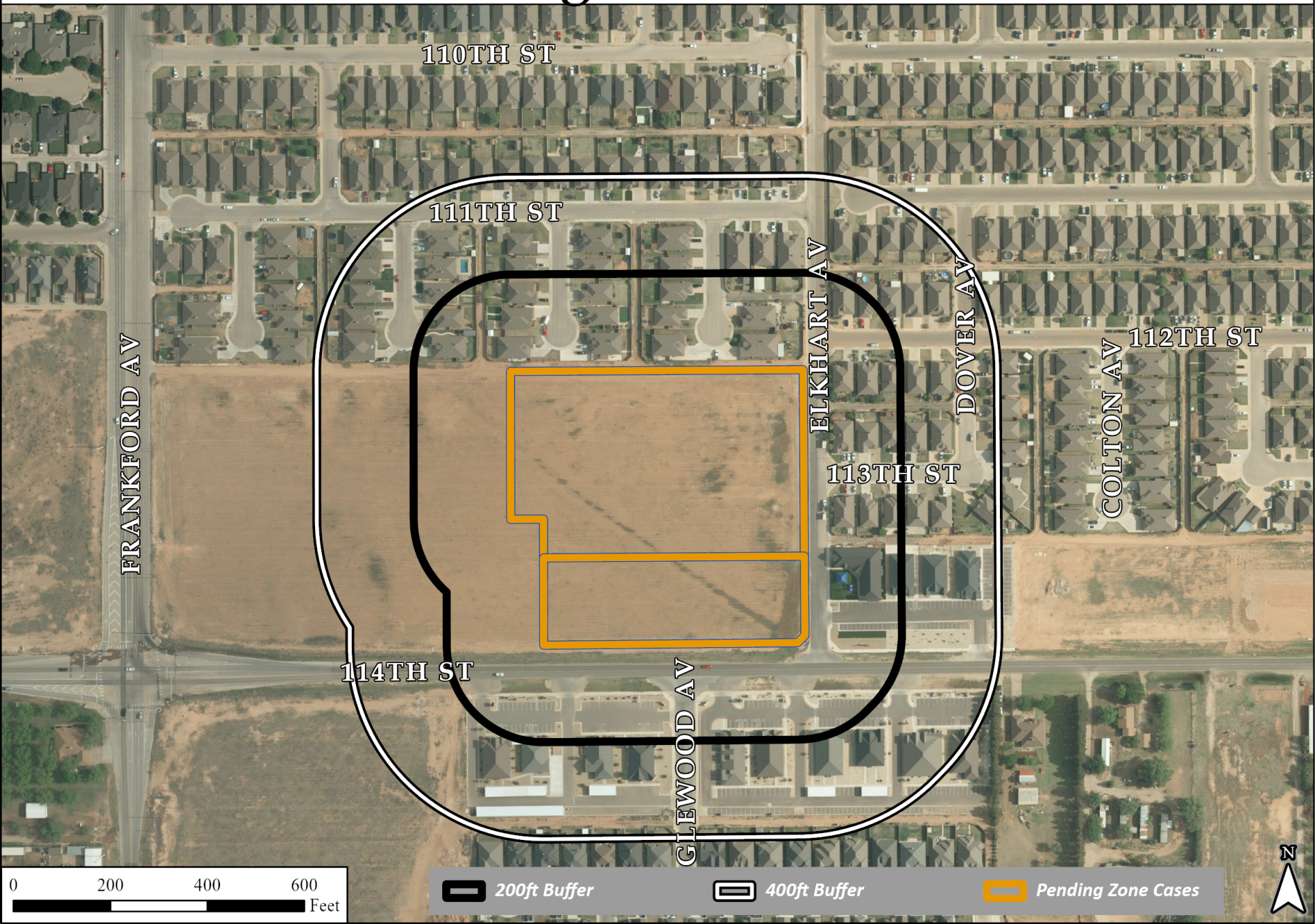
820 Feet

Zoning Case 2985-E



Current Zoning 2985-E

Zoning Districts

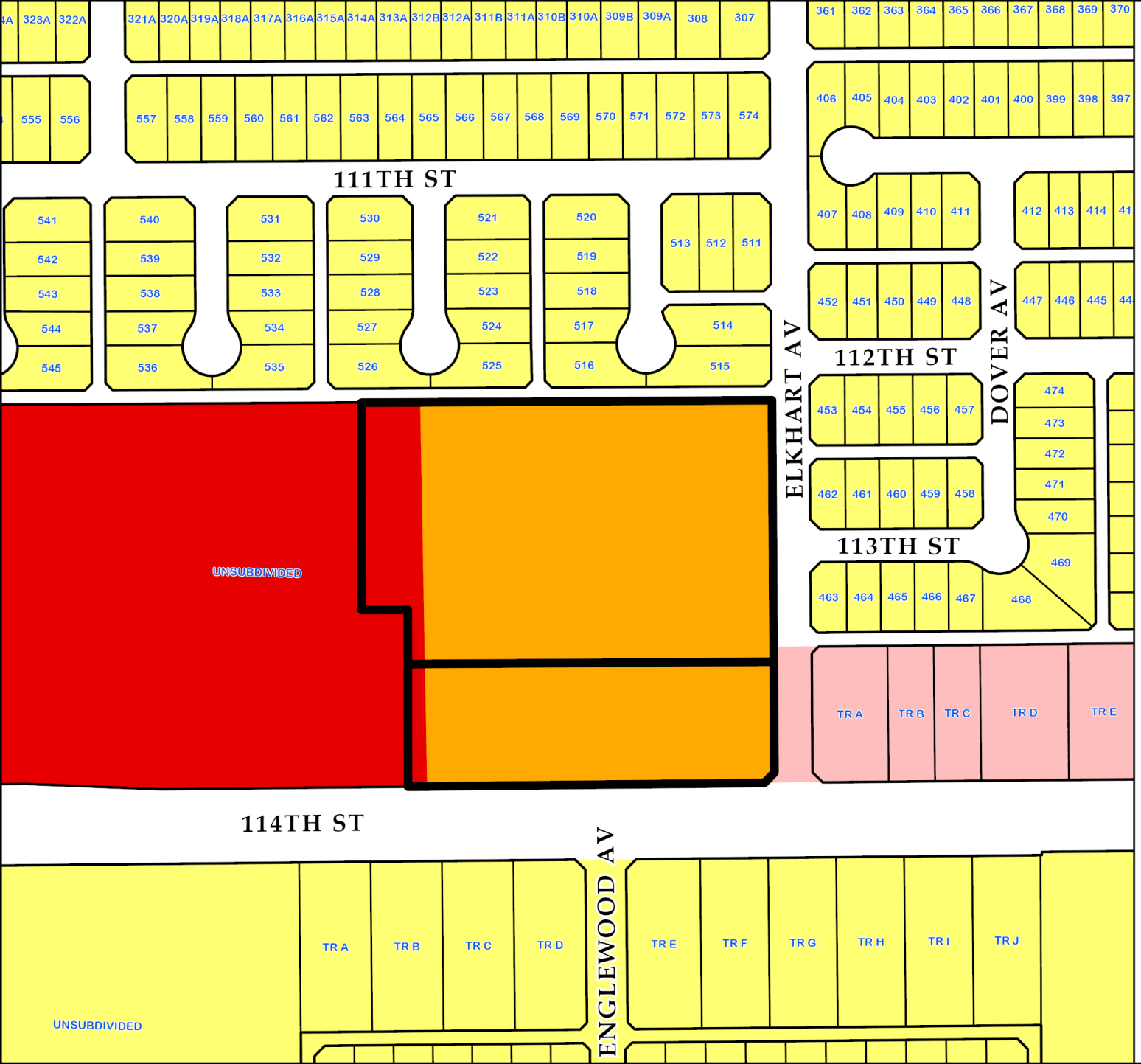
- Auto-Urban Commercial (AC)
- High Density Residential (HDR)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: March 2024



Future Land Use Plan
Case 2985-E

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: March 2024

2985-E. 5720 114th Street.

View to the north. Subject Property.

View to the south.

View to the east.

View to the west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: R95919 114th & Elkhart

Lots/Tracts: Section 25, Block E2, of the LA PATILLO Survey

Survey & Abstract: Abstract 269, Lubbock County, Texas

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.21

Existing Land Use: Vacant Land Existing Zoning: HDR

Requested Zoning: Neighborhood Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: Tyler Gentry

Address: 1500 Broadway St. Ste 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: [signature]

Date: 01/29/2024 Printed Name: Tyler Gentry

Owner Information

Firm Name: Cody Craig Custom Homes LLC

Owner: Cody Craig

Address: 5246 114th St City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-281-4402 Email: cody@codycraighomes.com

Property Owner's Signature: [signature]

Date: 1-26-24 Printed Name: Cody Craig

Preparer Information

Preparer's Signature: K'Leigh Hernandez

Date: 01/26/2024 Printed Name: K'Leigh Hernandez

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: R95919 114th & Elkhart

Lots/Tracts: Section 25, Block E2, of the LA PATILLO Survey

Survey & Abstract: Abstract 269, Lubbock County, Texas

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 5.23

Existing Land Use: Vacant Land Existing Zoning: HDR

Requested Zoning: SF-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: Tyler Gentry

Address: 1500 Broadway St. Ste 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: Tyler Gentry

Date: 01/29/2024 Printed Name: Tyler Gentry

Owner Information

Firm Name: Cody Craig Custom Homes LLC

Owner: Cody Craig

Address: 5246 114th St City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-281-4402 Email: cody@codycraighomes.com

Property Owner's Signature: Cody Craig

Date: 1-26-24 Printed Name: Cody Craig

Preparer Information

Preparer's Signature: K'Leigh Hernandez

Date: 01/26/2024 Printed Name: K'Leigh Hernandez

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

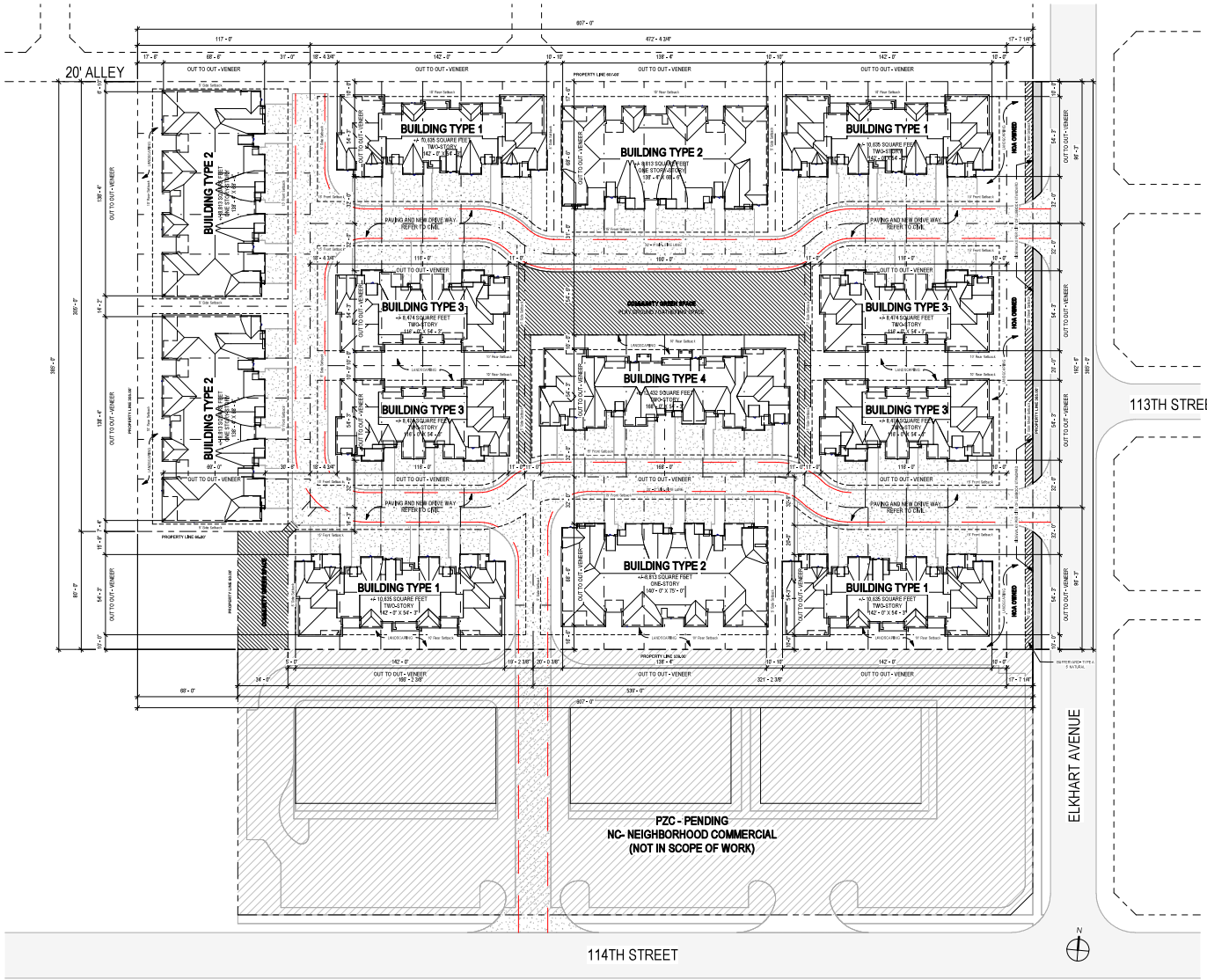
Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



1 Preliminary Site Plan
1" = 30'-0"

GENERAL NOTES - SITE PLAN

1. THE SITE PLAN IS PREPARED FOR GENERAL, GOOD CONSTRUCTION PURPOSES. REFER TO CIVIL, ENGINEERING PLANS FOR ALL GRADING, PAVING, UTILITIES, DRAINAGE, ADDITIONAL DIMENSIONS AND DETAILS NOT SHOWN HERE.
2. NOTIFY OWNER TEXAS ONE CALL (811) PRIOR TO COMMENCEMENT OF WORK.
3. REFER TO CIVIL ENGINEERING GRADING PLAN.
4. THE GROUND SURFACE BENEATH THE CLEAR AND PAVED AREAS OF PREMISES IN ACCORDANCE WITH GEOTECHNICAL ENGINEERING SOILS REPORT.
5. REFER TO DEED RESTRICTIONS, COVENANTS, AND LOCAL CODES AND ORDINANCES FOR ADDITIONAL SETBACKS, EASEMENTS, AND OTHER SIMILAR RESTRICTIONS. NOTIFY OWNER IMMEDIATELY OF CONFLICTS WITH THESE CONDITIONS, LOCAL ORDINANCES OR AUTHORITIES HAVING JURISDICTION. NOTIFY OWNER IMMEDIATELY OF NEED TO CONSTRUCT.
6. REFER TO DEVELOPMENT PLAT FOR EXACT COORDINATE DIMENSION AND BEARINGS OF PROPERTY BOUNDARY.
7. CONFIRM ALL SETBACKS, EASEMENTS, EXISTING UTILITIES, AND SITE REQUIREMENTS PRIOR TO CONSTRUCTION.
8. ALL PAVING LOCATIONS, DRIVEWAYS, AND PARKING SHALL BE IN COMPLIANCE WITH LOCAL, STATE, FEDERAL, ADA, AND TAS, CODES, STRIPING DESIGN TO BE APPROVED BY OWNER.
9. PROVIDE DESIGNATED PARKING SIGNS ONLY AS APPROVED BY OWNER.
10. COORDINATE ALL LANDSCAPING, TREES, AND SHRUBS WITH CIVIL, GC, AND PROVIDE SUBMITTALS FOR OWNER APPROVAL.
11. IF DEVELOPMENT REQUIRES OR INSTALLS SIDEWALKS ALONG STREET FOR PUBLIC ACCESS, PROVIDE ACCESSIBLE ROUTE TO BUILDING(S). SIDEWALKS SHALL BE PER ALL STANDARDS.

SITE DATA:

BUILDING AREA: 90,000 SF
FLOORS: 1 + 2 FLOOR
MAXIMUM BUILDING COVERAGE: 70% OF SITE = 315,720 SF
USE: DWELLING UNIT (EFFICIENCY UNIT) PER PARKING REQUIRING

PARKING RATIO: 2 PER DWELLING UNIT
PARKING REQUIRED: 82 SPACES
PARKING PROVIDED: 82 SPACES
ADA SPACES REQUIRED: 3 SPACES
ADA SPACES PROVIDED: 3 SPACES

LANDSCAPE CALCULATIONS:
AREA REQUIRED: 15% OF SITE = 67,158
AREA PROVIDED: 78,118 SF = 24% OF SITE
COMMON OPEN SPACE REQUIRED: 5% OF SITE = 11,410 SF
COMMON OPEN SPACE PROVIDED: 13,124 SF
LANDSCAPING PLANTS EXEMPT

NOTE: ARCHITECTURAL SITE PLAN IS PROVIDED FOR ZONING/TIF PURPOSES ONLY - REFER TO CIVIL SITE PLAN FOR ALL DIMENSIONS, EXACT PROPERTY LINE SPECIFICATIONS, DETAILS, ETC.

PROPERTY DESCRIPTION:
ELKHART TOWNHOMES ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS,
SECTION 25, BLOCK E2, OF THE LA PANTELLO SURVEY, ABSTRACT 288 TOTAL 7.44 ACRES

REVISIONS:

No.	Description	Date

ELKHART TOWNHOMES

114TH STREET AND ELKHART AVENUE
Lubbock, Texas

17services.com

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT #27212

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
2024.01.29

Seventeen Services LLC
Texas Architecture Firm BR 3014

1500 Broadway St, Suite 203
Lubbock, TX 79401
806.787.8533
tyler@17services.com

Project Number	2929
Date	2024.01.29
Drawn By	JV + KH
Sheet Size	E1 30X42

ARCHITECTURAL SITE PLAN

A1

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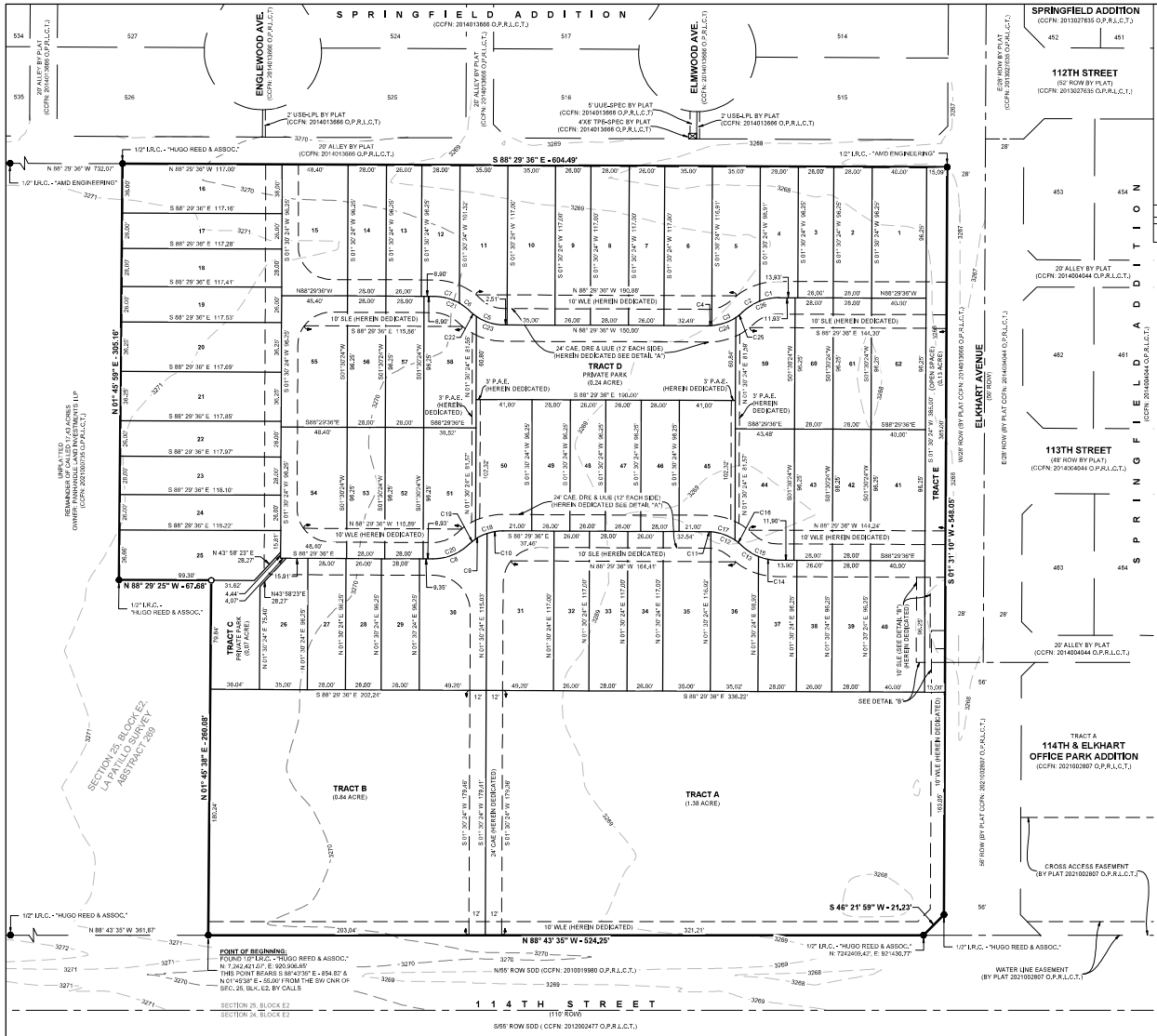
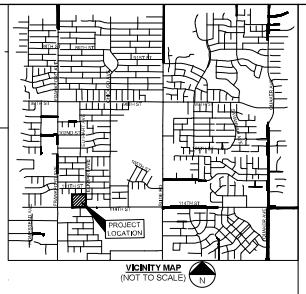
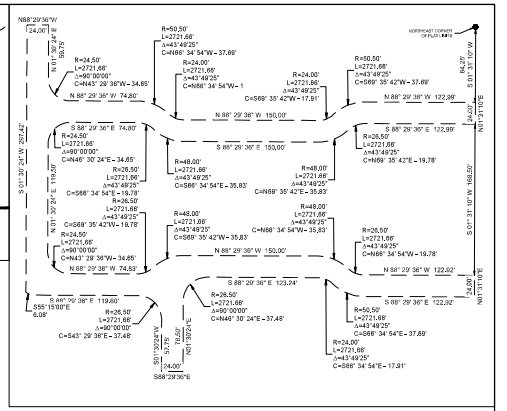
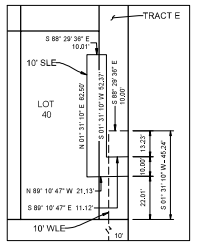






DETAIL "A"
COMMON ACCESS, DRAINAGE, &
UNDERGROUND UTILITY EASEMENT
(NOT TO SCALE)



DETAIL "B"
10' WLE & 10' SLE
(NOT TO SCALE)

GENERAL NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates and distances shown hereon are Grid values displayed in US Survey Feet.
2. Elevations shown hereon are referenced to the North American Vertical Datum of 1988 (NAVD88) and were calculated by applying vertical shifts derived from Geoid Model 2012B to ellipsoid heights calculated from GPS/GNSS observations referenced to the North American Datum of 1983, 2011 Adjustment (NAD83 2011).

Curve Table

Curve #	Radius	Length	Delta	Bearing	Chord
C1	38.50'	14.41'	021°26'30"	S 80°47'09" W	14.32'
C2	38.50'	15.04'	022°22'55"	S 58°52'27" W	14.94'
C3	36.00'	25.02'	039°49'15"	S 67°35'37" W	24.52'
C4	36.00'	2.51'	004°00'10"	S 89°30'19" W	2.51'
C5	36.00'	27.54'	043°49'25"	N 66°34'54" W	26.87'
C6	38.50'	9.46'	014°04'54"	N 51°42'36" W	9.44'
C7	38.50'	19.99'	029°44'31"	N 73°37'21" W	19.76'
C8	38.50'	29.45'	043°49'25"	N 69°35'42" E	28.73'
C9	36.00'	15.58'	024°47'43"	N 60°04'51" E	15.46'
C10	36.00'	11.96'	019°01'42"	N 81°59'33" E	11.90'
C11	36.00'	2.46'	003°55'23"	S 86°31'55" E	2.46'
C12	36.00'	25.07'	039°54'02"	S 64°37'12" E	24.57'
C13	38.50'	15.01'	022°20'00"	S 55°50'11" E	14.91'

Curve Table

Curve #	Radius	Length	Delta	Bearing	Chord
C14	38.50'	14.44'	021°29'25"	S 77°44'54" E	14.36'
C15	38.50'	29.45'	043°49'25"	N 66°34'54" W	28.73'
C16	38.00'	6.33'	010°04'28"	N 49°42'26" W	6.32'
C17	38.00'	21.21'	033°44'56"	N 71°37'08" W	20.90'
C18	38.00'	21.21'	033°44'56"	S 74°37'56" W	20.90'
C19	38.00'	6.33'	010°04'28"	S 52°43'13" W	6.32'
C20	38.50'	29.45'	043°49'25"	S 69°35'42" W	28.73'
C21	38.50'	29.45'	043°49'25"	S 66°34'54" E	28.73'
C22	38.00'	6.37'	010°07'58"	S 49°44'10" E	6.36'
C23	38.00'	21.17'	033°41'27"	S 71°38'53" E	20.86'
C24	38.00'	21.24'	033°48'26"	N 74°36'11" E	20.93'
C25	38.00'	6.29'	010°00'59"	N 52°41'29" E	6.29'
C26	38.50'	29.45'	043°49'25"	N 69°35'42" E	28.73'

LEGEND:

I.R.C = IRON ROD WITH CAP
ROW = RIGHT-OF-WAY
CAE = CROSS ACCESS EASEMENT
DRE = DRAINAGE EASEMENT
PAE = PEDESTRIAN ACCESS EASEMENT
USE = UNDERGROUND STREETLIGHT EASEMENT
UUE = UNDERGROUND UTILITY EASEMENT
TPE = TRANSFORMER PAD EASEMENT
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE
LPL = LUBBOCK POWER & LIGHTS
SDD = STREET DEDICATION DEED
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBBFENDLEY BOUNDARY")
PLAT LIMITS
LOT LINE
ADJOINING PROPERTY LINE
EASEMENT LINE - AS DESCRIBED
RIGHT-OF-WAY LINE

GRAPHIC SCALE
(in feet)
1 inch = 40 ft.

PLANNING AND ZONING CERTIFICATE:

Approved this _____ day of _____ 20 ____ by the Director of Planning, or designee, of the City of Lubbock, Texas.

_____
Director of Planning

PRELIMINARY PLAT - FOR INSPECTION PURPOSES ONLY AND IN NO WAY OFFICIAL OR APPROVED FOR RECORDING PURPOSES.

PRELIMINARY PLAT
TRACTS A THRU E & LOTS 1 THRU 62
ELKHART TOWNHOMES ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
SECTION 25, BLOCK E2, OF THE LA PATILLO SURVEY, ABSTRACT 269
TOTAL 7.44 ACRES
DECEMBER 22, 2023

OWNER
CODY CRANE CUSTOM HOMES, LLC
12203 QUAKER AVE #STE 11
LUBBOCK, TX 79424-7756

ENGINEER & SURVEYOR
CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

DRAWN BY:	CHECKED BY:	SHEET NO.	JOB NUMBER:
PTT	JLF	1 of 1	2307-036-01

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City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

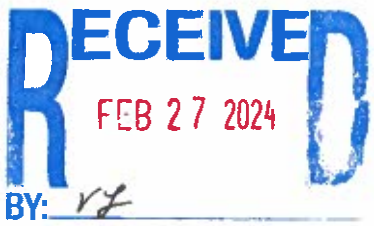
If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2985-E***

In Favor X

Opposed ____

Reasons and/or Comments:



Print Name CHARLES D. RITTENBERRY,JR.

Signature: _____

Address: P.O. BOX 65512 LUBBOCK, TX 79464-5512

Address of Property Owned: 11106 EVANSTON AVENUE LUBBOCK, TX 79424

Phone Number: (806) 676-8060

Email: dougr4610@gmail.com

Zone Case Number: **2985-E** R324398 Recipient 3 of 112
RITTENBERRY CHARLES D JR & JANET L
PO BOX 65512
LUBBOCK TX 79464-5512

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ____

Opposed X

Reasons and/or Comments:

More taxes and we pay enough already!

Print Name Gary & Hayley Welch

Signature: Hayley Welch

Address: 11205 Dover Lubbock TX 79424

Address of Property Owned: Same

Phone Number: 806-

Email: whayleym@yahoo.com

Zone Case Number: **2985-E** R324332
WELCH DUITE & HAYLEY
11205 DOVER AVE
LUBBOCK TX 79424

Recipient 92 of 112

RECEIVED
MAR 04 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2985-E***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Jeremy Ferrell

Signature: [signature]

Address: 5714 115th st Lubbock TX 79424

Address of Property Owned: 5714 115th st Lubbock TX 79424

Phone Number: (806) 790-4226

Email: jeremy_ferrell@outlook.com

Zone Case Number: **2985-E** R332131 Recipient 87 of 112
FERRELL JEREMY & AMANDA
5109 82ND ST UNIT 7 PMB 1119
LUBBOCK TX 79424

24 KARAT HEALTH SOLUTIONS

March 1, 2024

Planning and Zoning Commission
City of Lubbock
Via email: CityPlanning@mylubbock.us

RE: P&Z Case Number 2985-E R336235

To Whom It May Concern:

I write **in favor** of the above referenced case pending before the Planning and Zoning Commission, with a hearing scheduled for March 7, 2024.

I write in my capacity as Practice Administrator of Theerapol Prasertsuntarasai MD PA d/b/a West Texas Arthritis Clinic, which is located at 5609 114th Street, Lubbock, Texas 79424.

We appreciate the Planning and Zoning Commission's support in the continued growth and development of this area of the city.

Sincerely,

Greg Bruce, MPA
Practice Administrator, West Texas Arthritis Clinic
Co-Founder, 24 Karat Health Solutions

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2985-E***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Miguel A. Gil Morales

Signature: MM

Address: 2470 Daybreak Dr, Rockwall Tx 75032

Address of Property Owned: 5605 111th St. Lubbock

Phone Number: 972 302 1910

Email: Miguelgilciv@gmail.com

Zone Case Number: **2985-E** R323001 Recipient 20 of 112
MORALES, MIGUEL ALEJANDRO GIL
2470 DAYBREAK DR
ROCKWALL TX 75032-7259

Scanned with CamScanner

AI# 12336
Regular City Council Meeting 6. 6.
03/26/2024:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3498, a request of Hot and Juicy Seafood, LLC for Texas Brothers, LLC, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5004 Frankford Avenue, Suite 460-A, located west of Frankford Avenue and south of 50th Street, Frankford Business Park Addition, Lots 4-A and 5, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC3498_Ordinance
ZC3498_Report
ZC3498_Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3498; A ZONING CHANGE FROM IP TO HC ZONING DISTRICT AT 5004 FRANKFORD AVENUE, SUITE 460-A, LOCATED WEST OF FRANKFORD AVENUE AND SOUTH OF 50TH STREET, FRANKFORD BUSINESS PARK ADDITION, LOTS 4-A AND 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3498

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IP** to **HC** zoning district at **5004 Frankford Avenue, Suite 460-A, located west of Frankford Avenue and south of 50th Street, Frankford Business Park Addition, Lots 4-A and 5,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC34948
March 7, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 3498
City Council Meeting	March 26, 2024

Applicant Hot and Juicy Seafood, LLC

Property Owner Texas Brothers, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2535: The subject property was annexed into the City limits and zoned Single-Family District (R-1).
- August 9, 1990, Zone Case 2651, Ordinance No. 9368: The subject property was rezoned from R-1 to Industrial Park District (IDP).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park District (IP) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 3498: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from IP to Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was originally platted as Frankford Business Park Addition, Lots 4 and 5 on January 14, 2002. Frankford Business Park Addition, Lot 4 was replatted on August 26, 2004. The property is currently developed as a shopping center, built in 2006.

Adjacent Property Development
The properties to the west are zoned IP developed with a commercial building, and Low Density Single-Family District (SF-2) as part of a public park. To the north, properties are zoned Heavy Commercial District (HC), and Light Industrial District (LI) developed with commercial buildings. The property to the east is zoned HC and developed with a commercial building. The property to the south is zoned IP and is developed with a commercial building.

Item Summary
The subject property is located at 5004 Frankford Avenue, Suite 460-A, located west of Frankford Avenue and south of 50th Street, Frankford Business Park Addition, Lots 4-A and 5. The applicant is requesting to rezone the property from Industrial Park District (IP) to Heavy Commercial District (HC).

Current zoning: **Industrial Park District (IP)**

Requested zoning: **Heavy Commercial District (HC)**

Purpose Statements
The purpose of Industrial Park District "is to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park settings."

The purpose of Heavy Commercial District "is to provide or development of heavy vehicle repair, wholesale trade, warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered.

Traffic Network/Infrastructure Impacts
The location is along Frankford Avenue which is designated as a minor arterial, and 50th Street which is designated as a local street by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Local streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The subject property is located on Frankford Avenue and is developed with commercial uses. The down zoning to the proposed Heavy Commercial District will not change the surrounding area or the character of the existing development.

Conformance with the Comprehensive Plan Principles and Future Land Use Map
The future land use map designates this property for commercial land uses. The proposed zone change to HC would be in conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning of HC and would not require additional infrastructure improvements to accommodate the uses allowed in the HC zoning district.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3498

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has points of access from Frankford Avenue and 50th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, *Minor Arterial Street, Completed*	R.O.W. 110 feet, five-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
50th Street, *Local Street, Completed*	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, Undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

3.7 **Zone Case 3498:** Hot and Juicy Seafood, LLC for Texas Brothers, LLC, request for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at:

- 5004 Frankford Avenue, Suite 460-A, located west of Frankford Avenue and south of 50th Street, Frankford Business Park Addition, Lots 4-A and 5.

PLANNER GREG HERNANDEZ stated there were twenty-four (24) notifications sent out with none returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

TANNER NOBLE asked staff why the applicant was requesting a lesser zoning designation.

GREG HERNANDEZ advised that under the UDC, the IP designation does not stack as the equivalent zoning in the previous code did. The land use request is for personal service, specifically a massage parlor, which is not a permitted use in IP.

JOHNNY ZARAZUA, 1905 44th Street, representing the property owner, advised they are wanting to rezone the suite in order to open a massage parlor.

TANNER NOBLE noted for clarification that the request is only on the suite and not the whole property. **GREG HERNANDEZ** said he tried to contact the owner to see if he would like to include the entire property in the request. The owner never responded. The down-zone is specific to Suite 460-A.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3498,** a motion was made by **ZACH SAWYER** and seconded by **TANNER NOBLE** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3498

Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

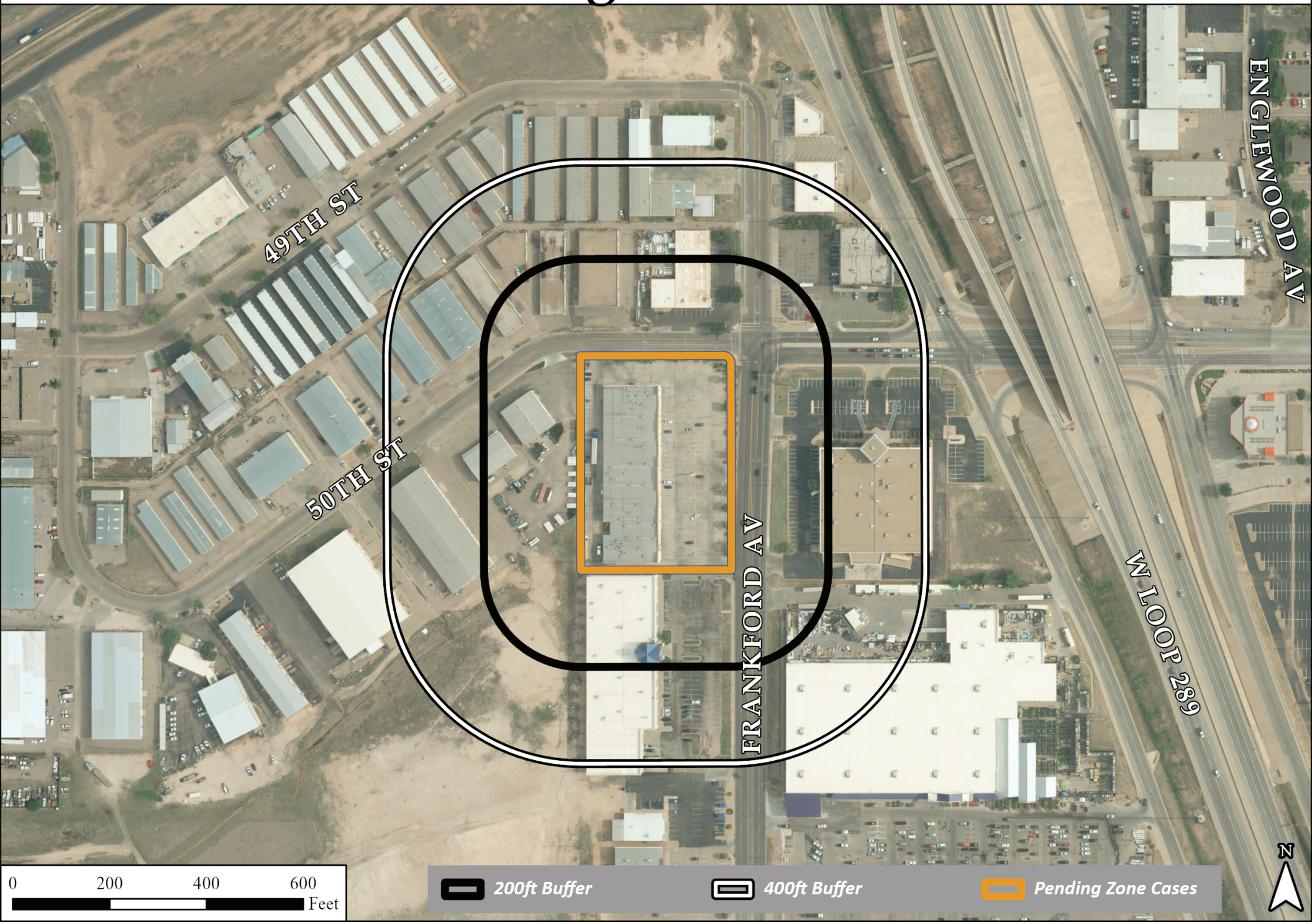
Principal Arterial
- Completed
- Partial
- Future

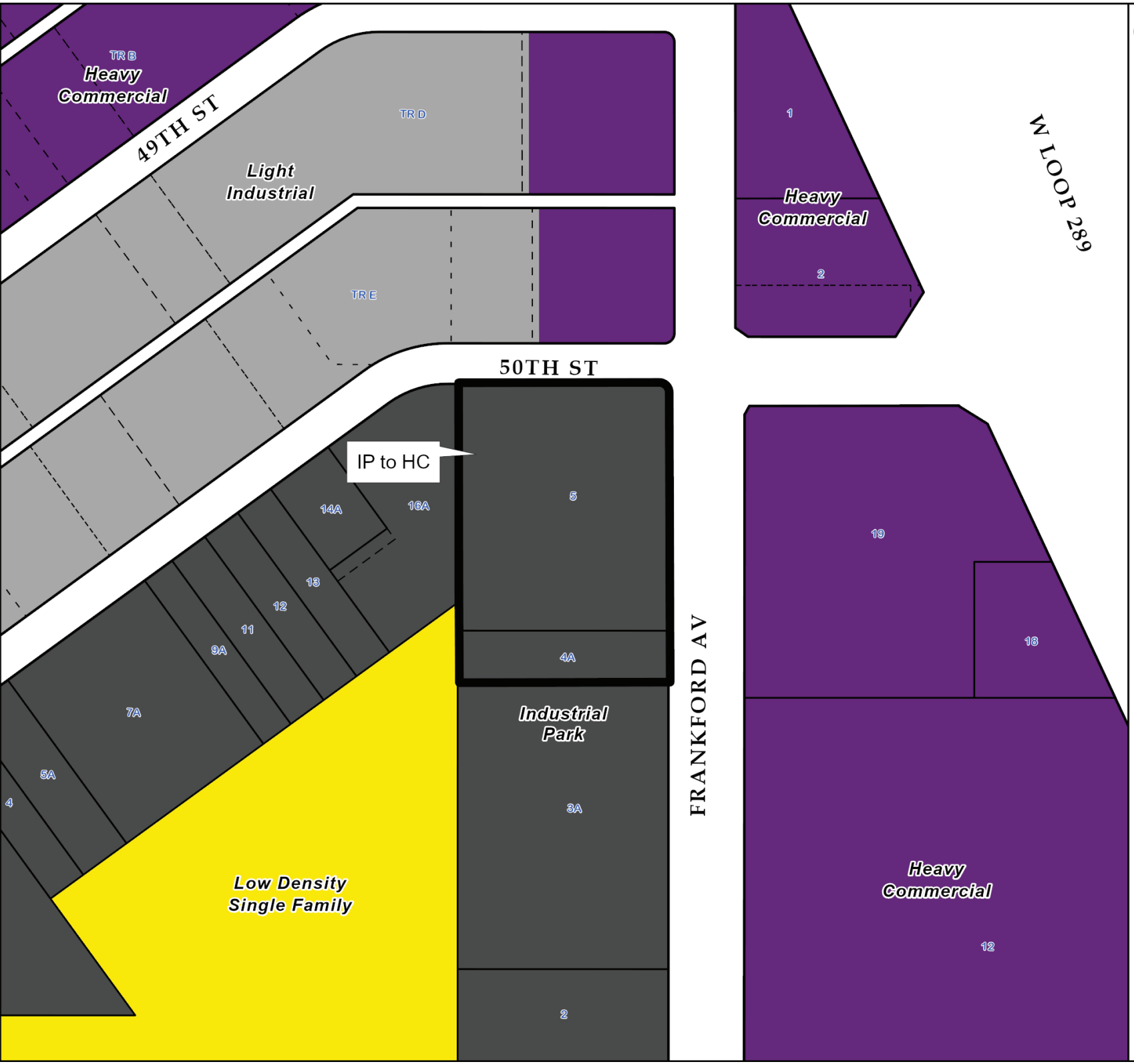
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: February 2024

Zoning Case 3498





Current Zoning
3498

Zoning Districts

- Heavy Commercial (HC)
- Industrial Park (IP)
- Light Industrial (LI)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

Future Land Use Plan
Case 3498

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

3498

View of subject property to the west.

View to the east.

View to the south.

View to the north.

DocuSign Envelope ID: F14E2DCA-4E1C-455B-A797-14B5CB1E81BE

Lubbock Planning Department
PO Box 2000 / 1314 Avenue
Lubbock, TX 7945

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5004 Frankford Avenue Suite 460-A

Lots/Tracts:

Survey & Abstract: None

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request:

Existing Land Use: Retail Shopping Center Existing Zoning: IP Industrial Park

Requested Zoning: HC Heavy Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hot and Juicy Seafood LLC

Name: ~~Biwu Liu~~ Liu

Address: 5004 Frankford Suite 460 A City: Lubbock State: Texas

ZIP Code: 79424 Telephone: 806-777-8371 Email: ~~li~~biwu76@gmail.com

liu.biwu76@gmail.com

Applicant's Signature: X

Date: Printed Name: ~~Biwu Liu~~ Biwu Liu

Owner Information

Firm Name: Texas Brothers LLC

Owner: Judd Porter

Address: 7420 Golden Pond Suite 100 City: Amarilio State: Tx

ZIP Code: 79121 Telephone: 614-722-3913 Email: judd@myporter.net

DocuSigned by:
46185508E4194A9...

Property Owner's Signature:

Date: 2/1/2024 Printed Name: Judd Porter

Preparer Information

DocuSigned by:
Valerie Thomas
1B8645D48B34410...

Preparer's Signature:

Date: 2/1/2024 Printed Name: Valerie Thomas Property Manager

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not restricted by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbo...

AI# 12337
Regular City Council Meeting
03/26/2024:

6. 7.

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2573-T, a request of Parkhill for UMC Health System, for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 5406 Colgate Street, located north of Colgate Street and west of North Slide Road, North Park Addition, Tract K-1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on March 7, 2024, and recommended approval of the request by a vote of 6-0-2.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

ZC2573-T_Ordinance
ZC2573-T_Report
ZC2573-T Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2573-T; A ZONING CHANGE FROM HDR TO AC ZONING DISTRICT AT 5406 COLGATE STREET, LOCATED NORTH OF COLGATE STREET AND WEST OF NORTH SLIDE ROAD, NORTH PARK ADDITION, TRACT K-1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2573-T

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **HDR** to **AC** zoning district at **5406 Colgate Street, located north of Colgate Street and west of North Slide Road, North Park Addition, Tract K-1,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2573-T
March 7, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 2573-T
City Council Meeting	March 26, 2024

Applicant Parkhill

Property Owner UMC Health System

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2536: The subject property was annexed into City limits and zoned Single-Family District (R-1).
- May 6, 2004, Zone Case 2573-F, Ordinance No. 2004-O0051: The property was rezoned from R-1 to High-Density Apartment District (A-2).
- June 11, 2015, Zone Case 2573-O, Ordinance No. 2015-O0062: The property was rezoned from A-2 to Apartment-Medical District (AM).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from AM to High Density Residential District (HDR) with the adoption of the Unified Development Code.
- March 7, 2024, Zone Case 2573-T: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from HDR to Auto-Urban Commercial District (AC) by a vote of 6-0-2.

Notification Summary

- Notifications Sent: 114
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted as North Park Addition, Tract K on June 2, 2016. On June 18, 2018, the property was replatted as North Park Addition, Tract K-1. There is an existing rehabilitation hospital, South Plains Rehabilitation Hospital, which was constructed on the property in 2022.

Adjacent Property Development

Properties to the north and west are duplexes and townhouses (undeveloped) zoned Medium Density Residential (MDR). The eastern and southern properties are developed with a UMC hospital and apartments, zoned HDR.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5406 Colgate Street, located north of Colgate Street and west of North Slide Road. The applicant requests a zone change from High Density Residential (HDR) to Auto-Urban Commercial District (AC), to allow for a new medical facility.

Current zoning: **High Density Residential District (HDR)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements

The intent of the current HDR zoning is to provide for three subdivision types:

A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.
B. *Village.* Mixed housing types, including townhouses, detached single-family garden homes, and low- to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.
C. *Mixed-Use.* Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.

The intent of the proposed AC zoning is "to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts
The property is located north of Colgate Street, which is designated as a local street, and west of North Slide Road, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. An existing UMC medical facility was developed in 2022 on the subject property and Tract K-2 of the same development. The applicant is requesting the zone change in order to accommodate an expansion of the hospital by 26 beds (16,200 sqft addition).

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2573-T

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has a point of access from Colgate Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Colgate Street, Local Street, Complete	R.O.W. 60 feet, 2 lane, undivided, paved.	R.O.W. 60 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

3.8 **Zone Case 2573-T:** Parkhill for UMC Health System, request for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at:

- 5406 Colgate Street, located north of Colgate Street and west of North Slide Road, North Park Addition, Tract K-1.

PLANNER VICTORIA LEWELLING stated there were one-hundred and fourteen (114) notifications sent out with none returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

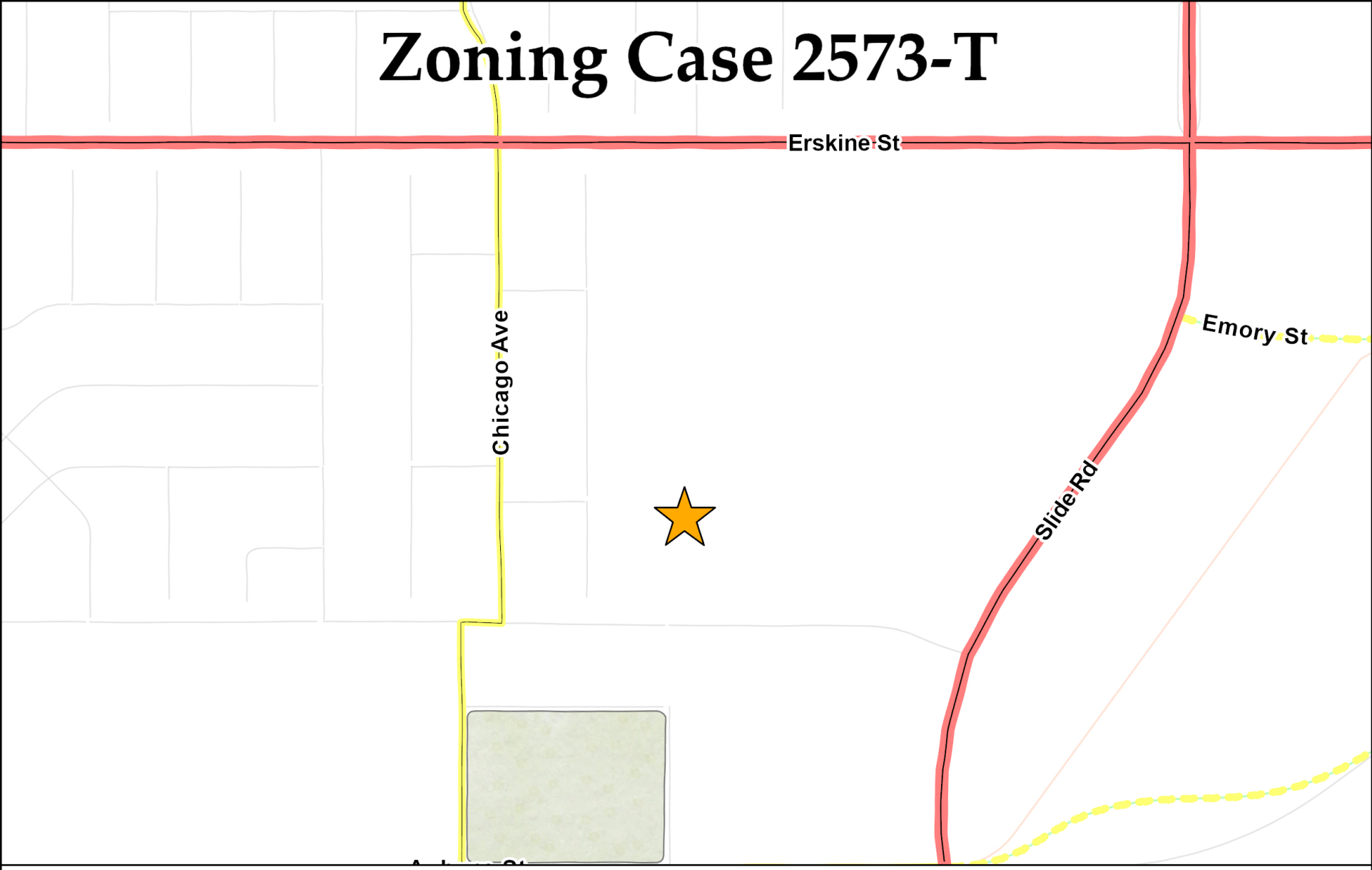
APPLICANT JOHNA ANTHONY, 4222 85th Street, with Parkhill, advised this facility has been a rehabilitation center since 2018 and they are looking to expand the facility. In the HDR district, the use is limited to 5 acres, but their property is over 6 acres, thus the need for the zone change.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2573-T,** a motion was made by **SCOTT GLOYNA** and seconded by **TANNER NOBLE** to approve the request. The Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

CHAIR JAMES BELL and **ZACH SAWYER** recused from the vote.

Zoning Case 2573-T

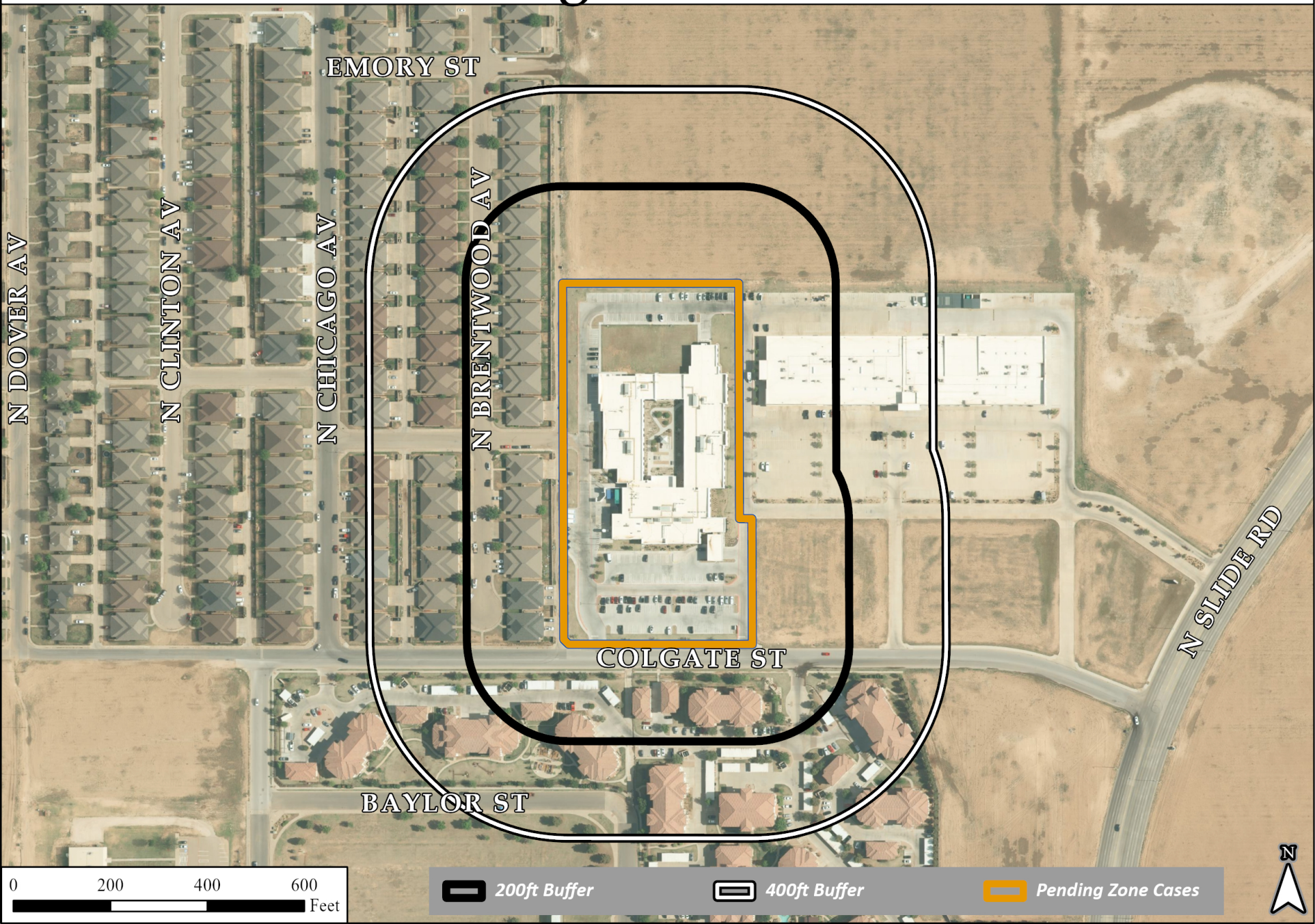


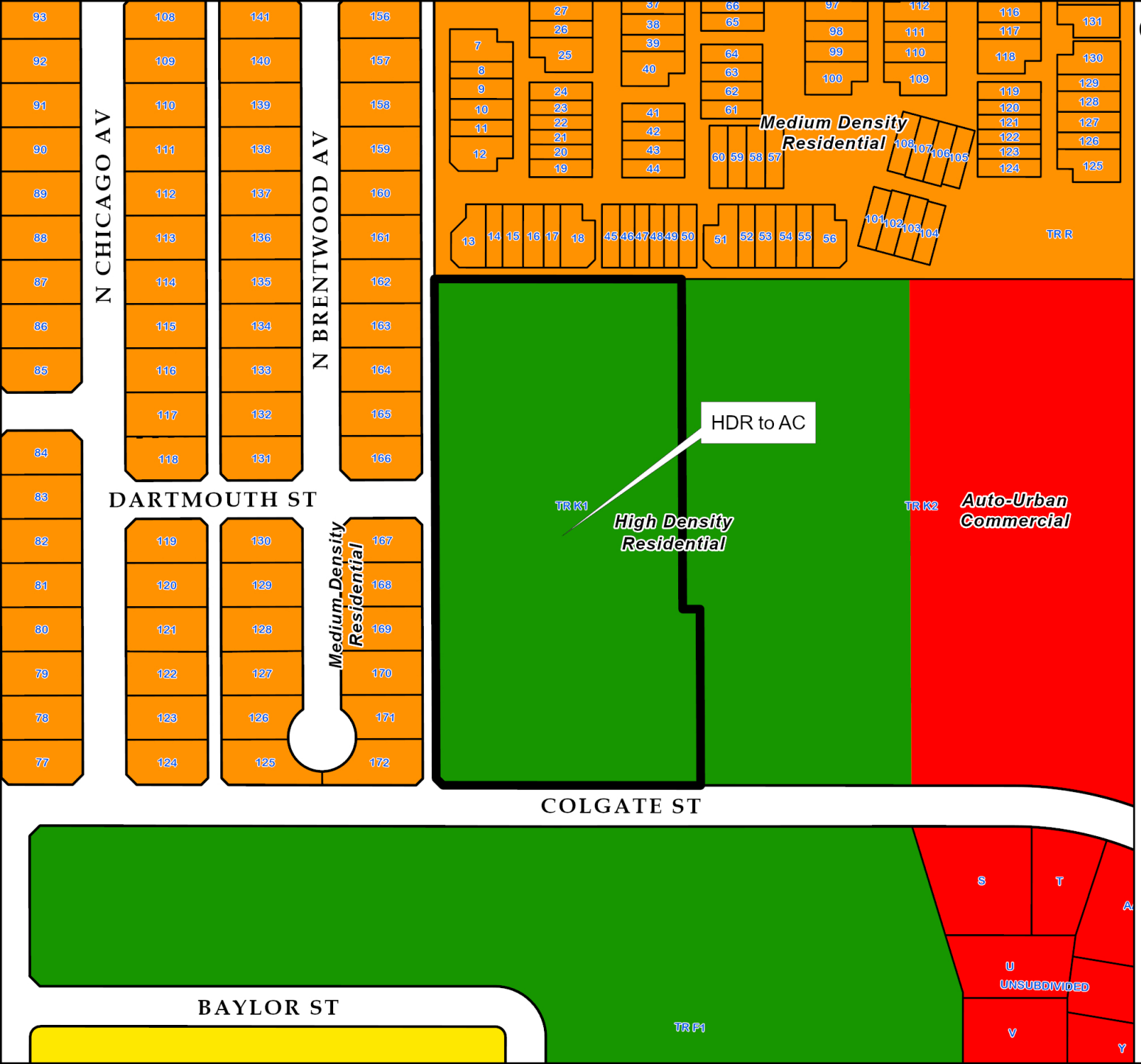
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: February 2024

Zoning Case 2573-T





Current Zoning 2573-T

Zoning Districts

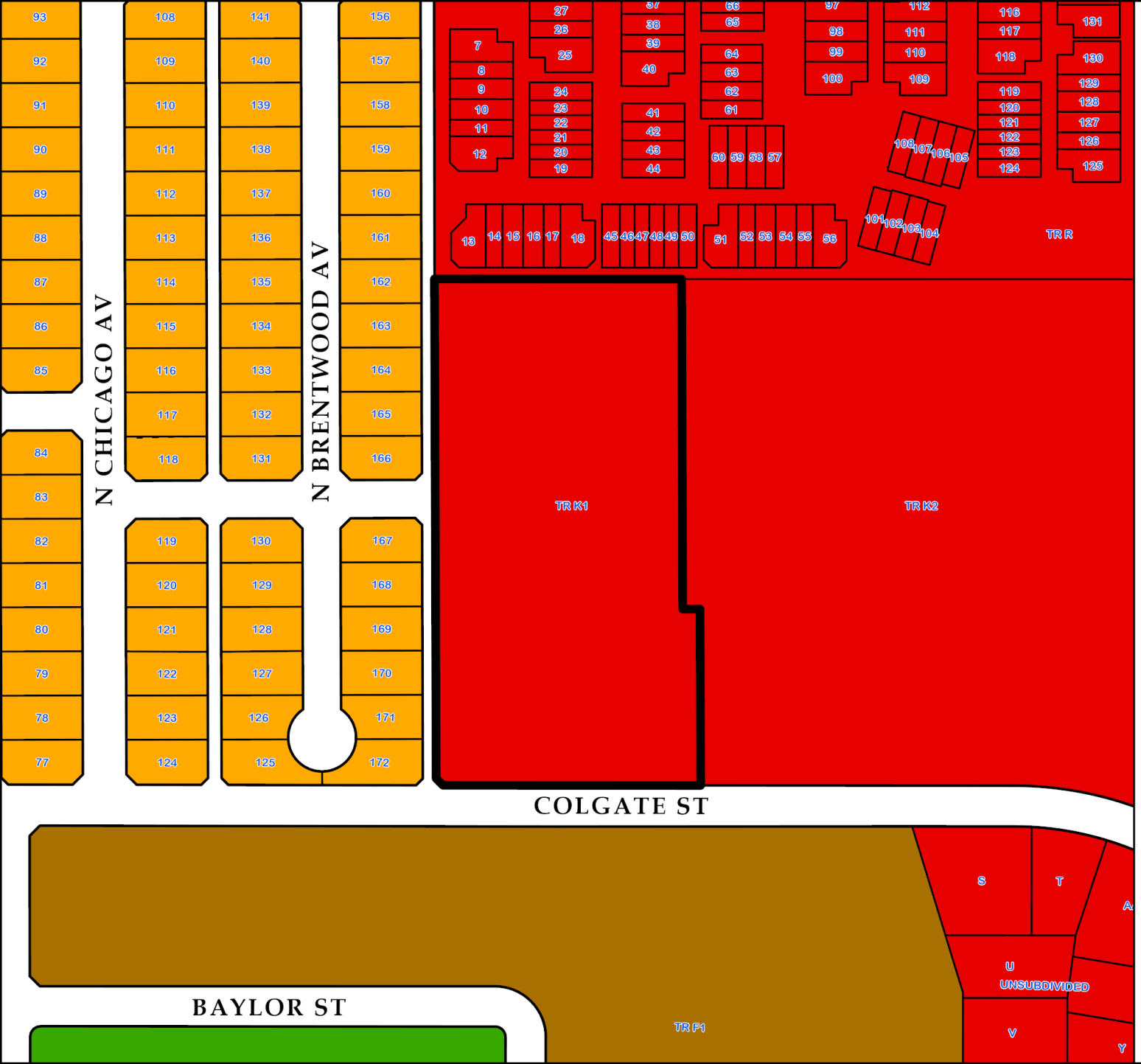
- Auto-Urban Commercial (AC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024



Future Land Use Plan
Case 2573-T

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2024

2573-T. 5406 Colgate Street.

View to the north. Subject Property.

View to the south.

View to the east.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5406 Colgate Street, Lubbock, Texas 79416

Lots/Tracts: TR K1

Survey & Abstract: North Park

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 6.36 Acres

Existing Land Use: Rehab Hospital Existing Zoning: High Density Residential

Requested Zoning: Auto Urban Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Parkhill

Name: Alan Holly

Address: 4222 85th Street City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-473-2200 Email: aholly@parkhill.com

Applicant's Signature: Alan Holly

Date: 01/04/2024 Printed Name: Alan Holly

Owner Information

Firm Name: Lubbock County Hospital District dba UMC Health System

Owner: Mark Funderburk

Address: 602 Indiana Avenue City: Lubbock State: TX

ZIP Code: 79415 Telephone: 806-761-0806 Email: mark.funderburk@umchealthsystem.com

Property Owner's Signature: Mark Funderburk

Date: 1/26/2024 Printed Name: Mark Funderburk, CEO UMC Health System

Preparer Information

Preparer's Signature: Johna Anthony

Date: 01/04/2023 Printed Name: Johna Anthony

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Parkhill

MEMO

TO:	City of Lubbock Planning Department
FROM:	Parkhill
PROJECT NAME:	Encompass Rehab Hospital
PROJECT NO.:	42067.23
DATE:	01/04/2024

The South Plains Rehabilitation Hospital located 5406 Colgate Street requests to change the zoning of their property (6.36 total acres) from High Density Residential (HDR) to Auto-Urban Commercial (AC). The facility has served as a leading provider of inpatient physical rehabilitation for complex neurological and orthopedic conditions since 2018 and seeks to expand the hospital with a 26 bed (16,200 SF) addition. As rehabilitative care is a specific use within the HDR zone and is limited to 5 acres, this addition requires a zone change from the existing classification to a more fitting AC in which rehabilitative care is a permitted use. According to the City's zoning maps, AC appears to be a good fit into the surrounding land uses with its proximity to N Slide Road.

Parkhill

METES AND BOUNDS DESCRIPTION OF TRACT "K-1", NORTH PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

All of Tract "K-1", North Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2018022702 of the Plat Records of Lubbock County, Texas, said Tract "K-1" contains 6.36 acres, being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found in the west line of a 20-foot wide alley, dedicated with the plat of Fountain Wood, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8137, Page 345 of the Real Property Records of Lubbock County, Texas, at the northwest corner of said Tract "K-1";

(1) THENCE *South 88 degrees 06 minutes 33 seconds East* a distance of 363.53 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most northerly northeast corner of said Tract "K-1";

(2) THENCE *South 01 degrees 51 minutes 34 seconds West* a distance of 485.59 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for an ell corner of said Tract "K-1";

(3) THENCE *South 88 degrees 06 minutes 33 seconds East* a distance of 28.50 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most easterly northeast corner of said Tract "K-1";

(4) THENCE *South 01 degrees 51 minutes 34 seconds West* a distance of 259.40 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the north right-of-way line of Colgate Street, dedicated with the plat of North Park, Tract "F", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2010029571 of the Official Public Records of Lubbock County, Texas, for the southeast corner of said Tract "K-1";

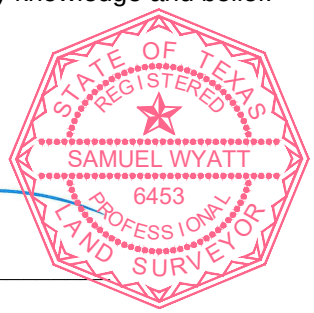
(5) THENCE *North 88 degrees 06 minutes 33 seconds West*, along the north right-of-way line of said Colgate Street, a distance of 379.03 feet to a point for the most southerly southwest corner of said Tract "K-1";

(6) THECE *North 43 degrees 14 minutes 25 seconds West* a distance of 14.17 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the east right-of-way line of said 20-foot wide alley dedicated with said plat of Fountain Wood, for the most westerly southwest corner of said Tract "K-1";

(7) THENCE *North 01 degrees 37 minutes 43 seconds East*, along the east right-of-way line of said 20-foot wide alley, a distance of 735.00 feet to the **POINT OF BEGINNING**. Bearings called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas called in this description are based on calculations made from surface distances.

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

Surveyed December 21, 2017
Signed: January 29, 2024



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

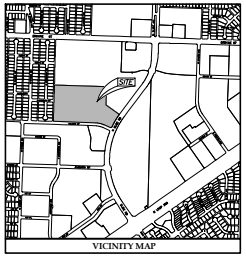
Texas Registered Surveying Firm # 10194091

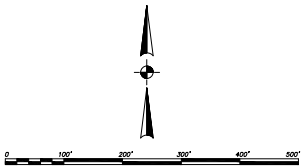
TRACTS "K-1" & "K-2"

NORTH PARK

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

BEING A RE-PLAT OF TRACT "K", NORTH PARK ADDITION
(P&D #2016019249 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)





SCALE 1" = 100'.

HEAVY LINES INDICATE PLAT LIMITS.

ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.

NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING AND ZONING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.

ALL UTILITY SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS AND THE PROVISIONS OF SECTION 36.09.095 OF THE LUBBOCK CODE OF ORDINANCES.

ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO THE RECORDING OF THIS FINAL PLAT.

ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENTS PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.

ALL EASEMENTS HEREIN GRANTED SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR, REMOVAL OR REPLACEMENT. EASEMENTS DESIGNATED OR PROVIDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.

ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN ON THIS PLAT FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.

MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 28.09.131, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.

IN ORDER TO PREVENT DAMAGE TO PUBLIC AND PRIVATE UTILITIES AND TO MINIMIZE AND/OR ELIMINATE INTERRUPTION OF UTILITY SERVICES, THE CITY OF LUBBOCK SOLID WASTE SERVICES DEPARTMENT REQUESTS THAT NO UTILITY RISERS, METER BASES, PEDESTALS, ETC., PUBLIC OR PRIVATE, BE PLACED IN THE CHAMFERED CORNERS OF ALLEY WAYS. ALL ALLEYS SERVICED BY THE CITY OF LUBBOCK SOLID WASTE DEPARTMENT MUST BE AT LEAST 20 FEET IN WIDTH. ADEQUATE SPACE OF 80-1/2" IS REQUIRED FOR DUMPSTER PLACEMENT IN ALL ALLEY WAYS. ADEQUATE DUMPSTER RATIO IS 1 DUMPSTER PER EVERY 4 HOMES.

BLANKET GARBAGE COLLECTION EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED.

SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
LPL = LUBBOCK POWER AND LIGHT.
USE = UNDERGROUND STREET LIGHT EASEMENT.
UUE = UNDERGROUND UTILITY EASEMENT.
TPE = 4' x 6' (MINIMUM) TRANSFORMER PAD EASEMENT.
SPS = SOUTHWESTERN PUBLIC SERVICE.
SWBT = SOUTHWESTERN BELL TELEPHONE.
DRE = DRAINAGE EASEMENT.
PAE = PEDESTRIAN ACCESS EASEMENT.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
COTX = COUNTY CLERK'S FILE NUMBER.
WLE = WATER LINE EASEMENT.
PCC = POINT OF COMPOUND CURVATURE.
PRC = POINT OF REVERSE CURVATURE.
RC = RECORD CALL.
M = MEASURED.

● = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOC." (P&RD)
⊗ = SET "X" CUT ON CONCRETE. (CM)
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

DISTANCES AS SHOWN HEREON ARE SURFACE.

BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202.

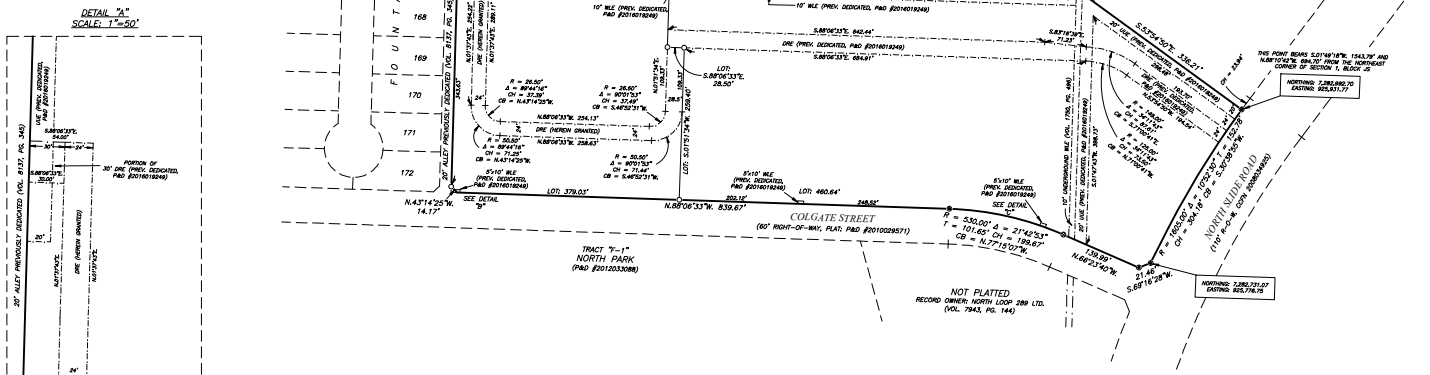
THESE PLAT LIMITS CONTAIN 20.0831 ACRES OF LAND.

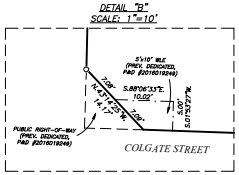
DESCRIPTION OF THE PLAT LIMITS IS ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.

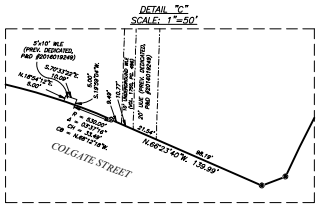
APPROVED THIS_____ DAY OF_____, 20_____.
BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED_____ CHAIRMAN

ATTEST_____ SECRETARY







KNOW ALL MEN BY THESE PRESENTS:
THAT I, SAMUEL WYATT, REGISTERED PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS INDICATED THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION

STATE OF TEXAS
SAMUEL WYATT
6453
REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR #6453
LUBBOCK, TEXAS

SURVEYED: DECEMBER 21, 2017

PARKHILL SMITH & COOPER
TBPLS FIRM REGISTRATION NO. 10194091
4222 85TH STREET
LUBBOCK, TX. 79423
806.473.2200

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AI# 12402
Regular City Council Meeting
03/26/2024:

6. 8.

Information

Agenda Item

Ordinance 1st Reading - City Council: Consider an ordinance amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", Article 22.04 "Wastewater System" of the Code of Ordinances of the City of Lubbock, Texas, in order to delineate sewer line repair and maintenance responsibilities.

Item Summary

The City Council adopted Ordinance No. 2023-O0119 on October 10, 2023, amending Chapter 22 of the City of Lubbock Code of Ordinances. The ordinance allows licensed plumbers to work within public right-of-way to fully repair the private sewer lateral line between the house or business structure, and the City main located in the right-of-way. Under the previous ordinance adopted in 2006, licensed plumbers were not allowed to perform this work within the public right-of-way, and these repairs were performed by City of Lubbock Pipeline Maintenance Crews.

The proposed ordinance would allow only the City and its designated contractors to work on the sewer lateral in the public right-of-way, which is in line with the practice that was in place prior to October 10, 2023. Following this memo you will find a copy of the proposed ordinance, a redline outlining the changes to Chapter 22, and a chart showing the type of work completed by Pipeline Maintenance Crews by percentage.

Fiscal Impact

There are sufficient funds in the budget at this time to cover the change in policy. However, a budget amendment may be needed later in the fiscal year to continue covering material costs for sewer lateral repairs.

Staff/Board Recommending

Latrelle Joy, Council Member, District 6
Steve Massengale, Council Member, District 4

Attachments

Ordinance - Chapter 22, Utilities
Ch. 22 Provisions - Redline
Activity Chart

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 "UTILITIES", ARTICLE 22.04 "WASTEWATER SYSTEM" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, IN ORDER TO DELINEATE SEWER LINE REPAIR AND MAINTENANCE RESPONSIBILITIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Lubbock maintains the City's sanitary sewer mains throughout the City; and

WHEREAS, the City Council of the City of Lubbock finds that it is for the public good, public health and safety, and for a public purpose, that the City shall make any necessary repairs to sewer lateral lines located in the public rights-of-way in order to maintain the integrity of the City's sanitary sewer system as a whole; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments to Article 22.04 of the Code for the reasons stated above; NOW THEREFORE:

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

SECTION 1. THAT Article 22.04, Section 22.04.09 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.009 Sanitary sewer later line maintenance.

(a) The city and its designated contractors shall be the only authorized entities or persons to repair or replace the sewer wye, tee, or tapping saddle connection to the city sewer main for an existing property with current sewer service and to replace the customer's lateral service line located in the city's right-of-way.

(b) The customer shall be responsible for cleaning, clearing, removing obstructions, maintenance, and operation of the customer's sanitary sewer lateral line from the home, business, facility, or other point of service, to the sewer wye, tee or tapping saddle connection at the public sewer main. The customer shall be responsible for the repair and replacement of the customer's lateral sewer service line from the point of service to the property line.

(c) The customer or the customer's contractor shall acquire the proper permits and comply with all applicable laws, ordinances, and policies for the maintenance, repair and operation of this lateral sewer service line. Physical obstructions in the city's alley right-of-way, such as landscaping, irrigation systems, fencing, or other such surface or subsurface obstructions may potentially be damaged by excavation activity and are prohibited. All repairs and construction of the sewer service line or pavement within city right-of-way or alleyways shall be performed in

accordance with all applicable ordinances and the City of Lubbock Engineering Minimum Design Standards and Specifications.

(d) The customer's utility contractor shall perform the proper one-call notification pursuant to Texas State Utility Code title 5, chapter 251. Such notification requires a 48-hour advance notice before excavation can begin. In addition, prior to excavation, the customer's utility contractor shall complete a permit with the City of Lubbock right-of-way department.

(e) Repairs:

(1) Emergency repairs.
An emergency repair request is one where the customer does not have sewer service and the lack of wastewater flows creates a potential health concern. The city shall respond to emergency repairs if the customer's utility contractor determines there is a problem with the connection at the city's sanitary sewer main, and a sanitary sewer overflow is imminent or discharging in the residence or place of business. Once both conditions have been confirmed the utility contractor shall contact the city for emergency repairs of the city's main.

(2) Repair of an existing sewer wye, tee, or tapping saddle:
The city shall be responsible for replacing the wye, tee, or tapping saddle if it is found to be inoperable or in disrepair. A contractor of the customer shall not make these repairs. Rather, requests for repair shall be made directly to the water utility department by the contractor making the sanitary sewer lateral line repairs.

(3) Routine repair:
A routine repair request is one where there is service, but the tap is in need of repair. The tap repair will be scheduled and placed on the repair priority list based upon whether the service is an emergency or routine repair. City personnel or its contractors will perform all paving and concrete repair.

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

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

SECTION 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 this _____ day of _____, 2024.

Passed by the City Council on second reading this _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Latrelle Joy, Councilwoman, District 6

_____
Steve Massengale, Councilman, District 4

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs// OrdAmend_2024 Ch 22 Amendments
3.19.24

§ 22.04.009 Sanitary sewer lateral line maintenance.

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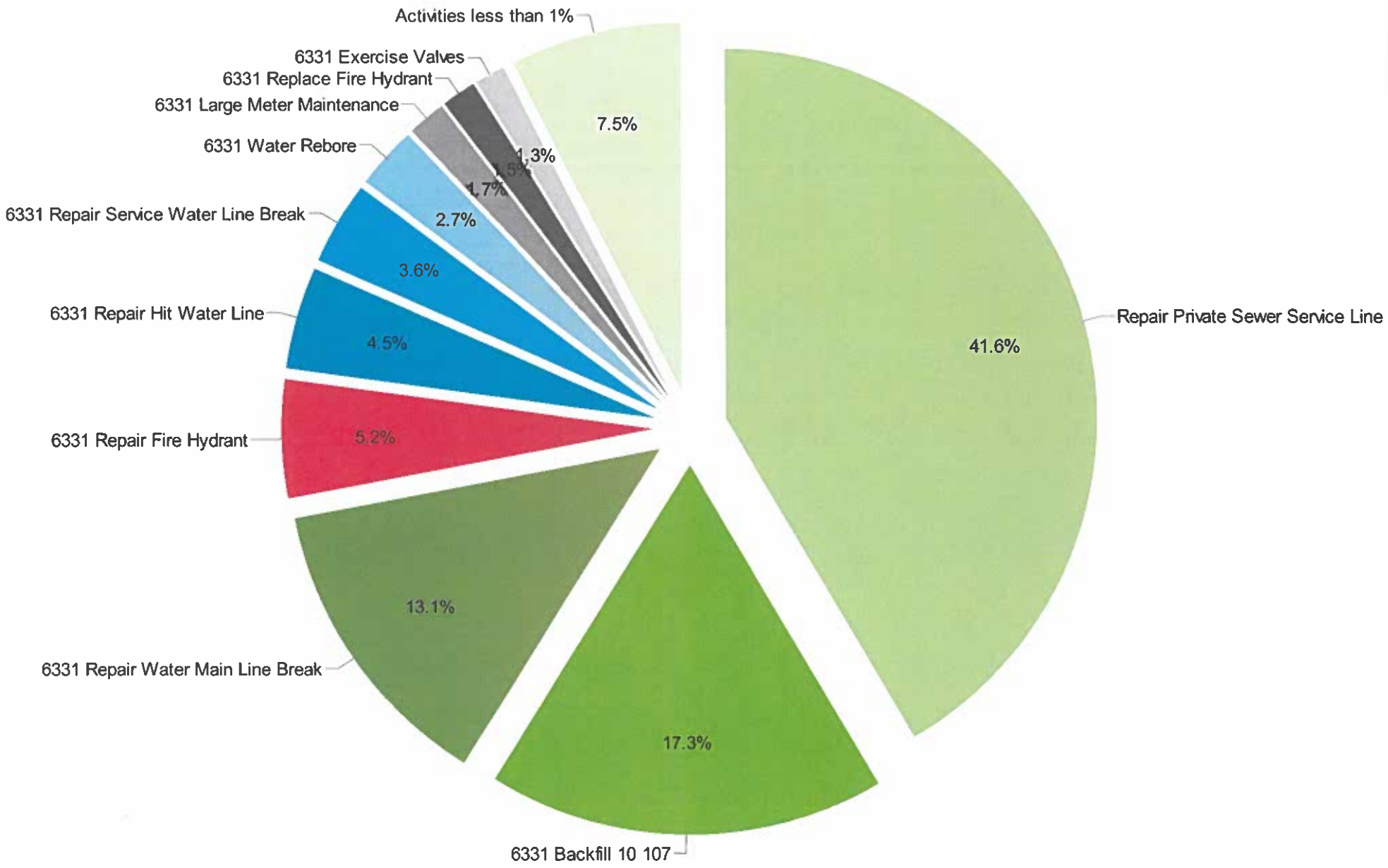
(Ordinance 2010-O0049, sec. 13, adopted 6/24/2010; Ordinance 2023-O0119 adopted 10/10/20

Percentage of Work Done by Activity 1/1/2022 to 1/1/2024