

Resolution No. 2025-R0077

Item No. 6.8

February 11, 2025

RESOLUTION

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

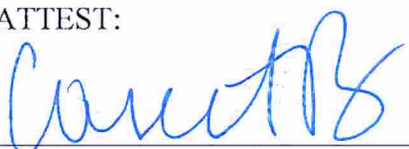
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Municipal Services Agreement, by and between the City of Lubbock, Thomas L. Cooke, and Deidra DeAnn Williams Martin, and related documents. Said Agreement is attached hereto 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 February 11, 2025.



MARK W. MCBRAYER, 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

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS
AND THOMAS L. COOKE AND DEIDRA DEANN WILLIAMS MARTIN

This Municipal Services Agreement (“Agreement”) is entered into on 11th day of February, 2025 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, (“City”) and Thomas L. Cooke and Deidra DeAnn Williams Martin (“Owners”), collectively referred to as (“Parties”).

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code (“LGC”);

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners owns a certain parcel of land situated in Lubbock County, Texas which consists of approximately 407.28 acres of land in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in “Exhibit A”, attached to and incorporated herein (“Property”);

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth in “Exhibit B”, attached to and incorporated herein (“Petition”);

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES PLAN**

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services:* None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 1515 E. Ursuline Avenue, Fire Station No. 4, located at 2504 Cornell Street, and Station No. 5, located at 1104 Zenith Avenue. Station No. 2 is approximately 3.3 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 4 is approximately 4.9 miles from the proposed annexation with an approximate response time of 7 minutes. Station 5 is approximately 6.1 miles from the proposed annexation with an approximate response time of 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation and within response standards described in NFPA 1710. Fire prevention activities will be provided by the Fire Marshal’s office as needed.

ii. First Responder Emergency Medical Services

a. *Existing Services:* None

b. *Services to be Provided:* Lubbock Fire Rescue is a Basic Life Support (BLS and ALS) First Responder (non-transport) Organization. BLS and ALS First Responder emergency medical response will be provided by Fire Station No. 2, located at 1515 E. Ursuline Avenue, Fire Station No. 4, located at 2504 Cornell Street, and Station No. 5, located at 1104 Zenith Avenue.

Station No. 2 is approximately 3.3 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 4 is approximately 4.9 miles from the proposed annexation with an approximate response time of 7 minutes. Station 5 is approximately 6.1 miles from the proposed annexation with an approximate response time of 9 minutes. Emergency medical transport is provided by the Lubbock County Hospital District through UMC EMS.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Lubbock Police Department has jurisdictional law enforcement responsibility and first responder designation. Calls for police services will be provided by the North Patrol Division, with secondary services provided by the South Patrol Division and tertiary services provided by the East Patrol Division. Law enforcement services can be provided to the annexed area within current appropriation, however with the increase in land mass and population, an appreciable yet modest increase in call response times, crimes rate, crimes per thousand population, and traffic related calls should be expected and anticipated. Expansions of authorized police staffing and support services need to be considered for this and future annexations, including an analysis of the ratio of officers per population.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Unified Development Code will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. *Existing Services*: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. *Services to be Provided*: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any

addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

x. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* The Developer will be required to improve east Bluefield Street from MLK Boulevard to Olive Avenue to a two-lane section. The Developer will be required to improve Guava Avenue from Bluefield Street to at least a two-lane section to the entrance of the facility and then transition back to the existing pavement section. East Bluefield Street and Guava Avenue are classified as collectors on the Master Thoroughfare Plan. Improvements made to Bluefield Street and Guava Avenue will not be eligible for Impact Fee Offsets.

The Developer will be required to provide right-of-way for a two-lane section from the southeast corner to the northeast corner of the Property (currently designated as Olive Avenue on the Master Thoroughfare Plan), including a transition back to the existing section. Olive Avenue is classified as a minor arterial in the Master Thoroughfare Plan.

The pavement structure for Olive Avenue will require an appropriate pavement design meeting a minimum design standard for the street as classified (collector, arterial, etc.) and for the traffic load expected. These roadways may be built in phases, but will be required to be built once any connection including streets or alleyways is made to the road by the voluntary annexation area.

Additional all-weather access may be required for ingress and egress by the Fire Marshall at the time of building permit in addition to what is required in this section.

x. Storm Water Management Services

a. *Existing Services:* City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of

completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with Chapter 22 (City's Stormwater permit) and Chapter 39 (Unified Development Code) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the City of Lubbock Storm Water Staff.

xiii. Street Lighting

a. *Existing Services:* None

b. *Services to be Provided:* The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services:* None

b. *Services to be Provided:* Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services:* None

b. *Services to be Provided:* Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City. Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Developer.

c. Water and Sewer studies may be required in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside

of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead-end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead-end water main.

There are existing water lines in Bluefield Street and Guava Avenue that will be required to be extended appropriately to serve the site. All water extensions will be at the sole expense of the Developer.

e. The annexation area will require a private lift station(s) in order to receive sewer services. The gravity sanitary sewer lines internal to the site and the lift station(s) will remain private. All maintenance and operations of the gravity sewer lines, and lift station(s) will be the responsibility of the Developer, and said responsibility shall run with the land. The force main will be turned over to the City of Lubbock and the design must conform to current policies and ordinances. The nearest gravity sewer line available to take the force main discharge is south of Regis Street and east of Guava Avenue. All sewer extensions will be at the sole expense of the Developer.

xvi. Solid Waste Services

a. *Existing Services:* None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the Developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial

Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

- B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
- C. Owners understand and acknowledge that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.
- 4. **AUTHORITY.** City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 8. **NO WAIVER.** The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004

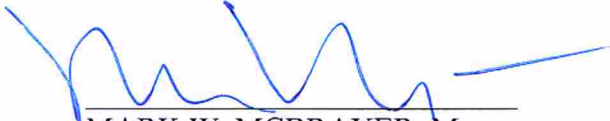
- a. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;
- b. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;
- c. The procedural mechanisms in order to annex the Landowners property shall be as follows:
 1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;
 2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:
 - a. All of the services the City will provide to the property once annexed; and
 - b. A schedule of any services the City will provide at a later time, if not at the time of annexation.
- d. The above procedures shall require the consent and signature of the City and the Landowner; and
- e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.


CITY OF LUBBOCK


OWNER


MARK W. MCBRAYER, Mayor


Signature

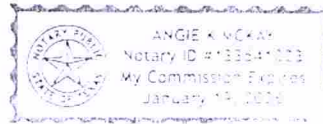
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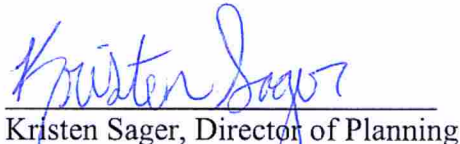

Printed Name


Courtney Paz, City Secretary

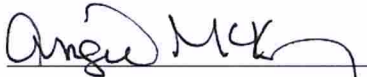
SUBSCRIBED AND SWORN TO BEFORE ME on the day of Feb, 2025, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:




Kristen Sager, Director of Planning

[Seal]

[Signature] 

[Printed name] Angie K. McKay

APPROVED AS TO FORM:

Notary Public in and for the State of Texas


Kelli Leisure, Senior Assistant City Attorney

OWNER

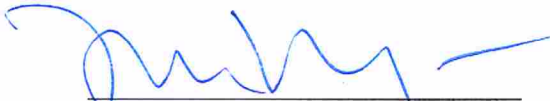
Signature

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK


OWNER


MARK W. MCBRAYER, Mayor

Signature

ATTEST:

Printed Name


Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of ___ day of __, 20___, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

[Seal]

[Signature] _____

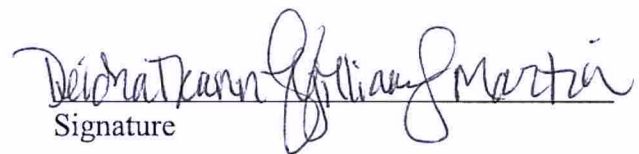
[Printed name] _____

APPROVED AS TO FORM:

Notary Public in and for the State of Texas

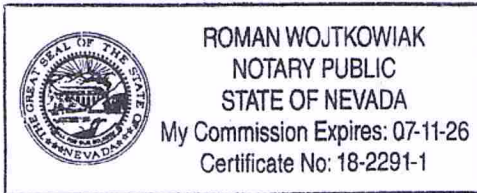

Kelli Leisure, Senior Assistant City Attorney

OWNER


Signature

Deidra Deann Williams Martin
Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME on the 3rd
day of ^{February} 2025, to certify which witness
my hand and official seal.



[Seal]

[Signature]

[Printed name]

Roman Wojtkowiak Notary Public

Notary Public in and for
the State of ~~Texas~~ Nevada
Clark
County of Clark