

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, March 12, 2019

Daniel M. Pope, Mayor
Jeff Griffith, Mayor Pro Tem, District 3
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Steve Massengale, Councilman, District 4
Randy Christian, Councilman, District 5
Latrell Joy, Councilwoman, District 6

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



<http://www.mylubbock.us>

City Council Chambers, 1625 13th Street, Lubbock, Texas

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

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

1. **1:00 p.m. - City Council convenes in Work Session in Committee Room 103 in City Hall - Items for presentation and discussion on such issues that may require more in-depth consideration by the City Council, than Regular Agenda items. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.**

1. 1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
 1. 1. 1. Water/Wastewater Utilities Fund
 1. 1. 2. Short Term Rental Overview, Regulations, and Registry Options
 1. 1. 3. North and East Lubbock Infrastructure Fund Progress Update

1. 2. The City Council may discuss:
 - 1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Lubbock City Council Rules; or
 - 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

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

2. **Executive Session**

2. 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.

2. 1. 1. LP&L/Atmos Option

2. 1. 2. Discussion of applicable state and municipal regulation of short term rental properties and residential home sharing

2. 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.

2. 2. 1. Blk A Sec. 27 AB 32 TR A1 & 2, Lubbock County, Texas

2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body, and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

2. 4. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Planning and Zoning Commission and the Zoning Board of Adjustment.

Adjourn from Executive Session

3. **4:30 p.m. - City Council reconvenes in Open Session in City Hall Council Chambers**

4. **Ceremonial Items**

4. 1. Invocation

4. 2. Pledges of Allegiance

Call to Order

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m.**

6. **Minutes**
 6. 1. February 12, 2019 Regular City Council Meeting
February 19, 2019 Special City Council Meeting - Community Engagement Task Force

7. **Consent Agenda - Items considered to be routine and 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.**
 7. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance No. 2019-O0023, Amendment 11, amending the FY 2018-19 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the National Association of City and County Health Officials (NACCHO) for the VIM-CRPA Demonstration Project; providing for filing; and providing for a savings clause.

 7. 2. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2019-O0024, granting to Atmos Energy Corporation (Atmos), the franchise and rights to conduct the business of acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of a gas system for the sale, transportation, and distribution of natural gas within the municipal boundaries of the city and to the residents and businesses located therein, and the right to use the present and future streets, roads, highways, alleys, public ways, and real property in the City of Lubbock (City).

 7. 3. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 14491 with Hugo Reed and Associates, Inc., to provide surveying services for annexation water lines for fire protection.

 7. 4. **Resolutions - Community Development:** Consider fourteen resolutions authorizing the Mayor to execute the Community Development funding contracts and all related documents, between the City of Lubbock and the Community Development Block Grant (CDBG) sub-recipients which are: Big Brothers Big Sisters, CASA of the South Plains, Community Health Center, Communities in Schools, First Progressive Baptist Church, Lubbock Children's Health Clinic, Lubbock Boys & Girls Club, Parenting Cottage, Workforce Solutions, YWCA of Lubbock - Youth Program, YWCA of Lubbock - Childcare, YWCA of Lubbock - Special Needs After School Care, Children's Advocacy Center, and Parkway Neighborhood Center.

 7. 5. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043929 with Robert's Truck Center, for the purchase of four Left Hand Cab and Chassis for Solid Waste Collection.

7. 6. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043813 with Bee Equipment, for the purchase of a Superior Broom for the Airport.

7. 7. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043781 with Area Trailer Sales and Rentals, for the purchase of three (3) belly dump trailers with roll tarp systems for Wastewater.

7. 8. **Ordinance 1st Reading - Parks and Recreation:** Consider an ordinance amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas, in regard to permitting special events that meet specified criteria, to allow the possession, sale, or consumption of alcohol in designated Regional or Community Parks.

8. **Regular Agenda**

8. 1. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0025, for Zone Case 1617-A, a request of Eco Site, for Tim Reed, for a Specific Use for antennas, towers, and alternative tower structures, to allow a monopole telecommunications tower to be located on land zoned Local Retail District (C-2) at 4646 34th Street, approximately 1,750 feet west of the intersection of 34th Street and Quaker Avenue, Pounds Addition, on the south 125 feet of Lot 7.

8. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0026, for Zone Case 2538-F, a request of Ronnie Wallace, for Betenbough Homes, for a zone change to Reduced Setback Single-Family District (R-1A) from Single Family District (R-1) at 3201, 3202, 3210, 3211, 3301, and 3302 Viola Avenue, located on both sides of Viola Avenue, approximately 1,500 feet west of the intersection of Upland Avenue and 34th Street, Wilderland Park Addition, Lots 1 through 6.

8. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0027, for Zone Case 3274-D, a request of Ronnie Wallace, for Betenbough Homes, for a zone change to Single Family Residential (R-1) from Garden Office (GO) at 2319 138th Street and 2335 138th Street, located on the south side of 138th Street, approximately 250 feet east of University Avenue, Bell Farms Lubbock South Office Addition, Tracts B and C.

8. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0028, for Zone Case 3358-A, a request of Hugo Reed and Associates, Inc., for BBA Homes, for a zone change to Reduced Setback Single-Family District (R-1A) from Single Family District (R-1) and High Density Apartment District (A-2) at 901 Inler Avenue, located on the east side of Inler Avenue, approximately 1,270 feet south of the intersection of Inler Avenue and 4th Street, on 78.5 acres of unplatted land out of Block D-6, Section 2.

8. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0029, for Zone Case 3371, a request of AMD Engineering, for Wooded Forest, for a zone change to General Retail (C-3) and Restricted Local Retail (C-2A) from Transitional (T) at 4015 146th Street, located at the southeast corner of 146th Street and Quaker Avenue, continuing east to Memphis Avenue and continuing south on Quaker Avenue for approximately 1,650 feet, on 36.55 acres of unplatted land out of Block AK, Section 3.
8. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2019-O0030, pursuant to Chapter 43 of the Texas Local Government Code for an annexation of the property at 14505 Slide Road, containing approximately seventeen (17) acres, out of Section 5, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R129250.
8. 7. **Ordinance 1st Reading - Police:** Consider an ordinance amending Chapter 8, Article 8.04 of the Code of Ordinances of the City of Lubbock, Texas with regard to coin-operated machines; providing a penalty; providing a savings clause; and providing for publication.
8. 8. **Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Article 2.03 of the Code of Ordinances of the City of Lubbock, Texas, with regard to adjusting the term limits to three years and amending appointment and vacancy procedures to comport with City Council rules on boards, commissions and committees with regard to the Permit and License Appeal Board, the Lubbock Public Transit Advisory Board, the Lake Alan Henry Appeals Board, the Airport Board, the Board of Health, the Park and Recreation Board, the Water Board of Appeals, the Building Board of Appeals, the Planning and Zoning Commission, the Junked Vehicle Compliance Board, and the Animal Services Advisory Board.
8. 9. **Board Appointments - City Secretary:** Consider appointments to the Planning and Zoning Commission and the Zoning Board of Adjustment.

Regular City Council Meeting

2. 4.

Meeting Date: 03/12/2019

Submitted By: Courtney Paz, City Secretary

Information

Summary

Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Planning and Zoning Commission and the Zoning Board of Adjustment.

Adjourn from Executive Session

Attachments

No file(s) attached.

Regular City Council Meeting

6. 1.

Meeting Date: 03/12/2019

Information

Agenda Item

February 12, 2019 Regular City Council Meeting

February 19, 2019 Special City Council Meeting - Community Engagement Task Force

Attachments

2.12.2019

2.19.2019 S

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 12, 2019
1:00 P.M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of February, 2019, in City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p.m.

1:04 P.M. CITY COUNCIL CONVENED

City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Jeff Griffith; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:

- 1.1.2; 1.1.1; 1.1.3; 1.2; 1.1.4; 1.3; Executive Session; 4.1-4.3; 5; 9.2-9.3; Citizen Comments 6.1; 7.1; 8.1-8.12; 8.14-8.18; 8.13; 9.4; 9.7; 9.1; 9.5-9.6; and 9.8.
- Item 8.19 was deleted.
- Item 9.6 was postponed to the February 25, 2019 Regular City Council Meeting.

1. City Council convenes in Work Session in Committee Room 103 in City Hall - Items for presentation and discussion on such issues that may require more in-depth consideration by the City Council, than Regular Agenda items. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.

1. 1. Hear and discuss the following issues and provide guidance to staff as appropriate.

1. 1. 1. Street Maintenance

Wood Franklin, Division Director of Public Works, gave a presentation and answered questions from City Council.

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

City Council gave direction to staff to bring a future presentation to discuss brick streets.

1. 1. 2. Housing Tax Credit Applications

Karen Murfee, Director of Community Development, gave a presentation and answered questions from City Council.

Jarrett Atkinson, City Manager; Justin Pruitt, Business Development Director; and Bill Howerton, Deputy City Manager, gave comments and answered questions from City Council.

Consensus from City Council to indicate on the resolution the extra "support of the project" wording and state that the project "contributes more than any other to the revitalization efforts of the City" for the Metro Tower Lofts.

1. 1. 3. Gateway Enterprise Fund

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

Blu Kostelich, Chief Financial Officer, gave a presentation and answered questions from City Council.

1. 1. 4. Complete Census Count

Council Members had discussion, and City Council consensus was to conduct a Complete Census Count in conjunction with Lubbock County.

1. 2. The City Council may discuss:

1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Lubbock City Council Rules; or 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

Jarrett Atkinson, City Manager; and Mayor Daniel M. Pope briefed the City Council as to which consent agenda items would be pulled.

Rebecca Garza, City Secretary, gave comments and answered questions from City Council.

1. 3. At the completion of the Work Session, City Council recesses into Executive Session.

2. Executive Session

The meeting recessed at 2:44 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session at 4:51 p.m. The meeting was called back into a public session at 4:59 p.m.

2. 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.

2. 1. 1. Discussion of City Council Rules
2. 1. 2. Discussion of applicable state and municipal regulation of short term rental properties and residential home sharing
2. 1. 3. Consideration of Judicial Review of DWC #18128999
2. 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.
 2. 2. 1. Discussion of lease of City property
2. 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:
 2. 3. 1. City Attorney
 2. 3. 2. City Manager
 2. 3. 3. City Secretary
2. 4. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Planning and Zoning Commission and Zoning Board of Adjustment.
2. 5. Adjourn from Executive Session

3. 4:30 p.m. - City Council reconvenes in Open Session in City Hall Council Chambers

City Council reconvened at 4:51 p.m.

4. Ceremonial Items

4. 1. Invocation by Pastor Jeff McCreight, Rock City

Pastor Jeff McCreight, Rock City, led the invocation.

4. 2. Pledges of Allegiance

Pledges of Allegiance were given by those in Council Chambers to the United States and Texas flags.

4. 3. Board Recognitions: Presented by Council Member Juan A. Chadis.

Urban Renewal / Neighborhood Redevelopment Commission

Marisa Huerta

Lawrence Valdez

5. Call to Order

The meeting was called to order at 4:59 p.m.

6. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m.

6. 1. Sign-ups:

- Joe Gschwind appeared before the City Council to speak on item 8.1 (Budget Amendment 7) and item 8.2 (Budget Amendment 10).

7. Minutes

- 7. 1.** December 5, 2018 Special City Council Meeting - Lubbock Economic Development Alliance
December 18, 2018 Special City Council Meeting - Electric Utility Board
January 8, 2019 Special City Council Meeting - State of the City
January 10, 2019 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to approve the December 5, 2018 Special City Council Meeting (Lubbock Economic Development Alliance) minutes, the December 18, 2018 Special City Council Meeting (Electric Utility Board) minutes, the January 8, 2019 Special City Council Meeting (State of the City) minutes, and the January 10, 2019 Regular City Council Meeting minutes with the following correction:

January 10, 2019 Regular City Council Meeting minutes: Item 7.4 - Mayor Pro Tem Jeff Griffith opened and closed the public hearing.

Vote: 7 - 0 Motion carried

8. Consent Agenda - Items considered to be routine and 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 Steve Massengale, seconded by Council Member Juan A. Chadis to approve items 8.1-8.12; and 8.14-8.18.

Vote: 7 - 0 Motion carried

- 8. 1. Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2019-00012, Amendment 7, amending the FY 2018-19 Budget for municipal purposes respecting the Capital Program to amend or establish the following Capital Improvement Projects (CIP): Amend CIP 92561 - 345KV Line Construction - Electric Reliability Council of Texas (ERCOT) Interconnection; Establish CIP 92609 - Abernathy to North Transmission Line; Establish CIP 92610 - Abernathy to Wadsworth Transmission Line; Establish CIP 92611 - Wadsworth to New Oliver to Farmland Transmission Line; Amend CIP 92468 - Autotransformer Mackenzie; Amend CIP 92407 - Autotransformer Southeast; providing for filing; and providing for a savings clause.

8. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2019-O0017, Amendment 10, amending the FY 2018-19 Budget for municipal purposes respecting the Lubbock Power and Light Operating and Capital Fund to Establish Capital Improvement Project 92613, Massengale Unit 8 – Hot Section Overhaul, and appropriate funding; providing for filing; and providing for a savings clause.
8. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2019-O0018, Amendment 8, amending the FY 2018-19 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); providing for filing; and providing for a savings clause.
8. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2019-O0019, Amendment 9, amending the FY 2018-19 Budget for municipal purposes respecting the Capital Program, General Fund, Fleet Fund, and the Civic Center Fund, to amend or establish the following: Amend the General Fund transfer to Fleet CIP; amend CIP 92547 – General Fund Vehicle Replacement FY 2017-18; Amend CIP 92575 – General Fund Vehicle Replacement FY 2018-19; Establish CIP 92612 – General Fund 17-18 & 18-19 Vehicles – Tax Notes; Amend Civic Center operating expense; providing for filing; and providing for a savings clause.
8. 5. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2019-O0020 abandoning and closing a portion of a 15-foot wide alley located adjacent to the south property line of Tract B, Adventure Park Addition, 4802 Marsha Sharp Freeway.
8. 6. **Resolution - Engineering:** Resolution No. 2019-R0025 authorizing the Mayor to execute Contract 14510 with Kimley-Horn and Associates, Inc., for providing professional services for the Loop 88 Utility Relocation Capital Improvements Project.
8. 7. **Resolution - Water Operations:** Resolution No. 2019-R0026 authorizing the Mayor to execute Contract 14479 with Center Point, for mowing and related landscape maintenance services at Water Utilities Department facilities.
8. 8. **Resolution - Water Operations:** Resolution No. 2019-R0027 authorizing the Mayor to execute Purchase Order 22300063 with Municipal Valve and Equipment, for the purchase of large diameter valves for Pumping Station No. 4.
8. 9. **Resolution - Street Maintenance:** Resolution No. 2019-R0028 authorizing the Mayor to execute Contract 14449 with West Texas Paving Inc., for Mill and Relay at various locations.
8. 10. **Resolution - Public Health Services:** Resolution No. 2019-R0029 authorizing the Mayor to execute Service Agreement 14465 with Triple Aim Ventures, LLC, d/b/a/ TAV Health, to provide consulting services for the City of Lubbock Health Department.
8. 11. **Resolution - Facilities:** Resolution No. 2019-R0030 authorizing the Mayor to execute Contract 14437 with Lydick-Hooks Roofing Company, Inc., for roof replacement at the Garden and Arts Center (GAC) located at 4215 University Avenue.
8. 12. **Resolution - Facilities:** Resolution No. 2019-R0031 authorizing the Mayor to execute Contract 14401 with Hamilton Roofing Company, Inc., for roof replacement at Fire Station #7 located at 202 Slide Road.

- 8. 13. Resolution - Facilities:** Resolution No. 2019-R0037 authorizing the Mayor to execute Contract 14224 with Lee Lewis Construction, Inc., for the Construction Manager at Risk, for the construction of three Police Department Substations.

Jarrett Atkinson, City Manager; Wes Everett, Director of Facilities Management; and Greg Stevens, Chief of Police, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Steve Massengale to approve Resolution No. 2019-R0037.

Vote: 7 - 0 Motion carried

- 8. 14. Resolution - Fleet Services:** Resolution No. 2019-R0032 authorizing the Mayor to execute Purchase Order Contract 31043450 with Jim Bass Ford, Inc., for the purchase of two mid-size SUVs for Lubbock Fire Rescue.
- 8. 15. Resolution - Fleet Services:** Resolution No. 2019-R0033 authorizing the Mayor to execute Purchase Order 31043471 with Randall Reed Prestige Ford, for the purchase of seven mid-size SUVs for the Police Department.
- 8. 16. Resolution - Fleet Services:** Resolution No. 2019-R0034 authorizing the Mayor to execute Purchase Order 31043393 with Bee Equipment Sales, LTD, for the purchase of one new 2019 Leeboy 695 Motor Grader for Alley Maintenance.
- 8. 17. Resolution - Police:** Resolution No. 2019-R0035 authorizing the Mayor to execute Purchase Order 10021095, for the purchase of a Portable Security Tower from STAMM Manufacturing for the Police Department.
- 8. 18. Resolution - Business Development:** Resolution No. 2019-R0036 approving a Downtown Facade and Permittable Grant program or expenditure of Market Lubbock, Inc., to be provided to the Charles Adams Studio Project, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
- 8. 19. Ordinance 2nd Reading - City Secretary:** Consider Ordinance No. 2019-O0013, amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to amending voting precinct boundaries; creating additional and new voting precincts; providing a savings clause; and providing for publication.

This item was deleted.

9. Regular Agenda

- 9. 1. Public Hearing - Planning:** Ordinance No. 2019-O0022, for Zone Case 3366, a request of Hugo Reed & Associates, Inc., for Larry Elliott, for a zone change to Local Retail (C-2) (**PZC recommended Restricted Local Retail C-2A instead of C-2**) from Transitional (T) at 5513 114th Street, southwest of the intersection of Chicago Avenue and 114th Street, 3.4 acres of unplatted land out of Block E2, Section 24, AB 842 Tract C4 and the north 210.78 feet of Tract C3.

Kristen Sager, Planning and Zoning Manager, gave comments and answered questions from City

Council.

Mayor Pope opened the public hearing at 5:46 p.m.

No one appeared to speak in opposition.

Terry Holeman, proponent, appeared to speak in favor.

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

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale to approve Ordinance No. 2019-O0022.

Vote: 7 - 0 Motion carried

- 9. 2. Ordinance 2nd Reading - Planning:** Ordinance No. 2019-O0014, for Zone Case 2573-Q, a request of AMD Engineering, LLC, for FTB Architects, for a zoning change to High-Density Apartment (A-2) from Single Family Residential (R-1), Apartment Medical (AM), and Interstate Highway Commercial (IHC), on 18.91261 acres of unplatted land out of Block JS, Section 1, 5402 1st Street, 5218 2nd Drive, and 120 North Slide Road.

Kristen Sager, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Jeff Griffith to approve Ordinance No. 2019-O0014.

Vote: 7 - 0 Motion carried

- 9. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2019-O0015, for Zone Case 3369, a request of Jason R. Bush, for Beck Steel, Inc., for a zoning change to Heavy Manufacturing (M-2) from Interstate Highway Industrial (IHI) on Lot 2, Block 6A, Riverlawn Addition, the east part of Lot 1A, Lot 2, Hancock Addition, and Block A, Section 15 AB 85 Tract D14, 401 North Loop 289.

Kristen Sager, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Jeff Griffith to approve Ordinance No. 2019-O0015.

Vote: 7 - 0 Motion carried

- 9. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2019-O0016, amending Articles 40.03.2233, 40.03.2243, 40.03.2483, 40.03.2493(a), 40.03.3103, and 40.04.015 of Chapter 40 (Zoning Code) of the Lubbock Code of Ordinances, by reallocating certain land uses among the various existing zoning districts according to intensity of uses, including amendments to C-4, M-1, and Specific Use zoning districts, to provide for the changes to said zoning districts; providing a penalty clause; providing a savings clause; providing a consistency in application clause; and providing for publication.

AJ Fawver, Director of Planning, gave a presentation and answered questions from City Council.

Jarrett Atkinson, City Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jeff Griffith to approve Ordinance No. 2019-O0016.

Vote: 6 - 1 Motion carried

NAY: Council Member Randy Christian

- 9. 5. Resolution - Planning:** Resolution No. 2019-R0038 approving and granting a variance from the applicable 180-day moratorium provisions of City of Lubbock Ordinance 2018-O0115, for a billboard permit application for Lamar Advertising, authorizing the relocation of an existing billboard at 1628 50th Street to allow for proposed re-development of the property.

Kristen Sager, Planning and Zoning Manager; Gordon Wilkerson, representing the property owners; and Mike Webster, proponent, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Jeff Griffith to approve Resolution No. 2019-R0038.

Vote: 7 - 0 Motion carried

- 9. 6. Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 180-day moratorium provisions of City of Lubbock Ordinance 2018-O0115, for a billboard permit application for Lamar Advertising for the construction of a new billboard at 6702 19th Street.

This item was postponed.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jeff Griffith to postpone this item to the February 25, 2019 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

- 9. 7. Ordinance 1st Reading - Planning:** Ordinance No. 2019-O0021, repealing Ordinance No. 2018-O0115, which extended the moratorium set forth in Ordinance No. 2018-O0048 on accepting, processing, or acting upon certain applications for any permits for the construction or modification of any billboard, as defined by Section 40.01.003(23).

Jarrett Atkinson, City Manager; and AJ Fawver, Director of Planning, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2019-O0021.

Vote: 7 - 0 Motion carried

- 9. 8. Board Appointment - City Secretary:** Declare one appointment by the Mayor to the Lubbock Housing Authority Board of Commissioners: Vecelia Mann.

Rebecca Garza, City Secretary, gave comments and answered questions from City Council.

Council Member Shelia Patterson Harris, read into the record, the declaration of an appointment by the Mayor to the Lubbock Housing Authority Board of Commissioners: Vecelia Mann.

6:05 P.M. CITY COUNCIL ADJOURNED

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

The February 12, 2019 Regular City Council Meeting minutes were approved by the City Council on the 12th day of March, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 19, 2019
6:00 P.M.**

The City Council of the City of Lubbock, Texas met in special session on the 19th of February, 2019, at Guadalupe Elementary School Cafeteria, 101 North Avenue P, Lubbock, Texas at 6:00 p.m.

6:00 P.M. CITY COUNCIL CONVENED

Guadalupe Elementary School Cafeteria, 101 North Avenue P, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Jeff Griffith; Council Member Juan A. Chadis; Council Member Latrelle Joy; Council Member Steve Massengale; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; Deputy City Attorney Amy Sims

Absent: Council Member Randy Christian; Council Member Shelia Patterson Harris

Note: Items were addressed in the following order:

- 1.1-1.3

1. Regular Agenda

1. 1. Introduction by Mayor Daniel M. Pope

Mayor Daniel M. Pope gave welcoming remarks and introductions.

1. 1. 1. Discussion regarding how the Community Engagement Task Force was formed and began their mission.

Mayor Daniel M. Pope gave comments regarding the Community Engagement Task Force.

1. 2. Attendees can address the panel and ask questions to prompt discussion. The panel will answer questions with the help of the Police Department, City Staff members, and City Council Members who are present.

1. 2. 1. A discussion concerning Police Department issues, diversity and inclusion, the Lubbock economy, employment, core services, including but not limited to utilities, water, wastewater, development and redevelopment, public safety, crime, streets and transportation, community services, facilities, infrastructure, parks and recreation, and other modes of delivery of governmental services; budgetary matters, and the operations, communications, programs, and personnel of the City of Lubbock. No action will be taken by the Lubbock City Council.

A panel, consisting of, Pastor Bill Stubblefield; Council Member Juan A. Chadis; Lala Chavez; and Greg Stevens, Chief of Police, engaged in a Questions & Answers (Q&A) session with the citizens of Lubbock.

Mayor Daniel M. Pope gave comments and answered questions from citizens of Lubbock as well.

1. 3. Contact information for the Community Engagement Task Force will be given along with discussion and information regarding the next public forum meeting.

Contact information for the Community Engagement Task Force was given along with discussion and information regarding the next public forum meeting.

7:14 P.M. CITY COUNCIL ADJOURNED

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

The February 19, 2019 Special City Council Meeting minutes were approved by the City Council on the 12th day of March, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

7. 1.

Meeting Date: 03/12/2019

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance No. 2019-O0023, Amendment 11, amending the FY 2018-19 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the National Association of City and County Health Officials (NACCHO) for the VIM-CRPA Demonstration Project; providing for filing; and providing for a savings clause.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

I. Accept and appropriate \$45,580 from the National Association of City and County Health Officials for the VIM-CRPA Demonstration Project.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Amendment 11 (c)

Grant Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2018-19 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) FOR THE VIM-CRPA DEMONSTRATION PROJECT; 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 2018-19 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 2018-19 (Budget Amendment #11) for municipal purposes, as follows:

- I. Accept and appropriate \$45,580 from the National Association of City and County Health Officials for the VIM-CRPA Demonstration Project.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 25, 2019**

Administrative Information:

City Assigned Grant Number: _____
 Grant Name: VIM-CRPA Demonstration Project
 Grant Effective Date: 3/1/2019-7/31/2019
 Grant Provider/Agency: National Association of City and County Health Officials

Personnel Information:

of full-time positions funded w/grant 1 Contractor

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Epidemiologist	\$ 35,200		\$ 35,200	\$ -
Total	<u>\$ 35,200</u>	<u>-</u>	<u>35,200</u>	<u>-</u>

Budget Information:

Grant Appropriation Detail

	Previous Award Amount	Amendment Amount	Total Award Amount
Salaries			35,200
Compensation			
Benefits			
Supplies			
Office supplies			1,000
Medical supplies			
Maintenance			
Other			
Professional Services			
Printing			
Advertisement			
Training & Travel			9,380
Capital Outlay			
Equipment			-
Computer Equipment			-
Total Appropriation			<u>\$ 45,580</u>

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 25, 2019

Administrative Information:

City Assigned Grant Number: _____
Grant Name: VIM-CRPA Demonstration Project
Grant Effective Date: 3/1/2019-7/31/2019
Grant Provider/Agency: National Association of City and County Health Officials

Personnel Information:

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Budget Information:

Grant Appropriation Detail

	Previous Award Amount	Amendment Amount	Total Award Amount
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Compensation			
Benefits			
Supplies			
Office supplies			1,000
Medical supplies			
Maintenance			
Other			
Professional Services			
Printing			
Advertisement			
Training & Travel			9,380
Capital Outlay			
Equipment			-
Computer Equipment			-
Total Appropriation			<u>\$ 45,580</u>



Regular City Council Meeting

7. 2.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2019-O0024, granting to Atmos Energy Corporation (Atmos), the franchise and rights to conduct the business of acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of a gas system for the sale, transportation, and distribution of natural gas within the municipal boundaries of the city and to the residents and businesses located therein, and the right to use the present and future streets, roads, highways, alleys, public ways, and real property in the City of Lubbock (City).

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

The Atmos 15-year franchise agreement with the City, which provides Atmos the nonexclusive right to operate a gas utility in the City's right-of-way, is set to expire on March 4, 2019. Pursuant to the City's Charter, a utility wishing to use the City's right-of-way for business operations that are to the benefit of the public must have a franchise agreement with the City.

The Ordinance for consideration and approval is an updated agreement with Atmos. The agreement provides Atmos the nonexclusive right to conduct business in the City's right-of-way, including acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of a gas system to sale, transport, and distribute natural gas to both residences and businesses within the City. Notable changes in this agreement include changing for Lubbock Power & Light's Director to "Director of Electric Utilities" from "Managing Director," amends Section 4.6 to require Atmos to discuss and gain acceptance for the location of meter placement from the City Engineer if the meter is to be installed in or near the public right-of-way, and amends Section 1.2 (c) to exclude fees collected pursuant to this franchise agreement from being considered part of gross revenues. This agreement with Atmos is for 15 years.

Fiscal Impact

Atmos will pay the City in the amount of 5% of Atmos Energy's gross receipts from the sale, transportation, and distribution of natural gas. Payments are to be made within thirty (30) days after the end of each calendar quarter.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION WITH ITS PRINCIPAL OFFICE IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS) THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IN SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

BE IT HEREBY ORDAINED by the CITY of LUBBOCK, TEXAS (hereinafter referred to as the "City") that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as "Atmos Energy" or "Company"), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the City the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a gas system, as hereinafter defined, for the sale, transportation, delivery, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the present and future streets, roads, highways, alleys, public ways, and other real property owned by or under the control of the City for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the gas system, together with access, at all times and from time to time, to such streets, roads, highways, alleys, public ways, and other real property during the term hereof.

ARTICLE I

DEFINITIONS

For purposes of this ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term "gas system" shall mean any and all pipelines, as hereinafter defined, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos

Energy may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos Energy herein.

Section 1.2. Gross Revenues. The term "gross revenues" shall mean all revenue derived or received, directly or indirectly, by Atmos Energy from or in connection with the operation of the System and for its services and related services provided by Atmos Energy to residential, commercial, industrial, governmental and municipal customers located within the corporate limits of the City and including, without limitation:

- (a) All revenues received by Atmos Energy from the sale of gas within the City to all customers within the City; and
- (b) All revenues received by Atmos Energy from the transportation of gas through the pipeline system of Atmos Energy within the City to commercial and industrial customers within the City.
- (c) Gross revenues shall not include: (1) the revenue of any affiliate or subsidiary of Atmos Energy; (2) taxes imposed by law on customers that Atmos Energy is obligated to collect and which Atmos Energy passes on, in full, to the applicable tax authority or authorities; (3) any investment income earned by Atmos Energy, (4) revenues from the sale, distribution or transportation of natural gas to or for governmental or municipal customers located within the corporate limits of the City to the extent any franchise fees payable to the City on account of such gross revenues are not recoverable, whether by applicable law or otherwise, by Atmos Energy through its service rates, surcharge or line-item billing, or (5) fees collected pursuant to this franchise.

Section 1.3. Pipelines. The term "pipelines" shall mean any and all above-ground and below-ground pipes, including, but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within the City.

Section 1.4. Public Right-of-Way. The term "public right-of-way" shall mean public streets, alleys, highways, bridges, easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

Section 1.5. System. The term "system" shall mean all of Atmos Energy's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

Section 1.6. Transport Customer. The term "transport customer" shall mean any person or entity for which Atmos Energy transports gas through the pipeline system of Atmos Energy within the City to customers for delivery or consumption within the City.

ARTICLE II

TERM

Section 2.1. Term. Unless earlier terminated in accordance with the terms and provisions hereof, the term of the franchise and rights hereby granted to Atmos Energy shall be for a period of fifteen (15) years, commencing on the effective date hereof as defined in Section 8.7., below.

ARTICLE III

ACKNOWLEDGMENT AND GRANT

OF SPECIFIC RIGHTS OF ATMOS ENERGY

Section 3.1. Rights and Powers of Atmos Energy. In addition to the franchise and rights granted herein to Atmos Energy, Atmos Energy has rights and powers granted pursuant to federal and state statutes and laws and the rules and regulations adopted by the Railroad Commission of Texas. Unless specified herein, this franchise does not abrogate such rights.

ARTICLE IV

OBLIGATIONS OF ATMOS ENERGY

Section 4.1. Franchise Fee.

(a) As consideration for the grant of the franchise and rights herein and for the use by Atmos Energy of the streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City, Atmos Energy shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to five percent (5%) of Atmos Energy's gross receipts derived from the sale, transportation, and distribution by Atmos Energy of natural gas in the City limits during the preceding calendar quarter. At any time during the term of this franchise, the City may increase the franchise fee payable hereunder. In the event the franchise fee herein provided, whether initially or as subsequently increased, is in excess of the amount recovered by Atmos Energy through base rates or surcharges, the City agrees that Atmos Energy may immediately add a line-item surcharge to the monthly bills of Atmos Energy's customers located within the City in an amount sufficient to recover such increase.

(b) Nothing in Subsection 4.1(a) shall preclude, or be deemed to preclude, Atmos Energy and the City from agreeing to an increase in the franchise fee in excess of the limitations imposed in such subsection or as otherwise allowed by applicable law.

(c) The franchise fee, together with any and all charges of the City for water, sewage, and garbage services provided by the City to Atmos Energy, any and all sales taxes collected by Atmos Energy, any and all reimbursement Atmos Energy is obligated to pay to City for repair of streets, and any and all ad valorem taxes assessed by the City against Atmos Energy' property, shall constitute the only amounts for which Atmos Energy shall be obligated to pay to the City and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, currently or in the future, may charge Atmos Energy or assess against Atmos Energy' property.

(d) If Atmos Energy fails to pay when due any payment provided for in this Section, Atmos Energy shall pay such amount plus interest thereon at the current prime rate per annum, from such due date until payment is received by City.

(e) The reimbursement of the City by Atmos Energy for hiring experts in connection with the rate making process pursuant to state law for which Atmos Energy may be legally liable shall not be deducted from the gross receipts payment.

Section 4.2. Construction and Work Done By Atmos Energy; Insurance Requirements.

(a) All construction and the work done by Atmos Energy, and the operation of its business, under and by virtue of this ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City, relating to the use of its Public Rights-of-Way and grounds of the City.

(b) Atmos Energy shall, when reasonably practicable, install all pipelines under-ground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City. Atmos Energy shall attempt to utilize the alleys of the City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Atmos Energy may, when reasonably necessary, utilize the streets and any other public ways owned or controlled by the City to perform such work and activities. Atmos Energy shall not, unnecessarily or for any unreasonable period of time, obstruct or interfere with the public use of any of the streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City.

(c) In determining the location of Atmos Energy's pipeline within the City, Atmos Energy shall minimize interference with then-existing underground structures of City or other utility franchises. Likewise, in determining the location of the facilities of the City and other utility franchises within the City, City shall minimize interference with existing facilities of Atmos Energy and shall request other utility franchises to minimize interference with existing facilities of Atmos Energy.

(d) When Atmos Energy makes or causes to be made excavations or places or causes to be placed obstructions in any Public Right-of-Way or other public place, the public shall be protected by barriers and lights placed, erected, marked and maintained by Atmos Energy in accordance with applicable state and federal requirements. Atmos Energy shall repair, clean up, and restore to as good a condition as before commencement of work, all Public Rights-of-Way or other public places disturbed during the construction and repair of its gas distribution system. In the event Atmos Energy fails to restore the Public Rights-of-Way or public places to as good a condition as before the commencement of the work and within a reasonable time, the City may restore or maintain same, after giving Atmos Energy thirty (30) days' written notice, provided however that if Atmos Energy is proceeding diligently to restore the property, the time for restoration shall be extended for such time as is necessary for Atmos Energy to complete the restoration. If Atmos Energy fails to restore the Public Rights-of-Way or public places appropriately, Atmos Energy will receive a bill for the cost of the City repairing same. Atmos Energy shall, within thirty (30) days after receiving such bill, pay the actual cost for such service. In the second such instance of a failure, and in each instance of failure thereafter, to restore the Public Right-of-Way or public places appropriately in any calendar year, the City may include a penalty of up to ten percent (10%) of the City's cost of repairs. Any penalty of less than One Hundred Dollars (\$100.00) shall be waived as *de minimus*.

(e) If City abandons any Public Right-of-Way in which Atmos Energy has facilities, Atmos Energy shall have the right to maintain its use of the former Public Right-of-Way as may be provided by applicable law.

(f) Atmos Energy shall carry a policy or policies of insurance issued by an insurance company or companies reasonably acceptable to City. Such policy or policies in the aggregate shall provide for the following minimum coverages: (i) Standard comprehensive general liability including coverage for premises, operations, explosion, products & completed operations, contractual liability, underground property damage, broad form property damage, independent contractors and personal injury; and (ii) General liability, combined single limit, \$1,000,000 per occurrence. The City acknowledges that Atmos Energy is self-insured or desires the ability to be self-insured. Nothing herein prevents the City from agreeing to substitute such self-insurance coverage for the previously

listed coverage requirements, upon proof of such self-insurance submitted to the City.

Section 4.3. Relocation of Atmos Energy Equipment.

(a) If the City in constructing its sewers, streets, utilities or other public works should require any mains, pipes or other system facilities or equipment located in public right-of-way to be shifted or relocated, such mains, pipes or other system equipment shall be timely shifted or relocated by Atmos Energy at its own expense as and when required by the City.

(b) When Atmos Energy is required by the City to remove or relocate its mains, laterals, and other system facilities or equipment located in public right-of-way to accommodate construction of Public Rights-of-Way or other public or City-owned facilities and Atmos Energy is eligible for reimbursement or surcharge under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of the ordered relocation, and the application for reimbursement or surcharge is required by statute, written governmental policies, or rules to be filed and processed by the City, the City shall make reasonable efforts to timely and promptly notify Atmos Energy of any application deadlines of which it may be aware, and Atmos Energy costs and expenses shall be included in any application by City for reimbursement, if Atmos Energy submits its costs and expense documentation to the City prior to the filing of the application. Any failure by City to notify Atmos Energy of any application deadlines or to include Atmos Energy within any reimbursement application hereunder shall not constitute a waiver of Atmos Energy's rights, if any, to seek available reimbursement under applicable law.

(c) Nothing herein shall be construed to prohibit, alter or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code.

Section 4.4. Laying of Lines in Advance of Paving. Atmos Energy shall be given sixty (60) days' written notice of the intention of the City to pave any such Public Right-of-Way and specifying the new locations for the lines. Within sixty (60) days from receipt of such notice, Atmos Energy shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If Atmos Energy should fail to so proceed, and such street or alley is thereupon paved, except in an emergency, Atmos Energy shall for three (3) years thereafter not be allowed thereafter to cut such pavement or excavate in such paved street or alley for any purpose, except by written permission of the City Manager under such terms and conditions as the City Manager may prescribe.

Section 4.5. Extensions to Residential Customers. Atmos Energy shall extend an existing distribution main up to one hundred (100) feet for each single residential customer provided the potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible. Each customer of gas shall install and maintain suitable piping within his or her property lines and suitable appliances and fixtures, except meters.

Section 4.6. Installation of Meters. Atmos Energy shall install upon or immediately adjacent to the premises of each customer a meter of standard type for the purpose of accurately measuring the gas consumed by such customer. If a meter is installed in or near the Public Rights-of-Way, Atmos Energy agrees to discuss with the City Engineer or his delegate the aesthetics and location of the meter placement. If agreement cannot be reached, Atmos Energy shall install standard equipment at the City Engineer's preferred location.

Section 4.7. Rates.

(a) Atmos Energy shall furnish reasonably adequate service to the public at reasonable rates and charges therefor; and Atmos Energy shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Atmos Energy shall, at all times, keep on file with the City a schedule setting forth current residential and commercial rates for natural gas and services rendered to customers within the City. Nothing contained in this ordinance, however, shall adversely affect Atmos Energy' right to apply for an increase in all or any of its rates at any time and from time to time during the term hereof and to a lawful and equitable decision with respect to any such application.

(b) Atmos Energy shall not grant, directly or indirectly, any rebate, in the form of money or any other thing of value, to any consumer in order to circumvent the rate schedule filed with the City pursuant to this franchise agreement.

(c) In addition to the rates charged for gas supplied and transported, Atmos Energy may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business in accordance with its tariffs, rate schedules, service policies, and Quality of Service Rules as approved by the City and filed with the Railroad Commission of Texas. Atmos Energy may require, before furnishing service, the execution of a contract for such service.

(d) Atmos Energy shall be entitled to require each and every residential customer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to Atmos Energy's Quality of Service Rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such Quality of

Service Rules and shall bear interest, as provided by applicable law. Upon termination of service, Atmos Energy shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Atmos Energy by the customer making the deposit.

(e) Atmos Energy shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping and/or meters from the connection thereof with Atmos Energy's main in the right-of-way to and throughout the customer's premises. Atmos Energy shall own, operate and maintain all service lines, which are defined as the supply lines extending from Atmos Energy's main to the customer's meter where gas is measured by Atmos Energy. The customer shall own, operate, and maintain all yard lines and house piping, which are defined as supply lines extending from the point of connection with Atmos Energy's customer meter where gas is measured to the point of connection with customer's house piping.

Section 4.8. Maps of Gas System. Atmos Energy shall have available a map or maps showing the current location of all pipelines and other components of Atmos Energy's natural gas distribution facilities located in the City.

Section 4.9. Removal of Gas System and Bond for Removal. Atmos Energy may remove all or any portion of the gas system upon the termination by the City, pursuant to this ordinance, of the franchise and rights granted hereby. Atmos Energy shall, upon electing to remove all or any portion of the gas system in accordance with this ordinance, file with the Secretary of the City a bond in a reasonable amount and with a proper and adequate surety, securing Atmos Energy's obligation to promptly repair, at Atmos Energy's sole expense, any damage to any real property owned or controlled by the City caused by Atmos Energy' removal of all or any portion of the gas system and to restore such property to substantially the same condition it was in immediately prior to the incident causing such damage.

ARTICLE V

RIGHTS OF THE CITY

Section 5.1. Reservation of Rights: General.

(a) The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Atmos Energy's rates and services to insure the rendering of efficient public service at reasonable rates.

(b) The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing gas for light, heat, and power and for City and the inhabitants thereof.

(c) City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and inhabitants thereof.

Section 5.2. Right to Indemnification; Right to be Held Harmless. Atmos Energy shall indemnify, defend and hold harmless the City and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all liability created by, arising from or in any manner relating to the construction, operation, maintenance, repair or replacement of Atmos Energy's System and facilities or the use of the Public Rights-of-Way or in any way growing out of the granting of this franchise, either directly or indirectly, or by reason of any act, negligence, or nonfeasance of the contractors, agents or employees of Atmos Energy. As used herein, the term "liability" includes, but is not limited to, any and all claims, demands, causes of action, judgments, liens, and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal). The indemnity provided herein expressly includes any liability arising through the doctrines of strict or products liability and any liability arising under the constitutions of the United States or Texas. Upon the commencement of any suit or proceeding at law against the City relating to or covering any matter covered by this indemnity, the City shall tender the defense of said suit or proceeding at law to Atmos Energy, and Atmos Energy shall thereupon at its own cost and expense defend, compromise, or settle the same. Any settlement involving a claim or cause of action against the City shall, unless otherwise agreed to by the City, release the City from any and all liability as a result of said claim or cause of action. This indemnity and hold harmless agreement shall not apply to any situation to the extent the city is liable for the actions, suits or claims of injury or damage by reason of City's negligence.

Section 5.3. Right to Renegotiation. If either City or Atmos Energy requests renegotiation of any term of this franchise ordinance, Atmos Energy and City agree to renegotiate in good faith revisions to any and all terms of this franchise ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of the franchise ordinance will continue in effect for the remaining term of the franchise.

Section 5.4. Right to Use of Streets. The right of Atmos Energy hereunder to use any streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City shall in no way affect the right of the City or its agents to maintain, construct, lay, repair, remove, replace, install, or operate any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned by the City and located on or near such streets, roads, highways, alleys, public ways, and other real property.

Section 5.5. Inspection of Books and Records. City may, if it sees fit, have the books and records of Atmos Energy examined by a representative of said City to ascertain the correctness of the sworn reports agreed to be filed herein. If such an examination reveals Atmos Energy has underpaid the City, then upon receipt of written

notification from City regarding the existence of such underpayment, Atmos Energy shall immediately remit the amount of underpayment to City. To the extent that the underpayment is greater than three (3) percent of the franchise fee payment made, Atmos Energy is responsible for reimbursing the City for the costs of the audit.

ARTICLE VI

REMEDIES UPON DEFAULT BY ATMOS ENERGY

Section 6.1. Termination of Franchise and Rights.

(a) In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that Atmos Energy violates any material provision of the franchise or Atmos Energy becomes insolvent, or is adjudged bankrupt.

(b) Procedures for Termination.

(1) The City may, at any time, terminate this franchise for a continuing material violation by Atmos Energy of any of the substantial terms hereof. In such event, the City shall give to Atmos Energy written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to Atmos Energy at the address set forth in Section 7 hereof. Atmos Energy shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Atmos Energy fails to cease such violation or otherwise comply with the terms hereof, then Atmos Energy's franchise is subject to termination under the following provisions. Provided, however, that, if Atmos Energy commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

(2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby Atmos Energy is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. Atmos Energy shall be provided at least ten (10) days prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Atmos Energy.

(3) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the franchise or excuse the

violation or failure to comply, upon a showing by Atmos Energy of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(4) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if Atmos Energy fails to comply with the terms of this franchise after due notice and the providing of adequate time for Atmos Energy to comply with said terms.

ARTICLE VII

SPECIFIC PROVISIONS APPLICABLE

TO

MUNICIPAL HILL PLANT PIPELINE

Section 7.1. Grounds. For purposes of this Article VII, the Grounds, as that term is used herein, shall mean and refer to the public grounds of the City of Lubbock, Texas, along the route described upon and depicted in Exhibit "A" attached hereto and incorporated herein. The privileges granted to Atmos Energy by the terms of this Ordinance shall extend to the Grounds to the extent, and only to the extent, of the route of the natural gas pipeline described on Exhibit "A" attached hereto, and shall not extend to any other grounds (other than present and/or future streets, highways, alleys and public ways as elsewhere described in this Ordinance) of the City of Lubbock. The parties hereto expressly agree and stipulate that the route described on Exhibit "A" hereto constitutes the paramount use of the Grounds. Except as otherwise provided in this Article VII, whenever the terms "streets", "roads", "highways", "alleys" and/or "public ways" are used in this Ordinance, the Grounds shall also be deemed to be included therewith.

Section 7.2. Use of Grounds. Except for emergencies, on or before fifteen (15) days prior to any activities of Atmos Energy upon the Grounds relating to construction, maintenance and/or operation, of any kind or type, of the gas pipeline described on Exhibit "A", Atmos Energy shall submit, in writing, the plans and specifications for such construction, maintenance and operation activities to the Director of Electric Utilities ("Director") at (806) 775-2500, 916 Texas Avenue, of the City of Lubbock. The City shall review all plans submitted hereunder and provide to Atmos Energy, in writing, any required changes or corrections that must be made that City may deem necessary, in its sole reasonable discretion. Any required changes, amendments, modifications or corrections shall be made and the plans resubmitted to the Director prior to the commencement of such construction, maintenance and/or operation activity. Except for emergencies, no such construction, maintenance and/or operation activity shall commence unless and until the plans are finally approved by the City. Any and all construction, maintenance and operation activities upon the Grounds shall be conducted in a reasonable and prudent manner. Not later than five (5) calendar days subsequent to such activities, and to the extent that same disturb the surface of the Grounds, in any way, manner or

form, Atmos Energy shall restore the Grounds to the identical condition as prior to such activities. The requirements of this Section 7.2 shall be limited in scope to the subject matter of this Article VII and shall apply only to the activities of Atmos Energy which specifically relate to construction, maintenance and/or operations of those portions of the gas pipeline which are located on the Grounds of the City as herein described.

Section 7.3. No Assumption of Liability by City. The City shall have the right at all times to observe any and all activities of Atmos Energy as described in Section 7.2 of this Ordinance. Notwithstanding the approval of City of any plans and/or the observation rights of the City, the City assumes no liability or responsibility for the engineering design and/or defect or failure of any kind, manner or form regarding such activities, nor shall such approval and/or observations rights relieve Atmos Energy from any of its obligations hereunder.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos Energy is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Atmos Energy is so prevented shall not be counted against Atmos Energy for any reason. The term "force majeure," as used herein, shall mean any cause not reasonably within Atmos Energy' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this ordinance.

Section 8.2. Other Ordinances. Except to the extent otherwise expressly provided herein, the franchise and rights granted hereby and the operations and activities performed by Atmos Energy pursuant hereto shall be subject to all valid ordinances and regulations of the City and any valid amendments thereto insofar as, and only insofar as, such ordinances and regulations (i) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the franchise and rights granted to Atmos Energy hereby or (ii) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance, such conflicting or inconsistent ordinances hereby being repealed to the extent of such conflict or inconsistency.

Section 8.3. Conflicting Franchises. If Atmos Energy, in laying its pipes, shall come into conflict with the rights of any other person or corporation having a franchise from the City, the City Council shall decide all questions concerning the conflicting rights of the respective parties, and shall determine the location of the structures of the

said parties and what shall reconcile their differences. Atmos Energy records shall be available to City for review and inspection for compliance with this franchise at reasonable times and upon reasonable notice.

Section 8.4. Amendments. This ordinance and the franchise and rights granted herein may be amended only by written agreement of the City and Atmos Energy to such amendment, which amendment shall be published in the same form and manner as the original franchise.

Section 8.5. Severability. In the event any part of this ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this ordinance as a whole or of any part hereof.

Section 8.6. Binding Effect. This ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 8.7. Effective Date. This ordinance shall become effective thirty (30) days from the date of the last publication of three required by Chapter 1, Article II, Section 18, of the City of Lubbock Charter at the expense of the utility and Atmos Energy shall file with the Secretary of the City a letter stating that Atmos Energy accepts this ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of Atmos Energy. Upon this ordinance becoming effective, this ordinance shall supersede any and all prior ordinances of the City, including but not limited to Ordinance Nos. 2004-O0024, 9194 and 9194-A, regarding the subject matter of this ordinance.

Section 8.8. Section and Other Headings. The section and other headings contained in this ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this ordinance.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 3.

Meeting Date: 03/12/2019

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Contract 14491 with Hugo Reed and Associates, Inc., to provide surveying services for annexation water lines for fire protection.

Item Summary

The City of Lubbock selected Hugo Reed and Associates, Inc., and Parkhill, Smith and Cooper under RFQ 18-14036, for licensed professional surveyor services in March of 2018. Hugo Reed and Associates is qualified as a licensed professional surveyor and will be responsible to provide survey control, locating property corners, establishing right-of-way, developing a right-of-way basemap, providing topographic/improvements survey, and developing 3D terrain model support files for Annexation Water Lines for Fire Protection in West Lubbock.

These areas in West Lubbock will include the following:

12” water line along Alcove Avenue from 34th Street to 76th Street, and from Alcove Avenue along 76th Street across Marsha Sharp Freeway to Wausau Avenue;

16” water line from Alcove Avenue along 66th Street to Upland Avenue;

16” water line from Alcove Avenue along 50th Street to Upland Avenue;

16” water line along Upland Avenue from 50th Street to the north side of Pine Groves Estates.

Staff conducted contract negotiations with Hugo Reed and Associates, Inc., to provide survey services. Fair and reasonable hourly rates were agreed upon for a total contract amount not to exceed \$98,925 for a contract duration of 8 weeks. Therefore, staff recommends Hugo Reed and Associates, Inc., be awarded the contract that will provide survey services for Annexation Water Lines in West Lubbock.

Fiscal Impact

\$8,265,000 is appropriated in Capital Improvement Project 92585, Annexation Water Lines for Fire Protection, with \$98,925 available for this purpose.

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution

Contract Backup
CIP Spreadsheet

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 Service Agreement Contract No. 14491 for Annexation Water Line Design Survey, by and between the City of Lubbock and Hugo Reed and Associates, Inc., of 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 14491 is entered into this ____ day of _____, 2019, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Hugo Reed and Associates, Inc., (the” Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Annexation Water Line Design Survey, (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 Notice to Proceed Date and continues without interruption for a term of eight (8) weeks. 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 \$98,925.00, 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: \$1,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: \$1,000,000

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 day's 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:

Hugo Reed and Associates, Inc.
John Allen, P.E., RPLS, GISP
1601 Avenue N
Lubbock, Texas 79401
Telephone: 806.763.5642
Facsimile: 806.763.3991

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

Josh Kristinek, P.E.
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806.775.3397

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 "C" 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. 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. The Engineer warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

- (1) The Engineer does not boycott Israel; and
- (2) The Engineer will not boycott Israel during the term of the Agreement.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

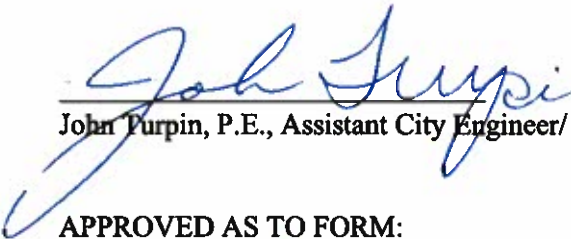
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO CONTENT:




John Purpin, P.E., Assistant City Engineer/ Capital Projects and Deign

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm
Hugo Reed and Associates, Inc.

By: 

Jason L. Swofford, P.E.
President

EXHIBIT A

Scope of Services for Water Distribution Line Design Survey

Project Understanding

The City's objective is the design of a multiple water distribution lines as follows; 12" line along Alcove Avenue from 34th Street to 76th Street and from Alcove Avenue along 76th Street across Marsha Sharp Freeway to Wausau Avenue, 16" line from Alcove Avenue along 66th Street to Upland Avenue, 16" line from Alcove Avenue along 50th Street to Upland Avenue and a 16" line along Upland Avenue from 50th Street to the north side of Pine Grove Estates.

City staff has prepared a conceptual alignment for the proposed water distribution line as shown in Exhibit C. City staff will be producing the final distribution line design and data suitable for use in the engineering design of the selected route will be provided by the surveyor. The following tasks represent the efforts required to deliver that data.

1. Establish Project Control

- 1.1.1 Establish horizontal and vertical control for this project using available City of Lubbock control information.
- 1.1.2 Set minimum of three (3) permanent control monuments per mile.
- 1.1.3 Establish horizontal control (NAD83) and vertical control (NAVD88) for monuments using digital level and City of Lubbock control.
- 1.1.4 Prepare a survey control sheet in digital format.

2. Right-of-Way Survey

2.1. Locate properties and establish existing Right-of-Way

2.1.1 Data Collection and Property Research

- Gather existing plat information
- Collect property owner and record information
- Gather existing right-of-way and easement information

2.1.2 Locate section corners to establish alignments

2.2. Prepare ROW Base Map in digital format to include the following information:

- Location of existing Right-of-Way
- Current recording information
- Adjacent owners name and address
- Available existing platted easements or easements filed by separate instrument including easements provided by utility companies

3. Design Survey

3.1.1 Detailed topographic and improvement survey along Alcove Avenue of the following intersections; 34th Street, 50th Street, 66th Street and 76th Street.

3.1.2 Detailed topographic and improvement survey of the intersection of Wausau Avenue and Marsha Sharp Freeway.

3.1.3 Detailed survey of railroad crossing and Marsha Sharp Freeway

3.1.4 Perform a topographic and improvement survey to identify and locate existing topographic elements within a 30-foot wide project corridor shown in Exhibit C, including the following:

- Topographic cross-sections throughout project limits at 100-foot intervals, at cross streets, driveways, grade breaks, and at additional locations as required
- Existing pavement, curbs, sidewalks, barrier free ramps, etc.
- Visible utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities

- Signs (excluding temporary signs)
- Trees with caliper greater than 6 inches
- Buildings and permanent structures
- Fence limits and material types (excluding temporary fences)
- Other applicable physical features that could impact design

4. Develop Digital Support files and 3D Terrain Model

4.1.1 Prepare the following digital format drawings;

- Survey drawing showing improvement features located in the design survey
- Survey points drawing showing survey point locations
- Utility drawing showing existing visible utilities
- Utility points showing survey point locations for utilities
- Right-of-Way drawing showing the location of existing real property boundaries

4.1.2 Prepare a final 3D topographic drawing in digital format (including 3D points, break lines and contours as well as a tin file) showing the features located in the design survey and an ASCII coordinate file of the points located in the field with feature descriptions.

5. Project Management

5.1.1 Project submittals, Meetings, Reporting and Archiving

- One (1) Project Meeting (if required)
- Prepare review and final submittals
- One (1) Design File Review Meeting (if required)

Information to be Provided by the City

- Existing and Available Record Drawings (hard copy or electronically)
 - Water system improvements.
 - Sanitary sewer system improvements.
 - Roadway improvements.
- Existing and Available digital maps
 - Block or R.O.W. maps.
 - Utility maps (water, sewer, and storm sewer) in GIS format.

Additional Services

Services not specifically identified shall be considered additional and may be performed on an individual basis, only upon authorization and approval of a proposed budget by the City. Such services may include, but are not limited to, the following:

- Survey of Right-of-Way parcels for easement acquisition
- SUE utility locates

-END SCOPE OF SERVICES-

EXHIBIT B

**Budget for
Water Distribution Line Design Survey**

City and Surveyor have established a not-to-exceed budget of \$98,925 for Survey Services for the Water Distribution Line Design Survey to complete all services under this agreement. This amount will not be exceeded without a contract amendment agreed upon and executed by both parties to this agreement. City will pay the Surveyor hourly for services identified in Exhibit A, Scope of Services, based on Surveyors hourly rate fee schedule (shown below) as established in the Survey Services for Engineering SOQ.

Surveyor agrees to complete these services within eight (8) weeks from notice to proceed. Should there be a change in Scope of Services or Time of Performance, then an amendment or modification to this agreement shall be negotiated at that time.



Hourly Rate Fee Schedule

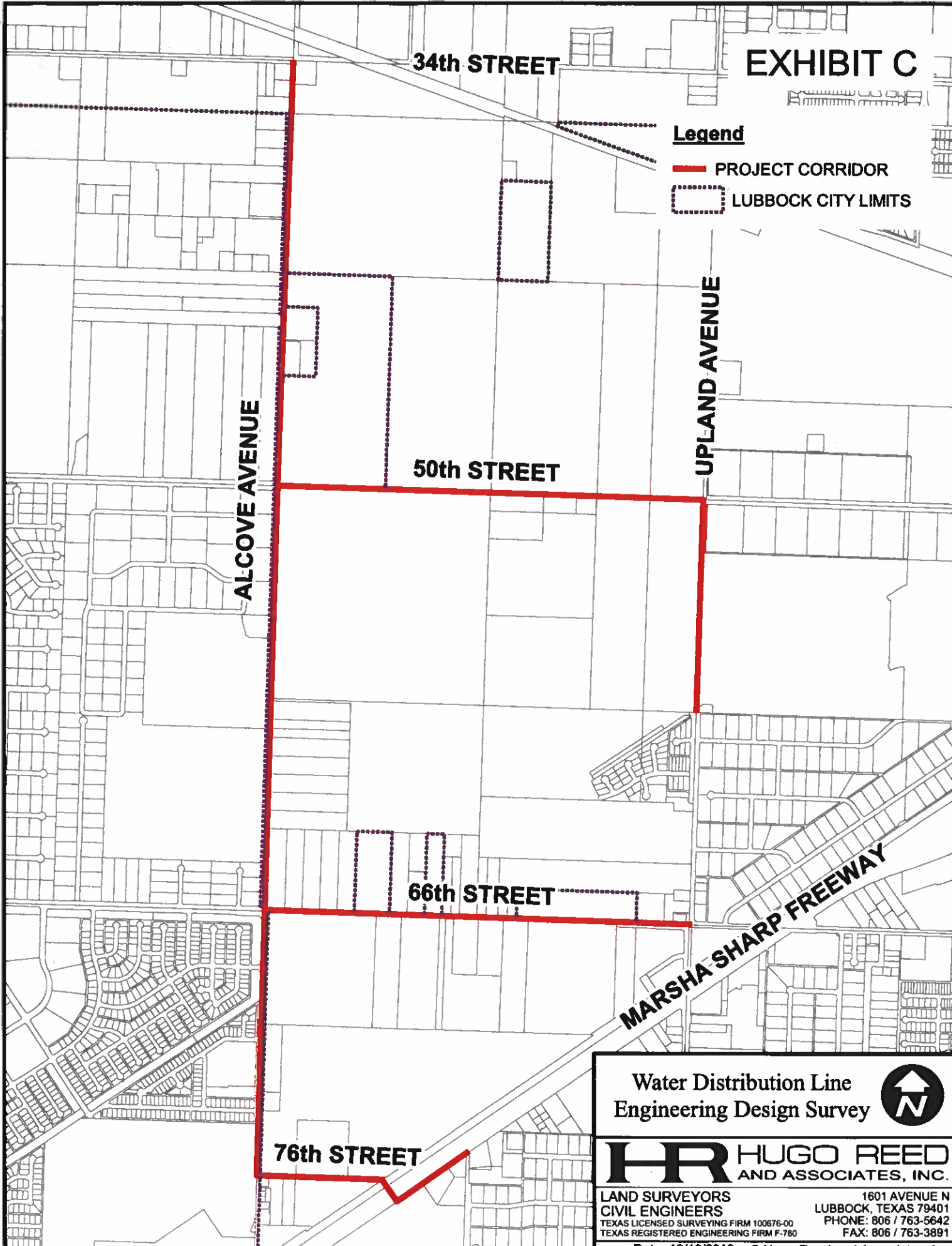
Senior Professional	
Registered Professional Land Surveyor – Officer.....	\$200
Registered Professional Land Surveyor.....	\$160
Professional Engineer.....	\$170
Professional	
Director of Development Services.....	\$170
Registered Professional Land Surveyor.....	\$150
Professional Engineer.....	\$145
Technical Staff	
Survey Field Manager.....	\$105
Survey Crew Chief.....	\$85
CADD Manger.....	\$110
CADD Technician.....	\$90
Support Staff	
Accountant.....	\$95
Research.....	\$75
Clerical.....	\$60
Survey Crew.....	\$180

-END BUDGET-

EXHIBIT C

Legend

-  PROJECT CORRIDOR
-  LUBBOCK CITY LIMITS



Water Distribution Line
Engineering Design Survey



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Date: 12/13/2018 © Hugo Reed and Associates, Inc.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 12, 2019**

Capital Project Number:	92585
Capital Project Name:	Annexation Waters for Fire Protection

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff	\$ -
Professional Services	0
Parkhill Smith and Cooper Survey Contract 14490	36,975

<i>Agenda Items March 12,2019</i>	
Hugo Reed and Associates Survey Contract 14491	98,925
<i>Encumbered/Expended to Date</i>	135,900

<i>Estimated Costs for Remaining Appropriation</i>	
Repairs	8,129,100
<i>Remaining Appropriation</i>	8,129,100
Total Appropriation To Date	\$ 8,265,000



Regular City Council Meeting

7. 4.

Meeting Date: 03/12/2019

Information

Agenda Item

Resolutions - Community Development: Consider fourteen resolutions authorizing the Mayor to execute the Community Development funding contracts and all related documents, between the City of Lubbock and the Community Development Block Grant (CDBG) sub-recipients which are: Big Brothers Big Sisters, CASA of the South Plains, Community Health Center, Communities in Schools, First Progressive Baptist Church, Lubbock Children's Health Clinic, Lubbock Boys & Girls Club, Parenting Cottage, Workforce Solutions, YWCA of Lubbock - Youth Program, YWCA of Lubbock - Childcare, YWCA of Lubbock - Special Needs After School Care, Children's Advocacy Center, and Parkway Neighborhood Center.

Item Summary

Funding Source: CDBG from U.S. Department of Housing and Urban Development (HUD)

Terms: October 1, 2018 – September 30, 2019

Comments: Funding for the following contracts were approved by the City Council at the July 26, 2018 City Council meeting.

CDBG Public Service:			
Grantee	Programs	Amount	Contract
Big Brothers Big Sisters	Youth Program	\$22,000	14577
CASA of the South Plains	Volunteer Advocate	\$33,500	14578
Community Health Center	Dental Health Program	\$33,000	14579
Communities in Schools	Youth Program	\$22,000	14580
First Progressive Baptist Church	SWAG Youth Program	\$33,000	14581
Lubbock Children's Health Clinic	Children's Health Support	\$15,500	14582
Lubbock Boys and Girls Club	Youth Program	\$22,000	14583
Parenting Cottage	Parenting Tool Kit	\$5,000	14584
Workforce Solutions	Childcare Services	\$28,500	14585
YWCA of Lubbock	Youth Program	\$15,500	14586
YWCA of Lubbock	Childcare Services	\$44,545	14587
YWCA of Lubbock	Special Needs After School Care	\$30,000	14588
	TOTAL	\$304,545	
CDBG Non-Public Service:			
Grantee	Project	Amount	Contract
Children's Advocacy Center	Facilities Improvement	\$12,000	14589

Parkway Neighborhood Center	Facilities Improvement	\$94,000	14590
	TOTAL \$106,000		

Contracts are available for review upon request in the City Secretary's office.

Fiscal Impact

The total maximum amount allocated from CDBG for these programs is \$410,545.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

- Resolution - Big Brothers Big Sisters
- Resolution - CASA of the South Plains
- Resolution - Community Health Center
- Resolution - Communities in Schools
- Resolution - First Progressive Baptist Church
- Resolution - Lubbock Childrens Health Clinic
- Resolution - Lubbock Boys and Girls Club
- Resolution - Parenting Cottage
- Resolution - Workforce Solutions
- Resolution - YWCA Youth
- Resolution - YWCA Childcare
- Resolution - YWCA Special Needs
- Resolution - Childrens Advocacy Center
- Resolution - Parkway Neighborhood Center

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, Community Development Block Grant Funding Agreement 14577, and all related documents, between the City of Lubbock and Big Brothers Big Sisters of Lubbock, Inc., for the funding of youth mentoring programs. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14578, and all related documents, between the City of Lubbock and CASA of the South Plains, Inc. for the funding of an expansion of current volunteer advocacy services for foster youth. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14579, and all related documents, between the City of Lubbock and the Community Health Center of Lubbock for the provision of access to dental care for the underserved or low-income population in Lubbock. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14580, and all related documents, between the City of Lubbock and the Communities in Schools of the South Plains for the funding of youth mentoring and leadership programs. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14581, and all related documents, between the City of Lubbock and First Progressive Baptist Church for the funding of the Strong Willing Able Generation after school youth mentoring program. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14582, and all related documents, between the City of Lubbock and the Lubbock Children's Health Clinic for the funding of utilities for the clinic as it offers ongoing health clinic services for children. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14583, and all related documents, between the City of Lubbock and the Lubbock Boys and Girls Club for the funding of a summer youth program for low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14584, and all related documents, between the City of Lubbock and the Parenting Cottage for the funding of a parenting program for low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14585, and all related documents, between the City of Lubbock and Workforce Solutions for the funding of child care services to low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14586, and all related documents, between the City of Lubbock and the YWCA of Lubbock for the funding of youth service programs to low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14587, and all related documents, between the City of Lubbock and the YWCA of Lubbock for the funding of child care services to low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14588, and all related documents, between the City of Lubbock and the YWCA of Lubbock for the funding of services for children with special physical and/or emotional developmental needs to low-to-moderate income families and individuals. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14589, and all related documents, between the City of Lubbock and the Children's Advocacy Center for the funding of the facilitation of multidisciplinary team meetings, forensic interviewing, family advocacy, and therapy and community education. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Community Development Block Grant Funding Agreement 14590, and all related documents, between the City of Lubbock and the Guadalupe Parkway Neighborhood Centers, Inc. for the funding of a new sidewalk for the Guadalupe Parkway Neighborhood Center. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



Regular City Council Meeting

7.5.

Meeting Date: 03/12/2019

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043929 with Robert's Truck Center, for the purchase of four Left Hand Cab and Chassis for Solid Waste Collection.

Item Summary

The Purchase Order Contract is for 4 Left Hand Cab and Chassis for Solid Waste collection. Three will have sideloader packer bodies installed, and one will have a rear loader installed. This purchase for Item 2 was made through ITB 19-14417-RR.

Four vendors submitted bids:

Vendor	Units	Unit Cost	Total Cost
Robert's Truck Center, Lubbock, TX	4	\$ 90,410	\$361,640
Lubbock Truck Sales, Lubbock, TX	4	\$ 93,501	\$374,004
Rush Truck Centers of Texas, L.P., Lubbock, TX	4	\$117,293	\$469,132
Bruckner Truck Sales, Inc.	4	\$124,927	\$499,708

Staff recommends award to the lowest bidder who met all specs, Robert's Truck Center of Lubbock, Texas, for 4 Left Hand Cab and Chassis for Solid Waste, costing \$9,410 each, for a total cost of \$361,640. Expected delivery time is 150 days.

Fiscal Impact

This \$361,640 purchase was budgeted in the FY 2018-19 General Fund Operating Budget, Vehicle Replacements, Capital Improvement Project 92575.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

- Resolution - Robert's Truck Center
 - Purchase Order - Robert's Truck Center
 - Tab Sheet for 14417
-

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31043929 for the purchase of Cab and Chassis as per ITB 19-14417-RR , by and between the City of Lubbock and Robert's Truck Center of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



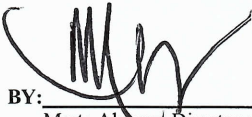
PURCHASE ORDER

Page - 1
Date - 2/25/2019
Order Number 31043929 000 OP

Branch/Plant 3526

TO:
ROBERTS TRUCK CENTER OF TEXAS LLC
4510 AVE A
LUBBOCK TX 79404

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 3/12/2019 Freight
Requested 8/9/2019 Taken By R ROCHA
Delivery J LOERWALD REQ 53082 ITB 19-14417-RR

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
LH Cab & Chassis	4.000	90,410.0000	EA	361,640.00	8/9/2019

CC 5811

Total Order

Terms NET DUE ON RECEIPT 361,640.00

This purchase order encumbers funds in the amount of \$361,640.00 awarded to Robert's Truck Center of Lubbock, TX, on _____. The following is incorporated into and made part of this purchase order by reference: ITB 19-14417-RR, dated December 27, 2018, from Robert's Truck Center of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **HOUSE BILL 2015.** House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).
28. **ASSIGNING OR SUBLETTING THE CONTRACT.** 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.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, 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. **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.
31. By accepting this purchase order, the Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**City of Lubbock, TX
Cab and Chassis & Cab-over for Refuse Truck
ITB 19-14417-RR
Bid Form**

In compliance with the Invitation to Bid 19-14417-RR, the undersigned Bidder having examined the Invitation to Bid and 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 below and agrees to deliver said items at the locations and for the prices set forth on this form. 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 19-14417-RR is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1	5	Each	Tandem Axel Cab-over for Refuse Truck Per Spec #5811 Cab-over Refuse truck	\$ 144,302.⁰⁰	\$ 721,510.⁰⁰	150 days
Model Year, Brand Name and Model Number 2019 CRANE CARRIER LET2 STANDARD CAB						
2	5 4	Each	Left hand Drive, Tandem Drive Rear Axle, Diesel Power 23 Cubic Yards, Cab and Chassis Per Spec #5811 LH Cab and Chassis	\$ 90,410. ⁰⁰	\$ 452,050 \$361,640	150 days
Model Year, Brand Name and Model Number 2020 INTERNATIONAL HV607						
			<u>Optional:</u>	UNIT PRICE*BID	EXTENDED COST	Delivery (Days) ARO**
3	5	Each	Extended Warranty per Spec 5811 Cab-over Refuse Truck	\$ 6,851.⁰⁰	\$ 34,255.⁰⁰	
4	5	Each	Extended Warranty per Spec 5811 LH Cab and Chassis	\$ 6,063.⁰⁰	\$ 30,315	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO - After Receipt of Order Total \$361,640

City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities. 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.

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

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

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

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

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.

THIS BID IS SUBMITTED BY ROBERT'S TRUCK CENTER a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: ROBERT'S TRUCK CENTER
 Address: 4510 AVE A
 City: LUBBOCK State: TX Zip: 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 12-14-2018
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name ROBERT'S TRUCK CENTER and Manufacture's License No. P-108226
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By: [Signature] Date: 12-27-2018
 Authorized Representative - must sign by hand

Officer Name and Title: TONY DAVIS - AREA SALES DIRECTOR
 Please Print

Business Telephone Number (806) 763-8213 FAX: (806) 744-4117

E-mail Address: tony@davis@summittruckgroup.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

REVISED
CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
LEFT HAND DRIVE, TANDEM DRIVE REAR AXLE,
DIESEL-POWERED, 23 CUBIC YARDS, CAB AND CHASSIS
SPEC # 5811-LH CAB AND CHASSIS

YEAR 2020 MAKE INTERNATIONAL MODEL HV60T

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED **EXCEPTIONS TO THE SPECIFICATION**. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: ROBERT'S TRUCK CENTER PHONE: (806) 743-8213

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
1.	GENERAL	<p>THIS IS FOR FIVE (5) TRUCKS, LEFT HAND DRIVE, TANDEM AXLE, DIESEL-POWERED, CAB AND CHASSIS, 62,000 GVWR.</p> <p>In places where the term "City approved equivalent" appears below, the vendor must identify what their proposed "City approved equivalent" product will be at the pre-bid meeting.</p> <p>No item included in the specifications can be changed or modified after the bid is accepted and approved by the City Council.</p>	✓	
2.	SCOPE	<p>This specification describes a tandem axle, diesel powered cab and chassis for use by the City of Lubbock, Solid Waste Department, for mounting a 27 cubic yard, high compaction side loader from KANN MANUFACTURING that picks up from the street side of the body. All specified components shall be original equipment manufacturer (OEM) chassis-factory installed, when offered by the vehicle manufacturer. Trucks furnished to this specification shall be certifiable as straight trucks and shall meet or exceed the following requirements:</p>	✓	
3.	NOTICE TO RESPONDENTS	<p>DO NOT ASSUME YOUR STANDARD EQUIPMENT MEETS ALL OF THE DETAILED SPECIFICATION REQUIREMENTS. Respondents are cautioned that any unit delivered to FOB point which does not meet specifications in every aspect will not be accepted.</p>	✓	
4.	VEHICLE WEIGHT RATINGS	<p>Gross vehicle weight rating (GVWR) shall be minimum of 62,000 pounds.</p>	✓	
4.1		<p>Trucks shall be legally capable of operating at a maximum gross weight of 62,000 pounds.</p>	✓	

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
4.2		Trucks shall also be structurally capable of operating at a gross weight of 62,000 pounds, off highway, under condition imposing more severe frame stresses without experiencing failure or permanent sets in truck frame or any component of the unit.	✓	
5.	CHASSIS			
5.1		The effective cab-to-trunnion dimension 198 INCHES shall accommodate body being mounted, with vertical or horizontal muffler to accommodate the 27 cubic yard, high compaction side loader. Tree hugger Packer Body from KANN MANUFACTURING. The City of Lubbock is requesting KANN manufacturing packer bodies.	✓	
5.2		Frame shall be minimum 2,100,000 RBM straight reinforced, continuous, double-frame.	✓	
5.3		Special Chassis Requirement: No equipment shall be bolted inside the left hand frame that will impede the operation of the refuse body. Please conform to KANN specifications on clearance requirements.	✓	
6.	DRIVELINE COMPONENTS	Engine, transmission, and tandem drive rear axle offered shall have been in regular production and offered for sale to public and private entities for a minimum of 12 calendar months prior to bid opening. Drive line components shall meet the following requirements:	✓	
6.1		<p>Engine shall be electronically controlled, minimum 9.0 liter, in-line, and 6-cylinder design. Shall have minimum 345 gross horsepower at 1,900 RPM, and minimum 1,150 ft. /lb. gross torque. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufacturer. Engine shall have electronic shutdown protection and shall also include engine exhaust brakes. To be governed at 65mph.</p> <p>Automobiles and trucks shall meet or exceed the minimum requirements of the specification and all applicable requirements of Federal Motor Vehicle Safety Standards (Public Law 89-563). All requirements of these specifications shall be met unless they are in conflict with the applicable Federal Motor Vehicle Standards.</p> <p>Equipment furnished for the specification shall comply with all applicable requirements of the Environmental Protection Agency's Exhaust Emission Standards (940 CFR 85) as issued under authority of the Clean Air Act, as amended, (42 USC 1857, et seq.). It shall be the responsibility to the vendor to ensure that the equipment furnished meets the most recent requirements of all applicable laws. In the event equipment is furnished that is not in compliance with the law, it shall be the responsibility of the vendor to make all necessary modifications to the equipment required to achieve compliance with these laws.</p>	✓	
6.2		Transmission shall be automatic shift type, 6-speed, and furnished with auxiliary transmission oil cooler, as recommended for severe service applications by transmission manufacturer, suitable for the applications described in the	✓	

		Scope, and meet the performance requirements in paragraphs 7. To 7.5 & shall have PTO provisions.	✓		
6.3		Full tandem drive rear axle GAWR shall be 44,000 pounds minimum. Tandem shall be single speed, single reduction with inter-axle differential and power divider lockout, or single speed, double reduction with automatic power divider system. Shall be equipped with Axle-Lockout. Axle-Lockout should be equipped with driver controlled traction differential on both axles.	✓		
6.4		Transmission and rear axles shall be equipped with synthetic lubricants, and be labeled as such.	✓		
7.	PERFORMANCE REQUIREMENTS	The driveline components offered shall provide the following minimum performance in the intended application:	✓		
7.1		Maximum vehicle speed in top gear shall be electronically limited to 65 mph.	✓		
7.2		Cruise control shall be provided, and be electronically set at 60 mph.	✓		
7.3		Shall provide minimum 1.1 percent grade ability at 55 mph steady-state at peak torque, based upon 62,000 pound GVWR.	✓		
7.4		Shall provide minimum 20 percent start ability from a complete stop (at clutch engagement) based upon 62,000 pound GVWR.	✓		
7.5		Respondents shall furnish documentation verifying the driveline configuration offered meets all specified requirements. Documentation shall be with the bid submittal, and prior to purchase order award. City of Lubbock will make the final determination on acceptability of a proposed drivetrain, and its suitability for the intended application.	✓		
8.	DRIVE LINE AND ENGINE ACCESSORIES	All accessories necessary for operation shall be provided, to include but not limited to, the following:	✓		
8.1		Heavy-duty batteries shall deliver a starting power of at least 1,800 cold-cranking amperes (CCA) at zero degrees Fahrenheit.	✓		
8.2		Battery disconnect switch used to shut down the entire battery fed electrical system.	✓		
8.3		Heavy-duty 12 volt alternator or generator rated at minimum 145 amperes.	✓		
8.4		Full-flow type oil filtration system with replaceable filter and provision for bypassing oil to the engine as the filter becomes clogged. To include oil pump. As per 6.1, engine shall have electronic shutdown protection.	✓		
8.5		Heavy-duty aluminum radiator with maximum cooling capacity offered by manufacturer. (minimum 1,228 square inches)	✓		
8.6		Silicone radiator hoses and silicon water lines.	✓		
8.7		OEM standard coolant.	✓		
8.8		Automatic or viscous fan clutch.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE		
			YES	NO	
8.9		Horizontal or vertical exhaust with guard(s). The lower edge of the muffler must not be lower than fuel tank(s), and not interfere with the PTO. Vertical exhaust must not extend beyond body height or impede operation of packer body in any way.	✓		
8.10		Magnetic drain plugs in transmission case and rear axle housings.	✓		
8.11		Diesel engine fuel filtration system shall include at least two stages of filtration. Filter stages may consist of a primary and a secondary filter, or a two-stage filter in a common housing. At least one drain shall be provided in the system to prevent water damage to the injection system. All items shall be factory installed.	✓		
8.12		Cold weather starting aid shall be automatic with internal electronic control.			
8.13		Dry type air cleaner, including a primary element, a safety element, and/ or pre-cleaners with high capacity air filters, a restriction (service) indicator, to indicate the percentage of contamination and restriction. Indicator shall be easily visible from the operator's station.	✓		
9.	TIRES	Tires furnished shall be GOODYEAR DURASEALS or City of Lubbock approved equivalent with same functionality appropriate for the applications described and be of high quality design, materials, and workmanship. Tires shall meet Uniform Tire Quality Grading Standards, with UTGQ grades stamped on the side-wall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT marking stamped on the side-wall. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
10.	FRONT AXLE, WHEELS, AND TIRES	Front tires shall be 315x80Rx22.5 – 20 ply rating (Load Range H). Disc Wheel shall be hub piloted, 10 hole with 8.25 inch rims. Steel-belted radial-design. On highway, all position, tread design.	✓		
10.1		Front axle GAWR shall be 18,000 pounds minimum and shall be set back type front axles.	✓		
10.2		Front shock absorbers, double action hydraulic.	✓		
10.3		Wheel bearings shall be fluid lubricated with synthetic lubricants.	✓		
10.4		Wheel seals shall be STEMCO wet type standard unitized with sight glass, or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
10.5		Dust shields (rock guards) shall be provided for each front axle.	✓		
11.	REAR SUSPENSION, WHEELS, AND TIRES	Rear tires shall be shall be 11R x 22.5 – 16 ply rating (Load Range H). Single piece steel disc wheels shall be hub piloted, 10 hole, with 8.25 inch rims. Steel-belted radial-design. Mud and snow, all position, tread design.	✓		
11.1		Hendrickson RT-463 Walking beam type; 52" axle spacing; 46,000 lbs. capacity with rubber center bushings or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
11.2		Wheel bearing shall be fluid lubricated with synthetic lubricants.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
11.3		Wheel seals shall be STEMCO wet type standard unitized, or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓	
11.4		Dust shields (rock guards) shall be provided for each rear axle.	✓	
12.	BRAKES	Antilock brake system (full vehicle wheel control system, 4S/4M) with air brakes for straight truck application, complete with:	✓	
12.1		Compressor, minimum 12 cubic feet.	✓	
12.2		Reservoir.	✓	
12.3		Low air pressure warning indicator in cab.	✓	
12.4		Spring-set type parking brake.	✓	
12.5		Air brake lines shall be routed through the chassis and shall be securely fastened to the frame at intervals sufficient to prevent snagging and to provide clearance of any mechanical parts.	✓	
12.6		Air dryer – including integral 100 watt heater, shall be easily accessible, with spin on desiccant cartridge and automatic moisture ejector – for air brake system/reservoir(s) with automatic tank air drain.	✓	
12.7		Automatic slack adjusters – front and rear.	✓	
13.	STEERING	Truck shall be equipped with power steering of type normally recommended by manufacturer for left hand drive (Dual drive is not acceptable), and shall have a minimum wheel cut of 53 degrees.	✓	
14.	CAB	The truck shall have an enclosed cab. Hood and fender unit shall maintain a 70-degree forward tilt, without contact with the bumper. When gauges are specified, indicator lights are not acceptable. Trucks shall be equipped with, but not limited to, the following:	✓	
14.1		Cab grab handles on driver and passenger side.	✓	
14.2		Tachometer.	✓	
14.3		Speedometer.	✓	
14.4		Amp meter or volt meter.	✓	
14.5		Oil pressure gauge.	✓	
14.6		Engine coolant temperature gauge.	✓	
14.7		Fuel gauge.	✓	
14.8		Air pressure gauge.	✓	
14.9		Electric powered intermittent windshield wipers (air not acceptable) with washers for both sides.	✓	

14.10		OEM air ride high back driver and passenger seats with non-vinyl fabric. The minimum height from the cushion, in its lowest position, to the interior cab roof shall not be less than 40 inches.	✓		
14.11		Dual sun visors.	✓		
14.12		Fresh air type heater and defroster.	✓		
14.13		Air conditioner, factory installed.	✓		
14.14		Pre-trip exterior light test switch.	✓		
14.15		Head lights on when wipers on.	✓		
14.16		Electrically heated rear view mirrors, OEM metal framed, exterior west-coast rearview type left and right side mirrors with a minimum 6" x 16" viewing surface. In addition, an 8" convex spot mirror shall be installed on the bottom support arm bar of the rearview mirror, and a 3" convex spot mirror shall be installed on the top support arm bar of the rearview mirror for the driver's side only. Mirror support systems shall be a break-away type design.	✓		
14.17		Hour meter shall be factory installed if available from the OEM. If the hour meter will be an after-market installation, it shall be electric, quartz type, shock proof, in a sealed case, with readout to 9,999.9 hours. Three screw or flush mount with system voltage between 10-32V.	✓		
14.18		AM-FM radio, chassis factory-installed standard brand. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.	✓		
14.19		Two entry steps (step tank(s) and under-fuel tank) shall be provided on each side of the cab. Anti-skid surface shall be furnished on entry steps.	✓		
14.20		Cab shall be furnished with OEM maximum noise suppression package. Cab shall meet EPA noise level requirements effective on date of delivery.	✓		
14.21		Power windows and power locks.	✓		
15.	TRUCK	The truck shall be equipped to include, but not be limited to, the following:	✓		
15.1		Directional signals with flasher.	✓		
15.2		Clearance lights and reflectors meeting Texas Motor Vehicle Laws and Texas Department of Public Safety Requirements.	✓		
15.3		Front fenders and bumpers.	✓		
15.4		Front and rear tow hooks.	✓		
15.5		Radiator protector/stone guard shall be behind, or integral with, the front grille.	✓		
15.6		License plate bracket on front bumper.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO

15.7		Twin air horns, if available from OEM, or single trumpet air horn if twin air horns are not available.	✓		
15.8		Sealed beam or halogen headlights.	✓		

16.	FUEL TANK	Shall be equipped with one ICC approved frame mounted safety fuel tank with a total minimum 80 gallon capacity. Tank shall be mounted on either side of the unit, and shall not interfere with side loading operations. Shall include all necessary valves, hoses, and gauges.	✓		
17.	SAFETY PLAQUES OR DECALS	Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with current ANZI Z535.4.	✓		
18.	PAINTING	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.	✓		
19.	MANUAL(S)	Original manual(s) containing illustrated parts list(s) and operating and service instructions for the unit and engine shall be delivered with each unit. Manuals can be either electronic or written.	✓		
19.1		The manual(s) shall be as detailed as possible outlining all necessary service and operating instructions for each unit delivered. Parts list(s) shall cover all components identified by part number, description, and component location. Necessary warnings and safety precautions shall be included. It is requested, but not required, that the manual(s) be printed on recycled paper.	✓		
19.2		The following additional information shall be provided by the vendor at the time of delivery if it is not included in the manual(s) required above:	✓		
19.2.1		Manufacturer's recommended service and preventive maintenance intervals.	✓		
19.2.2		Recommended fluids, lubricants, and their SAE/API equivalents.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE		
			YES	NO	
20.	PARTS AND SERVICE	The manufacturer of the equipment furnished shall have an authorized dealer within the state of Texas. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts, which shall be available within three working days after ordering.	✓		
21.	MANUFACTURER'S STATEMENT OF ORIGIN (MSO)	Vendor shall furnish MSO with each unit at the time of delivery. City of Lubbock will not accept the unit and process payment without the MSO, all keys, and all paperwork.	✓		
22.	CHASSIS WARRANTY	OEM full bumper-to-bumper coverage for a minimum of 24 months to include engine, transmission, drive line, and axles. The unit shall be warranted against defects in material and workmanship for a minimum of 24 months. Warranty provided by vendor shall also include towing for 24 month period.	✓		
23.	LINE SETTING TICKET	Line setting ticket vendor shall furnish vehicle line setting tickets, describing all major components furnished to make up the chassis and body.	✓		
24.	KEYS	All trucks are to be keyed the same.	✓		
25.	CAB/CHASSIS INSPECTION	Vendor shall notify the City of Lubbock when cab/chassis' are completed and City of Lubbock shall travel to cab/chassis vendor to inspect for compliance. If cab/chassis fail to meet compliance, vendor shall ensure that repairs are completed within 24 hours. Repairs that cannot be completed during inspection must be re-inspected to meet compliance by vendor and City of Lubbock prior to releasing to body builder. Cab/chassis vendor is responsible for delivery of all cab/chassis units to body builder manufacturer facility.	✓		
26.	SECOND STAGE	All cab/chassis' not meeting City of Lubbock specifications can be delivered but shall not be released to the secondary stage manufacturer (body builder). Secondary vendor shall notify City of Lubbock when the body installation is completed.	✓		
27.	PRE-DELIVERY	After the body installation and chassis has been returned to the City, the cab/chassis vendor shall provide the pre-delivery service and first state safety inspection and install the windshield sticker. All unit(s) must include a fire extinguisher, minimum 5 pounds, and UL rating 1A-10B:C. The fire extinguisher shall be installed in a suitable and readily accessible location within the cab. All unit(s) delivered to the City of Lubbock (206 Municipal Drive, Lubbock, TX 79403) shall also have a set of warning triangles and must have a minimum of ¼ tank of fuel upon delivery.	✓		
28.	ACCEPTANCE INSPECTION	All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than 5 working days, weather permitting. The vendor will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
29.	WORKING DAY	A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed city, state, and federal holidays.	✓	
30.	DELIVERY	Unit(s) shall be delivered completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the unit(s) made ready for continuous operation. On-site (FOB point) dealer preparation or other type of work will not be permitted. Unit(s) with fluid levels (coolant, engine oil, transmission oil, axle grease, brake fluid, etc.) in need of service will not be accepted. Unit(s) shall be in compliance with Texas Traffic Laws.	✓	
30.1		Provisions shall be made by the vendor to prevent any undue delay or imposition upon City of Lubbock personnel at time of delivery. City of Lubbock assistance will not be provided for unsaddling piggy back chassis or off-loading convoyed units.	✓	
30.2		Vendor shall notify City of Lubbock purchaser, at telephone number listed on bid, at least three working days prior to making each delivery.	✓	

OPTIONS

I.	EXTENDED WARRANTY	OEM full bumper-to-bumper coverage for 4 yrs. /150,000 miles, whichever comes first, to include engine, transmission, drive line, and axles, with written detailed explanation of covered components that includes a complete listing of exclusions. Warranty shall be ZERO deductible. Warranty provided by vendor shall also include towing for 48 month period.	\$6,063.00 / per truck
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PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	5, 27, 2019
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GENERAL REQUIREMENT AND INFORMATION
 BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

**City of Lubbock
Fleet Services
Bid Tabulation**

ITB 19-14417-RR
Cab and Chassis & Cab-over for Refuse Truck

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	EA	5	Tandem Axle Cab-over for Refuse Truck			
			Rush Truck Centers of Texas LP	Lubbock, TX	\$97,136.00	485,680.00
			Robert's Truck Center	Lubbock, TX	144,302.00	721,510.00
			Lubbock Truck Sales	Lubbock, TX	146,937.54	734,687.70
			Chastang's Bayou City Autocar	Houston, TX	149,870.00	749,350.00
2	EA	4	Left Hand, Cab and Chassis			
			Robert's Truck Center	Lubbock, TX	90,410.00	361,640.00
			Lubbock Truck Sales	Lubbock, TX	93,501.00	374,004.00
			Rush Truck Centers of Texas LP	Lubbock, TX	117,283.00	469,132.00
			Bruckner Truck Sales, Inc.	Lubbock, TX	124,927.00	499,708.00
3	EA	5	Extended Warranty Cab-over Refuse Truck			
			Lubbock Truck Sales	Lubbock, TX	4,636.00	23,180.00
			Rush Truck Centers of Texas LP	Lubbock, TX	4,775.00	23,875.00
			Robert's Truck Center	Lubbock, TX	6,851.00	34,255.00
4	EA	5	Extended Warranty per Spec #5811 LH Cab and Chassis			
			Bruckner Truck Sales, Inc.	Lubbock, TX	4,250.00	21,250.00
			Rush Truck Centers of Texas LP	Lubbock, TX	4,445.00	22,225.00
			Lubbock Truck Sales	Lubbock, TX	5,760.00	28,800.00
			Robert's Truck Center	Lubbock, TX	6,063.00	30,315.00
			ITEM BY ITEM			
			Robert's Truck Center - Line Item 2	Lubbock, TX	\$361,640.00	
			Items not awarded: 1, 3, 4			



Regular City Council Meeting

7. 6.

Meeting Date: 03/12/2019

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043813 with Bee Equipment, for the purchase of a Superior Broom for the Airport.

Item Summary

The Purchase Order Contract for \$56,500, is for a Superior Broom to be used at the Airport, to replace a 1986 broom that is out of service. This purchase was made through ITB 19-14505-RR.

Three vendors submitted bids:

Vendor	Cost per Unit
ASCO Equipment of Lubbock, TX	\$51,750
BEE Equipment of Lubbock, TX	\$56,500
Warren CAT of Lubbock, TX	\$57,500

Staff recommends award to the lowest bidder who met all specifications, BEE Equipment of Lubbock, Texas, for 1 Superior Broom for \$56,500. The lowest bidder, ASCO Equipment of Lubbock, Texas, did not meet specifications. Delivery time is 60 calendar days.

Fiscal Impact

A total of \$143,000 was appropriated in the FY 2018-19 Airport Operating Budget with \$56,500 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City manager

Attachments

Resolution - Bee Equipment Sales Ltd.

Purchase Order - Bee Equipment

Bid Tabulation - Bee Equipment Sales, Ltd.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31043813 for the purchase of Superior Broom as per ITB 19-14505-RR, by and between the City of Lubbock and Bee Equipment Sales LTD of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 3/5/2019
Order Number 31043813 000 OP

Branch/Plant 8526

TO: BEE EQUIPMENT SALES LTD
2506 SLATON HWY
LUBBOCK TX 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 2/18/2019 Freight
Requested 5/3/2019 Taken By R ROCHA
Delivery J LOERWALD REQ 53289 ITB 19-14505-RR

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Superior Broom	1.000	56,500.0000	EA	56,500.00	5/3/2019

CC 4613

Total Order

Terms NET DUE ON RECEIPT 56,500.00

This purchase order encumbers funds in the amount of \$56,500.00 awarded to Bee Equipment Sales LTD of Lubbock, TX, on _____ . The following is incorporated into and made part of this purchase order by reference: ITB 19-14505-RR, dated February 11, 2019, from Bee Equipment Sales LTD of Lubbock, TX. Resolution # _____ .

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, TX
Fleet Services
Bid Tabulation**

ITB 19-14505-RR
Superior Broom

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	
1	EA	1	Superior Broom DT80J or Equivalent Per Spec. #4613			
			Asco Equipment	Lubbock, TX	\$51,750.00	*NQAS
			Bee Equipment Sales LTD	Lubbock, TX	56,500.00	
			Warren Cat	Lubbock, TX	57,000.00	
2	EA	1	Extended Warranty			
			Bee Equipment Sales LTD	Lubbock, TX	4,200.00	
			Item by Item			
			Bee Equipment Sales LTD - Line Item 1	Lubbock, TX	\$56,500.00	
			Items not awarded: Item 2			
			*Not Quoted As Specified			



Regular City Council Meeting

7.7.

Meeting Date: 03/12/2019

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31043781 with Area Trailer Sales and Rentals, for the purchase of three (3) belly dump trailers with roll tarp systems for Wastewater.

Item Summary

This Purchase Order Contract is for 3 belly dump trailers with roll tarp systems for Wastewater. These belly dump trailers will replace two 2007 models and one 2008 model that are in need of extensive repairs.

Two vendors submitted bids:

Vendor	Units	Cost per Unit	Total
Area Trailer Sales & Rentals of Lubbock, TX	3	\$34,500	\$103,500
American Equipment & Trailer of Lubbock, TX	3	\$40,050	\$120,150

Staff recommends award to the lowest bidder who met all specs, Area Trailer Sales & Rentals of Lubbock, TX, for 3 belly dump trailers with rolling tarp systems, for \$34,500 each, totaling \$103,500.

This purchase was made through ITB 19-14469-RR, and time for completion is 45 calendar days.

Fiscal Impact

A total of \$239,000 was appropriated in FY 2018-19 Water/Wastewater Fund, Vehicle Replacements, Capital Improvement Project 92574, with \$103,500 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - Area Trailer Sales & Rentals

PO - Area Trailer Sales & Rentals

Bid Tabulation - Area Trailer Sales Rentals

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31043781 for the purchase of Belly Dump Trailer as per ITB 19-14469-RR, by and between the City of Lubbock and Amarillo Trailer Sales and Rentals, Inc., DBA Area Trailer Sales and Rentals of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1


Date - 2/22/2019

Order Number 31043781 000 OP

Branch/Plant 8526

TO: AREA TRAILER SALES AND RENTALS
ATTN TIM COMPTON
3217 E SLATON HWY
LUBBOCK TX 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 2/18/2019 Freight
Requested 4/26/2019 Taken By R ROCHA
Delivery J LOERWALD REQ 53206 ITB 19-14469-RR

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Belly Dump Trailer	3.000	32,500.0000	EA	97,500.00	4/26/2019
CC 6411					
Roll Tarp System	3.000	2,000.0000	EA	6,000.00	4/26/2019
CC 6411					
				Total Order	
Terms NET 30				103,500.00	

This purchase order encumbers funds in the amount of \$103,500.00 awarded to Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals of Lubbock, TX, on _____. The following is incorporated into and made part of this purchase order by reference: ITB 19-14469-RR, dated January 22, 2019, from Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **HOUSE BILL 2015.** House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).
28. **ASSIGNING OR SUBLETTING THE CONTRACT.** 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.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, 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. **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.
31. By accepting this purchase order, the Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 803.001, as amended.

REVISED
City of Lubbock, TX
Belly Dump Trailers
ITB 19-14469-RR
Bid Form

In compliance with the Invitation to Bid 19-14469-RR, the undersigned Bidder having examined the Invitation to Bid and 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 below and agrees to deliver said items at the locations and for the prices set forth on this form. 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 19-14469-RR is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Item	Qty. (+/-)	Unit of Measure	Description	*Unit Price	Extended Price	**Delivery (Days) ARO
1	3	Each	Belly Dump Trailer Spec. #6411-Belly Dump Trailer (24 cubic yard capacity)	\$ 32,000.00	\$ 96,000.00	45
Model Year, Brand Name and Model Number:						
2	3	Each	Belly Dump Trailer Spec. T58 - Belly Dump Trailer (30 cubic yard capacity)	\$ 32,500.00	\$ 97,500.00	45
Model Year, Brand Name and Model Number:						
OPTIONAL:				Unit Price	Extended Price	
1	As per SPEC #6411 Belly Dump Trailer (24 cubic yard capacity): Detailed OEM extended warranty for a period of two years. The warranty shall cover all components of the trailer, except tires, brakes and other wear items			\$ 1,500.00	\$ 4,500.00	
2	As per SPEC #6411 Belly Dump Trailer (24 cubic yard capacity) : Roll Tarp System			\$ 2,000.00	\$ 6,000.00	
3	As per SPEC #6411 Belly Dump Trailer (24 cubic yard capacity): Interior spray on coating that bonds to the metal to prevent material retention and aid in payload release			- 0 - INCLUDED IN BASE PRICE	- 0 -	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO - After Receipt of Order**
City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities. 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.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___% , net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of

calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES NO

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

AMARILLO TRAILER SALES & RENTALS, INC DBA

THIS BID IS SUBMITTED BY AREA TRAILER SALES & RENTALS a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: _____

Address: 3217 E. SLATON HWY

City: LUBBOCK State: TEXAS Zip: 79404

Bidder acknowledges receipt of the following addenda:

- Addenda No. 1 Date 01/16/2019
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

M/WBE Firm	<input checked="" type="checkbox"/>	Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. P106254X (Franchised TX dealer)

By *Krista Flowers Floyd* Date: 01/22/2019
 Authorized Representative - must sign by hand

Officer Name and Title: KRISTA FLOWERS FLOYD, VICE PRESIDENT
 Please Print

Business Telephone Number 806/745-5535 FAX: 806/745-5578

E-mail Address: tcompton@areatrailersalesandrentals.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____	

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

**CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
BELLY DUMP TRAILER**

SPEC T58

MAKE "CTS" MODEL BDT-40 "PACK HOLE"
CONSTRUCTION TRAILER SPECIALIST

IT IS THE INTENT OF THESE SPECIFICATIONS AND THE SPECIFICATIONS FOR EQUIPMENT GENERAL INFORMATION, REQUIREMENTS AND CONDITIONS SECTION TO DESCRIBE MINIMUM REQUIREMENTS. THE VEHICLE SHALL MEET OR EXCEED THE CONSTRUCTION AND PERFORMANCE SPECIFICATIONS DESCRIBED IN THE FOLLOWING MINIMUM SPECIFICATIONS. THE SELLER SHALL BE REQUIRED TO MARK COMPLIANCE TO THE SECTION OF THE SPECIFICATIONS IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED, AS STANDARD BY THE MANUFACTURER SHALL BE INCLUDED, IF NOT STATED IN THE WRITTEN SPECIFICATIONS. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATIONS SHOWN IN THE INVITATION TO BID SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATIONS. IN ORDER TO RECEIVE FULL CONSIDERATION, QUOTATION MUST FOLLOW THESE SPECIFICATIONS AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: AMARILLO TRAILER SALES & RENTALS, INC DBA PHONE: 806/745-5535
ALFA TRAILER SALES & RENTALS

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO

	GENERAL	Semi-trailer with bottom dumping capabilities, to include the requirements as describes herein.			
1	CARRYING CAPACITY	30 Cubic yards, No Modified sides 30 Cubic yards, No modified sides, heaped capacity, with a weight of 50,000 lbs, at 60 mph on payment and hard packet dirt surfaces			✓
2	DEMENSIONS	Width not to exceed 102" Length not to exceed 40' Height not to exceed 11' 6"	✓		
3	AXLE RATING	Tandem axles not less than 25,000 pounds each	✓		
4	SUSPENSION	OEM Standard, with nominal 50 inch axle centers, providing not less than 50,000 pounds carrying capacity, and equipped with axle guards (window deflectors.)	✓		
5	BRAKES	Air operated 'S' cam design with automatic slack adjusters, rated for not less the GVWR of the trailer. Brakes shall conform to the federal DOT requirement at the time of delivery.	✓		
6	BODY CONSTRUCTION	OEM high tensile steel body construction, with air controlled single hopper, bottom-gate. Dump features shall be electrically controlled from the cab, and manually from the side of the trailer. Must be capable of holding saturated solids @ an average of 19%.	✓		
7	KINGPIN	Standard 2.875 inch king pin, in conformance with SAE J700 standards, and located eighteen (18") to twenty (20") inches set back from front end of trailer.	✓		
8	TIRES	11:00 X 22.5, 16 Ply, Tubeless 22.5 Radial Highway Tread, 10 hole disk type wheels	✓		

NO.	ITEM COMPLIANCE	MINIMUM REQUIREMENTS	SELLER	
			YES	NO
9	LANDING GEAR	OEM standard two speed crank down type with triangle side braces and sand shoes. Note: Trailer Landing Gear must be designed to support maximum loaded weight, of the trailer.	✓	
10	MUD FLAPS	OEM current standards meeting the state of TEXAS DPS, DOT, and federal requirements.	✓	
11	LIGHTS	OEM current standards meeting the state of TEXAS DPS, DOT, and federal requirements.	✓	
12	PAINT	OEM standard red color	✓	
14	WARRANTY	Two-year minimum against defects in material & workmanship, including parts & labor	✓	

<u>OPTIONS:</u>			
15	EXTENDED WARRANTY	Manufacturer or Dealer Extended 5 yr. warranty covering all components of the trailer except tires and brake wear components.	\$ <u>1,500.00</u> ea
16	INTERIOR COATING	Interior spray on coating that bonds to the metal to prevent material retention and aid in payload release	\$ <u>0</u> (included)
17	TARP SYSTEM	Roll Tarp System	\$ <u>2,000.00</u> ea

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	3, 1, 2019
--	--------------------	------------

GENERAL REQUIREMENT AND INFORMATION

BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. LIST ITEMS BY ITEM NUMBERS.

ITEM NO. 1 : 29.5 cu. YD. CAPACITY 1LO 30 cu. YD. CAPACITY

**City of Lubbock
Fleet Services
Bid Tabulation**

ITB 19-14469-RR
Belly Dump Trailer

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	EA	3	Belly Dump Trailer Spec. #6411 American Equipment and Trailer Inc.	Lubbock, TX	\$30,500.00	91,500.00
			Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals	Lubbock, TX	32,000.00	96,000.00
2	EA	3	Belly Dump Trailer Spec T58 Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals	Lubbock, TX	32,500.00	97,500.00
			American Equipment and Trailer Inc.	Lubbock, TX	36,250.00	108,750.00
Option	EA	3	Option Roll Tarp System per Spec T58 Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals	Lubbock, TX	2,000.00	6,000.00
			American Equipment and Trailer Inc.	Lubbock, TX	3,800.00	11,400.00
			Item by Item Amarillo Trailer Sales and Rentals, Inc. DBA Area Trailer Sales and Rentals - Line Item 2, and Option	Lubbock, TX	\$103,500.00	

Item not awarded: Item 1



Regular City Council Meeting

7. 8.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 1st Reading - Parks and Recreation: Consider an ordinance amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas, in regard to permitting special events that meet specified criteria, to allow the possession, sale, or consumption of alcohol in designated Regional or Community Parks.

Item Summary

This ordinance amends Chapter 16, Sections 16.01.005(b) and 16.01.005(c), of the Code of Ordinances of the City of Lubbock, Texas. The amendment establishes an alcoholic beverage permit process for special events taking place on Regional or Community Parks as designated in the Parks and Recreation Master Plan. Special event permit applications will only be considered if the event meets the following criteria:

1. Events that have qualified for City of Lubbock In-Kind Services, or pay park use fees for using the park during an allotted time.
2. Event must have a minimum attendance of 1,000 people.
3. Event must have sponsorship from the City of Lubbock, Visit Lubbock, Market Lubbock, and/or Civic Lubbock, Inc.
4. Event Organizer must provide insurance listing the City of Lubbock as an additional insured.
5. Event Organizer may sell or provide alcohol through a sponsor. No event will be permitted to allow attendees to bring their own beverages on the premises.
6. The sale and/or consumption of alcoholic beverages shall comply with all federal, state and local regulations, including those set forth in the Texas Alcoholic Beverages Code.
7. Event must be compatible with the image or reputation of the city and promote Lubbock as a regional cultural destination.

Other criteria essential to the approval of the permit include date, time and location of the event, access to the event, site management and security, as well as designation of a licensed and approved concessionaire or caterer.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Amended Ordinance
Beverage Use Agreement
Beverage Permit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE POSSESSION, SALE, OR CONSUMPTION OF ALCOHOL IN SELECTED PUBLIC PARKS OR PUBLIC PARK FACILITIES; 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 16 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 Sections 16.01.005(b) and 16.01.005(c) of the Code of Ordinances of the City of Lubbock, Texas are hereby amended to read as follows:

Sec. 16.01.005 Alcoholic beverages; littering

(b) Alcoholic beverages prohibited, exceptions. It shall be unlawful for any person to consume any alcoholic beverage in any public park or for any person to possess any alcoholic beverage in any public park within the corporate limits of the city unless otherwise specified by this section.

(1) The sale and consumption of alcoholic beverages within the Meadowbrook Golf Course at Mackenzie Park, at the Bayer Museum of Agriculture, and at the American Wind Power Center and Museum may be allowed in accordance with the laws of the State of Texas, as administered by the Texas Alcoholic Beverage Commission.

(2) The sale and/or consumption of alcohol may be allowed by special permit at the following selected park facilities:

(A) The Moonlight Musicals Amphitheatre;

(B) The Buddy and Maria Elena Holly Plaza;

(C) The Buddy Holly Recreational Area, as depicted in Figure 1 appended to Ordinance 2011-00129; and

(D) Regional or Community Parks as designated in the city's most recent Parks and Recreation Master Plan.

(c) Alcoholic beverages permitting procedures. The city manager, or his or her designee, shall develop guidelines and procedures to insure the following:

(1) That the sale and/or consumption of alcoholic beverages shall comply with any and all license agreements entered into by the city;

(2) That the sale and/or consumption of alcoholic beverages shall comply with all federal, state, and local regulations, including those set forth in the Texas Alcoholic Beverages Code;

(3) That the sale and/or consumption of alcoholic beverages is conducted by special permit obtained from the city manager, or his or her designee. The special permit shall include, but is not limited to the following information:

(A) The date, time, and location of the event;

(B) The type of event;

(C) The estimated attendance;

(D) The access to the event;

(E) The designation of a licensed and approved concessionaire or caterer; and

(F) The site management and security.

(4) The special permit shall only be issued for an event that is sponsored by one or more of the following:

(A) Visit Lubbock;

(B) Civic Lubbock, Inc.;

(C) The City of Lubbock; or

(D) Market Lubbock.

SECTION 2. 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 3. 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 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.

SECTION 5. 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 _____, 2019.


Passed by the City Council on second reading this ____ day of _____, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney



Parks and Recreation Alcoholic Beverage Permit Agreement

1. The sale and/or consumption of alcohol may be permitted within Regional and Community Parks, as defined in the Parks and Recreation Master Plan, during Special Events, if all of the following criteria are met:
 - A. Events that have qualified for City of Lubbock In-Kind Services, or pay park use fees for using the park during an allotted time.
 - B. Event must have a minimum attendance of 1,000 people.
 - C. Event must have sponsorship from the City of Lubbock, Visit Lubbock, Market Lubbock, and/or Civic Lubbock, Inc.
 - D. Event Organizer must provide insurance listing the City of Lubbock as an additional insured.
 - E. Event Organizer may sell or provide alcohol through a sponsor. No BYOB events are permitted.
 - F. Event must be compatible with the image or reputation of the city and promote Lubbock as a regional cultural destination

2. Civic Lubbock Inc., (through a License agreement with the City of Lubbock) has the first right of refusal for alcoholic beverage services at the Buddy & Maria Elena Holly Plaza and the Lubbock Moonlight Musicals Amphitheatre. Contact the Lubbock Memorial Civic Center for further information at 806.775.2242.

3. Permit will be in effect only during approved special event hours.

4. All other applicable permits must be obtained and approved. (EX. Park Use Permit, Vendor Permits, Noise Permit)

5. Indemnity: Event Organizer, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Agreement and/or the Vendor's agents, employees, invitees, patrons, licensees, guests and/or independent contractors use and possession of the persons, including Vendor, in or about the premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility services.

6. Agreements are non-transferrable and non-refundable.

7. This Agreement is revocable by the City, at any time, for any cause or convenience.

8. I understand that sale and/or consumption of alcoholic beverages shall comply with all federal, state and local regulations, including those set forth in the Texas Alcoholic Beverages Code.

I, the undersigned, have read and do thoroughly understand and agree to abide by all the rules and regulations. I further understand that The City of Lubbock has the authority to use whatever actions necessary to discontinue a permit if the conditions stated in this agreement are not followed.

Signature: _____



ALCOHOLIC BEVERAGE PERMIT

ISSUED TO: _____
NAME ADDRESS CITY, STATE, ZIP CODE

ORGANIZATION (IF APPLICABLE): _____

CONTACT PERSON: _____ DAYTIME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____ EVENT NAME: _____

EVENT DATE: _____ TYPE OF EVENT: _____

EVENT LOCATION (Please attach map): _____

ESTIMATED ATTENDANCE: _____ IS THE EVENT FREE TO ATTEND/PARTICIPATE: _____ YES _____ NO

ARE BEVERAGES TO BE SOLD: _____ YES _____ NO ARE BEVERAGES TO BE PROVIDED: _____ YES _____ NO

PLEASE DESCRIBE SITE MANAGEMENT AND SECURITY (USE ADDITIONAL PAGES IF NEEDED): _____

PLEASE DESCRIBE ACCESS TO THE EVENT (USE ADDITIONAL PAGES IF NEEDED): _____

PLEASE LIST ALL CONCESSIONAIRES AND/OR CATERERS: _____

PLEASE LIST SPONSORS (USE ADDITIONAL PAGES IF NEEDED): _____

Please read and initial the following:

- _____ 1. I understand that sale and/or consumption of alcoholic beverages shall comply with all federal, state and local regulations, including those set forth in the Texas Alcoholic Beverages Code.
- _____ 2. I understand that I must complete a Vendor Request Form for any goods, wares, merchandise, services or other commodities sold during this event.
- _____ 3. Indemnity: Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses, and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Lease and/or the Lessee's agents, employees, invitees, patrons, licensees, guests and/or independent contractors use and possession of the Premises, including, but not limited to Lessee, damage to the Premises, or from the act or omission of any person or persons, including Lessee, in or about the Premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility services.

Applicant Signature _____

Date _____

APPROVED BY: _____	DATE: _____
Printed Name and Title	
SIGNATURE: _____	For Office Use Only



Regular City Council Meeting

8. 1.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-00025, for Zone Case 1617-A, a request of Eco Site, for Tim Reed, for a Specific Use for antennas, towers, and alternative tower structures, to allow a monopole telecommunications tower to be located on land zoned Local Retail District (C-2) at 4646 34th Street, approximately 1,750 feet west of the intersection of 34th Street and Quaker Avenue, Pounds Addition, on the south 125 feet of Lot 7.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto.

As noted in the report, staff recommends approval of the specific use, with the following conditions:

1. Requirement that a 6-foot pedestrian level screening fence be installed.
2. The site plan be updated with all conditions required by the Planning and Zoning Commission, prior to Council consideration.

The Planning and Zoning Commission heard this case on February 7, 2019 and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

1617-A Ordinance

1617-A Staff Report

7962_1617-A Documentation (p)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1617-A; A ZONING CHANGE FROM C2 TO C-2 SPECIFIC USE FOR ANTENNAS, TOWERS, AND ALTERNATIVE TOWER STRUCTURES, TO ALLOW A MONOPOLE TELECOMMUNICATIONS TOWER TO BE LOCATED ON LAND ZONED LOCAL RETAIL DISTRICT (C-2) AT 4646 34TH STREET, APPROXIMATELY 1,750 FEET WEST OF THE INTERSECTION OF 34TH STREET AND QUAKER AVENUE, POUNDS ADDITION, ON THE SOUTH 125 FEET OF LOT 7, LUBBOCK, TEXAS; SUBJECT TO REQUIREMENTS; 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. 1617-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use for antennas, towers, and alternative tower structures, to allow a monopole telecommunications tower to be located on land zoned Local Retail District**

(C-2) at 4646 34th Street, approximately 1,750 feet west of the intersection of 34th Street and Quaker Avenue, Pounds Addition, on the south 125 feet of Lot 7, City of Lubbock, Lubbock County, Texas, subject to requirements as follows:

SUBJECT TO THE FOLLOWING REQUIREMENTS:

- 1. THAT the property shall require a 6 foot pedestrian level screening fence be installed.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-2 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4646 34th Street, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



AJ Fawver, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1617-A
February 7, 2019

SPECIFIC USE CASE 1617-A

STAFF REPORT

Property Address & Location: 4646 34th Street, a 21,133 square foot lot northeast of the intersection of 34th Street and Toledo Avenue.

Legal Description: Pounds Addition, South 125 feet of Lot 7.

Applicant: Bill Bauman, Eco-Site

Property Owner: Tim Reed

Current Zoning: C-2, Local Retail District

Request(s): Specific Use to allow “Antennas, Towers, and Alternative Tower Structures” use category on property zoned C-2

Applicable Regulations: Division 27, Article 40 of the Code of Ordinances

Staff Recommendation(s): APPROVAL WITH CONDITIONS

Case Manager: Iván Gonzalez, Planner
 806.775.2108 / igonzalez@mylubbock.us

Exhibits:

- A - Aerial Map
- B - Zoning Map
- C - Future Land Use Map
- D - Thoroughfare Plan Map
- E - Notification Responses Content Summary

IMPORTANT DATES:

- Date of Application: December 31, 2018
- Date of Future Hearings: February 25, 2019 and March 12, 2019 City Council meetings (If recommended for approval)

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: January 22, 2019
- Written Notice to Properties within 200’ & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): January 22, 2019
- Meeting Agenda, in compliance with Open Meetings Act: Agenda posted a minimum of 72 hours prior to the meeting.

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
10	0	0	0

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

PROPOSED CONDITIONS:

1. Requirement that a 6 foot pedestrian level screening fence be installed.
2. The site plan be updated with all conditions required by the Planning and Zoning Commission, prior to Council consideration.

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	C-2	Ace Cash Express
North	R-3	Apartment complex
East	C-3	Hurricane Car Wash
South	C-3	Glass Doctor of Lubbock
West	R-2	Coronado High School

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

Options for Action - Specific Use:

- Approval
- Approval, with conditions
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- Sept 16, 1969, 1617: A zone change was approved from R-3 (Multi-Family) zoning to C-2 (Local Retail) zoning.
- March 8, 1961, 889: A zone change was approved from R-2 (Two Family) zoning to R-3(Multi-Family) zoning.
- Sept 24, 1952, 394: A zone change was approved from R-1 (Single Family) zoning to R-2 (Two Family) zoning.
- Dec 14, 1949: The City Council annexed this entire block as R-1 (Single Family Residential) zoning.

ITEM SUMMARY:

The applicant is seeking a specific use for an “Antenna, Tower, and Alternative Tower Structures,” potentially to construct a monopole communications tower. The property currently has two existing driveway approaches on 34th Street and one driveway approach on Toledo Avenue.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

APPLICABLE GENERAL PROVISIONS:

Sec. 40.03.3102 General provisions

(e) All uses permitted in this district shall meet the minimum requirements for that use, or similar type uses, provided in the district in which the use or similar type use is permitted. However, the City Council, may vary the requirements to allow flexibility for modern urban planning and design.

(f) A specific use permit and a building permit shall be applied for and secured within thirty (30) months of the effect [effective] date of the zone change, or all undeveloped property shall automatically revert back to the previous zoning classification.

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

34th Street is designated as a Minor Arterial in the City’s 2018 Master Thoroughfare Plan (MTP). Toledo Avenue is designated as a Collector in the MTP. Staff does not foresee any long term traffic impacts resulting from this specific use designation.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed specific use is compatible with the surrounding area, and will not change the overall commercial nature of this area.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The Future Land Use Map calls for “Commercial” at this location. This request is consistent with both the principles and map components of the Comprehensive Plan. The Comprehensive Plan core ideas recommend studying major corridors and creating individual plans for how these corridors should look (City of Lubbock 2040 Comprehensive Plan, p. 40). 34th Street would qualify as a major corridor for future study.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The proposal is consistent with the Future Land Use Matrix and Commercial Node Concept due to the fact it will not substantially change the intensity of the property.

CONFORMANCE WITH THE ZONING ORDINANCE:

The proposed specific use designation is in line with the C-2 zoning district and meets all applicable regulations.

SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

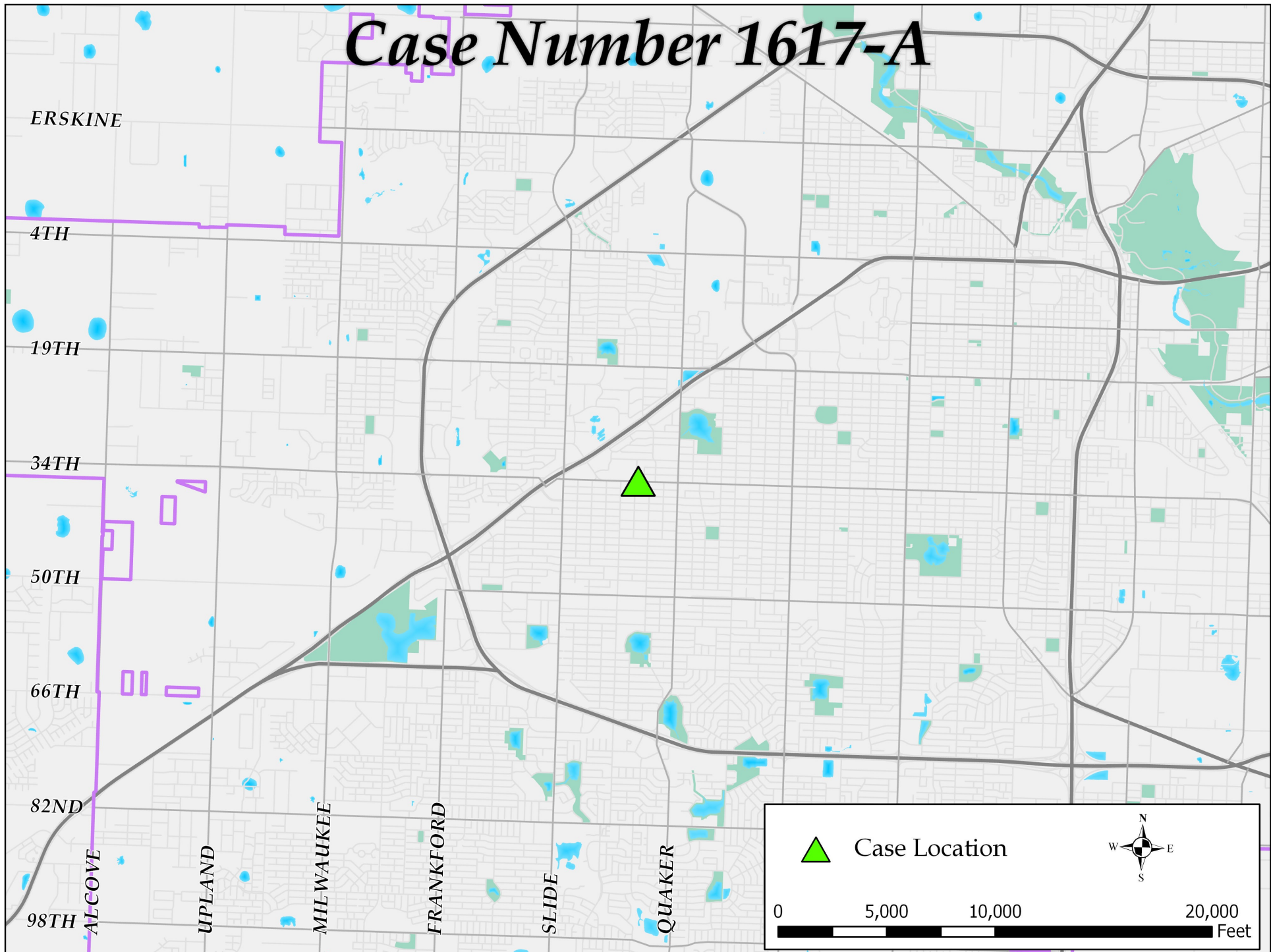
This property is of commercial nature and the current land use will not change if the specific use is approved. Additionally, the tower would not impact the residential uses in the area, as it would be set back 95 feet from all residential structures. This proposal meets all other administrative requirements for locating the tower on this property.

The applicant has discussed alternative locations and the possibility of co-locating with another tower structure, which have both been ruled out by the nature of the communications tower and the need it will meet.

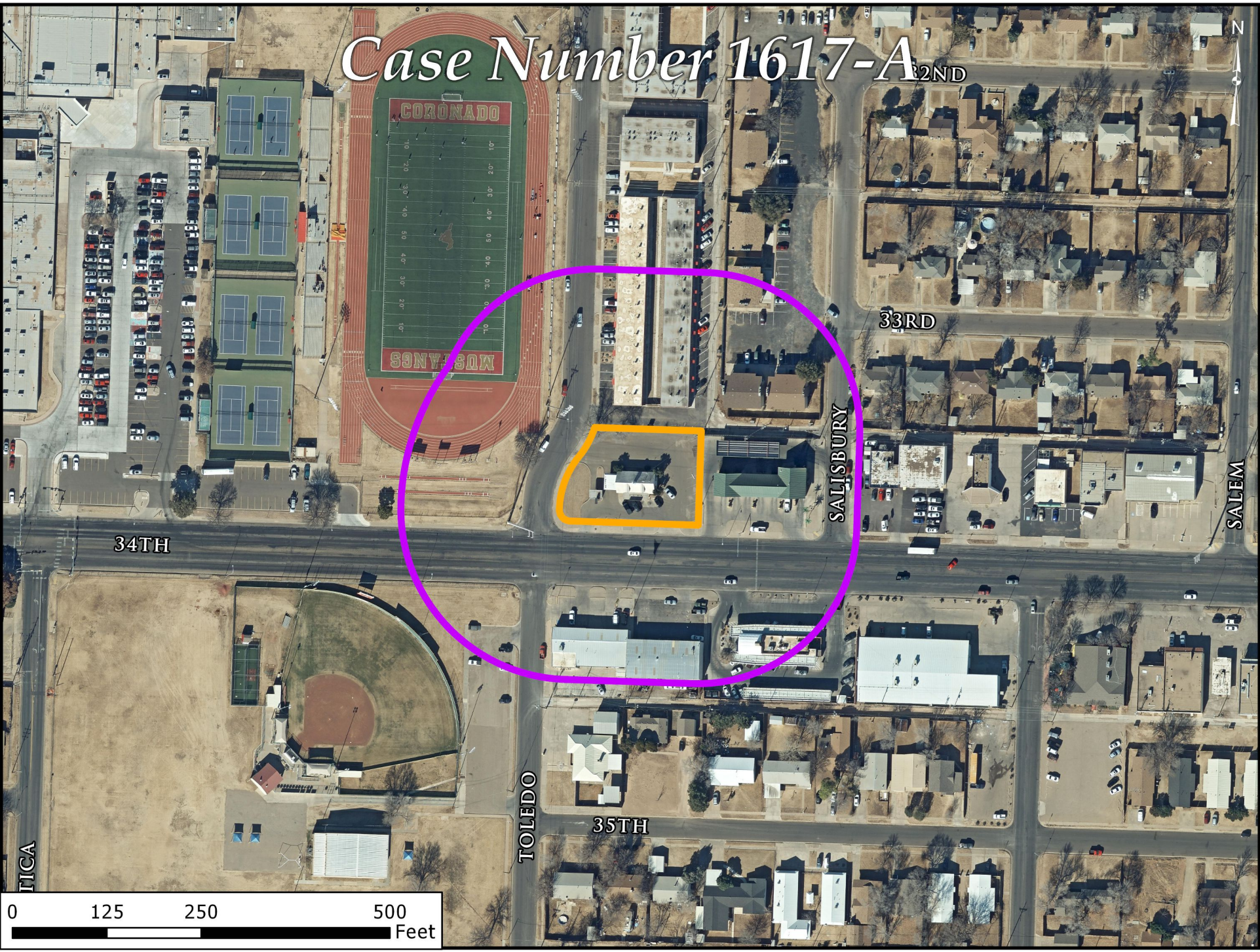
RELATED PLANS & POLICIES:

Not Applicable.

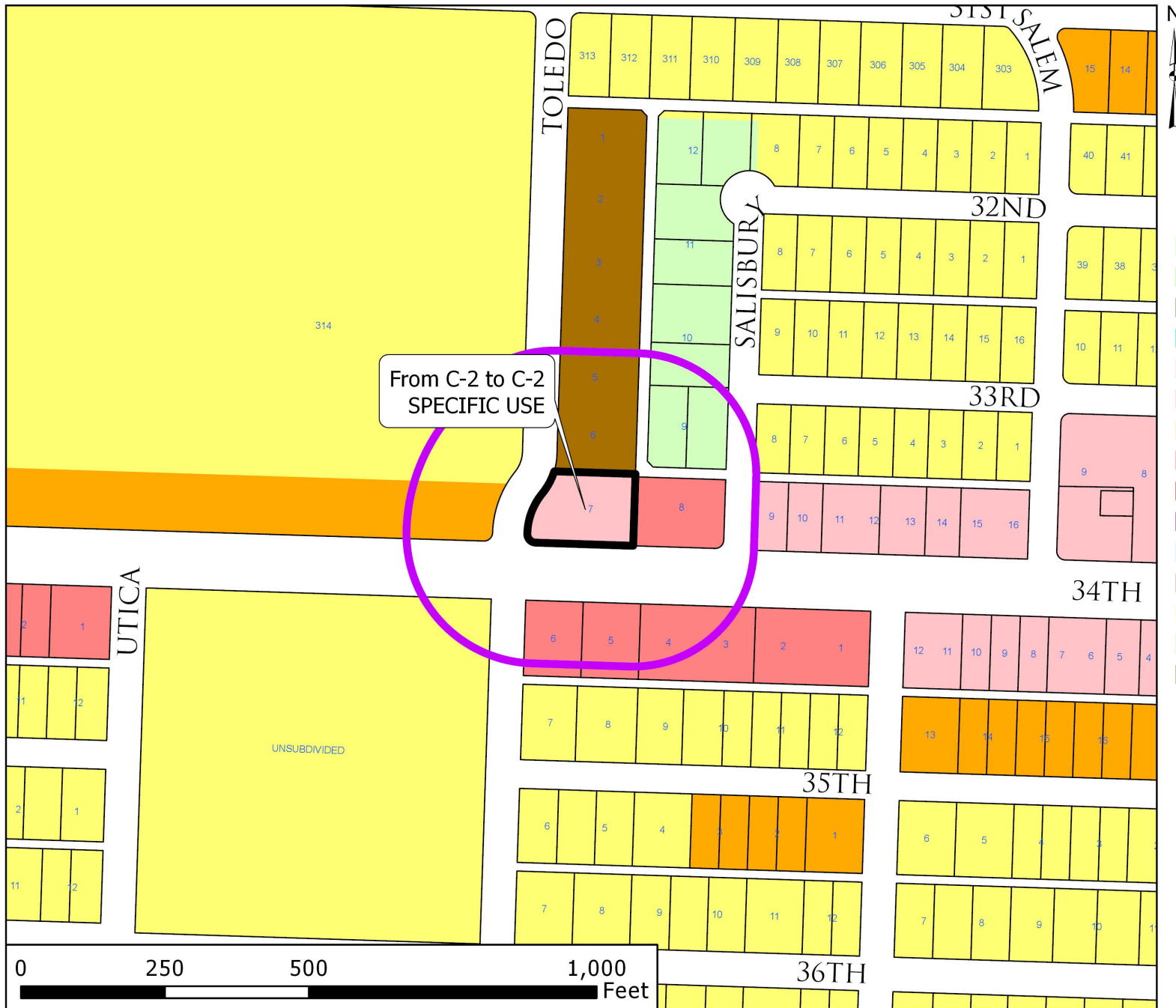
Case Number 1617-A



Case Number 1617-A

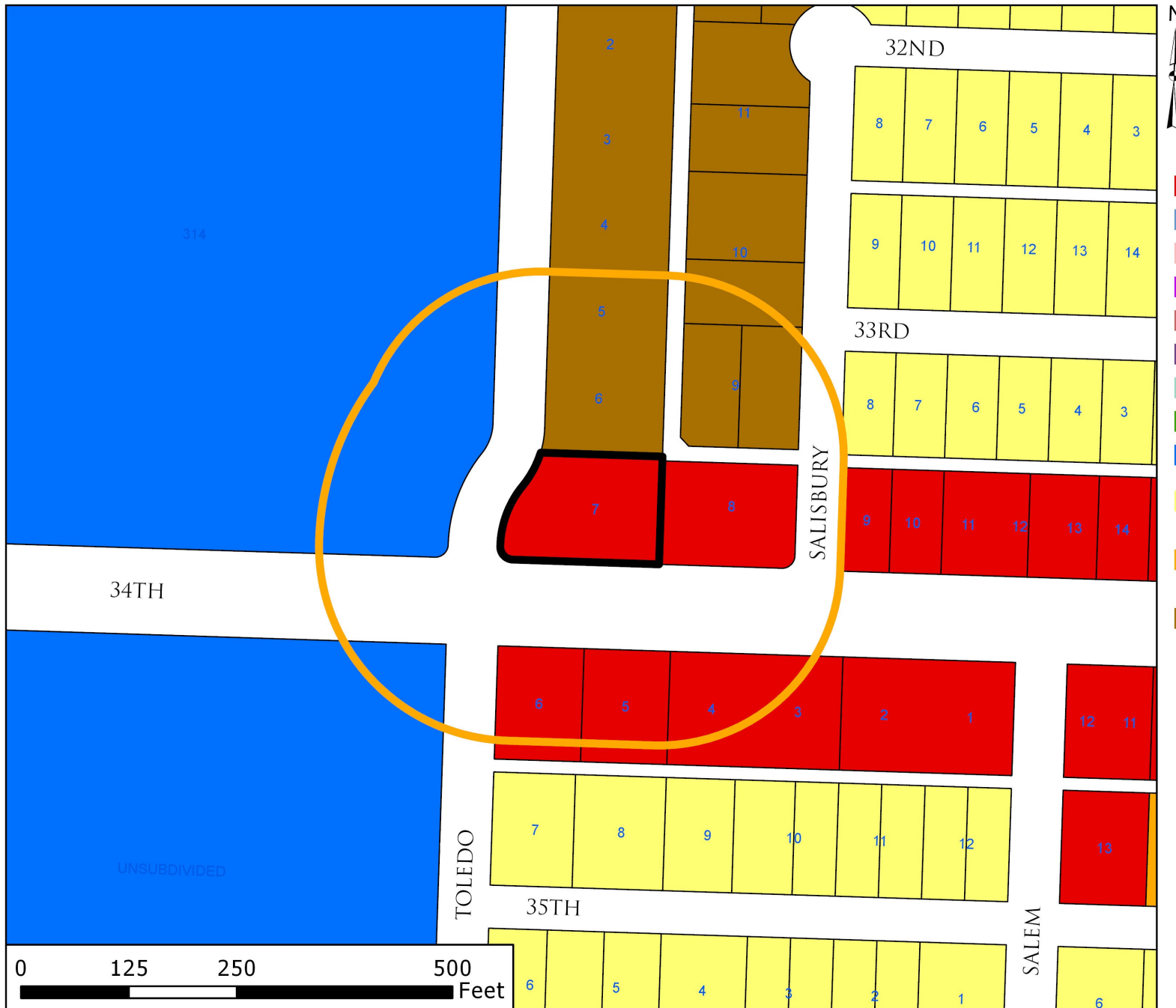


Case Number 1617-A Current Zoning

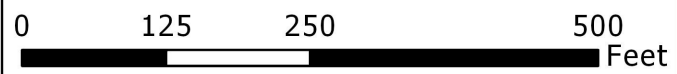


- | | |
|------|---------------|
| A-1 | CB-6 |
| A-2 | GO |
| A-3 | IDP |
| AM | IHC |
| C-1 | IHI |
| C-2 | M-1 |
| C-2A | M-2 |
| C-3 | R-1 |
| C-4 | R-2 |
| CA | R-3 |
| CB-1 | T |
| CB-2 | DH |
| CB-3 | SP USE |
| CB-4 | Proposed Case |
| CB-5 | |

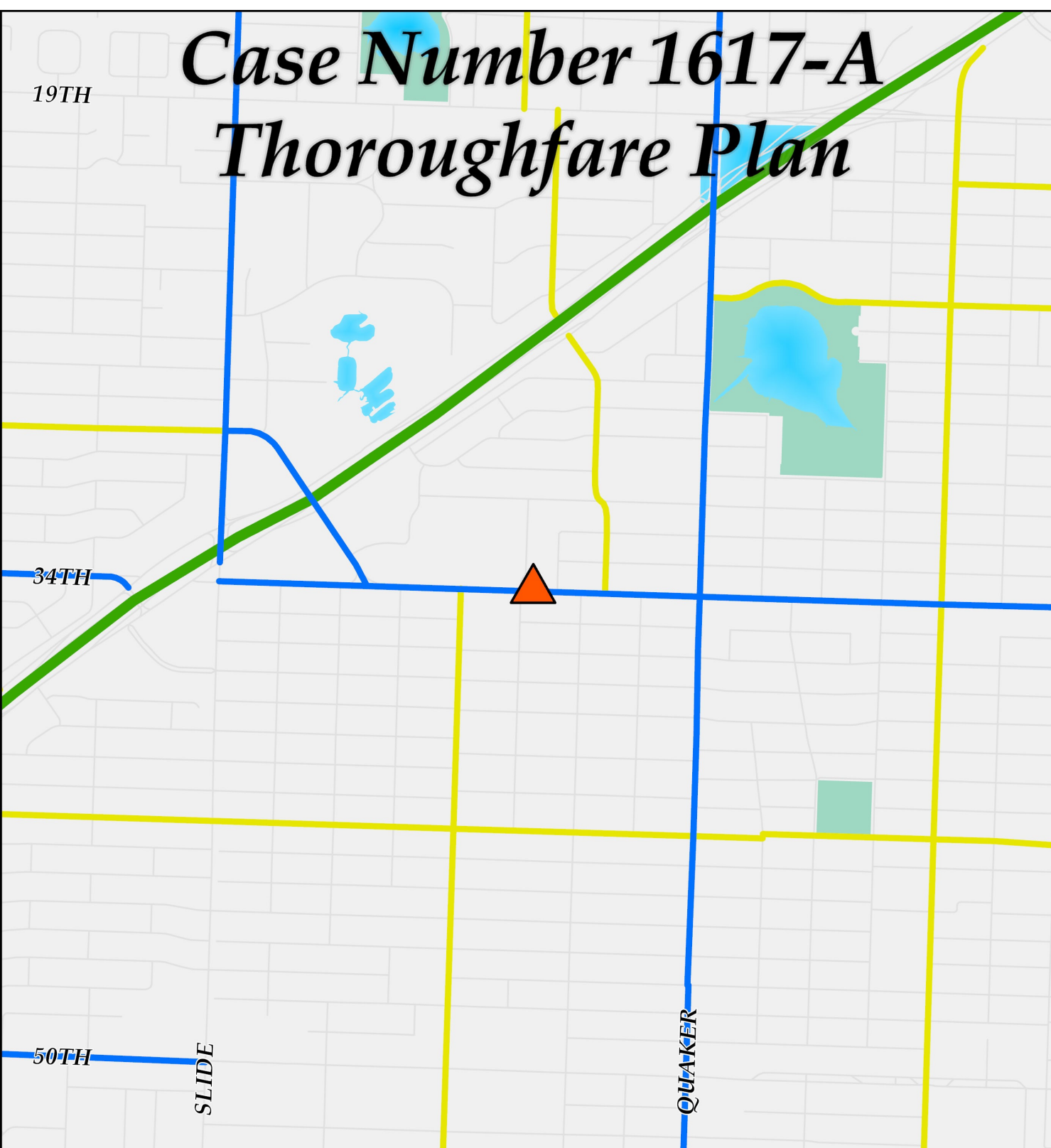
Case Number 1617-A Future Land Use Plan



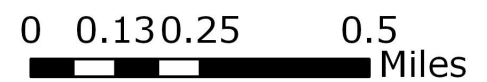
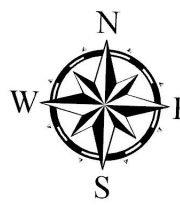
- Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Case Number 1617-A Thoroughfare Plan



- Thoroughfare Plan
- Minor Arterial (Modified)
 - Partial
 - Future
 - Minor Arterial
 - Completed
 - Partial
 - Future
 - Freeway
 - Proposed Outer Loop
 - Completed
 - Partial
 - Collector
 - Completed
 - Partial
 - Future





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Bill Bauman, agent for Eco-Site
2300 Springmere Dr
Arlington, TX 76012
(817.) 271-0022 billbauman@me.com

For Tim Reed owner
8901 US 87 Space 31
Lubbock, TX 79410
(806) 441-0020

Location or Address: 4646 34th Street
Legal Description: * POUNDS S125'OF L (R715000-00000-00070-0007)
Existing Land Use: Ace Cash Express Existing Zoning:
Acres or Square Footage of Property:
Zoning Requested: SUP to allow for a monopole telecommunications tower 95-ft

Proposed Development: Erect a 95-ft monopole tower with accommodation of up to three providers

If property is not subdivided, will preliminary plat be submitted? N/A
Applicant's Signature [Signature] Date 12/31/18

Filing Fee: \$475.00 first acre; \$3.00 for each additional acre; \$165 for Non-Profit
\$475.00

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 1617-A Agenda No.:
Request for zoning change from: C2 To: C2 SU

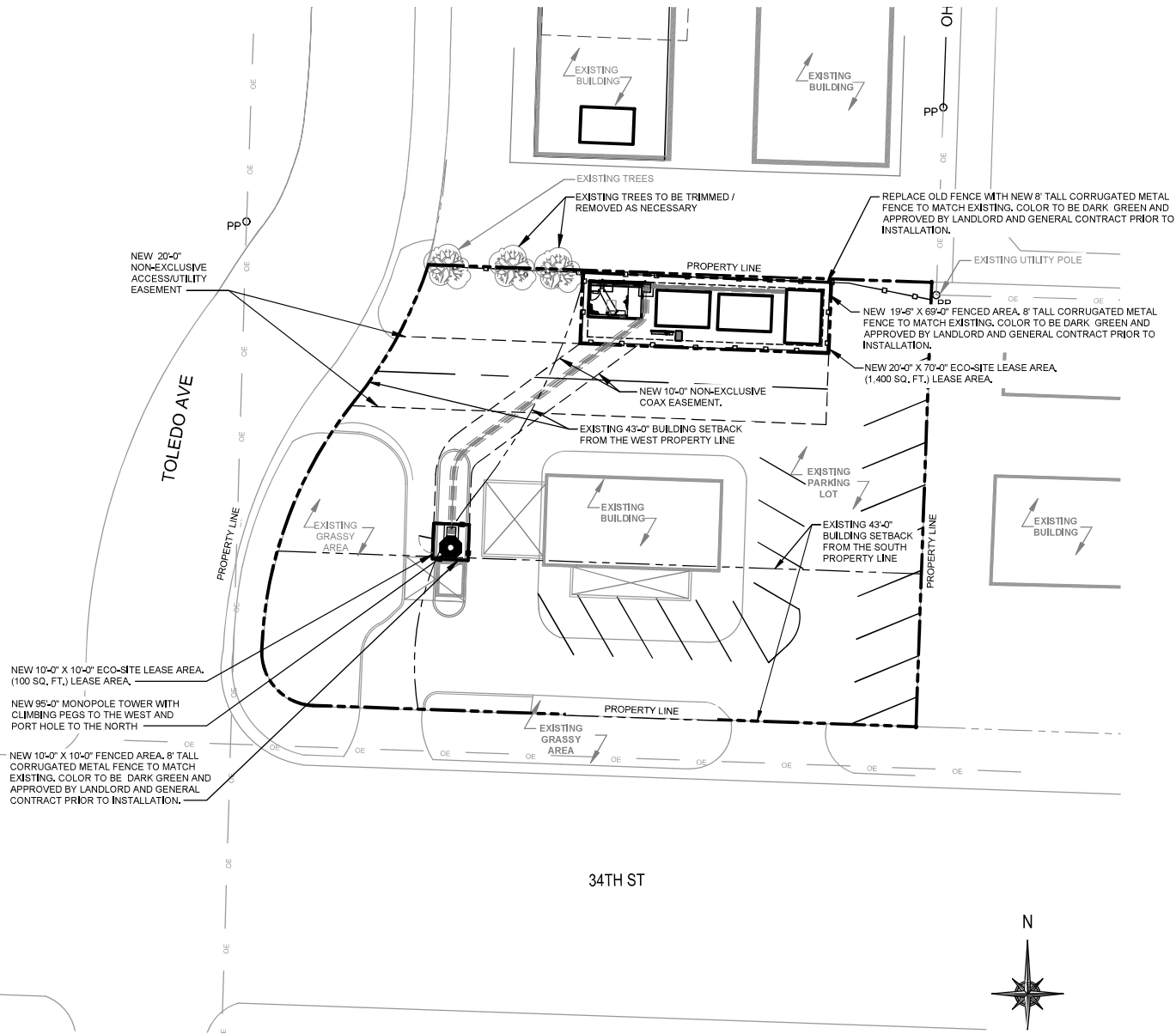
on Lot(s): S 125' of 7 Block(s):
Subdivision: Pounds Address: 4646 34th St

IMPORTANT SITE NOTES:

1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE A PRE-CON WALK WITH THE PROJECT MANAGER.
2. CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY T-MOBILE AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.

SURVEY NOTE:

1. ECO-SITE STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. NEW COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY CLAUSEN LAND SURVEYING LLC



OVERALL SITE PLAN

1" = 120'-0"

1

REVISIONS			
REV.	ISSUED FOR	DATE	BY
1	ZONING DRAWINGS	12/1/18	CSM

PLOT SCALE: 1:1 @ 11" x 17"

AQUATIC \ DESIGN & PROGRAM MANAGEMENT
 CIVIL \ TELECOMMUNICATION \ MECHANICAL
 PLUMBING \ ELECTRICAL \ LAND SURVEYING
 ACCESSIBILITY \ CONSULTING \ STRUCTURAL

CHECK: AG
 DRAWN: CSM
 JOB: T1801837

Z-1
 OVERALL SITE PLAN

Eco-Site
 240 LEICH FARM ROAD, SUITE 415
 DURHAM, NC 27707

WT GROUP
 Engineering with Precision, Passion and Persistence.
 6228 N. Raleigh Road, Suite 305
 Raleigh, NC 27614
 Tel: 771.232.0294
 www.wtgroup.com
 The Eco-Site Group is an Equal Opportunity Employer.

WT Group
 Engineering, Design & Consulting

TX-0268 / 34th STREET
 T-MOBILE: DA03811D
 4646 3th STREET
 LUBBOCK, TX 79410

GENERAL NOTES:

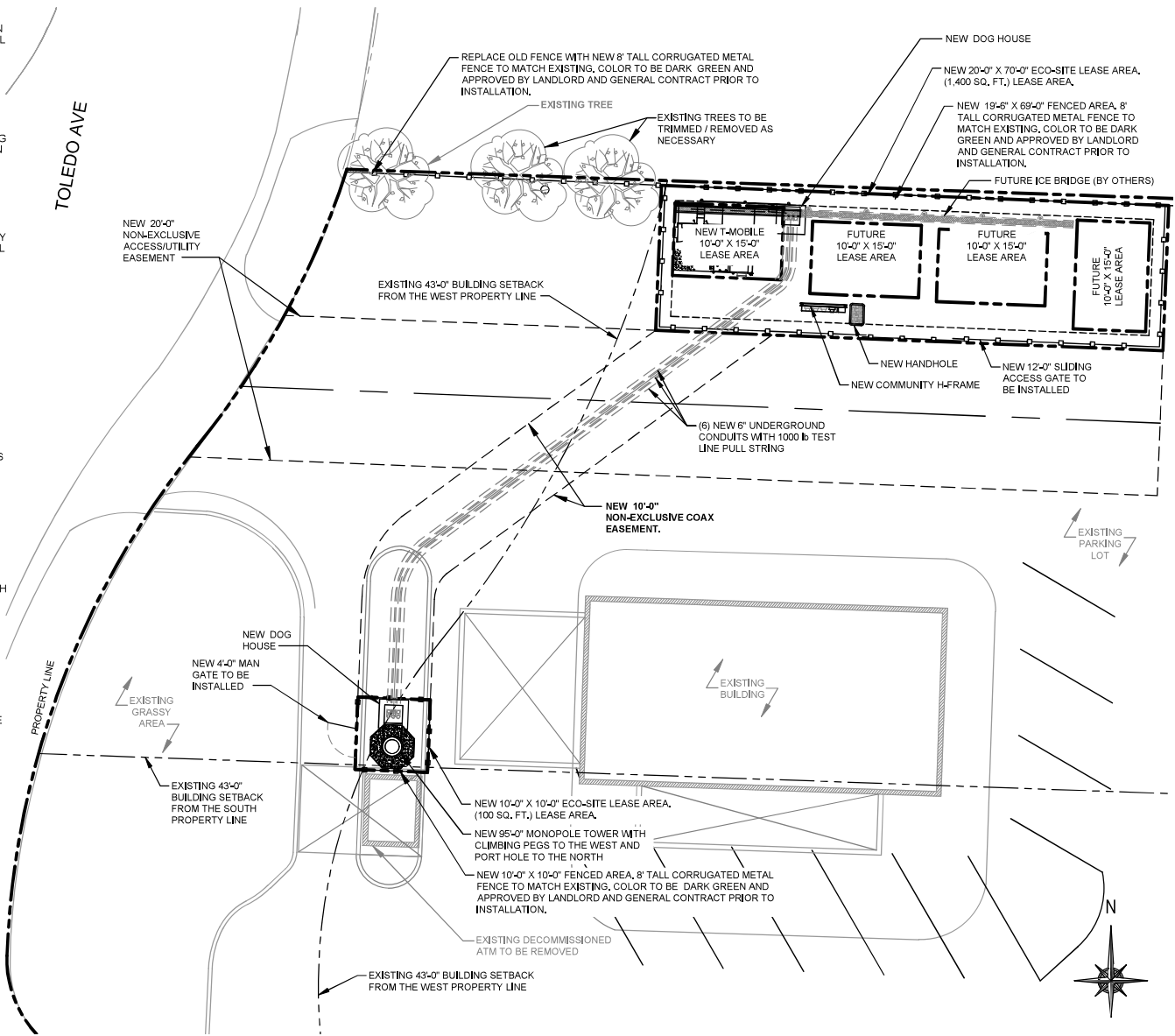
- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ECO-SITE CONSTRUCTION MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND ECO-SITE SPECIFICATIONS, THE ECO-SITE CONSTRUCTION MANAGER SHOULD BE CONTACTED FOR CLARIFICATION.
- ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE ECO-SITE CONSTRUCTION MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE CONSTRUCTION MANAGER AND/OR ENGINEER.
- CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- WAVEGUIDE BRIDGE AND PRE-FAB SHELTER ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE PRE-ENGINEERED DRAWINGS FOR SPECIFIC INFORMATION INCLUDING FOOTINGS AND WAVEGUIDE BRIDGE LOCATION.
- ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- THE NEW TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION, CAISSONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE. SEE DESIGN DRAWINGS BY OTHERS. DO NOT SCALE. NOTIFY ENGINEER OR ECO-SITE CONSTRUCTION MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS FROM ECO-SITE CONSTRUCTION MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "STATE 811" 48 NUMBER OF HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (713)-432-0365. ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE STYME LOCK OR EQUIVALENT AS APPROVED BY ECO-SITE CONSTRUCTION MANAGER.

SURVEY NOTE:

- ECO-SITE STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- NEW COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY CLAUSEN LAND SURVEYING LLC.

COAX NOTE:


- ROUTE COAX UP TOWER PER TOWER DESIGN DRAWING DRAWING BY TOWER OWNER




ENLARGED SITE PLAN

SCALE: 1" = 15'-0"

1



240 LEICH FARM ROAD, SUITE 415
DURHAM, NC 27707



WT GROUP
Engineering, Design & Consulting

TX-0268 / 34th STREET
T-MOBILE: DA03811D
4646 3th STREET
LUBBOCK, TX 79410

REVISIONS

REV	ISSUED FOR	DATE	BY
1	ZONING DRAWINGS	12/01/18	CSM

PLOT SCALE: 1" @ 11' x 17'

ADJUTANT & DESIGN & PROGRAM MANAGEMENT
CIVIL & TELECOMMUNICATION & MECHANICAL
PLUMBING & ELECTRICAL & LAND SURVEYING
ACCESSIBILITY CONSULTING & STRUCTURAL

CHECK: AG
DRAWN: CSM
JOB: T1801837

Z-2
ENLARGED SITE PLAN

NOTE:
 WT'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE:
 ALL INFORMATION ON THIS PAGE IS PROVIDED BY ECO-SITE AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE ECO-SITE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, MOUNT, AND COAX CABLE INFORMATION.

NOTE:
 CONTRACTOR TO USE PROPER TORQUE WRENCH WHEN INSTALLING AND TIGHTENING CONNECTORS TO INSURE PROPER FIT.

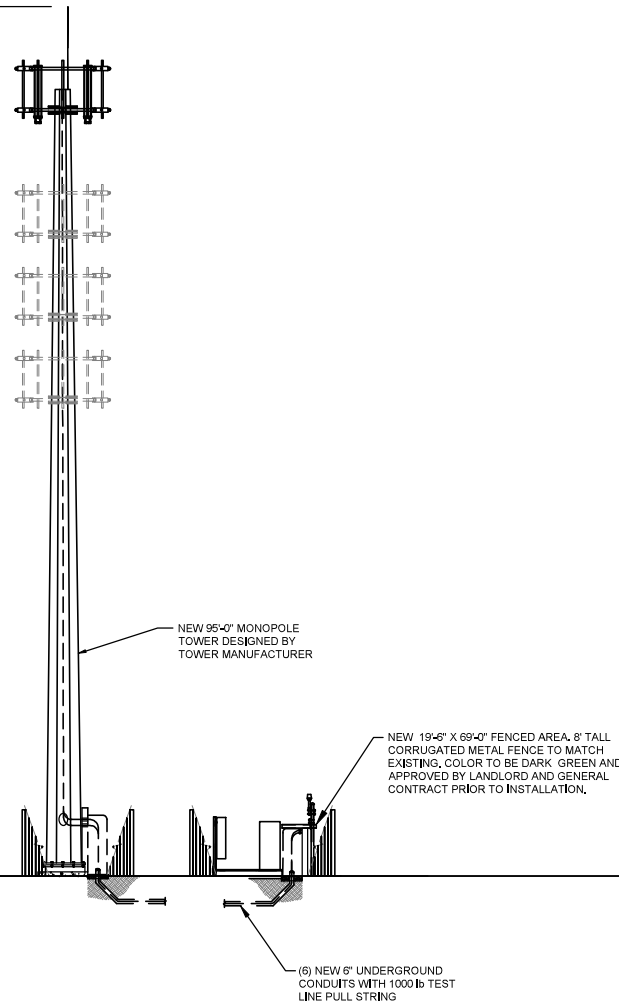
NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION. ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY T-MOBILE AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.

NOTE:
 CONTRACTOR SHALL VERIFY ALL FINAL CONNECTION LOCATIONS WITH T-MOBILE ENGINEER, RF ENGINEER, AND NET-OPS PRIOR TO INSTALLATION.

NOTE:
 CONTRACTOR TO ARRANGE NEW MODULES/EQUIPMENT TO AVOID INTERFERING WITH SAFETY CLIMB.

- TOP OF LIGHTNING ROD
±100'-0" AGL
- TOP OF NEW MONOPOLE
±95'-0" AGL
- NEW T-MOBILE ANTENNA RAD CENTER
±95'-0" AGL
- FUTURE ANTENNA RAD CENTER
±80'-0" AGL
- FUTURE ANTENNA RAD CENTER
±70'-0" AGL
- FUTURE ANTENNA RAD CENTER
±60'-0" AGL

GRADE
0'-0" AGL



NEW 95'-0" MONOPOLE
 TOWER DESIGNED BY
 TOWER MANUFACTURER

NEW 19'-6" X 69'-0" FENCED AREA, 8' TALL
 CORRUGATED METAL FENCE TO MATCH
 EXISTING, COLOR TO BE DARK GREEN AND
 APPROVED BY LANDLORD AND GENERAL
 CONTRACT PRIOR TO INSTALLATION.

(6) NEW 6" UNDERGROUND
 CONDUITS WITH 1000 LB TEST
 LINE PULL STRING

ELEVATION

SCALE: 1" = 15'-0"

1

Eco-Site
 240 LEICH FARM ROAD, SUITE 415
 DURHAM, NC 27707

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REVISIONS			
REV.	ISSUED FOR	DATE	BY
1	ZONING DRAWINGS	12/01/18	CSM

PLOT SCALE: 1" @ 11' x 17'

AGUANTE \ DESIGN & PROGRAM MANAGEMENT
 CIVIL \ TELECOMMUNICATION \ MECHANICAL
 PLUMBING \ ELECTRICAL \ LAND SURVEYING
 ACCESSIBILITY \ CONSULTING \ STRUCTURAL

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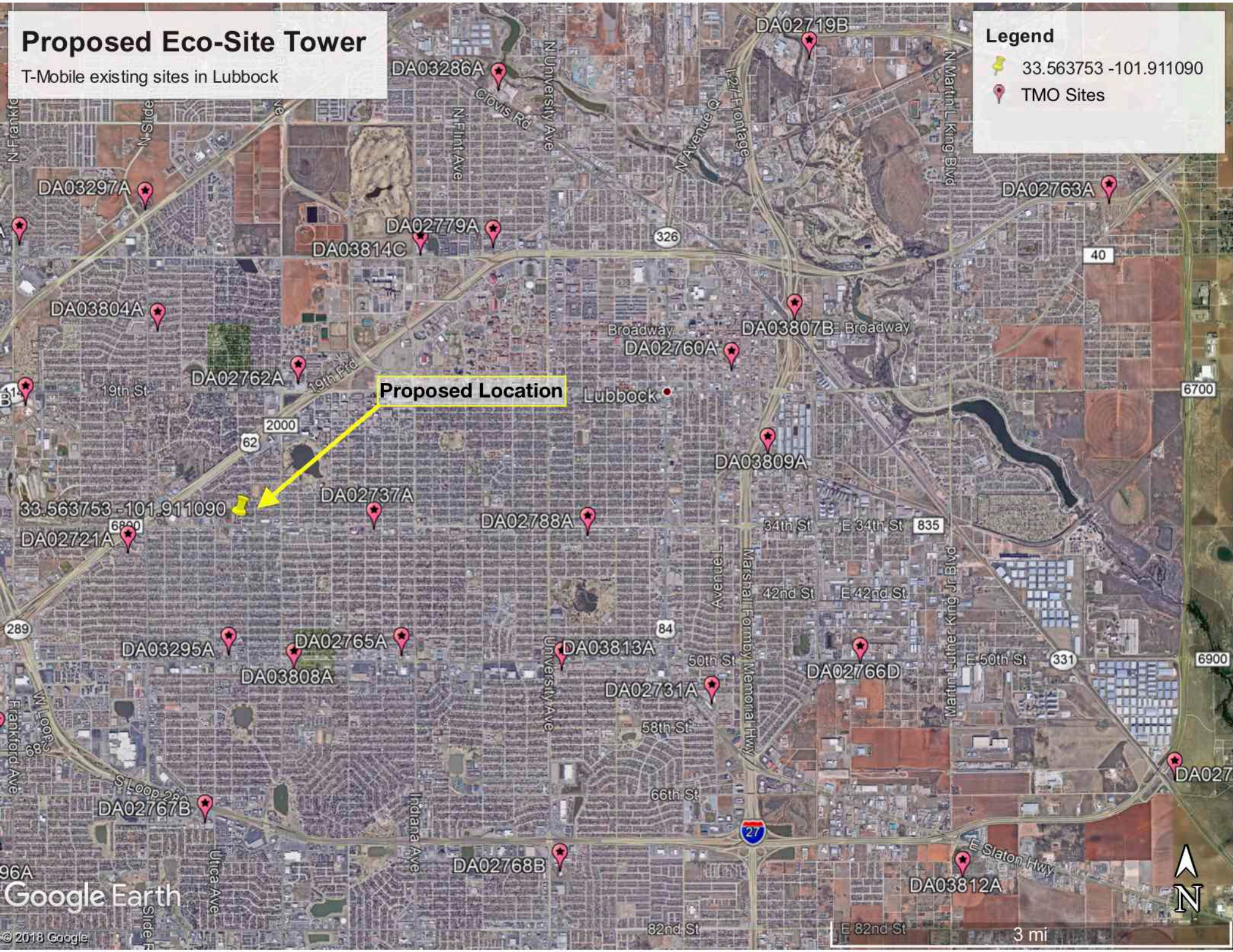
Z-3
 TOWER ELEVATION

Proposed Eco-Site Tower

T-Mobile existing sites in Lubbock

Legend

-  33.563753 -101.911090
-  TMO Sites



Google Earth

© 2018 Google

3 mi



Regular City Council Meeting

8. 2.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-O0026, for Zone Case 2538-F, a request of Ronnie Wallace, for Betenbough Homes, for a zone change to Reduced Setback Single-Family District (R-1A) from Single Family District (R-1) at 3201, 3202, 3210, 3211, 3301, and 3302 Viola Avenue, located on both sides of Viola Avenue, approximately 1,500 feet west of the intersection of Upland Avenue and 34th Street, Wilderland Park Addition, Lots 1 through 6.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on February 7, 2019 and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2538-F Ordinance
2538-F Staff Report
2538-F 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. 2538-F; A ZONING CHANGE FROM R-1 TO R-1A ZONING DISTRICT AT 3201, 3202, 3210, 3211, 3301, AND 3302 VIOLA AVENUE, LOCATED ON BOTH SIDES OF VIOLA AVENUE, APPROXIMATELY 1,500 FEET WEST OF THE INTERSECTION OF UPLAND AVENUE AND 34TH STREET, WILDERLAND PARK ADDITION, LOTS 1 THROUGH 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 to R-1A zoning district at 3201, 3202, 3210, 3211, 3301, and 3302 Viola Avenue, located on both sides of Viola Avenue, approximately 1,500 feet west of the intersection of Upland Avenue and 34th Street, Wilderland Park Addition, Lots 1 through 6, 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



AJ Fawver, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-F
February 7, 2019

ZONE CASE 2538-F

STAFF REPORT

Property Address & Location: 3201, 3202, 3210, 3211, 3301, and 3302 Viola Avenue, 6 residential lots on either side of Viola Avenue north of 34th Street, Approximately 1600 feet west of the northwest corner of Upland Avenue.

Legal Description: Lots 1 through 6, Wilderland Park Addition.

Applicant: Ronnie Wallace, Betenbough Homes, LLC

Property Owner: Betenbough Homes LLC, Storehouse Land Co LLC

Current Zoning: R-1, Single-Family Residential District

Request(s): Rezoning to R-1A, Reduced Setback Single-Family District

Applicable Regulations: Division 3A, Article 40 of the Code of Ordinances

Staff Recommendation(s): APPROVAL of rezoning

Case Manager: Nathan Webb, Planner
 806.775.2108 / NWebb@mylubbock.us

Exhibits:

- A - Locator Map
- B - Aerial Map
- C - Zoning Map
- D - Future Land Use Map
- E - Thoroughfare Plan Map
- F - Signed application
- G - Plat

IMPORTANT DATES:

- Date of Application: December 4, 2018
- Date of Future Hearings: February 25, 2019 & March 12, 2019 City Council meetings (If recommended for approval)

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: January 22, 2019
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): January 22, 2019
- Meeting Agenda, in compliance with Open Meetings Act: Agenda posted a minimum of 72 hours prior to the hearing.

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
3	0	0	0

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

R-1	R-1A
Single-Family Dwellings	Single-Family Dwellings
Front setback 25 feet	Front setback 20 feet
Front cul-de-sac 15 feet	Front cul-de-sac 5 feet
Side corner lot 10 feet	Side corner lot 5 feet

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	R-1	Vacant
North	R-1A	Vacant
East	R-1A	Vacant
South	R-1	Vacant
West	R-1A	Vacant

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- February 26, 1980: Property is platted as lots 1-6 Wilderland Park Addition.
- July 27, 1984, ORD 8660: These properties are annexed into the City of Lubbock.
- October 8, 1985, Zone Case 2538: These properties are zoned R-1.

ITEM SUMMARY:

The applicant is requesting a zone change to R-1A zoning, in order to facilitate a single-family residential subdivision. Zone Case 2538-E, which was approved by City Council on January 22, 2019, also rezoned the adjacent property to the north, east, and west to R-1A, for this purpose.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of the current R-1 zoning is, “...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a ‘quality environment’ for the residents of the district and city.”

The intent of the requested R-1A zoning is, “...to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a ‘quality environment’ for the residents of the district and city.”

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

Viola Avenue has no designation in the City’s 2018 Master Thoroughfare Plan (MTP). 34th Street is designated as a Principal Arterial (Modified) Partial in the MTP. This designation means that 34th Street is intended to be developed to a full 5 lane thoroughfare with expanded pedestrian right-of-way, but is “not fully built to its ultimate configuration” (City of Lubbock 2040 Comprehensive Plan, p. 87). The “Principal Arterial” designation is for “continuous routes whose function is to serve high volume needs of local traffic and regional traffic” (Lubbock 2040 Comprehensive Plan, p. 86). Staff assesses no impact on the adjacent thoroughfare system from granting this request.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning is compatible with the surrounding area, matching with the intended development of the surrounding properties. Staff assesses no negative impact on surrounding property from granting this request.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

This zone change request is suitable according to the Applicable Policy Considerations within the Future Land Use Matrix (City of Lubbock 2040 Comprehensive Plan, p. 64). Having single-family residential houses along Viola Avenue would not contribute to congestion along 34th Street. Single-family residential neighborhoods are assumed to be walkable and compatible adjacent to each other, and proper infrastructure and utilities are required to be accounted for in the platting process.

The Future Land Use Map calls for “low density residential” at this location. This request is consistent with both the principles and map components of the Comprehensive Plan.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The proposal would create infill development of a residential nature in “medium density residential”, and the matrix supports this proposal. Staff assesses that the Future Land Use Compatibility Matrix supports this request.

CONFORMANCE WITH THE ZONING ORDINANCE:

As the intent statements of both the current and the requested zoning districts are identical, Staff assesses that this request is in keeping with the spirit of the City of Lubbock Zoning Ordinance.

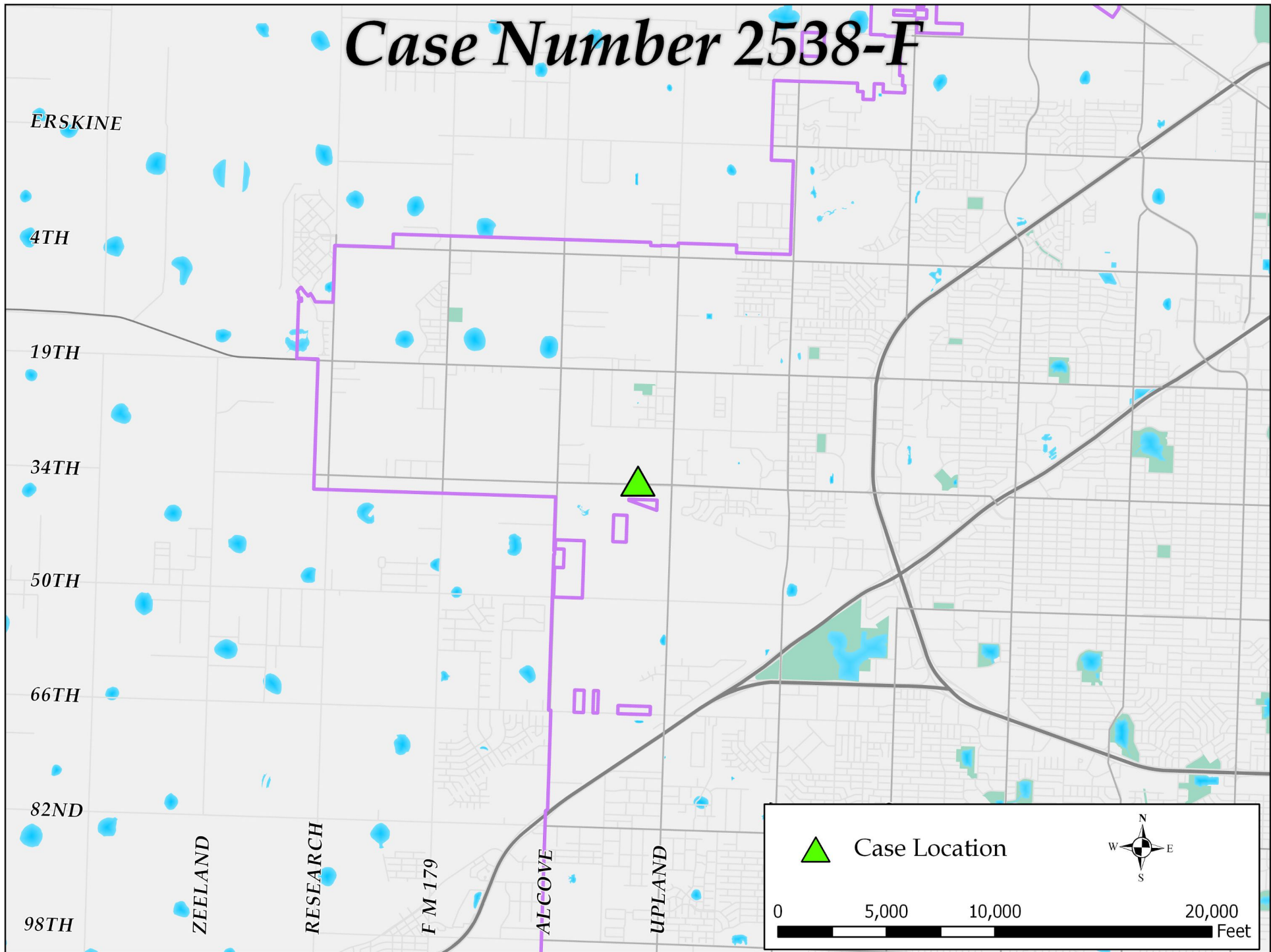
SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

These properties are being re-platted in order to bring them into integration with the area recently rezoned in Zone Case 2538-E. These properties will be re-platted in accordance with City of Lubbock Subdivision Regulations and with the intended single-family residential subdivision in mind. Therefore, the proposal to construct single-family homes is appropriate in this location.

RELATED PLANS & POLICIES:

No other plans and policies are applicable.

Case Number 2538-F



Case Number 2538-F



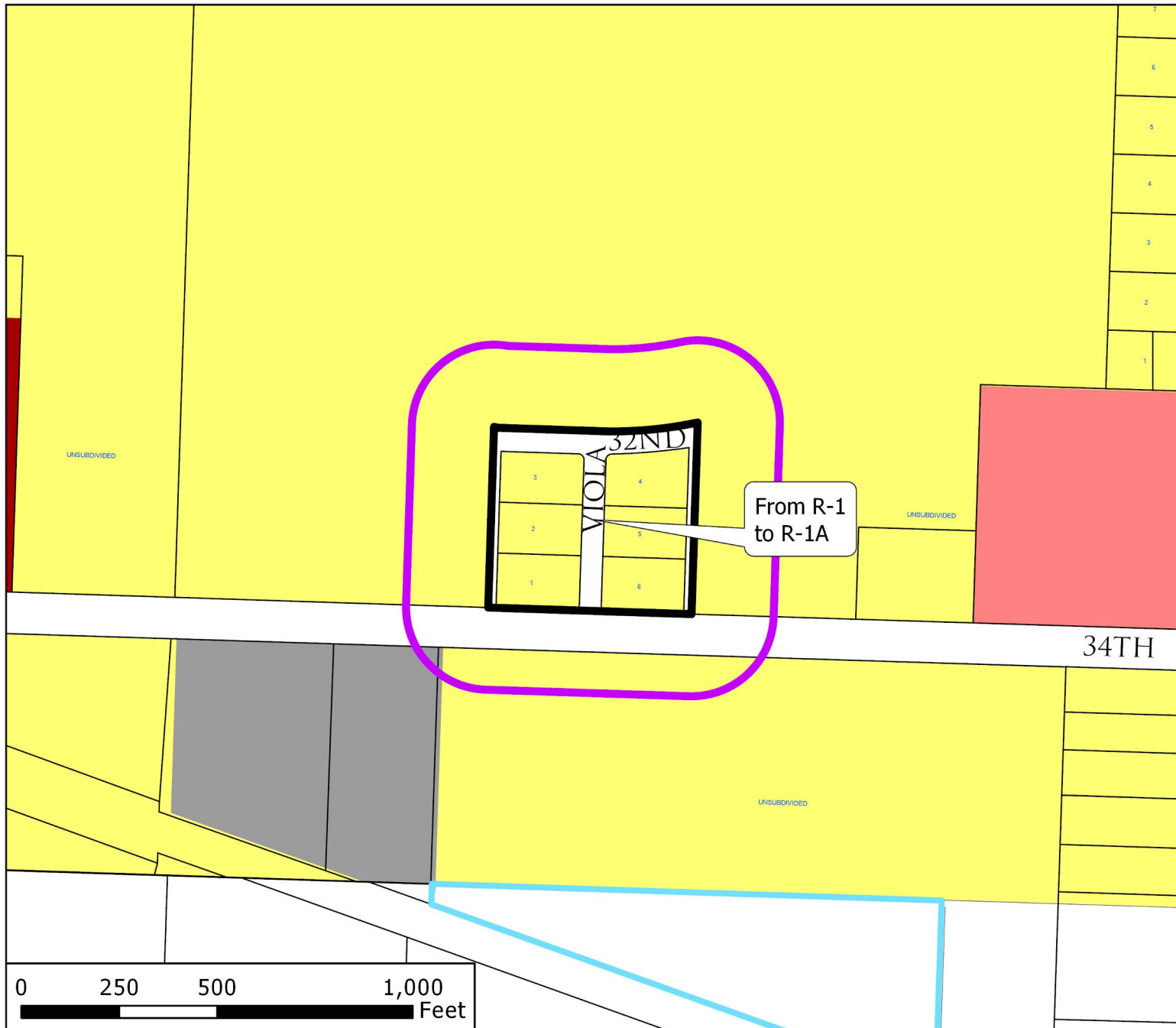
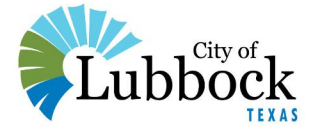
32ND

VIOLA

34TH

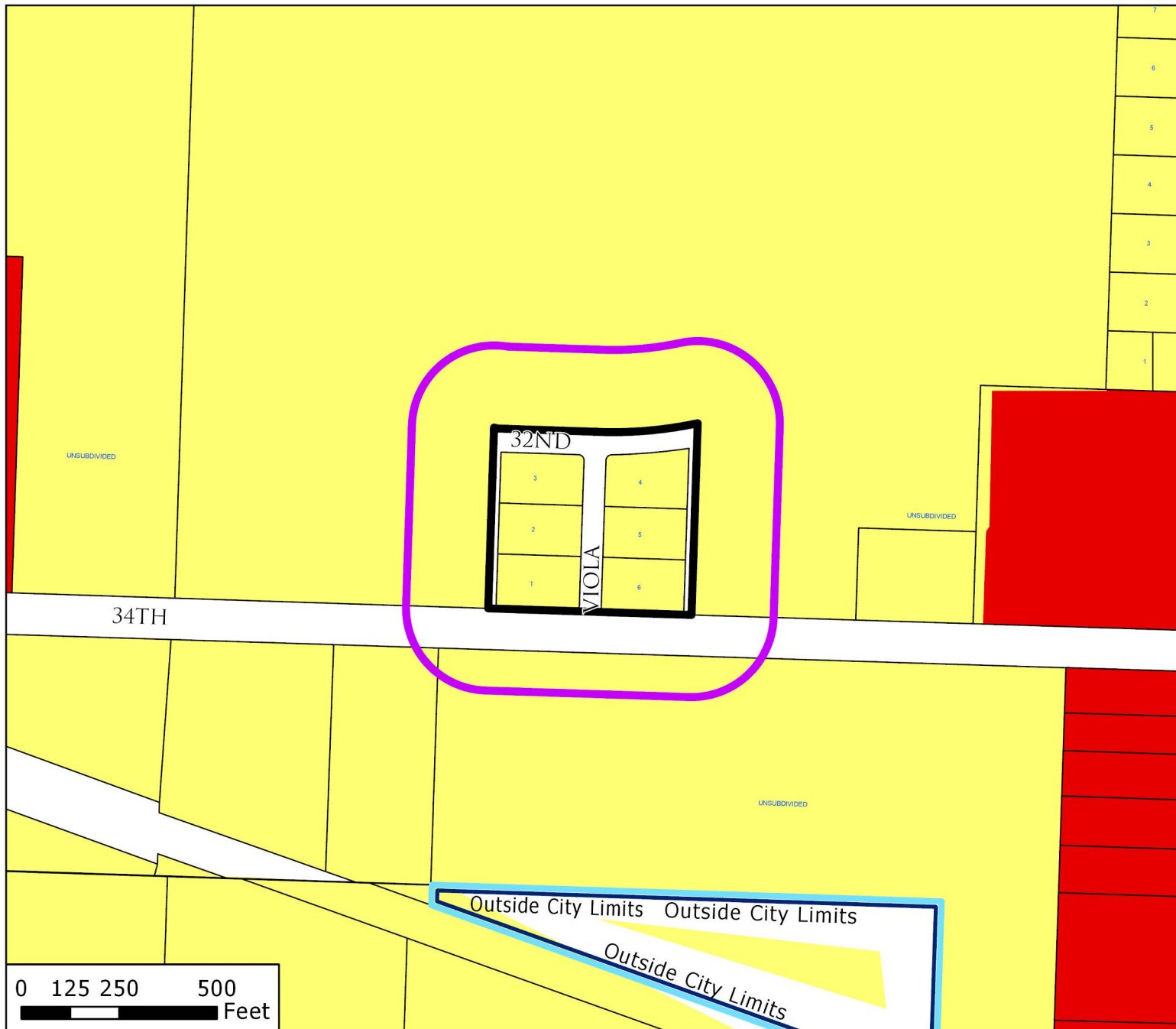


Case Number 2538-F Current Zoning

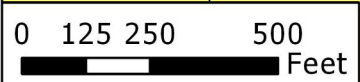


- | | |
|------|---------------|
| A-1 | CB-6 |
| A-2 | GO |
| A-3 | IDP |
| AM | IHC |
| C-1 | IHI |
| C-2 | M-1 |
| C-2A | M-2 |
| C-3 | R-1 |
| C-4 | R-2 |
| CA | R-3 |
| CB-1 | T |
| CB-2 | DH |
| CB-3 | SP USE |
| CB-4 | Proposed Case |
| CB-5 | |

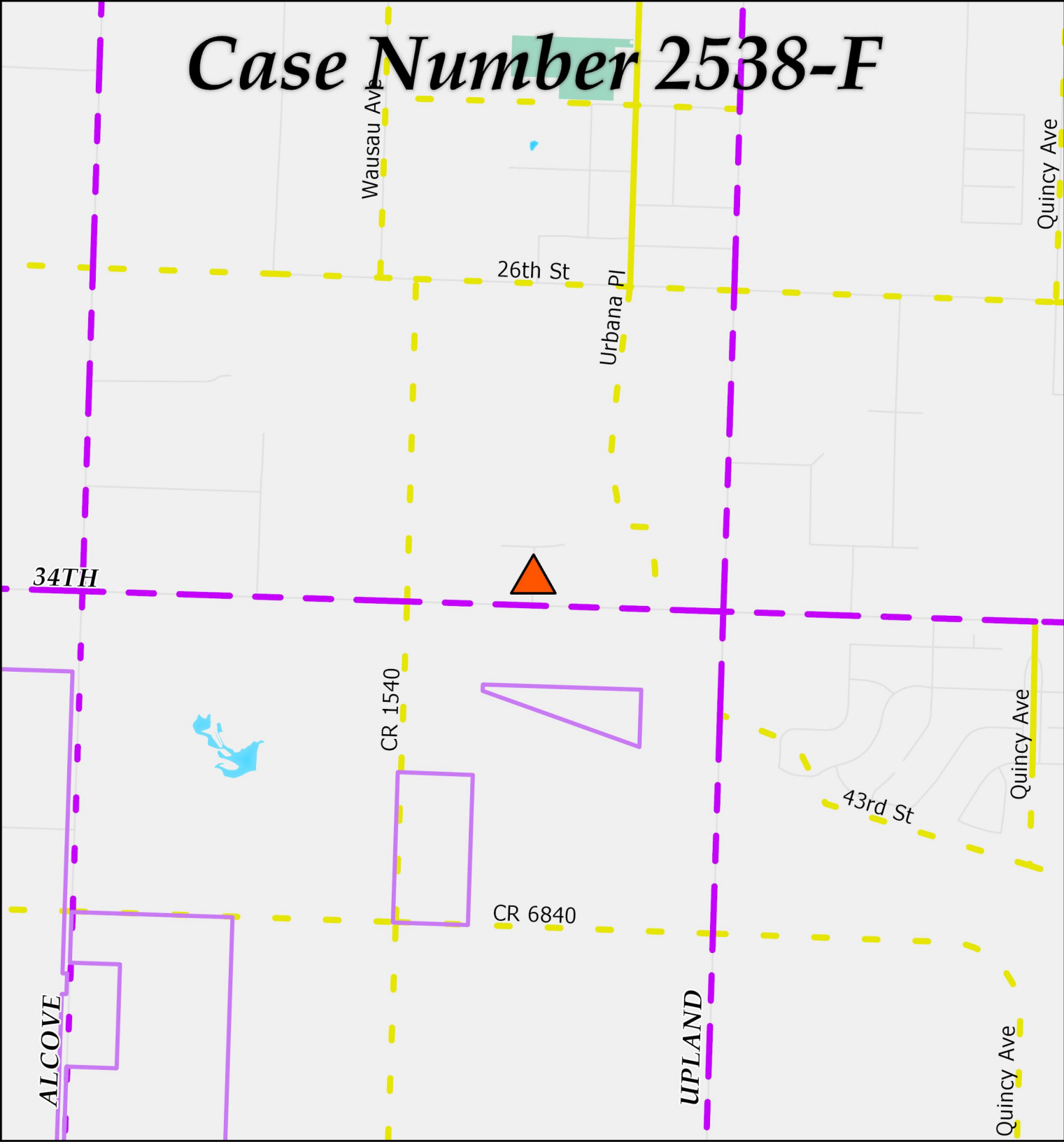
Case Number 2538-F Future Land Use Plan



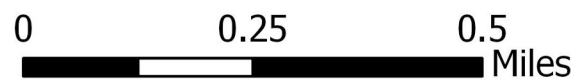
- Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Case Number 2538-F



- Thoroughfare Plan**
- Minor Arterial (Modified)**
 - Partial
 - Future
 - Minor Arterial**
 - Completed
 - Partial
 - Future
 - Freeway**
 - Proposed Outer Loop
 - Completed
 - Partial
 - Collector**
 - Completed
 - Partial
 - Future
 - Principal Arterial**
 - Completed
 - Partial
 - Future





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) RONNIE WALLACE
6305 82ND ST.
LUBBOCK TX 79424
(806) 412-6611

For BETENBOUGH HOMES
6305 82ND ST.
LUBBOCK TX 79424
(806) 412-6611

Location or Address: WILDERLAND PARK PLAT (34TH STREET + VIOLA AVE.)
Legal Description: LOTS 1-6, WILDERLAND PARK, A SUBDIVISION IN SECTION 42, BLOCK AK, LBK C77, TX
Existing Land Use: RA/PA (EMPTY FIELD) Existing Zoning: R1E
Acreage or Square Footage of Property: 6.137 ACRES
Zoning Requested: R1A (RESIDENTIAL)

Proposed Development: UPLAND CROSSING

If property is not subdivided, will preliminary plat be submitted?
Applicant's Signature [Signature]

Yes X (Pre-Plat for Upland Crossing) No
1/4/18 Date

Filing Fee: PAID ON 12/19/18 per Juan Gonzalez
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 2538-F
Request for zoning change from: R-1

Agenda No.:
To: R-1A

on Lot(s): 1-6 Block(s): AK
Subdivision: Unplatted Wilderland Park Address: 3202, 3210, 3302, 3301
3215, 3201 Viola Ave

SKETCH OF
LOTS 1 THRU 6, WILDERLAND PARK
A SUBDIVISION IN SECTION 42, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(ACCORDING TO THE MAP, PLAT AND/OR DEDICATION
 DEED THEREOF RECORDED IN VOLUME 1679, PAGE 157 OF
 THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS)

ZONE CHANGE REQUEST

LEGEND:

SCALE: 1" = 150'

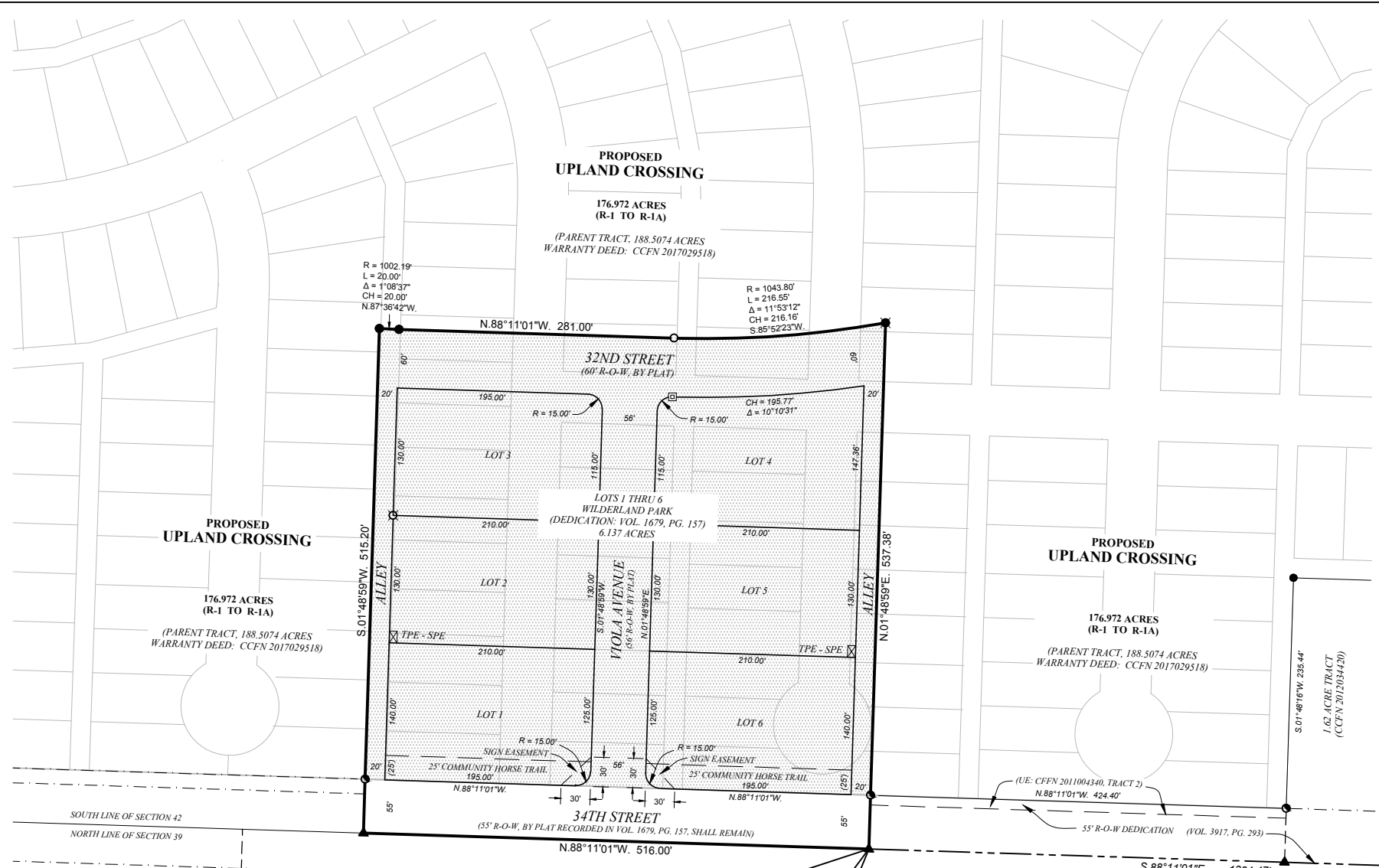
25' 150'

0' 75' 300'

HEAVY LINES INDICATE LIMITS OF SURVEY.

- ◆ = FOUND SPINDLE (PMRD).
- = FOUND 1/2" IRON ROD (CM).
- = FOUND 1/2" IRON ROD (PMRD).
- ⊙ = FOUND 1/2" IRON PIPE (PMRD).
- ▲ = FOUND RAILROAD SPIKE (PMRD).
- ⊞ = FOUND 1/2" IRON SQUARE TUBE (PMRD).
- = FOUND NAIL WITH WASHER "H.R. & ASSOCS." (PMRD).
- ⊙ = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS." (CM).
- = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS" (PMRD).
- = SET 1/2" IRON ROD WITH CAP "STEVENS RPLS 4339".
- CM = CONTROL MONUMENT.
- PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
- CCFN = COUNTY CLERK'S FILE NUMBER.
- P&D = PLAT AND DEDICATION NUMBER.
- PREV. DED. = PREVIOUSLY DEDICATED.
- R-O-W = RIGHT - OF - WAY.
- S&E = SAVE AND EXCEPT.
- SPE = SOUTH PLAINS ELECTRIC CO-OP.
- TPE = 4'x6' TRANSFORMER PAD EASEMENT.
- UE = UTILITY EASEMENT.

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
 COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE.
 CONVERGENCE ANGLE TO TRUE NORTH BEARINGS IS -01°54'07".
 DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.



SECTION 39 BLOCK AK

NOTE:
 PREVIOUSLY DEDICATED PLAT: LOTS 1 THRU 6, WILDERLAND PARK RECORDED IN
 VOL. 1679, PG. 157 ALONG WITH PLATTED STREET AND ALLEY RIGHT-OF-WAYS
 ARE TO BE VACATED, CLOSED AND ABANDONED AS INDICATED BY SHADED AREA
 AND WILL NOT APPEAR ON THE FINAL PLAT. THE 34TH STREET 55' RIGHT-OF-WAY
 DEDICATED BY SAID PLAT SHALL REMAIN.

SOUTH EAST CORNER OF
 SECTION 42, BLOCK AK
 NORTHING: 7,269,186.92
 EASTING: 910,332.89

SHEET 2 OF 2
 DESCRIPTION ATTACHED AS SHEET 1.

STEVENS SURVEYING
 CO., LLC. ††

6310 GENOA AVE. SUITE A
 LUBBOCK, TX 79424
 806-687-1569 TEXAS FIRM NO. 10087500



Regular City Council Meeting

8. 3.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-00027, for Zone Case 3274-D, a request of Ronnie Wallace, for Betenbough Homes, for a zone change to Single Family Residential (R-1) from Garden Office (GO) at 2319 138th Street and 2335 138th Street, located on the south side of 138th Street, approximately 250 feet east of University Avenue, Bell Farms Lubbock South Office Addition, Tracts B and C.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on February 7, 2019 and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3274-D Ordinance
3274-D Staff Report
3274-D Supporting 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. 3274-D; A ZONING CHANGE FROM GO TO R-1 ZONING DISTRICT AT 2319 138TH STREET AND 2335 138TH STREET, LOCATED ON THE SOUTH SIDE OF 138TH STREET, APPROXIMATELY 250 FEET EAST OF UNIVERSITY AVENUE, BELL FARMS LUBBOCK SOUTH OFFICE ADDITION, TRACTS B AND 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. 3274-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **R-1** zoning district at **2319 138th Street and 2335 138th Street, located on the south side of 138th Street, approximately 250 feet east of University Avenue, Bell Farms Lubbock South Office Addition, Tracts B and 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



AJ Fawver, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ZONE CASE 3274-D

STAFF REPORT

Property Address & Location: 2335 & 2319 138th Street, on 1.5 acres of two lots, east of University Road and south of 138th Street.

Legal Description: 1.5 acres of the Bell Farms Addition's Tracts B & C.

Applicant: Ronnie Wallace, Betenbough Homes LLC

Property Owner: Betenbough Homes, LLC

Current Zoning: GO, Garden Office

Request(s): Rezoning to Single Family Residential (R-1)

Applicable Regulations: Division 9, Article 40 of the Code of Ordinances

Staff Recommendation(s): APPROVAL

Case Manager: Eric Myers, Planner
 806.775.2108 / EMyers@mylubbock.us

Exhibits:

- A - Aerial Map
- B - Zoning Map
- C - Future Land Use Map
- D - Thoroughfare Plan Map
- E - Notification Responses Content Summary

IMPORTANT DATES:

- Date of Application: December 4, 2018
- Date of Future Hearings: February 25, 2019 and March 12, 2019 City Council meetings (if recommended for approval).

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: January 22, 2019
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): January 22, 2019
- Meeting Agenda, in compliance with Open Meetings Act: Agenda posted a minimum of 72 hours prior to the meeting.

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
2	0	0	0

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - water and sewer appear to be available.
- Public Works - no comments.
- Building Safety - no comments at this time.
- Fire Marshal - will need to review hydrant access.
- Code Enforcement - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

GO	R-1
Offices, general & professional	Single Family Homes
Oil and gas wells	Public Parks and recreational facilities owned by the City
	Public schools

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	GO	Vacant Land
North	R-1 & C-2	Vacant Land
East	R-1	Vacant Land
South		Outside city limits
West	C-2	Betenbough model home

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

Options for Action - Specific Use:

- Approval
- Approval, with conditions
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- July 22, 2015, Annexation: Both properties were brought into the city as a Transitional District.
- February 10, 2016, 3274: Zoned these parcels to Garden Office (GO).
- April 4, 2018, 3274-A: Withdrawn prior to PZC

ITEM SUMMARY:

The applicant is requesting a zone change to R-1 zoning, for a proposed park and an existing lift station. The applicant has also submitted an application for a special exception to allow the lift station as a conditional use. That request will be heard by the Zoning Board of Adjustment on February 21, 2019.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of the proposed R-1 zoning is, "...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

University Avenue is designated as a Principal Arterial in the City's Master Thoroughfare Plan (MTP) and 138th is a future Collector. R-1 zoning will not have a negative impact on the thoroughfare system in this area.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The R-1 zoning district is appropriate adjacent to other residential and low intensity uses, so the request is appropriate in this location.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The request is in conformance with the core ideas in the Comprehensive Plan, including the recommendation for Vibrant Neighborhoods and Housing Variety (City of Lubbock 2040 Comprehensive Plan, p. 40). The development will "protect and strengthen an existing neighborhood" and fulfill the section's infill development goals if they "develop specific neighborhood maintenance strategies" and provide "design guidelines for infill development" in the developing neighborhood.

A portion of the area requested for R-1 zoning is designated for "Commercial" land uses. While this portion of the request does not conform to the Future Land Use Map, the request is to expand an adjacent land use category (Low Density Residential), so the requested zoning is appropriate in this location.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The proposal would allow Infill/Redevelopment of a residential nature primarily in a "Low Density Residential" designation. As stated before, the western portion of the requested R-1 is within an area designated for "Commercial" land uses; however, the request is appropriate as it will expand an adjacent land use category.

CONFORMANCE WITH THE ZONING ORDINANCE:

The request is in conformance with the Zoning Code of Ordinances, as it will locate additional R-1 zoning adjacent to an already established residential neighborhood to the east.

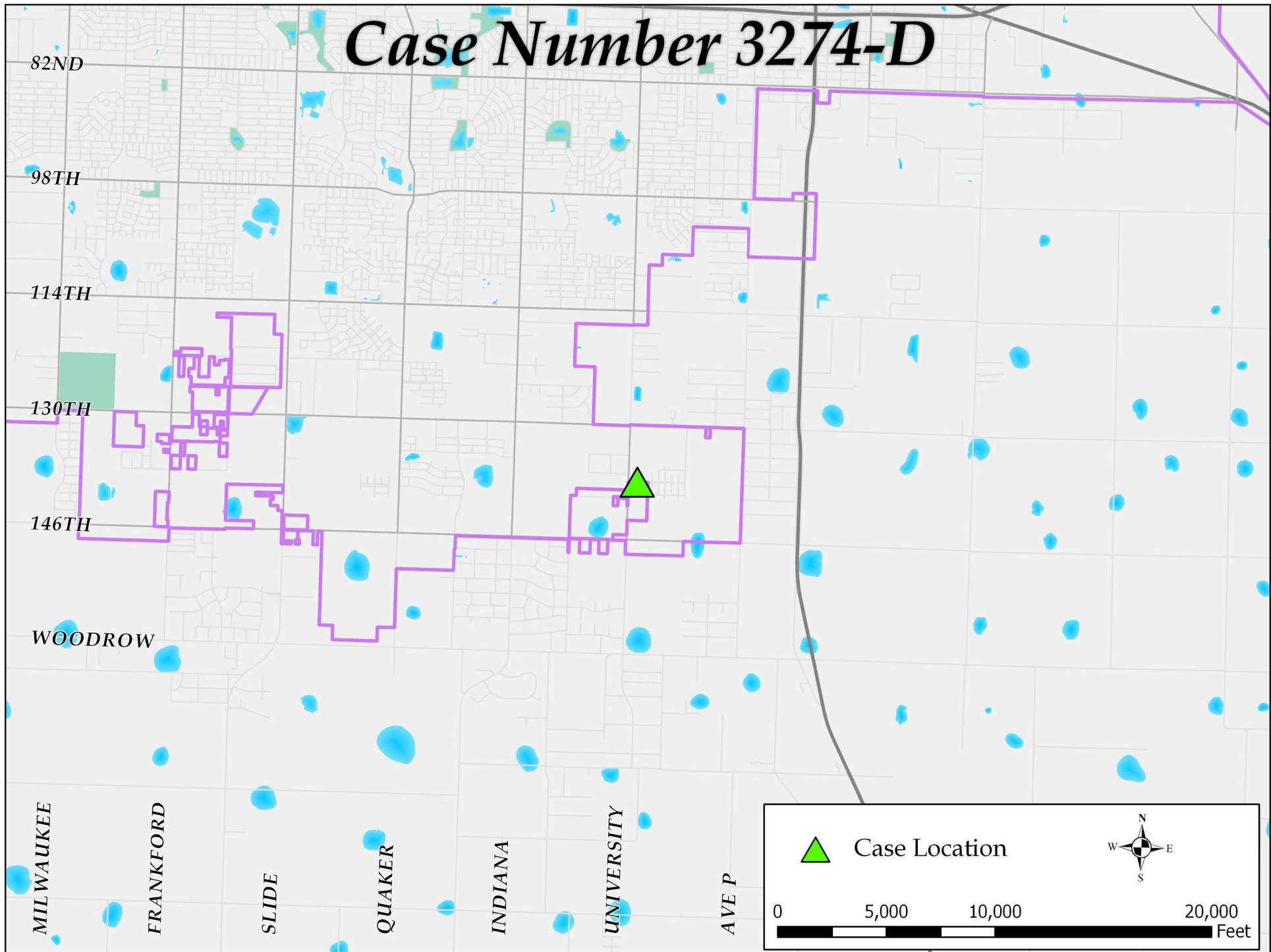
SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

As a vacant lot, the property seems a prime candidate for any of the uses available to the permitted uses of R-1.

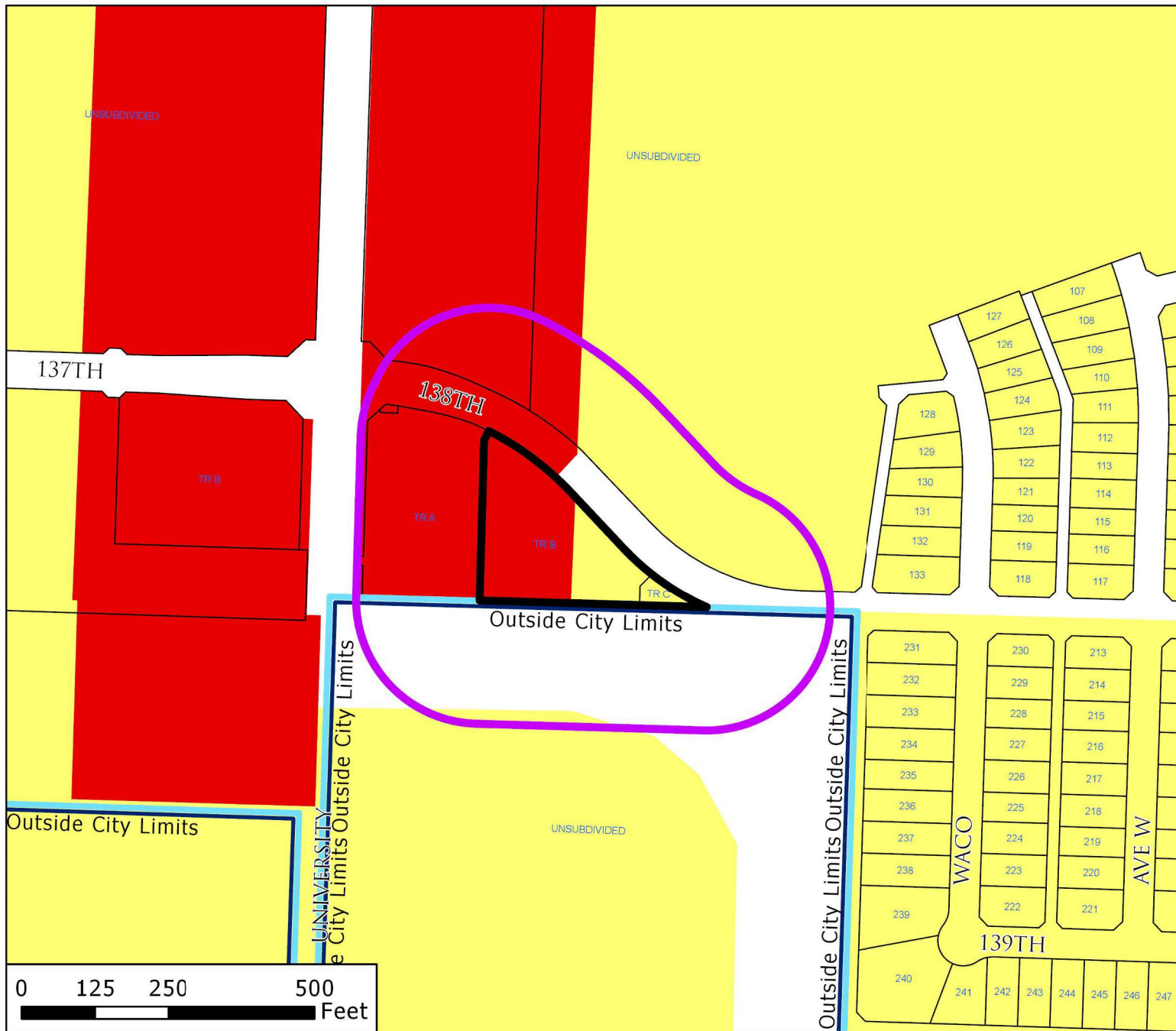
RELATED PLANS & POLICIES:

No other plans or policies are applicable.

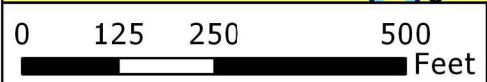
Case Number 3274-D



Case Number 3274-D Future Land Use Plan



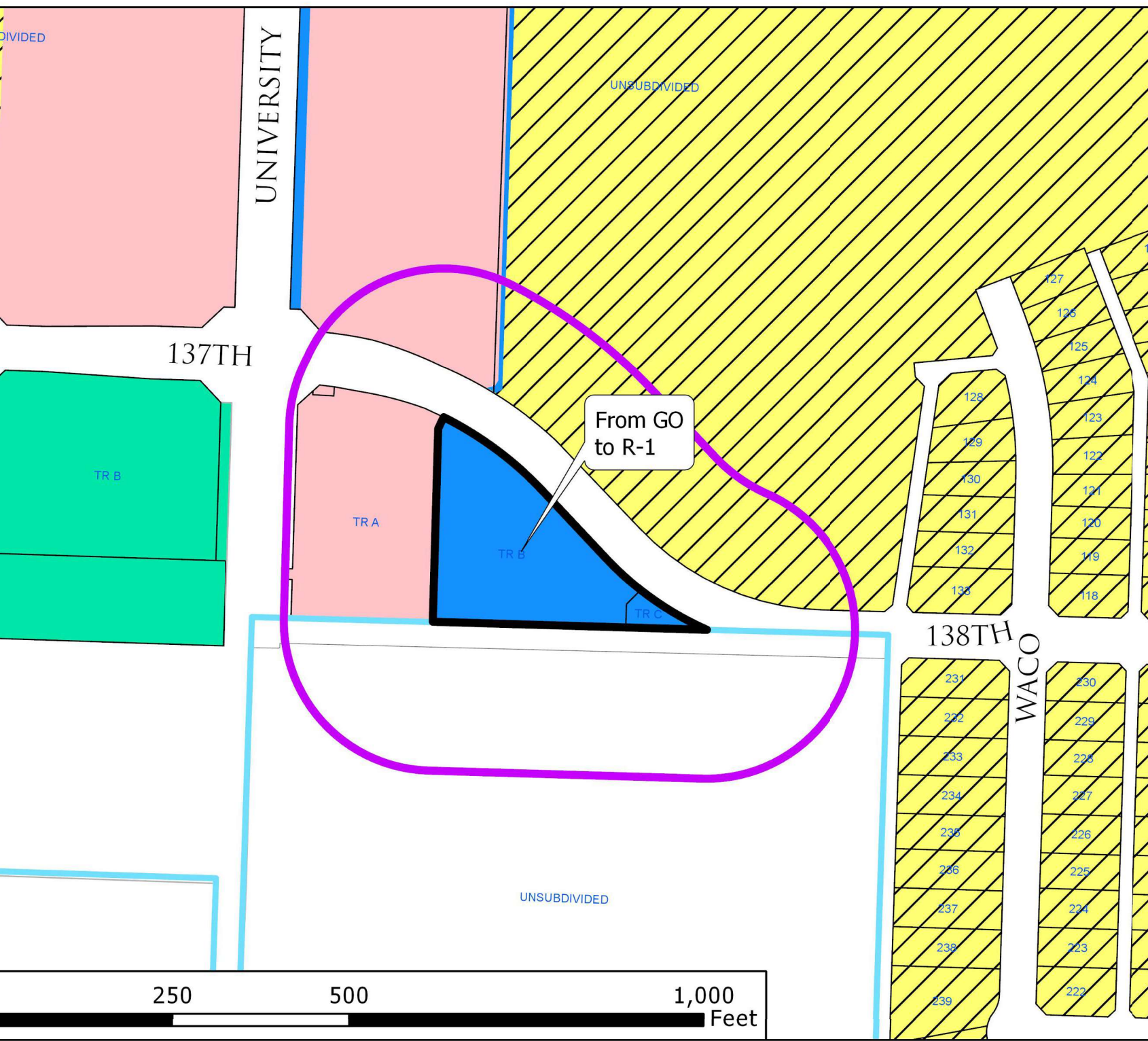
- Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Case Number 3274-D Current Zoning



Date Exported: 1/31/2019 2:24 PM



- | | | | |
|--|------|--|--------------------|
| | A-1 | | CB-6 |
| | A-2 | | GO |
| | A-3 | | IDP |
| | AM | | IHC |
| | C-1 | | IHI |
| | C-2 | | M-1 |
| | C-2A | | M-2 |
| | C-3 | | R-1 |
| | C-4 | | R-2 |
| | CA | | R-3 |
| | CB-1 | | T |
| | CB-2 | | DH |
| | CB-3 | | SP USE |
| | CB-4 | | Proposed Case |
| | CB-5 | | MailableBuffer3274 |



Case Number 3274-D

137TH

138TH

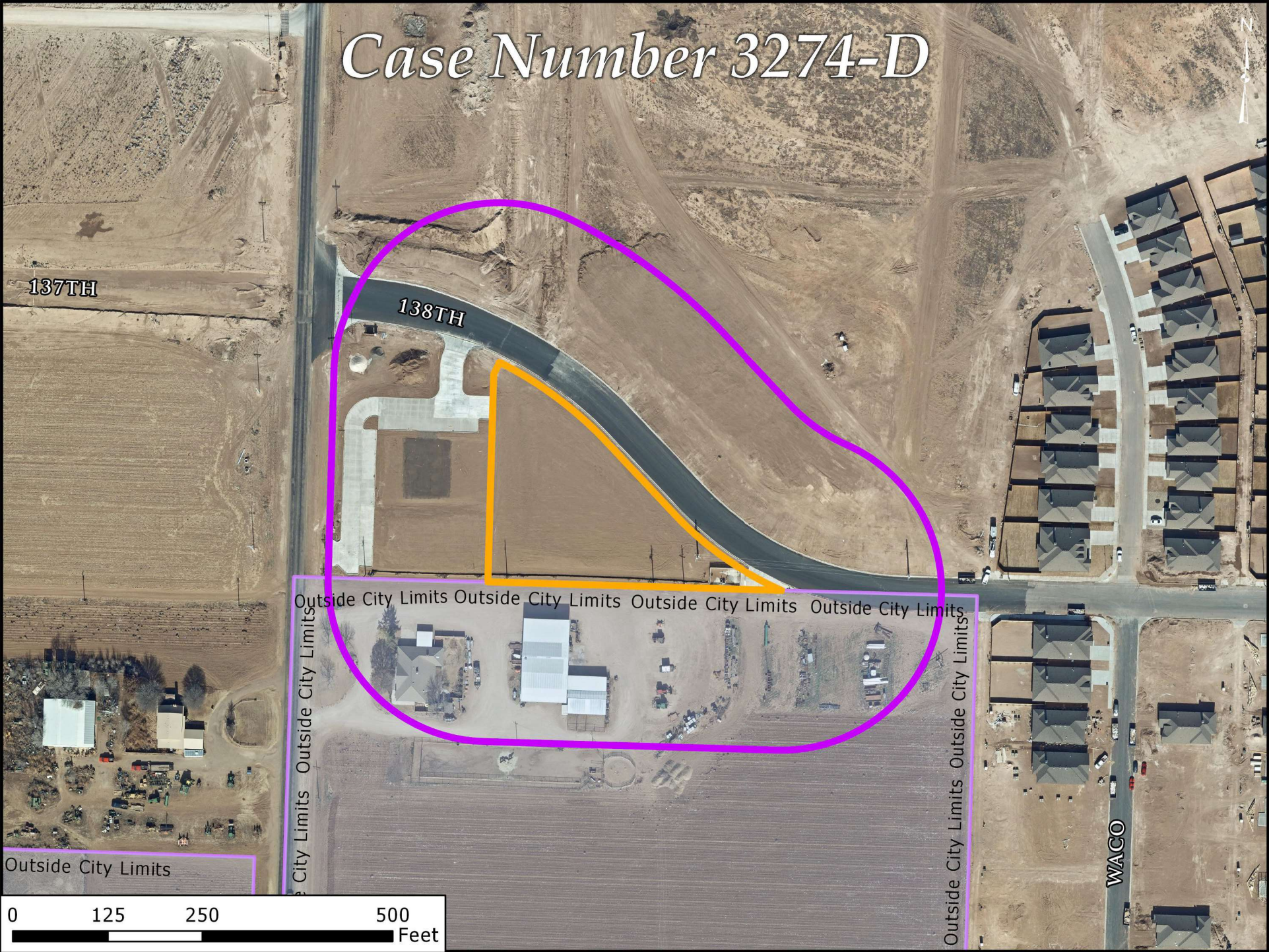
Outside City Limits Outside City Limits Outside City Limits Outside City Limits

Outside City Limits

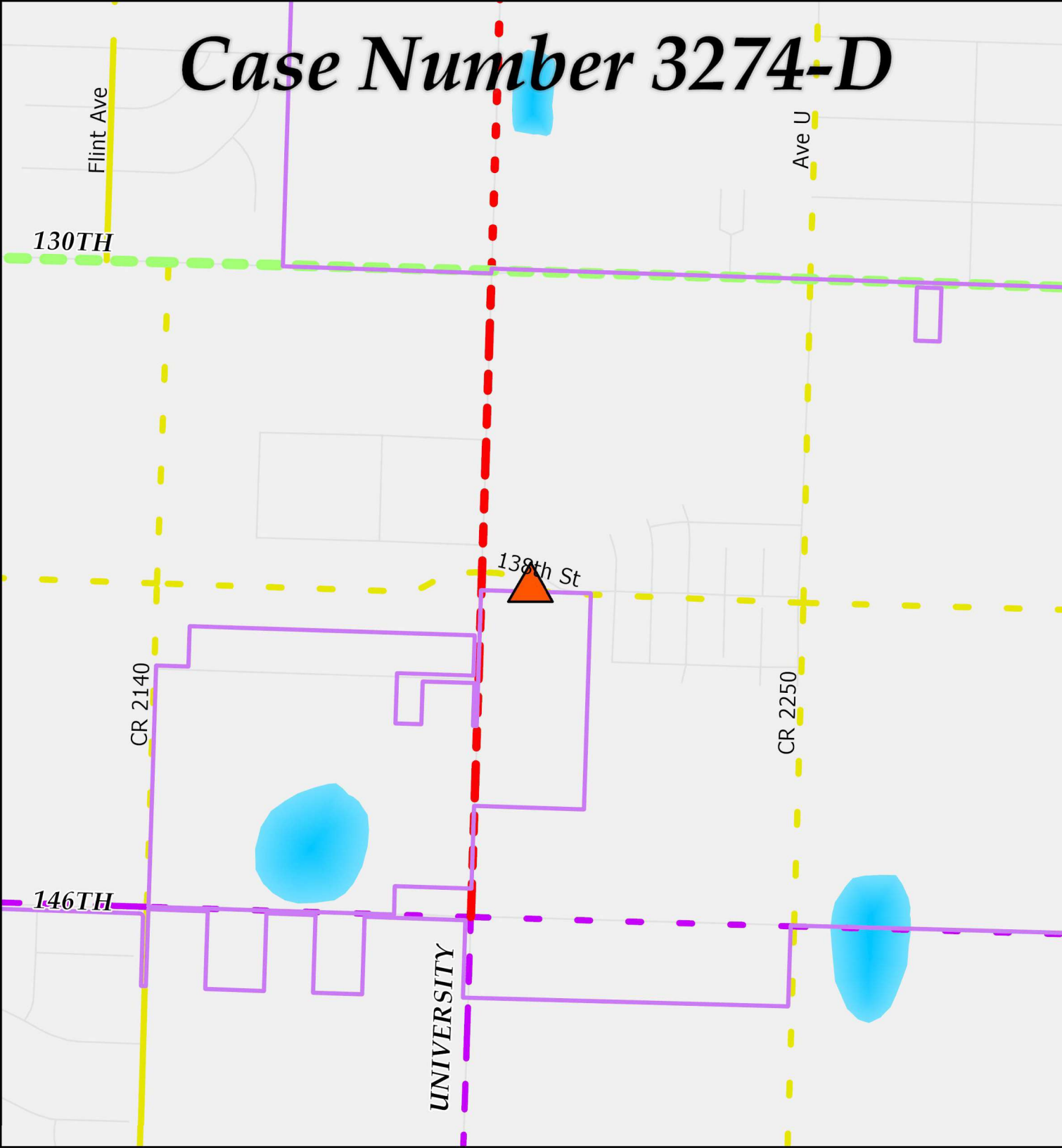
Outside City Limits

Outside City Limits

WACO



Case Number 3274-D



Thoroughfare Plan

Minor Arterial (Modified)

- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Freeway

- Proposed Outer Loop
- Completed
- Partial

Collector

- Completed
- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) RONNIE WALLACE, BETENBOUGH HOMES For
6305 82ND STREET
LUBBOCK TX 79424
(806) 412-6611

Location or Address: 138TH STREET AT BELL FARMS
Legal Description: TRACK B + C OF BELL FARMS, LUBBOCK SOUTH OFFICE PLAT. (FNN# 2017036298)
Existing Land Use: Existing Zoning: GO

Acreage or Square Footage of Property: 1.5 ACRES
Zoning Requested: REQUESTING ZONE CHANGE FROM GO TO R1 TO BUILD PARK INFRASTRUCTURE, AS WELL AS REQUEST FROM GO TO C3 FOR LIFT STATION THAT ALREADY EXISTS.
Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature: Ronnie Wallace
Date: 12/4/18

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

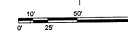
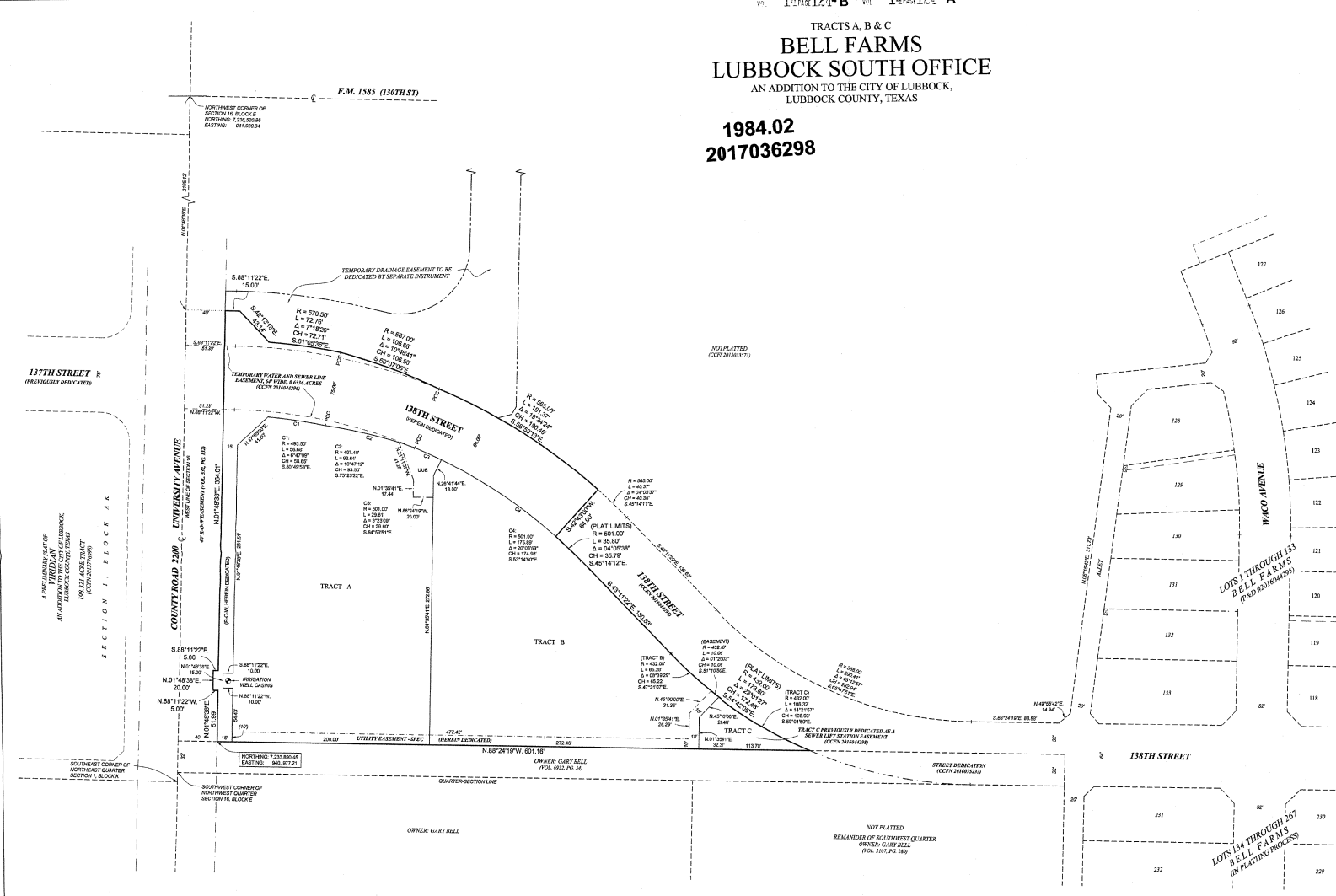
Zone Case No.: 3274-0
Request for zoning change from: GO
Agenda No.:
To: A-1 & C-3

Tracts on Lot(s): B & C
Subdivision: Bell Farms
Block(s):
Address: 23354 2319 138th St


14TH 124-B 14TH 124-A

TRACTS A, B & C
BELL FARMS
LUBBOCK SOUTH OFFICE
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS


1984.02
 2017036298

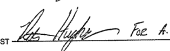


SCALE 1" = 50'


HEAVY LINES INDICATE PLAT LIMITS.
 ALL STREETS, ALLEYS, AND INDICATED EASEMENTS ARE HEREIN DEDICATED.
 ALL EASEMENTS DEDICATED HEREBY SHALL ENTITILE 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 OR REPLACEMENT. EASEMENTS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
 ALL ELECTRICAL SERVICE WITHIN THE CITY OF LUBBOCK SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT OF THE LUBBOCK PLANNING AND ZONING COMMISSION.
 ALL EXISTING OR PROPOSED UTILITY SERVICE 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 INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENT COSTS SHALL BE AT THE EXPENSE OF THE PROPERTY OWNER.
 ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT.
 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 COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
 MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 1002, AS AMENDED, AND SECTION 28.06.151, SECTION 28.14.04.04 AND SECTION 28.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
 ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS TO BE DEDICATED BY SEPARATE INSTRUMENT ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
 USE = UNDERGROUND UTILITY EASEMENT.
 TPE = 4" X 4" (MINIMUM) TRANSFORMER PAD EASEMENT, INDICATED BY SYMBOL 
 SPC = SOUTH PLAINS ELECTRIC COOPERATIVE
 CM = CONTROLLING MONUMENT
 PMSD = PHYSICAL MONUMENT OF RECORD IDENTITY.
 CCPN = COUNTY CLERK'S FILE NUMBER.
 R.O.W. = RIGHT-OF-WAY.
 P.O.C. = POINT OF COMPOUND CURVATURE.
 ALL CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4330".
 UNLESS OTHERWISE SPECIFIED,
 BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. THE CONVERSION ANGLE TO TRUE NORTH IS 2°11'52"14".
 COMBINED SCALE FACTOR IS 0.99974948.
 COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. DISTANCES AS SHOWN HEREON ARE AT SURFACE. IN U.S. SURVEY FEET.
 THIS TRACT CONTAINS 3481 ACRES OF LAND.
 DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.

APPROVED THIS 2 DAY OF January 2017 BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED  TOM D. WILSON CHAIRMAN

ATTEST  JOE A. PATTON SECRETARY

KNOW ALL MEN BY THESE PRESENTS, THAT I, JAMES STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I 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.


 REGISTERED PROFESSIONAL LAND SURVEYOR # 4338
 LUBBOCK, TEXAS

SURVEYED: SEPTEMBER 7, 2017
 REVISED: SEPT. 19, 2017: REVISE SPEC UTILITY EASEMENT
 REVISED: SEPT. 22, 2017: CHANGE NAME OF ADDITION.
 REVISED: SEPT. 27, 2017: REVISE NOTES CONCERNING 137th AND 138th STREETS.
 REVISED: OCT. 4, 2017: WIDEN STREET WIDTH FOR 138th ST., ADD REFERENCE FOR A TEMP. DWE, REVISE PLAT LIMITS AND AREA.



STEVENS SURVEYING CO., LLC.
 6319 GENOLA AVE., SUITE 4
 LUBBOCK, TX 79424
 TEXAS PERM NO. 108875041
 806-687-2500

JOB#: 170809FP © 2017 ALL RIGHTS RESERVED CAD



Regular City Council Meeting

8. 4.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-00028, for Zone Case 3358-A, a request of Hugo Reed and Associates, Inc., for BBA Homes, for a zone change to Reduced Setback Single-Family District (R-1A) from Single Family District (R-1) and High Density Apartment District (A-2) at 901 Inler Avenue, located on the east side of Inler Avenue, approximately 1,270 feet south of the intersection of Inler Avenue and 4th Street, on 78.5 acres of unplatted land out of Block D-6, Section 2.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request to rezone the R-1 property and declines to recommend rezoning the A-2 parcel, though the applicant's proposal is a reasonable alternative. The Planning and Zoning Commission heard this case on February 7, 2019 and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3358-A Ordinance
3358-A Staff Report
3358-A 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. 3358-A; A ZONING CHANGE FROM R-1 AND A-2 TO R-1A ZONING DISTRICT AT 901 INLER AVENUE, LOCATED ON THE EAST SIDE OF INLER AVENUE, APPROXIMATELY 1,270 FEET SOUTH OF THE INTERSECTION OF INLER AVENUE AND 4TH STREET, ON 78.5 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3358-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 and A-2 to R-1A zoning district at 901 Inler Avenue, located on the east side of Inler Avenue, approximately 1,270 feet south of the intersection of Inler Avenue and 4th Street, on 78.5 acres of unplatted land out of Block D-6, Section 2, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



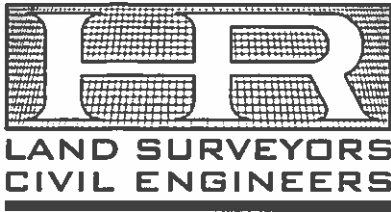
AJ Fawver, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3358-A
February 7, 2019



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 100678-00

METES AND BOUNDS DESCRIPTION of a 78.5 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Inler Avenue, which bears S. 89°58'34" E. a distance of 40.0 feet from the Southwest corner of the Northwest quarter of Section 2, Block D-6, Lubbock County, Texas;

THENCE N. 00°06'00" W., along said East right-of-way line an approximate distance of 1314.0 feet to a point for the Northwest corner of this tract;

THENCE S. 89°58'27" E. an approximate distance of 2601.9 feet to a point for the Northeast corner of this tract;

THENCE S. 00°06'00" E. an approximate distance of 1313.9 feet to a point for the Southeast corner of this tract;

THENCE N. 89°58'34" W. an approximate distance of 2602.9 feet to the Point of Beginning.

Contains: Approximately 3,419,390 square feet

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

ZONE CASE 3358-A

STAFF REPORT

Property Address & Location: 901 Inler Avenue, a vacant 78.5 acre tract approximately 1300 feet south of the southeast corner of the intersection of 4th Street and Inler Avenue.

Legal Description: 78.5 acres of unplatted land out of Block D-6, Section 2.

Applicant: Hugo Reed and Associates, for BBA Homes Land Company LLC.

Property Owner: BBA Homes Land Company LLC

Current Zoning: A-2, High Density Apartment District, and R-1, Single Family Residential District

Request(s): Rezoning to R-1A, Reduced Setback Single Family District

Applicable Regulations: Division 3A, Article 40 of the Code of Ordinances

Staff Recommendation(s):

APPROVAL of rezoning from R-1 to R-1A, and DECLINES TO RECOMMEND rezoning from A-2 to R-1A, though the applicant's proposal is a reasonable alternative.

Case Manager: Nathan Webb, Planner
 806.775.2108 / NWebb@mylubbock.us

Exhibits:

- A - Locator Map
- B - Aerial Map
- C - Zoning Map
- D - Future Land Use Map
- E - Thoroughfare Plan Map
- F - Signed application
- G - Survey

IMPORTANT DATES:

- Date of Application: January 4, 2019
- Date of Future Hearings: February 25, 2019 & March 12, 2019 City Council meetings (If recommended for approval)

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: January 22, 2019
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): January 22, 2019
- Meeting Agenda, in compliance with Open Meetings Act: Agenda posted a minimum of 72 hours prior to the hearing.

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
34	0	0	1

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

A-2	R-1
Multi-family residences	Single-family residences
Churches and places of worship	Public Parks
Lodges, Fraternities and Sororities	Public Schools
Day nurseries	
Boarding and Rooming Houses	
Personal Care Facilities	

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	A-2	Vacant
	R-1	Vacant
North	R-1	Vacant, and single-family homes, Grace Baptist Church
East	R-1	Vacant
South	R-1	Vacant
West	R-1	Single-family homes
	GO	Vacant
	C-2	Vacant

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- September 27, 1984, Ordinance 8660: Subject property is annexed into the City of Lubbock.
- October 9, 1985, Zone Case 2538: Subject property is zoned from T to R-1.
- March 12, 2014, Zone Case 3223: Westernmost 670 feet of subject property is zoned from R-1 to A-2.
- October 22, 2018, Zone Case 3358: This case was withdrawn from the Planning and Zoning Commission agenda; this request would have granted the western portion of the subject property a Specific Use Permit for a Manufactured Home Subdivision.

ITEM SUMMARY:

The applicant is requesting to rezone 78.5 acres of land to facilitate the development of a subdivision of single family homes. This property has remained vacant since its annexation in 1984. Since 2014, the property has been the subject of two zone cases speculative on the highest and best use of the property. This property has frontage on Inler Avenue spanning approximately a quarter mile, and projects half a mile deep east from Inler Avenue.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of the current A-2 zoning is, “...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. When proposed development in this district is adjacent to ‘RR,’ ‘R-1,’ ‘R-1A,’ or ‘R-2’ zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening and parking areas shall be properly provided to insure maximum protection of lower-density uses.”

The intent of the current R-1 zoning AND the requested R-1A zoning is, “to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a “quality environment” for the residents of the district and city.”

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

Inler Avenue is designated as a Principal Arterial, Partial in the City’s Master Thoroughfare Plan (MTP). This designation means that Inler Avenue at this location is designated to be fully constructed as a 7-lane thoroughfare, though it is currently only two lanes. Arterials are intended to move high volumes of traffic through the city at high speeds, and as such, a higher density of residential dwellings needing maximum visibility from Inler would be more appropriate at this location than a traditional single-family development.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning is compatible with the surrounding area.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The Future Land Use Map designates this property as the “Low Density Residential” category. However, staff notes that it will not always be appropriate to reserve frontage along principal arterial roads for low-density residential land uses. Moreover, the principle of life-cycle housing calls for a mix of densities, and a variety of housing types. The combination of A-2 along the frontage, transitioning into low-density residential, best accomplishes that variety (City of Lubbock 2040 Comprehensive Plan, p. 168). Nonetheless, staff assesses that the request, focusing on lower density residential uses, is a suitable alternative.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The Future Land Use Compatibility Matrix allows low-density residential land uses as an acceptable type of development on major thoroughfares (City of Lubbock 2040 Comprehensive Plan, p. 64). Therefore, staff assesses that the requested change is in keeping with the intent of the Future Land Use Compatibility Matrix and the Commercial Node Concept.

CONFORMANCE WITH THE ZONING ORDINANCE:

Staff assesses that either zoning district can provide orderly and proper development of single-family residential units in this location. However, staff assesses that Inler Avenue is designated as a Principal Arterial. While there is precedent for locating single-family residential land uses adjacent to major thoroughfare, higher density residential uses are better suited to these locations.

SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

The property is large enough to be platted into any otherwise-suitable land use, and should support a single-family residential subdivision.

RELATED PLANS & POLICIES:

No other plans or policies are applicable.

Case Number 3358-A

KENT

URSULINE

ERSKINE

4TH

19TH

34TH

50TH

66TH

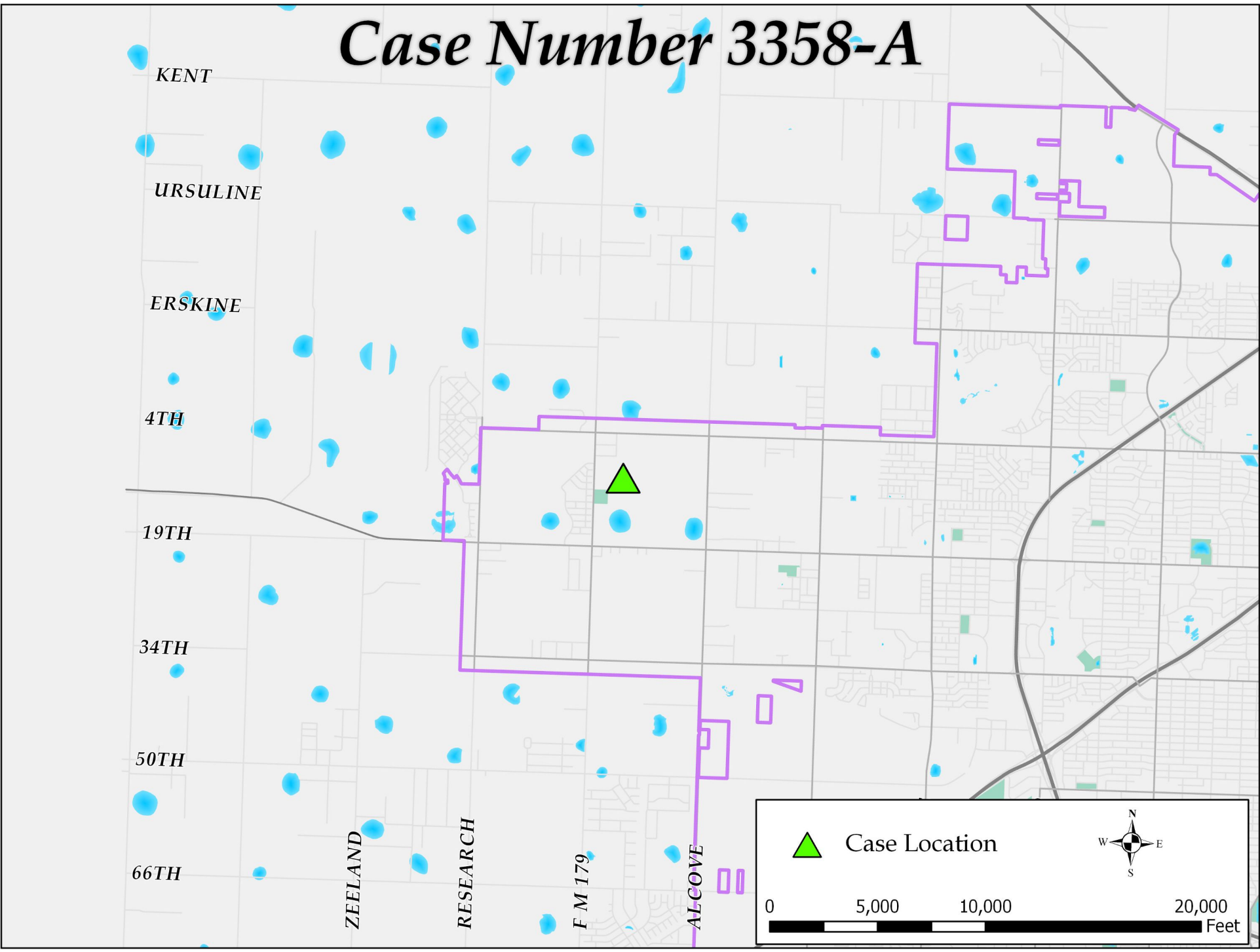
ZEELAND

RESEARCH

F M 179

ALCOVE

 Case Location



Case Number 3358-A



6TH

8TH

9TH

10TH

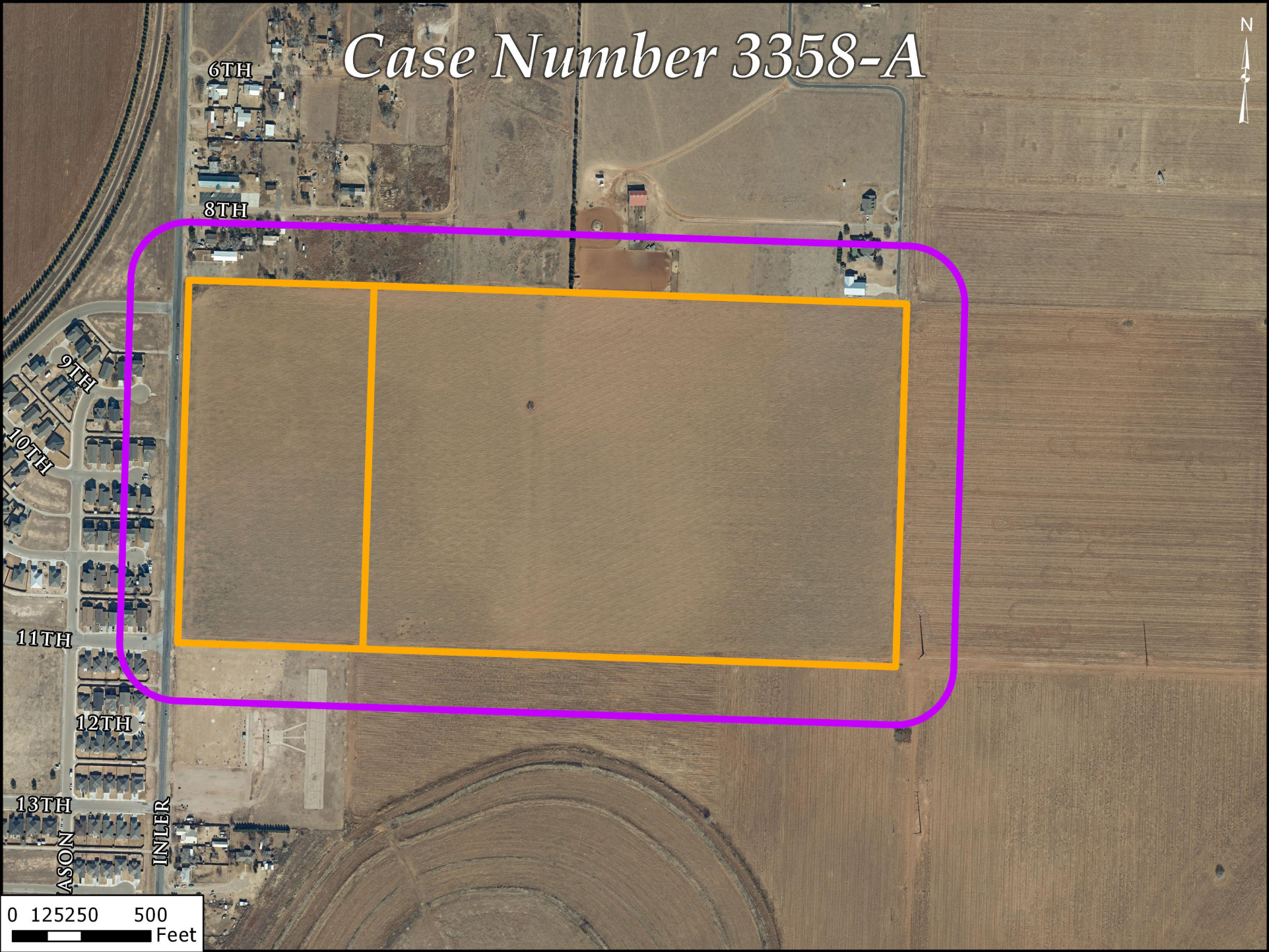
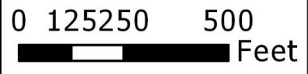
11TH

12TH

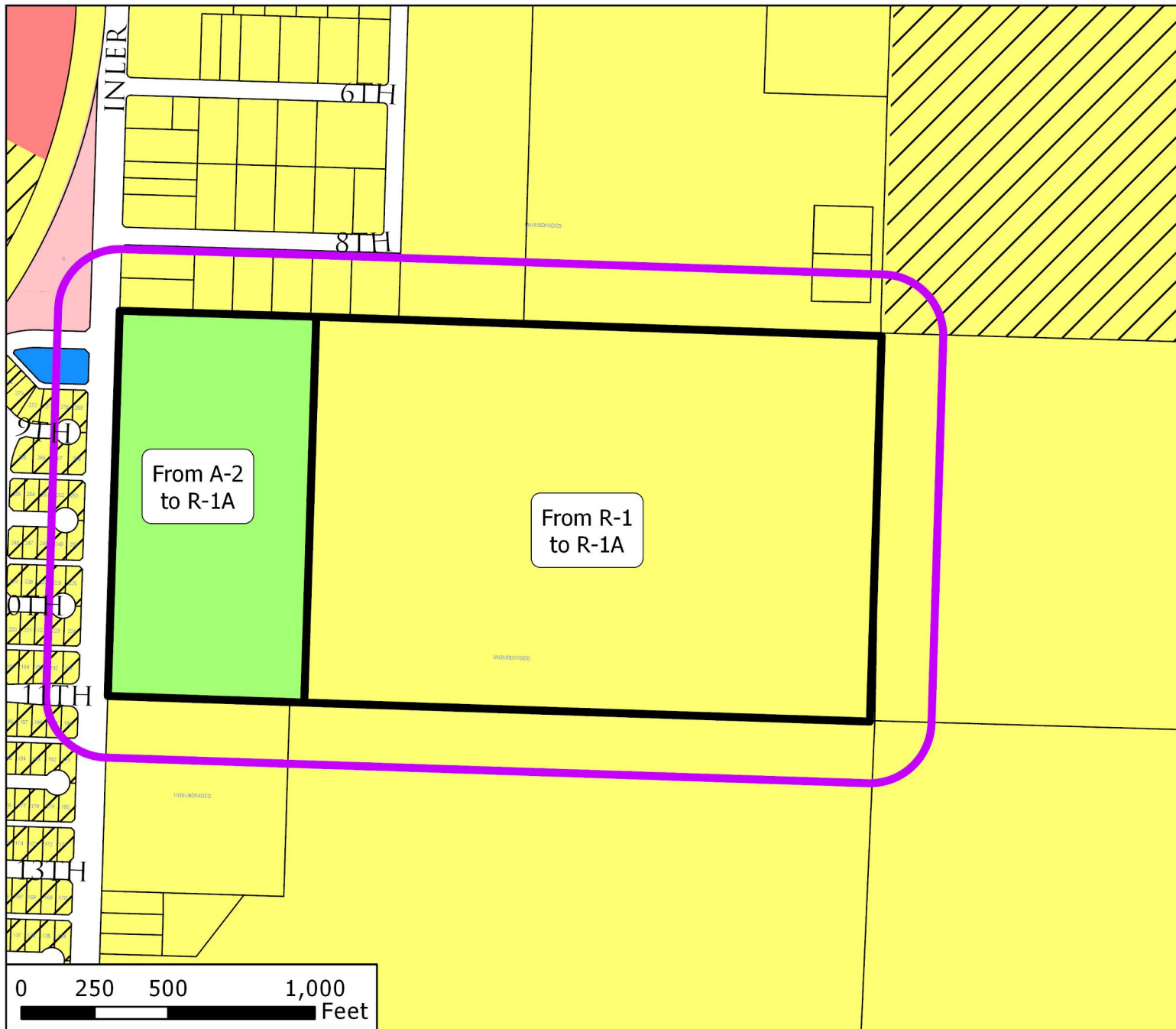
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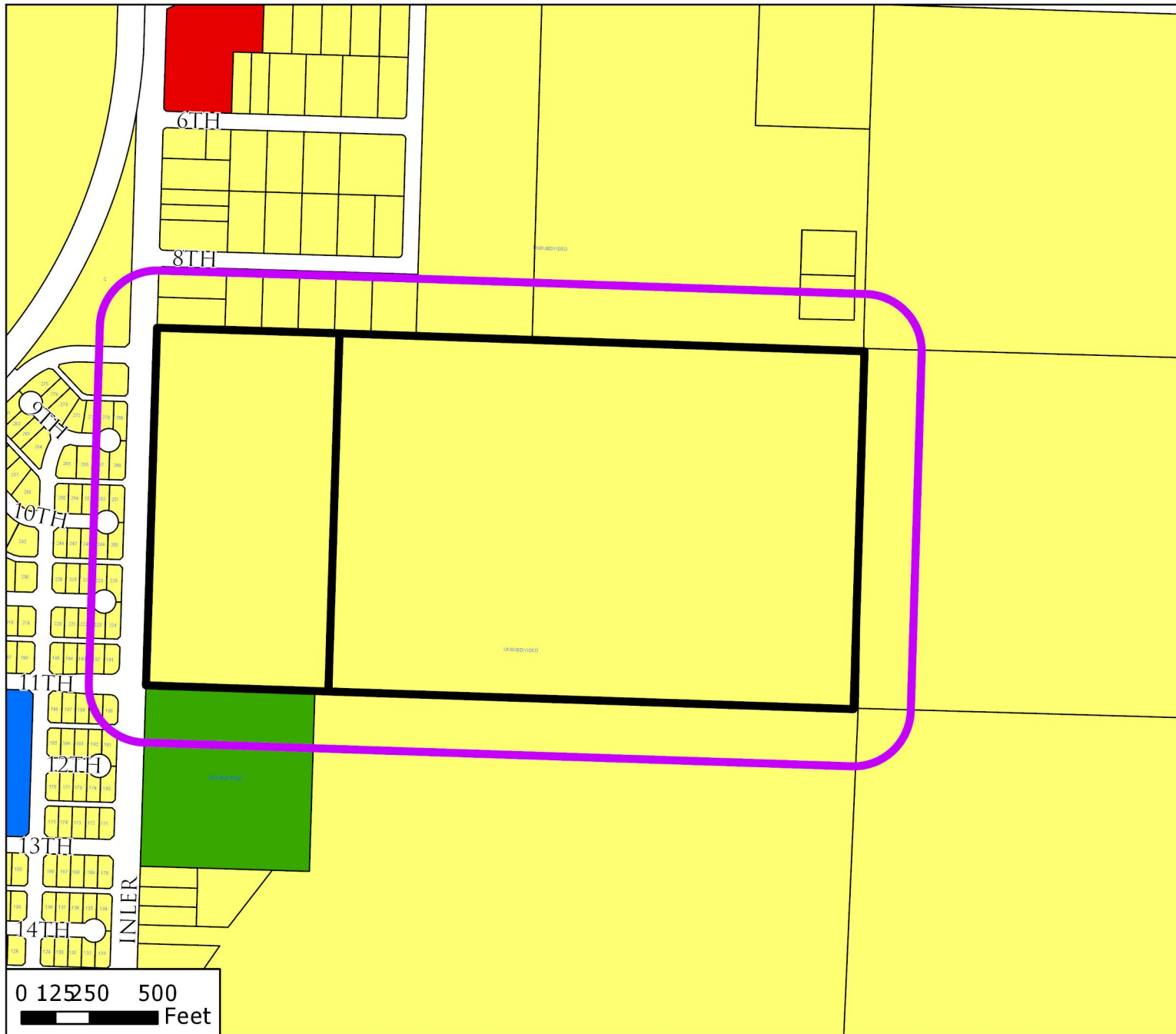


Case Number 3358-A Current Zoning



- | | |
|------|---------------|
| A-1 | CB-6 |
| A-2 | GO |
| A-3 | IDP |
| AM | IHC |
| C-1 | IHI |
| C-2 | M-1 |
| C-2A | M-2 |
| C-3 | R-1 |
| C-4 | R-2 |
| CA | R-3 |
| CB-1 | T |
| CB-2 | DH |
| CB-3 | SP USE |
| CB-4 | Proposed Case |
| CB-5 | |

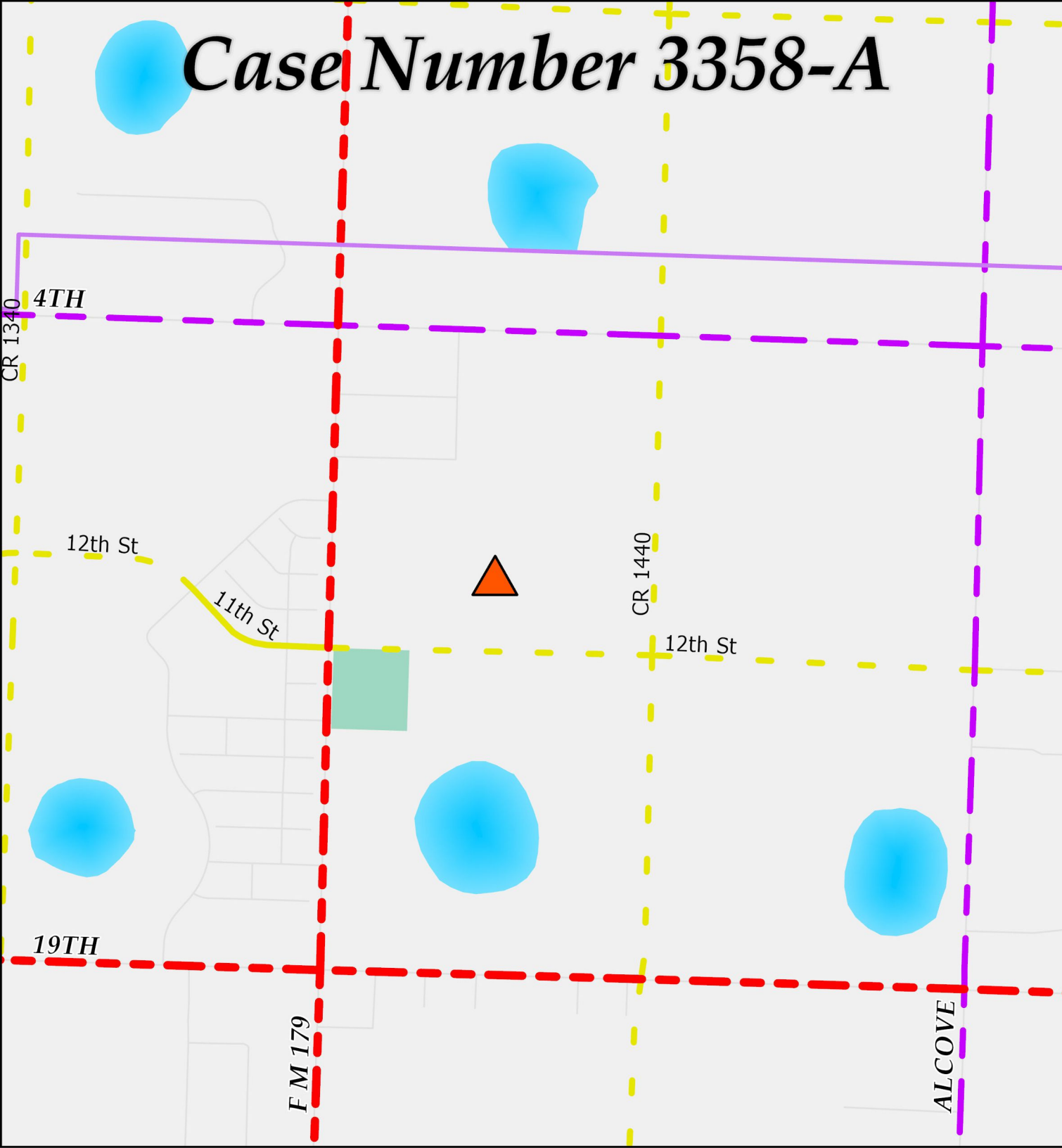
Case Number 3358-A Future Land Use Plan



- Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 125 500
Feet

Case Number 3358-A



Thoroughfare Plan

Minor Arterial (Modified)

- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Freeway

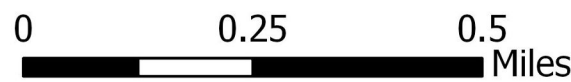
- Proposed Outer Loop
- Completed
- Partial

Collector

- Completed
- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For BBA Homes
9009 CR 6875
Street/Post Office Box
Lubbock, Texas 79407
City State Zip
(432) 210-9700
Telephone

Location or Address: 11th Street and FM 179 (Inler Avenue)

Legal Description: Section 2, Block D-6, See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: A-2 and R-1

Acreage or Square Footage of Property: 78.5 acres

Zoning Requested: R-1A

Proposed Development: Residential

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman
Applicant's Signature

January 2, 2019
Date

Filing Fee: \$709 (BBA #2131)
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3358-A

Agenda No.:

Request for zoning change from: A-2 & R-1

To: R-1A

on Lot(s): Metes & Bounds

Block(s):

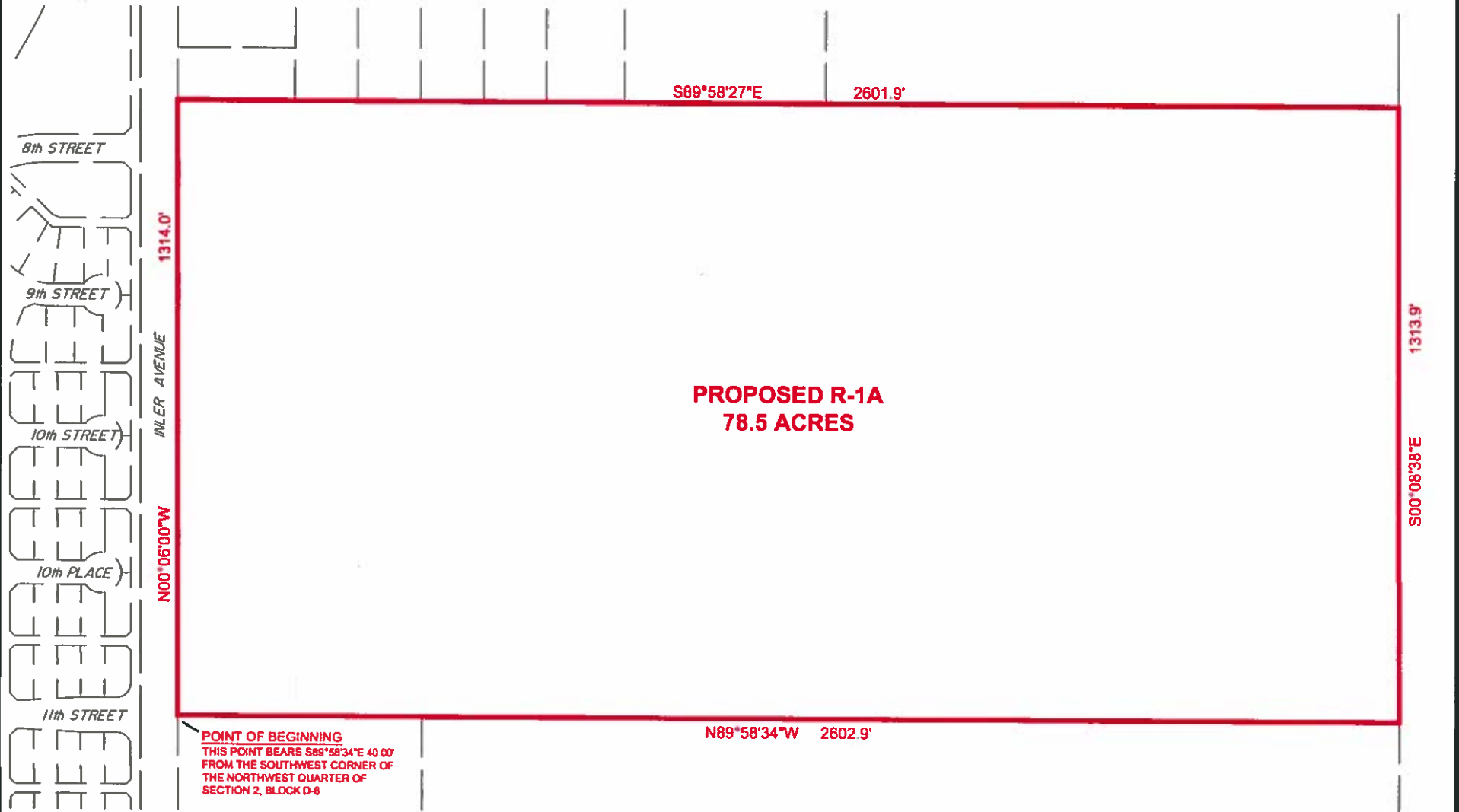
Subdivision: Unplatted

Address: 901 Inler Ave



SCALE: 1"=300'

PROPOSED R-1A ZONING LOCATED IN SECTION 2, BLOCK D-6



**PROPOSED R-1A
78.5 ACRES**

POINT OF BEGINNING
THIS POINT BEARS S89°58'34"E 40.00'
FROM THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER OF
SECTION 2, BLOCK D-6

N89°58'34"W 2602.9'

S89°58'27"E 2601.9'

1314.0'

N00°06'00"W

1313.9'

S00°08'38"E

8th STREET

9th STREET

10th STREET

10th PLACE

11th STREET

INLER AVENUE

6.4

*** This was not received until mid-January ***

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 775-2108.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: **3358-A**

In Favor of
Opposed

Reasons and/or Comments:

- Will bring down ^{the} value of our home. And bring violence, crime that has not ~~been~~ effected this neighborhood thus far.

Print Name: ALEXIS BEAM
Signature: *Beam*
Address: 10803 Pontiac Avenue Lubbock, TX 79424
Address of Property Owned: 8105 10th Place Lubbock, TX 79416

29 of 34
Zone Case Number: **3358-A** R309042
BEAM, ALEXIS NIKOHL
6803 PONTIAC AVE

RECEIVED

JAN 30 2019

LUBBOCK TX 79424

PLANNING DEPARTMENT
BY: _____



Regular City Council Meeting

8. 5.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-O0029, for Zone Case 3371, a request of AMD Engineering, for Wooded Forest, for a zone change to General Retail (C-3) and Restricted Local Retail (C-2A) from Transitional (T) at 4015 146th Street, located at the southeast corner of 146th Street and Quaker Avenue, continuing east to Memphis Avenue and continuing south on Quaker Avenue for approximately 1,650 feet, on 36.55 acres of unplatted land out of Block AK, Section 3.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on February 7, 2019 and recommended approval of the request by a vote of 6-2.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3371 Ordinance
3371 Staff Report
3371 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. 3371; A ZONING CHANGE FROM T TO C-3 AND C-2A ZONING DISTRICT AT 4015 146TH STREET, LOCATED AT THE SOUTHEAST CORNER OF 146TH STREET AND QUAKER AVENUE, CONTINUING EAST TO MEMPHIS AVENUE AND CONTINUING SOUTH ON QUAKER AVENUE FOR APPROXIMATELY 1,650 FEET, ON 36.55 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 3, 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. 3371

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-3 and C-2A zoning district at 4015 146th Street, located at the southeast corner of 146th Street and Quaker Avenue, continuing east to Memphis Avenue and continuing south on Quaker Avenue for approximately 1,650 feet, on 36.55 acres of unplatted land out of Block AK, Section 3, 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



AJ Fawver, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



Rezone to C-2-A

METES AND BOUNDS DESCRIPTION of a 7.35 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of Quaker Avenue and in the West line of Section 3, Block AK for the Northwest corner of this tract, whence the Northwest corner of Section 3, Block AK bears N01°43'40"E, approximately 751.5 feet;

THENCE S88°12'33"E, approximately 356.0 feet to a point for the Northeast corner of this tract;

THENCE S01°47'27"W, approximately 900.4 feet to a point for the Southeast corner of this tract;

THENCE N88°13'16"W, approximately 355.0 feet to a point near the center of said Quaker Avenue for the Southwest corner of this tract;

THENCE N01°43'40"E, with said Quaker Avenue, approximately 900.4 feet to the Point of Beginning and containing approximately 7.35 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019



Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 13.68 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of the intersection of 146th Street (County Road 7500) and Quaker Avenue for the Northwest corner of Section 3, Block AK and for the Northwest corner of this tract;

THENCE S88°12'33"E, with said 146th Street, approximately 793.2 feet to a point for the Northeast corner of this tract;

THENCE S01°47'27"W, approximately 751.5 feet to a point for the Southeast corner of this tract;

THENCE N88°12'33"W, approximately 792.3 feet to a point in said Quaker Avenue for the Southwest corner of this tract;

THENCE N01°43'40"E, with said Quaker Avenue, approximately 751.5 feet to the Point of Beginning and containing approximately 13.68 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019



Rezone to C-2-A

METES AND BOUNDS DESCRIPTION of a 15.52 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of 146th Street (County Road 7500) and in the North line of Section 3, Block AK for the Northwest corner of this tract, whence the Northwest corner of Section 3, Block AK bears N88°12'33"W, approximately 793.2 feet;

THENCE S88°12'33"E, with said 146th Street, approximately 1851.6 feet to a point in the intersection of Memphis Avenue and said 146th Street for the Northeast corner of this tract;

THENCE S01°46'16"W, with said Memphis Avenue, approximately 365.0 feet to a point for the Southeast corner of this tract;

THENCE N88°12'33"W, approximately 1851.7 feet to a point for the Southwest corner of this tract;

THENCE N01°47'27"E, approximately 365.0 feet to the Point of Beginning and containing approximately 15.52 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019

ZONE CASE 3371

STAFF REPORT

Property Address & Location: 4015 146th Street, a 36.55 acre lot southeast of the intersection of Quaker Avenue and 146th Street.

Legal Description: 36.55 acres of unplatted land.

Applicant: AMD Engineering

Property Owner: Bushland Springs, LLC

Current Zoning: T, Transition

Request(s): Rezoning to General Retail (C-3) & Restricted Local Retail (C-2A).

Applicable Regulations: Division 9, Article 40 of the Code of Ordinances

Staff Recommendation(s): APPROVAL

Case Manager: Eric Myers, Planner
 806.775.2108 / EMyers@mylubbock.us

Exhibits:

- A - Aerial Map
- B - Zoning Map
- C - Future Land Use Map
- D - Thoroughfare Plan Map
- E - Notification Responses Content Summary

IMPORTANT DATES:

- Date of Application: January 2, 2019
- Date of Future Hearings: February 25, 2019 and March 12, 2019 City Council meetings (if recommended for approval).

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: January 22, 2019
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): January 22, 2019
- Meeting Agenda, in compliance with Open Meetings Act: Agenda posted a minimum of 72 hours prior to the meeting.

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
11	0	0	1

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - some offsite water may be required to loop the system along 146th.
- Public Works - no comments.
- Building Safety - no comments at this time.
- Fire Marshal - will need to review hydrant access.
- Code Enforcement - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

T	C2-A
All Permitted R-1A uses such as:	Antique shop
Public Parks and Recreational Facilities owned by the City	Banks, and savings and loan companies
Single Family Homes	C-3
Public Schools	Car washes, with drying permitted outside of building.
	Gasoline Service Station
	Package Stores

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	T	Vacant Land
North	C-3, C2-A, & T	Vacant Land and a single family residence
East	T	Vacant Land
South	T	Vacant Land
West	T	Vacant Land

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

Options for Action - Specific Use:

- Approval
- Approval, with conditions
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- September 13, 2018, Annexation: This land was brought into the city as a Transitional (T).

ITEM SUMMARY:

The applicant is requesting a zone change to C-2A along both Quaker Avenue and 146th Street, while also requesting C-3 zoning at the intersection of the aforementioned streets.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of C-3 zoning is, "...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of C-2A zoning is, "...to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

146th Street is designated as a Modified Future Principal Arterial in the City's 2018 Master Thoroughfare Plan (MTP), which could adequately handle the traffic associated with the permitted uses in these districts. Additionally, this portion of Quaker Avenue is designated as a Future Minor Arterial (Modified) in the City's 2018 Master Thoroughfare Plan (MTP) running parallel to the parcels' west boundary.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning has varied compatibility with the surrounding area. Though zoned primarily Transition, there are segments of C-3 and C-2 zoning to the north and northwest. The current usage is primarily vacant land, though properties to the northeast of the request are zoned R-1 and R-2, with homes currently developing in the Kelsey Park neighborhood.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The Neighborhood Center concept states "nodes of non-residential uses near neighborhoods can provide small-scale neighborhood services, but need to be 'good neighbors' to the surrounding residential areas" (City of Lubbock 2040 Comprehensive Plan, p.65). The C-2A zoning is consistent with this concept, as it is one of the more restrictive commercial districts within the Zoning Code of Ordinances. However, given the proposed amount of commercial frontage along 146th Street, staff has noted that this would essentially provide no accessibility from a future residential neighborhood, to the thoroughfare, which could decrease the potential to make the neighborhood a more walkable area.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The Future Land Use Compatibility Matrix recommends Rural and Low Density Development in newly incorporated areas (City of Lubbock 2040 Comprehensive Plan, p. 64). Although C-3 and C-2A zoning do not fit within this type of recommended development, the area requested for C-3 zoning is within a Retail Node of the Future Land Use Map, designated for "Commercial" land uses, so this request is appropriate. The other tracts are designated for "Low Density Residential." Although C-2A zoning is not consistent with that designation, it is appropriate in this location.

CONFORMANCE WITH THE ZONING ORDINANCE:

Both requests are consistent with the Zoning Code of Ordinances, as the C-3 zoning will be located at the intersection of two thoroughfares and the C-2A zoning will allow uses which serve the surrounding neighborhoods.

SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

In regards to the request for C-3 zoning, the request is compatible with the Future Land Use Map and the node concept.

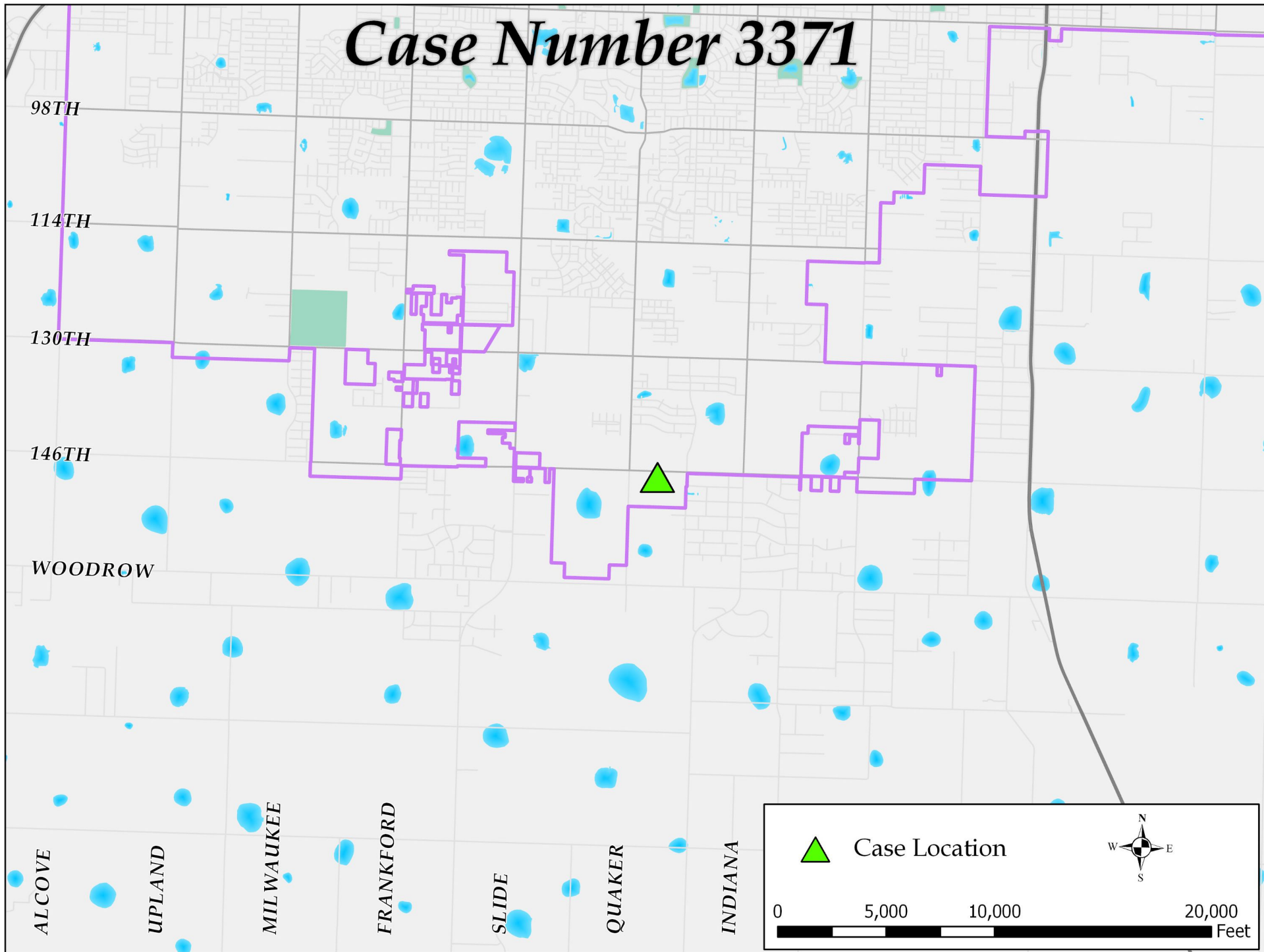
In regards to the request for C-2A zoning, even though the request is not compatible with the Future Land Use Map, it is appropriate in this location.

The properties have adequate space to support the permitted uses in each district.

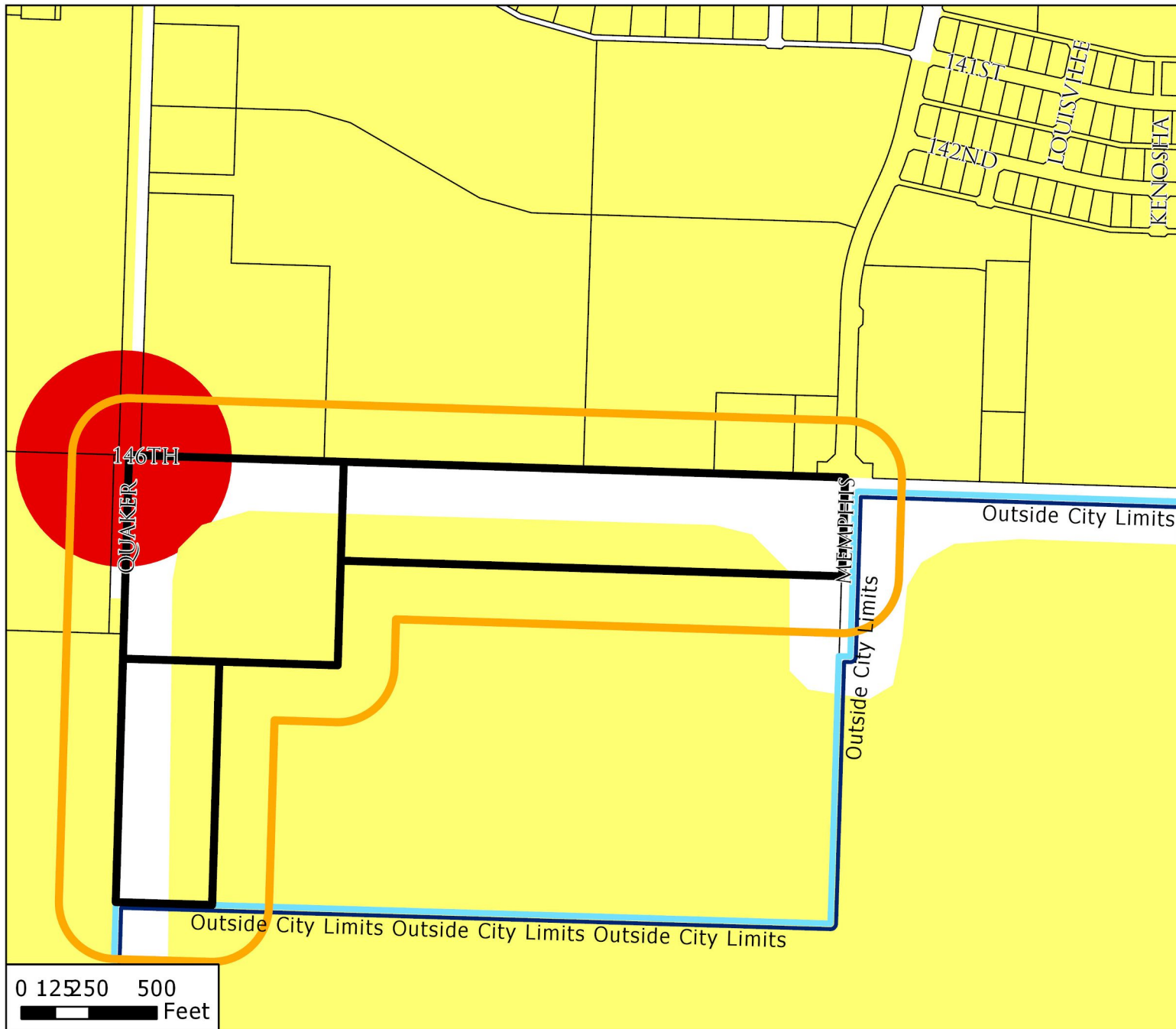
RELATED PLANS & POLICIES:

No other plans or policies are applicable.

Case Number 3371

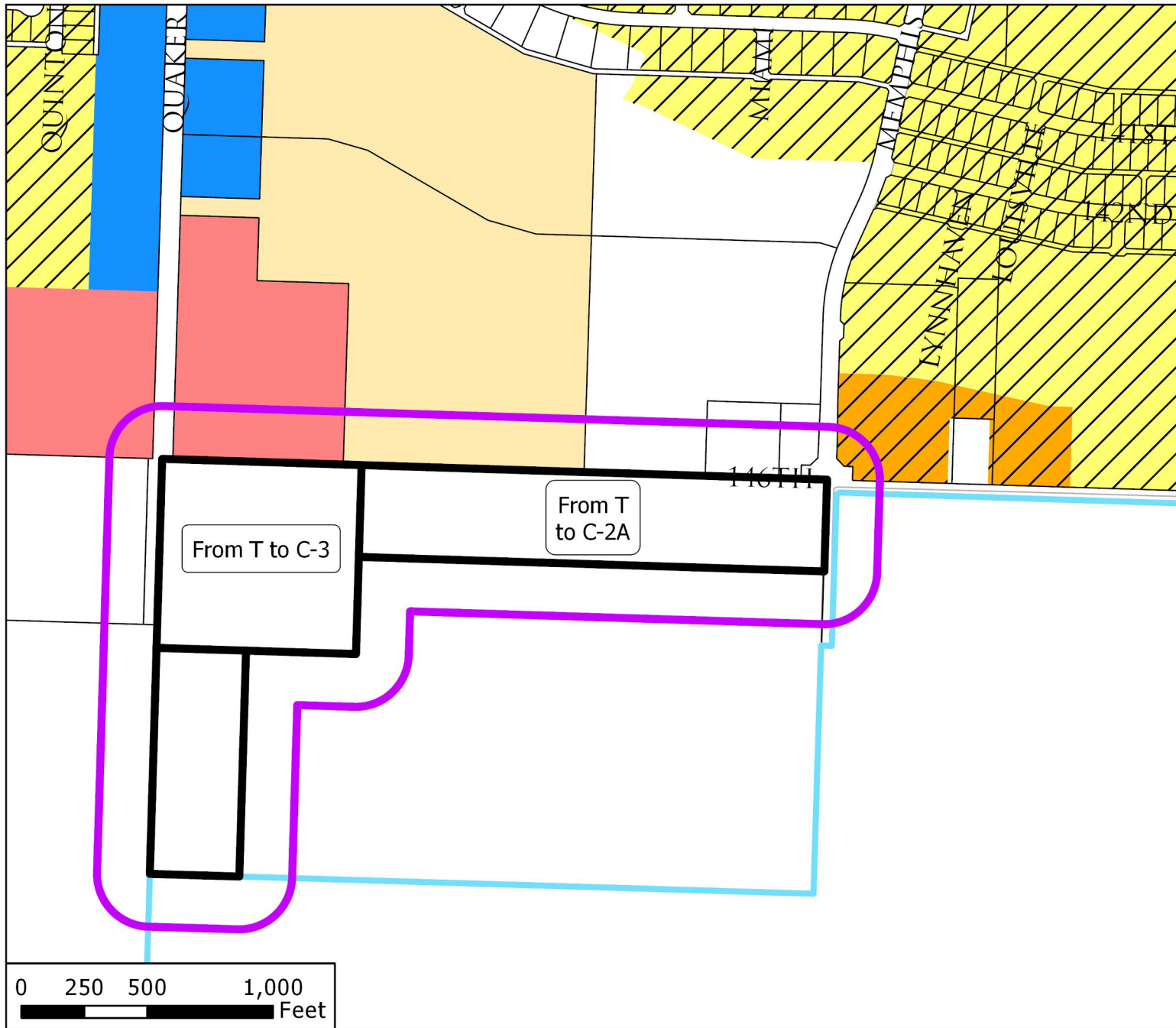


Case Number 3371 Future Land Use Plan



- Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

Case Number 3371 Current Zoning



- | | |
|------|---------------|
| A-1 | CB-6 |
| A-2 | GO |
| A-3 | IDP |
| AM | IHC |
| C-1 | IHI |
| C-2 | M-1 |
| C-2A | M-2 |
| C-3 | R-1 |
| C-4 | R-2 |
| CA | R-3 |
| CB-1 | T |
| CB-2 | DH |
| CB-3 | SP USE |
| CB-4 | Proposed Case |
| CB-5 | |

Case Number 3371



KENOSHA

141ST

142ND

146TH

QUAKER

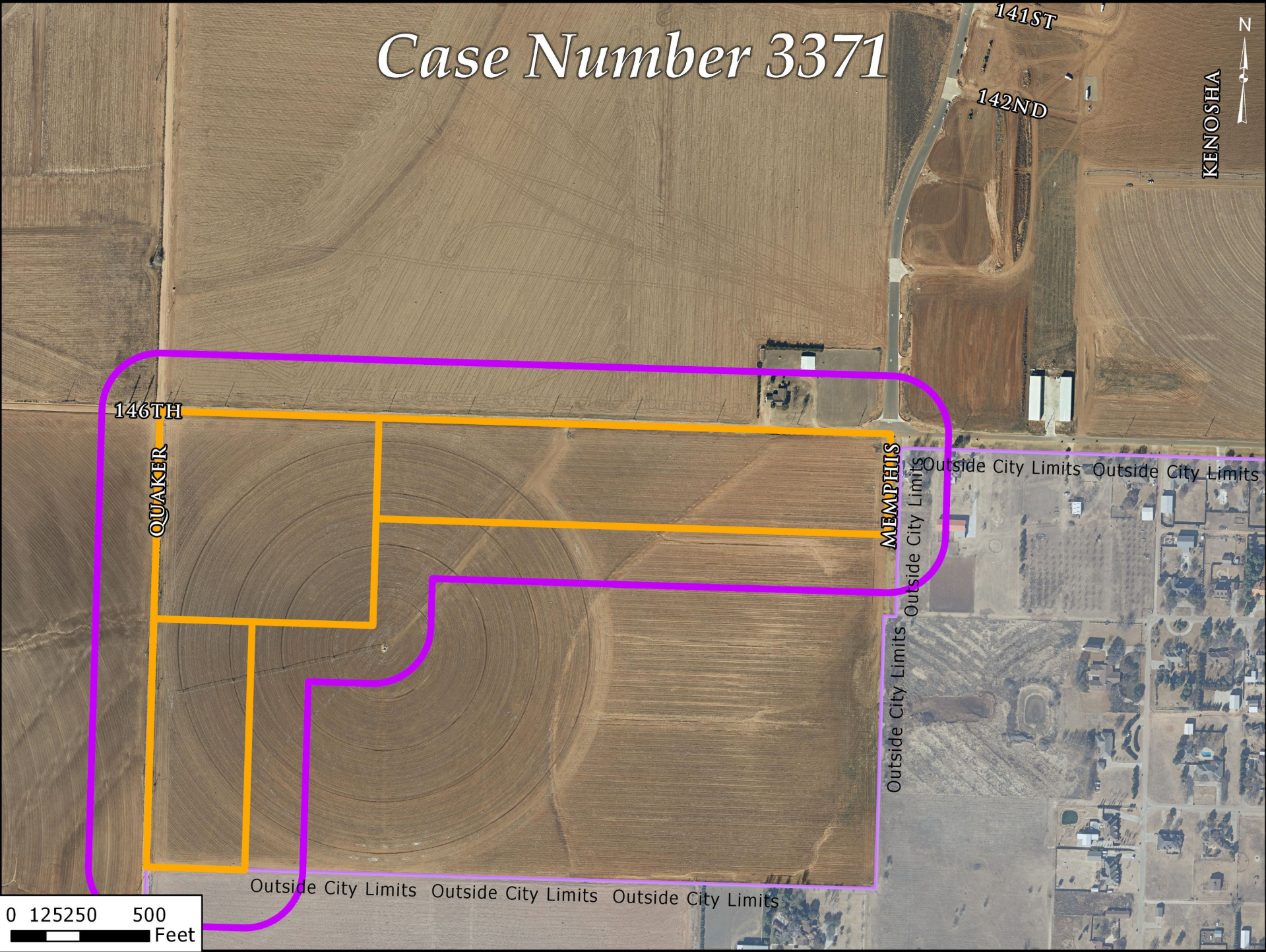
MEMPHIS

Outside City Limits Outside City Limits

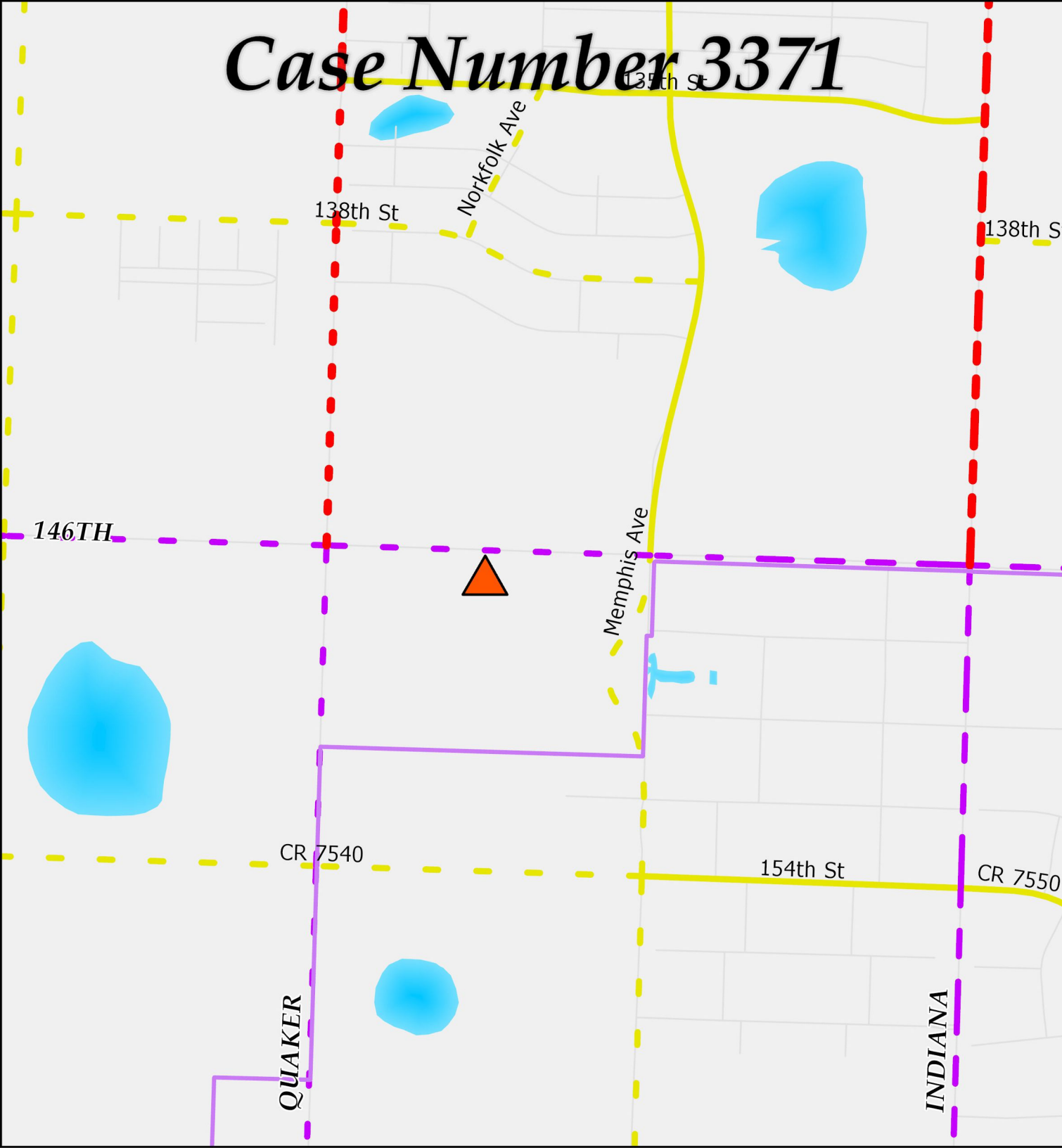
Outside City Limits

Outside City Limits Outside City Limits Outside City Limits

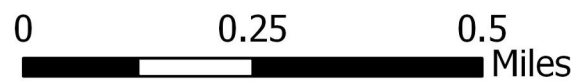
0 125250 500
Feet



Case Number 3371



- Thoroughfare Plan**
- Minor Arterial (Modified)**
 - Partial
 - Future
 - Minor Arterial**
 - Completed
 - Partial
 - Future
 - Freeway**
 - Proposed Outer Loop
 - Completed
 - Partial
 - Collector**
 - Completed
 - Partial
 - Future
 - Principal Arterial**
 - Completed
 - Partial
 - Future





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) AMD Engineering
6515 68th Street, Suite 300
Lubbock TX 79424
(806) 771-5976

For Wooded Forest
3410 98th Street, Suite 4
Lubbock TX 79423
(806) 241-7055

Location or Address: 146th Street and Quaker Avenue

Legal Description*: See Field Notes Attached

Existing Land Use: Ag Existing Zoning: T

Acres or Square Footage of Property: Total of 36.55 Acres (13.68, 15.52, and 7.35)

Zoning Requested: 13.68 - C3 15.52 & 7.35 - C2A

Proposed Development: Commercial/Office

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No

Applicant's Signature [Signature] Date: January 2, 2019

Filing Fee: \$583.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3371

Agenda No.:

Request for zoning change from: T

To: C-3 & C-2A

on Lot(s): Metes & Bounds

Block(s):

Subdivision: Unplatted

Address: 4015 146th St



Rezone to C-2-A

METES AND BOUNDS DESCRIPTION of a 15.52 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of 146th Street (County Road 7500) and in the North line of Section 3, Block AK for the Northwest corner of this tract, whence the Northwest corner of Section 3, Block AK bears N88°12'33"W, approximately 793.2 feet;

THENCE S88°12'33"E, with said 146th Street, approximately 1851.6 feet to a point in the intersection of Memphis Avenue and said 146th Street for the Northeast corner of this tract;

THENCE S01°46'16"W, with said Memphis Avenue, approximately 365.0 feet to a point for the Southeast corner of this tract;

THENCE N88°12'33"W, approximately 1851.7 feet to a point for the Southwest corner of this tract;

THENCE N01°47'27"E, approximately 365.0 feet to the Point of Beginning and containing approximately 15.52 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019



Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 13.68 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of the intersection of 146th Street (County Road 7500) and Quaker Avenue for the Northwest corner of Section 3, Block AK and for the Northwest corner of this tract;

THENCE S88°12'33"E, with said 146th Street, approximately 793.2 feet to a point for the Northeast corner of this tract;

THENCE S01°47'27"W, approximately 751.5 feet to a point for the Southeast corner of this tract;

THENCE N88°12'33"W, approximately 792.3 feet to a point in said Quaker Avenue for the Southwest corner of this tract;

THENCE N01°43'40"E, with said Quaker Avenue, approximately 751.5 feet to the Point of Beginning and containing approximately 13.68 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019



Rezone to C-2-A

METES AND BOUNDS DESCRIPTION of a 7.35 acre tract of land located in Section 3, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point near the center of Quaker Avenue and in the West line of Section 3, Block AK for the Northwest corner of this tract, whence the Northwest corner of Section 3, Block AK bears $N01^{\circ}43'40''E$, approximately 751.5 feet;

THENCE $S88^{\circ}12'33''E$, approximately 356.0 feet to a point for the Northeast corner of this tract;

THENCE $S01^{\circ}47'27''W$, approximately 900.4 feet to a point for the Southeast corner of this tract;

THENCE $N88^{\circ}13'16''W$, approximately 355.0 feet to a point near the center of said Quaker Avenue for the Southwest corner of this tract;

THENCE $N01^{\circ}43'40''E$, with said Quaker Avenue, approximately 900.4 feet to the Point of Beginning and containing approximately 7.35 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest
January 2, 2019

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: **3371**

In Favor of

Opposed

Reasons and/or Comments:

Print Name Amy Benedict
Signature: [Signature]
Address: 3727 CR 7500 Lubbock, 79423
Address of Property Owned: 3727 CR 7500 Lubbock 79423

Case # 3371

January 30, 2019

To Whom it May Concern-

I oppose the request for rezoning the 36 acres between Quaker and Memphis on 146th street (County Road 7500). There are numerous concerns I have regarding the request. What seems to be a simple zoning change has a much larger consequence beneath the surface.

A few of many underlying concerns are as listed:

- **Excessive water runoff**
- **Flooding**
- **Decrease in property value**
- **Security lights**
- **Noise**
- **Increased amount of traffic**

Since the development of Kelsey Park and the constant construction of new roads or waterways, I fight with the city and county about the amount of water that floods my property currently. Not to mention the increase in these issues as the concrete jungle continues to grow. This past year was a drought year and the excess amount of water that flooded my driveway, all the way down to my arena made half my property unusable for at least 30 days. Initially it may not seem like much, but when you add up the inability to use and having to find other resources for an area to exercise my horses or replace damaged property from the excess water runoff it becomes ridiculous. All of this can be avoided by resolving the root cause and stop trying to come up with a quick fix. These issues I face cost me both time and money, neither of which the city or county care to give.

This leads into our property values. I have 2.5 acres that at certain times of the year can only access about 1.5 acres. If just under half of my property is under water, you have taken away 40% of what makes my property attractive. Another aspect of our property value is a quiet residential area with room for horses or child's FFA project. These aspects are appealing due to light traffic and being in the country. Adding commercial property next door will diminish these characteristics of my property.

Adding a commercial building is going to bring added expense to the property owner. We will have to add fencing and blinds or shutters to ward out the "passer byers." Theft will become of great concern because of the added traffic and buildings. Even with a buffer wall, that is required to separate commercial from residential, there will be added lights to prevent theft. We only had to prevent theft when the commercial building was built, now with the added lights will come unwelcome and constant lit areas. We live in the country for the privacy and peaceful nights that come with the seclusion, not to see around every corner at all hours of the night. A city may never sleep but the country does.

Overall, these concerns are just the tip of the iceberg. What seems to be a simple change on paper has a detrimental impact on my property. My concerns grow daily of what the city is going to bring to our once quiet way of life. My opposition stands, adding commercial on 146th (CR 7500) is not a good situation for the neighborhood.

With Great Concern,

Amy Benedict



Regular City Council Meeting

8. 6.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2019-00030, pursuant to Chapter 43 of the Texas Local Government Code for an annexation of the property at 14505 Slide Road, containing approximately seventeen (17) acres, out of Section 5, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R129250.

Item Summary

On February 25, 2019, the City Council approved the first reading of the ordinance.

In April 2016, the City Council finalized an annexation of approximately 2,393 acres and also approved development agreements with many property owners, under Chapter 212 of the Local Government Code, exempting the properties from annexation under certain terms. These “212 Agreements” contained several conditions for the property including circumstances for the termination of the agreement.

In the case of the property referenced as R129250, the City received a letter from the property owner requesting termination of the agreement. This termination also constitutes a petition for voluntary annexation.

Because this property was included in a series of annexations in April, 2016, no additional public hearings or notifications are required.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance- Postar Annexation

Survey- Postar Annexation

Annexation Service Plan - 146th and Slide

Aerial of Property

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND INTO THE CITY OF LUBBOCK, TEXAS, WITH SAID AREA BEING GENERALLY DESCRIBED AS APPROXIMATELY SEVENTEEN (17) ACRES OUT OF BLOCK AK, SECTION FIVE (5), AB 163, TRACT A, LUBBOCK COUNTY, TEXAS, AND IDENTIFIED BY THE LUBBOCK CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R129250, AND MORE SPECIFICALLY IDENTIFIED IN "EXHIBIT A" OF THIS ORDINANCE, AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, AND WHICH CONTAINS FEWER THAN ONE HUNDRED (100) SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council of the City of Lubbock (the "City Council") to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than one hundred (100) separate tracts of land on which one (1) or more residential dwellings are located in the Area; and

WHEREAS, all required notices, including written notice of intent to annex the Area to each property owner, each public entity, and each railroad company within the Area, as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have previously been made in accordance with applicable law; and

WHEREAS, all required notices to each public school district in the Area were previously sent as required by Section 43.905 of the Texas Local Government Code; and

WHEREAS, the City Council conducted two public hearings on February 25, 2018 and March 12, 2018, as required by Section 43.063 of Texas Local Government Code; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, City staff prepared a service plan for the Area in accordance with Sections 43.065 and 43.056 (b)-(o) of the Texas Local Government Code, with said service plan providing for full municipal services to the Area and being made available and explained to the public at the scheduled public hearings; and

WHEREAS, City staff, on or about March 3, 2016, by certified mail return receipt requested, mailed an offer to make a development agreement to each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption, as determined by the Lubbock Central Appraisal District, as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, on March 28, 2016, by Resolution No. 2016-R0122, the City Council authorized the City Manager and City staff to offer to interested property owners agreements in lieu of annexation for a twenty (20) year term, as allowed under Section 212.172 of the Texas Local Government Code (a “212 Agreement”); and

WHEREAS, the property owner of the Area entered into a 212 Agreement for the Area, a copy of which is attached to this Ordinance as “Exhibit C,” with the 212 Agreement providing terms upon which the 212 Agreement would terminate and providing a waiver of rights of the property owner of the Area as to the annexation of the Area upon the termination of the 212 Agreement; and

WHEREAS, the City Council, according to the terms of the 212 Agreement between the City and the property owner of the Area, terminated the exemption from annexation provided in the 212 Agreement for the Area due to the voluntary action of the property owner of the Area; and

WHEREAS, the 212 Agreement between the City and the property owner of the Area provided that the property owner of the Area agreed to the annexation of the Area by petition if the 212 Agreement was terminated and that the property owner of the Area waived the procedural rights and requirements of an annexation outlined in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the terms of the 212 Agreement between the City and the property owner of the Area prevail over certain requirements under Chapter 43 of the Texas Local Government Code, including, but not limited to, Section 43.054 and Section 43.0545 that place width limitations on areas subject to annexation by a municipality; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock; **NOW THEREFORE**,

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

SECTION 1. THAT the Area, which is further depicted and described in the attached “Exhibit A” and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas.

SECTION 2. THAT the service plan, attached as “Exhibit B” and incorporated herein by reference for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area described in Section 1 of this Ordinance, regardless of whether any part of the Area is not hereby effectively annexed into the City. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any

such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 4. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 5. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 6. 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 7. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

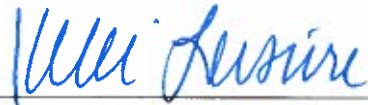
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Handwritten signature of AJ Fawver in blue ink, written over a horizontal line.

AJ Fawver, Director of Planning

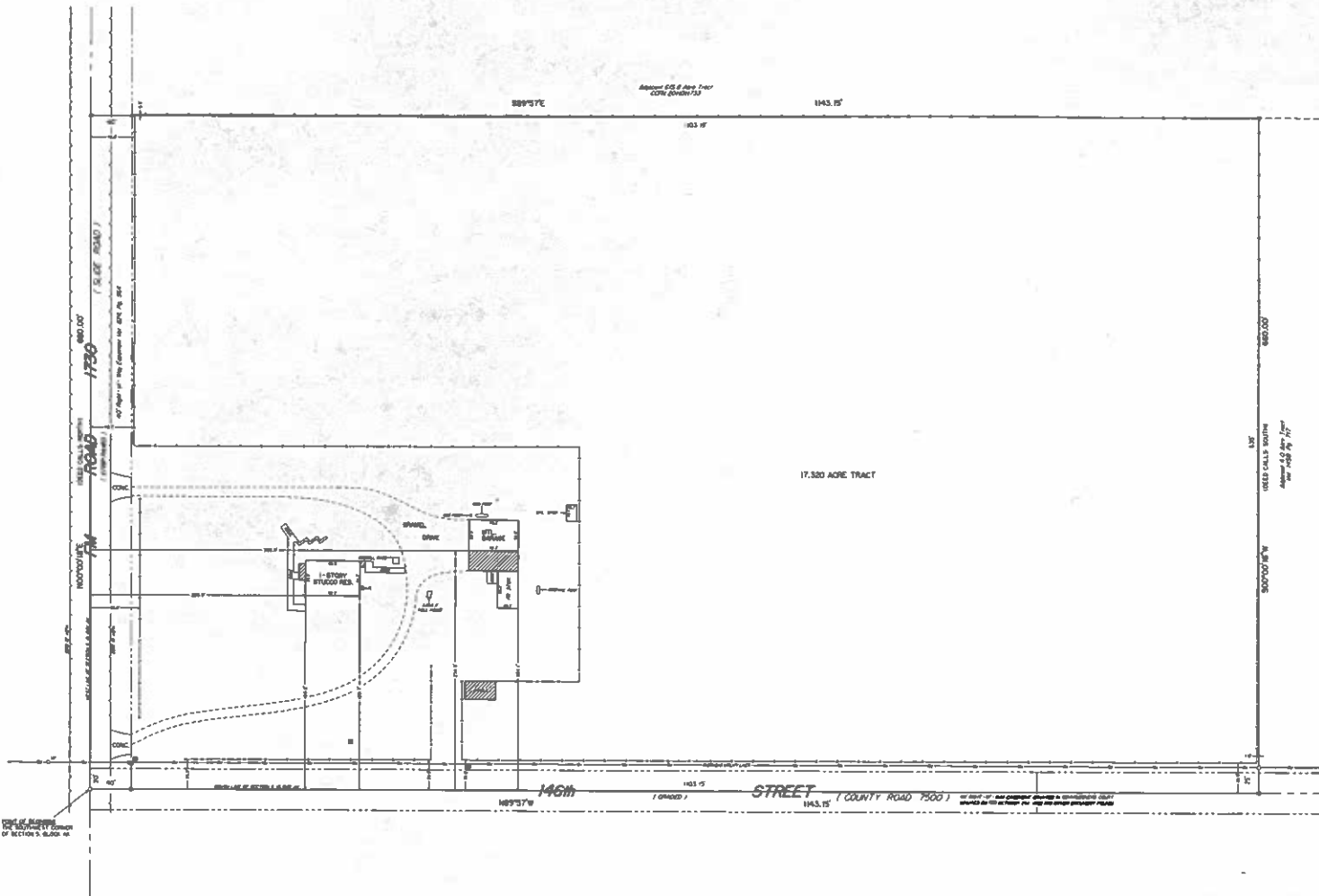
APPROVED AS TO FORM:

Handwritten signature of Kelli Leisure in blue ink, written over a horizontal line.

Kelli Leisure, Assistant City Attorney

PERIMETER AND IMPROVEMENT SURVEY OF A
17.320 ACRE TRACT LOCATED IN
SECTION 5, BLOCK AK
LUBBOCK COUNTY, TEXAS

14895 FM ROAD 1730



NETTS AND BOWEN'S DESCRIPTION of a 17.320 acre tract of land located in Section 5, Block AK, Lubbock County, Texas, being that same tract described in Volume 4748, Page 136 of the Real Property Records of Lubbock County, Texas, being further described as follows:

BREGENZING as a 1.72 acre tract found at the Southwest corner of Section 5, Block AK, Lubbock County, Texas, being the Southwest corner of this tract.

150°00'00" E, 00°00'00" N, along the West line of said Section 5, a distance of 688.00 feet to a corner spallite with value found as at the west W. corner, Section corner of a 4.513 acre tract as described under County Clerk File Number 2011011113 of the Official Public Records of Lubbock County, Texas and the Northeast corner of this tract.

710°00'00" S, 00°00'00" E, along the Southeast boundary of said 4.513 acre tract, at 00.00 feet pass a 1.72 acre tract with value found in the East line of a 0.00 acre right-of-way easement as described in Volume 834, Page 964 of the Real Records of Lubbock County, Texas, continuing for a total distance of 1143.15 feet to a 1.72 acre tract with value for the Northeast corner of a 4.8 acre tract as described in Volume 1439, Page 117 of the Real Records of Lubbock County, Texas and the Northeast corner of this tract.

110°00'00" S, 00°00'00" W, along the West boundary of said 4.8 acre tract, at 00.00 feet pass a 1.72 acre tract with value found in the East line of a 0.00 acre right-of-way easement as described in Volume 834, Page 964 of the Real Records of Lubbock County, Texas, continuing for a total distance of 1143.15 feet to the South line of said Section 5, at the Southeast corner of said 4.8 acre tract and the Southwest corner of this tract.

110°00'00" S, 00°00'00" W, along the South line of said Section 5, at 1105.15 feet pass a "corner hole" and with value found in said 1.72 acre tract, continuing for a total distance of 1143.15 feet to the Point of Beginning.

Containing 754.479 square feet

Beings are relative to the South line of Section 5, Block AK, previously surveyed and recognized as being N. 14°57' 00"

CREATION TO J. F. Hancock Trust ONLY

I, Bruce L. Smith, Texas Registered Professional Land Surveyor No. 5416, do hereby certify that this survey was made in the field. A determination as to whether this property lies within a special district based on a map was made for this survey April 21, 2015.

Bruce L. Smith
Registered Professional Land Surveyor
No. 5416 State of Texas



- SCALE: 1" = 50'
CONTROL POINTS AS FOLLOWS SHOWN
POINTS AS SHOWN:
A - 1" DOTTED SPHERE w/ WASHER
B - 1" GALV. NAIL w/ WASHER
C - SET UG ROD w/ CAP
D - 1" UG ROD w/ CAP
E - 1" UG ROD
F - 1" UG ROD
G - UTILITY ROSETT
H - GAS METER
(NONE / SILENT)

NOTES:
This tract is subject to:
A Market share line right-of-way easement granted to South Plains Electric Cooperative as described in Vol 973, Pg 23
A Market share easement line right-of-way easement granted to South Plains Electric Cooperative as described in Vol 473, Pg 96
No attempt to take on title commitment was provided to this surveyor. Record research done by this surveyor is 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.

WARNING:
This plot is intended solely as a guide and is not to be used as a legal document.
HUGO P&S
HUGO P & S, INC.
1000 W. 10th Street, Suite 100
Lubbock, Texas 79401
Phone: 806.741.1111
Fax: 806.741.1112
www.hugopands.com

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street, Station 19 located at 5826 98th Street, and Station No. 14 located at 2402 96th Street. Station No. 16 is approximately 2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 19 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 14 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

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

Services to be Provided: The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area. However as more houses and businesses begin filling in the vast area of the annexation in the next couple of years, it will be a necessity to increase staffing levels and associated equipment requirements in the Field Services Bureau and Investigations Services Bureau causing an increase in the budgets from FY16-17 and beyond. Additionally, a substation in the South or Southwest part of Lubbock will become a necessity to accommodate increased staffing and access by the citizens in that area of the city for better customer service.

CITY SECRETARY

Existing Services: None

Services to be Provided: Administration of Municipal Election services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection 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 codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. 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.

PLANNING AND ZONING

Existing Services: The City of Lubbock Subdivision Ordinance regulations extend into the ETJ.

Services to be Provided: The Planning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for and importance of long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

GIS AND DATA SERVICES

Existing Services: None

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 changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments 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/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.

ANIMAL SERVICES

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

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.

STREET

Existing Services: Lubbock County Public Works currently maintains the county roads.

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 8 centerline miles of thoroughfare

roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

STREET LIGHTING

Existing Services: None

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.

STORM WATER MANAGEMENT

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.

Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections).

TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation approximately twenty-four (24) signs will be upgraded to city standards, thirty (30) new signs will be installed, and ten miles of

painted lane lines and pavement markings will be maintained. Current budget and staff are sufficient to provide these services. After 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.

WATER AND SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer:

- a) Water and sewer are not readily available in a majority of areas proposed for annexation.
- b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7450 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of County Road 2200 (University Avenue) as required for adequate fire protection.
126th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of Chicago Avenue as required for adequate fire protection.
134th Street and 138th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile between Frankford Avenue and Chicago Avenue as required for adequate fire protection.
Water for fire protection prior to the extension of water lines from the City on County Road 7450, 126th Street, 134th Street, 138th Street, and any other area will need to be provided through pump trucks.
- c) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges).
- d) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
- e) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. The pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 22.05 specifies other items including:

- a) pro-rata on property already platted, and extension of services,
- b) pro-rata and extensions to property being platted,
- c) sizes of lines and meter sizes,
- d) location for service connection,
- e) deposits, charges, refunds,
- f) cost of large mains may be partially paid by City, and other considerations,
- g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

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 it is expected that immediate development will not occur, 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 and exceeds route collection averages.

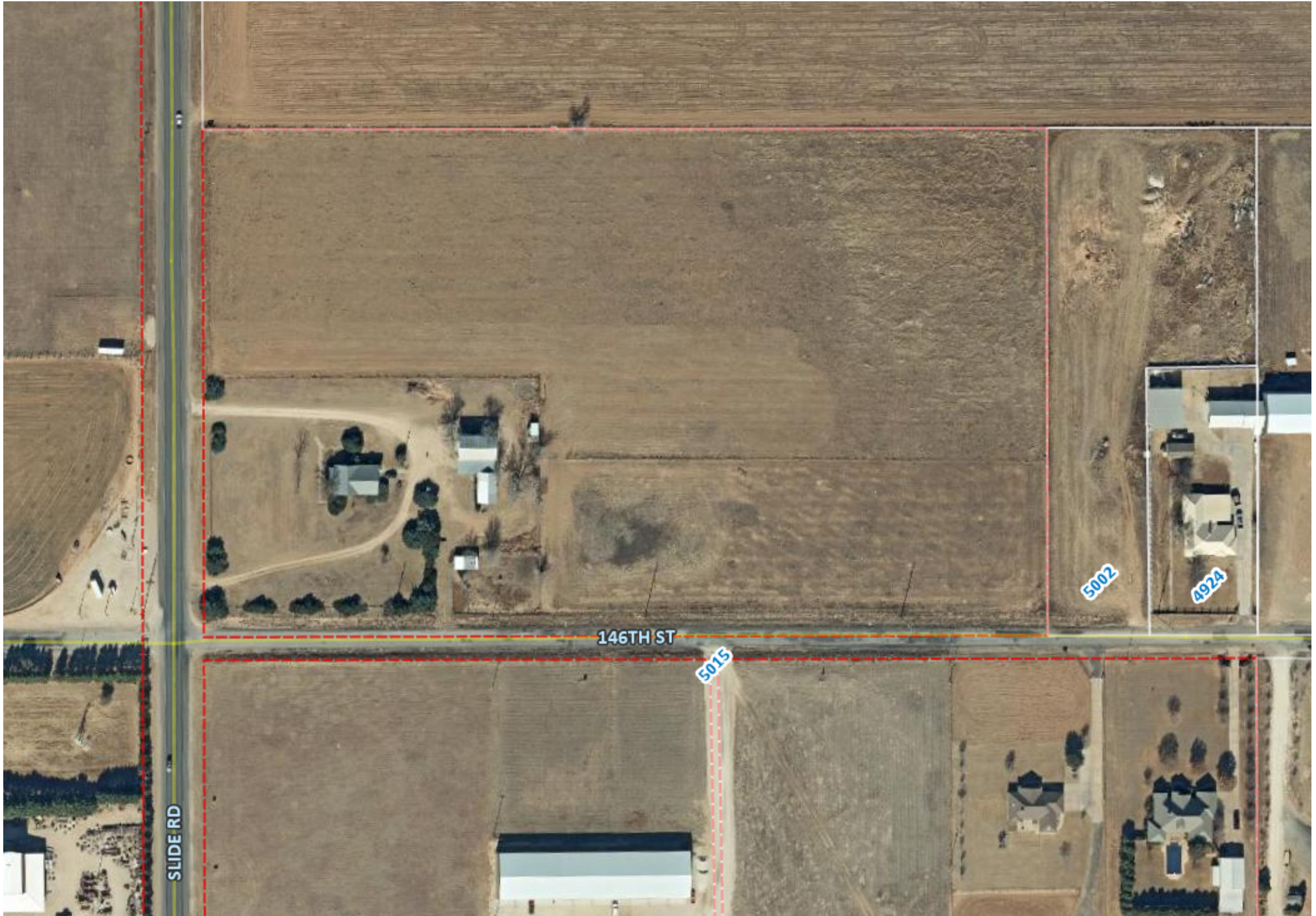
MISCELLANEOUS

Exhibit B

In addition to the services listed above, the City will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, not later than two and one-half years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half years after the effective date of the annexation, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

"Full municipal services" are services provided by the annexing municipality within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by any of the methods, policies, and ordinances by which it extends the services to any other area of the City. Accordingly, there may be costs incurred by the user in order to access certain services.

Aerial View of Subject Property





Regular City Council Meeting

8. 7.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 1st Reading - Police: Consider an ordinance amending Chapter 8, Article 8.04 of the Code of Ordinances of the City of Lubbock, Texas with regard to coin-operated machines; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

Because of the proliferation of crimes associated with game room activities, the Police Department has requested a change to Chapter 8, Article 8.04 of the Code of Ordinances, to address the regulation of game rooms and the ability of the Police Department to be a formalized part of the permitting process and enforcement of the ordinance.

Specifically, the Police Department will assist the City Secretary's Office in the verification and background of the applicant congruent with the requirements of the ordinance. Additionally, the Police Department will have the authority to immediately suspend the permit for up to thirty days, should violations of law or of this ordinance occur. The permit may be subject to revocation by the City Secretary for failure to comply with the requirements of the ordinance, or for conviction of the applicant, operator, or local agent for specific criminal offenses such as gambling, money laundering, drug offenses and crimes of moral turpitude. It can also be revoked upon the notification by the Police Department, Fire Department, Code Enforcement or Environmental Health Department, of the applicant or operator's failure to comply with the requirements of the ordinance.

There are formal requirements in the operation of the game rooms and on the premises for the business, including the prohibition of restricting the view of windows into the business and prohibiting the restriction of public access during business hours. There is also a requirement of unfettered access by officers of any law enforcement agency during business hours for the purpose of inspection or preservation of the peace, and a requirement that an inspection list of active employees be made available upon request. Additional requirements of a working telephone landline on the premises where machines are to be located, along with the business not being located within 300 feet of a school, church or hospital are included.

Fiscal Impact

None

Staff/Board Recommending

Gregory W. Stevens, Chief of Police

Attachments

Ordinance - Coin-Operated Machines

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 8.04 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO COIN-OPERATED MACHINES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock finds and determines that:

1. Between 2015 and 2018, the City of Lubbock has issued game room Operator's Permits and coin-operated machine decals as follows:
2015 – 53 permits and 2,275 decals
2016 – 41 permits and 1,997 decals
2017 – 41 permits and 1,965 decals
2018 – 47 permits and 2,700 decals
2. During the same time period, the Lubbock Police Department has encountered more than a 100% increase in calls and responses to locations operating game rooms as indicated below:
2015 – 129 calls
2016 – 127 calls
2017 – 189 calls
2018 – 273 calls
3. Law enforcement agencies in Lubbock executed search warrants on businesses displaying coin-operated machines, with probable cause to believe that illegal activities were being conducted involving the machines, including offenses set forth in Chapter 47 of the Texas Penal Code (Gambling); Chapter 34 of the Texas Penal Code (Money Laundering); Chapter 71 of the Texas Penal Code (Organized Crime).
4. In the course of these investigations, evidence of additional illegal activities were discovered, including offenses involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in Chapter 481 of the Texas Health & Safety Code; and crimes of moral turpitude.
5. The owners of businesses whose illegal gambling devices and assets have been seized by law enforcement agencies often reopen a game room and resume operating their illegal businesses, often at the same location.
6. The owners of illegal gambling businesses structure their businesses in ways which hinder law enforcement agencies trying to prevent, deter, or disrupt illegal gambling activities by shielding the identities of the actual owners of the businesses.

7. The owners of illegal gambling businesses take steps to delay, frustrate, or hinder the enforcement of Texas' gambling laws.
8. The owners of illegal gambling businesses attempt to launder the proceeds of their illegal activities to prevent those assets from being seized and forfeited by law enforcement agencies working on behalf of the State of Texas.
9. It is deemed to be in the best interests of the health, safety, and welfare of the citizens of Lubbock to adopt these regulations, NOW THEREFORE:

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

SECTION 1. THAT Chapter 8, Article 8.04 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Division 1. Generally

Sec. 8.04.001 Definitions

The following words, terms and phrases as used in this article are defined as follows:

Applicant means any person, firm, company, association, or corporation that applies for an Operator's Game Room Permit under this Article. The term "applicant" shall include each member of a partnership when the applicant is a partnership. If a member of the applicant partnership is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity which constitutes that member of the partnership applicant. The term "applicant" shall include each officer, director and holder of a ten-percent or greater interest of a corporation, firm or association when the applicant is a corporation, firm or association. If the holder of a ten-percent or greater interest in a corporation, firm or association applicant is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity which holds a ten-percent or greater interest in the corporation, firm or association which is the applicant. When a permit is issued under this article, the Applicant becomes the permit holder.

Chief of police means the chief of police of the City of Lubbock or his designated agent.

Coin-operated machine means every machine or device of any kind or character, which is operated by or with credits or points which have been purchased with anything of value, including coins, slugs, tokens, paper money, checks, credit or debit cards, or stored value cards, whether those points or credits are purchased directly at the machine or at a central station or terminal, or are transferred to the machine by means of an electronic or electromagnetic card. "Music coin-operated machines" and "skill or pleasure coin-operated machines" as those terms are hereinafter defined shall be included in such term.

Music coin-operated machine means every machine or device of any kind or character that dispenses or vends or that is used for dispensing or vending music and is operated by or with coins, metal slugs, paper money, tokens, checks, or credit or debit cards.

Operator means any person, firm, company, association, or corporation which exhibits, displays or permits to be exhibited or displayed, in a place of business, any coin-operated machine in the city.

Person includes any natural person, association of natural persons, trustee, receiver, partnership, corporation, organization, or the manager, agent, servant, or employee of any of them.

Service coin-operated machine means every pay toilet, pay telephone, and all other machines which dispense service only and not merchandise, music, skill, or pleasure.

Skill or pleasure coin-operated machine means every coin-operated machine of any kind or character whatsoever, when such machine or machines dispenses or are used or are capable of being used or operated for amusement or pleasure or when such machines are operated for the purpose of dispensing or affording skill or pleasure or for any other purpose other than the dispensing or vending of merchandise or music or service exclusively, as those terms are defined in this section.

Sec. 8.04.002 Illegal machines

Nothing contained in this article shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table or coin-operated machine, the keeping, exhibition, operation, displaying or maintenance of which is illegal or in violation of any article of the Penal Code of this state or the constitution of this state.

Secs. 8.04.003-8.04.030 Reserved

Division 2. Occupation Tax on Coin-Operated Machines*

Sec. 8.04.031 Fees - Amount; registration

- (a) Every Operator who exhibits or displays or who permits to be exhibited or displayed in the city any coin-operated machine shall pay an annual occupation tax on each coin-operated machine. All associated fees shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, a minimum fee of fifteen dollars (\$15) occupation tax per machine shall be required.
- (b) All occupation taxes for coin-operated machines are payable in advance. Prior to payment of the tax every Operator shall register each machine by make, model, and serial number with the city secretary or designated agent.
- (c) Every Operator shall register each spare circuit board or control module by make, model, and serial number with the city secretary or designated agent, although no additional occupation tax will be levied against circuit boards or control modules which

are not actually in service. Every Operator shall notify the city secretary or designated agent if and when the circuit board or control module for a coin-operated machine is placed into service.

Sec. 8.04.032 Exemptions

Gas meters, pay telephones, pay toilets, food vending machines, confection vending machines, beverage vending machines, merchandise vending machines, motor vehicle fuel pumps or recharging stations, and cigarette vending machines which are now subject to an occupation or gross receipts tax, stamp vending machines, and "service coin-operated machines," as that term is defined, are expressly exempt from the tax levied herein, and the other provisions of this article.

Sec. 8.04.033 Issuance and display of decal as evidence of payment

- (a) The decal issued by the city secretary to evidence payment of the tax levied herein shall be securely attached with its own adhesive to a fixed part of the coin-operated machine. The decal shall be affixed to the machine in a manner prescribed by the city secretary.
- (b) During the last quarter of each year, Operators shall pay the occupation tax, register the machines taxed, and receive a decal for each coin-operated machine to be within the city on January 1 of the following year.

Sec. 8.04.034 Sealing machine for nonpayment

The chief of police may seal any such machine upon which the tax has not been paid in a manner that will prevent further operation. The city secretary shall charge a fee of five dollars (\$5.00) for the release of any machine sealed for nonpayment of tax. The fee shall be paid to the city secretary by cashier's check or money order. It shall be unlawful to break the seal affixed in the name of the city or exhibit, display or remove from location any machine on which the seal has been broken.

Sec. 8.04.035-8.04.060 Reserved

Division 3. Operator's Game Room Permit*

Sec. 8.04.061 Required; fee; renewal

- (a) Any Operator whose business operates six (6) or more skill or pleasure coin-operated machines or any Operator whose principal business is the operation of skill or pleasure coin-operated machines, without regard to number, shall obtain an Operator's Game Room Permit from the city secretary.
- (b) All associated fees for obtaining an Operator's Game Room Permit shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, a minimum fee of five hundred dollars (\$500.00) for the administrative costs of processing the Operator's Game Room Permit shall be required.

- (c) Each time the location of a machine is changed, the Operator shall notify the city secretary of the change by filing an amendment to the Operator's Game Room Permit application within ten (10) days of the change.
- (d) An application for the renewal of an Operator's Game Room Permit must be made to the city secretary by December 31 of each year.

Sec. 8.04.062 Application

- (a) An Operator's Game Room Permit application may be obtained at the city secretary's office.
- (b) The Applicant shall be required to furnish the following information:
 - (1) The name of the Applicant's business and the address of the location where the machines are to be located.
 - (2) The date of birth and full legal name, including any and all names by which the person has been known during the last five (5) years, of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.
 - (3) If the Applicant is a corporation, the exact corporate name, state of incorporation and principal place of business for the corporation.
 - (4) The current residence address and telephone number of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.
 - (5) A copy of the driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.
 - (6) The name and home address of a Local Agent if the Applicant is not a resident of the City of Lubbock. If the Applicant is a resident of the City of Lubbock, the Applicant may serve as the Local Agent or designate a separate individual as the Local Agent. A copy of the Local Agent's driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application.
 - (7) All felony and misdemeanor convictions, except for Class-C traffic offenses, of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article, and of the Local Agent, including,

but not limited to, any of the offenses as described at section 8.04.064(d)(5) of this article.

- (8) The maximum number of skill or pleasure coin-operated machines to be located at the business.
 - (9) The landline telephone number for the address of the location where the machines are to be located.
 - (10) The application shall be signed under penalty of perjury by the applicant, attesting to the truth and accuracy of the information provided, including each document attached to the application.
- (c) Only one Operator's Game Room Permit may be issued for a single location.
 - (d) The Operator shall have a continuing duty, during the term of any Operator's Game Room Permit or renewal thereof, to notify the city secretary of any change in the information required to be submitted on the application for the Operator's Game Room Permit.
 - (e) Issuance of an Operator's Game Room Permit by the city secretary is contingent on the verification of the application information with assistance of other city departments as appropriate, including, without limitation, the police, planning and zoning, code enforcement, fire marshal, environmental health, and building inspection departments.

Sec. 8.04.063 Inspections

An Applicant or permit holder shall permit representatives of the police department, building inspection department, fire department, code enforcement department and environmental health department of the city to inspect the premises of the game room business for the purpose of ensuring compliance with the law and this ordinance at any time that the premises are occupied by one or more persons.

Sec. 8.04.064 Issuance or Denial

- (a) The chief of police shall investigate said application and the background of the Applicant. At his or her discretion, the chief of police shall be assisted in his investigation by the building official, environmental health officer, code enforcement officer, and/or the fire marshal. Within forty-five (45) days after receipt by the city secretary of the fully completed application for the permit, including all attachments or submissions as may be required, the chief of police shall report the results of the investigation to the city secretary.
- (b) Within sixty (60) days after receipt by the city secretary of the fully completed application for the permit, including all attachments or submissions as may be required, the city secretary shall inform the Applicant by certified mail, return receipt requested, or by email if elected by the Applicant, as to the approval or denial of said permit.

- (c) The city secretary shall issue a permit to the Applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless one or more of the following conditions exists:
- (1) The location of the game room business or enterprise is or would be in violation of chapter 40 of the Code of Ordinances of the City of Lubbock, Texas.
 - (2) The Applicant has failed to make full disclosure, or to supply all of the information requested on the application, or the application is otherwise incomplete.
 - (3) The Applicant has provided false, fraudulent or untruthful information on the application, or is attempting to acquire the permit under false pretenses.
 - (4) The application or the establishment or the venture does not meet one or more of the requirements of this article.
 - (5) The correct permit fee has not been tendered to the city and, in the case of a check or bank draft, honored with payment upon presentation.
 - (6) The structure, configuration or layout of the premises, as proposed by the Applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the city building, zoning, fire prevention and protection, and health ordinances and regulations.
 - (7) The Applicant or the manager or any other person principally in charge of the operation of the business is under eighteen (18) years of age, or is under twenty-one (21) years of age and the sale or consumption of alcoholic beverages would be an aspect of the venture.
 - (8) The Applicant has not demonstrated that the Applicant owns, leases or otherwise has or continues to have the lawful right to occupy and use the premises for the purpose stated in the application.
 - (9) The Applicant has been a permit holder, owner or an employee with managerial responsibilities for a game room business when the permit for such business has been denied or revoked, within two (2) years preceding the date of the application.
- (d) The city secretary shall not issue a permit to the Applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless:
- (1) The parking ratio of one parking space per fifty (50) square feet of gross floor area is provided on the development lot.

- (2) The legal description of the property of the business where the machines will be located is provided.
 - (3) The name of the owner of the property where the business is located is provided.
 - (4) A copy of the lease or rental agreement is provided, if the property is leased or rented.
 - (5) The Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article, and the Local Agent, has not been convicted of any offense set forth in Chapter 47 of the Texas Penal Code (Gambling); Chapter 34 of the Texas Penal Code (Money Laundering); Chapter 71 of the Texas Penal Code (Organized Crime); any offense involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in Chapter 481 of the Texas Health & Safety Code; or any crime of moral turpitude.
- (e) A business that existed on or before November 3, 1982, and has remained in continuous operation shall be permitted to obtain an Operator's Game Room Permit under this division without complying with subsection (d)(1), provided that no structural alterations are made except those required by law or ordinance. Compliance with subsection (d)(1) of this section shall be required when an exempted business is added to or enlarged. This requirement may be satisfied upon the granting of a variance by the zoning board of adjustment.
- (f) When a permit is issued to the Applicant, each person included within the definition of Applicant as set forth at section 8.04.001 of this article shall be considered to be a permit holder.

Sec. 8.04.065 Suspension

- (a) The chief of police may suspend a permit for a period not to exceed thirty (30) days if he determines that a permit holder or any employee of a permit holder has violated or is not in compliance with this article; or that a condition exists which would be grounds for denial of an application for a permit under this article.
- (b) The chief of police shall inform the permit holder by certified mail, return receipt requested, of the suspension of a permit and of the permit holder's right to appeal as set forth at section 8.04.067 of this article. Written notice of the suspension of a permit shall be posted in a conspicuous place on the business premises. The chief of police shall inform the city secretary of the suspension.

Sec. 8.04.066 Revocation

- (a) Any Operator's Game Room Permit issued under this division shall be subject to revocation by the city secretary for the following reasons:

- (1) The correct Operator's Game Room Permit fee has not been tendered to the city secretary, in the case of a check or bank draft, honored with payment upon presentation;
 - (2) Failure to comply with the requirements of this article.
 - (3) Operation of the coin-operated machines in a manner which violates the law.
 - (4) Any condition which would make the Applicant, Operator or Local Agent ineligible to receive an Operator's Game Room Permit, including, without limitation, conviction of any offense set forth in Chapter 47 of the Texas Penal Code (Gambling); Chapter 34 of the Texas Penal Code (Money Laundering); Chapter 71 of the Texas Penal Code (Organized Crime); any offense involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in Chapter 481 of the Texas Health & Safety Code; or any crime of moral turpitude.
- (b) The chief of police or any other representatives of the police department, building inspection department, fire department, code enforcement department and environmental health department of the city shall inform the city secretary of an Applicant's or Operator's failure to comply with the requirements of this article.

Sec. 8.04.067 Appeal of denial or revocation or suspension

Any Applicant or Operator whose Operator's Game Room Permit is denied or revoked pursuant to the provisions of this division may appeal such denial or revocation to the City of Lubbock Permit and License Appeal Board in accordance with chapter 2, article 2.03, division 3, section 2.03.071 et seq., of the Lubbock Code of Ordinances.

Secs. 8.04.068-8.04.070 Reserved

Division 4. Additional Requirements for Operators of Skill or Pleasure Coin-Operated Machines *

Sec. 8.04.071 Restrictions on Prizes

- (a) Any Operator who operates skill or pleasure coin-operated machines or any business whose principal business is the operation of skill or pleasure coin-operated machines, if such business awards any prizes or things of value, shall not:
- (1) operate the machines in violation of the law.
 - (2) award any prize which includes cash.

(b) Any Operator who operates skill or pleasure coin-operated machines or any business whose principal business is the operation of skill or pleasure coin-operated machines, if such business awards any prizes or things of value, shall:

(1) maintain for public inspection a contemporaneous list of any prizes to be awarded which includes the wholesale value of each prize or prize category.

Sec. 8.04.072 Premises and Operational Requirements

(a) The Operator shall not restrict the view into the area of the business in which the skill or pleasure coin-operated machines are located by obscuring any windows opening into the area with paint or opaque coverings.

(b) The Operator shall not restrict public access to enter the business through the use of locking mechanisms on the entry doors during regular business hours.

(c) The Operator shall permit the city secretary or designated agent, and officers of any law enforcement agency, to enter during regular business hours, for the purpose of inspection or for the preservation of the peace.

(d) The Operator shall maintain a list of current employees, including each employee's name, home address, and date of birth. The list is to be made available during regular business hours for inspection by the city secretary or designee, and law enforcement officers.

(e) The Operator shall maintain a working telephone landline on the premises where the machines are to be located.

Sec. 8.04.073 Prohibited Locations

No business exhibiting skill or pleasure coin-operated machines shall be located within 300 feet of a school, church, or hospital.

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 this ____ day of _____, 2019.

Passed by the City Council on second reading this ____ day of _____, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Gregory W. Stevens, Chief of Police

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

2019 Game Room Ordinance 3 4.19



Regular City Council Meeting

8. 8.

Meeting Date: 03/12/2019

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance amending Article 2.03 of the Code of Ordinances of the City of Lubbock, Texas, with regard to adjusting the term limits to three years and amending appointment and vacancy procedures to comport with City Council rules on boards, commissions and committees with regard to the Permit and License Appeal Board, the Lubbock Public Transit Advisory Board, the Lake Alan Henry Appeals Board, the Airport Board, the Board of Health, the Park and Recreation Board, the Water Board of Appeals, the Building Board of Appeals, the Planning and Zoning Commission, the Junked Vehicle Compliance Board, and the Animal Services Advisory Board.

Item Summary

On December 17, 2018, the City Council adopted Policies and Procedures for Boards and Commissions (2018-R0452) which went into effect January 22, 2019. This ordinance amendment will align the Permit and License Appeal Board, the Lubbock Public Transit Advisory Board, the Lake Alan Henry Appeals Board, the Airport Board, the Board of Health, the Park and Recreation Board, the Water Board of Appeals, the Building Board of Appeals, the Planning and Zoning Commission, the Junked Vehicle Compliance Board, and the Animal Services Advisory Board to be in conformance with the City's new policy. The policy allows for 3-year terms and establishes guidelines for attendance and vacancies. The above mentioned boards had conflicts with the newly adopted policy.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Boards and Commissions Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2.03 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADJUSTING THE TERM LIMITS TO THREE YEARS AND AMENDING APPOINTMENT AND VACANCY PROCEDURES TO COMPORT WITH COUNCIL RULES ON BOARDS, COMMISSIONS AND COMMITTEES WITH REGARD TO THE PERMIT AND LICENSE APPEAL BOARD, THE LUBBOCK PUBLIC TRANSIT ADVISORY BOARD, THE LAKE ALAN HENRY APPEALS BOARD, THE AIRPORT BOARD, THE BOARD OF HEALTH, THE PARK AND RECREATION BOARD, THE WATER BOARD OF APPEALS, THE BUILDING BOARD OF APPEALS, THE PLANNING AND ZONING COMMISSION, THE JUNKED VEHICLE COMPLIANCE BOARD, AND THE ANIMAL SERVICES ADVISORY BOARD; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

SECTION 1. THAT Section 2.03.072 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.072 Created; composition, terms of members

There is hereby created and established a board to be known and designated as the “permit and license appeal board” consisting of seven (7) members who shall be appointed by the city council. Of such membership, three (3) members shall have expertise in the following areas: one in law enforcement, one in transportation, and one in health. The members shall serve staggered terms, as has been heretofore established, which terms shall be for three (3) years. The board shall adopt its own rules of procedure, which shall not be inconsistent with the requirements of this division, and shall elect its chairman and vice-chairman, which officers shall serve one-year terms.

SECTION 2. THAT Section 2.03.113 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.113 Members' qualifications, tenure

The board shall be composed of seven (7) members, who shall be appointed by the city council. Appointments shall be for a term of three (3) years. All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office. In addition to the above board members, the general manager of any contracted transit management company and the city manager (or designee) shall be ex officio members of the board without a vote. In addition to the seven (7) members of the board, the board may appoint one (1) representative of the Texas Tech University Student Government Association as an ex officio member of the board without a vote.

SECTION 3. THAT Section 2.03.115 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.115 Vacancies

Vacancies of the board shall be administered in accordance with the city council policy regarding city boards, commissions and committees.

SECTION 4. THAT Section 2.03.155 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.155 Members, qualifications, tenure

The board shall be composed of seven (7) members, who shall be appointed by the city council. Appointments shall be for a term of three (3) years. Initial appointments shall be staggered with three (3) members receiving one-year initial terms as determined by the drawing of lots. At least four (4) members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office. Four members shall be property owners at Lake Alan Henry at the time of their appointment and during their term of office. In addition to the above board members, the director of water utilities (or designee) shall be an ex officio member of the board without a vote.

SECTION 5. THAT Section 2.03.157 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.157 Vacancies

Vacancies of the board shall be administered in accordance with the city council policy regarding city boards, commissions and committees.

SECTION 6. THAT Section 2.03.263 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.263 Members' qualifications, tenure

The airport board shall be composed of seven (7) members, who shall be appointed by the city council. Appointments shall be for a term of three (3) years or the remainder of an unexpired term. All members appointed shall be resident citizens of the city at the time of their appointment and during their term of office. In addition to the above board members, the mayor, or a member of the city council to be selected by the council, shall serve as an ex-officio member of the board.

SECTION 7. THAT Section 2.03.309 of the Code of Ordinances of the City of Lubbock is hereby deleted in its entirety.

SECTION 8. THAT Division 10 of Article 2.03 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Division 10. Park and Recreation Board

Sec. 2.03.341 Definition

For the purposes of this division, “the board” shall mean the park and recreation board of the City of Lubbock, Texas.

Sec. 2.03.342 Created

There is hereby created and established a board to be known as the park and recreation board of the City of Lubbock, Texas, in compliance with chapter 1, article II, section 22, of the charter of the city.

Sec. 2.03.343 Composition

The board shall consist of nine (9) members to be appointed by the city council. The city manager, director of parks and recreation, director of community facilities, director of planning and director of water utilities shall be ex-officio members without a vote.

Sec. 2.03.344 Appointments from technical fields

In order that the board have technical assistance in the planning and operation of its various programs, projects and activities, five (5) members of the board shall be appointed from technical fields, one (1) for each of the following groups, if possible:

- (1) Civil engineering.
- (2) Design and applied arts.
- (3) Park and recreation management, horticulture, landscape architecture, or a related field.
- (4) Any technical field appropriate to the Canyon Lakes Project or other park operations.
- (5) A person who has a knowledge, understanding or interest in the operation of a cemetery.

Sec. 2.03.345 Tenure

The members of the board shall be appointed by the city council and shall serve for terms of three (3) years.

Sec. 2.03.346 Conduct of meetings; officers; quorum

The board by majority vote shall annually elect from among its members a chairman who shall preside over the meetings of the board and a vice-chairman who shall act for the chairman during his absence. The chairman shall not be eligible to succeed himself more than one term. An election of officers of the board shall be held at the first regular meeting at which all members shall be present and thereafter as herein provided. The board shall adopt rules for the conduct of its meetings which shall provide for not less than one meeting each month. No action shall be taken by the board except by the affirmative vote of at least five (5) members, which shall constitute a quorum.

Sec. 2.03.347 Responsibility for personnel

No provision of this division shall be construed as delegating any authority to the board over any personnel or personnel policies and regulations, but the same shall and remain the sole responsibility of the city manager.

Sec. 2.03.348 Duties

(a) The park and recreation board shall be an advisory board to the city council and shall make recommendations to the city council in all matters pertaining to cemeteries, and in the areas of expansion and operational policies as well as all other matters in its opinion necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic, businesslike development of park and recreation facilities and programs and related art items for the city, except the naming of park and recreational areas which shall remain the responsibility of the city council after receipt of the recommendation of the board.

(b) The park and recreation board may recommend to the city council such fees as may be needed in the opinion of the board for certain park and recreational facilities when it is determined by the city council that a part or all of the costs for a particular facility or activity should be paid by the user thereof. In addition, the board may recommend to the city council contracts for the operation of concessions located on park land or within recreational facilities as deemed appropriate by the city council. The board shall be further responsible for formulating such rules and regulations as may be necessary for the government of their actions, proceedings, and time and place of meetings; however, such rules and regulations shall not be in contradiction of any laws of the state, and provision of this code or other ordinance of the city or of any city council regulation or policy.

(c) The park and recreation board shall have, in addition to the above responsibilities, the duty to hear appeals from orders of the director of parks and recreation with regard to diseased trees under article 14.06 of chapter 14 of this code, and to render decisions in such appeals, which decisions shall be further appealable to the city council.

(d) The park and recreation board shall study, investigate, counsel and advise the parks and recreation manager in developing and/or updating a written plan for the care,

preservation, pruning, planting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan will be presented to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree plan for the City of Lubbock, Texas. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

Sec. 2.03.349 Provisions cumulative

The provisions of this division shall be cumulative of all other ordinances of the city on the same or similar subject matter

Secs. 2.03.350–2.03.380 Reserved

SECTION 9. THAT Section 2.03.381(b) of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.381 Established

- (b) The director of public works or his/her designee shall be the ex-officio member and shall act as secretary for the board. The water board of appeals shall be appointed by the governing body of the city. Persons appointed to such positions shall serve for a term of three (3) years, or until such time as their successors are appointed. A simple majority of the water board of appeals shall constitute a quorum.

SECTION 10. THAT Section 2.03.491 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.491 Establishment and membership

In order to hear and decide appeals of orders, decisions or determinations made by the building official or fire marshal relative to the application and interpretation of the technical construction and fire prevention codes, and to hear and decide on matters related to the permitting, licensing, or registration of individuals or entities subject to said codes, and to determine suitability of alternate materials and methods of construction, there shall be and is hereby created a board of appeals. Except as specifically noted below, the board of appeals shall consist of eleven (11) members who are qualified by experience and training to pass upon matters pertaining to the design, construction and use of buildings. Members of the board of appeals shall be appointed by the city council and shall hold office for a term of three (3) years and until their successors are qualified. Consistent with the membership set forth below, the presently constituted board members shall continue in their offices for their regular terms. The membership of the board of appeals shall include representatives from the following areas of expertise:

- (1) A member of the West Texas Home Builders Association;

- (2) An active architect;
- (3) An active structural engineer;
- (4) An active commercial contractor;
- (5) An active realtor;
- (6) An active master plumber;
- (7) An active master electrician;
- (8) An active mechanical contractor with a class A license;
- (9) Three (3) Lubbock citizens at large who are not associated with the construction or real estate industry; and
- (10) Two (2) Lubbock citizens at large, not associated with the construction industry, who shall be available as alternate members for the purpose of establishing a quorum in accordance with section 2.03.494.

SECTION 11. THAT Section 2.03.526 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.526 Terms of members

The members of the commission shall be appointed by the city council and shall serve for terms of three (3) years.

SECTION 12. THAT Section 2.03.593 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.593 Members; qualifications; tenure

The board shall be composed of five (5) members, who shall be appointed by the city council and shall have officer of the city status. Initially, three members shall be appointed to two-year terms and two members shall be appointed to one-year terms. Future appointments shall be for a term of three (3) years. All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office.

SECTION 13. THAT Division 18 of Article 2.03 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Division 18. Animal Services Advisory Board

Sec. 2.03.631 Established

- (a) There is hereby created an animal services advisory board. The board shall be composed of nine (9) persons with the following qualifications: one licensed veterinarian; one animal welfare organization representative; one city official, one city animal shelter employee and three (3) at-large persons. Persons appointed to such positions by the city council shall serve for a term of three (3) years.

- (b) The board shall meet at least three (3) times each year and shall perform the following duties:
 - (1) In an advisory capacity to assist the City of Lubbock in complying with the terms of the Texas Health and Safety Code, as amended; and

 - (2) In an advisory capacity assist the city in establishing procedures applicable to the city's animal services program.

SECTION 14. 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 15. 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 _____.

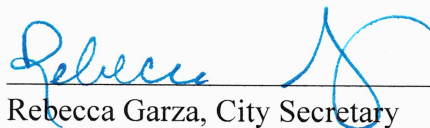
Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Regular City Council Meeting

8. 9.

Meeting Date: 03/12/2019

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Planning and Zoning Commission and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Planning and Zoning Commission and the Zoning Board of Adjustment.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.
