

PLANNING AND ZONING COMMISSION AGENDA
Tuesday, April 11, 2023– 5:30 P.M.
WOLFFORTH CITY HALL
COUNCIL CHAMBERS
302 MAIN STREET
WOLFFORTH, TEXAS

The order of these agenda items may be changed. The Planning and Zoning Commission may discuss and/or take action on each of the following items:

Call Meeting to Order

Public Comment

This is an opportunity for the public to address the Planning and Zoning Commission regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the public comment sign in sheet and state his/her name and city of residence before speaking. Speakers shall address the Planning and Zoning Commission with civility that is conducive to appropriate public discussion. Speakers can address only the Planning and Zoning Commission and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

Items for Individual Consideration

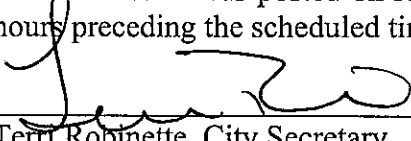
- 1. Consider and take appropriate action on appointment of Chairman**
- 2. Consider and take appropriate action on minutes from March 14, 2023**
- 3. Consider and take appropriate action on a Public Hearing to consider a request for a conditional use for Multifamily Housing on property currently zoned Commercial District (C3) at BLK AK Sec 25 AB 246 TR NE 5 Less W25' of E55' - 19.278 acres Lubbock Central Appraisal District R309132 and BLK AK Sec 25 AB 246 TR NE 8 - 4.91 acres Lubbock Central Appraisal District R309135**
- 4. Consider and take appropriate action on a conditional use permit for Multifamily Housing on property zoned Commercial District (C3) at BLK AK Sec 25 AB 246 TR NE 5 Less W25' of E55' - 19.278 acres**
- 5. Consider and take appropriate action on Public Hearing concerning an amendment to the Wolfforth Zoning Ordinance Section 205 – Conditional Use Review**
- 6. Consider and take appropriate action on Ordinance concerning Conditional Use Permit Process**
- 7. Adjourn**

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 806-855-4120, or e-mail at citysecretary@wolfforthtx.us for further information.

CERTIFICATION

Dated this 6th day of April 2023.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning and Zoning Commission of the City of Wolfforth, Texas is a true and correct copy of said notice that has been posted at City Hall of the City of Wolfforth, Texas, in a place convenient and readily accessible to the general public at all times, and said notice was posted on April 6, 2023 by 8:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of such meeting.



Terri Robinette, City Secretary

Date Notice Removed

**MINUTES OF A REGULAR MEETING
PLANNING AND ZONING COMMISSION OF WOLFFORTH, TEXAS
302 Main Street, WOLFFORTH, TX
Monday, March 14, 2023, 5:30 p.m.**

MEMBERS PRESENT: Steve Haynes, Charlotte McDonald, Robert Garcia, Kyle Reeves

MEMBERS ABSENT: Russell Dabbs, Reagan Stewart

OTHERS PRESENT: City Manager Randy Criswell; City Secretary Terri Robinette;

Chairman Haynes opened the meeting at 5:34 p.m.

1. No comments were given during Public Comment
2. Motion by McDonald, second by Garcia to approve the minutes from December 13, 2023. Motion carried unanimously.
3. Motion made by Reeves, second by McDonald to direct staff to clarify square footage of Pylon signs to 150 square feet per side and to have the City Attorney draft a Special Use Permit process which includes a request to the Planning and Zoning Commission as the first step and for staff to take this amended Ordinance to the Council for consideration. Motion carried unanimously.
4. Motion made by Haynes, second by Reeves to schedule a public hearing at the April 11 Planning and Zoning Commission meeting regarding the Conditional Use Permit Process. Motion carried unanimously.
5. With no other business to come before the Commission, Motion made by McDonald, second by Reeves to adjourn the meeting. Motion carried unanimously and the meeting adjourned at 6:07pm.

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL, 2023.

ATTEST:

Robert Garcia, Co-Chairman

Terri Robinette, City Secretary

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on request from MKB Development Group for a Conditional Use Permit for construction of a multi-family development in a C3 (Commercial) zone

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

We have received a request for a Conditional Use Permit for a multi-family development within a C3 Commercial Zone. Our Zoning Ordinance prohibits residential use in a C3 Zone without a Conditional Use Permit. A copy of Section 205 of the pertinent section of the Zoning Ordinance is included with this commentary.

This is not a completely new request, but more of an amended and restated request. Here is a brief history as I understand it: On December 14, 2021 the Planning and Zoning Commission voted to approve a Conditional Use Permit for this project, which expired 12 months later, resulting in a requirement to start the process all over. A general description of the project **as presented to the P & Z in December 2021:**

- 240 unit gated luxury apartment complex
- Highway frontage to be retained for commercial development
- Trader Joe's has expressed interest in being the commercial "anchor"
- Will include property for a 6,000-10,000 sf retail anchor store (Trader Joe's)
- Will include an additional 8 to 10 commercial store fronts for lease

The applicant, MKB Development Group, sent a letter to us dated March 13, 2023, asking for an extension. A copy of that letter is attached. As you can see in that letter, the applicant states that they have now secured HUD Financing and go on to state "not low income". The letter also states that HUD has requested a letter of support from the City. Their request for an extension was denied.

On March 21, 2023, we met with Mr. Derek Balzano and Mr. Terry Gardner, representing the development. They informed us that the project was the same as it had been described in 2021, except the project construction would now be funded by HUD. I advised them that I didn't feel any type of low income or subsidized housing was a need in Wolfforth. They stated the HUD financing was simply a construction loan, had no low income component or stipulations, and placed no obligations on the project except:

- they would have to build additional handicapped units as a HUD requirement, and
- the construction specifications would have to comply with HUD specifications, which would result in a higher quality of construction than our building standards.

I inquired as to the status of the Trader Joe's anchor they had mentioned in 2021 and they told me Trader Joe's could still be a part of the project if enough people expressed support.

Since that meeting, we have received a substantial amount of information. Here is a link to a Google Drive file that has been provided by the applicant:

https://drive.google.com/drive/folders/1SRqN2qW9TbJA_OOeVEki8c4NjPh32uPU

Your packets as prepared contain less information for the sake of convenience.

In general, the revised request includes a gated luxury apartment complex as shown in the attached information. The HUD financing component is from the construction lending program (HUD 221(d)4). We have included information provided by the applicant regarding this program.

In my opinion, this is not the same project for which a Conditional Use Permit was granted 16 months ago for two very specific and important reasons. One, there is now a HUD component, and two, Trader Joe's was only mentioned when I brought it up. I also believe it's worth noting this development does not conform to the City of Wolfforth's Comprehensive Land Use Plan, which designates this area for commercial development.

Notices were sent to property owners within 200', and as of the date of the preparation of this packet, we have received no responses except an email from George McMahon (attached) which states a qualified support for the project "As long as it's not some kind of government subsidized housing..."

EXHIBITS

Included in your packet:

- Letter from MKB dated March 13, 2023 requesting extension
- The current land use plan adopted by the City Council on April 5, 2021, a map of the area being considered, and pictures of the surrounding businesses.
- Section 205- Conditional Use Review from the City's Zoning Ordinance along with the Zone Use Table for reference.
- Copy of the notice that was mailed to surrounding landowners
- Proposed site details of the development.

ACTION

You have the following options for action tonight:

- Table the item and request additional information (if so desired)
- Deny the application – this will result in an automatic appeal to the City Council
- Approve the application
- Approve the application contingent on approval of the City Council

It is important to note that the letter of support requested by HUD can only be authorized by the City Council.



MKB Development – The Element At Wolfforth
23.93AC Multifamily Development

CITY OF WOLFFORTH, TEXAS

THE ELEMENT AT WOLFFORTH, “Conditional use approval”

To whom it may concern,

March 13, 2023

On February 10, 2022, MKB Development group received a “Conditional Use Approval” for a multi-family project here in Wolfforth, we are looking to provide an update on the project and request approval for an extension.

We were unexpectedly delayed due to unforeseen financial market issues. Our Broker ended up taking us down the path of HUD Financing (not low income) which provided 85% of our construction costs at 5.5 % interest for 40 yrs. So that brought us back to life. HUD has as well has requested a letter of support from the city and we humbly request that in addition to the “extension”.

Updated Costs of Construction is \$61,500,000.00 and we are excited to break ground this June and to be able to bring jobs and revenue to the area along with many decades of tax income for the City.

Any Further information and or questions please feel free reach out, I will be more then happy to have a conversation.

Best Regards,

Derek V. Balzano
Vice President
MKB Development Group

ORDINANCE NO. 563

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH ADOPTING AN UPDATED FUTURE LAND USE PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wolfforth adopted its Comprehensive Land Use Plan on July 15, 2009, which contains the current Future Land Use Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the City to update its future land use plan; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, THAT:

Part 1. Enacted.

THAT City of Wolfforth Future Land Use Plan is hereby amended by repealing the current Master Thoroughfare Plan and adopting the Future Land Use Plan attached hereto as Exhibit A.

Part 2. Severability.

If any section, sub-section, clause, phrase, or portion of this Ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase, or portion shall be deemed to be a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Part 4. Open Meetings

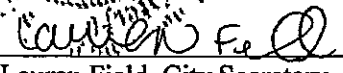
That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

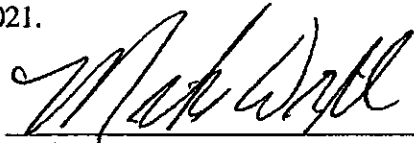
Part 5. Effective Date.

This Ordinance shall be in force and effect upon its passage and adoption by the City Council.

PASSED and ADOPTED this 5th day of April 2021.

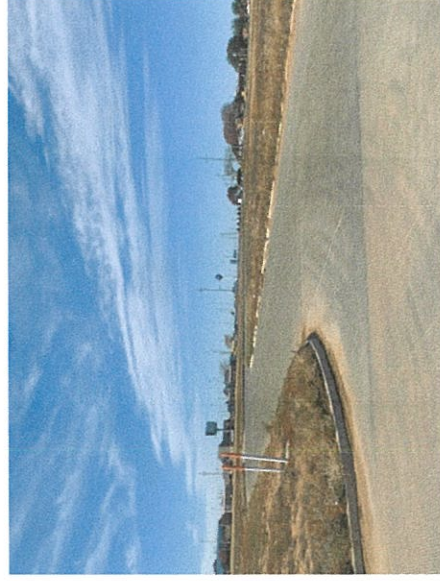
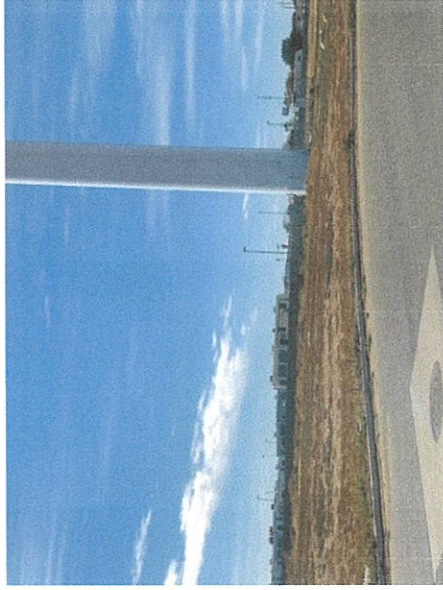



Lauren Field, City Secretary



Michael Wright, Mayor
City of Wolfforth, Texas

Patel Business Park
Hwy 62/82 and Patel Drive



Sec. 205. Conditional Use Review

1. Who May File

An application for conditional use approval shall be submitted by the owner or agent authorized by affidavit to act on the owner's behalf, unless initiated by City officials ordinarily authorized to initiate amendments to the zoning map.

2. Submission of Application

A complete application shall be submitted to the City Administrator, along with the appropriate fee. The City Administrator may require an application for conditional use approval to be accompanied by a site plan of existing and proposed development of the affected site.

3. Applicable Development Standards

Unless otherwise specified in this Zoning Ordinance, no conditional use approval shall be granted for any use that does not conform to standards of the district in which it is located. Each conditional use shall also be subject to any specific use requirements set forth in Articles 3 through 5.

4. Review by City Administrator

After determining that the application is complete, the City Administrator shall place the request on a meeting agenda for consideration by the Planning Commission.

5. Hearing and Action by Planning Commission

- a. The Planning Commission shall, after appropriate notice, conduct a public hearing on each request for approval of a conditional use.
- b. At the public hearing, the Planning Commission shall consider the application, any pertinent comments by the City staff, and relevant support materials and public testimony given at the public hearing.
- c. After the close of the public hearing, the Planning Commission shall approve the request, approve the request with additional conditions, or deny the request. The Planning Commission may attach such conditions to a conditional use approval as are necessary to prevent or minimize adverse effects on other property in the neighborhood, including, but not limited to: limitations on size, bulk and location, provision of adequate ingress and egress, duration of conditional use approval, and hours of operation for the specific allowed activity.

6. Conditional Use Approval Criteria

Approval of a conditional use by the Planning Commission shall be based upon the following criteria:

- a. Impacts Minimized. Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.
- b. Consistent with Zoning Ordinance. Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.
- c. Compatible with Surrounding Area. Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject land.
- d. Effect on Natural Environment. Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.
- e. Community Need. Whether and the extent to which the proposed conditional use addresses a demonstrated community need. Zoning Ordinance - Wolfforth, Texas 12
- f. Development Patterns. Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community.

7. Expiration of Conditional Use Approval

- a. All conditional use approvals issued shall be subject to the requirement that the property for which the approval was issued must actually acquire a building permit for the approved use within 12 months from the granting of the conditional use approval, provided that the City Administrator, with significant evidence that the designated use cannot be realistically implemented with due diligence within that time period, may grant a longer period of time, but in no event shall such extension period exceed an additional 12 months.
- b. If the designated use is not made of the property within the time limitation granted, the conditional use approval shall be cancelled and revoked and be of no effect.

8. Appeal

- a. Appeal of the Planning Commission's decision on conditional use approval shall be made within 10 days of the final action by the Planning Commission, to the City Council. The appeal shall be in writing, submitted to the City Administrator and processed in accordance with Sec. 210: Appeals.
- b. In considering such an appeal, the City Council shall review the decision in light of the Comprehensive Plan, this Zoning Ordinance, the Official Zoning Map, and any other land use policies adopted by the Planning Commission or City Council, whichever are applicable. The City Council shall modify or reject the decision of the Planning Commission only if it is not supported by substantial competent evidence or if the Planning Commission's decision is contrary to the Comprehensive Plan, this Zoning Ordinance or the Official Zoning Map.



March 27, 2023

Dear Property Owner:

You have received the enclosed notice because your property is located within two hundred feet (200') of property for which the City of Wolfforth has received an application for a Conditional Use Permit. The application is for the construction of a multi-family complex, which is not allowed within the current zoning unless a Conditional Use Permit is granted. Your property is **not** part of the actual zone case. The dark blue area on the enclosed map indicates the approximate area of the property under consideration for the Conditional Use Permit, and the dashed line represents properties that are within the notification area.

A Public Hearing before the Planning and Zoning Commission has been scheduled (see attached for details) for the purpose of receiving comments from the surrounding property owners, and we encourage you to do so, either in person or in writing prior to the meeting. All comments are provided to the decision-making bodies and are appreciated. Silence is considered consent.

Please feel free to call City Hall at 806-855-4120 or email kgroves@wolfforthtx.us if you have any questions. Please submit any comments by mail or email.

Sincerely,

Kimberlea Groves
Department of Development Services

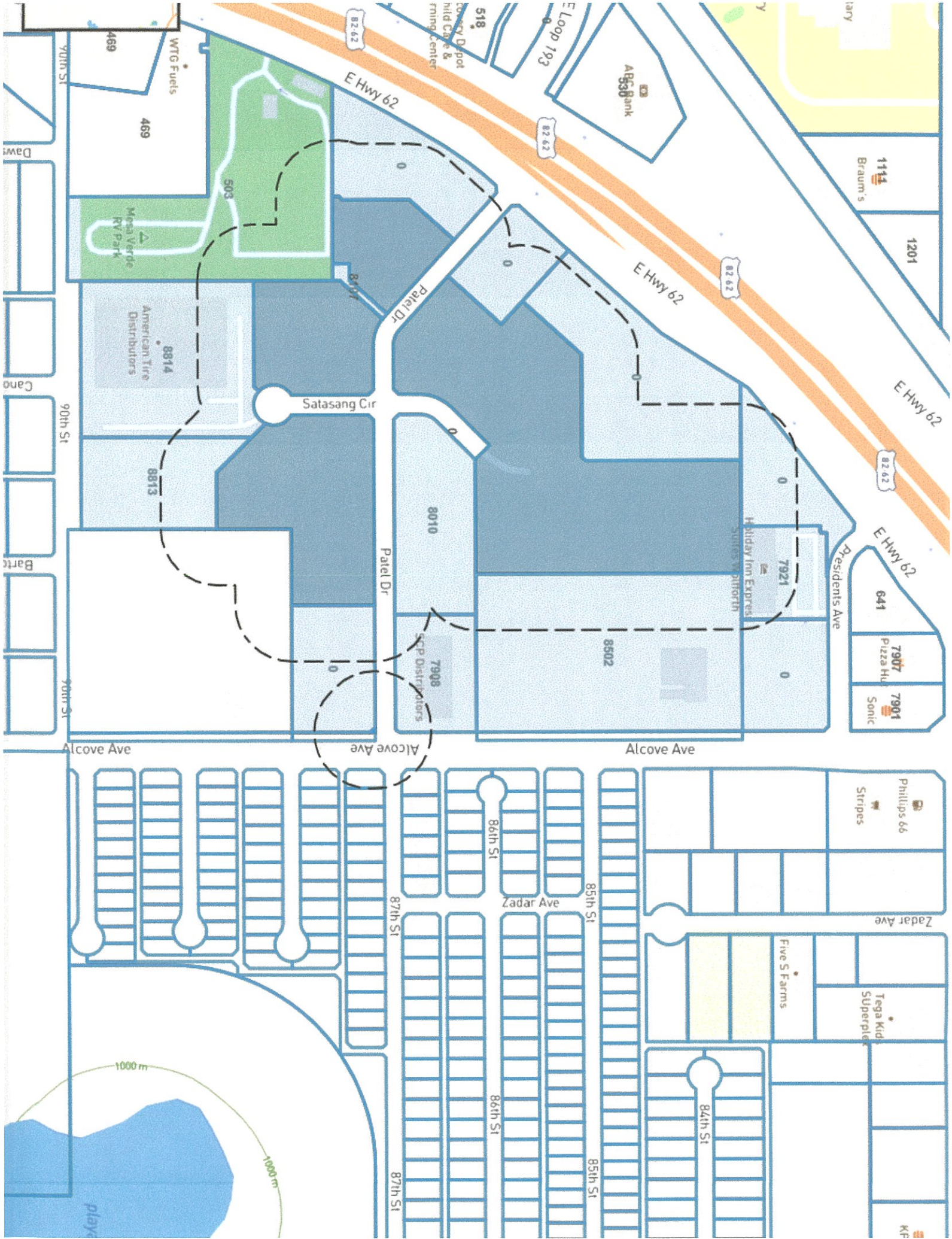
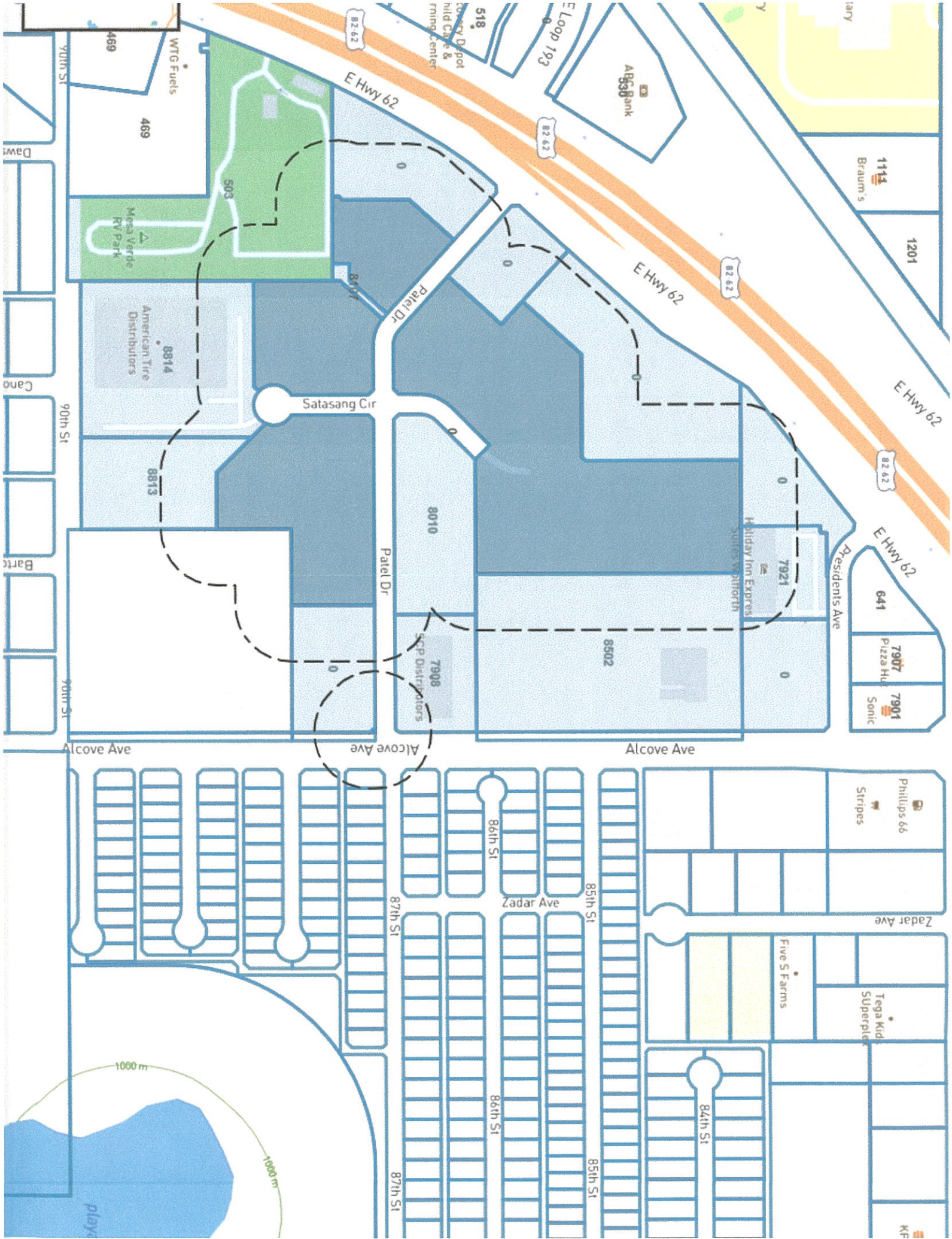
Enclosures: Public Hearing Notice, Zoning Map, Site Plan

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Wolfforth Planning and Zoning Commission will meet on April 11, 2023, at 5:30pm in the City Hall Meeting Room, 302 Main Street, Wolfforth, Texas to hold a public hearing and take public comments regarding a Conditional Use Permit Request for the construction of a multi-family complex, which is not allowed within the current zoning, at BLK AK SEC 25 AB 246 TR NE 5 LESS W25' OF E55' ACS: 1.727 (between US 62/82 and Alcove Avenue and south of 82nd Street.)

At said time and place all such persons shall have the right to appear and be heard.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 806-855-4120 or email at city.secretary@wolfforthtx.us for further information.





Building Quantity	Units in Building	Total Units
1	12	12
1	8	8
1	5	5
16	6	96
14	4	56
15	3	45
11	2	22
Total Unit Count		244

SCHEDULE OF UNITS									
Tan	A-1	1	bed	1	bath	801	sq. ft.	qty	26
Green	B-1	2	bed	2	bath	1,200	sq. ft.	qty	66
Grey	B-2	2	bed	2	bath	1,248	sq. ft.	qty	34
Blue	C-1	3	bed	2 1/2	bath	1,350	sq. ft.	qty	38
Blue	C-1	2	bed	2	bath	1,196	sq. ft.	qty	19
Blue	C-1(b)	3	bed	2 1/2	bath	1,942	sq. ft.	qty	7
Tan	C-2	3	bed	2 1/2	bath	1,550	sq. ft.	qty	36
Tan	C-2	2	bed	2	bath	1,256	sq. ft.	qty	18



In this packet you will find documents pertaining to a proposed subdivision-The Element at Wolfforth.

Included are:

- Architect Renderings
- Site Plan
- Site Plan (2)
- Project Costs
- HUD Financing Sec 221(D)(4) definitions
- Letter from the Community Preservation Corporation re: HUD

I am also providing a link below to the full presentation provided by the developer for you to review if you should wish to.

https://drive.google.com/drive/folders/1SRqN2qW9TbJA_OOeVEki8c4NjPh32uPU

Thank you for continuing to help keep Wolfforth 'The place to be'.

Sincerely,

Kimberlea Groves

Planning and Development

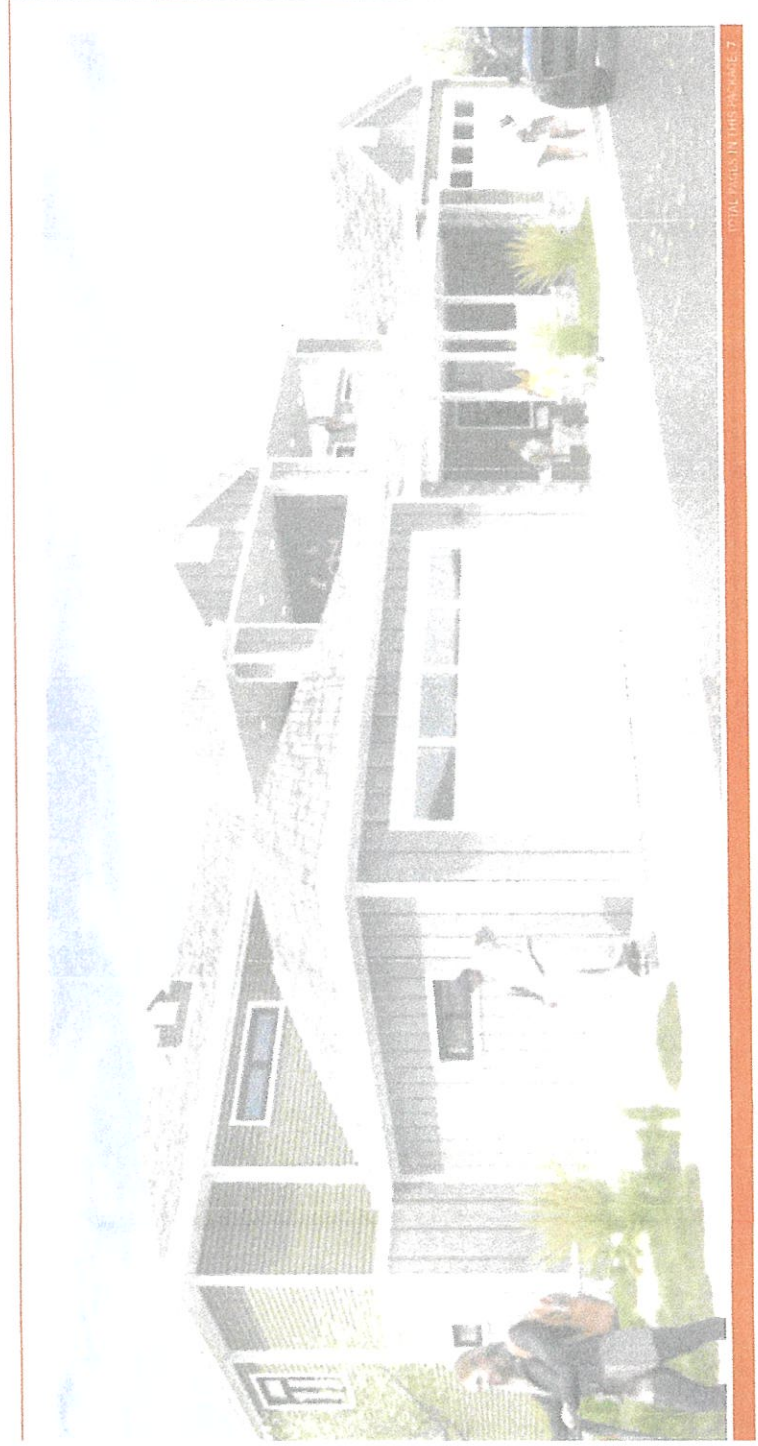


THE ELEMENT AT WOLFORTH
MULTI-FAMILY RESIDENTIAL

WOLFORTH, TEXAS

CONCEPTUAL DESIGN
PHX21-0127-00
03.22.2022

WARE MALCOMB





View at Street

A1 PROTOTYPE

THE ELEMENT AT WOLFFORTH
WOLFFORTH, TEXAS - PHX21-0127-00

The conceptual design is based upon a preliminary review of requirement requirements and is intended to provide a general overview of the project. It is intended to provide a general overview of the project and is not intended to be used for any other purpose. It is intended to provide a general overview of the project and is not intended to be used for any other purpose. It is intended to provide a general overview of the project and is not intended to be used for any other purpose.





View at Rear

A2 PROTOTYPE

THE ELEMENT AT WOLFORTH
WOLFORTH, TEXAS - PHX21-0127-00

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Site shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.



WARE MALCOMB

03.18.2022

PAGE 3



Street Elevation

This conceptual design is based upon a preliminary review of entitlement requirements and an unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signs shown are for illustrative purposes only and does not necessarily reflect municipal code compliance. All other shown are for representative purposes only. Refer to material samples for actual color verification.

A1 PROTOTYPE
 THE ELEMENT AT WOLFFORTH
 WOLFFORTH, TEXAS - PHX21-0127-00



View at Street

This conceptual design is based upon a preliminary review of relevant requirements and an anticipated preliminary design. It is intended to provide a general impression of the project and is not intended to be used for construction. It is intended to provide a general impression of the project and is not intended to be used for construction. It is intended to provide a general impression of the project and is not intended to be used for construction.

C1 PROTOTYPE
THE ELEMENT AT WOLFORTH
WOLFORTH, TEXAS - PHX21-0127-00



View at Rear

B2 PROTOTYPE

THE ELEMENT AT WOLFORTH
WOLFORTH, TEXAS - PHX21-0127-00

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Sketches shown are for illustrative purposes only and do not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.



WARE MALCOMB

03.18.2022

PAGE
6



Street Elevation

C1 PROTOTYPE

THE ELEMENT AT WOLFORTH
WOLFORTH, TEXAS - PHX21-0127-00

This conceptual design is based upon a preliminary review of entitlement requirements and on unperfected and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.





6/10/22

ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS



COXDIRKSARCHITECTS.COM



6/10/22

GENERAL NOTES

SHEET NOTES

A NEW SHOPPING CENTER FOR
DESIGN PLUS WEST, LLC
WOLFORTH TEXAS



ARCHITECTS PC
8101 W. 14TH STREET, SUITE 100
FARMERS BRANCH, TEXAS 75440
TEL: 972.444.1234 FAX: 972.444.5678
WWW.COOPERARCHITECTS.COM

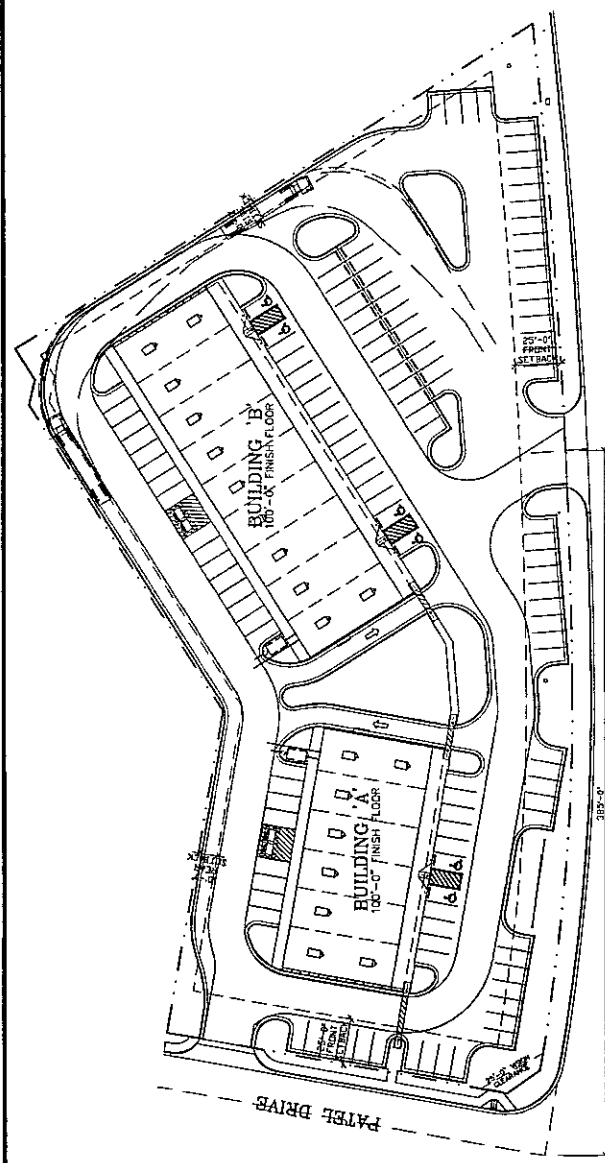
PROJECT NO. 2021-02
SHEET: SD1
DATE: 06/14/2022
REVISED

SHEET LEGEND

NEW 4" THICK CONC. PAD REINFORCED WITH 8# 14" X 14" W/RT.	EXISTING LINE
WATER LINE	NEW LINE
GAS LINE	NEW LINE
SEWER LINE	NEW LINE
STORM LINE	NEW LINE
ELECTRIC LINE	NEW LINE
EVA. GRADE	

SITE DATA

SITE DESCRIPTION	BLK. 24, SEC. 25, AB. 245, TR. N.E., LUBBOCK COUNTY, WOLFORTH, TEXAS.
ADDRESS	--- E HWY 62-82
ZONED	C-3 (COMMERCIAL)
OCCUPANCY	H (MERCANTILE)
BUILDING AREA	7,408 S.F.
BUILDING 'A'	11,000 S.F.
BUILDING 'B'	17,000 S.F.
TOTAL	28,000 S.F.
BUILDING HEIGHT	21'-0"
IMPERVIOUS AREA	--- S.F.
PERVIOUS AREA	17,000 S.F.
LANDSCAPING REQUIREMENTS	9,185 SQ. FT.
LANDSCAPE PROVIDED	13,465 SQ. FT.
PARKING REQUIREMENT (1:200)	100 SPACES
PARKING PROVIDED	126 SPACES
ACCESSIBLE REQUIRED	5 SPACES



U.S. 62 FRONTAGE ROAD

SITE AND ROOF PLAN 01
1/8"=1'-0"

THESE DRAWINGS ARE PREPARED BY THE ARCHITECT FOR THE DESIGN PLUS WEST, LLC. THE ARCHITECT HAS CONDUCTED VISUAL VERIFICATION OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT. THE ARCHITECT HAS NOT CONDUCTED ANY OTHER INVESTIGATION OF THE SITE OR THE PROPOSED DEVELOPMENT. THE ARCHITECT HAS NOT CONDUCTED ANY OTHER INVESTIGATION OF THE SITE OR THE PROPOSED DEVELOPMENT. THE ARCHITECT HAS NOT CONDUCTED ANY OTHER INVESTIGATION OF THE SITE OR THE PROPOSED DEVELOPMENT.

A NEW SHOPPING CENTER FOR



PROJECT NO. 928-22

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DATE: 08/14/2022

SHEET NOTES

- 2400000 PLATED TELEPHONE KEYS MOUNTED ON WALL, REF. ELECTRICAL.
ELECTRICAL PANEL, REF. ELECTRICAL.
OVERHEAD AND DOWN DASHED.
ALUM. THRESHOLD TO MEET ADA & T&E REQUIREMENTS.
STRUCTURAL COLUMN, REF. FINISH PLAN.
LAMPED FIRE EXTINGUISHER, IN 4017 BRACKET.
NOTAL WATER MAIN ENTRY, ABOVE SERVICE, HOOKED
DOWN, NOEL. WITH RECEIVED PLANTING KIT, IN CHIT OF LUMBER
REQUIREMENTS. CONTACT FIRE MAINTAIN'S OFFICE FOR KETING
REQUIREMENTS.

GENERAL NOTES

- [illegible]

WALL TYPE LEGEND

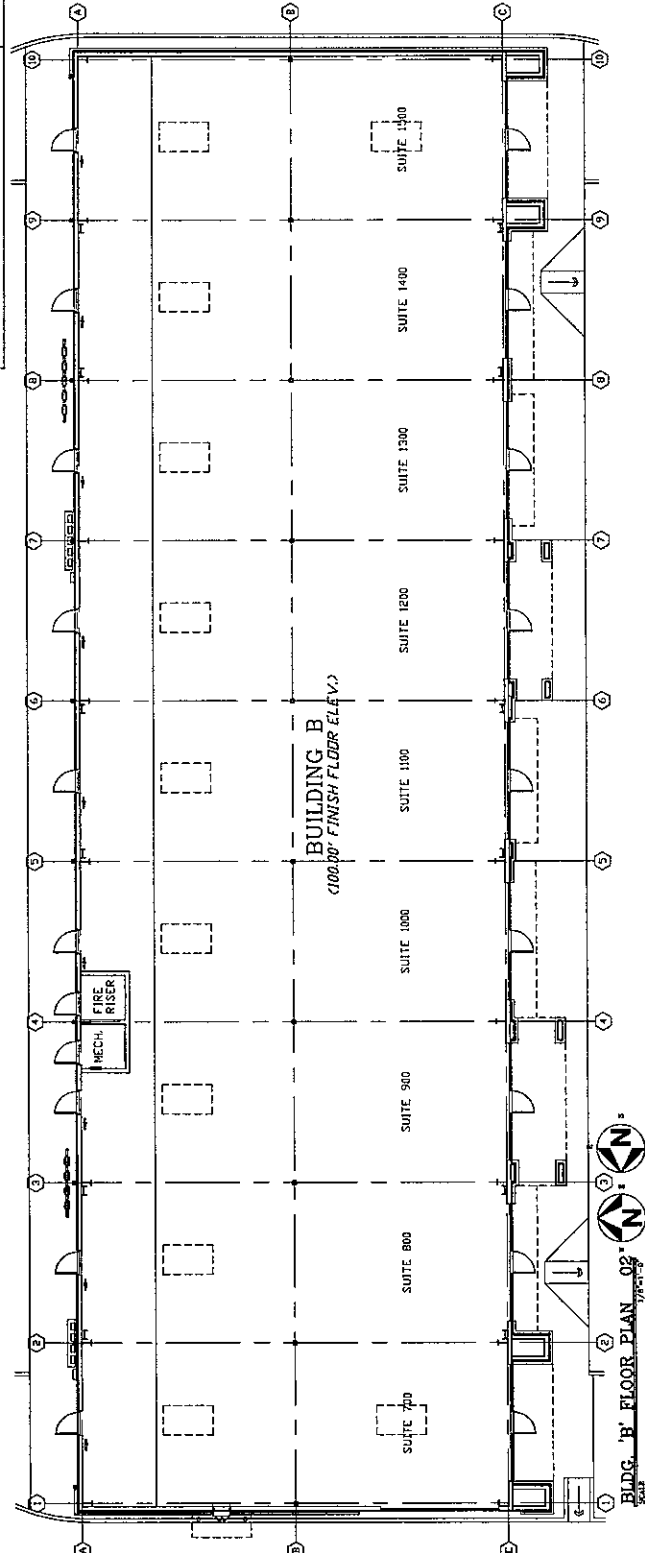
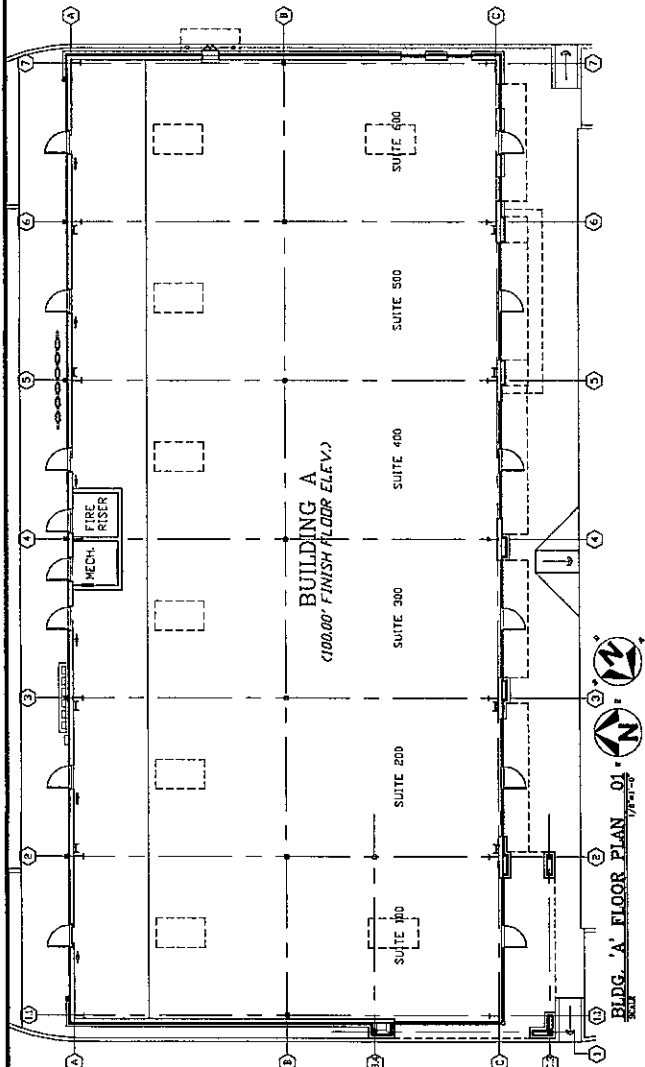
EXTERIOR STUDS TO BE 6" Cx12 OR 6" AT
16" OC UNLESS OTHERWISE NOTED.

CALCULATED USING

1 1/2" RIPS UNLESS OTHERWISE NOTED.

1. MAX. FLOOR JOIST TO BEOL INTERIOR
STUDS TO BE 6" Cx12 OR 6" AT 16" OC.

2. 1 LAYER 5/8" THK 2" X 12" CDR
3. 1 LAYER 5/8" THK 2" X 12" CDR
4. FULL CAVITY WITH STAPLES NOTED PER LOCAL
ALL PENETRATIONS.



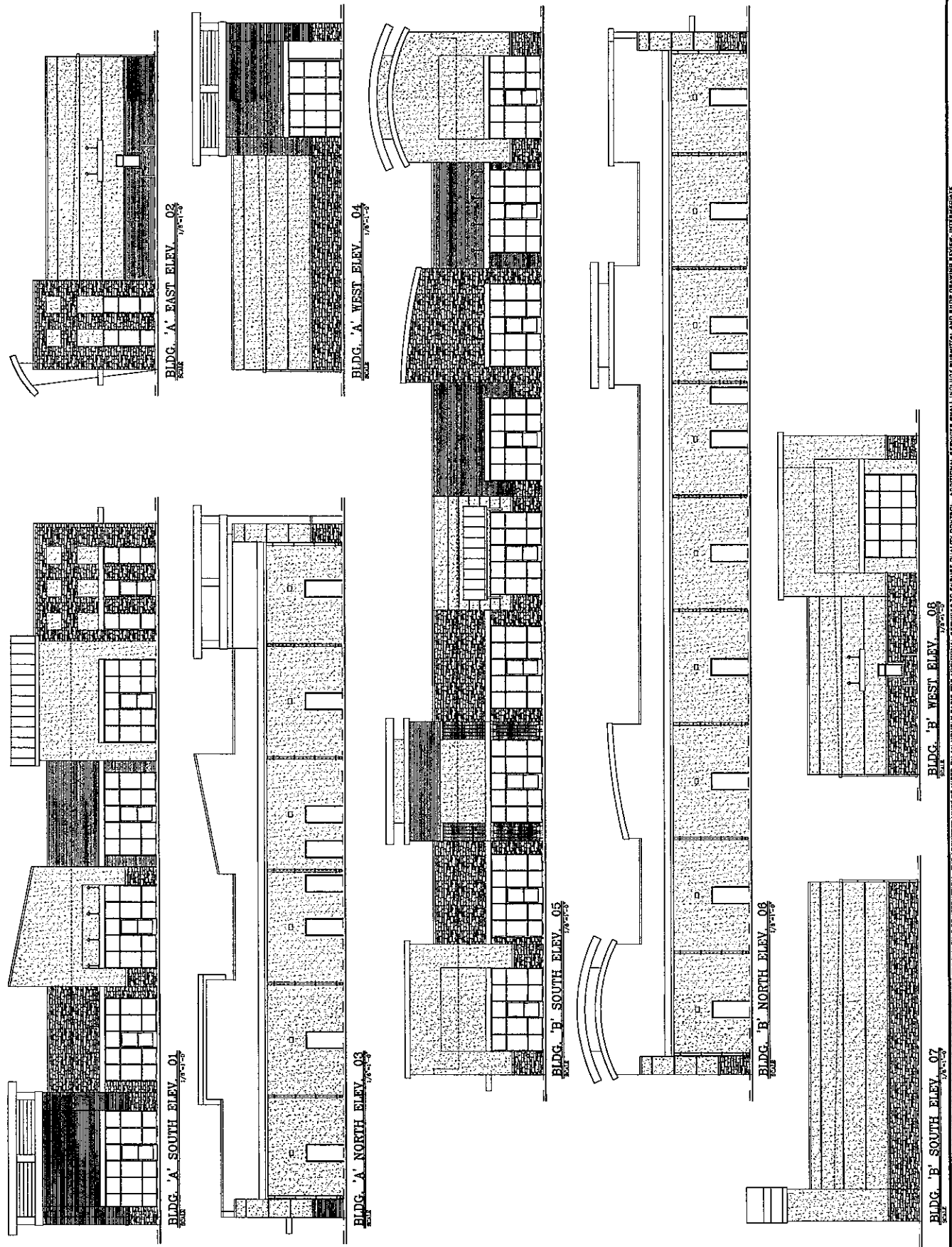
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 WOLFORTH, TEXAS



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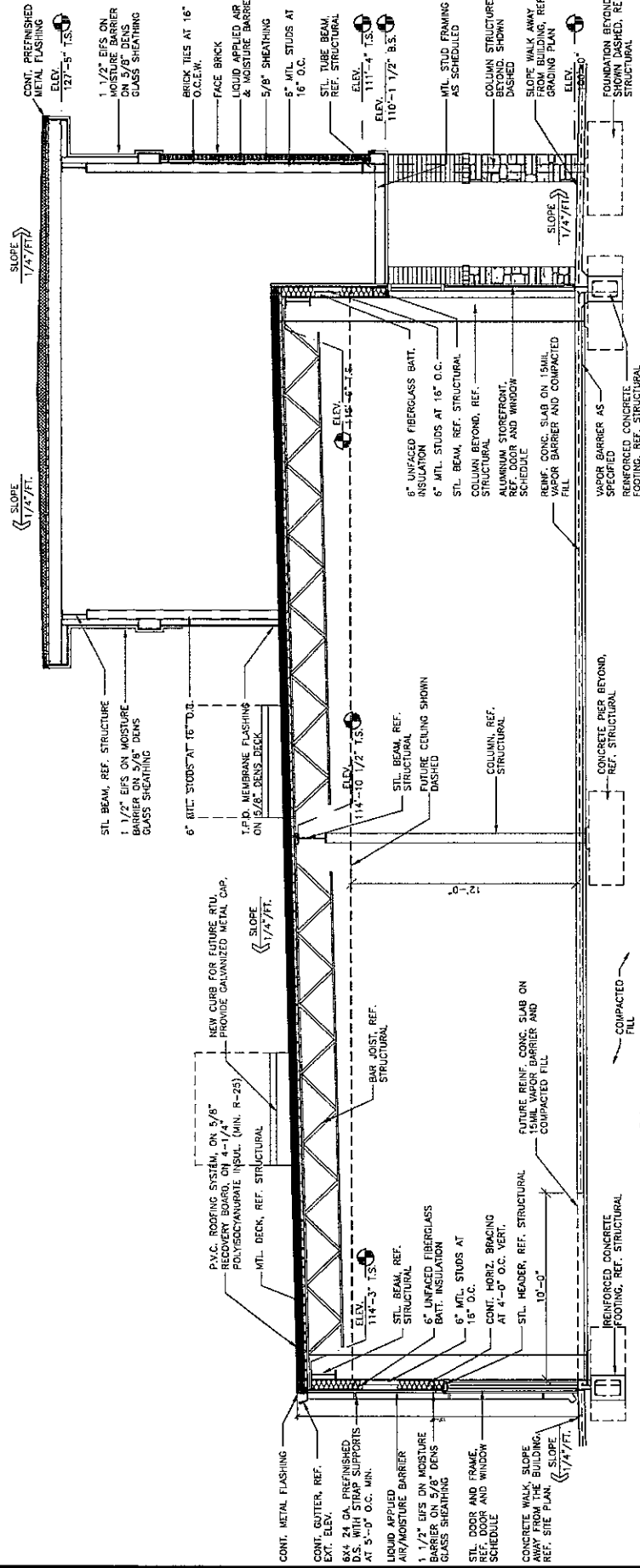
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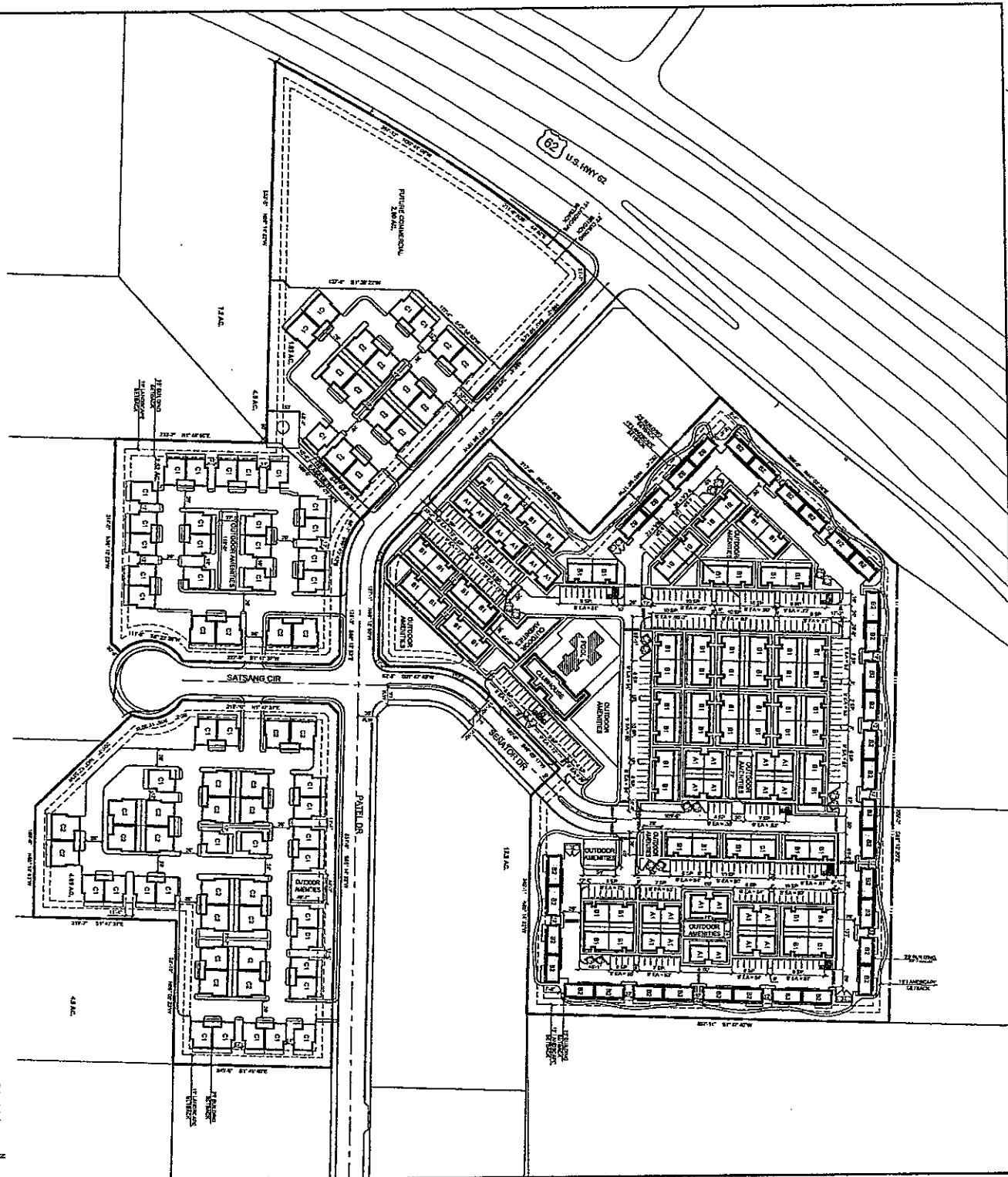
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VICINITY MAP

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PATIL DR.

VICINITY MAP LEGEND

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PROJECT SITE

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**THE ELEMENT AT
WOLFFORTH**
E HWY. 62 AND PATEL DR.
WOLFFORTH, TEXAS 79382

architectural
planning
interiors
graphics
civil engineering

2777 E. Camelback Rd., Suite 325
Phoenix, AZ 85016
p-480.767.1901
f-480.900.2268

WARE MALCOM
Leading-Edge Design for Commercial Real Estate



Building	Units	Total Units
Quarry	12	12
1	8	8
2	7	7
3	6	6
4	4	4
5	3	3
6	2	2
7	1	1
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9	1	1
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The Element at Wolfforth

Soft Costs	
GC Fees	\$ 2,500,000
Development Fee	\$ 2,000,000
Phase 1 Environmental	\$ 10,000
Soils Report	\$ 7,500
Survey	\$ 20,000
Site Planning	\$ 7,000
Landscape Conceptual	\$ 7,500
Civil Engineering	\$ 200,000
Architectural CD's	\$ 175,000
Structural Engineering	\$ 163,040
Mechanical, Electrical, Plumbing Engineering	\$ 150,000
Legal fees	\$ 180,000
Developer Reimbursables	\$ 250,000
MKB BR Insurance	\$ 95,000
TOTAL	\$ 5,765,040

Land Development Cost		
Temp Fence-Barricades-Tarff Control		\$ 30,000
Testing and Inspection Services		\$ 25,000
Site Maintenance		\$ 15,000
Erosion Control/NPDES		\$ 40,000
Site Access		\$ 5,000
Site amenities		\$ 150,000
Parking Canopies		\$ 65,000
Grading		\$ 450,000
Drywells		\$ 100,000
Soil Import/Export		\$ 80,000
Perimeter Walls / Entry Monuments		\$ 300,000
Asphalt/Conc. Paving/Striping/Signage		\$ 450,000
General Concrete - Misc Conc		\$ 50,000
Concrete Driveways		\$ 210,500
Street and City Sidewalks		\$ 115,000
Site Sidewalks		\$ 350,000
Curb/Gutter (Concrete)		\$ 301,000
Dry Utilities - Primary and Secondary		\$ 620,000
Water - Domestic and Fireline		\$ 680,000
Sanitary		\$ 593,000
Water & Sewer Ties to Buildings		\$ 120,000
Site Painting		\$ 40,000
Gate Operators & Access Control		\$ 130,000
Retaining Walls		\$ 65,000
Site Survey		\$ 85,000
Landscaping & Irrigation		\$ 600,000
Yard Fences and Gates		\$ 600,000
Site Lighting		\$ 275,900
Mailboxes		\$ 30,000
Dumpster Enclosure & Gates		\$ 90,000
General Conditions		\$ 834,600
TOTAL		\$ 7,500,000

TYPE	# Units	VERTICAL	COST PER UNIT	COST PER TYPE	PER SQ FT before tax
A-1	26	1 bed 1 bath 2 park spaces 801 sq ft	\$ 94,040	\$ 2,445,047	\$ 117.40
B-1	66	2 bed 2 bath 2 park spaces 1200 sq ft	\$ 138,109	\$ 9,115,194	\$ 115.09
B-2	34	2 bed 2 bath 2 story 1 car g 1248 sq ft	\$ 144,610	\$ 4,916,756	\$ 115.87
B-2g	34	4 single garage rentals 1248 sq ft	\$ 43,179	\$ 1,468,079	\$ 34.60
C-1	45	3 bed 2.5 bath 2 story 2 car g 1350 sq ft	\$ 157,896	\$ 7,105,301	\$ 116.96
C-2	36	3 bed 2.5 bath 2 story 2 car g 1550 sq ft	\$ 173,877	\$ 6,259,557	\$ 112.18
C1-C2	37	2 bed 2 bath 2 story 1 car g 1133 sq ft	\$ 143,420	\$ 5,306,525	\$ 126.58
Clubhouse / Pool / Gym				\$ 875,000	
TOTAL				\$ 37,491,459	
Sales Tax 8.25%				\$ 3,093,045	
				\$ 40,584,505	
Cost Savings Connect Units				\$ 1,400,000	
Sub Total				\$ 39,184,505	
Contingency				\$ 2,364,551	
TOTAL				\$ 41,549,056	

Summary	
Land Cost	\$ 4,200,000
Closing Cost	\$ 150,000
Land Development Cost	\$ 7,500,000
Hard Cost	\$ 41,459,056
Soft Cost	\$ 5,765,040
Loan Fees	\$ 463,397
Loan Interest	\$ 1,888,805
Operating Losses	\$ 117,883
Total	\$ 61,544,181
PROJECT TOTAL	
\$ 61,544,181	

MULTIFAMILY HOUSING- SEC 221(D)(4) PROGRAM DISCRIPTION-HUD

MORTGAGE INSURANCE FOR RENTAL AND COOPERATIVE HOUSING: SECTION 221(D)(4)

Summary:

Section 221(d)(4) insures mortgage loans to facilitate the new construction or substantial rehabilitation of multifamily rental or cooperative housing for moderate-income families, elderly, and the handicapped. Single Room Occupancy (SRO) projects may also be insured under this section.

Purpose:

Section 221(d)(4) insures lenders against loss on mortgage defaults. Section 221(d)(4) assists private industry in the construction or rehabilitation of rental and cooperative housing for moderate-income and displaced families by making capital more readily available. The program allows for long-term mortgages (up to 40 years) that can be financed with Government National Mortgage Association (GNMA) Mortgage Backed Securities.

Type of Assistance:

FHA mortgage insurance for HUD-approved lenders.

Eligible Activities:

Insured mortgages may be used to finance the construction or rehabilitation of detached, semidetached, row, walkup, or elevator-type rental or cooperative housing containing 5 or more units. The program has statutory mortgage limits which vary according to the size of the unit, the type of structure, and the location of the project.

Eligible Borrowers:

Eligible mortgagors include public, profit-motivated sponsors, limited distribution, nonprofit cooperatives, builder-seller, investor-sponsor, and general mortgagors.

Eligible Customers:

All families are eligible to occupy dwellings in a structure whose mortgage is insured under this program, subject to normal tenant selection. There are no income limits. Projects may be designed specifically for the elderly or handicapped.

Application:

Section 221(d)(4) is eligible for Multifamily Accelerated Processing (MAP). The sponsor works with the MAP-approved lender who submits required exhibits for the pre-application stage. HUD reviews the lender's exhibits and will either invite the lender to apply for a Firm Commitment for mortgage insurance, or decline to consider the application further. If HUD determines that the exhibits are acceptable, the lender then submits the Firm Commitment application, including a full underwriting package, to the local Multifamily Region for review. The application is reviewed to determine whether the proposed loan is an acceptable risk. Considerations include market need, zoning, architectural merits, capabilities of the borrower, availability of community resources, etc. If the proposed project meets program requirements, the local Multifamily Region issues a commitment to the lender for mortgage insurance.

Applications submitted by non-MAP lenders must be processed by HUD field office staff under Traditional Application Processing (TAP). The sponsor has a preapplication conference with the local HUD Multifamily Region to determine preliminary feasibility of the project. The sponsor must then submit a site appraisal and market analysis (SAMA) application (for new construction projects), or feasibility application (for substantial rehabilitation projects). Following HUD's issuance of a SAMA or feasibility letter, the sponsor submits a firm commitment application through a HUD-approved lender for processing. If the proposed project meets program requirements, the local Multifamily Region issues a commitment to the lender for mortgage insurance.

Technical Guidance:

The 221(d)(4) program is authorized by the National Housing Act (12 U.S.C. 17151 (d)(4)). Program regulations are found at 24 CFR 221, subparts C and D. Basic TAP program instructions are in HUD handbook 4560.01 - Mortgage Insurance for Multifamily Moderate Income Housing Projects available on [HUDclips](#). Refer to the MAP web-site for guidelines and instructions, lender approval requirements, and MAP coordinators. The program is administered by the Office of Multifamily Housing Programs, Office of Production, Program Administration Division.

Program Accomplishments:In FY2022, the Department insured mortgages for 180 project with 32,533 units, totaling \$5.1 billion.

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The Community Preservation Corporation

220 East 42nd St, 16th Floor
New York, New York 10017

December 2, 2022

Kirk Larson
Larson Development Group
9943 E. Bell Road, Suite #113
Scottsdale, AZ 85260

Re: Element at Wolfforth, 221(d)(4) New Construction – single stage processing

Dear Mr. Larson:

The Community Preservation Corporation (“CPC”) has reviewed the material submitted with your request for the financing of the above referenced Project utilizing U.S. Department of Housing and Urban Development (“HUD”) Mortgage Insurance. Based on the information provided by you, we are pleased to advise you that we are prepared to proceed with the processing of your loan request based on the following information, terms, and conditions:

1. BORROWER/SPONSOR:

Entity Name: TBD
Street Address: Patel Drive
City/State: Wolfforth (Lubbock), Texas
Contact: Kirk Larson
Phone: (602)390-3087
Email: Kirk@larsondevelopmentgroup.com
KirkLarson@gmail.com

HUD has specific requirements for the Borrower/Sponsor’s organizational documents, so the Borrower/Sponsor’s entity documents may have to be amended to meet these requirements.

2. DESCRIPTION OF IMPROVEMENTS:

See Exhibit A.

3. LOAN ESTIMATE:

See Exhibit A. The Loan Estimate and mortgage insurance premium (as set forth below) are based on information provided by you and are subject to change based on third party reviews and updated information provided in the HUD mortgage insurance application. The Mortgage Term is established based on CPC’s underwriting.

4. LOAN FEES:

Financing Fee:

See Exhibit A. The Financing Fee (exclusive of the Lender Processing Fee below) is earned upon issuance of the Firm

Commitment for Insurance in conformance with the application, but is not collected until Loan Closing. In the event that a Firm Commitment for Insurance is issued by HUD, but the loan fails to close due to any reason other than material breach by CPC of the terms and conditions of the Funding Commitment, the Financing Fee shall be paid immediately upon request by CPC.

Lender Processing Fee:

See Exhibit A. A non-refundable Lender Processing Fee of \$10,000 is due in two intervals: \$5,000 due when this Engagement Letter is executed and another \$5,000 upon Initial Endorsement.

GNMA Application Fee:

See Exhibit A. GNMA Application Fee is \$500, plus an additional \$200 for every \$1.0 million (or fraction thereof) in loan amount above \$1.5 million.

FHA Application Fee:

FHA Application Fee is thirty hundredths of one percent (.30%) of the Loan Amount. Borrower is proposing single stage processing straight to firm application. With straight to firm processing, the borrower is required to advance the full .20% FHA Application fee with the submittal package. The FHA Application Fee is non-refundable.

Placement Fee:

See Exhibit A. Borrower/Sponsor agrees to pay a Placement Fee to CPC related to the placement of the loan in the secondary market. Borrower/Sponsor agrees that the Placement Fee will have been earned in full upon receipt of the Firm Commitment; however, CPC agrees to defer collection of the Placement Fee until closing so long as the Firm Commitment is in effect.

Broker Fee:

See Exhibit A. The brokerage commission, if any, shall be due and payable at the closing of the loan. Payment of the brokerage commission is not the responsibility of CPC and is governed by a separate agreement between the Broker and the Borrower/Sponsor.

Mortgagee Attorney Fee:

See Exhibit A. Mortgagee Attorney Fee will be a Borrower/Sponsor expense; the cost will be included in the Permanent Placement fee as an eligible cost in the loan.

Should there be Required Repairs (Critical or Non-Critical) required by the Firm Commitment, HUD will be due an

Inspection Fees:

Inspection Fee as follows: (i) \$30 per unit if Required Repairs are greater than \$100,000 but \$3,000 or less per unit, (ii) \$30 per unit or 1% of Required Repairs, whichever is greater, if Required Repairs are greater than \$3,000 per unit, or (iii) \$1,500 where Required Repairs are less than \$100,000.

Additional Fees:

All costs and expenses in connection with processing the application to HUD, the issuance of the Firm Commitment, closing the loan and otherwise in connection with the Project shall be paid by Borrower/Sponsor including, but not limited to, recording, title expenses, survey costs, architect's fees, construction costs, and Borrower's/Sponsor's legal fees.

5. MORTGAGE NOTE RATE:

As determined by market conditions at the time of Rate Lock (see below).

6. PREPAYMENT RESTRICTIONS:

Prepayment privileges are negotiable and determined at the time of Rate Lock.

7. ASSUMABILITY:

Yes, with HUD approval and payment of a fee equal to five hundredths of one percent (0.05%) of the original Loan Amount plus expenses.

8. MORTGAGE INSURANCE PREMIUM:

See Exhibit A. HUD requires the payment of a mortgage insurance premium (MIP) equal to a percentage of the average outstanding loan balance for year one and at an annual percentage of the average outstanding loan balance for each year after year one.

9. THIRD PARTY REPORTS & THIRD PARTY REPORT RETAINER:

See Exhibit A. A retainer for all required third party reports to be ordered by CPC will be required to be remitted to CPC and paid by the borrower. These third party report fees will be required by the borrower after HUD's favorable response to move forward at Concept stage. 3rd party quotes are being requested and will be finalized prior to sending in the funds. The required third party reports are expected to be as follows:

Appraisal
Market Study
Phase One Environmental
Capital Needs Assessment
Permit & Approval Report
Insurance Review
Architectural Cost Review, if

applicable
Green Building Reports
Additional Reports, as required by the applicable program

The Borrower/Sponsor will be responsible for the cost of all required third party reports. Additional reports may be required as a result of further due diligence. The reports are for the exclusive use of CPC and HUD and may not be reproduced by the providers for any other party.

10. RATE LOCK:

A Rate Lock Authorization will be provided to you upon issuance of the Firm Commitment Letter by HUD. Closing and funding will not occur until the Rate Lock Authorization is executed and a Good Faith Deposit is paid. The Good Faith Deposit is refundable and shall be returned to the Borrower/Sponsor at issuance of the GNMA Security. There will be monthly Extension Fees due for failing to endorse the loan within the time frame identified in the Rate Lock Authorization and agreed to by the Borrower/Sponsor.

The Good Faith Deposit shall be forfeited if, for any reason the FHA Endorsement does not occur on or before the Required FHA Endorsement Date set forth in the Rate Lock Authorization, or CPC does not deliver the GNMA Security to the Investor by the GNMA Security Delivery Date set forth in the Rate Lock Authorization, unless such reason is solely due to the fault of the Lender.

If the loan does not close or closing is delayed, the Borrower/Sponsor will be liable for any losses incurred by CPC in connection with unwinding or modifying the Rate Lock.

11. EXCLUSIVE:

The Borrower/Sponsor represents to CPC that there are no outstanding commitments with respect to the financing of the Project and that CPC shall be the exclusive agent of the Borrower/Sponsor in applying for and obtaining HUD financing for the project. The Borrower/Sponsor further represents that the undersigned person signing this Letter of Agreement has the authority to bind the Borrower/Sponsor. If the Borrower/Sponsor decides to curtail the processing of this financing with CPC or rejects the Firm Commitment issued by HUD, Borrower/Sponsor may, for a period of

twelve (12) months thereafter, reapply for FHA-insured financing of the above-referenced property only through CPC.

12. INDEMNIFICATION:

The Borrower/Sponsor agrees to indemnify, defend, and hold harmless CPC (together with its affiliates and the respective directors, officers, and employees of CPC, herein referred to as "Indemnified Parties") from and against any and all losses or liabilities incurred by any Indemnified Party related to or arising out of CPC's activities on the Borrower/Sponsor's behalf in connection with this Project (including, but not limited to, losses or liabilities resulting from an action initiated by or the inaction of the Borrower/Sponsor), other than where such losses or liabilities have been determined by a court of competent jurisdiction to have resulted primarily from CPC's willful misconduct or gross negligence.

13. LIMITATION OF LIABILITY:

CPC's maximum liability arising out of, or in any way relating to, this Letter of Agreement shall not exceed the net total loan fees actually received by CPC. Net total loan fees are hereby defined to be the total loan fees actually paid by the Borrower/Sponsor, less any amount of out-of-pocket cost and third party costs.

14. PRELIMINARY LOAN TERMS:

The attached "Exhibit A" is fully incorporated herein and made a part hereof.

15. OTHER FEES:

Exhibit A lists all other fees associated with the funding of this Project.

These fees do not include any cost of issuance associated with a tax-exempt bond funding.

16. HUD SPECIFIC REQUIREMENTS:

An annual deposit (escrowed monthly) to the Reserve for Replacements will be required. CPC or another HUD-approved party will hold the Reserve for Replacements in an account insured by the Federal government as required under HUD and GNMA requirements. The Reserve for Replacements will be invested as permitted by HUD and GNMA guidelines.

Escrow accounts for real estate taxes, insurance and MIP, (all to be funded monthly) will be established at the start of amortization. CPC or another HUD-approved party will hold these escrow accounts in non-interest bearing accounts

insured by the Federal government as required under HUD and GNMA requirements.

Borrower, management agent and other key principals to the transaction, as HUD shall require, must receive approval through HUD's Active Participants Performance System (2530 clearance.) If any of these parties change prior to the closing, the new party(ies) must receive HUD's 2530 clearance approval. CPC will assist Borrower in obtaining said 2530 clearance.

At closing, a Regulatory Agreement between HUD and Borrower/Sponsor shall be executed, governing, among other things, certain business activities of the Borrower/Sponsor. The Regulatory Agreement, in part, will require Borrower/Sponsor to obtain HUD approval of management, any sale or transfer of ownership, submit audited financial statements and maintain segregated accounts for property funds. In addition, the Regulatory Agreement will require that a party (other than the Borrower) be liable for non-recourse carve-outs.

17. MISCELLANEOUS:

Borrower/Sponsor approves and authorizes CPC to obtain financial statements and credit reports on Borrower/Sponsor and any other related parties, and to provide copies of these reports and statements to HUD in connection with CPC's processing of this loan request. Except to the extent required by HUD for processing, all non-public information conveyed to CPC by Borrower/Sponsor and associated parties will be treated as confidential and will not be used by CPC for any purposes other than the performance of services to be provided to Borrower/Sponsor pursuant to the terms and conditions of this letter agreement, unless Borrower/Sponsor directs or requests in writing. Unless required by law or legislative process, nothing contained herein or resulting from any financial or other advice provided by CPC may be disclosed to any competitor of CPC, or to any client or potential client of CPC, or to any other party (with the exception of representatives from HUD and authorized third party contractors) in any manner without CPC's prior written approval.

If you wish to authorize CPC to proceed with processing this Project and name CPC, or our assignee, as the exclusive HUD Mortgagee for the anticipated loan, please execute where indicated below and return the enclosed copy of this Letter of Agreement to CPC along with \$5,000 processing funds. As mentioned previously, at

Mr. Kirk Larson
December 2, 2022
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Concept approval, the cost of the HUD required Third Party Reports will be sent to The Community Preservation Corporation; and the balance for the Lender's Processing Fee will be due at Initial Endorsement.

The attached "Exhibit B" provides an initial checklist of items CPC will need to proceed. The list is not comprehensive, but will provide CPC with sufficient information to begin processing and determine the exact information we will need to make application to HUD.

This letter is an agreement for loan processing services. **This Letter of Agreement is not a commitment to make a loan.** CPC has prepared a loan estimate based on information provided by the Borrower/Sponsor. The Borrower/Sponsor acknowledges that HUD will determine (a) whether it will insure the loan, and (b) the final loan amount. Your acceptance indicates this understanding and will become effective only upon acceptance by the applicant and receipt of this signed Agreement by CPC within 21 days following the date hereof. This Letter of Agreement will be enforced and construed under and subject to the laws of the State of New York. CPC may, at its sole option, assign its rights and obligations under any Firm Commitment to another HUD-approved mortgagee for closing.

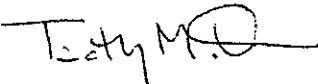
We look forward to working with you on this endeavor.

Yours Sincerely,



Chanda Tye
Vice President
FHA Deputy Chief Underwriter

Date: December 2, 2022



Timothy M. Deegan
Vice President
Head of HUD Lending & Originations

ACCEPTANCE

The undersigned hereby accepts all the terms and conditions contained herein and request that CPC proceed with the processing and underwriting of the project. We agree to provide you with any additional documentation requested to complete the requirements for processing.

Although the loan anticipated under this letter in NON RECOURSE, any default under this Letter of Agreement will be an obligation of the undersigned entity. The limit of this liability will not exceed the obligations outlined in the Letter of Agreement.

Signing Entity: _____

By: _____
Signature of Authorized Agent

Date

Printed Name and Title

Enclosures:

Exhibit A:
Exhibit B:

Preliminary Loan Terms and HUD forms
Preliminary Information Checklist

Exhibit A

Preliminary Loan Terms

- Description of Improvements:
 - Element at Wolfforth, 221(d)4 New construction – single stage processing
- Loan Estimate:
 - Loan Amount: \$46,209,000
 - Estimated Cash Requirement: \$3,915,116
 - IOD and WC Escrows: IOD \$1,429,994
WC \$1,848,360
 - Mortgage Term: 40 years
- Loan Fees:
 - Financing Fee: 1.00% of the loan amount
 - Lender Processing Fee: \$10,000 due in 2 intervals (\$5,000 with signed Engagement Letter and balance of \$5,000 at Initial Endorsement.
 - GNMA Placement Fee: 0.14% of loan amount due & payable at closing
 - Broker Fee: N/A
 - Mortgagee Attorney Fee: estimated to be \$53.5k (Initial Endorsement and Final Endorsement)
 - Third Party Reports: Quotes are being requested, final bids will be available prior to borrower sending in funds. 3rd party Funds will be required after Concept Approval.
- Mortgage Insurance Premium:
 - Proposed Green MIP: 0.65% times 2 = 1.30% for 1st year
 - Each Year after Year One: 0.65%
- Good Faith Deposit: 0.50% of the loan amount

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on an Ordinance amending Section 205 of the Zoning Ordinance

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

As previously directed by the Planning and Zoning Commission, the City Attorney has prepared an amendment to the Zoning Ordinance that adds City Council approval as the final step to the granting of a Conditional Use Permit. This will make the process for a Conditional Use Permit the same as that for a Special Use Permit. A copy of the Ordinance is attached for your review.

EXHIBITS

Ordinance

ACTION

Staff recommends approval of the Ordinance as presented

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING CITY OF WOLFFORTH ZONING ORDINANCE BY AMENDING ARTICLE 2 DEVELOPMENT REVIEW BY AMENDING SEC. 205. CONDITIONAL USE REVIEW ADDING APPROVAL BY THE CITY COUNCIL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wolfforth Zoning Ordinance regulates the uses of property within the Wolfforth city limits;

WHEREAS, currently the Planning Commission holds a hearing and makes the final decision to approve, approve with additional conditions, or deny conditional use requests;

WHEREAS, the Planning Commission held a public hearing on April 11, 2023 regarding the approval of conditional use requests;

WHEREAS, the City published notice of the public hearing on March 22, 2023 in the Lubbock-Avalanche Journal; and

WHEREAS, the City Council believes it is in the best interest of the City to have the Planning Commission review a conditional use request and make a recommendation to the City Council and for the Council to make the final decision regarding all conditional use requests; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, THAT:

Part 1. Enacted.

THAT City of Wolfforth Zoning Ordinance is hereby amended by amending Article 2 Development Review by amending Sec. 205 Conditional Use Review, which amended portions shall read as follows:

**Article 2
Development Review**

Sec. 205. Conditional Use Review

5. Hearing and Action by Planning Commission

- a. The Planning Commission shall, after appropriate notice, conduct a public hearing on each request for approval of a conditional use.

- b. At the public hearing, the Planning Commission shall consider the application, any pertinent comments by the City staff, and relevant support materials and public testimony given at the public hearing.
- c. After the close of the public hearing, the Planning Commission shall recommend that the City Council approve the request, approve the request with additional conditions, or deny the request. The Planning Commission may propose such conditions as are necessary to prevent or minimize adverse effects on other property in the neighborhood, including, but not limited to: limitations on size, bulk and location, provision of adequate ingress and egress, duration of conditional use approval, and hours of operation for the conditional use so allowed.
- d. A recommendation by the Planning Commission to deny a request for conditional use shall be the final decision on that matter, if not appealed in writing to the City Council with ten (10) days.

6. Hearing and Action by City Council

- a. The City Council shall, after appropriate notice and a recommendation from the Planning Commission, conduct a public hearing on each request for approval of a conditional use, except for such requests which are recommended by the Planning Commission to be denied and are not formally appealed to City Council.
- b. At the public hearing, the City Council shall consider the application, any pertinent comments by City staff, the Planning Commission recommendation, other relevant support materials and public testimony given at the public hearing.
- c. After the close of the public hearing, the City Council shall approve the request, approve the request with additional conditions, or deny the request. The Council may attach such conditions to a conditional use approval as are necessary to prevent or minimize adverse effects on other property in the neighborhood, including, but not limited to: limitations on size, bulk and location, provision of adequate ingress and egress, duration of conditional use approval, and hours of operation of the conditional use.
- d. Where written protest against a proposed conditional use is made and signed by (a) the owners of 20 percent or more of the area subject to the conditional use or (b) the owners of 20 percent or more of the land area within 200 feet of the affected area, then the proposed conditional use shall require a favorable vote of at least three-fourths of all the members of the City Council to become effective. The area of rights-of-way and streets shall be included in any computation of land area under this subsection.

7. Conditional Use Approval Criteria

Approval of a conditional use by the Planning Commission and City Council shall be based upon the following criteria:

- a. **Impacts Minimized.** Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.
- b. **Consistent with Zoning Ordinance.** Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.
- c. **Compatible with Surrounding Area.** Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject land.
- d. **Effect on Natural Environment.** Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.
- e. **Community Need.** Whether and the extent to which the proposed conditional use addresses a demonstrated community need.
- f. **Development Patterns.** Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community

8. Expiration of Conditional Use Approval

- a. All conditional use approvals issued shall be subject to the requirement that the property for which the approval was issued must actually acquire a building permit for the approved use within 12 months from the granting of the conditional use approval, provided that the City Administrator, with significant evidence that the designated use cannot be realistically implemented with due diligence within that time period, may grant a longer period of time, but in no event shall such extension period exceed an additional 12 months.
- b. If the designated use is not made of the property within the time limitation granted, the conditional use approval shall be cancelled and revoked and be of no effect

Part 2. Severability.

If any section, sub-section, clause, phrase or portion of this Ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase or portion shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Part 4. Open Meetings

That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Part 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2023

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary