

Agenda Item 5.1

Budget Amendment Ordinance 2nd Reading - Finance: Ordinance 2009-00085 Consider Budget Ordinance Amendment 19 amending the Adopted FY 2008-09 Budget respecting the Grant Fund to accept and appropriate funding from The CH Foundation for a shared web-based catalog; accept and appropriate funding from the Texas State Library and Archives Commission for the Technical Assistance Negotiated Grant; accept and appropriate funding from the Texas State Library and Archives Commission for the Library System Operation Grant; accept and appropriate funding from the Texas State Library and Archives Commission for the Inter-library Loan Center; accept and appropriate funding from the Texas Department of Housing and Community Affairs for the Community Services Block Grant; accept and appropriate funding from the Texas Department of State Health Services for the Public Health Emergency Response Grant; accept and appropriate funding from the Texas Department of State Health Services for the Public Health Emergency Response Laboratory Grant; accept and appropriate funding from the Texas Department of Transportation for the Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed STEP Program; and accept and appropriate funding from the Texas State Library and Archives Commission for the Library System Competitive Grant.

Item Summary

On September 10, 2009, the City Council approved the first reading of the ordinance.

I. Accept and appropriate \$15,000 from The CH Foundation to fund a shared integrated library web-based catalog system for public libraries in the West Texas Library System (WTLS).

A companion item on today's City Council agenda is 5.1.1:

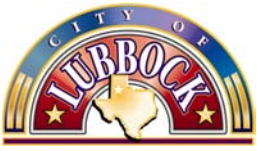
Contract Resolution - Library: Consider a resolution authorizing the Mayor to execute Contract 9086, a grant agreement with The CH Foundation for a shared integrated catalog for public libraries in the WTLS.

The WTLS is a state funded grant program designed to improve library services in a 29 county area. WTLS is one of ten systems established under the Library Systems Act of 1969. The program is administered by the Texas State Library and Archives Commission and comprises various elements designed to improve and expand the service programs of member libraries. The grant encourages the establishment of public libraries in communities that do not have library service. At the end of the State of Texas FY 2009, 34 libraries qualified for membership.

WTLS is grant funded and is located in the Lubbock Public Library. WTLS provides consulting and continuing education services for 34 member libraries in a 29 county area of West Texas.

WTLS is working with the area libraries and with the automation vendor, LibLime, to assist a consortium of libraries to utilize open source software, entitled Koha. The \$15,000 grant from The CH Foundation will fund \$5,000 for the City of Abilene Public Library, \$5,000 for the City of Slaton Public Library, and \$5,000 for the City of Wolfforth Public Library.

II. Accept and appropriate \$108,359 from the Texas State Library and Archives



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Commission Technical Assistance Negotiated Grant to fund one full-time technical advisor for public libraries in the West Texas Library System.

A companion item on today's City Council agenda is 5.1.2:

Contract Resolution - Library: Consider a resolution authorizing the Mayor to execute Contract 476-10019, a Technical Assistance Negotiated Grant Agreement with the Texas State Library and Archives Commission to fund one full-time technical advisor for public libraries in the WTLS service region. The technical adviser provides training and technological assistance to area libraries.

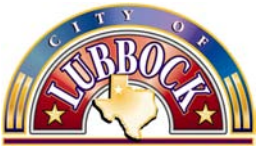
The Lubbock Public Library serves as the headquarters for the Technical Assistance Negotiated Grant Program. The program is fully funded by the State of Texas and the City has no responsibility or obligation in the event that funds are not appropriated or provided. The Texas State Library and Archives Commission contracts with the City for providing office space to staff and implementation of service program components. The term of the grant is through August 31, 2010.

III. Accept and appropriate \$300,000 from the Texas State Library and Archives Commission Library System Operation Grant to fund three full-time positions to improve library services in a 29 county area.

A companion item on today's City Council agenda is 5.1.3:

Contract Resolution - Library: Consider a resolution authorizing the Mayor to execute Contract 470-10015, a Library System Grant Agreement with the Texas State Library and Archives Commission to fund three full-time positions for the WTLS.

The program is fully funded by the State of Texas, and the City has no responsibility or obligation in the event that funds are not appropriated. The



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Texas State Library and Archives Commission contracts with the City for housing of staff and implementation of the service program components. The term of the grant is through August 31, 2010.

IV. Accept and appropriate \$114,122 from the Texas State Library and Archives Commission to fund two full-time employees and the Interlibrary Loan Center. The Mahon Library locates and requests materials for public libraries, community colleges, and special libraries within a 29 county area served by the West Texas Library System.

A companion item on today's City Council agenda is 5.1.4:

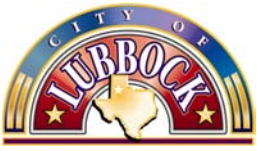
Contract Resolution - Library: Consider a resolution authorizing the Mayor to execute Contract 771-10031, an Interlibrary Loan Center Grant Agreement with the Texas State Library and Archives Commission to fund two full-time positions for the Interlibrary Loan Center.

The Lubbock Public Library serves as the headquarters for the Interlibrary Loan (ILL) Grant Program. The \$114,122 grant funds two full-time employees.

The ILL Program is funded by the State of Texas. The Texas State Library and Archives Commission contracts with the City for housing staff and the implementation of service program components. The term of the grant is through August 31, 2010.

V. Accept and appropriate an additional \$12,224 from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to fund programs that assist low-income persons and families with information, referral, and direct assistance to maintain and achieve self-sufficiency. The total amount of the amended grant is \$420,767.

A companion item on today's City Council agenda is 5.1.5:



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Contract Amendment Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 3 to Contract 61090000378 with the Texas Department of Housing and Community Affairs for the CSBG to reduce poverty, revitalize low-income communities, and assist low-income families and individuals to become self-sufficient.

The funding source is a pass through grant from the TDHCA. On January 22, 2009, \$378,264 was appropriated and accepted by the City Council. An additional \$3,827, and an additional \$26,452 was accepted and appropriated by City Council on April 9, 2009 and July 8, 2009 respectively.

The TDHCA increased the City's allocation in the amount of \$12,224 for a contract amount of \$420,767. The state has now made 100 percent of the funds available for 2009.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2009, through December 31, 2009.

VI. Accept and appropriate \$228,933 from the Texas Department of State Health Services for the Public Health Emergency Response Grant to help fund mass vaccination planning, delivery, and vaccine administration.

A companion item on today's City Council agenda is 5.1.6:

Contract Resolution - Emergency Management Services: Consider a resolution authorizing the Mayor to execute Contract 2010-033391 for the Texas Department of State Health Services Public Health Emergency Response services for the Focus Area I Project.

The \$228,933 grant contract with the Texas Department of State Health Services (DSHS), in anticipation of the resurgence of the H1N1 flu virus, addresses



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identified gaps in pandemic flu preparedness and response related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Filling these gaps helps ensure that the DSHS and the local health department meet the mission of reducing the morbidity and mortality associated with H1N1 among Texas residents.

The Statement of Work includes hiring staff (temporary and part-time, visiting nurses, community vaccinators, and clerical staff) to ensure personnel will be available to vaccinate when clinics begin; contracts for in-state vaccine transportation and distribution; supplies, including cold chain supplies, ancillary supplies for vaccination, personal protective equipment, and general supplies; travel for planning conferences related to pandemic preparedness; and mileage for staff and personnel. The contract period is through July 31, 2010.

A copy of the DSHS contract's general provisions is available in the City Secretary's Office.

VII. Accept and appropriate \$169,777 from the Texas Department of State Health Services for the Public Health Emergency Response - Laboratory Grant to help fund the Lubbock Bioterrorism Laboratory Response Network (LRN) Laboratory specimen testing for novel Influenza A (H1N1) viruses and other avian and human influenza viruses. The focus is to expand and sustain laboratory capacity to accession specimens, perform virus identification and report results in a timely fashion. Funding will be used to purchase a MagNA Pure instrument for the preparation of specimen nucleic acids to greatly decrease the turnaround time required to report test results. Funds will also be used for travel and expenses of LRN analysts while training in the specific testing protocol for H1N1. The remaining funds will be used for test kits and reagents, office supplies, postage, temporary agency personnel for assistance with specimen receipt, data entry, data reporting, and specimen testing.



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A companion item on today's City Council agenda is 5.1.7:

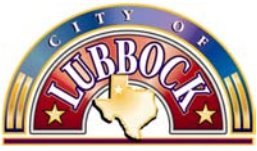
Contract Resolution - Health: Consider a resolution authorizing the Mayor to execute Contract 2010-033399 with the Texas Department of State Health Services for the public health emergency response contract for, focus area 2 laboratory, epidemiology, surveillance, and associated pandemic preparedness and response activities.

The \$169,777 contract with the Texas Department of State Health Services (DSHS) ensures a robust capacity to detect and monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations in anticipation of the resurgence of the H1N1 flu virus, and other associated pandemic response activities to ensure DSHS and the Health Department meet the mission of reducing the morbidity and mortality associated with H1N1 among the Texas residents.

The Statement of Work includes hiring staff if needed (temporary and part-time, specimen analysts and clerical staff) to ensure personnel are available for specimen testing and reporting. Purchased equipment includes an extractor used to process specimens for testing. Supplies needed for response include testing kits, reagents, shipping supplies, protective equipment, and general supplies. Travel is allotted for training related to pandemic preparedness, and mileage and per diem for new and existing personnel.

A copy of the DSHS contract's general provisions is available in the City Secretary's Office.

VIII. Accept and appropriate \$99,294 from the Texas Department of Transportation for the Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed STEP Program. The grant utilizes off-duty law enforcement personnel working overtime to detect and arrest alcohol and drug impaired drivers, and to detect non-compliance of designated speed limits within



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of Texas for the Texas Traffic Safety Driving While Intoxicated STEP and the Speed STEP Program.

The grant program utilizes off-duty law enforcement personnel working overtime to detect and arrest alcohol and drug impaired drivers, and to detect non-compliance of designated speed limits within targeted areas of Lubbock. In the past, Texas Department of Transportation (TxDOT) mandated one grant application for the Driving While Intoxicated Selective Traffic Enforcement Program (STEP), and a separate grant for the federally financed Speed STEP Program. TXDOT now requests that the two grants be combined into one, with productivity measures and overtime expenditures maintained separately for each grant. The enforcement program will be conducted during FY 2009-10.

The period of performance is through September 30, 2010.

IX. Accept and appropriate \$113,644 from the Texas State Library and Archives Commission Library System Competitive Grant to fund one part-time employee and automation software for a shared integrated library system for public libraries in the WTLS.

The contract for this grant will be included in the October 8, 2009, City Council Agenda.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Andy Burcham, Chief Financial Officer

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2008-09 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE CH FOUNDATION FOR A SHARED WEB-BASED CATALOG; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION FOR THE TECHNICAL ASSISTANCE NEGOTIATED GRANT; ACCEPT AND APPROPRIATE FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION FOR THE LIBRARY SYSTEM OPERATION GRANT; ACCEPT AND APPROPRIATE FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION FOR THE INTERLIBRARY LOAN CENTER; ACCEPT AND APPROPRIATE FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY SERVICES BLOCK GRANT; ACCEPT AND APPROPRIATE FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE PUBLIC HEALTH EMERGENCY RESPONSE GRANT; ACCEPT AND APPROPRIATE FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE PUBLIC HEALTH EMERGENCY RESPONSE – LABORATORY GRANT; ACCEPT AND APPROPRIATE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DRIVING WHILE INTOXICATED SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND THE SPEED STEP PROGRAM; AND ACCEPT AND APPROPRIATE FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION FOR THE LIBRARY SYSTEM COMPETITIVE GRANT.

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 departments; and

WHEREAS, the City Council deems it advisable to change the FY 2008-09 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 2008-09 (Budget Amendment #19) for municipal purposes, as follows:

- I. Accept and appropriate \$15,000 from The CH Foundation for a shared web-based catalog.
- II. Accept and appropriate \$108,359 from the Texas State Library and Archives Commission for the Technical Assistance Negotiated Grant contract.

- III. Accept and appropriate \$300,000 from the Texas State Library and Archives Commission for the Library System Operation Grant.
- IV. Accept and appropriate \$114,122 from the Texas State Library and Archives Commission for the Interlibrary Loan Center.
- V. Accept and appropriate \$12,224 from the Texas Department of Housing and Community Affairs for the Community Services Block Grant.
- VI. Accept and appropriate \$228,933 from the Texas Department of State Health Services for the Public Health Emergency Response Grant.
- VII. Accept and appropriate \$169,777 from the Texas Department of State Health Services for the Public Health Emergency Response - Laboratory Grant.
- VIII. Accept and appropriate \$99,294 from the Texas Department of Transportation for the Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed STEP Program.
- IX. Accept and appropriate \$113,644 from the Texas State Library and Archives Commission for the Library System Competitive Grant.

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 this _____ day of _____, 2009.

Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:



Mitchell Satterwhite
City Attorney

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute a grant agreement from The CH Foundation for a shared intergrated library system for a consortium of libraries in West Texas, and related documents. Which grant agreement is attached hereto and incorporated in this Resolution as if fully set forth herein.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



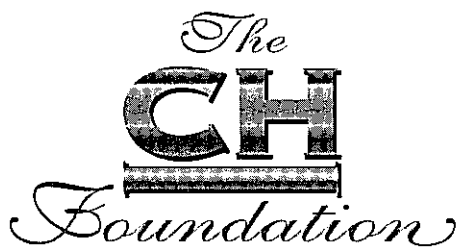
Jane Clausen, Library Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Reso.grant agrmnt-CH Foundation
9.1.09



July 8, 2009

Barbara Blake
West Texas Library System
City of Lubbock
1306 9th Street
Lubbock, TX 79401

Dear Ms. Blake:

We are pleased to inform you that the Board of Trustees of The CH Foundation approved a 2009 grant award in the amount of \$15,000 designated for a shared web-based catalog of books and other resources for three West Texas Libraries: Abernathy Public Library, Slaton City Library, and Wolfforth City Library.

You will receive these grant funds in December 2009, provided we receive the enclosed signed Grant Agreement no later than October 1, 2009.

Please make special note of item number six on the Grant Agreement. Grantees must provide a written report within twelve months of receipt of the grant award, or by December 2010. Use of the form found on the website www.chfoundationlubbock.com is preferred. Earlier reports may be requested and updates are always appreciated and beneficial.

Sincerely,

A handwritten signature in black ink, appearing to read "Kay Sanford". The signature is fluid and cursive, with a large initial "K".

Kay Sanford
Grants Administrator

The CH Foundation is the legacy of Christine DeVitt
www.chfoundationlubbock.com

July 8, 2009

GRANT AGREEMENT

In response to your grant request, the Trustees of The CH Foundation approved a 2009 grant award in the amount of \$15,000 to the West Texas Library System designated for shared web-based catalog of books and other resources for Abernathy, Slaton and Wolfforth libraries as outlined in the award letter of July 8, 2009, and subject to receipt of this signed Grant Agreement no later than October 1, 2009.

Conditions:

1. These grant funds are to be used solely for the purpose(s) detailed in your proposal and designated in The CH Foundation grant award letter. All conditions of the grant award letter are made part of this agreement.
2. Grantee warrants and represents that its receipt of this grant will not adversely affect the grantee's status as a tax-exempt charity under the Internal Revenue Code.
3. Grantee will furnish to The CH Foundation any information concerning a change or proposed change in the grantee's tax-exempt status.
4. If grantee's tax-exempt status changes, The CH Foundation reserves the right to have all remaining grant funds returned immediately.
5. Any funds not used or committed for the specific purpose of the grant within the specified term of the proposal must be returned to The CH Foundation, unless otherwise authorized in writing.
6. Grantee will provide a written report as soon as possible within twelve months of receipt of the grant. Use of the report form found on the website, www.chfoundationlubbock.com is preferred. Earlier reports may be requested and updates are always appreciated and beneficial.
7. The CH Foundation expects that grant proceeds will be used exclusively for the program or project described in the application.

Signify your agreement to the foregoing terms and conditions by having the duly authorized administrator and board chair sign this form and return this agreement to:

The CH Foundation, P.O. Box 94038, Lubbock, TX 79493.

www.chfoundationlubbock.com

Organization

Date

Tom Martin, Mayor

(Print) Board Chair

(Sign) Chief Administrator


(Sign) Board Chair

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

ATTEST:

Rebecca Garza, City Secretary

**City of Lubbock, TX
Grant Contract
New Grant - Budget Detail
September 24, 2009**

Administrative Information:

City Assigned Grant Number:	<u>83052</u>
Grant Name:	<u>The CH Foundation</u>
Grant Effective Date:	<u>1/1/2010</u>
Grant Provider/Agency:	<u>The CH Foundation</u>
Amount City Grant Match:	<u>\$ -</u>
Funding Source of Grant Match:	<u>Not applicable</u>

Budget Information:

	<u>Cost</u>
Grant Detail	
Other	
Web-Based Catalog	<u>\$ 15,000</u>
Total Grant	<u><u>\$ 15,000</u></u>

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Technical Assistance Negotiated Grant Agreement by and between the City of Lubbock and Texas State Library and Archives Commission, and all related documents. Said Agreement and related documents are 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 this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

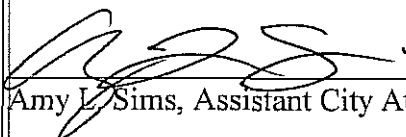
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TECHNICAL ASSISTANCE NEGOTIATED GRANT**

Grant Number: 476-10019

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of Lubbock, West Texas Library System
1306 Ninth St.
Lubbock, Texas 79401

II. TERM OF GRANT

September 1, 2009 to August 31, 2010 (SFY 2010)

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide services as outlined in the approved grant application. Grant funds must be used to meet TSLAC and Federal goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (Technical Assistance Negotiated Grant [TANG] for State FY10) as approved by the Grantor. The approved grant application submitted by Grantee becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$108,359
- B. Source of funds:
Federal Funds, CFDA # 45.310
Institute of Museum and Library Services, State Library Program (IMLS)
Federal Fiscal Year 2009
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees providing documentation to demonstrate a lack of sufficient working capital, and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- E. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the 14th day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **July 15, 2010**. Grantor must receive final request for reimbursement no later than **October 15, 2010**.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2010**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2010**.
- G. All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section VII. B. of this contract for FSR due dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount specified in Section IV.A. of this contract.
- H. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS).
- I. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in the remarks section of the TSLAC FSR form accessed through the Grants Management System (GMS) at <https://gms.tsl.state.tx.us/>. Expending any earned program income earned through the utilization of resources funded by this grant requires written prior approval from TSLAC staff.

J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	\$68,900
Fringe Benefits	\$26,825
Travel	\$3,360
Equipment	\$0
Supplies	\$300
Contractual	\$0
Other	\$0
Total	\$99,385
Indirect Costs	\$8,974
Total	\$108,359

V. WRITTEN REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for program and/or fiscal changes via the electronic TSLAC GMS (<https://gms.tsl.state.tx.us/>). Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests on or before **July 31, 2010**. Requests received after this date will be considered on a case-by-case basis. **Grantee must receive written approval from Grantor before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes must have written prior approval under any of the following conditions:
1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 3. Expending any earned program income earned through the utilization of resources funded by this grant; and/or,
 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application must have written prior approval under any of the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,
 3. Changing key persons specified in the grant; System Coordinators (or Executive Directors) are considered key personnel for the purpose of this section.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. All fiscal changes to items listed in the Equipment category specified in Section IV. J. of this contract require written prior approval. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC Equipment Report electronically via the TSLAC GMS with the Final FSR, but no later than **October 31, 2010**, for **all** equipment/property purchased with grant funds during the SFY10 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given Federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved grant application. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit a quarterly report on all activities relating to the program to the Grantor through the TSLAC GMS on or before due dates listed in the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2009 - November 30, 2009	December 7, 2009
December 1, 2009 - February 28, 2010	March 7, 2010
March 1, 2010 - May 31, 2010	June 7, 2010
June 1, 2010 - August 31, 2010	September 7, 2010

- B. The Grantee agrees to submit electronically the TSLAC Financial Status Report Form, located on the TSLAC GMS, for the grant funded under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2009 - November 30, 2009	December 31, 2009
December 1, 2009 - February 28, 2010	March 31, 2010
March 1, 2010 - May 31, 2010	June 30, 2010
June 1, 2010 - August 31, 2010	September 30, 2010

If necessary, a revised Final FSR must be submitted no later than **October 31, 2010**.

Note: Grantee must contact the Grants Accountant listed in Section X of this contract in order to submit a revised FSR.

- C. Grantee will provide prompt and detailed financial reports if requested, in addition to the scheduled Financial Status Reports. **Note: Additional reports will be supplied by the grantee within 5 business days of request by Grantor.**
- D. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.
- E. The Grantee will submit the required Workshop Reporting Forms to the Grantor for the period September 1, 2009 to August 31, 2010. Workshop Reporting Forms should be submitted following each workshop, with all forms submitted no later than **September 30, 2010**.
- F. The Grantee agrees to submit an annual LSTA Project Report Form no later than **September 30, 2010** unless grantor grants an extension.
- G. Grantee agrees to participate in Outcome Based Evaluation (OBE), as determined by Grantor, for the grant period September 1, 2009 to August 31, 2010. Grantee will submit OBE report to Grantor no later than **September 30, 2010** unless grantor grants an extension.
- H. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2010**.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the Technical Assistance Negotiated Grants Program Guidelines for SFY 2010.
- B. The Grantee will comply with the Rules for Administering the Technical Assistance Negotiated Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.212 and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines.
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- D. For grants funded with Federal funds, Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/2003), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.

- E. The Grantee will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).
- F. All publicity relating to the grant award must include acknowledgement of the Institute of Museum and Library Services, <http://www.imls.gov/recipients/acknowledgement.shtm>, and the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide upon request of Grantor one set of all public relations materials produced under this grant with the final quarterly Performance Target Report.
- G. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2008-2012, is submitted on December 31, 2013. **The Grantee will maintain their records through December 31, 2016.**
- I. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. **Remedies for noncompliance.** If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. **Hearings, appeals.** In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. **Effects of suspension and termination.** Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
 1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. **Relationship to Debarment and Suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and any narrative reports should be directed to this grant's Program Administrator:

Program Administrator, Technical Assistance Negotiated Grants (TANG)
 Phone: 512-936-2236 / Fax: 512-463-8800
 E-mail: cjowaisas@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
 Phone: 512-463-6626 / Fax: 512-475-0185
 E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment Reports should be directed to:

Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.212, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, and the Library Services and Technology Act (LSTA), and the State Plan for the LSTA in Texas and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. Grantee has provided to Grantor the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet.
- E. Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.
- F. The Grantee certifies that no Federal funds from this grant award will be made available for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. Should Federal funds awarded as part of this grant be used to purchase computers for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to be used to access the Internet or pay for the direct costs of accessing the Internet, Grantee will ensure Certification forms are received from all libraries receiving benefits of Federal funds expended under this contract.
- G. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other

state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances):

1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
3. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. A subgrantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
5. Subgrantees will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
6. Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for Federally assisted construction subagreements.
7. Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
9. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
10. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
11. Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
12. Subgrantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
13. Subgrantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
14. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Karen B. Drabek, Chief Fiscal Officer

Date

Deborah Littrell, Library Development Director

Date

Christopher Jowaisas

Christopher Jowaisas, Program Manager

August 21, 2009

Date

GRANTEE

City of Lubbock, West Texas Library System

Signature (must be an official empowered to enter into contracts)

Tom Martin, Mayor

Title

Date

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy Sims

Amy Sims, Assistant City Attorney

APPROVED AS TO CONTENT:

Jane Clausen

Jane Clausen, Library Director

**City of Lubbock, TX
Grant Contract
New Grant - Budget Detail
September 24, 2009**

Administrative Information:

City Assigned Grant Number:	83050
Grant Name:	Technical Assistance Negotiated Grant
Grant Effective Date:	9/1/2009
Grant Provider/Agency:	Texas State Library and Archives Commission
Amount City Grant Match:	\$ -
Funding Source of Grant Match:	Not applicable

Personnel Information:

Number of full-time positions funded w/grant	1
Number of part-time positions funded w/grant	0

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
User Support Analyst	\$ 68,900	26,825	95,725	-
Total	\$ 68,900	26,825	95,725	-

Budget Information:

Grant Detail	Cost
Full-time salary	\$ 68,900
Benefits	26,825
Supplies	300
Training and Travel	3,360
Indirect Costs (for management of grant)	8,974
Total Grant	\$ 108,359

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Library System Operation Grant Agreement by and between the City of Lubbock and Texas State Library and Archives Commission, and all related documents. Said Agreement and related documents are 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 this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

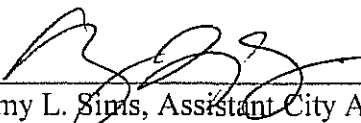
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
LIBRARY SYSTEM OPERATION GRANT**

Grant Number: 470-10015

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of Lubbock, West Texas Library System
1306 Ninth St.
Lubbock, Texas 79401

II. TERM OF GRANT

September 1, 2009 to August 31, 2010 (SFY 2010)

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall support and encourage the active and successful participation by libraries in services offered by the System and the Grantor. The Grantee must provide basic system support services to member libraries, provide coordination and cooperation with TSLAC and with other libraries in a region, meet TSLAC and Federal goals, report information relating to best practices and performance outcomes, and comply with all applicable requirements. The Grantee will comply during the period of this contract and provide services as outlined within the grant application (System Plan of Service for State FY10) as approved by the Grantor. The approved Plan of Service submitted by Grantee becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$300,000
- B. Source of funds:
Federal Funds. CFDA # 45.310
Institute of Museum and Library Services, State Library Program (IMLS)
Federal Fiscal Year 2009
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- E. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the **14th** day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **July 15, 2010**. Grantor must receive final request for reimbursement no later than **October 15, 2010**.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2010**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2010**.
- G. All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section. VII. B. of this contract for FSR due dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount specified in Section IV.A. of this contract.
- H. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS).
- I. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in the remarks section of the TSLAC FSR form accessed through the Grants Management System (GMS) at <https://gms.tsl.state.tx.us>. Expending any earned program income earned through the utilization of resources funded by this grant requires written prior approval from TSLAC staff.

J. Per the approved grant application, funds are authorized according to the following budget:

<u>Personnel</u>	<u>\$154,552</u>
<u>Fringe Benefits</u>	<u>\$66,537</u>
<u>Travel</u>	<u>\$17,894</u>
<u>Equipment</u>	<u>\$2,000</u>
<u>Supplies</u>	<u>\$5,400</u>
<u>Contractual</u>	<u>\$16,180</u>
<u>Other</u>	<u>\$12,590</u>
<u>Total</u>	<u>\$275,153</u>
<u>Indirect Costs</u>	<u>\$24,847</u>
<u>Total</u>	<u>\$300,000</u>

V. WRITTEN REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for program and/or fiscal changes via the electronic TSLAC GMS located at <https://gms.tsl.state.tx.us/>. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests on or before **July 31, 2010**. Requests received after this date will be considered on a case-by-case basis. **Grantee must receive written approval from Grantor before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes must have written prior approval under any of the following conditions:
1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 3. Expending any earned program income earned through the utilization of resources funded by this grant; and/or,
 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved application (System Plan of Service) must have written prior approval under any of the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,
 3. Changing key persons specified in the grant; System Coordinators (or Executive Directors) are considered key personnel for the purpose of this section.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. Fiscal changes to items listed in the Equipment category specified in Section IV. J of this contract require written prior approval. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC Equipment Report electronically via the TSLAC GMS with the Final FSR, but no later than **October 31, 2010**, for all equipment/property purchased with grant funds during the SFY10 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given Federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved Plan of Service. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit a quarterly report on all activities relating to the program to the Grantor through the TSLAC GMS on or before due dates listed in the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2009 - November 30, 2009	December 7, 2009
December 1, 2009 - February 28, 2010	March 7, 2010
March 1, 2010 - May 31, 2010	June 7, 2010
June 1, 2010 - August 31, 2010	September 7, 2010

- B. The Grantee agrees to submit electronically the TSLAC Financial Status Report Form, located on the TSLAC GMS, for the grant funded under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2009 - November 30, 2009	December 31, 2009
December 1, 2009 - February 28, 2010	March 31, 2010
March 1, 2010 - May 31, 2010	June 30, 2010
June 1, 2010 - August 31, 2010	September 30, 2010

If necessary, a revised Final FSR must be submitted no later than **October 31, 2010**.

Note: Grantee must contact the Grants Accountant listed in Section X of this contract in order to submit a revised FSR.

- C. Grantee will provide prompt and detailed financial reports if requested, in addition to the scheduled Financial Status Reports. **Note: Additional reports will be supplied by the grantee within 5 business days of request by Grantor.**
- D. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.
- E. The Grantee will submit the required Workshop Reporting Forms to the Grantor for the period September 1, 2009 to August 31, 2010. Workshop Reporting Forms should be submitted following each workshop, with all forms submitted no later than **September 30, 2010**.
- F. The Grantee agrees to submit an annual LSTA Project Report Form no later than **September 30, 2010** unless grantor grants an extension.
- G. Grantee agrees to participate in Outcome Based Evaluation (OBE), as determined by Grantor, for the grant period September 1, 2009 to August 31, 2010. Grantee will submit OBE report to Grantor no later than **September 30, 2010** unless grantor grants an extension.
- H. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2010**.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the System Plan of Service Program Guidelines for SFY 2010.
- B. The Grantee will comply with the Rules for Administering the Library Systems Act, Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter D, Rules 1.91 - 1.96, Title 13, Part 1, Chapter 2, Subchapter C, Division 6, Rules 2.610 - 2.612 regarding the Guidelines for Library Systems, and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 - 2.119 regarding General Grant Guidelines.
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)

Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)

Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)

- D. For grants funded with Federal funds, Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/2003), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.
- E. The Grantee will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).
- F. All publicity relating to the grant award must include acknowledgement of the Institute of Museum and Library Services, <http://www.imls.gov/recipients/acknowledgement.shtm>, and the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide upon request of Grantor one set of all public relations materials produced under this grant with the final quarterly report of program activities.
- G. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2008-2012, is submitted on December 31, 2013. **The Grantee will maintain their records through December 31, 2016.**
- I. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and any narrative reports should be directed to this grant's Program Administrator:

Program Administrator, Library Systems
Phone: 512-936-2236 / Fax: 512-463-8800
E-mail: cjowaisas@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment Reports should be directed to:

Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter D, Rules 1.91 – 1.96, Title 13, Part 1, Chapter 2, Subchapter C, Division 6, Rules 2.610 – 2.612 regarding the Systems Grant Program, and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119, Texas Government Code §441.135 Grants (Systems Act), P.L. 108-81, the Library Services and Technology Act (LSTA), and the State Plan for the LSTA in Texas and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. Grantee has provided to Grantor the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet.
- E. Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's

responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.

- F. The Grantee certifies that no Federal funds from this grant award will be made available for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. Should Federal funds awarded as part of this grant be used to purchase computers for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to be used to access the Internet or pay for the direct costs of accessing the Internet, Grantee will ensure Certification forms are received from all libraries receiving benefits of Federal funds expended under this contract.
- G. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances):
1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
 2. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
 3. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 4. A subgrantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 5. Subgrantees will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
 6. Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for Federally assisted construction subagreements.
 7. Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
 8. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
 9. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 10. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

11. Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
12. Subgrantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
13. Subgrantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
14. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Karen B. Drabek, Chief Fiscal Officer

Date

Deborah Littrell, Library Development Director

Date

Christopher Jowaisas

Christopher Jowaisas, Program Manager

August 24, 2009

Date

GRANTEE

City of Lubbock, West Texas Library System

Signature (must be an official empowered to enter into contracts)

Tom Martin, Mayor

Title

Date

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy Sims

Amy Sims, Assistant City Attorney

APPROVED AS TO CONTENT:

Jane Clausen

Jane Clausen, Library Director

**City of Lubbock, TX
Grant Contract
New Grant - Budget Detail
September 24, 2009**

Administrative Information:

City Assigned Grant Number:	83049
Grant Name:	Library System Operation Grant
Grant Effective Date:	9/1/2009
Grant Provider/Agency:	Texas State Library Archive Commission
Amount City Grant Match:	\$ -
Funding Source of Grant Match:	Not applicable

Personnel Information:

Number of full-time positions funded w/grant	3
Number of part-time positions funded w/grant	0

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Librarian III	\$ 61,101	25,512	86,613	-
Librarian II	56,045	22,227	78,272	-
Senior Bookkeeper	37,406	18,798	56,204	-
Total	\$ 154,552	66,537	221,089	-

Budget Information:

Grant Detail	Cost
Full-time salary	\$ 154,552
Benefits	66,537
Supplies	
Equipment/Property	2,000
Office supplies	5,400
Contractual (workshop presenters)	16,180
Other	
Telephone	8,690
Vehicle maintenance	2,500
Postage	1,400
Training and Travel	17,894
Indirect Cost (for management of grant)	24,847
Total Grant	\$ 300,000

RESOLUTION

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

THAT the Mayor of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Interlibrary Loan Grant Agreement and any associated documents by and between the City of Lubbock and the Texas State Library and Archives Commission, which Agreement is attached hereto and made a part hereof for all purposes.

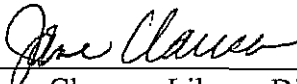
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

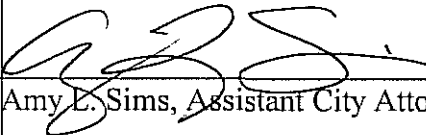
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
INTERLIBRARY LOAN CENTER GRANT PROGRAM**

Grant Number: 771-10031

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of Lubbock, Lubbock City-County Library
1306 9th Street
Lubbock, Texas 79401-2708

II. TERM OF GRANT

September 1, 2009 to August 31, 2010 (SFY 2010)

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide services outlined in the approved Interlibrary Loan Center (ILL) grant application. Grant funds must be used to meet TSLAC and Federal goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (ILL Center Grant for State FY10) as approved by the Grantor. The approved grant application submitted by Grantee becomes part of this contract by this reference.

- A. Grantor will reimburse Grantee for expenses incurred in processing and filling ILL requests for library materials and information from public, academic, and special libraries and for processing ILL requests originating with the Grantee. Grantor will also reimburse Grantee for providing OCLC system use support to Texas Group selective user libraries in the Grantee's service area.
- B. Grantee will provide free ILL service according to the operating procedures set by Grantor.
- C. Grantee will employ the 2.00 full-time equivalent (FTE) positions, whose work assignments are exclusively to provide ILL services.
- D. Grantee will provide telephone line(s) directly into the ILL office, telephone extension to local library telephones, and permit the computer(s) to be connected without charge to access OCLC or other appropriate technology.
- E. Grantee agrees to provide rapid and convenient access to its catalog of holdings and its circulation system for use without charge by the project staff.
- F. The budget allocations are based on the following performance objectives:
 - 1. Fill 10,400 ILL requests from the Grantee's resources.
 - 2. Process 35,400 ILL transactions.
 - 3. Maintain an average response time of 24 hours for ILL requests.
 - 4. Maintain a maximum turnaround time of 8 days for requests from the region filled by the Grantee.
 - 5. Maintain a maximum turnaround time of 18 days for requests referred to and filled by other libraries.
 - 6. Maintain contractual obligations with Clio for which funds have been provided for within grant budget.
 - 7. Maintain contractual obligations with TExpress for which funds have been provided for within the grant budget.
- G. Grantee will comply during the period of this contract with its approved ILL grant application.
- H. Grantee agrees, upon written request of Grantor, to participate fully in any special study, survey, or other research and testing that is designed to evaluate or improve ILL policies, procedures, or management.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$114,122
- B. Source of funds:
Federal Funds, CFDA # 45,310
Institute of Museum and Library Services, State Library Program (IMLS)
Federal Fiscal Year 2009
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees that provide documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.

- E. Payments of advance funds will be disbursed by the first working day of the advance period provided the RFF Form is received by Grantor no later than the 14th day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2010**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2010**. Grantor must receive final request for advance no later than **July 15, 2010**. Grantor must receive final request for reimbursement no later than **October 15, 2010**.
- G. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section VII. E. of this contract for FSR due dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount specified in Section IV.A. of this contract.
- H. Per the approved grant application, funds are authorized according to the following budget:

Personnel	\$55,406
Fringe Benefit	\$31,907
Travel	\$600
Equipment/Property	\$0
Supplies	\$2,000
Contractual	\$5,100
Other	\$9,300
Total	\$104,313
Indirect Costs	\$9,809
Total	\$114,122

V. WRITTEN PRIOR APPROVALS FOR FISCAL AND PROGRAMMATIC CHANGES

Grantee must submit fiscal and/or programmatic change requests via the electronic TSLAC GMS. Grantor must receive all budget amendment requests on or before **May 30, 2010**, and these will be considered on a case-by-case basis. **Grantee must receive an executed Contract Amendment from Grantor before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes to the approved grant application must have an executed Contract Amendment under any of the following conditions:
 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 3. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from an executed Contract Amendment.
- B. Programmatic changes to the approved grant application must have an executed Contract Amendment under any of the following conditions:
 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,
 3. Changing key persons specified in the grant; ILL Managers are considered key personnel for the purpose of this section.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. Fiscal changes to items listed in the Equipment/Property budget category specified in Section IV. H. of this contract requires an executed Contract Amendment. This category includes equipment, furniture, library materials, etc., purchased wholly or in part with grant funds. The approved budget amount listed in Section IV. H. plus any subsequently approved Contract Amendment will be the total approved equipment expenditure amount. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC Equipment Report electronically via the TSLAC GMS with the Final FSR, but no later than **October 31, 2010**, for all equipment/property purchased with grant funds during the SFY10 grant year. This list must balance with the equipment/property purchased under the approved grant application and/or an executed Contract Amendment.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f)

VII. REPORTING REQUIREMENTS

The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved Grant Application. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit ILL statistics to Grantor monthly. Grantee will maintain a record of each ILL request submitted to other libraries.
- B. The Grantee agrees to submit turnaround time data records to Grantor within two weeks of the completion of the data records.
- C. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2010**.
- D. TSLAC has provided the OCLC ILL tool, ILLiad, to particular Grantees for the purpose of facilitating the ILL process. Grantees who have been provided this tool will provide quarterly narrative progress reports detailing steps taken to fully implement the use of OCLC's ILLiad ILL management software tool. The progress reports will be evaluated by Grantor to certify that Grantee has made reasonable efforts to collaborate in a timely fashion with Grantor to ensure efficient and effective implementation of the tool. Grantor is hosting the ILLiad server to benefit program participants, and timely implementation is required to achieve full benefits of the software application. The quarterly ILLiad reports are due on the same dates as the FSR schedule, as listed in Paragraph E of this Section.
- E. The Grantee agrees to submit electronically the TSLAC Financial Status Report Form, located on the TSLAC GMS, for the grant funded under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2009 - November 30, 2009	December 31, 2009
December 1, 2009 - February 28, 2010	March 31, 2010
March 1, 2010 - May 31, 2010	June 30, 2010
June 1, 2010 - August 31, 2010	September 30, 2010

If necessary, a revised Final FSR must be submitted no later than **October 31, 2010**.

Note: Grantee must contact the Grants Accountant listed in Section X of this contract in order to submit a revised FSR.

- F. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.
- G. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2010**.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the TexNet Center Policies Manual.
- B. The Grantee will comply with the Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.211 regarding the ILL Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines.
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- D. For grants funded with federal funds, the Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/97), located at: http://www.whitehouse.gov/omb/grants/grants_circulars.html.

- E. The Grantee will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).
- F. All publicity relating to the grant award must include acknowledgement of the Institute of Museum and Library Services <http://www.imls.gov/recipients/acknowledgement.shtml>, and the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the final ILL statistics.
- G. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2008-2012 is submitted on December 31, 2013. **The Grantee will maintain their records through December 31, 2016.**
- I. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
 1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in that the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and narrative reports should be directed to this grant's Program Administrator:

TexNet Coordinator
 Phone: 512-463-5406
 Fax: 512-936-2306
 E-mail: sbennett@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
 Phone: 512-463-6626
 Fax: 512-475-0185
 E-mail: mmartin@tsl.state.tx.us

Questions relating to required Requests for Funds, Financial Status Reports, and Equipment/Property Acquired Report should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XVIII. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code § 441.006, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.211 regarding the ILL Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, the Library Services and Technology Act (LSTA), the State Plan for the LSTA in Texas and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. Grantee has provided to Grantor the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Grantee agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- E. Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.
- F. The Grantee certifies that no Federal funds from this grant award will be made available for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. Should Federal funds awarded as part of this grant be used to purchase computers for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to be used to access the Internet or pay for the direct costs of accessing the Internet, Grantee will ensure Certification forms are received from all libraries receiving benefits of Federal funds expended under this contract.
- G. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances).
1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
 2. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
 3. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 4. A subgrantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 5. Subgrantees will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
 6. Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
 7. Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
 8. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
 9. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 10. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 11. Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
 12. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
 13. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
 14. The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 15. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Karen B. Drabek

Karen B. Drabek, Chief Fiscal Officer

8-4-09

Date

Beverly Shirley

Beverly Shirley, Library Resources Director

8/4/09

Date

Susan Bennett

Susan Bennett, Program Manager

8/4/09

Date

GRANTEE

City of Lubbock, Lubbock City-County Library

Signature (must be an official empowered to enter into contracts)

Tom Martin, Mayor

Title

Date

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy Sims
Amy Sims, Assistant City Attorney

APPROVED AS TO CONTENT:

Jane Clausen
Jane Clausen, Library Director

City of Lubbock, TX
Grant Contract
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number:	83048
Grant Name:	Interlibrary Loan Center
Grant Effective Date:	9/1/2009
Grant Provider/Agency:	Texas State Library and Archives Commission
Amount City Grant Match:	\$ -
Funding Source of Grant Match:	Not applicable

Personnel Information:

Number of full-time positions funded w/grant	2
Number of part-time positions funded w/grant	0

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Librarian I	\$ 35,022	17,822	52,844	-
Office Assistant	20,384	14,085	34,469	-
Total	\$ 55,406	31,907	87,313	-

Budget Information:

Grant Detail	Cost
Full-time salary	\$ 55,406
Benefits	31,907
Office supplies	2,000
Other	
Contractual (software upgrade and courier service)	5,100
Telephone	2,267
Postage	7,033
Training & Travel	600
Indirect Costs (for management of grant)	9,809
Total Grant	\$ 114,122

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to an Agreement, by and between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA), from the Community Services Block Grant (CSBG) program, and related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

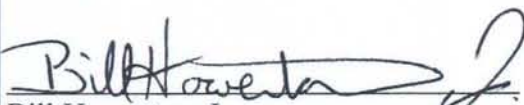
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr.
Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs/res-CSBG Amend Assistance Prog-TDHCA
08/24/09

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NO. 61090000378
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and City of Lubbock agree to amend contract no. 61090000378 executed by the Department on or about January 1, 2009 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 C. to read

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of \$420,767.14

Effective Date: July 01, 2009

City of Lubbock

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

**City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
September 24, 2009**

Administrative Information:

City Assigned Grant Number:	82032
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2009
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	1/22/2009
Original Grant Acceptance-Resolution No.:	2009-R0019
Amount City Grant Match:	\$ -
Funding Source of Grant Match:	Not Applicable

Personnel Information:

Number of full-time positions funded w/grant	5 (Included in original grant appropriation)
Number of part-time positions funded w/grant	0

Budget Information:

	Cost
Original Grant Appropriation Amount	\$ 408,543
Grant Amendment Detail	
Other	
Comprehensive Energy Assistance Program Administration and Operations	
Lutheran Social Services	6,112
Catholic Family Services	6,112
 Total Amendment	 12,224
 Total Grant Appropriation with Amendment	 \$ 420,767

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 2010-033391 for Community Preparedness Section/Public Health Emergency Response (PHER) services, by and between the City of Lubbock and Department of State Health Services, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

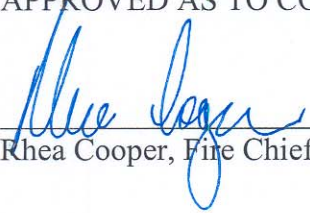
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rhea Cooper, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033391 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LUBBOCK HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$228,933.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **09/15/2009** and ends on **07/31/2010**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-033391-001 Community Preparedness Section / Public Health Emergency Response (PHER)
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LUBBOCK
Address: PO BOX 2000
LUBBOCK, TX 79408
Vendor Identification Number: 17560005906001

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Tom Martin, Mayor
Printed Name and Title

Director, Client Services Contracting Unit

1625 13th Street
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

LUBBOCK, Texas 79401
City, State, Zip

(512) 458-7470


806 775 2010
Telephone Number

Bob.Burnette@dshs.state.tx.us


ldumbauld@mylubbock.us
E-mail Address for Official Correspondence

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Chad Weaver
Assistant City Attorney



Rhea Cooper
Lubbock Fire Chief

CONTRACT NO. 2010-033391-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000355098

CONTRACTOR: CITY OF LUBBOCK HEALTH DEPARTMENT

DSHS PROGRAM: Community Preparedness Section / Public Health Emergency Response
(PHER)

TERM: 09/15/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109) Focus Area I. Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

- Hiring of staff to conduct accelerated vaccine planning, preparation and implementation activities.
- Initiating contracts for in-state vaccine transportation and distribution, temporary staff and/or local organizations (e.g., visiting nurses, community vaccinators) to ensure personnel will be available to vaccinate (or distribute antiviral) for potential vaccine clinics, and adequate storage space for sufficient quantities of vaccine. These contracts should only be executed following a decision by the federal government to initiate a mass vaccination campaign. Contracts should allow for termination for convenience and de-obligation of funds remaining if a decision is made to not conduct a full-scale vaccination campaign. **All contracts for vaccine transportation and distribution shall be coordinated with the DSHS Immunization Branch to reduce the potential for duplication of efforts.**
- Purchasing supplies that will be needed during the event (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with Center for Disease Control (CDC) National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies).
- Purchasing the H1N1 vaccine. In addition to the H1N1 vaccine, Texas will receive supplies including, but not limited to, syringes, needles, alcohol swabs, and needle disposal containers to administer the H1N1 vaccine during a clinic. Funds may be used to purchase additional supplies as needed. Details on how to purchase these supplies will be provided by DSHS as they are available.

- Travel for planning, conferences and training related to pandemic preparedness activities.

These funds shall not be used for:

- Purchase of seasonal flu vaccine.
- Purchase of vehicles.
- Response or recovery efforts prior to the contract start date.
- Research.
- Construction.
- Clinical care.
- Interest on loans for the acquisition and/or modernization of an existing building.

Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) or any other program.

PHER funds must be accounted for by focus area. The funds associated with this contract are Focus Area 1. Commingling of funds between the PHEP and PHER programs is not allowed.

Funding may also be used to address other remaining pandemic preparedness and response gaps subject to approval by DSHS.

Contractor must comply with the administrative requirements outlined in 45 CFR Part 74 and Part 92, as appropriate. The following additional requirements apply to this project:

- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-12 Lobbying Restrictions
- AR-13 Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14 Accounting System Requirements

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, <http://www.grants.gov/search/search.do?oppld=48370&mode=VIEW>);
- Contractor's FY10 Applicant Information and Budget Detail; and
- CDC's Local Emergency Preparedness and Response Inventory.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Complete and submit to DSHS the CDC gap analysis and work plan templates no later than October 15, 2009. The analysis and work plan shall be sent electronically to PHP.Contracts@dshs.state.tx.us.
2. Contractor must initiate contact with Tribal organizations within contractor's boundaries no later than October 31, 2009. Contractor shall ensure that Tribal organizations have adequate vaccination information and a vaccination plan in place. Contractor shall ensure Tribal organizations have access to funding necessary to achieve this goal.
3. Complete a mid-year report and an end of year report as requested by and in a format to be provided by DSHS. DSHS will notify contractors when the Centers for Disease Control (CDC) has released the reporting formats for completion and will provide 15 days to complete the required reports.
4. Coordinate with DSHS immunizations program staff to assist with education of local providers about the ordering process for H1N1 vaccine when that process is made available.
5. Conduct mass H1N1 vaccination clinics within the Contractor's jurisdiction if mass vaccination clinics are deemed necessary by CDC. DSHS will notify Contractor of CDC mass vaccination declarations including any guidelines.
6. Coordinate vaccine planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.
7. Coordinate with DSHS epidemiology and surveillance staff at regional and state wide levels on collection and submission of influenza surveillance data.
8. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation. Data from the novel H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the Health Service Region (HSR) within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Resource Network (LRN) or DSHS Laboratory according to the specimen collection criteria located at <http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm>.
9. Attend quarterly DSHS public health preparedness meetings.

SECTION III. SOLICITATION DOCUMENT: -

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached categorical budget and, if applicable, equipment list.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Terms, Amendment** Article, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, Funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is not applicable to this Program Attachment.

2010-033391-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$6,425.00
EQUIPMENT	\$45,703.00
SUPPLIES	\$74,042.00
CONTRACTUAL	\$92,763.00
OTHER	\$10,000.00
TOTAL DIRECT CHARGES	\$228,933.00
INDIRECT CHARGES	\$0.00
TOTAL	\$228,933.00
DSHS SHARE	\$228,933.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$228,933.00

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

Equipment List Attached.

Equipment List

Equipment Total: \$ 45,703.00

Item #	Equipment Description	Units	Unit Cost	Total
1	HP Carepack for additional Warranty	5	\$149.00	\$745.00
2	Refrigerator, Forma Pharmacy FRPH5004 51 cu/ft	5	\$7,437.80	\$37,189.00
3	Sensaphone Dialing System Product # 400047	5	\$541.80	\$2,709.00
4	Smart Buy-HP compaq 6730b Notebook PC KS180UT#ABA	5	\$1,012.00	\$5,060.00



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-033391

Application or Contract Number

CITY OF LUBBOCK HEALTH
DEPARTMENT

Organization Name

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number:	TBA
Grant Name:	Public Health Emergency Response
Grant Effective Date:	9/15/2009
Grant Provider/Agency:	Texas Department of State Health Services
Amount City Grant Match:	\$ -
Funding Source of Grant Match:	Not applicable

Budget Information:

	Cost
Grant Appropriation Detail	
Equipment	\$ 41,000
Supplies	
Office supplies	3,745
Educational supplies	48,933
Medical, ancillary supplies	75,000
Other	
Temporary Personnel	53,500
Telephone	330
Training & Travel/Mileage	6,425
Total Appropriation	\$ 228,933

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 2010-033399 Community Preparedness Section/Public Health Emergency Response (PHER) for the preparation of the lab for the H1N1 Influenza Resurgence, by and between the City of Lubbock and the Department of State Health Services, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

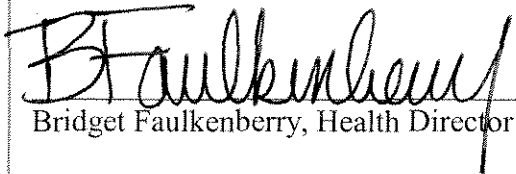
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

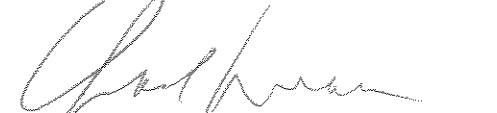
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bridget Faulkenberry, Health Director

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2010-033399** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **CITY OF LUBBOCK HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$169,777.00**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **09/15/2009** and ends on **07/31/2010**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-033399-001 Community Preparedness Section / Public Health Emergency Response (PHER) Focus Area 2
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LUBBOCK
Address: PO BOX 2000
LUBBOCK, TX 79408
Vendor Identification Number: 17560005906001

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

TOM MARTIN
Printed Name and Title

Director, Client Services Contracting Unit

1902 TEXAS AVENUE
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

LUBBOCK, TEXAS 79411
City, State, Zip

(512) 458-7470

(806) 775-2908
Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

ATTEST:

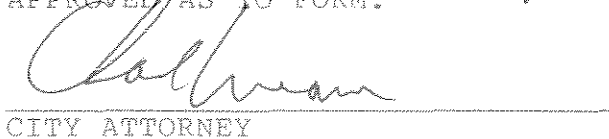
REBECCA GARZA, CITY SECRETARY

APPROVED AS TO CONTENT:



BRIDGET FAULKENBERRY, PUBLIC HEALTH MANAGER

APPROVED AS TO FORM:



CITY ATTORNEY



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-033399

Application or Contract Number

CITY OF LUBBOCK HEALTH
DEPARTMENT

Organization Name

2010-033399-001

Categorical Budget:

PERSONNEL	\$30,000.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$7,777.00
EQUIPMENT	\$85,000.00
SUPPLIES	\$42,000.00
CONTRACTUAL	\$0.00
OTHER	\$5,000.00
TOTAL DIRECT CHARGES	\$169,777.00
INDIRECT CHARGES	\$0.00
TOTAL	\$169,777.00
DSHS SHARE	\$169,777.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$169,777.00

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

Equipment List Attached.

Equipment List

Equipment Total: \$ 85,000.00

Item #	Equipment Description	Units	Unit Cost	Total
1	MagNA Pure LC 2.0 tabletop instrument. Catalog # 05197686001. For rapid, cross-contamination-free preparation of nucleic acids, and PCR setup. High flexibility in sample type and volume as well as elution volume and post-elution processes.	1	\$85,000.00	\$85,000.00

CONTRACT NO. 2010-033399
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000355207

CONTRACTOR: CITY OF LUBBOCK HEALTH DEPARTMENT

DSHS PROGRAM: Community Preparedness Section / Public Health Emergency
Response (PHER – Focus Area 2)

TERM: 09/15/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (PHER) (Funding Opportunity CDC-RFA-TP09-902-H1N109) to bolster the state and local public health jurisdictions' preparedness and response capabilities in order to decrease morbidity and mortality associated with an influenza pandemic.

Contractor shall conduct activities at the local level in support of the FY2010 Public Health Emergency Response Focus Area 2: Laboratory, Epidemiology, Surveillance, and Other Associated Pandemic Preparedness and Response Activities. The purpose of Focus Area 2 is to ensure a robust capacity to detect and monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations, and other associated pandemic response activities.

Contractor's laboratory microbiologist shall be responsible for training other Contractor laboratory staff in setting up and performing all diagnostic and reference testing for influenza viruses; communicating with all other laboratories within the service area as defined by the Department of State Health Services (DSHS); and interacting with DSHS and CDC.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this Program Attachment and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) Laboratory Resource Network (LRN) or any other program.

PHER funds must be accounted for by focus area. The funds associated with this contract are Focus Area 2. Commingling of funds between the PHEP and PHER programs (including PHER Focus Area 1) is not allowed.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, <http://www.grants.gov/search/search.do?oppId=48370&mode=VIEW>);
- Contractor's FY10 Applicant Information and Budget Detail; and
- CDCs Local Emergency Preparedness and Response Inventory.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Maintain a year-round confirmatory influenza testing laboratory with a staff trained and proficient in CDC influenza protocols.
2. Communicate changes in specimen submission requirements and appropriate use of influenza diagnostics using rapid molecular biology methods to sentinel/clinical laboratories and healthcare providers in designated area to ensure specimens are submitted within 5 days to Contractor.
3. Utilize the DSHS provided Public Health Laboratory Information Management System (PHLIMS) for reporting influenza testing and results. This reporting shall include sample and laboratory data as well as the final report.
4. Ensure expanded laboratory capacity to expeditiously manage a surge of testing, reporting, and client services activities anticipated during an influenza pandemic. Contractor shall expand capacity to process 200% greater specimen testing for the most recent influenza season prior to the H1N1 event. The expansion may include

purchasing equipment and supplies to meet surge demands in the event of a novel influenza event including H1N1.

5. Train additional staff to prepare for absenteeism and testing demands during a surge event.
6. Inform the clinical and epidemiological community regarding implementation of testing algorithms to assure efficient use of laboratory resources during periods of testing demand surge. Update guidance for sentinel/clinical laboratories and healthcare providers in the proper collection, storage, and shipping of influenza specimens.
7. Upon request provide copies of all new or revised Standard Operating Procedures (SOP) and/or Standard Operating Guidelines (SOG) related to influenza testing to DSHS.
8. Complete a mid-year report and an end of year report as requested by and in a format to be provided by DSHS. DSHS will notify Contractor when the Centers for Disease Control (CDC) has released the reporting formats for completion and will provide 15 days to complete and submit the required reports to DSHS.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421 .071 and 421.072 (b) and (c).

Contractor shall provide services in the following counties: Andrews, Archer, Armstrong, Bailey, Baylor, Borden, Briscoe, Brown, Callahan, Carson, Castro, Childress, Clay, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hardeman, Haskell, Howard, Irion, Jack, Jones, Kent, Kimble, Knox, Loving, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Montague, Nolan, Pecos, Reagan, Reeves, Schleicher, Sterling, Sutton, Terrell, Tom Green, Upton, Ward, Winkler

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental entity.

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below:

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA# 93.069

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Terms, Amendment** Article, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for clinical care, research, construction, interest on loans for the acquisition and/or modernization of an existing building, reimbursement of pre-award costs, or to purchase seasonal flu vaccine, vehicles of any kind, or incentive items.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is not applicable to this Program Attachment.

Public Health Emergency Response+A1 - Laboratory
Grant Award
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number	TBA	
Grant Name:	Public Health Emergency Response - Laboratory	
Grant Effective Date:	09/15/2009	
Grant Provider/Agency:	Texas Department of State Health Services	
Amount City Grant Match:	\$ -	
Funding Source of Grant Match:	Not Applicable	

Budget Information:

Project Detail	Cost
Salaries	
Temporary Agency Help as Needed	\$ 30,000
Supplies	
Office Supplies	2,000
Test Kits and Reagents	20,000
Laboratory Consumables	10,000
Training Supplies	2,000
Miscellaneous Laboratory Supplies	8,000
Equipment	
MagNA Pure Sample Extractor	85,000
Travel	
Training of Staff for H1N1 Protocols	7,777
Other	
Postage for Survey/Info Packets	2,500
Postage for Specimen Transport Boxes	2,500
Total Project Amount	\$ 169,777

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes execution of a \$198,588 Grant Agreement for the Speed Selective Traffic Enforcement Program and the Driving While Intoxicated Selective Traffic Enforcement Program, and any associated documents, by and between the City of Lubbock and the Texas Department of Transportation. Said Grant Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

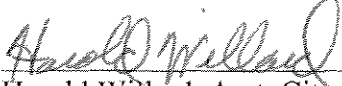
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dale Holton, Chief of Police

APPROVED AS TO FORM:



Harold Willard, Asst. City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2010

Organization Name: City of Lubbock Police Department

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: STEP - 2010 Comprehensive

ID: 2010-Lubbock -S-SYG-0014

Period: 10/01/2009 to 09/30/2010

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2010.

Project Title: **STEP - 2010 Comprehensive**

Grant Period: This Grant becomes effective on **10/01/2009** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2010** unless terminated or otherwise modified.

Total Awarded: **\$198,588.00**

Amount Eligible for Reimbursement: **\$99,294.00**

Match Amount: **\$99,294.00**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

City of Lubbock

[Legal Name of Agency]

By:

[Authorized Signature]

[Name]

[Title]

Date: _____

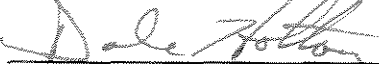
Under the authority of Ordinance or
Resolution Number (for local government):
(If Applicable)

[Resolution Number]

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Dale Holton, Chief of Police

THE STATE OF TEXAS

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

By:

[District Engineer Texas Department of
Transportation]

[Name]

[Title]

Date: _____

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)

Date: _____

Program Element Selection

YEAR LONG

- DWI DWI: Driving While Intoxicated
 Speed Speed: Speed Enforcement
 OP OP: Occupant Protection (Safety Belt and Child Safety Seat)
 ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP Jurisdiction wide

CMV

- Speed, OP and HMV CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

Note: If a DWI component is selected above, an SFST letter is no longer required to be submitted with the proposal.

General Information

Project Title STEP - 2010 Comprehensive

How many years has your organization received funding for this project? This will be our third year.

Project Director Name Michael Steen

Organization Address 916 Texas Ave
Lubbock, TX 79401

Mailing Address P.O. Box 2000
Lubbock, Texas 79457

Multi Year Proposal Selection

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns,

overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily

City of Lubbock
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report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities

Strategy: Increase enforcement of DWI laws.

I agree to the above goals and strategies.

Baseline Information

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity. Note: Baseline data used must be no older than 2001 data.

Baseline Year (12 months) From 1/1/2008 to 12/31/2008

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	712
Number of speed citations	7994
Number of alcohol-related crashes	426
Number of speed-related crashes	3771

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	47 %	02/2009
Attach Speed survey data	https://www.dot.state.tx.us/apps/egrants/_Upload/112328-2010SpeedSurvey0001.pdf	
Support Document not included in Survey Data		

Law Enforcement Objective/Performance Measure

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	125
b. Increase speed citations by	10791
2. Proposed total number of traffic related crashes	
a. Reduce the number of alcohol-related crashes to	370
b. Reduce the number of speed-related crashes to	3600
3. Increase speed compliance	
a. Increase the speed compliance rate to	60%
4. Number of Enforcement Hours	4856

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

Step Indicator

2.69

PI&E Objective Performance/Measure

Object/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	12
c. Conduct community events (e.g. health fairs, booths)	5
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	5000

City of Lubbock
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Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)				
Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
A	Speed	82nd Street, I-27 West to Milwaukee Ave., 6 miles of roadway	48	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
B	Speed	I-27, South city limits to north city limits. 8 miles of roadway.	54	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
C	Speed	South Loop 289. I-27 West to Slide Road. 5 Miles of Roadway.	52	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
D	Speed	34th Street, W. Loop 289 to I-H27. 5 miles of roadway.	46	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
E	Speed	50th Street, W. Loop 289 to I-H27. 5 miles of roadway.	55	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
F	Speed	Indiana Avenue, South city limits to north city limits. 8 miles of roadway.	44	Daily, Monday through Sunday 7:00 A.M. - 11:00 PM
G	Speed	Marsha Sharp Freeway (Hwy 62/82). W. Loop	57	Daily, Monday through Sunday

City of Lubbock
STEP - 2010 Comprehensive

	289 to I-H27. 5 miles of roadway.		7:00 A.M. - 11:00 PM
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City of Lubbock
STEP - 2010 Comprehensive

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)					
Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period	
H	Speed	University Avenue. 98th Street to N. Loop 289. 8 miles of roadway.	51	Daily, Monday through Sunday 7:00 AM - 11:00 PM	
I	Speed	School zone located at the intersection of 4th & Toledo	60	Mon-Fri; 7:00-8:00 AM and 3:00-4:00 PM	
J	Speed	School zone located at the intersection of 34th & Vicksburg	40	Mon-Fri; 7:00-8:00 AM and 3:00-4:00 PM	
K	Speed	School zone located at the intersection of 30th & Chicago	34	Mon-Fri; 7:00-8:00 AM and 3:00-4:00 PM	
L	Speed	School zone located at the intersection of 34th & Ave N	43	Mon-Fri; 7:00-8:00 AM and 3:00-4:00 PM	
M	Speed	School zone located at the intersection of 42nd & Utica	28	Mon-Fri; 7:00-8:00 AM and 3:00-4:00 PM	
N	DWI	All Federal, State and County Highways, all		11:00 P.M. - 4:00 A.M. Daily	

City of Lubbock
STEP - 2010 Comprehensive

streets within the city limits of Lubbock Monday through Sunday

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$98,894.00	\$98,894.00	\$197,788.00
(200)	Fringe Benefits:			\$0
	Sub-Total:	\$98,894.00	\$98,894.00	\$197,788.00
Category II - Other Direct Costs				
(300)	Travel:	\$400.00	\$400.00	\$800.00
(400)	Equipment:			\$0
(500)	Supplies:			\$0
(600)	Contractual Services:			\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$400.00	\$400.00	\$800.00
Total Direct Costs:		\$99,294.00	\$99,294.00	\$198,588.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate:			\$0
Summary				
	Total Labor Costs:	\$98,894.00	\$98,894.00	\$197,788.00
	Total Direct Costs:	\$400.00	\$400.00	\$800.00
	Total Indirect Costs:			\$0
Grand Total		\$99,294.00	\$99,294.00	\$198,588.00
	Fund Sources (Percent Share):	50.00%	50.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed STEP Program
Grant Award
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number:		TBA
Grant Name:	Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed (STEP) Program	
Grant Effective Date:		10/1/2009
Grant Provider/Agency:	Texas Department of Transportation	
Grant Award Amount		\$ 99,294
Amount City Grant Match:		99,294
Funding Source of Grant Match:		General Fund

Budget Information:

	Cost
Grant Appropriation Detail	
Overtime	\$ 197,788
Travel	800
Total Appropriation	\$ 198,588

City of Lubbock, TX
Grant Contract
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number:		83053
Grant Name:	Library Systems Competitive Grant	
Grant Effective Date:		8/24/2009
Grant Provider/Agency:	Texas State Library and Archives Commission	
Amount City Grant Match:		\$ -
Funding Source of Grant Match:		Not applicable

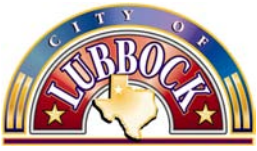
Personnel Information:

Number of full-time positions funded w/grant	0
Number of part-time positions funded w/grant	1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Coordinator, WTLS	\$ 5,931	2,313	8,244	-
Total	\$ 5,931	2,313	8,244	-

Budget Information:

Grant Detail	Cost
Full-time salary	\$ 5,931
Benefits	2,313
Office supplies	1,000
Contractual (automation software)	101,600
Other (postage, etc.)	800
Training and Travel	2,000
Total Grant	\$ 113,644



Agenda Item 5.2

Budget Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 1 amending the Adopted FY 2009-10 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs for the Weatherization ARRA Grant; respecting the Community Development Fund by adding four full-time grant funded positions; and accept and appropriate from the Department of Energy for the Energy Efficiency and Conservation Block Grant.

Item Summary

I. Accept and appropriate \$2,327,865 from the Texas Department of Housing and Community Affairs for the Weatherization ARRA Grant. The grant will fund programs to assist low-income persons and families with weatherizing their homes and installing energy efficiency measures. The grant will fund a portion of five full-time positions.

II. Amend the Community Department Special Revenue Fund by adding four full-time grant funded positions. Three of the positions will be funded through the Weatherization ARRA Grant and one position will be funded through the Homelessness Prevention and Rapid Re-Housing Program (HPRP) Grant. The HPRP Grant funds were appropriated on August 27, 2009.

III. Accept and appropriate \$2,109,900 from the Department of Energy for the Energy Efficiency and Conservation Block Grant. This grant will provide for the replacement of the heating and cooling plant that services the Civic Center and the Mahon Library.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Andy Burcham, Chief Financial Officer

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2009-10 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE WEATHERIZATION AMERICAN RECOVERY AND REINVESTMENT ACT GRANT; RESPECTING THE COMMUNITY DEVELOPMENT FUND BY ADDING FOUR FULL-TIME GRANT FUNDED POSITIONS; RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FROM THE DEPARTMENT OF ENERGY FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT.

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 departments; and

WHEREAS, the City Council deems it advisable to change the FY 2009-10 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 2009-10 (Budget Amendment #1) for municipal purposes, as follows:

- I. Accept and appropriate \$2,327,865 from the Texas Department of Housing and Community Affairs for the Weatherization American Recovery and Reinvestment Grant.
- II. Amend the Community Development Special Revenue Fund by adding four full-time grant funded positions.
- III. Accept and appropriate \$2,109,900 from the Department of Energy for the Energy Efficiency and Conservation Block Grant.

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 this _____ day of _____, 2009.

Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:



Mitchell Satterwhite
City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 24, 2009**

Administrative Information:

Grant Number:	TBA
Grant Name:	Weatherization (American Recovery and Reinvestment Act)
Grant Effective Date:	9/1/2009
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other
Account Analyst	\$ 53,997	21,367	9,425	65,939
Receptionist 1	22,547	13,668	4,530	31,685
Receptionist 2	25,605	14,416	4,870	35,151
Contract Coordinator	51,064	20,649	17,930	53,783
CD Director	64,584	23,959	11,070	77,473
	\$ 217,797	94,059	47,825	264,031

Budget Information:

Grant Appropriation Detail	Cost
Full-time salary	\$ 33,840
Benefits	13,985
Supplies	5,000
Postage	1,000
Other	
Labor, Material, Program Support	1,814,432
Health and Safety	453,608
Liability Insurance/Pollution	5,000
Audit	1,000
Total Appropriation	\$ 2,327,865

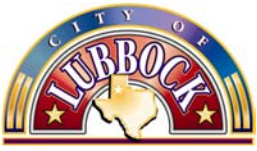
City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 24, 2009

Administrative Information:

City Assigned Grant Number:		<u>TBA</u>
Grant Name:	<u>Energy Efficiency and Conservation Block Grant</u>	
Grant Effective Date:		<u>8/31/2009</u>
Grant Provider/Agency:	<u>Department of Energy</u>	
Amount City Grant Match:		<u>\$ -</u>
Funding Source of Grant Match:		<u>Not applicable</u>

Budget Information:

	<u>Cost</u>
Grant Appropriation Detail	
Contractual Services	<u>\$ 2,109,900</u>
Total Appropriation	<u><u>\$ 2,109,900</u></u>



Agenda Item 5.3

Resolution - Civic Lubbock: Consider a resolution accepting Civic Lubbock, Inc., FY 2009-10 budget.

Item Summary

On September 21, 2005, the City of Lubbock entered into a license agreement with Civic Lubbock, Inc., for all food, beverage and other concession sales at the Lubbock Municipal Auditorium/Coliseum, Lubbock Memorial Civic Center, Buddy Holly Center, Silent Wings Museum and other designated municipal facilities as mutually determined by the City and Civic Lubbock, Inc.

The license agreement includes a provision that requires Civic Lubbock, Inc., to prepare and submit to the City Council for approval an annual budget prior to the beginning of each fiscal year.

The Civic Lubbock, Inc., Board approved its FY 2009-10 budget during its August 24, 2009, meeting.

Fiscal Impact

The budget includes use of \$31,965 in net assets for local grants and special event funding. Civic Lubbock, Inc., will allocate any fund balance growth to a reserve fund designated for future local grants.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager

Civic Lubbock Inc., Board

RESOLUTION

WHEREAS, the City of Lubbock entered into a License Agreement with Civic Lubbock, Inc. on September 21, 2005, for all food, beverage and other concessions sales for the Lubbock Municipal Auditorium/Coliseum, Lubbock Memorial Civic Center, Buddy Holly Center, Silent Wings Museum and other designated municipal facilities; and

WHEREAS, the License Agreement includes a provision that requires Civic Lubbock, Inc. to prepare and submit to the City a budget prior to the beginning of each fiscal year; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby accepts the Civic Lubbock, Inc. 2009-10 Fiscal Year Budget as approved and presented by the Civic Lubbock, Inc. Board. A copy of said budget is attached hereto and incorporated in this Resolution as if fully set forth herein.

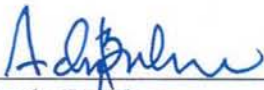
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

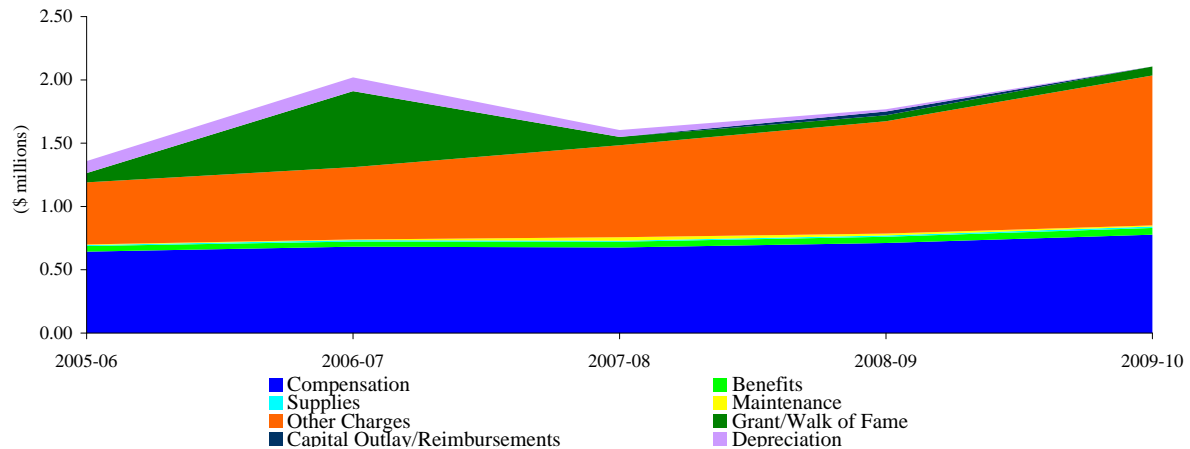


Amy L. Sims, Assistant City Attorney

Civic Lubbock, Inc. - Overview

RESOURCE SUMMARY	Actual FY 2005-06	Actual FY 2006-07	Actual FY 2007-08	Amended FY 2008-09	Budget FY 2009-10	Change from Amended
Funding Sources	\$ 1,554,317	1,982,176	1,689,148	1,781,249	2,073,726	16.4%
Utilization of Net Assets	-	37,740	-	-	31,965	0.0%
Appropriation	1,358,769	2,019,916	1,604,476	1,768,284	2,105,691	19.1%

COMPOSITION OF EXPENDITURES
(Fiscal Year)



FUNDING SOURCES	Actual FY 2005-06	Actual FY 2006-07	Actual FY 2007-08	Amended FY 2008-09	Budget FY 2009-10	% Change from Amended
Civic Center Concessions	\$ 373,686	391,885	431,607	433,875	434,623	0.2
Auditorium/Coliseum Concessions	428,816	447,578	392,778	272,821	329,670	20.8
Select-A-Seat	469,126	339,239	538,373	577,006	616,133	6.8
Grants	2,000	545,630	37,650	-	-	-
Other Income	280,689	257,844	288,740	497,547	693,300	39.3
Total Revenue Sources	1,554,317	1,982,176	1,689,148	1,781,249	2,073,726	16.4
Utilization of Net Assets	-	37,740	-	-	31,965	-
TOTAL FUNDING SOURCES	\$ 1,554,317	2,019,916	1,689,148	1,781,249	2,105,691	18.2

EXPENSES	Actual FY 2005-06	Actual FY 2006-07	Actual FY 2007-08	Amended FY 2008-09	Budget FY 2009-10	% Change from Amended
Compensation	\$ 643,902	682,314	675,651	711,447	776,994	9.2
Benefits	43,825	40,214	45,582	49,026	53,325	8.8
Supplies	7,723	12,260	8,633	10,141	10,858	7.1
Maintenance	4,998	4,777	27,109	15,270	10,000	(34.5)
Other Charges	490,553	570,922	727,403	887,325	1,183,944	33.4
Grant/Walk of Fame	72,620	601,047	65,292	47,390	70,570	48.9
Capital Outlay/Reimbursements	-	-	-	30,000	-	(100.0)
Depreciation	95,148	108,382	54,806	17,685	-	(100.0)
TOTAL EXPENSES	\$ 1,358,769	2,019,916	1,604,476	1,768,284	2,105,691	19.1

Civic Lubbock, Inc. - Functional Overview

Civic Center Concessions

	Budget
FUNDING SOURCES	FY 2009-10
Alcohol Sales	\$ 184,823
Concession Sales	143,000
Catering	81,000
Soda Machine Sales	12,500
Merchandise	7,600
Southwestern Bell Grant	2,500
Interest	2,000
Food Vendors	1,000
Discounts Taken	200
TOTAL FUNDING SOURCES	\$ 434,623
EXPENSES	
Compensation	\$ 176,304
Benefits	8,226
Supplies	2,000
Maintenance	4,500
Other Charges	198,908
TOTAL EXPENSES	\$ 389,938

Auditorium/Coliseum Concessions

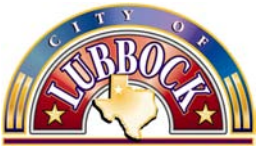
	Budget
FUNDING SOURCES	FY 2009-10
Concession Sales	\$ 179,980
Alcohol Sales	130,190
Merchandise	17,500
Interest	600
Food Court Vendors %	500
Other Sales	500
Soda Machine Sales	200
Discounts Taken	200
TOTAL FUNDING SOURCES	\$ 329,670
EXPENSES	
Compensation	\$ 135,602
Benefits	6,403
Supplies	800
Maintenance	3,000
Other Charges	156,052
TOTAL EXPENSES	\$ 301,857

Administration

	Budget
FUNDING SOURCES	FY 2009-10
Other Income / Service Charge	\$ 400,000
Stagehand Wage Reimbursement	250,000
Stagehand Service Charge	42,500
Interest	800
TOTAL FUNDING SOURCES	\$ 693,300
EXPENSES	
Compensation	\$ 250,000
Benefits	28,187
Supplies	2,058
Maintenance	900
Other Charges	452,480
Grants/Walk of Fame	70,570
TOTAL EXPENSES	\$ 804,195

Select-A-Seat

	Budget
FUNDING SOURCES	FY 2008-09
Handling Fees	\$ 557,191
Professional Fees	38,600
Commission Revenue	6,000
Printing Fee Revenue	4,528
Southwestern Bell Grant	3,615
Other Income	2,000
Interest Income	1,300
Maintenance Support Revenue	1,200
Equipment Rental Revenue	1,020
Discounts Taken	679
TOTAL FUNDING SOURCES	\$ 616,133
EXPENSES	
Compensation	\$ 223,397
Benefits	2,200
Supplies	6,000
Maintenance	1,600
Other Charges	376,504
TOTAL EXPENSES	\$ 609,701



Agenda Item 5.4

Ordinance 2nd Reading - Water Utility: Ordinance 2009-00086 Consider an ordinance prohibiting the potable use of groundwater beneath adjacent properties located at 308 Municipal Drive in Lubbock, Texas, a 2.55 acre tract of land in Section 80, Block A, and 306 Municipal Drive (City owned property) a 1.09 acre tract of land in Section 80, Block A, City of Lubbock, Lubbock County, Texas, and placing specific restrictions on the non-potable use.

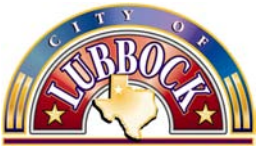
Item Summary

On September 10, 2009, the City Council approved the first reading of the ordinance.

Contaminated groundwater lies beneath many industrial and commercial properties. In some cases it is difficult to locate the source of the contamination or identify the parties responsible for cleaning up the contaminants that have migrated across property lines and have even mixed with other contaminant plumes. The complexity of the problems often prevents the use and redevelopment of valuable property, because cleaning up the groundwater to drinking water standards is very costly. In 2003, the Texas legislature addressed the issue by authorizing the Texas Commission on Environmental Quality (TCEQ) to develop rules and regulations allowing local governments to create procedural ordinances called Municipal Settings Designations (MSDs). MSDs provide administrative controls and groundwater restrictions to be placed in areas served by community water systems. These restrictions not only protect the public from drinking the contaminated groundwater and reduce the cost of cleaning up the groundwater in the area. The goal of the MSD is to encourage restoration and revitalization of the local property tax base as the properties are subsequently redeveloped by reducing the environmental cleanup costs. Only the groundwater consumption exposure pathway requirements are relaxed because the consumption pathway is eliminated, but MSD status does not eliminate the requirement to address other exposure pathways such as contact, inhalation, and impact to ecological receptors.

The Texas Department of Transportation (TxDOT) completed an MSD application for properties located at 308 Municipal Drive in Lubbock, Texas, a 2.55 acre tract of land in Section 80, Block A, and 306 Municipal Drive (City owned property) a 1.09-acre tract of land in Section 80, Block A, City of Lubbock, Lubbock County, Texas. TxDOT, as the owner of the proposed designated property, takes responsibility of the groundwater contamination. In the past, TxDOT utilized Class V injection wells on many of their facilities. These were essentially dry wells used to dispose of waste fluids, such as waste oil, engine oil, brake fluid, hydraulic fluid, transmission fluid, and antifreeze. Other types of waste products that may have been disposed of into the Class V injection wells include paint thinners, asphalt, herbicides, acids, solvents, and wastewater. Beginning in 1998, TxDOT voluntarily began to investigate facilities with former Class V injection wells and actively began to remediate them. The subject property has been monitored and sampled since August 1998, and is registered with the TCEQ as an active Industrial and Hazardous Waste corrective action property with registered inactive petroleum storage tanks. Shaw Environmental collected groundwater samples on the subject property and submitted the samples for laboratory analysis.

The concentration levels of the Chemicals of Concern were compared to the Texas Risk Reduction Program Tier 1 Groundwater Protective Concentration



Agenda Item 5.4

Ordinance 2nd Reading - Water Utility: Ordinance 2009-00086 Consider an ordinance prohibiting the potable use of groundwater beneath adjacent properties located at 308 Municipal Drive in Lubbock, Texas, a 2.55 acre tract of land in Section 80, Block A, and 306 Municipal Drive (City owned property) a 1.09 acre tract of land in Section 80, Block A, City of Lubbock, Lubbock County, Texas, and placing specific restrictions on the non-potable use.

Levels for residential 0.5 acre groundwater ingestion. Based on the results of the analysis, the groundwater underneath the proposed property has been contaminated with the following chemicals of concern:

- Benzene
- 1,2 - Dichloroethane
- Methyl t-butyl ether
- Total Chromium
- Pentachlorophenol

Specific criteria must be met in order for properties to qualify for MSD status:

- An alternate potable water source, such as a municipal water supply, must be available;
- A legal description of the outer boundaries of the MSD must be established;
- A public hearing must be held after proper notifications;
- A local procedural ordinance or restrictive covenant enforceable by the municipality prohibiting potable use of groundwater within the boundaries of the designated MSD area must be approved by the City Council;
- Cities, utilities, and private water well owners found to be within five miles of the area proposed for designation must be identified and notified;
- Cities and retail public utilities have veto power over proposed MSDs, and each MSD must be supported by the City Council to qualify; and
- A properly completed application including legal description, use restrictions, proof of notice, and a \$2,000 filing fee must be submitted to and subsequently approved by the Executive Director of the TCEQ.

The ordinance provides a mechanism for private and public owners of contaminated properties to reduce the costs associated with the investigation and remediation of groundwater that is not currently utilized as a drinking water resource, provided that the City Council subsequently supports the designation by way of a resolution. The ordinance provides public protection from dangers associated with the consumption of contaminated groundwater, encourages appropriate use and redevelopment of property, avoids excessive waste of monetary resources for remediation of the contaminated groundwater, and enhances the local property tax base.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, Chief Operating Officer

ORDINANCE NO.

AN ORDINANCE PROHIBITING THE POTABLE USE OF DESIGNATED GROUNDWATER AND RESTRICTING THE NON-POTABLE USE OF GROUNDWATER FROM BENEATH THE PROPERTY LOCATED AT 308 MUNICIPAL DRIVE (OWNED BY TXDOT) AND 306 MUNICIPAL DRIVE (OWNED BY THE CITY OF LUBBOCK), IN LUBBOCK, TEXAS, MORE PARTICULARLY DESCRIBED AS 308 MUNICIPAL DRIVE IN LUBBOCK, TEXAS A 2.55 ACRE TRACT OF LAND IN SECTION 80, BLOCK A, AND 306 MUNICIPAL DRIVE A 1.09 ACRE TRACT OF LAND IN SECTION 80, BLOCK A, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING FOR A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Section 28.171 et. seq. of the Code of Ordinances of the City of Lubbock, the Texas Department of Transportation, Lubbock District Safety Office, has requested to designate the property located at 308 Municipal Drive (owned by TxDOT) and 306 Municipal Drive (owned by the City of Lubbock), in Lubbock, Texas, more particularly described as 308 Municipal Drive in Lubbock, Texas a 2.55 acre tract of land in Section 80, Block A, and 306 Municipal Drive a 1.09 acre tract of land in Section 80, Block A, City of Lubbock, Lubbock County, Texas, and even more particularly described by metes and bounds in Exhibit A which is attached hereto and incorporated herein as though set forth fully with a municipal settings designation;

WHEREAS, the groundwater beneath the property described in Exhibit A is contaminated with certain contaminants as outlined and described in Exhibit B, which is attached hereto and incorporated herein as though set forth fully herein;

WHEREAS, the use of municipal setting designations within the corporate limits of the City of Lubbock and its extraterritorial jurisdiction allows for a state-evaluated corrective action process for groundwater that is directed toward protection of human health and the environment balanced with the economic welfare of the citizens of the City;

WHEREAS, where public drinking water is available, the potable use of groundwater in designated areas should be prohibited to protect public health, safety and welfare when the quality of the groundwater presents an actual or potential threat to human health;

WHEREAS, pursuant to Section 28-175 of the Code of Ordinances of the City of Lubbock, City of Lubbock staff has reviewed the application that was filed with the City Secretary;

WHEREAS, pursuant to Sections 28-176 and 28-177 of the Code of Ordinances of the City of Lubbock, the Director of Water Utilities has determined that the application by the City of Lubbock is complete, scheduled a public hearing and caused the publication of same, and caused the erection of one sign on the

property stating that a municipal settings designation has been requested along with appropriate contact information;

WHEREAS, pursuant to Section 28.178 of the Code of Ordinances of the City of Lubbock, a public hearing was held whereby the public was allowed an opportunity to provide input to help determine whether a municipal settings designation would be appropriate for the property described in Exhibit A and whether using groundwater for potable use within the municipal settings designation be prohibited and whether the non-potable use of the groundwater should be restricted; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the public, health and safety of the citizens of the City of Lubbock to approve the application for a municipal settings designation for the property described in Exhibit A thus prohibiting the potable use of the groundwater beneath the described property and restricting the non-potable use of the groundwater beneath the described property; NOW THEREFORE:

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

SECTION 1: THAT the property located at 308 Municipal Drive (owned by TxDOT) and 306 Municipal Drive (owned by the City of Lubbock), in Lubbock, Texas, more particularly described as a 2.55 acre tract of land out of Section 80, Block A, and 306 Municipal Drive a 1.09 acre tract of land in Section 80, Block A, City of Lubbock, Lubbock County, Texas and being more particularly described by metes and bounds description in Exhibit A which is attached hereto and incorporated herein as though set forth fully herein be granted a municipal settings designation.

SECTION 2: THAT the potable use of the groundwater beneath the property described in Exhibit A is strictly prohibited.

SECTION 3: THAT the non-potable use of the groundwater beneath the property described in Exhibit A is restricted to non-potable purposes including sampling and remediation and other non-potable uses not identified herein but agreed to by the City by and through the Director of Water Utilities or the Director's designee.

SECTION 4: THAT any person who knowingly violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine up to the maximum amount allowed by state law.

SECTION 5: THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting thereof.

SECTION 6: 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 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

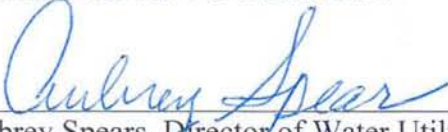
Passed by the City Council on the first reading on this ___ day of _____, 2009.
Passed by the City Council on the second reading on this ___ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Aubrey Spears, Director of Water Utilities

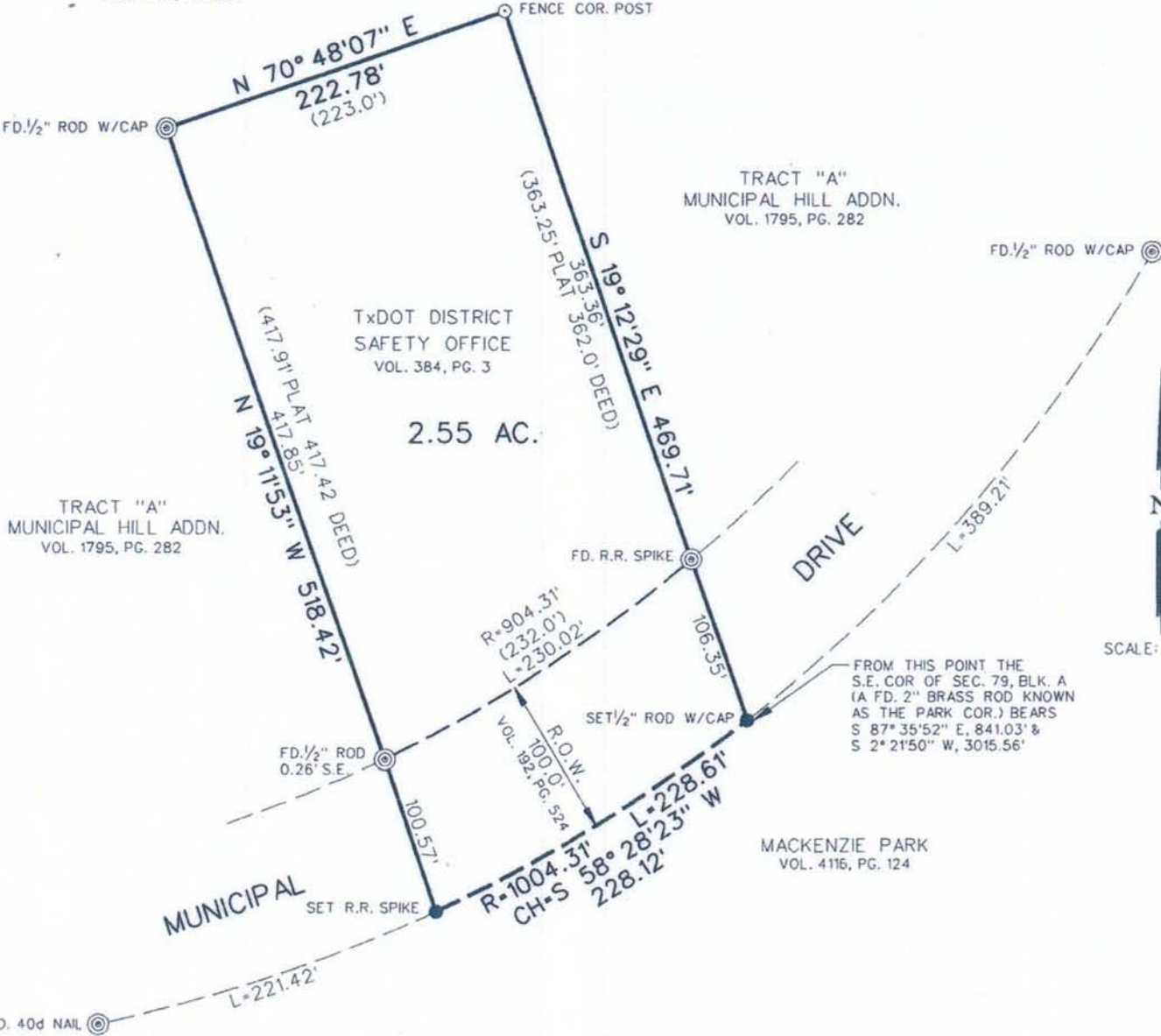
APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

TRACT "A"
MUNICIPAL HILL ADDN.
VOL. 1795, PG. 282

TRACT "A"
MUNICIPAL HILL ADDN.
VOL. 1795, PG. 282



FROM THIS POINT THE
S.E. COR OF SEC. 79, BLK. A
(A FD. 2" BRASS ROD KNOWN
AS THE PARK COR.) BEARS
S 87° 35' 52" E, 841.03' &
S 2° 21' 50" W, 3015.56'

A LEGAL DESCRIPTION OF EVEN SURVEY DATE
HEREWITH ACCOMPANIES THIS PLAT

SURVEYED ON GROUND OCTOBER 28, 2008

Gary D. Wilson
 10-29-08
 GARY D. WILSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4239, STATE OF TEXAS



() - RECORD PLAT OR DEED CALL

BEARINGS ARE BASED ON THE WEST LINE OF THIS SURVEY
AS BEING S 19° 11' 53" E AS SHOWN ON THE RECORDED
PLAT OF TRACT "A", MUNICIPAL HILL ADDN. IN V. 1795, P. 282

This survey and all information hereon is for the exclusive use of
----- SHAW ENVIRONMENTAL INC. -----
and shall not be copied or used except for the purpose for which
it is expressly furnished. This drawing and all copies (partial or
complete) shall be returned to the owner upon demand.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW
DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY
UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE
UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYS

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH OF EASEMENTS OF
RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR
ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PLAT OF SURVEY

ON A
PROPOSED MUNICIPAL SETTING DESIGNATION
BEING A 2.55 ACRE TRACT OF LAND
LOCATED IN SECTION 80, BLOCK A,
LUBBOCK COUNTY, TEXAS



HIGH-TECH LAND & GPS SURVEYORS, INC.

3330 70th ST., SUITE 202 • LUBBOCK, TX 79413
(806) 788-0020 • FAX (806) 792-1846



EXHIBIT "A"

Page 2 of 2

**MUNICIPAL SETTING DESIGNATION
LEGAL DESCRIPTION**

BEING a 2.55 acre tract of land located in Section 80, Block A, Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap set on the existing South right of way line of Municipal Drive, for the Southeast corner of this 2.55 acre tract, whence a 2" brass rod (known as the park corner) found for the Southeast corner of Section 79, Block A, bears South 87°35'52" East, a distance of 841.03 feet and South 2°21'50" West, a distance of 3015.56 feet;

THENCE Southwesterly along the arc of a curve to the right, said curve being the existing South right of way line of Municipal Drive, an arc distance of 228.61 feet, said curve having a radius of 1004.31 feet and a chord that bears South 58°28'23" West, a distance of 228.12 feet;

THENCE North 19°11'53" West, at 100.57 feet pass the existing North right of way line of Municipal Drive, continuing along the West line of 2.0 acre tract of land as described in Volume 384, Page 3, a total distance of 518.42 feet to a 1/2" iron rod with cap, found for the Northwest corner of said 2.0 acre tract and the Northwest corner of this 2.55 acre tract;

THENCE North 70°48'07" East, along the North line of said 2.0 acre tract, a distance of 222.78 feet (223.0' deed) to a fence corner post, for the Northeast corner of said 2.0 acre tract and the Northeast corner of this 2.55 acre tract;

THENCE South 19°12'29" East (S 19°11'53" E plat), along the East line of said 2.0 acre tract, at 363.36 feet (363.25' plat) (362.0' deed) pass a railroad spike found on the existing North right of way line of Municipal Drive, continuing for a total distance of 469.71 feet to the point of beginning.

CONTAINING 2.55 acres of land.

A survey plat of even survey date herewith accompanies this legal description.

() = Plat record or Deed call

Bearings are based on the West line of this survey as being S 19°11'53" East as shown on the recorded plat of Tract "A", Municipal Hill Addition in Volume 1795, Page 282

Surveyed on the ground October 28, 2008

Gary D. Wilson
Registered Professional Land Surveyor
No. 4239, State of Texas

Date: 10-29-08



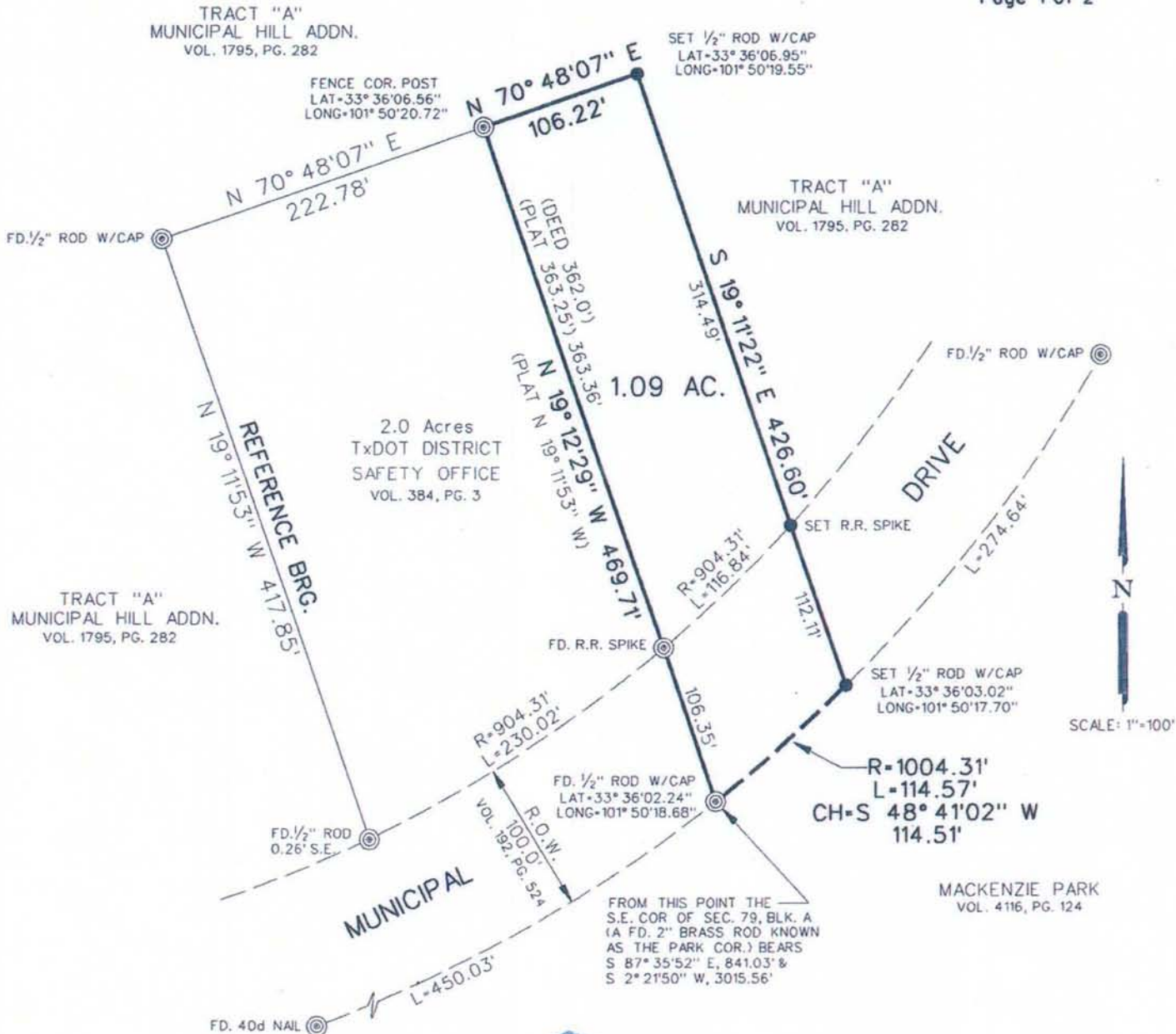
Fb.463, P.33

#35,897



HIGH-TECH LAND AND GPS SURVEYORS, INC.

3330 70th St., Suite 202 • Lubbock, Texas 79413
(806) 788-0020 • Fax (806) 792-1646



SCALE: 1"=100'

A LEGAL DESCRIPTION OF EVEN SURVEY DATE
HEREWITH ACCOMPANIES THIS PLAT

SURVEYED ON GROUND JUNE 3, 2009

Gary D. Wilson
6-5-09
GARY D. WILSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4239, STATE OF TEXAS



() - RECORD OR DEED CALL
LAT. - LONG.'S SHOWN ARE BASED ON TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM
BEARINGS ARE BASED ON THE WEST LINE OF THE ADJOINING
TRACT AS DESCRIBED IN VOL. 384, PG. 3, DEED RECORDS OF
LUBBOCK COUNTY, TEXAS AS BEING N 19° 11' 53" W

This survey and all information hereon is for the exclusive use of
----- SHAW ENVIRONMENTAL INC. -----
and shall not be copied or used except for the purpose for which
it is expressly furnished. This drawing and all copies (partial or
complete) shall be returned to the owner upon demand.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW
DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY
UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE
UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYS
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH OF EASEMENTS OF
RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR
ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PLAT OF SURVEY

ON A
PROPOSED MUNICIPAL SETTING DESIGNATION
BEING A 1.09 ACRE TRACT OF LAND
LOCATED IN SECTION 80, BLOCK A,
LUBBOCK COUNTY, TEXAS

HIGH-TECH LAND & GPS SURVEYORS, INC.
3330 70th ST., SUITE 202 • LUBBOCK, TX 79413
(806) 788-0020 • FAX (806) 792-1646



EXHIBIT "A"

Page 2 of 2

**MUNICIPAL SETTING DESIGNATION
LEGAL DESCRIPTION**

BEING a 1.09 acre tract of land located in Section 80, Block A, Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap found on the existing South right of way line of Municipal Drive, for the Southwest corner of this 1.09 acre tract, whence a 2" brass rod (known as the park corner) found for the Southeast corner of Section 79, Block A, bears South 87°35'52" East, a distance of 841.03 feet and South 2°21'50" West, a distance of 3015.56 feet;

THENCE North 19°12'29" West (N 19°11'53" W plat), at 106.35 feet pass a railroad spike found on the existing North right of way line of Municipal Drive, continuing along the East line of a 2.0 acre tract of land as described in Volume 384, Page 3, Deed Records of Lubbock County, Texas for a total distance of 469.71 feet to a fence corner post, found for the Northeast corner of said 2.0 acre tract and being the Northwest corner of this 1.09 acre tract;

THENCE North 70°48'07" East, a distance of 106.22 feet to a 1/2" iron rod with cap, set for the Northeast corner of this 1.09 acre tract;

THENCE South 19°11'22" West, at 314.49 feet pass a railroad spike, set on the existing North right of way line of Municipal Drive, continuing for a total distance of 426.60 feet to a 1/2" iron rod with cap, set for the Southeast corner of this 1.09 acre tract;

THENCE Southwesterly along the arc of a curve to the right, said curve being the existing South right of way line of Municipal Drive, an arc distance of 114.57 feet to the point of beginning, said curve having a radius of 1004.31 feet and a chord that bears South 48°41'02" West, a distance of 114.51 feet;

CONTAINING 1.09 acres of land.

A survey plat of even survey date herewith accompanies this legal description.

() = Plat record or Deed call

Bearings are based on the West line of the adjoining tract as described in Vol. 384, Pg. 3, Deed Records of Lubbock County, Texas as being N 19°11'53" W

Surveyed on the ground June 3, 2009

Gary D. Wilson
Registered Professional Land Surveyor
No. 4239, State of Texas

Date: 6-5-09



Fb.463, P.53

#35,993

HIGH-TECH LAND AND GPS SURVEYORS, INC.

3330 70th St., Suite 202 • Lubbock, Texas 79413
(806) 788-0020 • Fax (806) 792-1646

DRAWING NUMBER 125626--B10

APPROVED BY

CHECKED BY

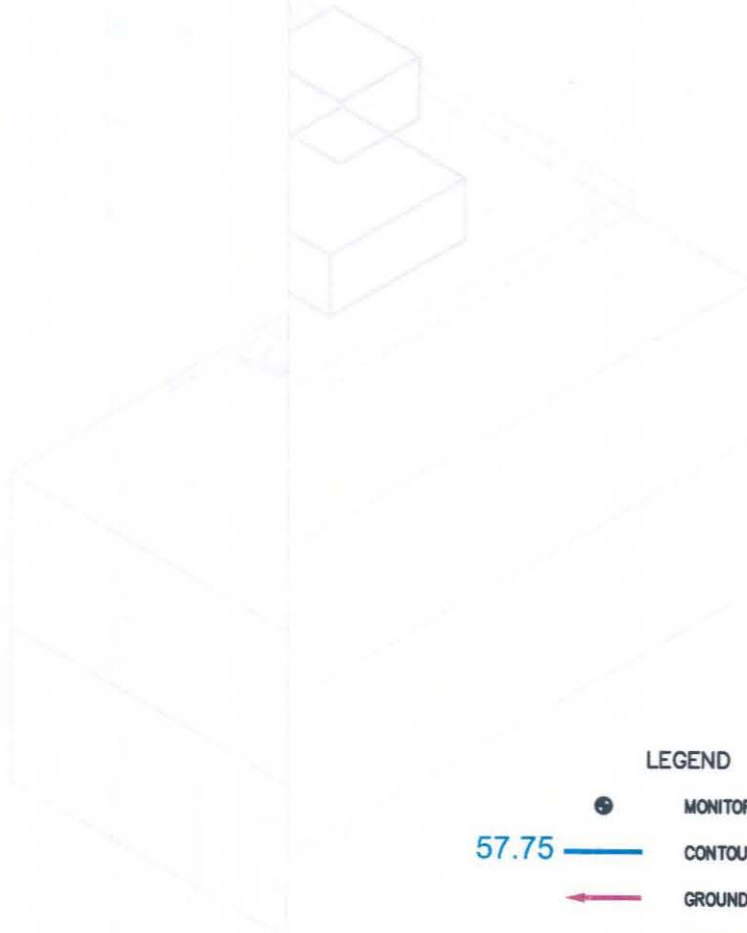
DRAWN BY L. JONES 07/28/09

OFFICE HOUSTON, TX






X-REF

IMAGE

PLOT DATE: 07/28/09
FORMAT REVISION 7/15/03



LEGEND

-  MONITORING WELL
-  57.75 CONTOUR LINE
-  GROUNDWATER FLOW DIRECTION
-  (57.24) POTENTIOMETRIC SURFACE ELEVATION IN FEET RELATIVE TO A COMMON BENCHMARK
- 0.25 CONTOUR INTERVAL
- 0.003 GRADIENT ft/ft
-  1.21 PHASE SEPARATED HYDROCARBONS (PHS) THICKNESS



LUBBOCK TxDOT SAFETY OFFICE

120 FEET

FIGURE 1
GROUNDWATER GRADIENT MAP
CONCEPTUAL MODEL
GAUGING DATE: 5/01-03/2007
308 MUNICIPAL DRIVE
LUBBOCK, TEXAS

125626-B11
DRAWING NUMBER

APPROVED BY

CHECKED BY

DRAWN BY
L. JONES
07/28/09







OFFICE
HOUSTON, TX

X-REF

PLOT DATE: 07/28/09
FORMAT REVISION 7/15/03



LEGEND

-  MONITORING WELL
-  BENZENE
-  1,2-DICHLOROETHANE
-  MTBE
-  CHROMIUM
-  PENTACHLOROPHENOL

NOTE

NUMBER SHOWN ON EACH CONTOUR REPRESENTS TIER 1 RESIDENTIAL GROUNDWATER PCL.

 120 FEET


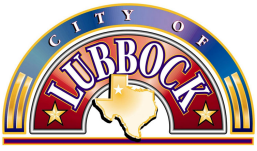
	LUBBOCK TxDOT SAFETY OFFICE
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FIGURE 2
PLUME MAP
SAMPLING DATE: 5/01-5/03/2007
308 MUNICIPAL DRIVE
LUBBOCK, TEXAS



Agenda Item 5.5

Contract Amendment Resolution – Water Utility: Consider a resolution authorizing the Mayor to execute Amendment 4 to Contract 6067 with HDR Engineering, Inc., for engineering construction phase services for the 34th Street Major Water Line Replacement and the Downtown Water Line Replacement Projects.

Item Summary

The contract amendment with HDR Engineering is for additional Phase II engineering services for the construction phase design of the 34th Street Major Water Line Replacement Project and the Downtown Water Line Replacement Project.

The Major Water Line Replacement Project replaces an existing 16-inch water line that has reached the end of its useful life. The major water line starts at the 19th Street and Avenue A intersection, and runs south along Avenue A to 34th Street, west along 34th Street to Quaker Avenue, north along Quaker Avenue, and terminates at the Marsha Sharp Freeway.

The Downtown Water Line Replacement Project involves the study of the existing downtown water supply system, design, and replacement of existing water lines of various sizes in the downtown area with emphasis on the improvement of water supply and water pressure for fire protection. The project is limited to the area bordered by 4th Street on the north, 19th Street on the south, Avenue Q on the west, and Interstate 27 on the east.

The Major Water Line Replacement Project and the Downtown Water Line Replacement Project were designed under one master engineering contract and projects are currently in the construction phase. The contract amendment amends the master agreement with HDR Engineering, dated October 27, 2005, to extend the timeline and compensation for construction phase services, resident project representative services, and construction material testing. The projects were engineered to be constructed simultaneously. However, the 34th Street Major Water Line Replacement Project was delayed due to design challenges along the Avenue A portion of the project. The delay has resulted in the need to extend the construction phase of the engineering services contract by seven additional months to coincide with the construction contract. In addition, the construction of the 34th Street water line has been delayed due to complications with the old water line along 34th Street. City crews have experienced numerous broken water valves, which resulted in a delay to the contractor.

The contract amendment adds additional compensation of \$305,599 to the cost of the original engineering contract. The construction phase services increased from \$319,556 to \$476,000 and the compensation of reimbursable expenses associated with the resident project representative and construction materials testing is increased from a not to exceed of \$298,200 to \$761,128.

Fiscal Impact

\$8,972,319 is appropriated in Capital Improvement Project 90273, Major Water Line Replacement and \$8,783,630 is appropriated in Capital Improvement Project 90274, Downtown Water Line Replacement, with \$305,599 available for this purpose.



Agenda Item 5.5

Contract Amendment Resolution – Water Utility: Consider a resolution authorizing the Mayor to execute Amendment 4 to Contract 6067 with HDR Engineering, Inc., for engineering construction phase services for the 34th Street Major Water Line Replacement and the Downtown Water Line Replacement Projects.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Lubbock Water Advisory Commission

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment #4 to the Contract for engineering services for water systems capital improvement projects, by and between the City of Lubbock and HDR Engineering, Inc. of Austin, Texas, of October 27, 2005, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

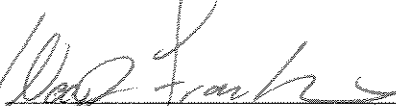
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin
Chief Water Utilities Director

APPROVED AS TO FORM:



David M. Satterwhite
Assistant City Attorney

AMENDMENT #4 TO AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS
AND HDR ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS IS AN AMENDMENT TO THE AGREEMENT dated and effective as of October 27, 2005 between The City of Lubbock, Texas and HDR Engineering, Inc. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree to modify the Agreement as follows:

Revise Exhibit C, Paragraph C4.01A to read as follows:

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$1,573,982.00 based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ 183,850.00
b. Design Phase	\$ 859,531.00
c. Bidding Phase	\$ 54,601.00
d. Construction Phase, excluding RPR and CMT services	\$ 476,000.00

Revise Exhibit C, by adding a new paragraph C4.02 to read as follows:

C4.02 Compensation for Resident Project Representative and Construction Material Testing Services

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative under paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project times an hourly rate of \$81.25 for a senior RPR and an hourly rate of \$52.50 for junior RPR for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses. If the number of hours worked in a week by the Resident Project Representative exceeds 40, Owner shall pay Engineer for the hours worked in excess of 40 at a rate of 1.5 times the hourly rate set forth.

B. Compensation for Construction Materials Testing and other Reimbursable Expenses

1. For those Reimbursable Expenses under paragraph C4.02A that are either directly related to the services of Resident Project Representative or for

Construction Materials Testing, Owner shall pay Engineer an amount equal to the cost of such expenses plus a five percent (5%) surcharge. Reimbursable expenses include mileage reimbursement (calculated at the rate set forth by the Internal Revenue Service), providing and maintaining field office facilities (estimated to be \$750 per month), toll telephone calls, reproduction charges, the charges of Terra Testing, Inc. and PaveTex Engineering and Testing, Inc. (or other CMT laboratory approved by Owner) for construction materials testing, and similar Project-related items.

C. Estimated Fee

1. The total compensation for Resident Project Representative and Construction Materials Testing Services (labor plus reimbursable expenses) is estimated to be \$761,128.00 based upon on a combined total duration of 19 months for both construction contracts and a normal 40-hour work-week. Total billed amount will not exceed this estimate without prior written authorization from the City of Lubbock.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

OWNER: City of Lubbock, Texas

ENGINEER: HDR Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ATTEST: _____

City Secretary

Approved:

As to Content: 

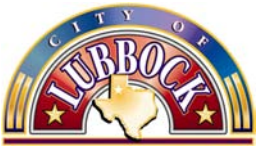
Title: Chief Engineer

As to Form: 

Title: Asst City Attorney

**City of Lubbock, TX
Capital Project
Project Cost Detail
September 24, 2009**

	Budget
<i>Project Funding</i>	
Project 2 - 90273 Major Water Line Replacment	8,972,319
Project 2 - 90274 Downtown Water Line Replacement	8,783,630
Total Funding	\$ 17,755,949
 <i>Encumbered/Expended</i>	
HDR Engineering Contract	183,850
HDR Engineering Contract Amendment #1	859,531
HDR Engineering Contract Amendment #2	672,357
HDR Engineering Contract Amendment #3	313,773
SJ Louis Construction Contract (Downtown)	5,435,664
BNSF Permit 6th Street (Downtown)	4,700
BNSF Permit 8th Street (Downtown)	4,700
Change Order #1 with SJ Louis Construction (Downtown)	145,500
UCA Construction Contract (34th Street)	4,977,034
COL Staff Expenditures (Downtown)	114,416
COL Staff Expenditures (34th Street)	101,134
 <i>Agenda Item September 24, 2009</i>	
HDR Engineering Contract Amendment #4	305,599
Encumbered/Expended To Date	13,118,258
 <i>Estimated Costs for Remaining Appropriation</i>	
Un-encumbered	4,637,691
Remaining Project Apropriation	4,637,691
 Total Expenditures	 \$ 17,755,949



Agenda Item 5.6

Ordinance 2nd Reading – Right-of-Way: Ordinance 2009-O0084 Consider an ordinance abandoning and closing a portion of Avenue L (street stub) in Section 5, Block E, south side of 70th Street, 1101 70th Street.

Item Summary

On August 27, 2009, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a portion of Avenue L right-of-way south of 70th Street. The closure is due to new development in the area. The requestor of the closure is not the original dedicator of the street stub being closed. Therefore, there is a charge for the closure.

The total area being closed is 2,077 square feet. The Right-of-Way Department valued the closure at \$1.85 per square foot based on adjacent property land values.

All utility companies are in agreement with the street stub closure.

Fiscal Impact

\$3,842 revenue to the General Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF AVENUE L LOCATED IN SECTION 5, BLOCK E, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the street portion as hereinafter described in the body of this Ordinance is no longer needed for street purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street purposes and for public use, and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

SECTION 1. THAT the street portion as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street purposes and for public use, such street portions being more particularly described in the attached Exhibit "A."

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2009.

Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

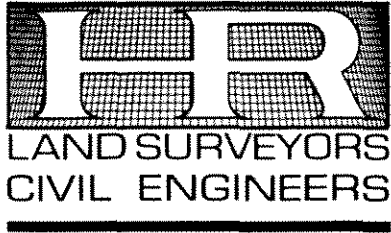
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver

Chad Weaver, Assistant City Attorney

gs/A&C-ord.street portions
7.23.09



HUGO REED AND ASSOCIATES, INC.

1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891



METES AND BOUNDS DESCRIPTION of a portion of Avenue "L" to be closed, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the South right-of-way line of 70th Street, at a point of intersection, which bears N. 88°14'38" W., a distance of 208.68 feet from the original Northwest corner of Tract A, Scottish Rite Learning Center, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in County Clerk's File Number 2006021509, Official Public Records of Lubbock County, Texas;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", tangent lengths of 15.00 feet, a chord distance of 21.21 feet, and a chord bearing of S. 46°45'22" W., to 1/2" iron rod with cap set at a point of tangency;

THENCE S. 01°45'22" W., a distance of 18.00 feet to a 1/2" iron rod found;

THENCE N. 88°14'38" W., a distance of 60.00 feet to a 3/8" iron rod found;

THENCE N. 01°45'22" E., a distance of 18.00 feet to a 1/2" iron rod with cap set at point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", tangent lengths of 15.00 feet, a chord distance of 21.21 feet, and a chord bearing of N. 43°14'38" W., to a 1/2" iron rod with cap set at a point of intersection in the South right-of-way line of said 70th Street;

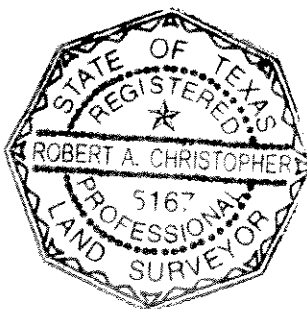
THENCE S. 88°14'38" E., along said South right-of-way line, a distance of 90.00 feet to the Point of Beginning.

Contains: 2,077 square feet

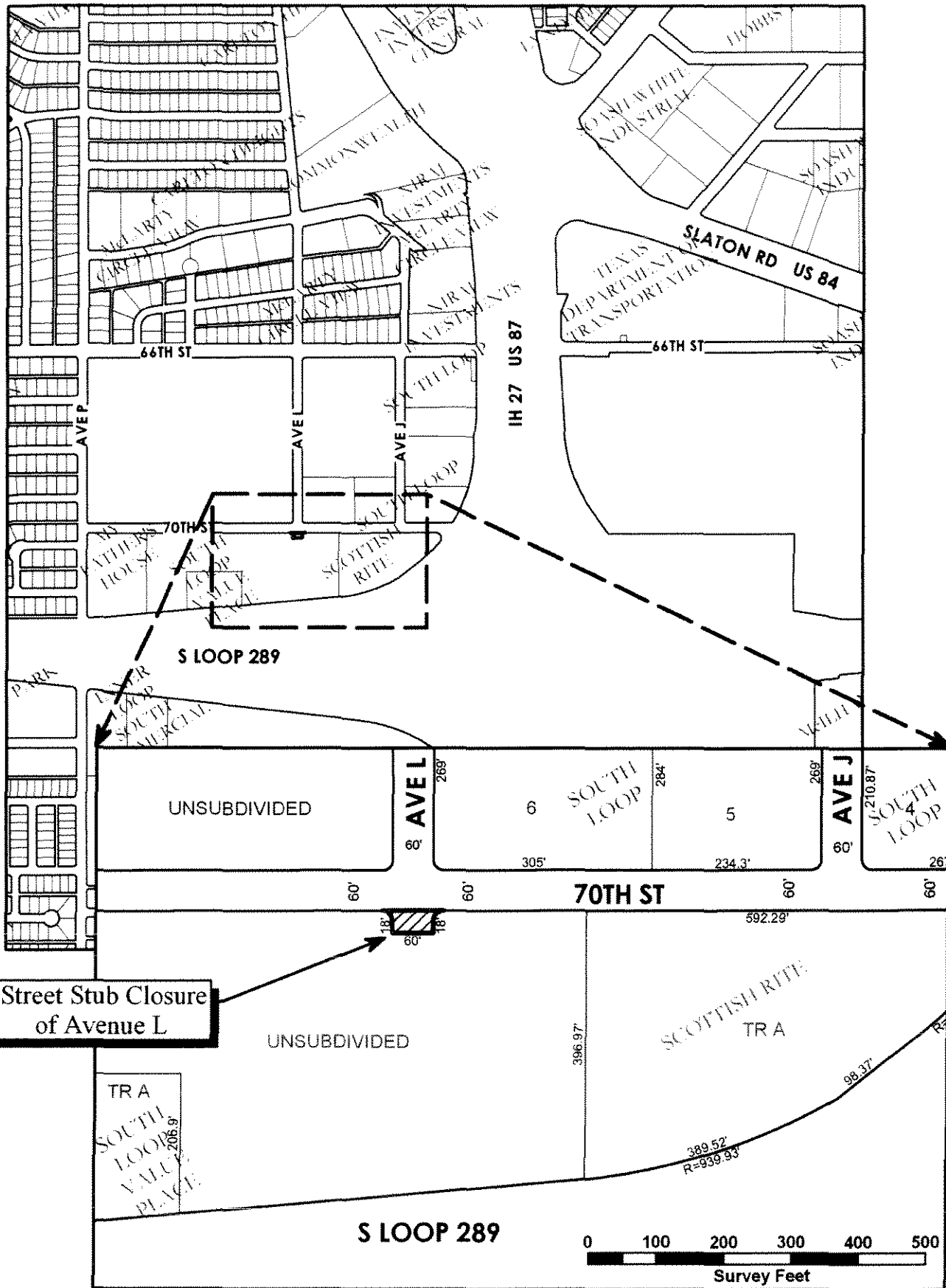
Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U. S. Survey Feet.

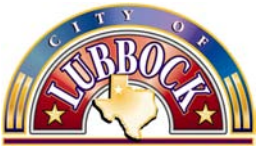
June 26, 2009

Robert A. Christopher
Registered Professional
Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas



Proposed Street Stub Closure of a Portion of Avenue L South of 70th Street





Agenda Item 5.7

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a 20-foot alley located in Block 22, Original Town of Lubbock, 511 Avenue K.

Item Summary

The ordinance abandons and closes the north/south 20-foot alley located between 5th Street and Mac Davis Lane in Block 22 Original Town of Lubbock. Louise Hopkins Underwood Center for the Arts requested the alley closure. The closed area will be incorporated into the exterior courtyard and plaza space, connecting three buildings for outdoor activities. The alley will remain an underground utility easement in the replat. Therefore, a 50% adjustment is applied to the easement evaluation. The requestor of the alley closure is not the original dedicator. Therefore, there is a charge for the closure.

The total closure area is 5,200 square feet. The Right-of-Way Department has valued the closure at one dollar per square foot, based on adjacent property land values. The assessed value is \$5,200. The 50% reduction for easement valuation results in \$2,600 due to the City.

All utility companies are in agreement with the alley closure.

Fiscal Impact

\$2,600 revenue to the General Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TWENTY FOOT ALLEY LOCATED IN BLOCK 22, ORIGINAL TOWN OF LUBBOCK TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATON.

WHEREAS, the City Council finds that the alley as hereinafter described in the body of this Ordinance is no longer needed for alley purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley purposes and for public use; and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

SECTION 1. THAT the alley as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley purposes and for public use, such alley portion being more particularly described as follows:

All the north-south 20 foot alley in Block 22, Original Town of Lubbock to the City of Lubbock.

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ___ day of _____, 2009.

Passed by the City Council on second reading the ___ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

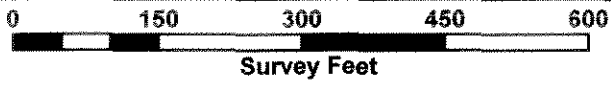
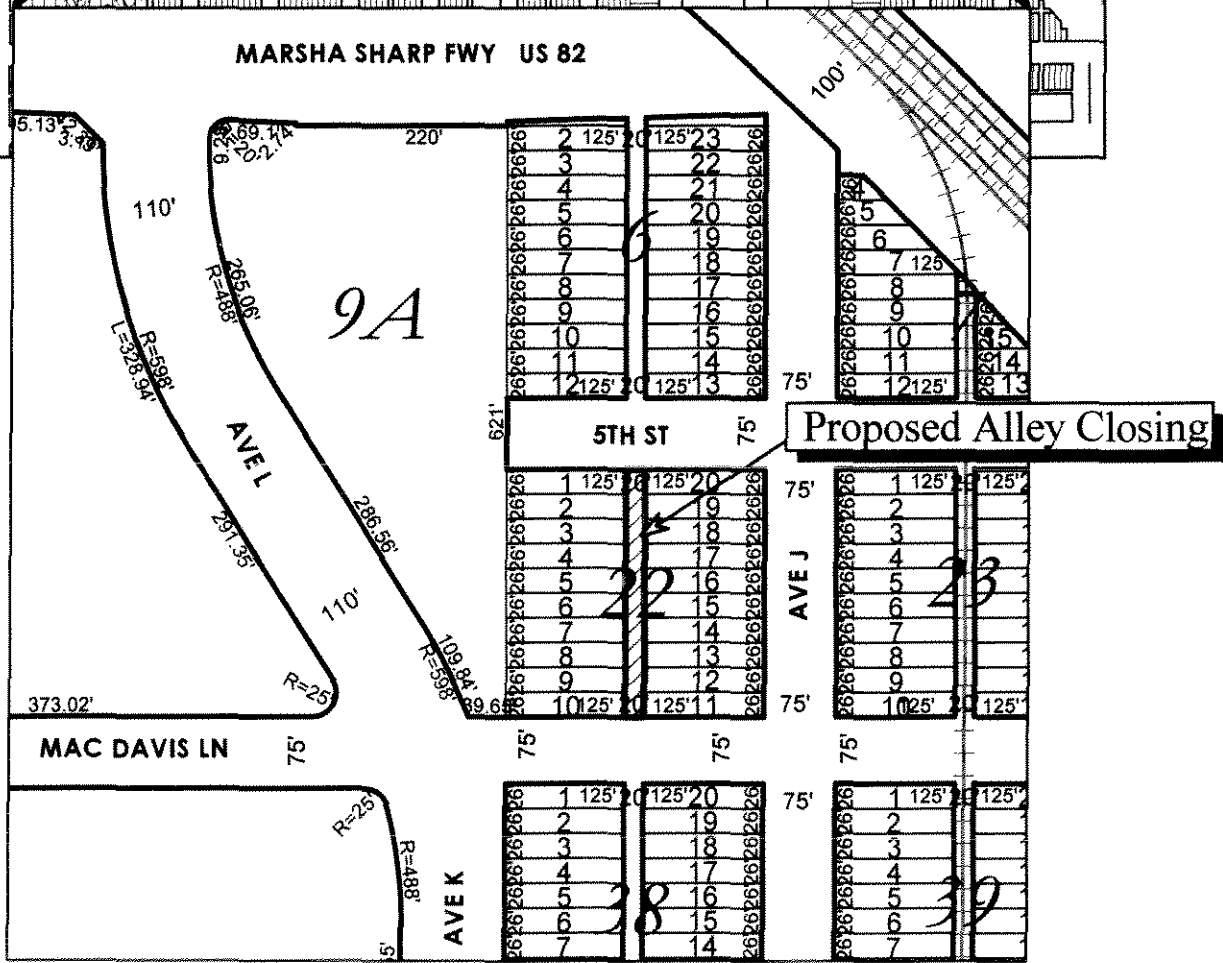
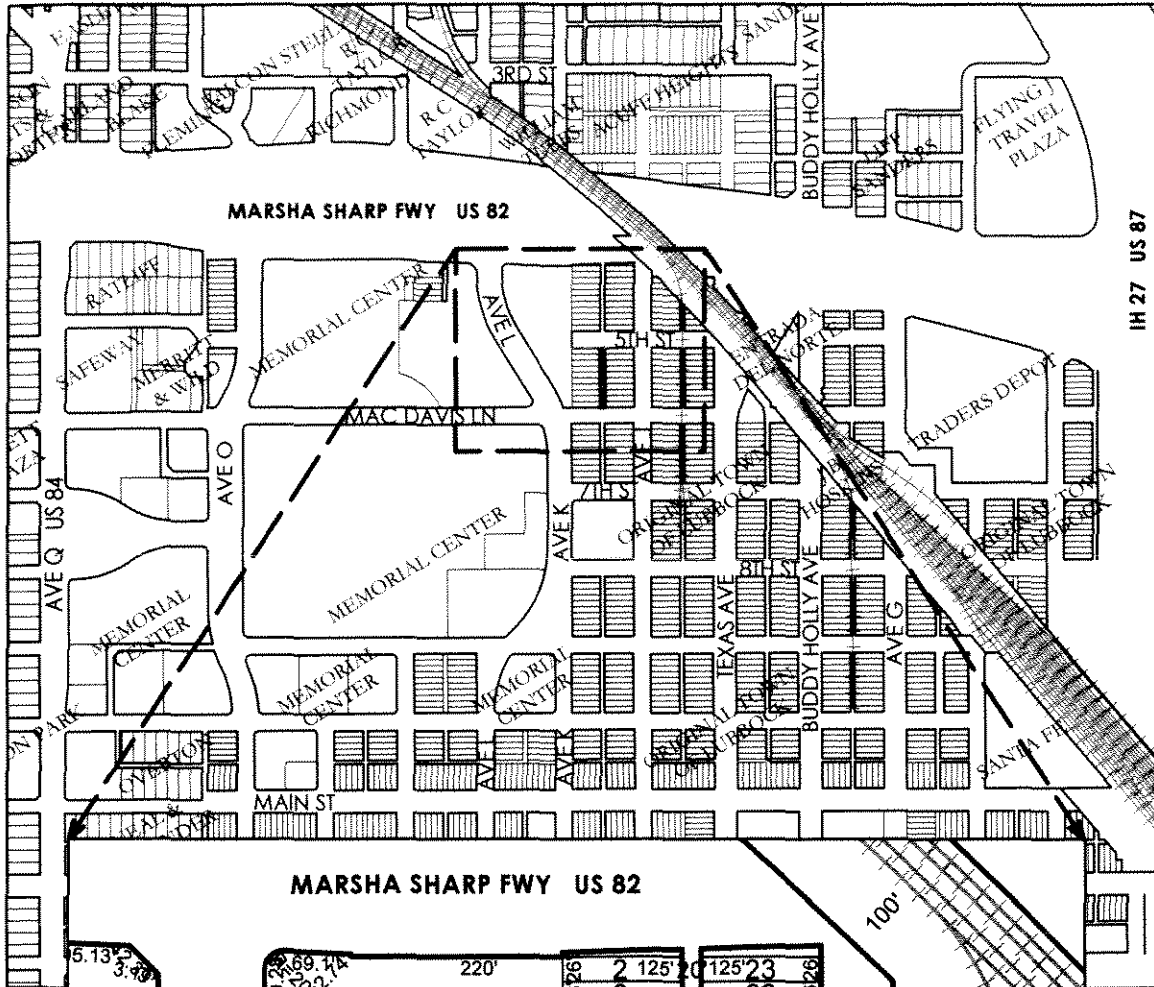
APPROVED AS TO FORM:

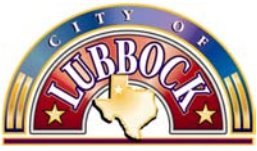
Chad Weaver

Chad Weaver, Assistant City Attorney

gs/ccdocs/A&C-Alley portion-Original Town Addn.ord
8/6/09

Proposed Alley Closing within Block 22, Original Town of Lubbock





Agenda Item 5.8

Contract Resolution – Streets: Consider a resolution authorizing the Mayor to execute Contract 9163 with Pavement Restoration, Inc., for the application of reclaimer preservative seal.

Item Summary

The contract involves full application processes, traffic control, and residential notification to prolong the life of asphalt pavement by rejuvenating and restoring the physical properties of asphalt pavement.

Reclamate preservative seal is a proprietary product manufactured by TRICOR Refining and is the only known rejuvenating agent designed to penetrate the road surface, chemically reacting with the asphalt to rejuvenate the asphalt binder that has been lost through oxidation. Pavement Restoration of Boerne, Texas, is the sole qualified and authorized applicator of reclaimer preservative seal in the region, authorized by TRICOR Refining. Consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(7)(A).

The cost of the product is \$0.95 per square yard. The contract is for the application of 394,736 square yards at a cost of \$375,000.

This is the second contract with Pavement Restoration using the reclaimer preservative seal product. Test results from the first contract earlier this year indicated the product was absorbed into the dry asphalt at the rates applied, and the public was receptive to the process with few complaints. Reclamate preservative seal is a product that can be used in conjunction with other street maintenance methods to help maintain Lubbock streets.

Time for completion is 120 consecutive calendar days with liquidated damages of \$500 per day.

Fiscal Impact

\$21,532,000 is appropriated in Capital Improvement Project 92125, Street Maintenance Program, with \$375,000 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 9163 for an Asphalt Rejuvenation Program in Lubbock, Texas per Sole Source Acquisition, RFI-09-903-BM, by and between the City of Lubbock and Pavement Restoration, Inc. of Boerne, 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 this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

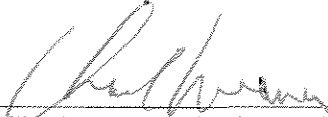
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Director of Public Works

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw/ccdocs/RES.Contract-Pavement Restoration, Inc.
September 8, 2009

Contract No. 9163

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract"), effective as of the 24th day of September, 2009, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and Pavement Restoration Inc. ("CONTRACTOR") of Borne, Texas.

WITNESSETH

WHEREAS, the City desires to obtain an Asphalt Rejuvenation Program in Lubbock, Texas; and

WHEREAS, CONTRACTOR has a professional experienced staff and is qualified to provide Asphalt Rejuvenation Program;

and

WHEREAS, the City desires to contract with CONTRACTOR to provide an Asphalt Rejuvenation Program in Lubbock, Texas.

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

ARTICLE I. TERM

The term of this Contract commences on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **120 (ONE HUNDRED TWENTY)** consecutive calendar days thereafter as stipulated in the specifications and other contract documents

ARTICLE II. COMPENSATION

CONTRACTOR shall receive **\$0.95 (NINETY-FIVE CENTS) per Square Yard**. Estimated quantity of Reclamite Preservative Seal to be applied under this contract is 394,736 Square Yards for a total contract price not to exceed **\$375,000 (THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100)**. Payment shall be made 30 (THIRTY) days after presentation of a verified invoice to the Owner's Representative.

ARTICLE III. TERMINATION

a. General. City may terminate this Contract, for any reason, upon thirty (30) days written notice to CONTRACTOR.

b. Termination and Remedies. In the event CONTRACTOR breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it at law or equity, including without limitation, termination of this Contract and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or

remedy and all other rights and remedies shall be cumulative. City or CONTRACTOR may, in its sole discretion, terminate this Agreement at any time, with or without cause upon thirty (30) days written notice.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

A. Existence. CONTRACTOR 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. CONTRACTOR has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

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

D. CONTRACTOR. CONTRACTOR maintains a professional staff and employs, as needed, other qualified specialists experienced in providing Asphalt Rejuvenation Program, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

E. Performance. CONTRACTOR will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner, and comply with all laws, rules, and regulations, both state and federal, relating to predictive maintenance services, as contemplated hereby. If any of the activities of CONTRACTOR, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the part of the City, it shall be deemed that CONTRACTOR did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

F. Use of Copyrighted Material. CONTRACTOR warrants that any materials provided by CONTRACTOR for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. CONTRACTOR shall be solely responsible for ensuring that any materials provided by CONTRACTOR pursuant to this Contract satisfy this requirement and CONTRACTOR agrees to hold City harmless from all liability or loss to which City is exposed on account of CONTRACTOR's failure to perform this duty.

ARTICLE V. SCOPE OF WORK

CONTRACTOR shall accomplish the following:

The contractor shall furnish all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic surfaces at various locations. A map of streets selected for application is hereto attached and incorporated by reference.

The contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment when required. Prior to treatment, the street will be cleaned of all debris (dirt, leaves, foreign materials, etc.) This work shall be accomplished by brooming, power blowing, or other approved methods. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Street Superintendent. If the cleanup process falls behind or the cleanup is not satisfactory to the Street Superintendent the application process will be halted until the sweeping crew has caught up, or until the street

and surrounding right of way has been cleaned. Street sweeping and clean up shall be included in the price per square yard for the asphalt-rejuvenating agent.

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas treated. Areas inadvertently missed shall receive additional treatment. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck. The asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Street Superintendent following field testing. After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating agent. The treatment shall be uniformly applied by a method acceptable to the Street Superintendent. After the rejuvenating agent has penetrated the surface, a coating of dry sand shall be applied to the surface to protect the traveling public.

The asphalt-rejuvenating agent shall not be placed when the ambient temperature is below 40 degrees F as determined by the National Weather Service continuous broadcast, 748-1071 selection 2. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain.

ARTICLE VI. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and City agree that CONTRACTOR shall perform the duties under this Contract as an independent contractor. CONTRACTOR has the sole discretion to determine the manner in which the services are to be performed.

ARTICLE VII. INSURANCE

A. General. CONTRACTOR shall procure and carry, at its sole cost and expense through the life of this Contract insurance protection hereinafter specified, in form and substance satisfactory to the City. City must approve all policies prior to the commencement of any activities whether performed by CONTRACTOR, subcontractor, agents, or third parties. The insurance carrier must be an insurance company authorized to transact business in the State of Texas and have a Best's Financial rating of "A" or better. A Certificate of Insurance specifying each and all coverage shall be submitted to City prior to the execution of this Contract. All insurance shall be prepared and executed by the insurance company or its authorized agents and shall contain an endorsement naming the City of Lubbock a primary additional insured. Written notice of cancellation or any material change will be provided thirty (30) days in advance of cancellation or change. All insurance, other than Workers' Compensation, shall provide a waiver of subrogation in favor of the City of Lubbock, and shall contain cross liability and severability clauses.

B. Required Coverage. CONTRACTOR shall obtain and maintain policies of insurance throughout the Contract term in limits specified below.

1. Worker's Compensation. CONTRACTOR shall maintain Workers' Compensation and Employer's Liability insurance coverage as required by statute: at a minimum **FIVE HUNDRED THOUSAND and no/100 DOLLARS (\$500,000)**.

2. Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability coverage endorsed to include Products and Completed Operations AGG., Contractual Liability, Personal & Advertising Injury and Heavy Equipment. The policy shall have a minimum of **ONE MILLION and no/100 Dollars (\$1,000,000)** combined single limit in the aggregate and per occurrence.

3. Commercial Automobile Liability. CONTRACTOR shall maintain Commercial Automobile Liability coverage with a minimum of **FIVE HUNDRED THOUSAND and no/100 Dollars (\$500,000)** combined single for Bodily injury and Property Damage and shall include any auto or in the alternative, owned autos, non-owned autos and hired autos.

C. Subcontractors. CONTRACTOR shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to CONTRACTOR, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

ARTICLE VIII. EMPLOYMENT OF AGENTS

CONTRACTOR may employ or retain agents, consultants, contractors, or third parties, to perform certain duties of CONTRACTOR under this Contract provided that CONTRACTOR is in no event relieved of any obligation under this Contract. Any such agents, contractors, or third parties retained and/or employed by CONTRACTOR shall be required to carry, for the protection and benefit of the City and CONTRACTOR and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE IX. CONFIDENTIALITY

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

ARTICLE X. INDEMNITY

CONTRACTOR shall indemnify and save harmless the City of Lubbock and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any 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, arising out of, or occasioned by, the acts of CONTRACTOR, its agents or employees, in the execution of this Contract.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR 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 Contract, and any amendments thereto.

ARTICLE XII. NOTICE

A. General. Whenever notice from CONTRACTOR to City or City to CONTRACTOR is required or permitted by this Contract 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. (2) facsimile, or other reasonable means (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. CONTRACTOR's Address. CONTRACTOR's address and numbers for the purposes of notice are:

Pavement Restoration, Inc.
Attn: Robert Wiggins - President
P.O. Box 1532
Boerne, Texas 78006
Telephone: (813) 323-2710
Facsimile: (830) 336-3484

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

City of Lubbock
Attn: Kevin Lair - Street Superintendent
P. O. Box 2000
Lubbock, Texas 79457
Telephone: (806) 775 - 2600
Facsimile: (806) 775 - 2744

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, referring specifically to this Contract, 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 XIII. MISCELLANEOUS

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

B. Audit. CONTRACTOR shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, CONTRACTOR's books and records with respect to this Contract between CONTRACTOR and City.

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

D. Assignability. CONTRACTOR may not assign this Contract without the prior written approval of the City.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, CONTRACTOR, and their respective successors, legal representatives, and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF

THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent Jurisdiction with respect to any person or circumstances, the remainder of this Contract 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 Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly executed by CONTRACTOR and City.

I. Entire Agreement. This Contract contains the Entire Contract between the City and CONTRACTOR, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

CONTRACTOR:

PAVEMENT RESTORATION Inc

By: [Signature]
PRINTED NAME: ROBERT WIGGINS
TITLE: PRESIDENT

COMPLETE ADDRESS:

Company PAVEMENT RESTORATION Inc
Address 111 VALLEY KNOLL
City, State, Zip BOERNE TX 78006

ATTEST:

[Signature]
Corporate Secretary

CITY OF LUBBOCK, TEXAS (OWNER):

By: _____
MAYOR

ATTEST:

City Secretary

APPROVED AS TO CONTENT:

[Signature]
Owner's Representative

[Signature]
Director of Public Works

APPROVED AS TO FORM:

[Signature]
City Attorney

Asphalt Rejuvenator Project Phase II**City of Lubbock****Street Department****September 24, 2009**

Street	To	From	Length	Width	Area	Subdivision Name
Huron	42nd Street	43rd Street	425	39	1982	Santa Fe Park
42nd	Ironton	Huron	1322	39	5729	Santa Fe Park
100th	University Ave	Ave V	1993	32	7087	Santa Fe Park
Weatherford	98th Street	101st Street	907	32	3225	Fox Ridge
101st Street	Weatherford	CDS E of Waco	589	29	1640	Fox Ridge
Vernon	99th	N End of pavement	356	29	1147	Fox Ridge
Vernon	101st Street	S End of pavement	356	29	1147	Fox Ridge
Ave w	98th Street	101st Street	1161	32	4128	Fox Ridge
Ave V	98th Street	100th Street	711	29	2291	Fox Ridge
Waco	N End of Pavement	99th	156	29	503	Fox Ridge
Waco	S End of Pavement	101st Street	159	29	512	Fox Ridge
99th Street	Weatherford	Uvalde	1394	29	4492	Fox Ridge
Uvalde	N End of Pavement	S End of Pavement	334	29	1076	Fox Ridge
101st Street	E End of Pavement	Ave W	675	29	2175	Fox Ridge
Miami	98th Street	103rd Street	1740	33	6380	Raven Wood
103rd	Norfolk	CDS W of Norfolk	473	33	1875	Raven Wood
103rd	CDS E of Miami	Nashville	381	33	1675	Raven Wood
102nd Street	CDS E of Miami	Miami	222	33	954	Raven Wood
101st Street	Memphis	CDS W of Norfolk	1330	33	4877	Raven Wood
100th Place	CDS E of Nashville	CDS W of Norfolk	1031	33	4060	Raven Wood
100 Street	Miami	CDS W of Norfolk	3825	33	4060	Raven Wood
99th Street	CDS N of Nashville	Nashville	404	33	1621	Raven Wood
Nashville	100th Place	100th Street	289	33	1060	Raven Wood
Norfolk	100th Street	103rd Street	2268	33	8316	Raven Wood
Nashville	Miami	103rd Street	435	33	1595	Raven Wood
84th	Quincy	Mobile	2078	33	7619	Monterey South
85th Street	Milwaukee	CDS W of Pontiac	2438	29	7996	Monterey South
86th Street	CDS E of Milwaukee	Quincy	2520	29	8260	Monterey South
87th Street	Milwaukee	CDS E of Quincy	2417	29	7928	Monterey South
88th Street	CDS W of Milwaukee	Quincy	2488	29	8157	Monterey South
89th Street	CDS W of Pontiac	Milwaukee	2384	29	7822	Monterey South
90th Street	CDS W of Milwaukee	Quincy	2482	29	8138	Monterey South
91st Lane	91st Place	CdS E of Quincy	647	29	2225	Monterey South
91st Place	Quincy	CDS W of Milwaukee	2334	29	7731	Monterey South
92nd Street	Milwaukee	Pontiac	2089	33	7660	Monterey South
93rd Street	Pontiac	CDS E of Pontiac	391	33	1573	Monterey South
94th Street	Quincy	Milwaukee	1369	33	5020	Monterey South
93th Street	CDS W of Milwaukee	Oakridge	1375	33	5182	Monterey South
Primrose	Quincy	96th Street	655	33	2402	Monterey South
Pontiac	Quincy	96th Street	1023	43	4887	Monterey South
Quincy	82nd Street	96th Street	4573	42	21591	Monterey South
Oakridge	82nd Street	84th Street	810	29	2610	Monterey South
Oakridge	85th Street	84th Street	262	29	844	Monterey South
Oakridge	85th Street	86th Street	262	29	844	Monterey South
Oakridge	87th Street	86th Street	262	29	844	Monterey South

Asphalt Rejuvenator Project Phase II**City of Lubbock****Street Department****September 24, 2009**

Street	To	From	Length	Width	Area	Subdivision Name
Oakridge	87th Street	94th Street	2394	33	8778	Monterey South
96th Street	Quincy	94th Street	779	33	2856	Monterey South
Pontiac	90th Street	91st Street	262	29	844	Monterey South
91st Street	Milwaukee	CDS W of Pontiac	2422	29	7944	Monterey South
Pontiac	88th	89th	262	29	844.22	Monterey South
Pontiac	88th	89th	262	29	844.22	Monterey South
Pontiac	85th Street	86th Street	262	29	844.22	Monterey South
Norwich	91st Street	90th Street	293	29	944	Monterey South
Mobile	91st Street	94th Street	1158	29	3732	Monterey South
Mobile	90th Street	89th Street	262	29	844	Monterey South
Mobile	88th Street	89th Street	257	29	828	Monterey South
Mobile	88th Street	87th Street	262	29	844	Monterey South
Mobile	86th Street	87th Street	262	29	844	Monterey South
Mobile	86th Street	85th Street	262	29	844	Monterey South
Mobile	86th Street	84th Street	242	29	785	Monterey South
83rd Street	Oakridge	CDS W of Oakridge	590	29	2042	Monterey South
Detroit	113th Street	108th Street	1385	29	4463	Cooper Ridge
109th Street	CDS E of Elgin	CDS E of Flint	975	30	3530	Cooper Ridge
109th Street	CDS E of Elgin	CDS E of Flint	975	30	3250	Cooper Ridge
110th Street	CDS E of Elgin	CDS E of Flint	975	30	3530	Cooper Ridge
Gary	108th Street	111th Street	830	30	2767	Cooper Ridge
109th Street	CDS W of Gary	CDS E of Gary	1061	30	3817	Cooper Ridge
110th Street	CDS W of Gary	CDS E of Gary	1061	30	3817	Cooper Ridge
Flint	108th Street	111th Street	836	42	4027	Cooper Ridge
Elgin	108th Street	109th Street	255	30	850	Cooper Ridge
Elgin	111th Street	109th Street	545	30	1817	Cooper Ridge
Hyden	Alley S of 90th Street	89th Street	496	29	1598	Regal Park
90th	CDS W of Hyden	CDS E of Hyden	983	29	3448	Regal Park
89th	CDS W of Homestead	Iola	1044	29	3504	Regal Park
88th Place	CDS W of Huron	Homestead	1017	29	3417	Regal Park
88th Street	CDS W of Hyden	Iola	1056	29	3403	Regal Park
87th Street	CDS W of Hyden	Homestead	1059	29	3552	Regal Park
86th Street	CDS W of Huron	Homestead	1059	29	3552	Regal Park
85th Street	CDS W of Huron	Homestead	1059	29	3552	Regal Park
84th Street	Iola	Homestead	1100	29	3544	Regal Park
83rd Street	Iola	Homestead	1100	29	3544	Regal Park
Huron	85th Street	86th Street	270	29	870	Regal Park
Hyden	87th Street	88th Street	270	29	870	Regal Park
Huron	88th Street	89th Street	580	29	1870	Regal Park
92nd Street	Iola	Homestead	1071	42	4998	Regal Park
Iola	85th Street	92nd Street	2680	24	7147	Regal Park
96th Street	Frankford Ave	Grover	1019	39	4416	Regal Park
95th Street	CDS E of Gardner	Grover	1108	29	3710	Regal Park
94th Street	Joint Line E of Grover	Hyden	1373	29	4424	Day Estates
94th Street	Joint Line W of Genoa	Grover	270	29	870	Day Estates

Asphalt Rejuvenator Project Phase II

City of Lubbock

Street Department

September 24, 2009

Street	To	From	Length	Width	Area	Subdivision Name
Grover	92nd Street	95th Street	1183	29	3812	Day Estates
Grover	96th Street	95th Street	300	29	967	Day Estates
Homestead	94th Street	CDS N of 94th Street	659	29	2263	Day Estates
Hope	94th Street	92nd Street	705	29	2272	Day Estates
93rd Street	Hyden	Hope	567	29	1827	Day Estates
Huron	93rd	CDS N of 93rd	387	29	1387	Day Estates
Hyden	94th Street	CDS N of 93rd Street	695	29	2380	Day Estates
79th Street	Iola	Kewanne	1217	42	5679	Bacon Crest
Ironton	79th Street	78th Street	270	29	870	Bacon Crest
78th Street	Kewanee	Iola	1170	33	4290	Bacon Crest
Kewanee	77th Street	79th Street	590	33	2163	Bacon Crest
Kewanee	77th Street	76th Street	265	33	972	Bacon Crest
Kewanee	75th Place	76th Street	265	33	972	Bacon Crest
Ironton	75th Place	76th Street	265	33	972	Bacon Crest
Justice	77th Street	78th Street	265	33	972	Bacon Crest
77th Street	Kewanee	CDS E of Ironton	1225	33	4492	Bacon Crest
76th Street	Kewanee	CDS E of Ironton	1225	33	4633	Bacon Crest
75th Place	Kewanee	Iola	1285	33	4712	Bacon Crest
Kewanne	Joint Line N of 75th PL.	75th Place	150	33	550	Bacon Crest
Ironton	Joint Line N of 75th PL.	75th Place	150	33	550	Bacon Crest
Ironton	42nd Street	43rd Street	425	39	1842	Santa Fe Park
Iola	42nd Street	43rd Street	370	39	1603	Santa Fe Park

**City of Lubbock, TX
Capital Project
Project Cost Detail
September 24, 2009**

Capital Project Number: 92125
 Capital Project Name: Street Maintenance Program

	Budget
<i>Encumbered/Expended</i>	
Ronnie Zahn Contract (FY 2007-2008 Concrete Repair)	\$ 643,817
LoneStar Dirt and Paving Contract (FY 2007-08 Asphalt Repair)	915,634
Expended for in-house and contract Seal Coat and Street Maintenance	710,758
HVJ Associates Pavement Evaluation System	310,252
JD Ramming Paving Ltd Contract (2008 Primary Seal Coat Project)	6,560,638
Iola Avenue at 66th Street	30,000
Roll Offs USA Contract	28,128
Orchard Park Development Contract (Pave East 1/2 of Memphis Avenue)	92,670
Bee Equipment Sales (Lease Asphalt paver)	27,000
Yellow House Machinery (Lease Roller)	16,200
Granite Construction	113,005
Rock Crusher (Permit and Engineering Fees)	4,743
Ronnie Zahn Paving (FY 2008-09 Concrete Repair)	1,060,845
West Texas Paving Contract	101,925
J.D. Ramming Paving (FY 2008-09 Asphalt Patching)	961,530
Lone Star (Street Construction Avenue X)	375,433
HVJ Associates Pavement Management Amendment #1	110,000
Bee Equipment Sales (Lease Asphalt Paver)	44,100
Granite Construction (Secondary Asphalt Contract)	799,050
Pavement Restoration, Inc. (2009 Asphalt Rejuvenation Program)	200,000
Ballou Construction Co., Inc. (2009 Street Micro-Surfacing Project)	2,737,701
West Texas Paving, Inc. (2009 Asphalt Overlay Project)	1,014,787

Agenda Item September 24, 2009

Pavement Restoration, Inc. (2009 Asphalt Rejuvenation Program Phase II)	375,000
<i>Encumbered/Expended to Date</i>	17,233,216

Estimated Costs for Remaining Appropriation

Construction	4,298,784
<i>Remaining Appropriation</i>	4,298,784
Total Appropriation To Date	\$ 21,532,000

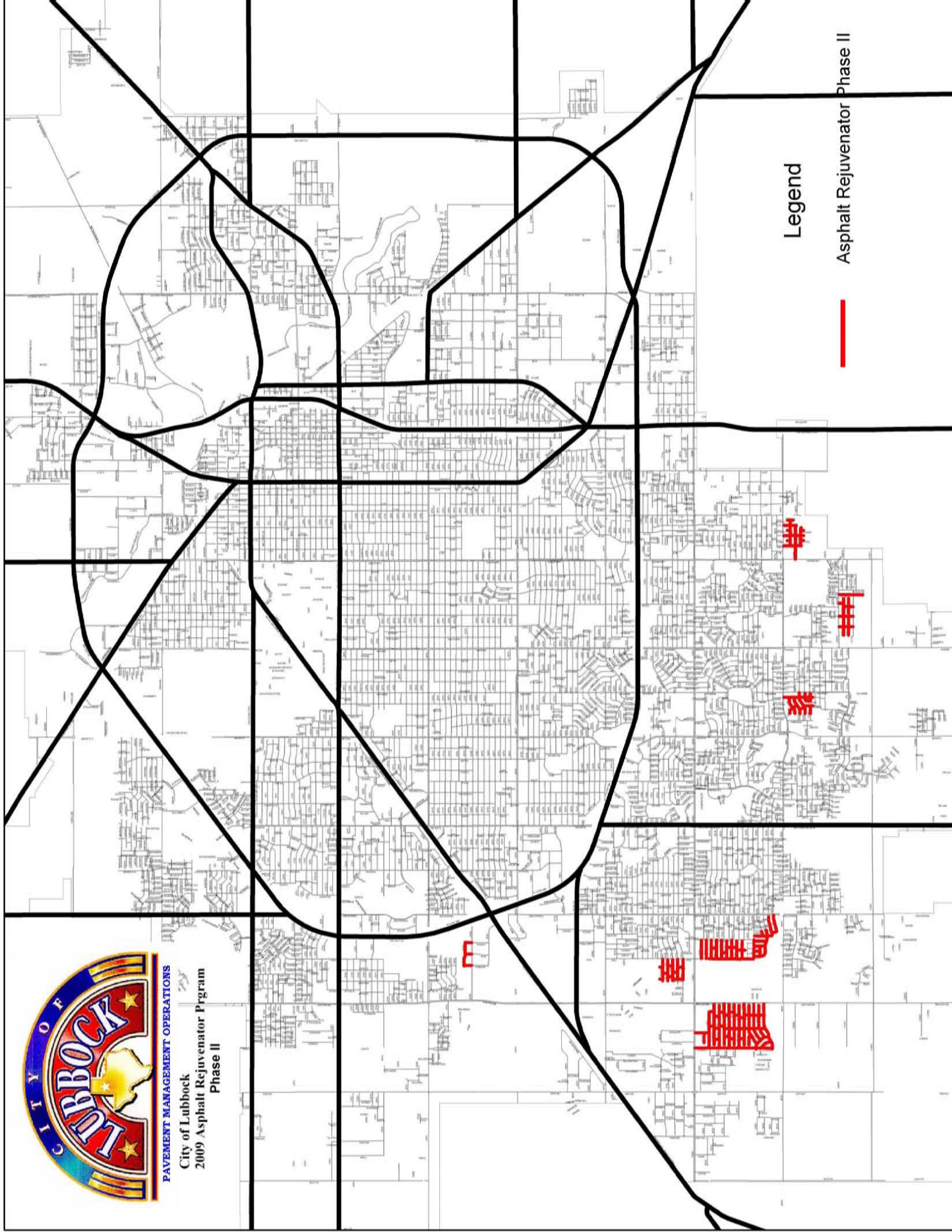


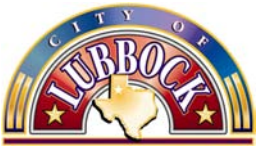
PAVEMENT MANAGEMENT OPERATIONS

City of Lubbock
2009 Asphalt Rejuvenator Program
Phase II

Legend

Asphalt Rejuvenator Phase II





Agenda Item 5.9

Contract Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute job order Contract 09-075-F-075-NJPA with Talon/LPE for fence repair at the Solid Waste southside location, 1631 84th Street.

Item Summary

The contract involves the repair and installation of 200 feet of barbed wire fence, and 160 feet of 6-foot galvanized chain link fence, and two sliding gates at the Solid Waste southside location, 1631 84th Street.

The \$29,197 contract with Talon/LPE of Amarillo, Texas, is made through the National Joint Powers Alliance (NJPA) purchasing cooperative Contract TX04-061908-TAL using an electronic system, known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a catalog of pre-priced construction tasks for all divisions of construction. NJPA is a Service Cooperative and governmental agency created by Minnesota Statute 123A.21 to allow participating governmental agencies to reduce the cost of goods and services by leveraging their combined purchasing power. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

\$29,197 is appropriated in the FY 2009-10 Solid Waste Operating Budget.

Staff/Board Recommending

James W. Loomis, Assistant City Manager

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Job Order Contract No. 09-075-F-075-NJPA for remodeling of Solid Waste Center fence repair at 1631 84th Street per National Joint Powers Alliance (NJPA), Indefinite Quality Construction Contract, by and between the City of Lubbock and Talon/LPE of Amarillo, Texas, and related documents. Said Job Order 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.

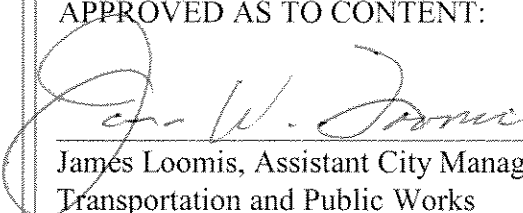
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

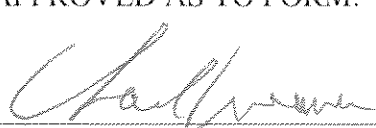
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, Assistant City Manager
Transportation and Public Works

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

City of Lubbock Job Order

This Job Order is governed by all terms and conditions of the Contract referenced below which is hereby incorporated by reference.

Owner: Wesley Everett, Director of Facilities Management for - **Solid Waste**

NJPA Contract No.: **TX04-061908-TAL, National Joint Powers Alliance (NJPA), Indefinite Quantity Construction Contract.**

Contract Job Order no.: **09-075-F-075-NJPA**

Contractor: **Talon/LPE.**

Date of Contract: September 25, 2008

Job Order Date: **August 31, 2009**

Project Architect for this Job Order: List name, phone number and firm name of Architect contracted for this project. N/A

Summary and Description of Statement of Work attached hereto: **Remodel Solid Waste Center Fence Repair at 1631 84th Street**

Talon Job Order Number: 009092.00 hereto attached.

Value of pre-priced work: \$ 28,467.09

Value of non-pre-priced work: \$ 00.00

Payment and Performance Bonds: \$729.93 Insurance Requirements per Exhibit A, attached.

Total Fixed Price stipulated sum for this Job Order ("Job Order Sum"): \$ 29,197.02

Notice to Proceed Date for this Job Order: To be issued after City Council approval

Expected Completion Date for this Job Order: To be determined after City Council approval

Liquidated Damages (if different than as set forth in Agreement): \$25 per day


CONTRACTOR:

CITY OF LUBBOCK, TEXAS (OWNER):

Talon/LPE

By: _____

MAYOR

By: 

ATTEST:

PRINTED NAME: BRIDGER HOWARD

TITLE: PROJECT MANAGER

City Secretary

APPROVED AS TO CONTENT:

COMPLETE ADDRESS:

Company Talon/LPE
Address 921 N. Bivins Street
City, State, Zip Amarillo, TX 79107
ATTEST:


Owner's Representative

Director

APPROVED AS TO FORM:

Corporate Secretary


City Attorney

Job Order Contract
Proposal Review Detail - CSI

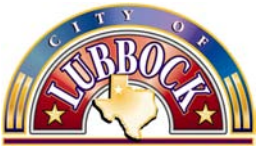
Date: March 02, 2009
 Contract #: TX04-061908-TAL
 Task Order #: 009092.00
 Task Order Title: Remodel- Solid Waste Center
 Contractor: Talon/LPE
 Proposal Value: \$29,197.02
 Proposal Name: Remodel- Solid Waste Center Fence Repair
 Proposal Submitted: 03/02/2009

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total																					
Section - 01																											
1	01352	0039		HR	Laborer, Note: Line items in the CTC include appropriate costs to cover labor. These items will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$338.59																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>16.00</td> <td>x</td> <td>17.24</td> <td>x</td> <td>1.23</td> <td>\$338.59</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	16.00	x	17.24	x	1.23	\$338.59								
	Quantity		Unit Price		Factor	Total																					
Installation	16.00	x	17.24	x	1.23	\$338.59																					
					Laborers needed to straighten fence posts and restretch approximately 260' of existing 11 gauge fence																						
Subtotal for Section - 01:						\$338.59																					
Section - 02																											
2	02711	0089		LF	3" (7.6 cm) Outside Diameter Galvanized Steel Post, Up To 6' In Length	\$245.70																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>24.00</td> <td>x</td> <td>8.34</td> <td>x</td> <td>1.23</td> <td>\$245.70</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	24.00	x	8.34	x	1.23	\$245.70								
	Quantity		Unit Price		Factor	Total																					
Installation	24.00	x	8.34	x	1.23	\$245.70																					
					(4) 6' in length, 3" diameter terminal posts																						
3	02711	0096		LF	4" (10 cm) Outside Diameter Galvanized Steel Post, Up To 6' In Length	\$736.50																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>48.00</td> <td>x</td> <td>12.50</td> <td>x</td> <td>1.23</td> <td>\$736.50</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	48.00	x	12.50	x	1.23	\$736.50								
	Quantity		Unit Price		Factor	Total																					
Installation	48.00	x	12.50	x	1.23	\$736.50																					
					Gate Posts - (8) 6' in length, 4" in diameter																						
4	02711	0122		LF	6' Galvanized Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, Line Post At 10' O.C.	\$8,506.58																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>360.00</td> <td>x</td> <td>18.03</td> <td>x</td> <td>1.23</td> <td>\$7,967.46</td> </tr> <tr> <td>Demolition</td> <td>360.00</td> <td>x</td> <td>1.22</td> <td>x</td> <td>1.23</td> <td>\$539.12</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	360.00	x	18.03	x	1.23	\$7,967.46	Demolition	360.00	x	1.22	x	1.23	\$539.12	
	Quantity		Unit Price		Factor	Total																					
Installation	360.00	x	18.03	x	1.23	\$7,967.46																					
Demolition	360.00	x	1.22	x	1.23	\$539.12																					
					New 9 gauge fence to include approximately 200' with barbed wire and 160' without barbed wire.																						
5	02711	0139		LF	1-5/8" (4.1 cm) Galvanized Steel Top Rail Includes Tie Wires And Fittings	\$110.48																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>30.00</td> <td>x</td> <td>2.66</td> <td>x</td> <td>1.23</td> <td>\$97.95</td> </tr> <tr> <td>Demolition</td> <td>30.00</td> <td>x</td> <td>0.34</td> <td>x</td> <td>1.23</td> <td>\$12.52</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	30.00	x	2.66	x	1.23	\$97.95	Demolition	30.00	x	0.34	x	1.23	\$12.52	
	Quantity		Unit Price		Factor	Total																					
Installation	30.00	x	2.66	x	1.23	\$97.95																					
Demolition	30.00	x	0.34	x	1.23	\$12.52																					
					Removal of select posts																						
6	02711	0150		LF	6' (1.8 m) Full Height Fabric Chain Link #9 Gauge, 1.2 Oz Coating, 2" Mesh	\$2,661.71																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>260.00</td> <td>x</td> <td>7.27</td> <td>x</td> <td>1.23</td> <td>\$2,320.22</td> </tr> <tr> <td>Demolition</td> <td>260.00</td> <td>x</td> <td>1.07</td> <td>x</td> <td>1.23</td> <td>\$341.49</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	260.00	x	7.27	x	1.23	\$2,320.22	Demolition	260.00	x	1.07	x	1.23	\$341.49	
	Quantity		Unit Price		Factor	Total																					
Installation	260.00	x	7.27	x	1.23	\$2,320.22																					
Demolition	260.00	x	1.07	x	1.23	\$341.49																					
					Replace approximately 260' of 11 gauge mesh with new 11 gauge mesh																						
7	02MOD	0150			For 11 Gauge Fabric, Deduct	\$-520.21																					
					<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>260.00</td> <td>x</td> <td>-1.63</td> <td>x</td> <td>1.23</td> <td>\$-520.21</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	260.00	x	-1.63	x	1.23	\$-520.21								
	Quantity		Unit Price		Factor	Total																					
Installation	260.00	x	-1.63	x	1.23	\$-520.21																					

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total			
Section - 02									
8	02711	0515		EA	18' Long x 6' High Sliding Gate	\$3,089.41			
					Quantity	Unit Price	Factor	Total	
					Installation	1.00 x	2,516.83 x	1.23 =	\$3,089.41
9	02711	0519		EA	40' Long x 6' High Sliding Gate	\$13,730.57			
					Quantity	Unit Price	Factor	Total	
					Installation	2.00 x	5,592.90 x	1.23 =	\$13,730.57
10	02711	0604		EA	Barbed Wire Extension Arms 3 Strands (Single Arm)	\$115.26			
					Quantity	Unit Price	Factor	Total	
					Installation	15.00 x	6.26 x	1.23 =	\$115.26
11	02711	0648		EA	Sliding Gate Roller Assembly	\$182.43			
					Quantity	Unit Price	Factor	Total	
					Installation	3.00 x	49.54 x	1.23 =	\$182.43
Subtotal for Section - 02:						\$28,858.43			
Proposal Total						\$29,197.02			

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%



Agenda Item 5.10

Ordinance 2nd Reading - Business Development: Ordinance 2009-00090
Consider an ordinance supplementing Ordinances 2007-00058 and 2008-00079 pursuant to which assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the District; approving and adopting the Annual Service Plan Update and the updated Assessment Roll in conformity with requirements of the Public Improvement District Assessment Act.

Item Summary

On September 10, 2009, the City Council approved the first reading of the ordinance.

On June 26, 2007, the City Council adopted Ordinance 2007-00058 approving a Service and Assessment Plan and Assessment Roll for Vintage Township Public Improvement District (PID) and supplemented that ordinance with Ordinance 2008-00079 on September 11, 2008, levying assessments on property within the PID.

On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. The PID assessments were levied on June 26, 2007, after a public hearing and public notice and the PID now has secured the bonds. As contemplated by the Assessment Ordinance, the Service Plan Update conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds. The Service Plan Update updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

ORDINANCE NO. _____

A SECOND SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner require by law, the City Council adopted Ordinance No. 2007-00058 (the "Assessment Ordinance") approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, a Supplemental Ordinance reviewing and updating the Service and Assessment Plan was passed September 11, 2008; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

Section 1. Findings.

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2009.


Passed by the City Council on second reading this _____ day of _____, 2009.

Tom Martin, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rob Allison
Assistant City Manager
Development Services

APPROVED AS TO FORM:



Jennifer Taffe, Attorney,
Vinson & Elkins, L.L.P.
Bond Counsel

**VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS**

ANNUAL SERVICE PLAN UPDATE

August 17, 2009

**VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS**

ANNUAL SERVICE PLAN

A. Introduction

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of \$2,193,000 (the "Series 2008A Bonds") and The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of \$1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. This document is the update of the Service and Assessment Plan for 2009.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The actual total cost of the Improvement Project A is \$2,920,808, which represents 99.7 percent of the total estimated Improvement Project A costs. The estimated total cost of Improvement Project B is equal to \$2,655,769, which remains the same as the budget estimate included in the Service and Assessment Plan. There are some budget line item amount revisions for Improvement Project A as reported by the Developer. The original and revised budgets for the Improvement Projects are included in Appendix A. The budget includes "Improvement Project A" and "Improvement Project B" (both as defined in the Service and Assessment Plan). Improvement Project A includes improvements that provide a benefit to the property in Improvement Area One (as defined in the Service and Assessment Plan). Improvement Project B includes improvements that provide a benefit to the property in Improvement Area Two (as defined in the Service and Assessment Plan).

As shown by Table A, the PID has incurred indebtedness in the total amount of \$3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	Improvement Project A	Improvement Project B	Total
	Series A Bonds	Series B Bonds	
Bond proceeds	\$2,193,000	\$1,279,000	\$3,472,000
Developer's contribution to Reserve Account	\$219,300	\$0	\$219,300
Developer's contribution to Prepayment Reserve Account	\$40,928	\$23,870	\$64,798
Other private funds	\$804,366	\$1,660,589	\$2,464,955
Total Sources of Funds	\$3,257,594	\$2,963,459	\$6,221,053
Uses of Funds:			\$0
Improvement project:	\$2,920,808	\$2,655,769	\$5,576,577
Capitalized Interest Account	\$61,644	\$128,695	\$190,338
Collection Costs Account	\$14,914	\$27,226	\$42,140
Reserve Account	\$219,300	\$127,900	\$347,200
Prepayment Reserve Account	\$40,928	\$0	\$40,928
Developer Sub-Account of the Prepayment Reserve Account	\$0	\$23,870	\$23,870
Total Uses of Funds	\$3,257,594	\$2,963,459	\$6,221,053

A service plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Tables B-1 and B-2.

Table B-1
Improvement Project A
PID Sources and Uses of Funds
2008 – 2012

<u>Sources of Funds:</u>	<u>Improvement Project A</u>		<u>Total</u>
	<u>Year 2008-2009</u>	<u>Year 2010-2012</u>	
Bond proceeds	\$2,193,000	\$0	\$2,193,000
Developer's contribution to Reserve Account	\$219,300	\$0	\$219,300
Developer's contribution to Prepayment Reserve Account	\$40,928	\$0	\$40,928
Other private funds	\$804,366	\$0	\$804,366
PID - Sources of Funds	\$3,257,594	\$0	\$3,257,594
<u>Uses of Funds:</u>			
Improvement project:	\$2,920,808	\$0	\$2,920,808
Capitalized Interest Account	\$61,644	\$0	\$61,644
Collection Costs Account	\$14,914	\$0	\$14,914
Reserve Account	\$219,300	\$0	\$219,300
Prepayment Reserve Account	\$40,928	\$0	\$40,928
PID - Uses of Funds	\$3,257,594	\$0	\$3,257,594

Table B-2
Improvement Project B
PID Sources and Uses of Funds
2009 – 2013

<u>Sources of Funds:</u>	<u>Improvement Project B</u>		<u>Total</u>
	<u>Year 2008-2009</u>	<u>Year 2010-2012</u>	
Bond proceeds	\$283,820	\$995,180	\$1,279,000
Developer's contribution to Prepayment Reserve Account	\$23,870	\$0	\$23,870
Other private funds	\$1,518,600	\$141,989	\$1,660,589
PID - Sources of Funds	\$1,826,290	\$1,137,169	\$2,963,459
<u>Uses of Funds:</u>			\$0
Improvement project:	\$1,518,600	\$1,137,169	\$2,655,769
Capitalized Interest Account	\$128,695	\$0	\$128,695
Collection Costs Account	\$27,226	\$0	\$27,226
Reserve Account	\$127,900	\$0	\$127,900
Developer Sub-Account of the Prepayment Reserve Account	\$23,870	\$0	\$23,870
PID - Uses of Funds	\$1,826,290	\$1,137,169	\$2,963,459

Debt Service and Collection Costs

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of 9 percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2009 and will be delinquent on February 1, 2010.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Amendment shall show the remaining balance of the Assessments, the Annual Installment and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Bonds from the collection of the Annual Installments. The interest rate to be paid on the Bonds is 7.375%. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2009 is shown by Table C.

Table C
Budget for the Annual Installments
to be Collected for 2009

	<u>Improvement Project A</u>	<u>Improvement Project B</u>	<u>Total</u>
	<u>Series 2008A Bonds</u>	<u>Series 2008B Bonds</u>	
Interest payment on April 1, 2010	\$77,991	\$47,163	\$125,154
Interest payment on October 1, 2010	\$77,991	\$47,163	\$125,154
Principal payment on October 1, 2010	\$0	\$0	\$0
Subtotal Debt Service on Bonds	\$155,981	\$94,326	\$250,308
Annual Collection Costs	\$15,000	\$13,850	\$28,850
Subtotal Expenses	\$170,981	\$108,176	\$279,158
Available Capitalized Interest Account	\$0	\$0	\$0
Available Collection Costs Account ¹	\$0	\$0	\$0
Subtotal Funds Available	\$0	\$0	\$0
Annual Installment to be Collected	\$170,981	\$108,176	\$279,158

¹ - Available Collection Costs Account balances as of June 30, 2009 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

As shown in Table C above, the Annual Installment Part A to be collected for 2009 is equal to \$170,981. The total debt service on the Series 2008A Bonds and the Annual Collection Costs for 2009 are shown as \$155,981 and \$15,000, respectively. According to the Service and Assessment Plan, 242 units are estimated to be built in Improvement Area One, representing a total of 360.64 Equivalent Units. As shown in Table D of this Update, Assessment Part A has been prepaid for nine lots, representing 12.24 Equivalent Units. The remaining Equivalent Units available to pay the Annual Installment Part A are, therefore, 328.37 (i.e. $360.64 - 12.27 = 328.37$). Accordingly, the principal and interest portion of Annual Installment Part A to be collected from each of the remaining Equivalent Units is equal to \$475.02 (i.e. $\$155,981 \div 328.37 = \475.02) and the Annual Collection Costs to be collected from each Equivalent Unit is equal to \$45.68 (i.e. $\$15,000 \div 328.37 = \45.68). The total Annual Installment Part A to be collected from each of the remaining Equivalent Units in Improvement Area One is equal to \$520.70 (i.e. $\$475.02 + \$45.68 = \$520.70$). The Annual Installment Part A for each Land Use Class is calculated by multiplying the Annual Installment Part A for each Equivalent Unit (i.e. \$520.70) by the equivalent unit factor for each Land Use Class.

As shown in Table C above, the Annual Installment Part B to be collected for 2009 is equal to \$108,176. The total debt service on the Series 2008B Bonds and the Annual Collection Costs for 2009 are shown as \$94,326 and \$13,850, respectively. According to the Service and Assessment Plan, 137 units are estimated to be built in Improvement Area Two, representing a total of 195.11 Equivalent Units. There have been no prepayments of Assessment Part B through July 31, 2009. Accordingly, the principal and interest portion of Annual Installment Part B to be collected from each of the remaining Equivalent Units is equal to \$483.45 (i.e. $\$94,326 \div 195.11 = \483.45) and the Annual

Collection Costs to be collected from each Equivalent Unit is equal to \$70.99 (i.e. $\$13,850 \div 195.11 = \70.99). The total Annual Installment Part B to be collected from each of the Equivalent Units in Improvement Area Two is equal to \$554.44 (i.e. $\$483.45 + \$70.99 = \$554.44$). The Annual Installment Part B for each Land Use Class is calculated by multiplying the Annual Installment Part B for each Equivalent Unit (i.e. \$554.44) by the equivalent unit factor for each Land Use Class.

C. Update of the Assessment Plan

The Service and Assessment Plan provided for the “Assessed Property” to be classified into one of three categories for purpose of allocating the Assessments, as follows:

- (i) Land Use Class 1,
- (ii) Land Use Class 2, and
- (iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The equivalent unit factors are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

The Assessment Roll is to be updated each year to reflect:

- (i) the identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel),
- (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan;
- (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel;
- (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix B. Each parcel in the PID is identified, along with the Assessment on each Parcel and the

Annual Installment to be collected from each parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2009. According to the Lubbock CAD and the developer, 73 new parcels were subdivided from Parcel R311999, which was originally planned for 137 units (i.e. 195.11 Equivalent Units). According to the developer, the 73 newly created parcels include 36 Land Use Class 1 Lots, 28 Land Use Class 2 Lots, four Land Use Class 3 Lots and five Non-Benefited parcels.

As shown in Table D below, the Assessment Part A originally allocated to Parcel R311999 was \$1,256,114. The total Equivalent Units applicable to the parcel were 195.11. Accordingly, the Assessment Part A per Equivalent Unit was \$6,438 (i.e. $\$1,256,114 \div 195.11 = \$6,438$).

Table D
Assessment Part A prior to Subdivision
(Parcel R311999)

Parcel	Total Estimated Units	Total EU	Assessment Part A	Assessment Part A per EU
R311999	137	195.11	\$1,256,114	\$6,438

As shown above, the Equivalent Unit for each Land Use Class 1 Lot is 1.00. Accordingly, The Assessment Part A reallocated to each of the 36 Land Use Class 1 lots subdivided from Parcel R311999 is equal to \$6,438 (i.e. $\$6,438 \times 1.00 = \$6,438$). The Equivalent Unit for each Land Use Class 2 Lot is 1.66 and the Assessment Part A reallocated to each of the 28 Land Use Class 2 lots subdivided from Parcel R311999 is equal to \$10,687 (i.e. $\$6,438 \times 1.66 = \$10,687$). The Equivalent Unit for each Land Use Class 3 Lot is 2.29 and the Assessment Part A reallocated to each of the 28 Land Use Class 3 lots subdivided from Parcel R311999 is, therefore, equal to \$14,743 (i.e. $\$6,438 \times 2.29 = \$14,743$). There is no Assessment Part A allocated to any of the five Non-

Benefited parcels subdivided from Parcel R311999. Table E below shows the Assessment Part A reallocated to each land use class of the newly subdivided parcels.

Table E
Assessment Part A reallocated after Subdivision
(Parcel R311999)

Parcel	Planned No of Units	Land Use Class	EU	Total EU	Assessment Part A Per EU	Assessment Part A Per unit	Reallocated Assessment Part A
Various	36	1	1.00	36.00	\$6,438	\$6,438	\$231,767
Various	28	2	1.66	46.48	\$6,438	\$10,687	\$299,237
Various	4	3	2.29	9.16	\$6,438	\$14,743	\$58,972
Various (Non- Benefited)	0	n/a	n/a	n/a	\$0	\$0	\$0
R311999	69	various		103.47	\$6,438		\$666,138
Total	137			195.11			\$1,256,114

As shown in Table F below, the Assessment Part B originally allocated to Parcel R311999 was \$1,279,000. The total Equivalent Units applicable to the parcel were 195.11. Accordingly, the Assessment Part B per Equivalent Unit was \$6,555.

Table F
Assessment Part B prior to Subdivision
(Parcel R311999)

Parcel	Total Estimated Units	Total EU	Assessment Part B	Assessment Part B per EU
R311999	137	195.11	\$1,279,000	\$6,555

As shown above, the Equivalent Unit for each Land Use Class 1 Lot is 1.00. Accordingly, The Assessment Part B reallocated to each of the 36 Land Use Class 1 lots subdivided from Parcel R311999 is equal to \$6,555 (i.e. $\$6,555 \times 1.00 = \$6,555$). The Equivalent Unit for each Land Use Class 2 Lot is 1.66 and the Assessment Part B reallocated to each of the 28 Land Use Class 2 lots subdivided from Parcel R311999 is, therefore, equal to \$10,882 (i.e. $\$6,555 \times 1.66 = \$10,882$). The Equivalent Unit for each Land Use Class 3 Lot is 2.29 and the Assessment Part B reallocated to each of the 28 Land Use Class 3 lots subdivided from Parcel R311999 is, therefore, equal to \$15,012 (i.e. $\$6,555 \times 2.29 = \$15,012$). There is no Assessment Part B allocated to any of the five Non-Benefited parcels subdivided from Parcel R311999. Table G below shows the Assessment Part B reallocated to each land use class of the newly subdivided parcels.

Table G
Assessment Part B reallocated after Subdivision
(Parcel R311999)

Parcel	Estimated No of Units	Land Use Class	EU	Total EU	Assessment Part B Per EU	Assessment Part B Per unit	Reallocated Assessment Part B
Various	36	1	1.00	36.00	\$6,555	\$6,555	\$235,990
Various	28	2	1.66	46.48	\$6,555	\$10,882	\$304,689
Various	4	3	2.29	9.16	\$6,555	\$15,012	\$60,046
Various (Non- Benefited)	0	n/a	n/a	n/a	\$0	\$0	\$0
R311999	69	Various		103.47	\$6,555		\$678,274
Total	137			195.11			\$1,279,000

Assessment Part A has been prepaid for nine lots through July 31, 2009. Table H below shows a summary of these prepaid lots. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of \$78,000 have been redeemed with the prepayment proceeds as of July 31, 2009.

Table H
Assessment Part A Prepayments
As of July 31, 2009

Tax ID No	Lot No.	Land Use Class	Equivalent Unit	Total Assessment Part A Prepaid
R310605	47	1	1	\$6,438
R310607	49	3	2.29	\$14,743
R310628	65	1	1	\$6,438
R310629	66	1	1	\$6,438
R310634	71	1	1	\$6,438
R310635	72	1	1	\$6,438
R310637	74	2	1.66	\$10,687
R310658	95	2	1.66	\$10,687
R310672	109	2	1.66	\$10,687
Total			12.27	\$78,994

The complete Assessment Roll updated as described herein is available at the City of Lubbock, Municipal Complex, 1625 13th Street, Lubbock, Texas 79401.

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2009.

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
	Original Budget	Budget Changes ¹	Revised Budget	Original Budget	Budget Changes	Revised Budget
Land	\$0	\$0	\$0	\$390,000	\$0	\$390,000
Site Preparation	\$288,511	\$355,780	\$644,291	\$79,906	\$0	\$79,906
Drainage	\$136,232	(\$136,232)	\$0	\$136,232	\$0	\$136,232
Streets and alleys	\$0	\$0	\$0	\$706,430	\$0	\$706,430
Walkways	\$0	\$0	\$0	\$59,523	\$0	\$59,523
Water and sewer	\$0	\$0	\$0	\$752,265	\$0	\$752,265
Lighting and street signs	\$154,683	(\$25,693)	\$128,990	\$4,107	\$0	\$4,107
Signage and monumentation	\$9,795	(\$9,475)	\$320	\$0	\$0	\$0
Park features	\$1,081,340	(\$7,593)	\$1,073,747	\$0	\$0	\$0
Roundabouts	\$67,795	\$19,517	\$87,312	\$0	\$0	\$0
Street trees and irrigation	\$412,091	(\$213,590)	\$198,501	\$0	\$0	\$0
Sub-total hard costs	\$2,150,447	(\$17,286)	\$2,133,161	\$2,128,463	\$0	\$2,128,463
Project administration	\$84,884	\$529	\$85,413	\$11,577	\$0	\$11,577
Master planning	\$67,012	\$199,424	\$266,436	\$0	\$0	\$0
Architectural design	\$102,862	(\$102,862)	\$0	\$130	\$0	\$130
Engineering (civil)	\$239,216	\$169,311	\$408,527	\$235,905	\$0	\$235,905
Engineering (other)	\$4,210	\$3,464	\$7,674	\$8,952	\$0	\$8,952
Legal fees	\$7,720	\$5,640	\$13,360	\$1,278	\$0	\$1,278
Regulatory and impact fees	\$8,032	(\$5,902)	\$2,130	\$20,563	\$0	\$20,563
Insurance and bonding	\$0	\$4,107	\$4,107	\$0	\$0	\$0
Sub-total soft costs	\$513,936	\$273,711	\$787,647	\$278,405	\$0	\$278,405
Contingency	\$266,439	(\$266,439)	\$0	\$248,901	\$0	\$248,901
Total	\$2,930,822	(\$10,014)	\$2,920,808	\$2,655,769	\$0	\$2,655,769

¹ The budget changes are shown in the most recent developer's payment request submitted to the trustee.

These costs are estimated and the actual costs may be different than estimates. Costs in one line item may be reallocated to another line item to reflect the actual costs incurred.

Appendix B
ASSESSMENT ROLL
Vintage Public Improvement District
2009
Worksheet

Tax Reference No	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310559	1	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310560	2	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310561	3	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310562	4	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310563	5	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310564	6	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310565	7	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310566	8	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310567	9	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310568	10	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310569	11	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310570	12	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310571	13	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310572	14	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310573	15	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310574	16	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310575	17	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310576	18	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310577	19	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310578	20	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310579	21	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310580	22	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310581	23	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310582	24	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310583	25	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310584	26	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310585	27	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310586	28	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310587	29	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310588	30	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310589	31	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310590	32	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310591	33	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310592	34	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310593	35	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310594	36	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310595	37	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310596	38	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310597	39	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310598	40	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70

**Appendix B
ASSESSMENT ROLL
Vintage Public Improvement District
2009
Worksheet**

Tax Reference No.	Lot No.	Equivalent Units	Assessments		Annual Installment Part A			Annual Installment Part B			Total			
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310599	41	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310600	42	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310601	43	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310602	44	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310603	45	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310604	46	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310605	47	1	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310607	49	2.29	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310609	51	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310610	52	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310611	53	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310612	54	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310613	55	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310614	56	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310615	57	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310616	58	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310622	59	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310623	60	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310624	61	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310625	62	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310626	63	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310627	64	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310628	65	1	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310631	68	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310632	69	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310633	70	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310634	71	1	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310637	74	1.66	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310639	76	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310640	77	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310641	78	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310642	79	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310643	80	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36

Appendix B
ASSESSMENT ROLL
Vintage Public Improvement District
2009
Worksheet

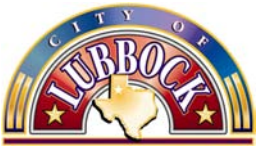
Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310644	81	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310645	82	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310646	83	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310647	84	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310648	85	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310649	86	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310650	87	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310651	88	0	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310652	89	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310653	90	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310654	91	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310655	92	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310656	93	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310657	94	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310658	95	1.66	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310660	97	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310661	98	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310662	99	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310663	100	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310664	101	2.29	\$14,743.00		\$14,743.00	\$1,087.79	\$104.61	\$1,192.40	\$0.00	\$0.00	\$0.00	\$1,087.79	\$104.61	\$1,192.40
R310665	102	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310666	103	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310667	104	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310668	105	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310669	106	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310670	107	1	\$6,438.00		\$6,438.00	\$475.02	\$45.68	\$520.70	\$0.00	\$0.00	\$0.00	\$475.02	\$45.68	\$520.70
R310671	108	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310672	109	1.66	Prepaid		Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R310674	111	1.66	\$10,687.00		\$10,687.00	\$788.53	\$75.83	\$864.36	\$0.00	\$0.00	\$0.00	\$788.53	\$75.83	\$864.36
R314854	112	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314855	113	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314856	114	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314857	115	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314858	116	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314859	117	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314860	118	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314861	119	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314862	120	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13

**Appendix B
ASSESSMENT ROLL
Vintage Public Improvement District
2009
Worksheet**

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314863	121	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314864	122	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314865	123	2.29	\$14,743.00	\$15,012.00	\$29,755.00	\$1,087.79	\$104.61	\$1,192.40	\$1,107.10	\$162.56	\$1,269.66	\$2,194.89	\$267.16	\$2,462.06
R314866	124	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314867	125	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314868	126	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314869	127	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314870	128	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314871	129	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314872	130	2.29	\$14,743.00	\$15,012.00	\$29,755.00	\$1,087.79	\$104.61	\$1,192.40	\$1,107.10	\$162.56	\$1,269.66	\$2,194.89	\$267.16	\$2,462.06
R314873	131	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314874	132	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314875	133	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314876	134	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314877	135	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314878	136	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314879	137	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314880	138	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314881	139	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314882	140	2.29	\$14,743.00	\$15,012.00	\$29,755.00	\$1,087.79	\$104.61	\$1,192.40	\$1,107.10	\$162.56	\$1,269.66	\$2,194.89	\$267.16	\$2,462.06
R314883	141	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314884	142	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314885	143	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314886	144	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314887	145	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314888	146	2.29	\$14,743.00	\$15,012.00	\$29,755.00	\$1,087.79	\$104.61	\$1,192.40	\$1,107.10	\$162.56	\$1,269.66	\$2,194.89	\$267.16	\$2,462.06
R314889	147	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314890	148	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314891	149	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314892	150	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314893	151	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314924	152	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314894	153	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314895	154	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314896	155	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314897	156	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314898	157	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314899	158	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314900	159	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314901	160	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72

Appendix B
ASSESSMENT ROLL
Vintage Public Improvement District
2009
Worksheet

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314902	161	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314903	162	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314904	163	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314905	164	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314906	165	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314907	166	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314908	167	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314909	168	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314910	169	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314911	170	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314912	171	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314913	172	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314914	173	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314925	174	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314915	175	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314916	176	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314917	177	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314918	178	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314919	179	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314926	180	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314920	181	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314921	182	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314922	183	1	\$6,438.00	\$6,555.00	\$12,993.00	\$475.02	\$45.68	\$520.70	\$483.45	\$70.99	\$554.44	\$958.47	\$116.67	\$1,075.13
R314923	184	1.66	\$10,687.00	\$10,882.00	\$21,569.00	\$788.53	\$75.83	\$864.36	\$802.53	\$117.84	\$920.37	\$1,591.06	\$193.67	\$1,784.72
R314999		103.47	\$666,139.86	\$678,276.00	\$2,535,115.00	\$49,149.98	\$4,726.53	\$53,876.51	\$50,022.74	\$7,344.88	\$57,367.62	\$99,172.72	\$12,071.41	\$111,244.13
Total		340.64	\$2,114,040.86	\$1,279,000.00	\$4,583,740.00	\$155,981.25	\$15,000.00	\$170,981.25	\$94,326.25	\$13,850.00	\$108,176.25	\$250,307.50	\$28,850.00	\$279,157.50



Agenda Item 5.11

Ordinance 2nd Reading - Business Development: Ordinance 2009-00087

Consider an ordinance amending Ordinance 2001-0091 establishing the Central Business District Tax Increment Financing Reinvestment Zone by extending the duration of the Zone 20 years to December 31, 2040.

Item Summary

On September 10, 2009, the City Council approved the first reading of the ordinance.

The Central Business District (CBD) Tax Increment Financing Reinvestment Zone (TIF) was created and adopted by the City Council on December 3, 2001. The CBD TIF District was established as a 20-year TIF, and 12 years remain. The term needs to be extended to issue 20-year bonds to provide for the construction of the public improvements needed for the Lubbock Downtown revitalization effort.

Senator Robert Duncan and Representatives Delwin Jones and Carl Isett introduced legislation to allow the duration of the zone to be extended. The legislation was enacted by the State of Texas Legislature, effective May 23, 2009, amending Section 311.017 of the Texas Tax Code to allow a municipality to designate by ordinance a new termination date for a reinvestment zone that is no later than the 20th anniversary of the original termination date.

The original termination date of the CBD TIF is December 31, 2020. The amendment extends the termination date of the CBD TIF 20 years to December 31, 2040.

Fiscal Impact

The extension of the duration of the CBD TIF allows the City to issue 20-year bonds for additional funding for the CBD TIF fund to implement the project and finance plan that includes the relocation and replacement of public infrastructure.

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ORDINANCE ESTABLISHING THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE BY EXTENDING THE DURATION OF THE ZONE.

WHEREAS, the City Council of the City of Lubbock, desiring to promote the development of the Central Business District of the City of Lubbock, adopted Ordinance No. 2001-0091, December 3, 2001, establishing the Central Business District Tax Increment Finance Reinvestment Zone, defining its boundaries, and establishing a termination date of December 31, 2020, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”); and

WHEREAS, the Legislature of the State of Texas enacted S.B. No. 1105, effective May 23, 2009, amending Section 311.017 of the Texas Tax Code to allow a municipality to designate by ordinance a new termination date for a reinvestment zone that is not later than the twentieth anniversary of the original termination date; and

WHEREAS, the City Council desires to amend Section 5 of Ordinance No. 2001-0091 to extend the termination date of the Zone to December 31, 2040, the twentieth anniversary of the original termination date; and

WHEREAS, the City has called a public hearing to hear public comments on the extension of the termination date of the Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 10th day of September, 2009, at 10 o'clock am, in the Council Chamber of the City of Lubbock, Texas, and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the extension of the termination date of the Zone; and NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council of the City of Lubbock, after conducting such hearing and having hear such evidence and testimony, has made the following findings based on the evidence and testimony present to it:

- a. That the public hearing on extension of the termination date of the Central Business District Tax Increment Financing Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.
- b. That extension of the termination date of the Zone will result in benefits to the City, its residents, and property owners, in general, and to the property residents and property owners in the Tax Increment Financing Reinvestment Zone.

SECTION 3: That the Central Business District Tax Increment Financing Reinvestment Zone date of termination is hereby extended to December 31, 2040.

AND IT IS SO ORDERED

PASSED by the City Council on first reading this _____ day of _____, 2009.

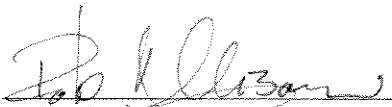
PASSED by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



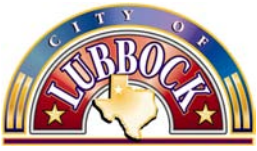
Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:



Linda L. Chamales
Economic Development Attorney

LC:/Cityatt/Linda/TIF.CBD- AMENDED termination date
August 25, 2009



Agenda Item 5.12

Ordinance 2nd Reading - Business Development: Ordinance 2009-O0088
Consider an ordinance approving the Fourth Amended Central Business District Tax Increment Finance Reinvestment Zone Project Plan and Finance Plan, as adopted by the Board of Directors of the Central Business District Tax Increment Financing Reinvestment Zone.

Item Summary

On September 10, 2009, the City Council approved the first reading of the ordinance.

If the Central Business District (CBD) Tax Increment Financing (TIF) Reinvestment Zone is extended from 20 years to 40 years, the Finance and Project Plans must be amended to reflect the increased term of the TIF. Revisions to the project costs and the extension of the term of the CBD TIF from 20 years to 40 years is included in the 4th Amended Project Plan and the 4th Amended Finance Plan. The Board of Directors of the CBD TIF adopted the Fourth Amended Finance Plan and Fourth Amended Project Plan at their August 25, 2009 meeting and are submitting the revised plans to the City Council recommending approval.

The changes to the Fourth Amended Finance Plan and Project Plans are as follows:

- Extends of the term of the TIF from 20 years to 40 years;
- Includes bonded indebtedness of \$7.5 million;
- Includes projected future private development of \$78.3 million;
- Increases total project costs from \$10.4 million to \$40.1 million;
- Increases total projected assessed values at the end of the TIF term from \$197.7 million to \$276.2 million; and
- Increases increment value from \$91.8 million to \$170.3 million.

The Project Plan includes public improvements totaling \$40.1 million. The Fourth Amended Finance Plan and Project Plan are provided. Appendix C of the Finance Plan is available in the City Secretary's Office.

Fiscal Impact

The public improvements will be funded from revenues collected by the Central Business District Tax Increment Finance Reinvestment Zone.

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Central Business District TIF Board

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FOURTH AMENDED CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCE REINVESTMENT ZONE PROJECT PLAN AND FINANCE PLAN AS ADOPTED BY THE BOARD OF DIRECTORS OF THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE.

WHEREAS, the City Council of the City of Lubbock, desiring to promote the development of the Central Business District of the City of Lubbock, adopted Ordinance No. 2001-0091, December 3, 2001, establishing the Central Business District Tax Increment Finance Reinvestment Zone and defining its boundaries in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"); and

WHEREAS, the Board of Directors of the Central Business District Tax Increment Financing Reinvestment Zone, in accordance with the Act, prepared and adopted a Central Business District Project Plan and a Central Business District Financing Plan, approved December 19, 2002, in Ordinance 2002-O0135; a First Amended Project Plan and Financing Plan approved November 4, 2004, in Ordinance 2004-O0132; a Second Amended Project Plan and Financing Plan approved January 12, 2007, in Ordinance 2006-O0137; and a Third Amended Project Plan and Financing Plan approved December 4, 2008, in Ordinance 2008-O0100; and

WHEREAS, due to increased development and changed circumstances, the Board of Directors of the Central Business Tax Increment Financing Reinvestment Zone has adopted a Fourth Amended Project Plan and a Fourth Amended Finance Plan and has submitted these plans to the City Council for approval; NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council of the City of Lubbock makes the following findings regarding the Central Business District Tax Increment Financing Reinvestment Zone Project Plan and the Central Business District Tax Increment Financing Reinvestment Zone Finance Plan, as adopted by the Board of Directors of the Central Business District Tax Increment Financing Reinvestment Zone:

a) That the Central Business District Tax Increment Financing Reinvestment Zone Fourth Amended Finance Plan includes, as required by § 311.011 of the Act, all of the following items:

- 1) a detailed list describing the estimated project costs of the zone, including administrative expenses;
- 2) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone;
- 3) an economic feasibility study;
- 4) the estimated amount of bonded indebtedness to be incurred;
- 5) the time when related costs or monetary obligations are to be incurred;
- 6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone;
- 7) the current total appraised value of taxable real property in the zone;
- 8) the estimated captured appraised value of the zone during each year of its existence; and
- 9) the duration of the zone.

- b) That the Central Business District Tax Increment Financing Reinvestment Zone Fourth Amended Project Plan includes, as required by § 311.011 of the Act, all of the following items:
- 1) a map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property;
 - 2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, and other municipal ordinances;
 - 3) a list of estimated nonproject costs; and
 - 4) a statement of a method of relocating persons to be displaced as a result of implementing the plan.
- c) That the Fourth Amended Plan is feasible and conforms to the City of Lubbock Comprehensive Plan.

SECTION 3: That the Central Business District Tax Increment Financing Reinvestment Zone Fourth Amended Project Plan and the Central Business District Tax Increment Financing Reinvestment Zone Fourth Amended Finance Plan, as adopted by the Board of Directors of the Central Business District Tax Increment Financing Reinvestment Zone are approved. A copy of each plan is attached hereto and incorporated into this Ordinance as if fully set forth herein.

SECTION 4: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

AND IT IS SO ORDERED

PASSED by the City Council on first reading this _____ day of _____, 2009.

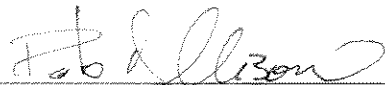
PASSED by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

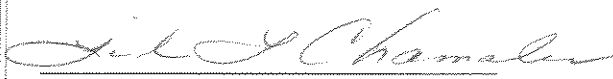
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:



Linda L. Chamales
Economic Development Attorney

LC:/Cityatt/Linda/TIF.CBD- FOURTH AMENDED PLAN ADOPTION ORD
August 17, 2009

Financing Plan

(Fourth Amended)

**Central Business District
Tax Increment Financing Reinvestment Zone**

LUBBOCK, TEXAS

Prepared for

City of Lubbock

August 2009

FINANCING PLAN

The Financing Plan provides information on the projected impact that the Central Business District Tax Increment Financing Reinvestment Zone (Zone) could have on the property illustrated in Appendix A. The Financing Plan also describes how that impact could be utilized to enhance the area and region through leveraging the resources of each entity that participates in the project.

Below is a summary of the Financing Plan items required by law:

1. A detailed list describing the estimated project costs of the zone, including administrative costs.

The total project costs over the life of the zone will be approximately \$40.1 million. The detailed list of projects is included in Appendix B.

2. A statement listing the kind, number, and location of all proposed public works or public improvements in the zone.

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Any real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Any relocation costs;
- Organizational costs, including costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;

Financing Plan

- The amount of any contributions made by the municipality from general revenue for the implementation of the project plan;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of a project plan;
- The cost of operating the Zone and project facilities; and
- Payments made at the discretion of the governing body of the municipality that the municipality finds necessary or convenient to the creation of the Zone or to the implementation of the project plans for the Zone.

3. Economic Feasibility Study.

- An economic feasibility study has been conducted and is included as a part of this Financing Plan as Appendix C.

4. The estimated amount of bonded indebtedness to be incurred.

- The estimated amount of bonded indebtedness to be incurred is as follows:
Principal: \$7.5 million
Interest: \$5.4 million

5. The time when related costs or monetary obligations are to be incurred.

- Monetary obligations will be incurred with each bond issue; however, it is expected that development agreements will be in place, which would provide sufficient tax increment to pay debt coverage for each bond issuance.

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs including the percentage of tax increment to be derived from the property taxes of each taxing unit on real property in the Zone.

- Project costs will be financed using tax increment funds or bond issues with payment provided by tax increment funds received. The revenue sources will be the real property taxes captured by the Zone, which will account for 100% of revenues used to fund project costs and bonds issued. For the Financing Plan, all taxing jurisdictions, excluding the school district, have agreed to participate at 100% of their incremental taxable value.

7. The current total appraised value of taxable real property in the Zone.

- The current appraised value, before exemptions, of the taxable real property in the Zone is approximately \$172.2 million using the 2009 values provided by the Lubbock Central Appraisal District.

Financing Plan

8. The estimated appraised value of the improvements in the Zone during each year of existence.

- The estimated appraised value of the improvements in the Zone per year is listed in the following table.

Table 1						
City of Lubbock, TX						
Captured Value of Existing & New Development						
CBD TIF Reinvestment Zone						
Tax Year	Base Assessed Value % Increase	Adjusted Base Assessed Value \$ millions	Abatement Adjustment \$ millions	Growth in Assessed Value \$ millions	New Development Assessed Value \$ millions	Total Adjusted Assessed Value \$ millions
2001	-	\$ 105.9	-	-	-	105.9
2002	-	107.0	(1.4)	-	-	105.6
2003	-	114.1	(5.6)	4.5	-	113.0
2004	-	113.0	(5.4)	7.4	5.4	120.3
2005	-	120.3	(5.8)	0.3	7.5	122.4
2006	-	122.4	(0.6)	6.9	8.4	137.2
2007	-	137.2	(5.8)	15.7	8.6	155.7
2008	-	155.7	(5.5)	6.2	3.9	160.3
2009	-	160.3	(4.5)	8.8	3.2	167.7
2010	0.5	167.7	-	0.8	-	168.6
2011	0.5	168.6	-	0.8	8.6	178.0
2012	0.5	178.0	-	0.9	23.4	202.2
2013	0.5	202.2	-	1.0	18.0	221.2
2014	0.5	221.2	-	1.1	-	222.3
2015	0.5	222.3	-	1.1	20.5	244.0
2016	0.5	244.0	-	1.2	-	245.2
2017	0.5	245.2	-	1.2	-	246.4
2018	0.5	246.4	-	1.2	-	247.6
2019	0.5	247.6	-	1.2	-	248.9
2020	0.5	248.9	-	1.2	-	250.1
2021	0.5	250.1	-	1.2	-	251.4
2022	0.5	251.4	-	1.3	-	252.6
2023	0.5	252.6	-	1.3	-	253.9
2024	0.5	253.9	-	1.3	-	255.1
2025	0.5	255.1	-	1.3	-	256.4
2026	0.5	256.4	-	1.3	-	257.7
2027	0.5	257.7	-	1.3	-	258.9
2028	0.5	258.9	-	1.3	-	260.2
2029	0.5	260.2	-	1.3	-	261.5
2030	0.5	261.5	-	1.3	-	262.8
2031	0.5	262.8	-	1.3	-	264.1
2032	0.5	264.1	-	1.3	-	265.5
2033	0.5	265.5	-	1.3	-	266.8
2034	0.5	266.8	-	1.3	-	268.1
2035	0.5	268.1	-	1.3	-	269.4
2036	0.5	269.4	-	1.3	-	270.8
2037	0.5	270.8	-	1.3	-	272.1
2038	0.5	272.1	-	1.4	-	273.5
2039	0.5	273.5	-	1.4	-	274.8
2040	0.5	274.8	-	1.4	-	276.2

Financing Plan

- The estimated annual incremental funds available from development and redevelopment in the Zone are listed in the following table.

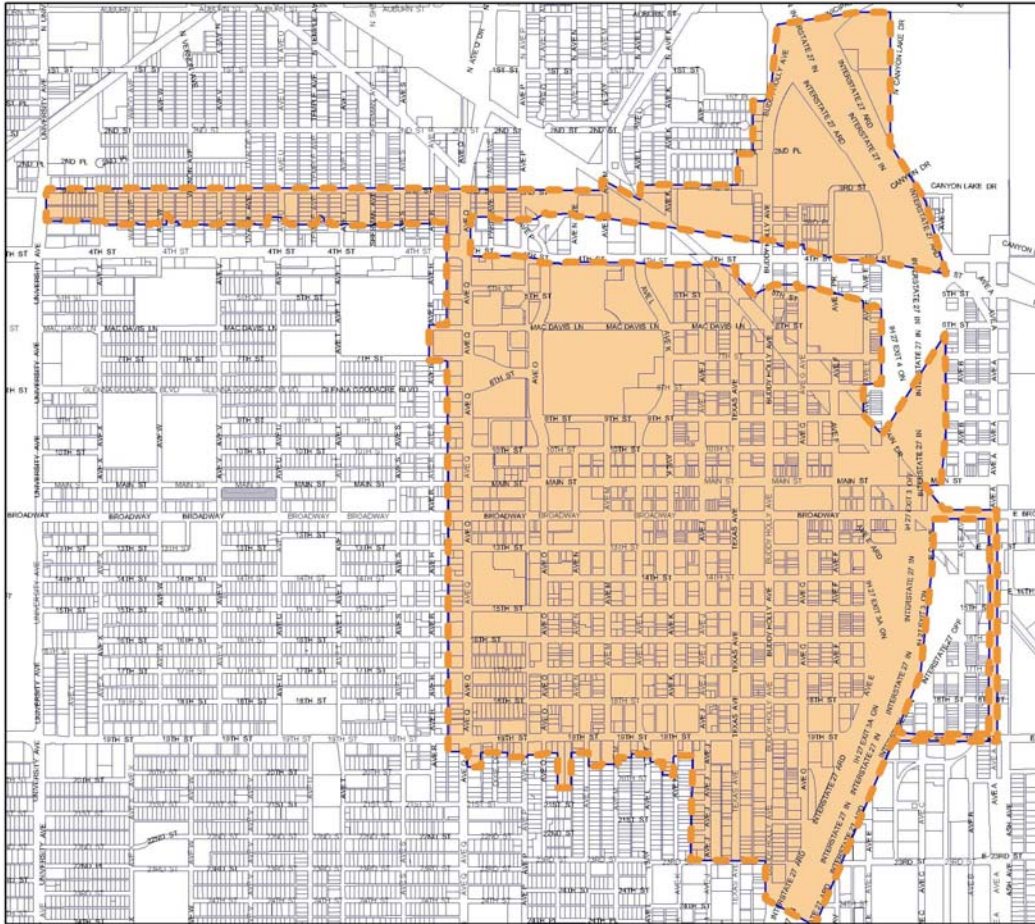
Tax Year	Total Adjusted Value \$ millions	Base Assessed Value \$ millions ^a	Annual Increment Value \$ millions	Annual Tax Increment \$ thousands	Annual Interest Earnings \$ thousands	Annual Total Revenue \$ thousands
2001	\$ 105.9	105.9	-	-	-	-
2002	105.6	105.9	(0.3)	-	-	-
2003	113.0	105.9	7.1	57.2	0.3	57.5
2004	120.3	105.9	14.4	78.6	1.4	80.0
2005	122.4	105.9	16.6	155.0	4.7	159.7
2006	137.2	105.9	31.3	277.8	12.3	290.1
2007	155.7	105.9	49.9	424.9	27.6	452.4
2008	160.3	105.9	54.4	469.7	17.7	487.4
2009	167.7	105.9	61.9	541.1	4.0	545.1
2010	168.6	105.9	62.7	548.3	5.4	553.6 ^b
2011	178.0	105.9	72.1	630.3	55.8	686.2 ^b
2012	202.2	105.9	96.4	842.6	47.7	890.4 ^b
2013	221.2	105.9	115.4	1,008.8	34.8	1,043.6 ^b
2014	222.3	105.9	116.5	1,018.4	25.7	1,044.1 ^b
2015	244.0	105.9	138.1	1,207.5	18.7	1,226.2 ^b
2016	245.2	105.9	139.3	1,218.1	14.8	1,232.9 ^b
2017	246.4	105.9	140.6	1,228.7	14.1	1,242.9 ^b
2018	247.6	105.9	141.8	1,239.5	21.9	1,261.4 ^b
2019	248.9	105.9	143.0	1,250.2	31.3	1,281.5 ^b
2020	250.1	105.9	144.2	1,261.1	42.6	1,303.7 ^b
2021	251.4	105.9	145.5	1,271.9	54.1	1,326.1 ^b
2022	252.6	105.9	146.7	1,282.9	65.8	1,348.7 ^b
2023	253.9	105.9	148.0	1,293.9	77.7	1,371.6 ^b
2024	255.1	105.9	149.3	1,304.9	89.8	1,394.7 ^b
2025	256.4	105.9	150.5	1,316.0	102.1	1,418.0 ^b
2026	257.7	105.9	151.8	1,327.1	114.5	1,441.6 ^b
2027	258.9	105.9	153.1	1,338.4	127.1	1,465.5 ^b
2028	260.2	105.9	154.4	1,349.6	139.9	1,489.5 ^b
2029	261.5	105.9	155.7	1,360.9	152.9	1,513.8 ^b
2030	262.8	105.9	157.0	1,372.3	166.5	1,538.8 ^b
2031	264.1	105.9	158.3	1,383.7	185.4	1,569.1 ^b
2032	265.5	105.9	159.6	1,395.2	208.5	1,603.7 ^b
2033	266.8	105.9	160.9	1,406.8	232.8	1,639.6 ^b
2034	268.1	105.9	162.2	1,418.4	258.4	1,676.8 ^b
2035	269.4	105.9	163.6	1,430.0	285.2	1,715.3 ^b
2036	270.8	105.9	164.9	1,441.8	312.2	1,754.0 ^b
2037	272.1	105.9	166.3	1,453.5	339.4	1,793.0 ^b
2038	273.5	105.9	167.6	1,465.4	366.8	1,832.2 ^b
2039	274.8	105.9	169.0	1,477.3	394.4	1,871.6 ^b
2040	276.2	105.9	170.3	1,489.2	422.1	1,911.3 ^b
Total				\$ 41,036.9	\$ 4,476.6	\$ 45,513.5

^bBased on projected tax rates of:
City--\$0.4464; County--\$0.3262; Hospital--\$0.12067; and Water District--\$0.00794

9. The duration of the Zone.

The duration of the Zone is 40 years.

Appendix A



Appendix B
CBD TIF Project Costs

<u>Rehabilitation/Beautification Projects</u>	Project Cost
1. Update of the Downtown Redevelopment Plan	\$ 150,000
2. Landscaping, lighting and replacement and improvement of sidewalks, curbs and gutters, and right-of-way, as needed	7,199,613
3. Gateway/Entranceway development and improvement	2,000,000
4. Organizational and Professional Service Costs including planning, architectural, and environmental studies necessary to implement the plan.	4,350,000
5. Public Art Projects.	500,000
6. Development of green space such as parks, plazas, markets, and special event facilities.	2,000,000
7. Development of public parking facilities.	3,000,000
8. Infrastructure and utilities in connection with new construction and renovation projects. (Public/Private partnerships)	20,082,389
9. Administrative Costs	<u>800,000</u>
TIF Project Cost	40,082,002
Debt Service Interest Expense	<u>5,431,487</u>
Total TIF Project Cost	<u>45,513,489</u>
Less Interest Earned (offsetting debt service)	<u>(4,476,558)</u>
Total TIF Cost (less interest earnings)	<u>\$ 41,036,931</u>

PROJECT PLAN

(Fourth Amended)

**Central Business District
Tax Increment Financing Reinvestment Zone**

LUBBOCK, TEXAS

Prepared for

City of Lubbock

August 2009

PROJECT PLAN

The City of Lubbock Central Business District (CBD) is predominately made up of office, retail and governmental agency uses. Like many cities, retail has moved to shopping areas and other areas outside the CBD, and office development has stagnated. In December 1986, in an effort to reverse that trend and to stimulate further development downtown, the City established a Tax Increment Financing (TIF) District within the Neighborhood Development Program Area under Texas Urban Renewal Law. This TIF District included a large portion of the CBD and the North and South Overton neighborhoods. Unfortunately, the real estate market downturn in the late 1980's and the conversion of space from private to public use caused the tax values to fall below the 1986 base value. Due to the reduced values, the TIF District was terminated.

In 2001, values in the CBD had stabilized and had begun to increase. To provide additional stimulus to development and redevelopment in the CBD, the City established a new CBD TIF Reinvestment Zone (Zone) with a different Boundary than the original TIF District. In 2009, the City of Lubbock extended the life of the zone by 20 years. The estimated revenues in the Zone of \$45.5 million are anticipated to be spent on public infrastructure improvements to further development and redevelopment in the Zone. The current financial model for the Zone estimates that taxable value will increase approximately \$170.3 million over the Zone's 40-year life.

As set forth in Section 311.011 of the Tax Increment Financing Act of the Tax Code, the Project Plan for the Central Business District Tax Increment Financing Reinvestment Zone, Lubbock, Texas must include the following elements:

- 1. A map showing existing uses and conditions of real property in the Zone and a map showing proposed improvements to and proposed uses of the property.**
Attached as Exhibit A is a map showing existing and proposed uses of real property in the Central Business District Tax Increment Financing Reinvestment Zone
- 2. Proposed changes of zoning ordinances, the master plan of the municipality, building codes, and other municipal ordinances.**
No changes of zoning ordinances, building codes, or other municipal ordinances are anticipated at this time. An update of the Downtown Redevelopment Plan has been completed.
- 3. A list of estimated non-project costs.**
Non-project costs within the Zone area are those development costs not paid for by the Zone. These costs will include, but are not limited to, \$115.3 million of new development. The detailed list of estimated non-project costs from 2004 through 2015 are included as Exhibit B.
- 4. A statement of a method of relocating persons to be displaced as a result of implementing the plan.**

In the process of developing and redeveloping the Zone, it is not contemplated there will be any involuntary relocations. However, it may be necessary to relocate individuals and businesses through voluntary buyout. In the event that this is required, the City or private developer will follow the procedures that would be used in the development or construction of other public or private improvements outside the Zone.

**Cost of Infrastructure Improvements Planned
CBD TIF Reinvestment Zone**

CBD TIF Project Costs

<u>Rehabilitation/Beautification Projects</u>	Project Cost
1. Update of the Downtown Redevelopment Plan	\$ 150,000
2. Landscaping, lighting and replacement and improvement of sidewalks, curbs and gutters, and right-of-way, as needed	7,199,613
3. Gateway/Entranceway development and improvement	2,000,000
4. Organizational and Professional Service Costs including planning, architectural, and environmental studies necessary to implement the plan.	4,350,000
5. Public Art Projects.	500,000
6. Development of green space such as parks, plazas, markets, and special event facilities.	2,000,000
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Less Interest Earned (offsetting debt service)	<u>(4,476,558)</u>
Total TIF Cost (less interest earnings)	<u>\$ 41,036,931</u>

Exhibit A

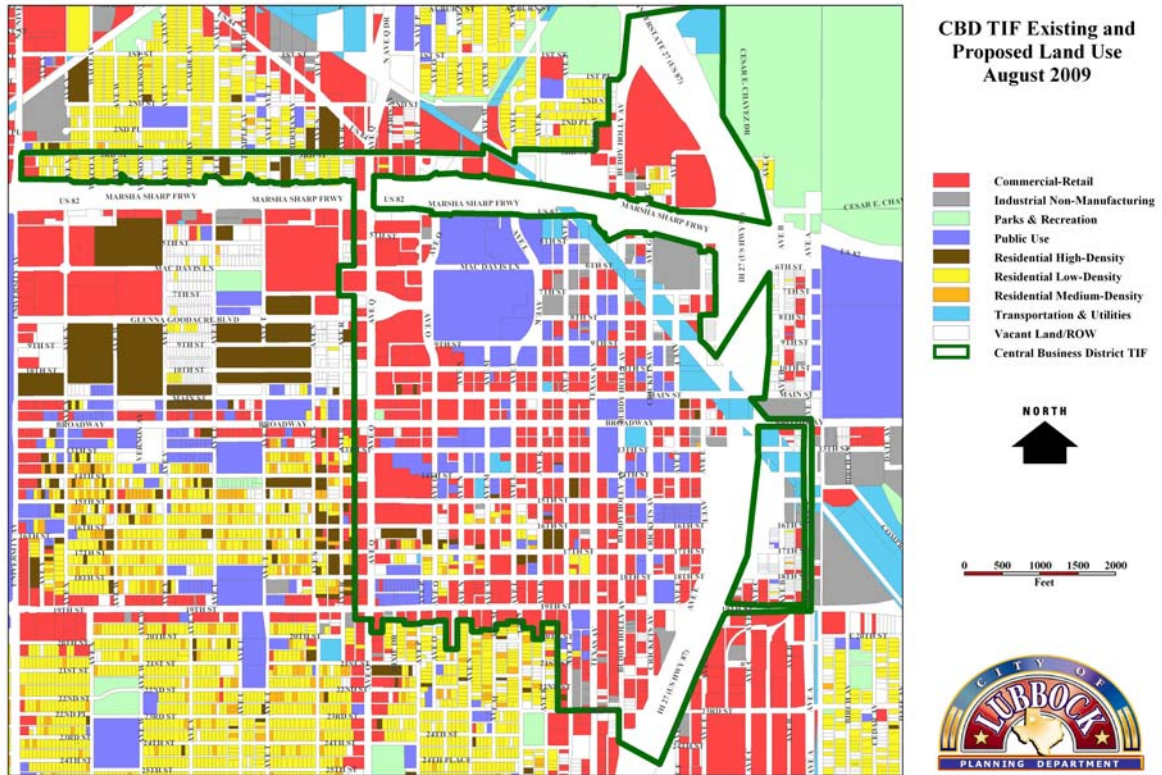
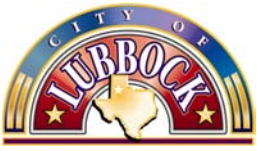


Exhibit "B"
List of Estimated Non-Project Costs

Note: Calendar Year on tax roll.

	CY 2004	CY 2005	CY 2006	CY 2007	CY 2008	CY 2009	CY 2010	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015
New Construction												
601 Main Street	\$	167,661	-	-	-	-	-	-	-	-	-	-
Lubbock Studios	-	1,128,197	-	-	-	-	-	-	-	-	-	-
River Smith	-	433,873	-	-	-	-	-	-	-	-	-	-
First National Bank	-	175,257	-	-	-	-	-	-	-	-	-	-
402 Avenue Q	-	-	400,748	-	-	-	-	-	-	-	-	-
505 Avenue Q	-	-	1,048,963	-	-	-	-	-	-	-	-	-
Westin Hotel	-	-	4,555,650	-	-	-	-	-	-	-	-	-
NTS	-	-	-	1,368,947	-	-	-	-	-	-	-	-
Flying J Travel Plaza	-	-	2,441,803	409,963	-	-	-	-	-	-	-	-
1212 13th Street	-	-	-	621,299	-	-	-	-	-	-	-	-
1702 Texas Avenue	-	-	-	877,056	-	-	-	-	-	-	-	-
American State Bank	-	3,148,015	-	1,950,149	300,000	-	-	-	-	-	-	-
Alderson	-	-	-	246,773	896,192	437,622	-	-	-	-	-	-
1401 9th Street	-	-	-	525,150	-	-	-	-	-	-	-	-
1211 19th Street	-	-	-	362,718	-	-	-	-	-	-	-	-
1615 5th Street	-	732,316	-	722,425	-	-	-	-	-	-	-	-
Traders Depot	-	-	-	358,294	-	-	-	-	-	-	-	-
Sysco West Texas	5,357,610	1,729,575	-	748,047	-	-	-	-	-	-	-	-
1611 Texas Avenue - Winery	-	-	-	-	269,629	197,091	-	-	-	-	-	-
Pioneer Hotel 1204 Broadway	-	-	-	447,196	-	-	-	-	-	-	-	-
R107792	-	-	-	-	984,862	-	-	9,500,000	-	-	-	-
1208 14th Street	-	-	-	-	506,788	241,195	-	-	-	-	-	-
Walgreens	-	-	-	-	902,908	-	-	-	-	-	-	-
905 Avenue K	-	-	-	-	-	353,833	-	-	-	-	-	-
1002 Avenue Q	-	-	-	-	-	333,868	-	-	-	-	-	-
1420 Main Street	-	-	-	-	-	313,477	-	-	-	-	-	-
601 Avenue Q	-	-	-	-	-	1,279,790	-	-	-	-	-	-
CVS Pharmacy	-	-	-	-	-	-	-	-	2,200,000	-	-	-
Mixed Use Development	-	-	-	-	-	-	-	-	22,800,000	-	-	-
Chic-Fit-A	-	-	-	-	-	-	-	-	1,000,000	-	-	-
Misc. Projects in NE corner	-	-	-	-	-	-	-	-	-	20,000,000	-	-
Mixed Use Development	-	-	-	-	-	-	-	-	-	-	-	22,800,000
Total New Construction	\$ 5,357,610	7,514,894	8,447,164	8,638,017	3,860,379	3,156,876	36,974,940	9,500,000	26,000,000	20,000,000	92,474,940	22,800,000
Cumulative Construction Value	5,357,610	12,872,504	21,319,668	29,957,685	33,818,064	36,974,940	36,974,940	46,474,940	72,474,940	92,474,940	92,474,940	115,274,940

Projects	3rd Amended	4th Amended	Difference
Update of the Downtown Redevelopment Plan	\$ 150,000	150,000	-
Landscaping, lighting and replacement and improvement of sidewalks, curbs and gutters, and right-of-way, as needed	670,000	7,199,613	6,529,613
Gateway/Entranceway development and improvement	1,000,000	2,000,000	1,000,000
Organizational and Professional Service Costs including planning, architectural, and environmental studies necessary to implement the plan.	2,270,000	4,350,000	2,080,000
Public Art Projects.	187,000	500,000	313,000
Participation in landscaping of freeways and interchanges. (Included in Landscaping category)	300,000	-	(300,000)
Development of a farmers market (Included in development of green space category)	300,000	-	(300,000)
Development of green space such as parks, plazas, markets, and special event facilities.	-	2,000,000	2,000,000
Outdoor stage in Depot District (Included in development of green space category)	150,000	-	(150,000)
Public expenses related to development of major convention-type hotel (Included in landscaping and development of green space categories)	2,000,000	-	(2,000,000)
Development of public parking facilities.	1,500,000	3,000,000	1,500,000
Infrastructure and utilities in connection with new construction and renovation projects. (Public/Private partnerships)	1,578,100	20,082,389	18,504,289
Administrative Costs	300,000	800,000	-
Total Projects	\$ 10,405,100	40,082,002	29,176,902



Agenda Item 5.13

Contract Amendment Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 8830 a Community Development Funding Contract with Catholic Family Services to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program.

Item Summary

In August, the Texas Department of Housing and Community Affairs allocated additional funds from the Community Services Block Grant (CSBG) to the City to cover administrative costs related with the Comprehensive Energy Assistance Program (CEAP). On September 9, 2009, the Community Development Services Board voted to recommend an additional \$6,112 from the CSBG funds to Catholic Family Services for the operations of the CEAP.

The period of performance is through December 31, 2009.

Fiscal Impact

Funding totaling \$6,112 from the CSBG is on this agenda for acceptance and appropriation by the City Council.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to a Community Development Funding Contract, by and between the City of Lubbock and Catholic Family Services for the Comprehensive Energy Assistance Program Co-Pay, and all related documents. Said amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

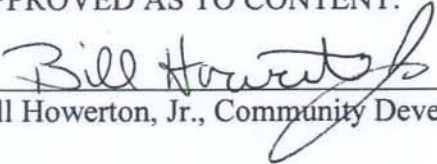
Passed by the City Council this ____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs/CEAP-Catholic Family Services-amend.res09
9.8.09

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE CITY OF LUBBOCK AND
CATHOLIC FAMILY SERVICES

This amendment to Agreement is entered into this ____ day of _____, 2009 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Catholic Family Services, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated January 22nd, 2009, (hereinafter called "the Agreement");

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

- 1) Paragraph II. A. 1 of the Agreement as follows:

Contractor will use the CEAP funds awarded to administer the Co-Pay/Case Management Component in the following manner:

CEAP Co-Pay Utility Assistance	\$40,000
CEAP Case Management	24,000
CEAP Admin	2,000
CEAP Direct Services Support	2,000

CSBG funds for Admin and Operations of CEAP 6112.07

- 2) Paragraph II. B. 1 of the Agreement as follows:

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program in an amount not to exceed \$68,000 and \$6,112.07 from the Community Services Block Grant in return for Contractor performing the activities set forth in this contract as consideration for said funds.

- 3) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the ____ of _____, 2009 as first written as affected as provided herein.

CITY OF LUBBOCK:

CATHOLIC FAMILY SERVICES

TOM MARTIN, MAYOR



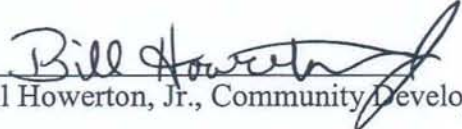
Jeff Malpiede

ATTEST:

FED.I.D# 75-1966688

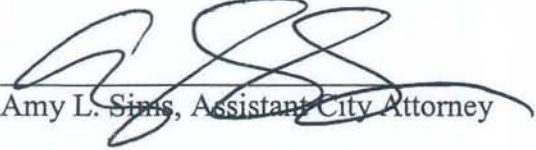
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

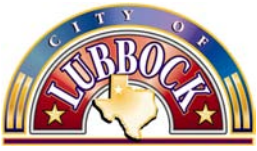


Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney



Agenda Item 5.14

Contract Amendment Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 8832 a Community Development Funding Contract with Lutheran Social Services of the South to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program.

Item Summary

In August, the Texas Department of Housing and Community Affairs allocated additional funds from the Community Services Block Grant (CSBG) to the City to cover administrative costs related with the Comprehensive Energy Assistance Program (CEAP). On September 9, 2009, the Community Development and Services Board voted to recommend an additional \$6,112 from the CSBG funds to Lutheran Social Services for the operations of the CEAP.

The period of performance is through December 31, 2009.

Fiscal Impact

Funding totaling \$6,112 from the CSBG is on the agenda for acceptance and appropriation by the City Council.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an amendment to a Community Development Funding Contract, by and between the City of Lubbock and Lutheran Social Services of the South from the Comprehensive Energy Assistance Program (CEAP) for the Elderly/Disabled and Energy Crisis Utility Assistance Components, and all related documents. Said amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

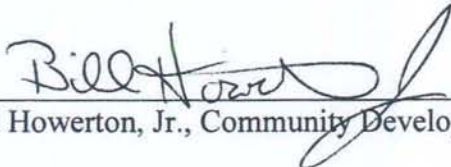
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs-CEAP res-amend-Lutheran Social Srvs of the South.09
9/8/09

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE CITY OF LUBBOCK AND
LUTHERAN SOCIAL SERVICES OF THE SOUTH

This amendment to Agreement is entered into this ____ day of _____, 2009 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated January 22nd, 2009, (hereinafter called "the Agreement");

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

- 1) Paragraph II. A. 1 of the Agreement as follows:

Contractor will use the CEAP funds awarded to administer the Elderly/Disabled and Energy Crisis Components in the following manner:

CEAP Elderly/Disabled Utility Assistance	\$360,000
CEAP Energy Crisis Utility Assistance	155,000
CEAP Direct Services Support	36,000
CEAP Program Operations	14,000

CSBG funds for Admin and Operations of CEAP	6112.07
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- 2) Paragraph II. B. 1 of the Agreement as follows:

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program in an amount not to exceed \$565,000 and \$6,112.07 from the Community Services Block Grant in return for Contractor performing the activities set forth in this contract as consideration for said funds.

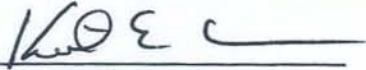
- 3) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the ____ of _____, 2009 as first written as affected as provided herein.

CITY OF LUBBOCK:

LUTHERAN SOCIAL SERVICES OF THE SOUTH

TOM MARTIN, MAYOR



Kurt Senske
AUTHORIZED REPRESENTATIVE

ATTEST:

FED.I.D# _____

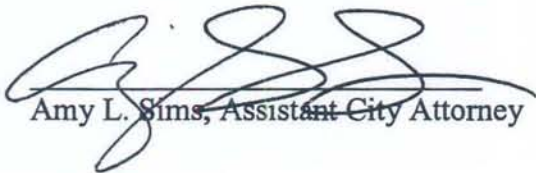
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

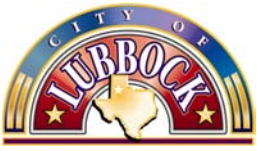


Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney



Agenda Item 5.15

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 9197 a Community Development Funding Contract with Guadalupe Economic Services Corporation to provide assistance to individuals and families with rent, utilities, and case management services through the Homeless Prevention and Rapid Re-housing Program under Title XII of the American Recovery and Reinvestment Act of 2009.

Item Summary

Guadalupe Economic Services Corporation is receiving funding to operate the Rapid Re-Housing component of the Homeless Prevention and Rapid Re-Housing Program (HPRP). Funds from the HPRP American Recovery and Reinvestment Act (ARRA) are administered by the United States Department of Housing and Urban Development. The City Council accepted and appropriated these funds on August 27, 2009. The Community Development and Services Board approved the subcommittee recommendations on September 9, 2009. Funds are to be used to provide direct assistance to individuals and families who are at risk of becoming homeless, or who are already homeless due to economic situations.

Total allocation for this program is \$100,000. The period of performance is through July 12, 2012.

Fiscal Impact

Maximum amount allocated from the HPRP ARRA of 2009 is \$100,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement, by and between the City of Lubbock and Guadalupe Economic Services Corporation for the Homeless Prevention and Rapid Re-Housing Program (HPRP), from the American Recovery and Reinvestment Act of 2009 (ARRA), and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs/HPRP Program-Guadalupe Economic Srvs Corp.res.09
9.8.09

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND
GUADALUPE ECONOMIC SERVICES CORPORATION**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of September 2009, by and between the CITY OF LUBBOCK (herein called "City") and Guadalupe Economic Services Corporation, a non-profit center (herein called "Grantee").

WHEREAS, the City has applied for and received funds from the U. S. Department of Housing and Urban Development and is obligated to do and perform certain services in its undertaking of the Homeless Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment and Act (ARRA) of 2009; and

WHEREAS, the Grantee operates a non-profit center offering services to low-income and the homeless; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Homeless Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the homeless prevention and the rapid re-housing for the homeless are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Homeless Prevention and Rapid Re-Housing Program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the Guadalupe Economic Services Corporation for the Homeless Prevention and Rapid Re-Housing Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **SCOPE OF SERVICE**

A. Activities

The Grantee will be responsible for administering the HPRP Year 2009-2012 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the HPRP and the requirements set forth in the "Notice". Notice meaning Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.

HPRP funds will be used in the manner described below:

Rapid Re-Housing

Financial Assistance \$75,280

Relocation and Stabilization \$24,720

B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the HPRP.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed \$100,000 in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in the Notice.
5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.
8. City shall review all work specifications prior to the beginning of the procurement process.
9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, and perform all activities in accordance to U. S. Department Housing and Urban Development Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.
2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
4. Grantee shall submit to city such reports o the operation and performance of this agreement during their program activity timeframe, as required by the City.
5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.
6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.
8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

Not required

F. Levels of Accomplishment/Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Timeline</u>	<u>Expenditure Rate</u>
Homeless Prevention	September 2009-July 2011	*60%
	July 2011 - July 2012	Remaining funds
Rapid Re-Housing	September 2009-July 2011	*60%
	July 2011- July 2012	Remaining funds

* Includes overall grant amount allocated to the city not just the portion allocated to each grantee.

G. Staffing

Executive Director

Case Managers

Housing Counselors

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be on an on-going basis from the start of the program until all funds are expended and accounted for. Desk monitoring will take place on a weekly and monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable

period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

This Agreement shall commence September 24, 2009, and shall terminate July 21, 2012 with the requirement that at least sixty percent (60%) of funds are expended by July 2011.

The 60% applies to the overall grant the city received not just the portion allocated to the grantee. If a grantee does not expend funds in a manner satisfactory to the City, the City may de-obligate funds and terminate the contract. De-obligated funds will be re-allocated to grantees expending funds satisfactorily.

III. BUDGET

Line Item:	\$ Amount:
Rapid Re-Housing	
Financial Assistance	\$75,280
Relocation and Stabilization	24,270
	Total \$100,000

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a weekly, biweekly or monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. **NOTICES**

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City
Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Diana Lopez
GESG
1502 Erskine Ave
Lubbock, TX 79403

VI. **SPECIAL CONDITIONS**

NONE

VII. **GENERAL CONDITIONS**

A. **General Compliance**

Grantee agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement which were made available under Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the American Recovery and Reinvestment Act of 2009. Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. **Indemnity and Release**

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees,

elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City.

Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Grantee shall insure recognition of the role of City's HPRP in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A" above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished

documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for grants and cooperative agreements to state and local governments", and OMB Circular A-87.

B. Documentation and Record-Keeping

1. Records to be Maintained and Reporting Requirements

The Recovery Act requires HPRP grantees to report client-level data such as the number of persons served, demographic information and any other information required in the "Notice", in a Homeless Management Information System (HMIS).

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the eligible activities of the HPRP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HPRP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HPRP;
- f. Financial records as required by 24 CFR Part 576 Subpart G and OMB Circular A-110.
- g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is

obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Not applicable, program income will not be generated.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 5th of the following month after program activity starts. The first report is due October 5, 2009. Grantee shall continue to submit the reports monthly no later than the 5th of each month. Reporting will continue from the start of program activity till termination of the contract.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. OMB Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow the Property Management Standards, covering utilization and disposal or property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.

3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by

reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

C. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

GUADALUPE ECONOMIC SERVICES CORPORATION

TOM MARTIN
Mayor



Diana Lopez
Executive Director

FED. I.D.# _____

ATTEST:

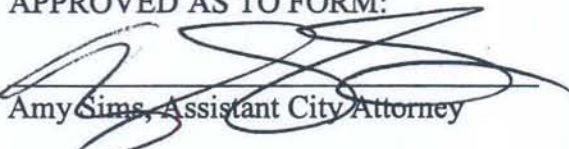
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

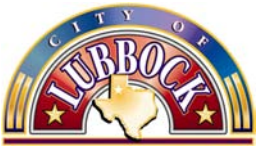


Bill Howerton Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Agenda Item 5.16

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 9200 a Community Development Funding Contract with Vandelia Church of Christ to provide assistance to individuals and families with rent, utilities, and case management services through the Homeless Prevention and Rapid Re-housing Program under Title XII of the American Recovery and Reinvestment Act of 2009.

Item Summary

Vandelia Church of Christ is receiving funding to operate the Homeless Prevention and the Rapid Re-Housing components of the Homeless Prevention and Rapid Re-Housing Program (HPRP). Funds from the HPRP American Recovery and Reinvestment Act (ARRA) are administered by the United States Department of Housing and Urban Development. The City Council accepted and appropriated these funds on August 27, 2009. The Community Development and Services Board approved the subcommittee recommendations on September 9, 2009. Funds are to be used to provide direct assistance to individuals and families who are at risk of becoming homeless, or who are already homeless due to economic situations.

Total allocation for this program is \$200,000. The period of performance is through July 12, 2012.

Fiscal Impact

Maximum amount allocated from the HPRP ARRA of 2009 is \$200,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement, by and between the City of Lubbock and Vandelia Church of Christ for the Homeless Prevention and Rapid Re-Housing Program (HPRP), from the American Recovery and Reinvestment Act of 2009 (ARRA), and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

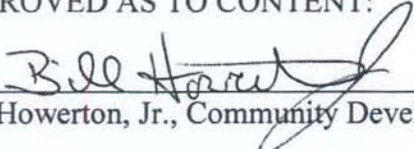
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND
VANDELIA CHURCH OF CHRIST**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of September 2009, by and between the CITY OF LUBBOCK (herein called "City") and Vandelia Church of Christ, a non-profit center (herein called "Grantee").

WHEREAS, the City has applied for and received funds from the U. S. Department of Housing and Urban Development and is obligated to do and perform certain services in its undertaking of the Homeless Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment and Act (ARRA) of 2009; and

WHEREAS, the Grantee operates a non-profit center offering services to low-income and the homeless; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Homeless Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the homeless prevention and the rapid re-housing for the homeless are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Homeless Prevention and Rapid Re-Housing Program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the Vandelia Church of Christ for the Homeless Prevention and Rapid Re-Housing Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering the HPRP Year 2009-2012 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the HPRP and the requirements set forth in the "Notice". Notice meaning Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.

HPRP funds will be used in the manner described below:

Homeless Prevention:

Financial Assistance	\$70,000
Relocation and Stabilization	\$24,000

Rapid Re-Housing

Financial Assistance	\$80,500
Relocation and Stabilization	\$25,500

B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the HPRP.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed \$200,000 in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in the Notice.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.
6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.
8. City shall review all work specifications prior to the beginning of the procurement process.
9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, and perform all activities in accordance to U. S. Department Housing and Urban Development Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.
2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
4. Grantee shall submit to city such reports o the operation and performance of this agreement during their program activity timeframe, as required by the City.
5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.
7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.
8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

Not required

F. Levels of Accomplishment/Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Timeline</u>	<u>Expenditure Rate</u>
Homeless Prevention	September 2009-July 2011	*60%
	July 2011 - July 2012	Remaining funds
Rapid Re-Housing	September 2009-July 2011	*60%
	July 2011- July 2012	Remaining funds

* Includes overall grant amount allocated to the city not just the portion allocated to each grantee.

G. Staffing

Outreach Director

Bookkeeper

Case Managers

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations.

Monitoring will be on an on-going basis from the start of the program until all funds are expended and accounted for. Desk monitoring will take place on a weekly and monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

II. **TIME OF PERFORMANCE**

This Agreement shall commence September 24, 2009, and shall terminate July 21, 2012 with the requirement that at least sixty percent (60%) of funds are expended by July 2011.

The 60% applies to the overall grant the city received not just the portion allocated to the grantee. If a grantee does not expend funds in a manner satisfactorily to the City, the City may de-obligate funds and terminate the contract. De-obligated funds will be re-allocated to grantees expending funds satisfactorily.

III. **BUDGET**

Line Item:	\$ Amount:
Homeless Prevention	
Financial Assistance	\$70,000
Relocation and Stabilization	24,000
Rapid Re-Housing	
Financial Assistance	80,500
Relocation and Stabilization	25,500
	Total \$200,000

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. **PAYMENT**

All payments to grantees are on a weekly, biweekly or monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$200,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payment request must be submitted with back-up

documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. **NOTICES**

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City
Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Gloria Quinton
Vandelia Church of Christ
2002 60th Atreet
Lubbock, TX 79412

VI. **SPECIAL CONDITIONS**

NONE

VII. **GENERAL CONDITIONS**

A. **General Compliance**

Grantee agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement which were made available under Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the American Recovery and Reinvestment Act of 2009. Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. **Indemnity and Release**

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City.

Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Grantee shall insure recognition of the role of City's HPRP in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least **thirty (30) days** before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A" above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for

grants and cooperative agreements to state and local governments”, and OMB Circular A-87.

B. Documentation and Record-Keeping

1. Records to be Maintained and Reporting Requirements

The Recovery Act requires HPRP grantees to report client-level data such as the number of persons served, demographic information and any other information required in the “Notice”, in a Homeless Management Information System (HMIS).

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the eligible activities of the HPRP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HPRP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HPRP;
- f. Financial records as required by 24 CFR Part 576 Subpart G and OMB Circular A-110.
- g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Not applicable, program income will not be generated.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 5th of the following month after program activity starts. The first report is due October 5, 2009. Grantee shall continue to submit the reports monthly no later than the 5th of each month. Reporting will continue from the start of program activity till termination of the contract.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. OMB Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow the Property Management Standards, covering utilization and disposal of property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.

3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any

guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very

low-income persons residing in the metropolitan area in which the project is located.

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

C. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

VANDELIA CHURCH OF CHRIST

TOM MARTIN
Mayor



Garrett Nelson
Board of Directors

FED. I.D.# _____

ATTEST:

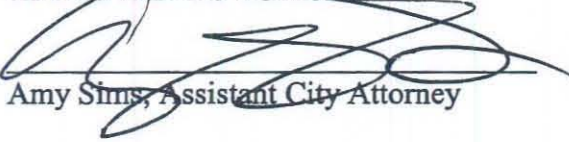
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

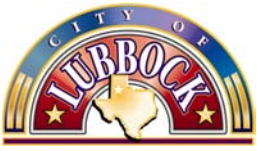


Bill Howerton Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Agenda Item 5.17

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 9202 a Community Development Funding Contract with Family Promise of Lubbock to provide assistance to individuals and families with rent, utilities, and case management services through the Homeless Prevention and Rapid Re-housing Program under Title XII of the American Recovery and Reinvestment Act of 2009.

Item Summary

Family Promise of Lubbock is receiving funding to operate the Rapid Re-Housing component of the Homeless Prevention and Rapid Re-Housing Program (HPRP). Funds from the HPRP American Recovery and Reinvestment Act (ARRA) are administered by the United States Department of Housing and Urban Development. The City Council accepted and appropriated these funds on August 27, 2009. The Community Development and Services Board approved the subcommittee recommendations on September 9, 2009. Funds are to be used to provide direct assistance to individuals and families who are at risk of becoming homeless, or who are already homeless due to economic situations.

Total allocation for this program is \$52,709. The period of performance is through July 12, 2012.

Fiscal Impact

Maximum amount allocated from the HPRP ARRA of 2009 is \$52,709.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement, by and between the City of Lubbock and Family Promise of Lubbock for the Homeless Prevention and Rapid Re-Housing Program (HPRP), from the American Recovery and Reinvestment Act of 2009 (ARRA), and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

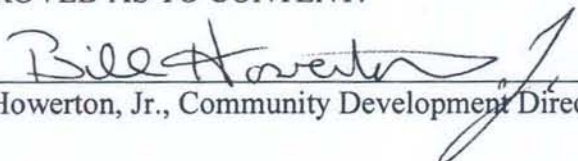
Passed by the City Council this ____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs/HPRP Program-Family Promise of Lubb.res.09
9.8.09

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND
FAMILY PROMISE OF LUBBOCK**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of September 2009, by and between the CITY OF LUBBOCK (herein called "City") and Family Promise of Lubbock, a non-profit center (herein called "Grantee").

WHEREAS, the City has applied for and received funds from the U. S. Department of Housing and Urban Development and is obligated to do and perform certain services in its undertaking of the Homeless Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment and Act (ARRA) of 2009; and

WHEREAS, the Grantee operates a non-profit center offering services to low-income and the homeless; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Homeless Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the homeless prevention and the rapid re-housing for the homeless are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Homeless Prevention and Rapid Re-Housing Program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the Family Promise of Lubbock for the Homeless Prevention and Rapid Re-Housing Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering the HPRP Year 2009-2012 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the HPRP and the requirements set forth in the "Notice". Notice meaning Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.

HPRP funds will be used in the manner described below:

Rapid Re-Housing

Financial Assistance	\$40,000
Relocation and Stabilization	\$12,709

B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the HPRP.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed \$52,709 in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in the Notice.
5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.
8. City shall review all work specifications prior to the beginning of the procurement process.
9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, and perform all activities in accordance to U. S. Department Housing and Urban Development Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.
2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
4. Grantee shall submit to city such reports o the operation and performance of this agreement during their program activity timeframe, as required by the City.
5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.
6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.
8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

Not required

F. Levels of Accomplishment/Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Timeline</u>	<u>Expenditure Rate</u>
Homeless Prevention	September 2009-July 2011	*60%
	July 2011 - July 2012	Remaining funds
Rapid Re-Housing	September 2009-July 2011	*60%
	July 2011- July 2012	Remaining funds

* Includes overall grant amount allocated to the city not just the portion allocated to each grantee.

G. Staffing

Executive Director

Case Managers

Administrative Assistant

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be on an on-going basis from the start of the program until all funds are expended and accounted for. Desk monitoring will take place on a weekly and monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable

period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

This Agreement shall commence September 24, 2009, and shall terminate July 21, 2012 with the requirement that at least sixty percent (60%) of funds are expended by July 2011.

The 60% applies to the overall grant the city received not just the portion allocated to the grantee. If a grantee does not expend funds in a manner satisfactory to the City, the City may de-obligate funds and terminate the contract. De-obligated funds will be re-allocated to grantees expending funds satisfactorily.

III. BUDGET

Line Item:	\$ Amount:
Rapid Re-Housing	
Financial Assistance	\$40,000
Relocation and Stabilization	12,709
	Total \$52,709

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a weekly, biweekly or monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$52,709. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. **NOTICES**

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City
Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Lisa Karnes
Family Promise of Lubbock
1319 15th Street
Lubbock, TX 79401

VI. **SPECIAL CONDITIONS**

NONE

VII. **GENERAL CONDITIONS**

A. **General Compliance**

Grantee agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement which were made available under Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the American Recovery and Reinvestment Act of 2009. Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. **Indemnity and Release**

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees,

elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City.

Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Grantee shall insure recognition of the role of City's HPRP in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A" above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished

documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for grants and cooperative agreements to state and local governments", and OMB Circular A-87.

B. Documentation and Record-Keeping

1. Records to be Maintained and Reporting Requirements

The Recovery Act requires HPRP grantees to report client-level data such as the number of persons served, demographic information and any other information required in the "Notice", in a Homeless Management Information System (HMIS).

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the eligible activities of the HPRP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HPRP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HPRP;
- f. Financial records as required by 24 CFR Part 576 Subpart G and OMB Circular A-110.
- g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is

obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Not applicable, program income will not be generated.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 5th of the following month after program activity starts. The first report is due October 5, 2009. Grantee shall continue to submit the reports monthly no later than the 5th of each month. Reporting will continue from the start of program activity till termination of the contract.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. OMB Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow the Property Management Standards, covering utilization and disposal of property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.

3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by

reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

C. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

FAMILY PROMISE OF LUBBOCK

TOM MARTIN
Mayor



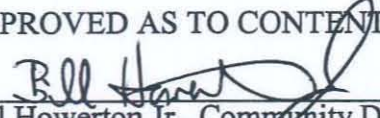
Lisa Karnes
Executive Director

FED. I.D.# _____

ATTEST:

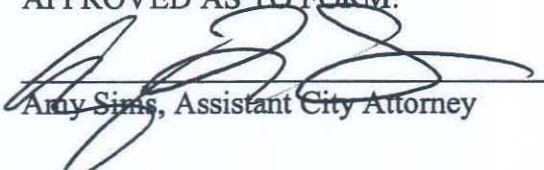
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

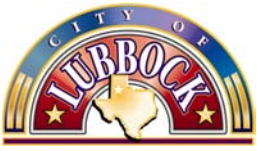


Bill Howerton Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Agenda Item 5.18

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 9201 a Community Development Funding Contract with Women's Protective Services to provide assistance to individuals and families with rent, utilities, and case management services through the Homeless Prevention and Rapid Re-housing Program under Title XII of the American Recovery and Reinvestment Act of 2009.

Item Summary

Women's Protective Services is receiving funding to operate the Rapid Re-Housing component of the Homeless Prevention and Rapid Re-Housing Program (HPRP). Funds from the HPRP American Recovery and Reinvestment Act (ARRA) are administered by the United States Department of Housing and Urban Development. The City Council accepted and appropriated these funds on August 27, 2009. The Community Development and Services Board approved the subcommittee recommendations on September 9, 2009. Funds are to be used to provide direct assistance to individuals and families who are at risk of becoming homeless, or who are already homeless due to economic situations.

Total allocation for this program is \$100,000. The period of performance is through July 12, 2012.

Fiscal Impact

Maximum amount allocated from the HPRP ARRA of 2009 is \$100,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement, by and between the City of Lubbock and Women's Protective Services for the Homeless Prevention and Rapid Re-Housing Program (HPRP), from the American Recovery and Reinvestment Act of 2009 (ARRA), and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

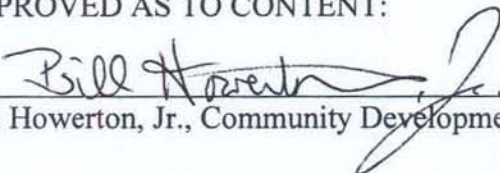
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM.



Amy Sims, Assistant City Attorney

gs/ccdocs/HPRP Program-Women's Protective Svcs.res.09
9.8.09

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND
WOMENS PROTECTIVE SERVICES**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of September 2009, by and between the CITY OF LUBBOCK (herein called "City") and Women's Protective Services, a non-profit center (herein called "Grantee").

WHEREAS, the City has applied for and received funds from the U. S. Department of Housing and Urban Development and is obligated to do and perform certain services in its undertaking of the Homeless Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment and Act (ARRA) of 2009; and

WHEREAS, the Grantee operates a non-profit center offering services to low-income and the homeless; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Homeless Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the homeless prevention and the rapid re-housing for the homeless are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Homeless Prevention and Rapid Re-Housing Program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the Women's Protective Services for the Homeless Prevention and Rapid Re-Housing Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering the HPRP Year 2009-2012 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the HPRP and the requirements set forth in the "Notice". Notice meaning Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.

HPRP funds will be used in the manner described below:

Rapid Re-Housing

Financial Assistance	\$75,000
Relocation and Stabilization	\$25,000

B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the HPRP.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed \$100,000 in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in the Notice.
5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.
8. City shall review all work specifications prior to the beginning of the procurement process.
9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, and perform all activities in accordance to U. S. Department Housing and Urban Development Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.
2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
4. Grantee shall submit to city such reports o the operation and performance of this agreement during their program activity timeframe, as required by the City.
5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.
6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.
8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

Not required

F. Levels of Accomplishment/Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Timeline</u>	<u>Expenditure Rate</u>
Homeless Prevention	September 2009-July 2011	*60%
	July 2011 - July 2012	Remaining funds
Rapid Re-Housing	September 2009-July 2011	*60%
	July 2011- July 2012	Remaining funds

* Includes overall grant amount allocated to the city not just the portion allocated to each grantee.

G. Staffing

Executive Director

Coordinator of Social Referral Services

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be on an on-going basis from the start of the program until all funds are expended and accounted for. Desk monitoring will take place on a weekly and monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable

period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

This Agreement shall commence September 24, 2009, and shall terminate July 21, 2012 with the requirement that at least sixty percent (60%) of funds are expended by July 2011.

The 60% applies to the overall grant the city received not just the portion allocated to the grantee. If a grantee does not expend funds in a manner satisfactory to the City, the City may de-obligate funds and terminate the contract. De-obligated funds will be re-allocated to grantees expending funds satisfactorily.

III. BUDGET

Line Item:	\$ Amount:
Rapid Re-Housing	
Financial Assistance	\$75,000
Relocation and Stabilization	25,000
	Total \$100,000

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a weekly, biweekly or monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. **NOTICES**

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee

Fritzi Cates
Women's Protective Services
P. O. Box 54089
Lubbock, TX 79453

VI. **SPECIAL CONDITIONS**

NONE

VII. **GENERAL CONDITIONS**

A. General Compliance

Grantee agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement which were made available under Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the American Recovery and Reinvestment Act of 2009. Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees,

elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City.

Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Grantee shall insure recognition of the role of City's HPRP in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A" above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished

documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for grants and cooperative agreements to state and local governments", and OMB Circular A-87.

B. Documentation and Record-Keeping

1. Records to be Maintained and Reporting Requirements

The Recovery Act requires HPRP grantees to report client-level data such as the number of persons served, demographic information and any other information required in the "Notice", in a Homeless Management Information System (HMIS).

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the eligible activities of the HPRP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HPRP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HPRP;
- f. Financial records as required by 24 CFR Part 576 Subpart G and OMB Circular A-110.
- g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is

obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Not applicable, program income will not be generated.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 5th of the following month after program activity starts. The first report is due October 5, 2009. Grantee shall continue to submit the reports monthly no later than the 5th of each month. Reporting will continue from the start of program activity till termination of the contract.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. OMB Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow the Property Management Standards, covering utilization and disposal or property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.

3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by

reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

C. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

WOMENS PROTECTIVE SERVICES

TOM MARTIN
Mayor



Fritzi Cates
Executive Director
FED. I.D.# 75-1633066

ATTEST:

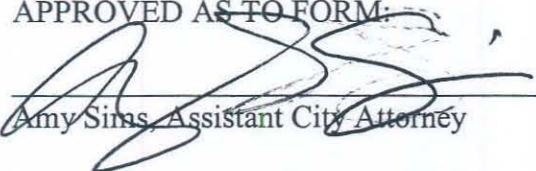
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

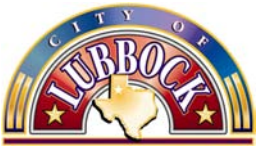


Bill Howerton Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Agenda Item 5.19

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 9198 a Community Development Funding Contract with Salvation Army to provide assistance to individuals and families with rent, utilities, and case management services through the Homeless Prevention and Rapid Re-housing Program under Title XII of the American Recovery and Reinvestment Act of 2009.

Item Summary

Salvation Army is receiving funding to operate the Homeless Prevention and the Rapid Re-Housing components of the Homeless Prevention and Rapid Re-Housing Program (HPRP). Funds from the HPRP American Recovery and Reinvestment Act (ARRA) are administered by the United States Department of Housing and Urban Development. The City Council accepted and appropriated these funds on August 27, 2009. The Community Development and Services Board approved the subcommittee recommendations on September 9, 2009. Funds are to be used to provide direct assistance to individuals and families who are at risk of becoming homeless, or who are already homeless due to economic situations. Individuals and families must have the capacity to remain in and retain their housing.

Total allocation for this program is \$400,000. The period of performance is through July 12, 2012.

Fiscal Impact

Maximum amount allocated from the HPRP ARRA of 2009 is \$400,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement, by and between the City of Lubbock and Salvation Army for the Homeless Prevention and Rapid Re-Housing Program (HPRP), from the American Recovery and Reinvestment Act of 2009 (ARRA), and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

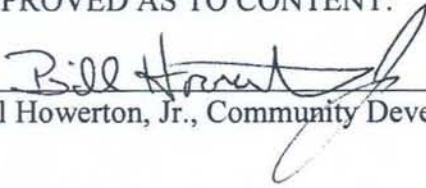
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/ccdocs/HPRP Program-Salvation Army.res.09
9.8.09

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND
SALVATION ARMY A GEORGIA CORPORATION**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of September 2009, by and between the CITY OF LUBBOCK (herein called "City") and Salvation Army a Georgia Corporation, a non-profit center (herein called "Grantee").

WHEREAS, the City has applied for and received funds from the U. S. Department of Housing and Urban Development and is obligated to do and perform certain services in its undertaking of the Homeless Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment and Act (ARRA) of 2009; and

WHEREAS, the Grantee operates a non-profit center offering services to low-income and the homeless; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Homeless Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the homeless prevention and the rapid re-housing for the homeless are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Homeless Prevention and Rapid Re-Housing Program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the Guadalupe Economic Services Corporation for the Homeless Prevention and Rapid Re-Housing Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering the HPRP Year 2009-2012 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the HPRP and the requirements set forth in the "Notice". Notice meaning Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.

HPRP funds will be used in the manner described below:

Homeless Prevention

Financial Assistance	\$155,000
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Relocation and Stabilization	\$56,000
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Rapid Re-Housing

Financial Assistance	\$130,000
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Relocation and Stabilization	\$59,000
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B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the HPRP.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed \$400,000 in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in the Notice.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.
6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.
8. City shall review all work specifications prior to the beginning of the procurement process.
9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, and perform all activities in accordance to U. S. Department Housing and Urban Development Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Guidelines under the American Recovery and Reinvestment Act of 2009.
2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
4. Grantee shall submit to city such reports on the operation and performance of this agreement during their program activity timeframe, as required by the City.
5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.
7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.
8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

Not required

F. Levels of Accomplishment/Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Timeline</u>	<u>Expenditure Rate</u>
Homeless Prevention	September 2009-July 2011	*60%
	July 2011 - July 2012	Remaining funds
Rapid Re-Housing	September 2009-July 2011	*60%
	July 2011- July 2012	Remaining funds

* Includes overall grant amount allocated to the city not just the portion allocated to each grantee.

G. Staffing

Commanding Officer

Family Services Director

Case Manger

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations.

Monitoring will be on an on-going basis from the start of the program until all funds are expended and accounted for. Desk monitoring will take place on a weekly and monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

This Agreement shall commence September 24, 2009, and shall terminate July 21, 2012 with the requirement that at least sixty percent (60%) of funds are expended by July 2011.

The 60% applies to the overall grant the city received not just the portion allocated to the grantee. If a grantee does not expend funds in a manner satisfactory to the City, the City may de-obligate funds and terminate the contract. De-obligated funds will be re-allocated to grantees expending funds satisfactorily.

III. BUDGET

Line Item:	\$ Amount:
Homeless Prevention	
Financial Assistance	\$155,000
Relocation and Stabilization	56,000
Rapid Re-housing	
Financial Assistance	130,000
Relocation and Stabilization	59,000
Total	\$400,000

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a weekly, biweekly or monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$400,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payment request must be submitted with back-up

documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City
Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Captain Michael Morton
Salvation Army
P. O. Box 2785
Lubbock, TX 79408

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement which were made available under Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the American Recovery and Reinvestment Act of 2009. Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City,

Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Grantee shall insure recognition of the role of City's HPRP in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A." above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for

grants and cooperative agreements to state and local governments”, and OMB Circular A-87;

B. Documentation and Record-Keeping

1. Records to be Maintained and Reporting Requirements

The Recovery Act requires HPRP grantees to report client-level data such as the number of persons served, demographic information and any other information required in the “Notice”, in a Homeless Management Information System (HMIS).

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the eligible activities of the HPRP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HPRP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HPRP;
- f. Financial records as required by 24 CFR Part 576 Subpart G and OMB Circular A-110.
- g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Not applicable, program income will not be generated.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 5th of the following month after program activity starts. The first report is due October 5, 2009. Grantee shall continue to submit the reports monthly no later than the 5th of each month. Reporting will continue from the start of program activity till termination of the contract.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. OMB Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow the Property Management Standards, covering utilization and disposal of property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Only in accordance with applicable federal law, Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.



3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any

guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very

low-income persons residing in the metropolitan area in which the project is located.

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

C. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).



X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

SALVATION ARMY A GEORGIA CORPORATION

TOM MARTIN
Mayor



Authorized Representative
FED. I.D.# FEI NO. 58-0660607

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

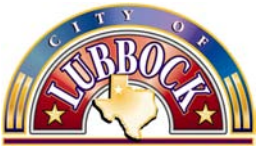


Bill Howerton Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Agenda Item 5.20

Contract Amendment Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 8159 a Community Development Funding Contract with the North & East Lubbock Community Development Corporation to extend the Down Payment Closing Cost Program.

Item Summary

The Community Development and Services Board voted to recommend funding for the Down Payment Closing Cost Program on May 9, 2007. Funding for the Community Development Funding Contract was approved by the City Council on October 25, 2007.

The North & East Lubbock Community Development Corporation is the recipient of these funds and will use the funds for the Down Payment Closing Cost Program. To qualify for assistance, the family or individual must be first time home buyers and must be low-to-moderate income.

The term of the contract is through September 30, 2009. Services of the grantee will be extended and the timeframe of the contract will be extended through September 30, 2011.

Fiscal Impact

Funds used are from the HOME Investment Partnership Program. Maximum amount allocated to this project is \$50,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Community Development and Services Board

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to a Community Development Funding Contract, by and between the City of Lubbock and the North and East Lubbock Development Corporation for the Down Payment Closing Cost Program from the Home Investment Partnerships (HOME) Program and all related documents. Said amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

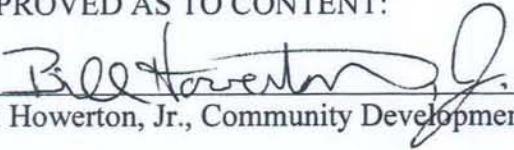
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN MAYOR

ATTEST:

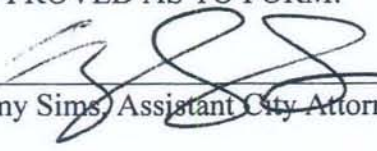
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

STATE OF TEXAS §

CONTRACTOR OF LUBBOCK §

**AMENDMENT TO COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND
NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION**

This amendment to Agreement is entered into this 24th day of September 2009 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and North & East Lubbock Community Development Corporation a non-profit corporation (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated October 25, 2007 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

- 1) Paragraph II Time of Performance of the Agreement is hereby amended as follows:

Services of the Grantee shall start on the 1st day of October 2007, and end on the 30th day of September 2011. The terms of this Amendment and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME funds or other assets, including program income.

- 2) This amendment to the Agreement shall be effective upon execution. The remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the 24th of September 2009 as first written as affected as provided herein.

CITY OF LUBBOCK

TOM MARTIN
MAYOR

**NORTH & EAST LUBBOCK COMMUNITY
DEVELOPMENT CORPORATION**



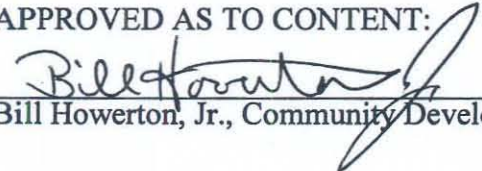
DAVID LANGSTON
BOARD CHAIRPERSON

Federal I.D.# 71-0961103

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

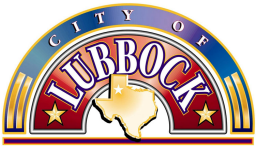


Bill Howerton, Jr., Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney



Agenda Item 5.21

Contract Resolution - Fire: Consider a resolution authorizing the Mayor to execute purchase order Contract 353448 with Nardis, Inc., for protective uniform trousers.

Item Summary

The \$55,338 contract with Nardis of San Antonio, Texas, for the purchase of 1,328 firefighter uniform trousers, in assorted sizes. This purchase will outfit all fire suppression personnel and move towards compliance with National Fire Protection Association clothing standards.

The Local Preparedness Acquisition Act, signed June 26, 2008, authorizes the Administrator of General Services to provide for the use by state and local governments of federal supply schedules of the General Services Administration.

The \$55,338 purchase is from Nardis Public Safety of San Antonio, Texas, using GSA Contract GS07F-0596T.

Fiscal Impact

\$55,338 is appropriated in the Adopted FY 2009-10 Fire Department Operating Budget.

Staff/Board Recommending

Rhea Cooper, Fire Chief

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 353448 for the purchase of Blauer trousers as per GSA Contract # GS07F-0596T, by and between the City of Lubbock and Nardis, Inc. of Kilgore, 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.

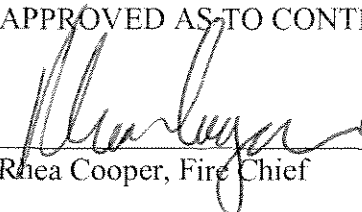
Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

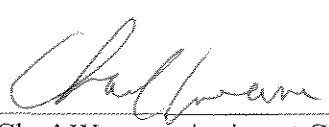
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rhea Cooper, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 9/08/09
Order No. - 353448 000 OP
Brn/Plt - 3511

TO:

NARDIS INC
500 E MAIN ST
KILGORE TX 75662

SHIP TO:

CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
LUBBOCK TX 79401

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

BY: *Victor Korman*

Ordered - 09/08/09 Freight - FOB Destination Frt Prepaid
Requested - 09/24/09 Taken By - FELIX ORTA
Delivery - PER R. SALAZAR REQ# 33382 GSA Contract# GS07F-0596T

Description / Supplier Ite	Ordered	UM	Unit Cost	UM	Extension	Req. Dt
BLAUER TROUSERS MODEL#8215	1328.000	EA	41.6700	EA	55,337.76	10/23/09

This purchase order encumbers funds in the amount of \$55,337.76, awarded on September 24, 2009, to Nardis Incorporated of Kilgore, Texas. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated September 8, 2009, from Nardis Incorporated of Kilgore, Texas and GSA Contract GS07F-0596T. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

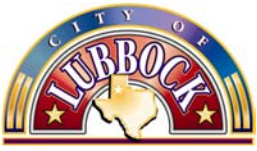
Tom Martin, Mayor

Rebecca Garza, City Secretary

Total Order

Terms NET 30

55,337.76



Agenda Item 5.22

Contract Resolution - Police: Consider a resolution authorizing the Mayor to execute Contract 9199 with the Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

Item Summary

The agreement sets the terms and conditions under which the Child Advocacy Research and Education (C.A.R.E.) Center of the Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics provides the Lubbock Police Department with medical evaluations, case reviews, consultations, and other services needed in reported child abuse cases.

The Texas Code of Criminal Procedures mandates that the requesting law enforcement agency initially pay the cost of the examination. The C.A.R.E. Center is the locally recognized provider for the services. The City pays \$450 per referred case.

Fiscal Impact

Medical exams are \$450 per visit, and are fully reimbursed by the Texas Attorney General's Office.

Staff/Board Recommending

Dale Holton, Chief of Police

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement with the Texas Tech University Health Sciences Center and Department of Pediatrics C.A.R.E. Center, a copy of which is attached hereto and shall be spread upon the minutes of the Council and as spread upon the minutes of the Council shall constitute and be a part of this Resolution as if fully copied herein.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dale Holton, Chief of Police

APPROVED AS TO FORM:



Harold Willard, Assistant City Attorney

HWjs/ccdocs/Resolution-CARE Center Agmt.res

August 12, 2009

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

**AGREEMENT FOR SERVICES
IN INVESTIGATIONS OF CHILD ABUSE**

WHEREAS, it is in the public's interest to investigate the physical and mental health and welfare of a child who has been or may be adversely affected by abuse; and

WHEREAS, the Police Department of the City of Lubbock is lawfully charged with the investigation of possible instances of child abuse; and

WHEREAS, the C.A.R.E. Center of Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics can provide the City with the specialized service of forensic evaluation in suspected child abuse investigations; NOW THEREFORE:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which C.A.R.E. Center will provide City with medical evaluation, case review, consultation and other needed services in investigations of child abuse in cases referred to C.A.R.E. Center by the Police Department of the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**ARTICLE II
DEFINITIONS**

LPD --Police Department of the City of Lubbock.

City--The City of Lubbock, Texas.

C.A.R.E. Center --The Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics.

Referred Case --a referred case as used in this Contract shall be:

- 1) a case specifically referred to C.A.R.E. Center by LPD in writing with a request for C.A.R.E. Center services, hereinafter enumerated;
- 2) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its own behalf or at the request of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and, based upon such services, initiates a crime report and assigns said case for investigation and notifies C.A.R.E. Center of such fact;

- 3) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its behalf or on behalf of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and, based upon such services so provided, determines that no crime report should be created or further investigation had.

ARTICLE III SERVICES PROVIDED

- 1) The C.A.R.E. Center will provide forensic evaluation for outpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.
- 2) The C.A.R.E. Center will provide forensic evaluation for hospital inpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.
- 3) The C.A.R.E. Center will provide weekly discussion as needed of current referred child abuse cases by the Multi-disciplinary Case Review Team (MCRT) -- of which one member is an LPD staff member.
- 4) The C.A.R.E. Center will provide such other consultative services as needed in the investigation of child abuse cases referred to the C.A.R.E. Center by LPD, including expert information necessary to support LPD arrests.

ARTICLE IV COMPENSATION

The City shall pay C.A.R.E. Center FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) per referred case, which shall be due on or before the 5th day of each month.

In the event a referred case requires more time to be properly evaluated for forensic purposes, C.A.R.E. Center shall obtain written authorization from the Chief of Police of the City prior to performing those additional services. To facilitate this method of payment, C.A.R.E. Center will send LPD a detailed statement at the end of each month indicating what services were provided and the number of hours spent on each referred case. The statement from C.A.R.E. Center will be verified with LPD records and no payment shall be rendered for any case not referred by City.

Notwithstanding anything to the contrary contained in this Contract but subject to the minimum amount of payment hereinafter set forth, the City shall compensate C.A.R.E. Center only for those cases which are referred cases and only for the services enumerated in the "Services Provided" section of this Agreement as requested in writing by LPD.

To ensure the City that C.A.R.E. Center is performing the functions it represents that it performs, C.A.R.E. Center shall submit a detailed report at least quarterly to the City Council showing, but not limited to, the numbers and types of cases C.A.R.E. Center has handled during the preceding quarter. This report shall also show the nature and extent of research, counseling and prevention programs. The time for submission of said reports shall be determined from the date this Agreement is executed. The final annual quarterly report shall also contain a summation of said terms for the preceding year. Any information contained in the quarterly or annual reports shall be provided only to the extent permitted by the laws and constitution of the State of Texas.

In no event shall the total hours for which the City compensates the C.A.R.E. Center exceed 800 hours for the term of this Agreement. The C.A.R.E. Center will provide to City a quarterly report summarizing the services provided and compensation received. For a period up to four years after any year in which services are provided, the City retains the right to audit the books of C.A.R.E. Center inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours and with the minimum of disruption to the C.A.R.E. Center.

ARTICLE V TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of October, 2009, and shall continue in full force and effect through the City's fiscal year, which ends on September 30, 2010, unless terminated earlier by sixty (60) days written notice with or without cause from either party to the other. The City will pay for the performance of services from current revenues available to City. This Agreement may be renewed annually by mutual agreement in writing prior to its expiration date. TTHSC may terminate the Agreement for non-payment after notification and opportunity to cure.

ARTICLE VI C.A.R.E. CENTER'S INSURANCE

The C.A.R.E. center shall maintain Professional Liability for physicians in the amount of one hundred thousand and no/100 (\$100,000.00).

ARTICLE VII C.A.R.E. CENTER'S LIABILITY

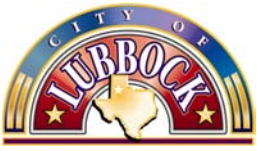
The C.A.R.E. Center shall hold City free from any liability or responsibility for the acts and omissions of C.A.R.E. Center and its authorized agents and employees in the performance of any terms and conditions of this Agreement, and for services rendered by C.A.R.E. Center, insofar as allowed by the laws and Constitution of the State of Texas.

ARTICLE VIII CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the C.A.R.E. Center by LPD will be kept in the strictest of confidence by C.A.R.E. Center and its employees. Information about individual child abuse cases will be released only to designated LPD personnel, and in compliance with Chapter 261 of the Texas Family Code.

ARTICLE IX OTHER PROVISIONS

- 1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.
- 3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.



Agenda Item 5.23

Contract Resolution - Police: Consider a resolution authorizing the Mayor to execute Contract 9204 setting forth duties and responsibilities for the Texas Department of Public Safety and the City of Lubbock Police Department regarding the sharing of law enforcement incident records and other non-intelligence criminal justice information.

Item Summary

With the approval of this contract, the Lubbock Police Department (LPD) will be able to access Texas Data Exchange (TDEx) Program law enforcement incident records and other non-intelligence criminal justice information for official criminal justice and national security purposes. The TDEx information cannot be accessed or used for any other purpose. The LPD agrees to allow Texas Department of Public Safety to share LPD data contributed to TDEx with other authorized criminal justice agencies.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Dale Holton, Chief of Police

RESOLUTION

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

THAT the Chief of Police of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a User/Equipment Agreement between the Lubbock Police Department and the Texas Department of Public Safety (TXDPS), Austin, Texas to set forth duties and responsibilities for the TXDPS and the User Agency, and all related documents. Said User/Equipment Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dale Holton, Chief of Police

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

**TEXAS DEPARTMENT OF PUBLIC
CRIME RECORDS SERVICE
TEXAS DATA EXCHANGE (TDEx) USER/EQUIPMENT AGREEMENT**

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the Texas Data Exchange (TDEx), P. O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

AGENCY

LUBBOCK POLICE DEPARTMENT

ADDRESS

916 Texas Ave. Lubbock, TX 79401

This agreement is made pursuant to Chapter 791 of the Texas Government Code and/or Chapter 771 of the Texas Government Code and sets forth duties and responsibilities for both the TXDPS and the User Agency.

The User Agency will ensure that only approved persons performing authorized criminal justice functions have access to TDEx.

TDEx information, including any analytical products derived therefrom, may not be used as a basis for action or disseminated outside User Agency for any purpose or in any other manner, unless the User Agency first obtains the express permission of the agency or agencies that contributed the information in question. Specifically included within this prohibition is any inclusion of TDEx information in an official case file and any use of TDEx information in the preparation of judicial process such as affidavits, warrants, or subpoenas. User Agency may not electronically retain TDEx information without obtaining the TDEx contributing agency's permission. When TDEx information is summarized or otherwise documented, the User Agency shall indicate that the information was obtained from TDEx.

Notwithstanding the requirement in the preceding paragraph that TDEx information not be used as a basis for action or disseminated without first obtaining the permission of the contributing agency, in accordance with and to the extent permitted by applicable law, court process, or applicable guidelines, immediate dissemination of TDEx information without such permission can be made if the User Agency determines that:

- (a) there is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to U.S. national security; and
- (b) it is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

The User Agency shall immediately notify TXDPS and the TDEx contributing agency if it disseminates any TDEx information under this exception. Any requests for reports or information in TDEx from anyone other than a party to this User Agreement will be directed to the TDEx User Agency which contributed the data.

TXDPS RESPONSIBILITIES REGARDING TDEx

TXDPS agrees to maintain, operate and manage TDEx communications and criminal justice information systems on a 24-hour, 7- day per week and 365 days per year basis. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the User Agency and the following agencies: Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) National Data Exchange (N-DEX). TXDPS Driver's License Files (DL), Sex Offender Registration (SOR), Texas Department of Criminal Justice (TDCJ) probation/parole data and other data files may be implemented in future applications of information available to authorized users.

TXDPS reserves the right to restrict the type and scope of data to which the user may have access. TXDPS will provide system training to TDEx users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability will be incurred by TXDPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

TXDPS may provide or assist User Agency with the initial installation of adapter hardware, records management system (RMS) and/or jail management system (JMS) software enhancements or interface functionality(s). User Agency RMS and/or JMS software enhancements delivered as the result of custom developed TDEx functionality are the property of the User Agency or User Agency RMS/JMS software vendor. User Agency is responsible for maintaining the capability to submit data to TDEx following User Agency RMS/JMS enhancements or replacement.

TXDPS agrees to maintain its applicable TDEx hardware, software and functionality including data adapter extraction and export methodology/technology plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs). This determination may be made by TXDPS or its authorized designee.

TDEx maintains an audit capability that will log the date, time, subject, and originating account of all user queries. TXDPS will maintain the audit logs for five years or for the life of the records accessed, whichever is longer.

TXDPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. Service may be reinstated following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

USER AGENCY RESPONSIBILITIES REGARDING TDEx

The User Agency may only access and use TDEx information for official criminal justice and national security purposes. TDEx information cannot be accessed or used for any other purpose. User Agency agrees to allow TXDPS to share User Agency data contributed to TDEx with other authorized criminal justice agencies.

The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures of TDEx and N-DEx concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

If the User Agency provides TDEx derived criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating through TDEx pursuant to a TDEx User Agreement, then it shall be the responsibility of the User Agency to verify that the non-user agency abides by the laws of the United States and the State of Texas and the operational policies of the applicable systems.

The User Agency agrees to appoint a TDEx Agency Administrator responsible for:

- a. Acting as the single point of contact for TDEx issues;
- b. Ensuring compliance with this agreement, current and future versions of policies and procedures regarding TDEx and all applicable state and federal laws;
- c. Vetting, authorizing and managing users through the role based user management tools provided in TDEx;
- d. Terminating user access immediately upon user separation from the agency or otherwise become ineligible for access;
- e. Ensuring that all users from that agency are trained and informed of policies and procedures;
- f. Reporting security incidents to the TXDPS CJIS Information Security Officer (ISO), as required by the User Agency's CJIS Security Addendum.

The User Agency must notify the TDEx State Administrator immediately whenever the incumbent Agency Administrator is replaced.

User Agency certifies that all User Agency staff with access to TDEx have undergone background checks consistent with Texas or federal requirements, so long as, at a minimum, those requirements included a criminal history and national fingerprint check.

The User Agency shall be responsible for maintaining the User Agency RMS and/or JMS in good working order. The User Agency agrees to maintain its applicable hardware, RMS, JMS, and adapter interface functionality(s) to maintain complete and continual functionality with TDEx. User Agency hardware (including workstations utilized to access), RMS, JMS and adapter interface shall be installed in a location where only authorized personnel have access.

The User Agency is responsible for providing its own Internet connectivity and maintenance which meets CJIS Security Policy requirements.

Each TDEx contributing User Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to TDEx, and each User Agency may, at will and at any time, update, correct, or delete the information that it contributes to TDEx. Each TDEx contributing User Agency has the sole responsibility to ensure that information that it contributes to TDEx was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency. In addition, each TDEx contributing agency has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into TDEx. TDEx User Agency will duly report to TXDPS and the contributing User Agency in writing any instance in which TDEx information is used in an unauthorized manner. Such notice is to be provided in a timely manner within three days of when the party first learned of the unauthorized use.

Each TDEx contributing User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information that it contributes to TDEx. Should TXDPS receive a challenge to or reasonable question about the accuracy of the information in TDEx, TXDPS will notify the TDEx User Agency.

Any User Agency data or process related to TDEx that could affect and cause degradation of service to other TDEx users must be authorized by TXDPS prior to implementation. TXDPS reserves the right to refuse such application on TDEx should resources not be available, or in the best interest of the TDEx users.

TDEX USER AGREEMENT TERMINATION AND DURATION

This TDEx User Agreement may be terminated at any time upon the mutual written consent of the parties. In the event that both parties consent to terminate this TDEx User Agreement, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Either party may terminate this TDEx User Agreement upon 30 days written notice to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following ~~will~~ apply:

- (a) The terminating party will continue participation, financial or otherwise, up to the effective date of termination.
- (b) Each party will pay the costs it incurs as a result of termination.
- (c) All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a party's participation in this MOU shall survive any termination.

This TDEx User Agreement will enter into force on the day it is signed by the last party and it will remain in effect until terminated or modified by the parties ^{and} may be terminated at any time upon the mutual written consent of the parties. In the event that both parties

consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

User Agency, to the extent authorized by law, agrees to indemnify and save harmless TXDPS, its Director and Employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of enjoyment of this Agreement.

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By Steven C. McCraw

Title Director

Signature Steven C. McCraw

Date 7/30/2009

USER AGENCY

By Dale Holton

Title Chief of Police

Signature _____

Date 09/24/2009

**TEXAS DATA EXCHANGE (TDEx) ACCOUNT ADMINISTRATION
TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE**

The participating agency agrees to name a TDEx Agency Administrator responsible for:

1. Acting as the single point of contact for TDEx issues;
2. Ensuring compliance with this agreement, current and future versions of the TDEx Security Policy, Department policies and procedures regarding TDEx, and all applicable state and federal laws;
3. Authorizing users from that agency to participate in the TDEx system;
4. Granting users access through the user management tools provided by the system;
5. Removing users from the system when they leave the agency or otherwise become ineligible for access;
6. Ensuring that all users from that agency are trained and informed of policies and procedures that govern TDEx;
7. Reporting security incidents to the Texas Department of Public Safety CJIS ISO, as required by the TDEx User Agreement.
8. The participating agency must notify the TDEx System State Administrator immediately whenever the incumbent TDEx Agency Administrator is replaced by a new person.

The participating agency will ensure that only approved persons performing authorized functions have access to the TDEx system.

FOR THE PARTICIPATING AGENCY:

Lubbock Police Department

Agency Name

09/24/2009

Date

Agency Director (Signature)

Chief Dale Holton

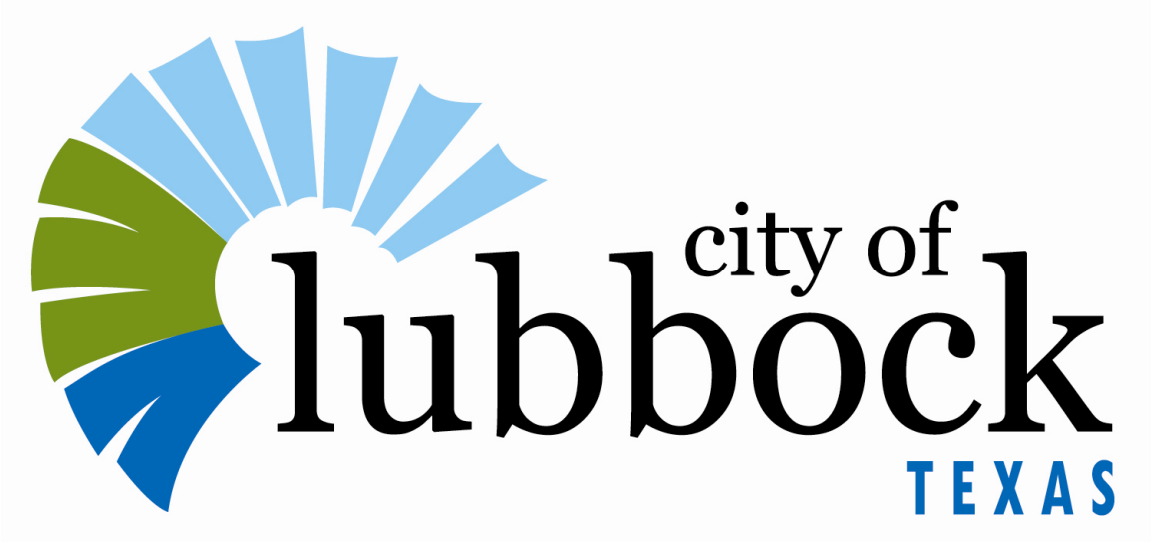
Agency Director (Print Name)

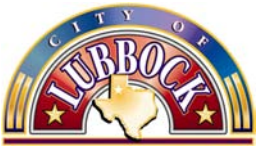
Sgt. Keith Woodard

Agency Administrator assigned (Print Name)

(806) 775-2870

Agency Administrator Phone Number





Agenda Item 6.1

Public Hearing 10:00 a.m. - Planning: Hold a public hearing to consider amendments to the Lubbock City Zoning Code Section 29-23.2, Interstate Highway Commercial (IHC) District to allow apartments and swimming pools, commercial no sales as permitted uses, and to consider amendments to the Lubbock City Zoning Code Section 29.23.3, Interstate Highway Industrial (IHI) District to allow any use unconditionally permitted in the IHC zoning district except apartments; and to consider an ordinance.

Item Summary

The Interstate Highway Commercial District was originally created for the Interstate-27 corridor. With the construction of the Marsha Sharp Freeway, the IHC Zoning District has become an expressway commercial zoning district.

In June 2001, the Planning and Zoning Commission held a public hearing to determine appropriate zoning along the Marsha Sharp Freeway. It was determined at that public hearing that the Interstate Highway Commercial Zoning Districts (IHC) and Interstate Highway Industrial (IHI) are the appropriate zoning districts along the Marsha Sharp Freeway.

With the recent request for apartments at University Avenue and Marsha Sharp Freeway, the Planning Department started evaluating uses that may be appropriate for addition to the IHC. The discussion centered on uses that have a regional customer base, have the potential for a major sudden impact on traffic, and are appropriate along an expressway. Examples of uses that can have a sudden major impact on traffic include large recreational facilities and high density residential.

With the exception of commercial swimming pools, the majority of large recreational facilities that meet the commercial description are already included in the IHC district. However, all residential uses including high density residential, have been excluded from the IHC District.

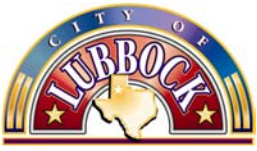
By adding commercial swimming pools and apartments to the IHC District, the same uses will carry over to Central Business District, General (CB-3); Depot District (CB-4); and IHI. While high density residential may be appropriate in the IHC, CB-3 and CB-4 districts, it is the opinion of the Planning and Zoning Commission that high density residential should not be included in the IHI District.

The Planning and Zoning Commission recommended approval of the ordinance that adds the following uses to the IHC District.

1. Swimming pool, commercial no sales (business permitted outside building)
2. Apartments meeting the requirements of the Family Apartment (A-1), High Density Apartment (A-2), and High Rise Apartment (A-3) zoning districts.

The Planning and Zoning Commission recommends approval of the ordinance that modifies the first permitted use found in the IHI Zoning District to read:

1. Any use unconditionally permitted in the IHC District except apartments.



Agenda Item 6.1

Public Hearing 10:00 a.m. - Planning: Hold a public hearing to consider amendments to the Lubbock City Zoning Code Section 29-23.2, Interstate Highway Commercial (IHC) District to allow apartments and swimming pools, commercial no sales as permitted uses, and to consider amendments to the Lubbock City Zoning Code Section 29.23.3, Interstate Highway Industrial (IHI) District to allow any use unconditionally permitted in the IHC zoning district except apartments; and to consider an ordinance.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 29 OF THE CODE OF ORDINANCES, CITY OF LUBBOCK, TEXAS, ENTITLED, "ZONING," BY AMENDING SECTION 29-23.2, "IHC INTERSTATE HIGHWAY COMMERCIAL DISTRICT," SUBSECTION (c) "PERMITTED USES", BY ADDING SUBPARTS (3a) AND (57a) TO ALLOW APARTMENTS AND SWIMMING POOL, COMMERCIAL NO SALES, AS A PERMITTED USE AND BY AMENDING 29-23.3, "IHI INTERSTATE HIGHWAY INDUSTRIAL DISTRICT", SUBSECTION (c) "PERMITTED USES", TO ADD ANY USE UNCONDITIONALLY PERMITTED IN THE "IHC ZONING DISTRICT" EXCEPT APARTMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes to Chapter 29 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 the proposed changes; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance have been fully complied with, including giving notices in compliance with the notices provided by the Texas Local Government Code §211.007 (Vernon, 1997), 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, that the Zoning Ordinance 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:

SECTION 1. THAT Section 29-23.2(c) of the Code of Ordinances of the City of Lubbock, Texas is hereby amended by adding subparts as follows:

"(3a) Apartments meeting the requirements of the "A-1", "A-2" and "A-3" zoning districts."

"(57a) Swimming pool, commercial no sales (Business permitted outside building)."

SECTION 2. THAT Section 29-23.3 (c) of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

“(1) Any use unconditionally permitted in the “IHC” zoning district except apartments.”

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 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 this ____ day of _____, 2009.

Passed by the City Council on second reading this ____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

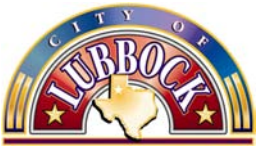


Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney



Agenda Item 6.2

Public Hearing 10:00 a.m. - Planning: Zone Case 3128 (3227 Slaton Road): Hold a public hearing to consider request of the City of Lubbock for a zoning change from Heavy Manufacturing District (M-2) to M-2 Specific use (for an animal shelter) on 15.327 acres of platted and unplatted land including a portion of Tract 7, S.I. Johnson Subdivision of a part of Section 4, Block B, Sections 1, 2, 3, and 4, Block S and Section 23, Block E, and to consider an ordinance.

Item Summary

The applicant is the City of Lubbock. The Planning Code requires a Specific Use Permit for governmental facilities.

Adjacent land use:

N – vacant

S – Loop 289

E – water holding facility

W – industrial use

The area is zoned heavy industrial, and is isolated. The proposed new animal shelter should not be a detriment to any adjacent property. The proposal is in compliance with the Comprehensive Land Use Plan and the zoning policy.

The animal shelter project should have little or no impact on the thoroughfare system.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

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. 3128**; A ZONING CHANGE FROM **M-2** TO **M-2** SPECIFIC USE FOR AN ANIMAL SHELTER ON **15.327 ACRES OF PLATTED AND UNPLATTED LAND INCLUDING A PORTION OF TRACT 7, S.I. JOHNSON SUBDIVISION OF A PART OF SECTION 4, BLOCK B, SECTIONS 1, 2, 3, AND 4, BLOCK S AND SECTION 23, BLOCK E, 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 29-29 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. 3128

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

A change of zoning under provisions of Section 29-24 of the Code of Ordinances of the City of Lubbock from **M-2** to **M-2** Specific Use for **an animal shelter** on **15.327 acres of platted and unplatted land including a portion of Tract 7, S.I. Johnson Subdivision of a part of Section 4, Block B, Sections 1, 2, 3, and 4, Block S and Section 23, Block E, City of Lubbock, Lubbock County, Texas, located at 3227 Slaton Road**, and being further described as follows:

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

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 29-24 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 **M-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 **29-24(c)(24)** of Codified Zoning Ordinance No. 7084 on the property described as **3227 Slaton Road**, 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 29-31 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 this _____ day of _____, 2009.

Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



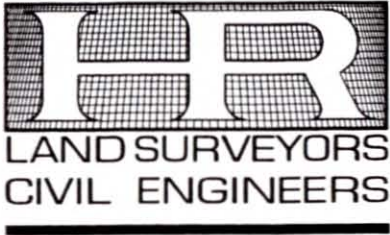
Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3128
September 3, 2009



HUGO REED AND ASSOCIATES, INC.

1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891

091104

City of Lubbock Only

METES AND BOUNDS DESCRIPTION of a portion of Tract 7, S. I. Johnson Subdivision of a part of Section 4, Block B, Sections 1, 2, 3, & 4, Block S and Section 23, Block E, Lubbock, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 59, Page 354, Deed Records of Lubbock County, Texas, being that same tract described in Volume 4113, Page 132 of the Real Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Northwest corner of said Tract 7 and the Northwest corner of this tract which bears S. 89°17'25" W. a distance of 1056.70 feet from a 1/2" iron rod with cap set for the Northeast corner of Section 3, Block S, Lubbock County, Texas;

THENCE N. 89°17'25" E., along the North line of said Section 3 and the North line of said Tract 7, a distance of 877.70 feet to a 1/2" iron rod with cap set for the Northwest corner of a 4.428 acre tract described in Volume 1138, Page 249 of the Deed Records of Lubbock County, Texas and Northeast corner of this tract;

THENCE S. 00°42'35" E., along the West line of said 4.428 acre tract, at 37.50 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 648.70 feet to a 1/2" iron pipe found in the North right-of-way line of Loop 289 as described in Volume 687, Page 615 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 4.428 acre tract and the Southeast corner of this tract;

THENCE Southwesterly, along said North right-of-way line, around a curve to the right, said curve having a radius of 3669.83 feet, a central angle of 14°02'38", a chord bearing of S. 77°18'01" W. and a chord distance of 897.27 feet to a 1/2" iron rod with cap set in the East right-of-way line of Guava Avenue as described in Volume 1262, page 362 of the Deed Records of Lubbock County, Texas and the West line of said Tract 7, for the Southwest corner of this tract;

THENCE N. 00°42'35" W., along said East right-of-way line and West line of said Tract 7, at 797.60 feet pass a 1/2" rod with cap set in reference, continuing for a total distance of 835.10 feet to the Point of Beginning.

Contains: 15.327 acres
667,644 square feet

Bearings are relative to the North line of Section 3, Block S, being previously recognized as N. 89°17'25" E.

Surveyed on the ground
August 3, 2009

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas



REPLY FORM

2.

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

RECEIVED

SEP - 3 2009

PLANNING DEPARTMENT

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO.

3128

My reasons and/or comments are as follows:

Block 5 Section 4AB
448 TREE & LEA

PRINT NAME: MOLLIE SYLVIA ABBOTT

SIGNATURE: Mollie Sylvia Abbott

ADDRESS: 5712 79th, LUBBOCK, TX

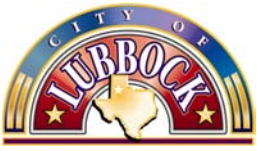
ADDRESS OF PROPERTY OWNED: Coop 289 & Station Army

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.



P.Z.C. Case 3128

Request of Quincy White (for the City of Lubbock) for a zoning change from M-2 to M-2 Specific use (for an animal shelter)



Agenda Item 6.3

Public Hearing 10:00 a.m. - Planning: Zone Case 3129 (6502 Marsha Sharp Freeway): Hold a public hearing to consider request of Appaloosa Development LP for a zoning change from Transition (T) to Interstate Highway Commercial District (IHC) (for a water park, hotel, retail, and apartments) on 13.09 acres of unplatted land out of Sections 35, 36, 37, and 38, Block AK, and Section 28, Block E-2, part of Tract 8, Lowery Subdivision, and to consider an ordinance.

Item Summary

The applicant owns the water park adjacent to Milwaukee Avenue and Brownfield Highway. The existing facility was constructed outside the city limits. When the property was annexed several years ago, the zoning on the parcel was “transitional” pending a proposal from the owner of the property for development. The applicant proposes a mixed use development of the water park, including the possibility of hotels, apartments, and retail use.

Adjacent land uses:

N – vacant

S – residential and a rail line

E – the rail line and vacant property

W – vacant

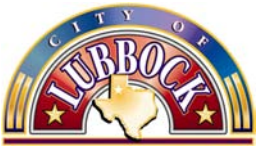
The area east of the water park toward Milwaukee Avenue is designated as commercial on the current Comprehensive Land Use Plan. The motion for approval by the Planning and Zoning Commission includes a minor amendment to the Comprehensive Land Use Plan to designate the water park parcel as commercial.

The existing facility was built on the western edge of a small playa. Although the applicant has not presented a detailed master plan, the topography of the property creates difficulties for design of new buildings. The applicant is aware of the challenges of any increased amount of development on the site.

The business venture should not impact the master thoroughfare plan of Brownfield Highway. A condition noted below will seek to avoid using the existing residential streets in the Pine Hills Subdivision for access to the compound from Upland Avenue. An agent of the new owner of the rail line has submitted a written comment letter regarding the zone case, with a clear emphasis that any additional development on the property will require an agreement by the West Texas and Lubbock Railroad regarding safe access across the tracks.

The Planning and Zoning Commission recommends the requested change of zoning from Transition to Interstate Highway Commercial with the following conditions:

1. Prior to a construction permit, the Planning and Zoning Commission shall review a complete site plan along with proposed construction materials and building elevations.
2. During the site plan review process, the developer will present a project that does not allow patrons of the commercial/apartment compound to use the 59th Street and/or Santa Fe Drive in the existing Pine Grove Estates subdivision to the



Agenda Item 6.3

Public Hearing 10:00 a.m. - Planning: Zone Case 3129 (6502 Marsha Sharp Freeway): Hold a public hearing to consider request of Appaloosa Development LP for a zoning change from Transition (T) to Interstate Highway Commercial District (IHC) (for a water park, hotel, retail, and apartments) on 13.09 acres of unplatted land out of Sections 35, 36, 37, and 38, Block AK, and Section 28, Block E-2, part of Tract 8, Lowery Subdivision, and to consider an ordinance.

west for access to the property from Upland Avenue.

3. For City maintained streets, the Planning and Zoning Commission shall review and approve a driveway/access plan prior to any new construction. The applicant will negotiate with the Texas Department of Transportation for access to the Brownfield Highway or any state service roads.

4. The applicant will provide the City Engineer with verification that a successful rail crossing has been approved by the owner of the rail line that skirts the south and east of the property.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

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. 3129**; A ZONING CHANGE FROM T TO **IHC (FOR A WATER PARK, HOTEL, RETAIL, AND APARTMENTS)** ZONING DISTRICT ON **13.09 ACRES OF UNPLATTED LAND OUT OF SECTIONS 35, 36, 37, AND 38, BLOCK AK, SECTION 28, BLOCK E-2, PART OF TRACT 8, LOWERY SUBDIVISION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; 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 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and 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 1986 Comprehensive Land Use Plan as amended, which protects 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 29-29 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 Ordinances 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. 3129

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

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **T** to **IHC (for a water park, hotel, retail, and apartments)** zoning district on **13.09 acres of unplatted land out of Sections 35, 36, 37, and 38, Block AK, and Section 28, Block E-2, part of Tract 8, Lowery Subdivision**, City of Lubbock, Lubbock County, Texas located at **6502 Marsha Sharp Freeway**, subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT prior to a construction permit, the Planning and Zoning Commission shall review a complete site plan along with proposed construction materials and building elevations.**
2. **THAT during the site plan review process, the developer will present a project that does not allow patrons of the commercial/apartment compound to use the (59th Street) and/or Santa Fe Drive in the existing subdivision (Pine Grove Estates) to the west for access from Upland Avenue.**
3. **THAT the Planning and Zoning Commission shall review and approve a driveway/access plan prior to any new construction for City maintained streets. The Applicant will negotiate with the Texas Department of Transportation for access to the Brownfield Highway or any state service roads.**
4. **THAT the Applicant provide the City Engineer with verification that a successful rail crossing has been approved by the owner of the rail line that skirts the south and east of the property.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 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 this ____ day of _____, 2009.

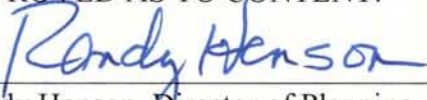
Passed by the City Council on second reading this ____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

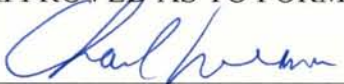
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3129
September 3, 2009



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457
(806) 775-2108

Applicant
(Please Print)

Appaloosa Development LP
4901 19th St.
Street/Post Office Box
Lubbock TX 79407
City State Zip
(806) 577-2513
Telephone

For _____

Street/Post Office Box

City State Zip
()
Telephone

Location or Address:

6602 Marsha Sharp Fwy, Lubbock Texas 79407

Legal Description*:

See Attached Plat Map

Existing Land Use:

Water Park

Existing Zoning:

Transitional

Acres or Square Footage of Property:

13.01 acre tract

Zoning Requested:

Interstate Commercial Zoning (IHC)

Proposed Development:

Waterpark w/ Hotel, Retail, Apartment, etc.

If property is not subdivided, will preliminary plat be submitted?

Yes _____ No _____

Applicant's Signature

[Signature], President

Date

*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.

Filing Fee:

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non Profit)

For City Use Only

Zone Case No.:

3129

Agenda No.:

REC 1897 22364 CK# 1143
-P.W. 75308
MAP #K 45
2

Request for zoning change from:

T

To:

IHC

on Lot(s)

Block(s)

Subdivision

Property Address:

13.09 ACRES OF UNPLATTED LAND OUT OF SEC 35 BLK AK

6502 MARSHA SHARP FWY

PLAT OF SURVEY

A 6.643 ACRE TRACT AND A 6.399 ACRE TRACT OUT OF A 13.042 ACRE TRACT,
 ALL BEING OUT OF TRACT 8 OF THE LOWERY SUBDIVISION (AS RECORDED IN
 VOL. 576, PG. 35, DEED RECORDS) OF SECTIONS
 35, 36, 37 AND 38, BLOCK A-K AND SECTION 28, BLOCK E-2,
 LUBBOCK COUNTY, TEXAS

TRACT 8
 LOWERY SUBDIVISION
 Plat Recorded in Vol. 576 Pg. 35

SECTION 35, BLOCK A-K

Vol. 9805 Pg. 123
 Vol. 9805 Pg. 122

TRACT 10
 LOWERY SUBDIVISION
 Plat Recorded in Vol. 576 Pg. 35

Reference Brg.
 EAST-WEST 1945.00'

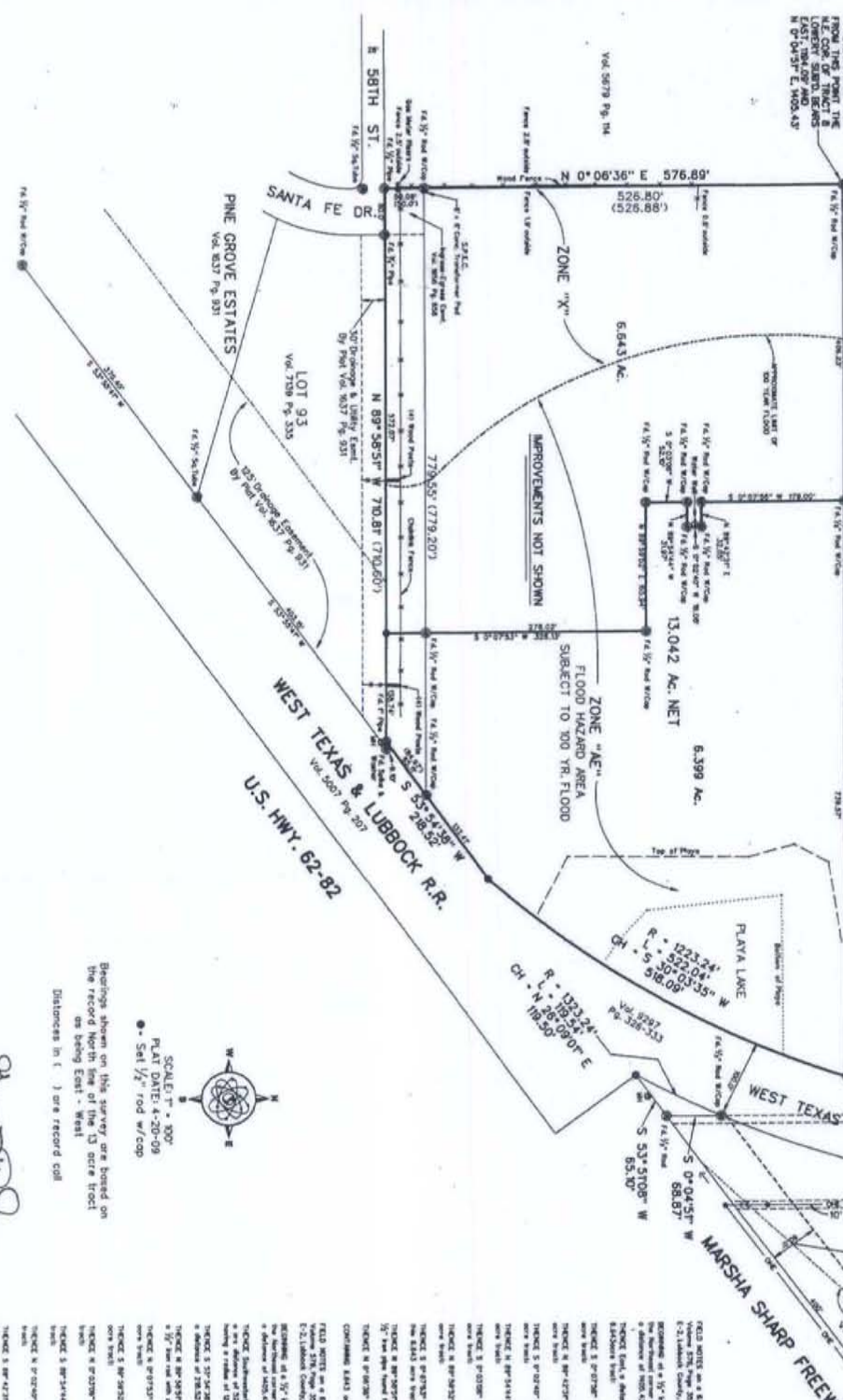
Vol. 5079 Pg. 114

Reference Brg.
 EAST-WEST 1945.00'

SECTION 36, BLOCK A-K

P.O.B. 6.643 AC.
 FROM THE POINT THE
 LINE OF TRACT 8
 EAST, 794.00' AND
 N 0° 04' 51" E, 100.43'

P.O.B. 6.399 AC.
 FROM THE POINT THE
 LINE OF TRACT 8
 EAST, 794.00' AND
 N 0° 04' 51" E, 100.43'



SCALE: 1" = 300'
 PLAT DATE: 4-20-09
 1/2" = 100' Rod w/rop

Bearings shown on this survey are based on
 the record north line of the 13 acre tract
 on being East - West
 Distances in () are record call

ACCORDING TO THE FLOOD INSURANCE
 ACT OF 1940, AS AMENDED, THE
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 HAS DETERMINED THAT THE AREA
 DESCRIBED BY THIS SURVEY IS A
 FLOOD HAZARD AREA.

This survey and information herein is for the exclusive use of
 APPROXIOSA DEVELOPMENT LLC
 and should not be copied or used except for the purposes for which
 it is expressly furnished. The drawing and/or copies (if provided)
 completed) shall be returned to the owner upon demand.



David D. Smith
 Registered Professional Land Surveyor
 Date: 4-22-09
 Surveyed on the ground April 14, 2009



HIGH-TECH LAND & GPS SURVEYS, INC.
 3300 79th St., Suite 202 - Lubbock, TX 79403
 (806) 798-0020 • FAX (806) 798-8848

FB-465 PG.25-27

*35,980

3.

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

RECEIVED

SEP - 3 2009

PLANNING DEPARTMENT

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3129
My reasons and/or comments are as follows:

To be able to attract new business to Lubbock community, expand our local economy, and maximize the value of the property, for both owner and local community.

PRINT NAME: John Michael Freyburger
SIGNATURE: *JMF*
ADDRESS: 4901 19th Lubbock TX 79407
ADDRESS OF PROPERTY OWNED: 6602 Marsha Sharp Frwy

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

3.

REPLY FORM

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

RECEIVED

SEP - 3 2009

PLANNING DEPARTMENT

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3129
My reasons and/or comments are as follows:

West Texas & Lubbock Railroad adopts a neutral
position with respect to this rezoning. We
strongly feel that, at some point, adequate
protections should be put in place to be sure
the railroad crossing (to Brownfield Highway) is
appropriately documented.
we reserve the right to comment further. thanks

PRINT NAME: Todd Cecil - Vice President - Real Estate
SIGNATURE: [Signature]
ADDRESS: PO Box
ADDRESS OF PROPERTY OWNED: West Texas & Lubbock Railroad

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

3

REPLY FORM

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

RECEIVED

SEP - 1 2009

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3129
My reasons and/or comments are as follows:

PLANNING DEPARTMENT

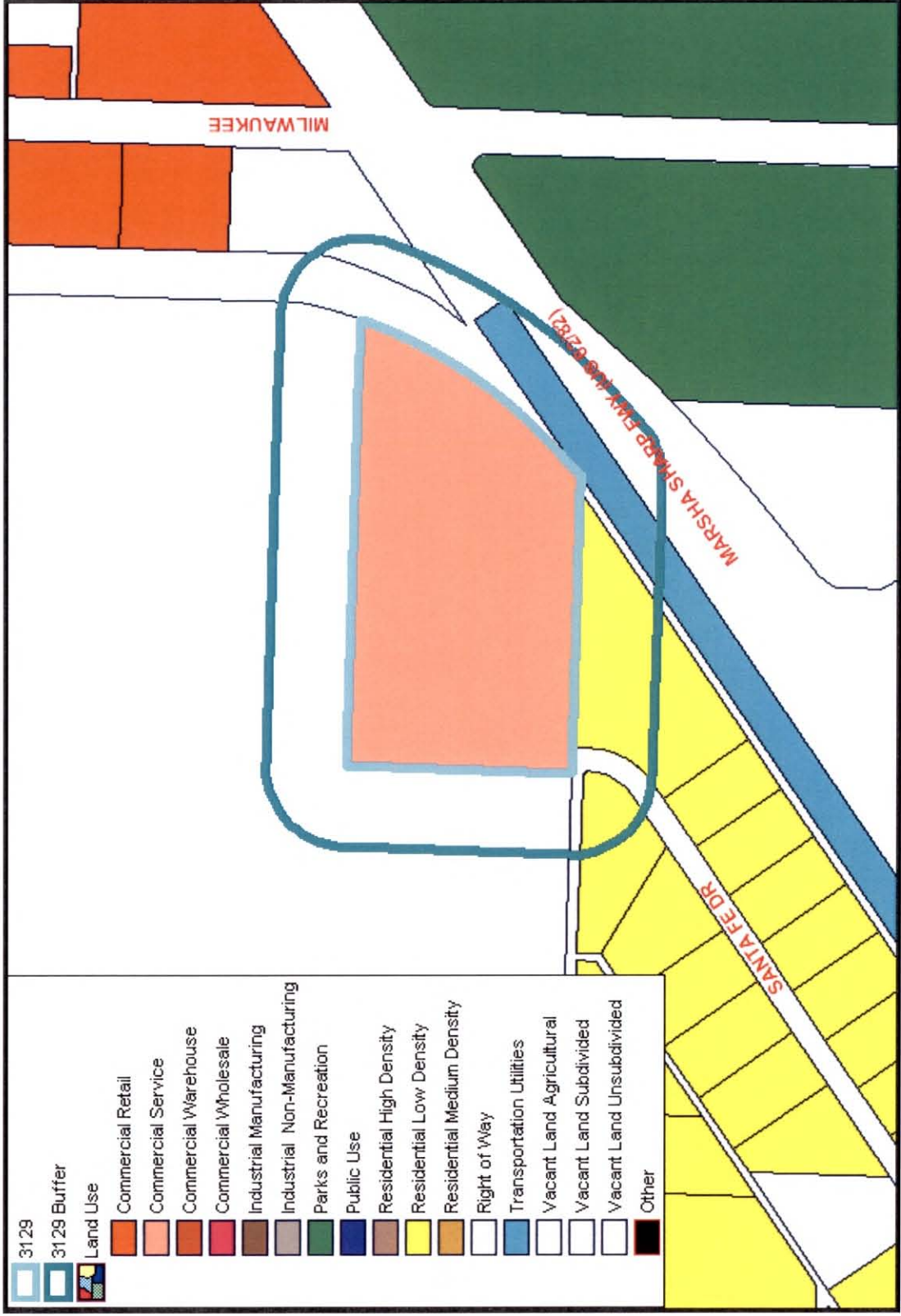
Lack of information regarding the treatment of storm water storage and flow on and over this property as it relates to my adjoining land. Additionally, limited means of ingress and egress to this property create concerns regarding traffic access in this general area.

PRINT NAME: Joyce Ullom
SIGNATURE: Joyce Ullom by Kirk Fieck, Atty.
ADDRESS: See below
ADDRESS OF PROPERTY OWNED: adjoining subject property to the North
NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 6

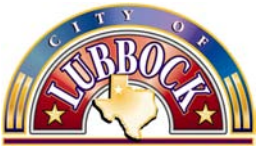
Zone Case Number: 3129 731
ULLOM WILLIAM S ESTATE TR
2414 FAIRWAY DR

BOZEMAN MT 59715



P.Z.C. Case 3129

Request of Appaloosa Development LP for a zoning change from T to IHC (for a water park, hotel, retail, and apartments)



Agenda Item 6.4

Public Hearing 10:00 a.m. - Planning: Zone Case 1647-D (4402 and 4404 Magnolia Avenue): Hold a public hearing to consider request of Simple Acts Ministry for a zoning change from Light Manufacturing District (M-1) to M-1 Specific Use (for transitional housing) on Lot 1, Block 35 and Lot 1, Block 36, Nelson Brown Addition, and to consider an ordinance.

Item Summary

The applicant is requesting a Specific Use Permit that is required for any shelter for the homeless, rescue mission, other types of transient housing, halfway house for early release programs from prison, or community based residential centers certified by the Texas Board of Pardons and Paroles.

Adjacent land uses:

- N – vacant
- S – stack area, mostly vacant
- E – warehousing
- W – communications tower(s)

The area is zoned Light Manufacturing District (M-1), and is comprised of partially vacant structures and is partially used for a mix of industrial businesses. The Zoning Code requires that the base zoning district be heavy commercial to heavy industrial for consideration of Specific Use for transitional housing, but the real discussion is the compatibility of the proposed program(s) with adjacent land uses. A number of negative responses are provided in the backup. The applicant visited with as many of the adjacent land owners as possible. During the Planning and Zoning Commission, the applicant provided a good overview of a faith based living facility, how the applicants will be screened, the rules for living at the facility, and the overall mission of the organization. No opposition was expressed at the meeting. The Planning and Zoning Commission limited the zoning to the operation of the facility by Mr. Bob Hawes and/or Mr. Dennis Watts and the Simple Acts Ministry. Any subsequent use of the facility by another group will require a new zone case with notice to the adjacent property owners. The proposal meets the basic criteria of the Zoning Code.

The project should not cause any impact on the Master Thoroughfare Plan.

The Planning and Zoning Commission recommends the request with one condition:

1. The M-1 Specific Use zoning is restricted to Simple Acts Ministry, Dennis Watts, and Bob Hawes for transitional housing. When the property is sold or leased to another group or person, the zoning shall revert back to M-1. Any future transitional housing will need to submit a new zone case.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

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. 1647-D**; A ZONING CHANGE FROM **M-1** TO **M-1** SPECIFIC USE FOR **TRANSITIONAL HOUSING ON LOT 1, BLOCK 35 AND LOT 1, BLOCK 36, NELSON BROWN ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; 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 29-29 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. 1647-D

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

A change of zoning under provisions of Section 29-24 of the Code of Ordinances of the City of Lubbock from **M-1** to **M-1** Specific Use for **transitional housing** on **Lot 1, Block 35 and Lot 1, Block 36, Nelson Brown Addition**, City of Lubbock, Lubbock County, Texas, located at **4402 and 4404 Magnolia Avenue**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zoning is restricted to Simple Acts Ministry, Dennis Watts, and Bob Hawes for transitional housing. When the property is sold or leased to another group or person, the zoning shall revert back to M-1. Any future transitional housing will submit a new zone case.**

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 29-24 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 **M-1** 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 **29-24(c)(24)** of Codified Zoning Ordinance No. 7084 on the property described as **4402 and 4404 Magnolia Avenue**, 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 29-31 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 this _____ day of _____, 2009.


Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR


ATTEST:

Rebecca Garza, City Secretary

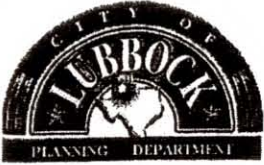
APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

APPROVED AS TO FORM:


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1647-D
September 3, 2009



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457
(806) 775-2108

Applicant
(Please Print)

Simple Acts Ministry

For _____

P.O. Box 53186

Street/Post Office Box

Street/Post Office Box

Lubbock TX 79453

City State Zip

City State Zip

(806) 799-8835 - 806-928-8345

Telephone

()

Telephone

Location or Address:

4402 And 4404 MAGNOLIA AVE

Legal Description:*

Nelson Brown BIK 35 + 36 Lt Lubbock

Existing Land Use:

Vacant Land

Existing Zoning:

M-1

Acreage or Square Footage of Property:

86010.00 4402 AND 86010.00 4404

Zoning Requested:

M-1 specific usage Faith Based transitional housing with prohibition of any person charged with sex crime

Proposed Development:

Faith based transitional housing facilities. The first facility will be men's with a proposed second facility for women.

If property is not subdivided, will preliminary plat be submitted?

Yes _____

No X

Applicant's Signature

Date

8-8-09

Filing Fee:

\$165.00

(\$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.:

1647-D

Agenda No.:

3

Request for zoning change from:

M-1

To:

M-1 specific use

FOR A HALFWAY HOUSE

on Lot(s)

1

Block(s)

35, 36

Subdivision

Nelson

Property Address:

4402 magnolia, 4404 magnolia

2c-1647-D

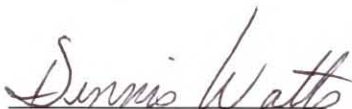
Dear Sirs:


Simple Acts Ministry is a faith based ministry. Our primary goal is to help those inmates that have been released from prison in making a smoother transition back into society. We want to see they do not return to their old ways and go back to prison. We call these men and women xmen because they are special to this ministry. The ministry schedules two meetings per month on the 1st and 3rd Saturday. These meetings give our xmen and women a chance to meet others who are having difficulties in what they call the free world. It also creates a bond between them and the ministry that develops into a support system for these men and women. Just within the last 6 months all the planning and conducting of these meetings have been turned over to our own xmen. We have one board member assigned to attend their committee meetings in the development of the up coming program. We provide a meal and have a program. This fellowship helps us to know these men and women more on a personal level.

Simple Acts mentor program, approved by the State of Texas, allows us to teach these inmates while they are incarcerated. This property will provide a location for two transitional housing facilities. We will be able to provide a location for these inmates to parole to. The property will provide us the needed space to have regular classes to continue our instruction as well as building a relationship with these men and women. Some of the classes are: "How to cope on the outside", "How to keep your marriage wholesome", "Managing your finances". The property will also provide us the needed space for our bi-monthly meetings and class rooms. We also plan to have an area to repair automobiles so we can have cars available for the xmen for transportation. They will be able to find better jobs if they have their own transportation.

All of these plans rest on changing the zoning for this area. We pray you consider these plans to be beneficial to all concerned.

Thank You,


Dennis Watts


Bob Hawes

RECEIVED

AUG 19 2009

PLANNING DEPARTMENT

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

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AUG 27 2009

PLANNING DEPARTMENT

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 1647-D
My reasons and/or comments are as follows:

PRINT NAME: PYCO Industries, INC.
SIGNATURE: [Handwritten Signature]
ADDRESS: 2901 AVE A, LBK 79404
ADDRESS OF PROPERTY OWNED: 1210 E. 44th, 1211 E. 46th RR Trackage
NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing. 36'

REPLY FORM

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 1647-D
My reasons and/or comments are as follows:

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AUG 25 2009
PLANNING DEPARTMENT

PRINT NAME: GARY W. CLARK
SIGNATURE: Gary W. Clark
ADDRESS: 3623 I-27 Lubbock TX 79404
ADDRESS OF PROPERTY OWNED: _____

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

8 of 9

Zone Case Number: **1647-D** 81954
CLARK WILLIAM C JR & ROBERT E
3623 I-27

LUBBOCK

TX 79404

H.

REPLY FORM

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

RECEIVED

SEP - 3 2009

PLANNING DEPARTMENT

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 1647-D
My reasons and/or comments are as follows:

We are concerned about the possibility of an increase in criminal activity if the change is approved. The area is isolated from normal traffic flow and limited police presence. My business and others in the area use warehouses that would be difficult to secure and which might be tempting to the transitional residents. Also, most days we have only a minimal, all female staff that could be threatened depending on the background of the transitional residents.

PRINT NAME: Henry King

SIGNATURE: _____

ADDRESS: 1205 EAST 46th Street

ADDRESS OF PROPERTY OWNED: 1205 EAST 46th Street

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

REPLY FORM

4.

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

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SEP - 2 2009

PLANNING DEPARTMENT

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO.

1647-D

My reasons and/or comments are as follows:

This is an industrial neighborhood. There is industrial traffic, industrial equipment, and industrial hours. My liability will increase substantially and the chance of theft will increase as well.

Mark Weaver

PRINT NAME: Mark Weaver President David Weave, Inc.
SIGNATURE: *Mark Weaver*
ADDRESS: P.O. Box 94582 Lubbock Tx 79493
ADDRESS OF PROPERTY OWNED: 4401 Locust Ave.

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

4.

REPLY FORM

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If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 1647-D
My reasons and/or comments are as follows:

RECEIVED

SEP - 1 2009

PLANNING DEPARTMENT

We are against this zoning change request on the grounds that we and our employees sometimes have to work after hours and at night. We would not feel as safe being at our work place at night, alone, if a halfway house was across the street.

PRINT NAME: MIKIE BYRDIE
SIGNATURE: [Signature]
ADDRESS: 1300 E. 42ND ST.
ADDRESS OF PROPERTY OWNED: 1300 E. 42ND ST.

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

Zone Case Number: **1647-D** 39421
WOMACK RUSSELL E INC
PO BOX 3967

LUBBOCK TX 79452-3967

REPLY FORM

4.

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

RECEIVED

AUG 31 2009

PLANNING DEPARTMENT

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 1647-D

I, Calvin Curtner, Oppose the rezoning at 4402 and 4404 Magnolia Ave. I have a business at 1206 E.46th St. and to build a transitional housing at that location would put it right at my back door. I am concerned about the problems it could bring. I have no idea of what sort of people that are being housed for rehabilitation. This could bring mischief and or drugs in around my business and other businesses around me. This is a commerical area so, how is rezoning this area going to help my business and other businesses around me. Also, what is this going to do to our taxes, are they going to go up when you rezone this area, or are they going to go down?

I hope you will take all of my concerns into consideration on this rezoning.

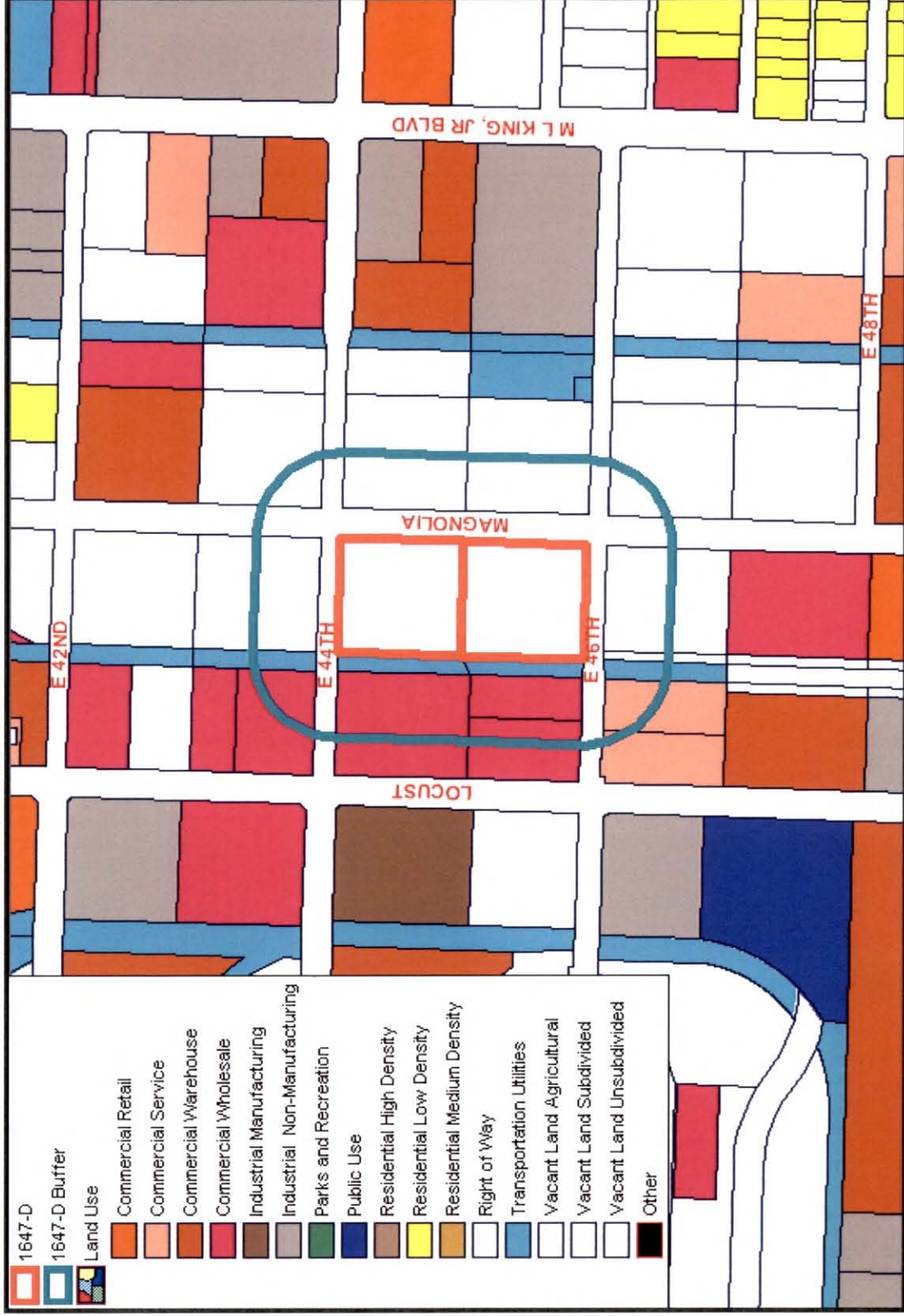
thank you,

Cal Curtner

Calvin Curtner / CEO
CurtnerEnterprises, INC
DBA
Lubbock Machine Tool

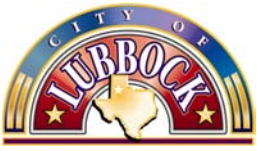
PRINT NAME: CALVIN CURTNER
SIGNATURE: Calvin Curtner
ADDRESS: 1206 E 46th 79404
ADDRESS OF PROPERTY OWNED: 1206 E 46th

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.



P.Z.C. Case 1647-D

Request of Simple Acts Ministry for a zoning change from M-1 to M-1 Specific Use (for transitional housing)



Agenda Item 6.5

Public Hearing 10:00 a.m. - Planning: Zone Case 2456-A (7720 University Avenue): Hold a public to consider request of John Frullo (for Good News Book Store, Inc.) for a zoning change from Local Retail District (C-2) to Commercial District (C-4) limited to a printing shop and all unconditional C-2 uses on Tract B, Reid Myrtie Addition, and to consider an ordinance.

Item Summary

The applicant is interested in acquiring the former book store located at 7720 University Avenue for a printing business, which requires Commercial District (C-4) zoning.

Adjacent land uses:

- N – commercial
- S – church
- E – commercial
- W – duplex residential

The request is compatible with the Comprehensive Land Use Plan in that the strip commercial from Loop 289 to 82nd Street on University Avenue is designated as commercial. University Avenue is a designated Farm to Market Road, although it is not typical of a regional or state highway. The Comprehensive Land Use Plan indicates that state or regional highways are the best locations for C-4. C-4 exists several blocks south where the Sonic Drive-In Restaurant is zoned as C-4 Specific Use.

The primary factor supporting the request for the zone case is that the Zoning Code is partially outdated for a description of the permitted use – “print shop”. In 1975, print shops involved large and noisy machinery and a number of other activities that were best located in heavy commercial or industrial districts. The current Zoning Code allows only copy services in the Local Retail District (C-2). The technology of printing as well as the governance of any chemicals used in the process has outdated the current requirement for C-4. Much of the process is electronic versus mechanical. While the large, heavy equipment printing operations need to remain in the C-4 District, the Zoning Code should have a new district where the modern, primarily electronic printing operations are allowed. The Planning Department has an objective to study a manner in which modern printing operations are allowed in a lesser district but leave the big printing press operations in C-4, and will recommend a change to the Zoning Code in the near future. Also, the applicant has limited the zoning to one permitted use from C-4 printing, and is asking to leave future uses other than printing to be controlled by the current C-2 designation.

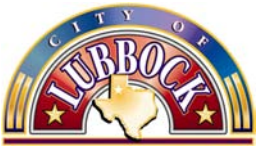
The project should have no impact on the Master Thoroughfare Plan.

The Planning and Zoning Commission recommends the request with one condition:

1. The property may be used for a printing operation only as C-4; otherwise, any subsequent uses shall be limited to C-2 permitted uses.

Fiscal Impact

-



Agenda Item 6.5

Public Hearing 10:00 a.m. - Planning: Zone Case 2456-A (7720 University Avenue): Hold a public to consider request of John Frullo (for Good News Book Store, Inc.) for a zoning change from Local Retail District (C-2) to Commercial District (C-4) limited to a printing shop and all unconditional C-2 uses on Tract B, Reid Myrtie Addition, and to consider an ordinance.

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

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. 2456-A**; A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PRINTING SHOP AND ALL UNCONDITIONAL C-2 USES**, ON **TRACT B, REID MYRTIE ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; 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 29-29 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. 2456-A

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

1. A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to a printing shop and all unconditional C-2 uses** on **Tract B, Reid Myrtie Addition**, City of Lubbock, Lubbock County, Texas, located at **7720 University Avenue**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property may be used for a printing operation only as C-4; otherwise, any subsequent uses shall be limited to C-2 permitted uses.**

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 29-31 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 this _____ day of _____, 2009.

Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2456-A
September 3, 2009

APPLICATION FOR ZONE CHANGE



Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457
(806) 775-2108

Applicant (Please Print)

John M. Firullo

For Good News Book Store, Inc

4024 75th Street

Street/Post Office Box

3108 28th Street

Street/Post Office Box

Lubbock Texas 79423

City State Zip

Lubbock Texas 79410

City State Zip

(806) 535-6883

Telephone

(806) 535-9260

Telephone

Location or Address:

7720 University Ave, Lubbock, Texas 79423

Legal Description:*

Reid Myrtle Tr. B

Existing Land Use:

Second hand store

Existing Zoning:

C-2

Acreage or Square Footage of Property:

34,300.00 Land Sq Ft.

Zoning Requested:

C-4 limited to a printing shop with all current C-2

permitted uses.

Proposed Development:

n/a

If property is not subdivided, will preliminary plat be submitted?

n/a

Yes

No

Applicant's Signature

[Handwritten Signature]

Date

8-11-2009

Filing Fee:

\$475.00

(\$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.:

2456-A

Agenda No.:

4

Request for zoning change from:

C-2

To:

C-4

LIMITED TO A PRINTING SHOP + ALL UNCONDITIONAL C-2 USES

on Lot(s)

Tract B

Block(s)

Subdivision

Reid Myrtle

Property Address:

7720 University

Application for zone change for John M. Frullo

I respectfully request that the property located at 7720 University Avenue change from a C-2 to a C-4 limited to a print shop with all currently permitted C-2 uses.

Our company is a printing and graphics company in which most of our operations fall within the current C-2 zoning, the change for the limited C-4 will allow us to use slightly larger sizes for the remainder of our operations.

The current zoning allows a duplication and copying service up to a size of 14" x 18". The requested, partial change to the limited C-4 zoning would allow a slightly larger size and is more consistent with the current printing technology. Today's technology enables a larger print size from much smaller printing equipment.

Please let me know if I provide additional information for your analysis.

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the designee of the Planning and Zoning Commission at 775-2120.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 2456-A
My reasons and/or comments are as follows:

RECEIVED

AUG 25 2009

PLANNING DEPARTMENT

See other side

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

ADDRESS OF PROPERTY OWNED: _____

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

14 of 20

Zone Case Number: **2456-A** 50523
PARMAR MANOJ TRUST ET AL ATTN: BEN MISRA
4509 93RD DR

LUBBOCK

TX 79424

NOTICE OF PLANNING AND ZONING COMMISSION

You are hereby notified that the Lubbock Planning and Zoning Commission will hold a public hearing on **Thursday, September 3rd, 2009**, at 7:00 P.M. in the City Council Chambers (Room 101), located at 1625 13th Street, Lubbock, Texas. City of Lubbock Planning and Zoning Commission are available to all persons regardless of disability. If you require special assistance, please contact the Planning Department at 775-2120 (Monday-Friday, 8:00 a.m.-5:00 p.m.) or write to us at PO Box 2000, Lubbock, TX 79457 at least 48 hours in advance of the meeting.

At this hearing, the following zone change proposal will be heard and all interested persons will be given an opportunity to speak. Then, the Planning and Zoning Commission will consider the recommendations it will make to the City Council concerning this proposal. The proposal is as follows:

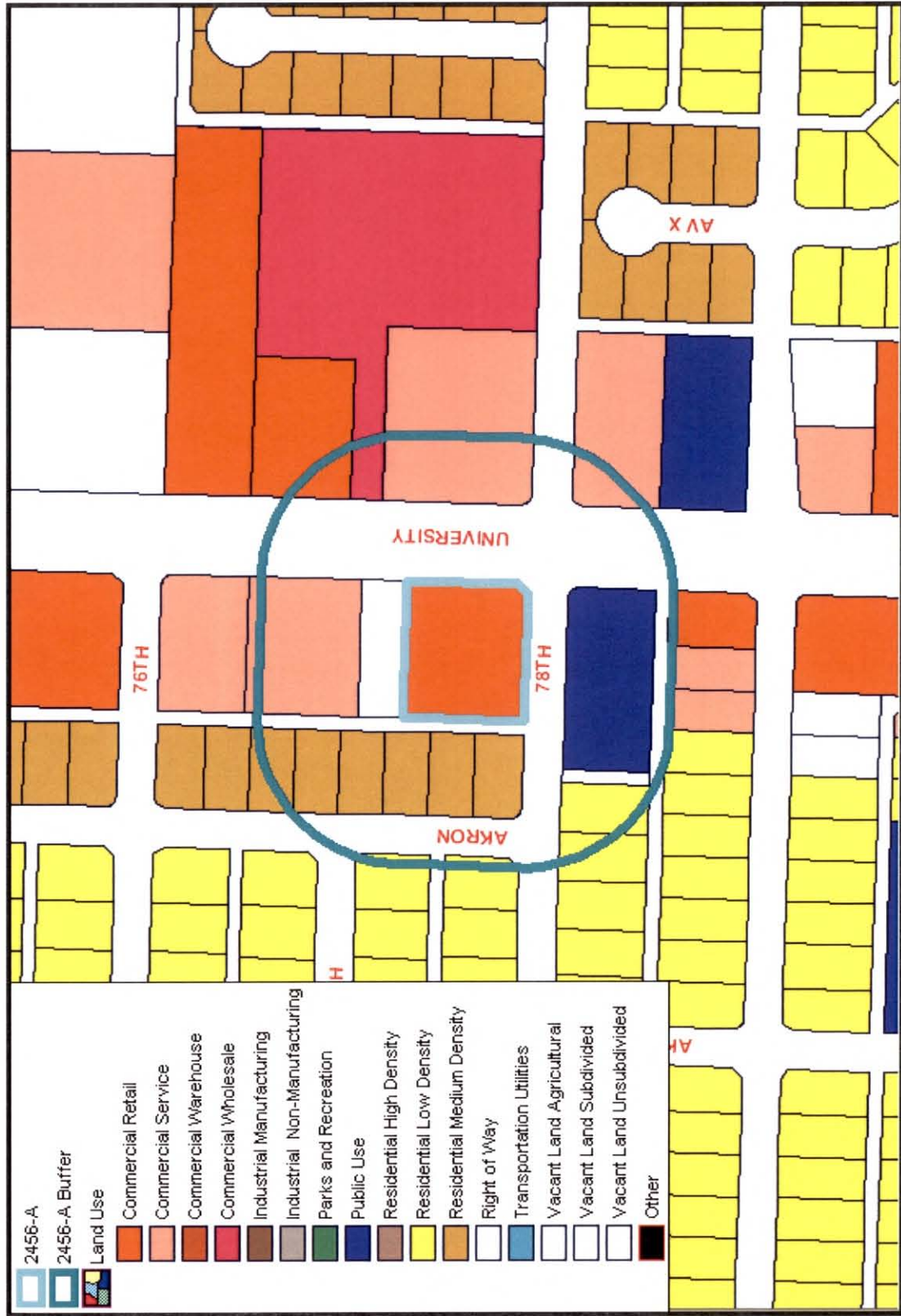
- 4. ZONE CASE NO. 2456-A:** Request of John Frullo (for Good News Book Store, Inc.) for a zoning change from C-2 to C-4 limited to a printing shop and all unconditional C-2 uses on Tract B, Reid Myrtie Addition (7720 University Avenue).

The above would be a diversion from C2 areas of the neighboring businesses and would be a disturbance and nuisance to the neighborhood, thus affecting the property value of the areas.

The Commission may make recommendations, which would result in a different proposal before the City Council. If the proposal is recommended, the Zone Case will be forwarded to the City Council in the near future. If the proposal is denied or changed, the proponent may appeal to the City Council and they may act as they see fit. Any City Council action will be undertaken after Public Hearing before them. Watch the Legal Notices of the Lubbock Avalanche-Journal for notice of any such hearing.
THIS IS THE ONLY NOTICE YOU WILL RECEIVE.

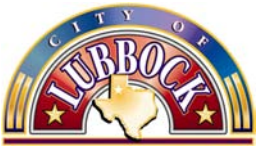
If you have any questions concerning this Zone Case, please call the City of Lubbock Planning Department at 775-2120.

A Reply Form is included on the reverse side of this notice for your convenience.



P.Z.C. Case 2456-A

Request of John Frullo (for Good News Book Store, Inc.) for a zoning change from C-2 to C-4 limited to a printing shop and all unconditional C-2 uses



Agenda Item 6.6

Petition Annexation Ordinance - Planning: Consider an ordinance annexing to the City of Lubbock, Texas, upon petition of area landowners, an area of sparsely occupied land less than one-half mile in width, containing fewer than three qualified voters, and contiguous to the existing city limits; providing for correction of the city map to include the annexed area; providing an effective date; providing a savings clause; and providing for publication.

Item Summary

Within state statute, one of the methods for annexation includes a petition from the owner of the property. Several requisites must be met for the voluntary annexation to occur:

1. the parcel is less than one half mile in width;
2. that the parcel is contiguous to the annexing municipality; and
3. that the parcel is vacant and without residents, or on which fewer than three qualified voters reside.

The petitioned area meets all the requirements and Family Harvest Church has submitted a signed petition with a written metes and bounds of the area to be annexed.

The City Council has annexed one area by petition on the south edge of Lubbock. No other areas have taken advantage of the process. Annexation of this parcel is within an area the City Council has previously discussed for inclusion into the city limits.

Fiscal Impact

No City funded projects are committed to a petition annexation other than the services that are available to any other portion of the City (police, fire, solid waste collection, etc.). The church will be responsible for any extension or installation of water or sewer lines and paving.

Staff/Board Recommending

Rob Allison - Development Services Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; 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 City Council of the City of Lubbock on September 24, 2009, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 50 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

FIELD NOTES on a 49.255 Acre Tract out of the tract described in Volume 10117, Page 235, Lubbock County Official Public Records, (LCOPR) and out of the tract described in Volume 8547, Page 48, LCOPR and out of Section 34, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the South line of a 20.405 Acre Tract described in Volume 10117, Page 235, LCOPR for the Southeast corner of this tract whence a found railroad spike for the Southeast corner of Section 34, Block AK bears S 88°09'26" E (Texas North Central Zone Bearing Basis), 660.00 feet and S 01°51'33" W, 375.31 feet;

THENCE N 88°09'26" W, with then North line of the tract described in Volume 3368, Page 98, Lubbock County Real Property Records, (LCRPR) and the tract described in Volume

4624, Page 330, LCRPR, at 1492.37 feet pass a found iron pipe, in all 1722.77 feet to a found iron pipe for the most Southerly Southwest corner of this tract;

THENCE N 01°45'43" E, with the East line of the tract described in County Clerk File No. 2008024597, LCOPR, 377.50 feet to a found iron pipe for a corner of this tract;

THENCE N 88°05'39" W, with the North line of the said tract described in County Clerk File No. 2008024597 and the tract described in Volume 3369, Page 280, LCRPR, 259.72 feet to a found iron pipe for the most Westerly Southwest corner of this tract;

THENCE N 01°51'46" E, with the East line of the tract described in Volume 4597, Page 79, LCRPR and the tract described in Volume 4596, Page 288, LCRPR, 753.74 feet to a found iron pipe with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°09'15" E, with the South line of the tract described in Volume 7603, Page 247, LCOPR and the Plat Limits of Lots 1 through 38 and Tract "A", Winghaven Estates recorded in Volume 5380, Page 74, Real Property Records, Lubbock County, Texas, at 1477.99 feet pass a found rod with yellow cap, in all 1982.95 feet to a point in the North line of 45.222 Acre Tract described in Volume 8547, Page 48, LCOPR for the Northeast corner of this tract;

THENCE S 01°51'08" W, along the Lubbock City Limits, 660 feet West of and parallel to the East line of Section 34, 1131.42 feet to the Place of Beginning and containing 49.255 Acres including any Right of Way.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory 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 3. THAT this Ordinance shall be effective twenty (20) days after final passage by the City Council.

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

SECTION 5. THAT the City Secretary 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 this _____ day of _____, 2009.
Passed by the City Council on second reading this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

cw:ccdones/Ord.Annex Vacant Land
September 15, 2009



Autrey, McDaniel & Dulin, LP
 2807 74th Street, Suite 8
 Lubbock, TX 79423

CIVIL ENGINEERING
 LAND PLANNING

Phone: 806-771-5976
 Fax: 806-771-7625
 TBPE Reg. # F-9197

TRANSMITTAL LETTER

TO: City of Lubbock

DATE: 9/3/09

PROJECT NO: 08046

ATTN: Randy Henson

RECEIVED

PROJECT: Family Harvest Church

SEP 10 2009

WE TRANSMIT:

PLANNING DEPARTMENT

HEREWITH

UNDER SEPARATE COVER VIA _____

FOR YOUR:

APPROVAL

DISTRIBUTION TO PARTIES

INFORMATION

REVIEW & COMMENT

RECORD

SIGNATURE

USE

COPIES	DATE	DESCRIPTION
1	09/03/09	Petition for Voluntary Annexation

Copies:	File	Signed:	Cory Dulin, P.E.
----------------	------	----------------	------------------

If enclosures are not as noted, please inform us immediately.

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City Of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Family August 21st
Bracken Christian

STATE OF TEXAS

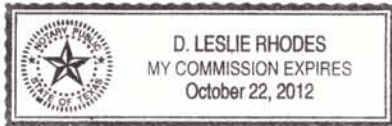
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 21st day of August, 2009 by D Leslie Rhodes on behalf of Bracken Christian

D. Leslie Rhodes

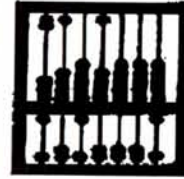
**Notary Public in and for
The State of Texas**

My Commission expires: 10-22-12



ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

FIELD NOTES on a 49.255 Acre Tract out of the tract described in Volume 10117, Page 235, Lubbock County Official Public Records, (LCOPR) and out of the tract described in Volume 8547, Page 48, LCOPR and out of Section 34, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

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THENCE N 88°09'26" W, with then North line of the tract described in Volume 3368, Page 98, Lubbock County Real Property Records, (LCRPR) and the tract described in Volume 4624, Page 330, LCRPR, at 1492.37 feet pass a found iron pipe, in all 1722.77 feet to a found iron pipe for the most Southerly Southwest corner of this tract;

THENCE N 01°45'43" E, with the East line of the tract described in County Clerk File No. 2008024597, LCOPR, 377.50 feet to a found iron pipe for a corner of this tract;

THENCE N 88°05'39" W, with the North line of the said tract described in County Clerk File No. 2008024597 and the tract described in Volume 3369, Page 280, LCRPR, 259.72 feet to a found iron pipe for the most Westerly Southwest corner of this tract;

THENCE N 01°51'46" E, with the East line of the tract described in Volume 4597, Page 79, LCRPR and the tract described in Volume 4596, Page 288, LCRPR, 753.74 feet to a found iron pipe with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°09'15" E, with the South line of the tract described in Volume 7603, Page 247, LCOPR and the Plat Limits of Lots 1 through 38 and Tract "A", Winghaven Estates recorded in Volume 5380, Page 74, Real Property Records, Lubbock County, Texas, at 1477.99 feet pass a found rod with yellow cap, in all 1982.95 feet to a point in the North line of 45.222 Acre Tract described in Volume 8547, Page 48, LCOPR for the Northeast corner of this tract;

THENCE S 01°51'08" W, along the Lubbock City Limits, 660 feet West of and parallel to the East line of Section 34, 1131.42 feet to the Place of Beginning and containing 49.255 Acres including any Right of Way.

S:\COOR2007\TOPO\section 34 block ak\FIELD NOTES on a 50.814 Acre Tract (Annex Tract).doc

These Notes Represent a survey made on the ground.

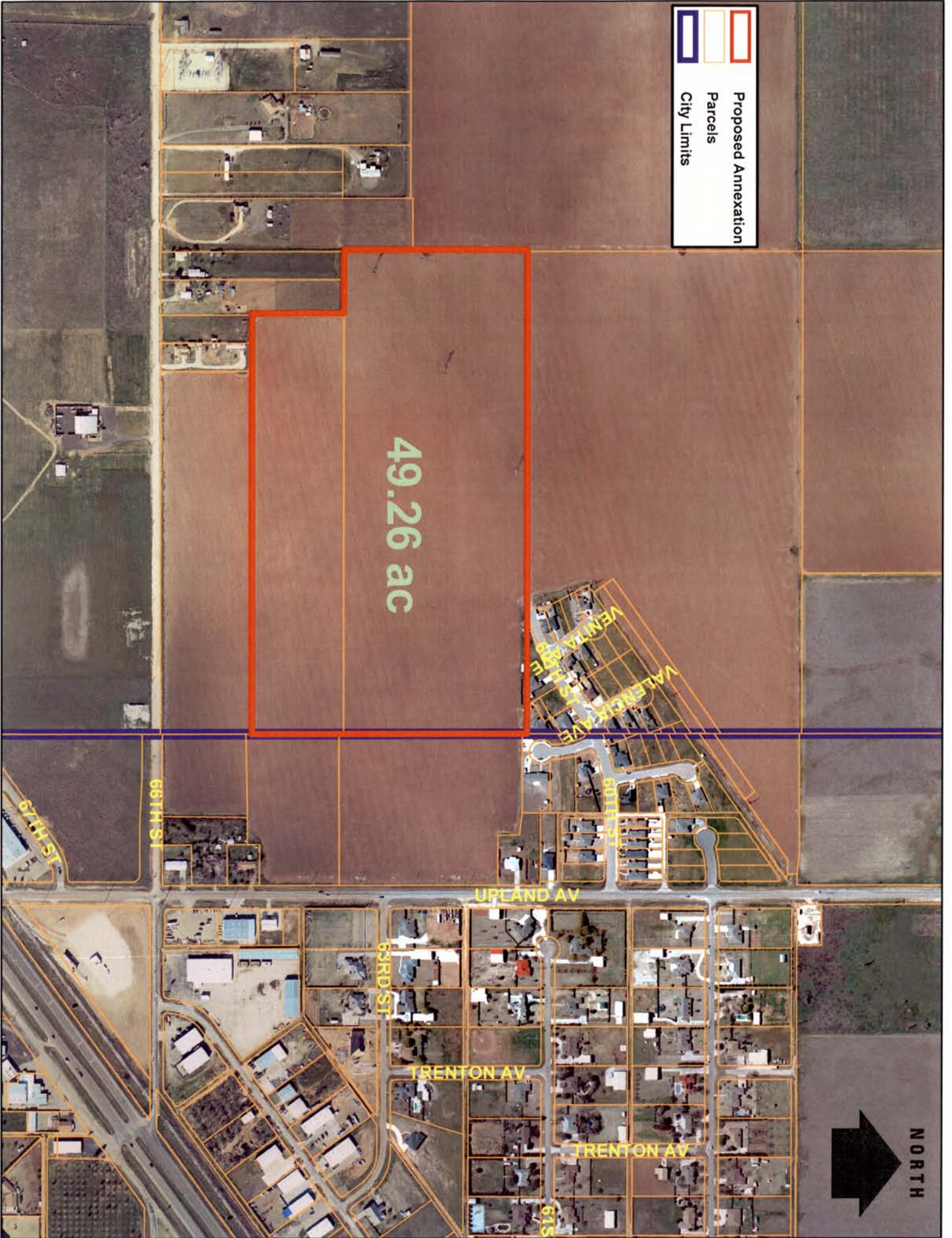
J.M. Cieszinski, RPLS # 4460

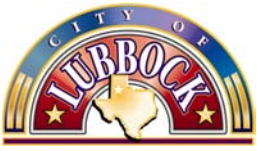
September 2, 2009



Proposed Annexation
Parcels
City Limits

49.26 ac





Agenda Item 6.7

Variance Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of Sonik Mart convenience store, 3908 Avenue Q, a business requesting an off-premise alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amends Section 18-11, Alcoholic Beverages - Sale near a church, school or hospital, in Chapter 18, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for off-premises sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is within 300 feet of any church, public or private school, day care, or public hospital, measured from property lines of each tract, from having a permit issued by the TABC. The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code.

Sonik Mart has requested a variance on the convenience store at 3908 Avenue Q, which is 264 feet from South Plains Academy.

The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (pursuant to Texas statute):

- The enforcement of the regulation in a particular instance is not in the best interest of the public;
- The regulation constitutes waste or inefficient use of land or other resources;
- The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary; or
- The variance may be granted for any other reason, after consideration of the health, safety, and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

On September 15, 2009, Director of the South Plains Academy, Alejandro Ruiz, was notified by letter about the variance request.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

Planning and Zoning Commission

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **Sonik Mart, 3908 Avenue Q**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off-Premise Permit [BQ]**, and 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning & Zoning

APPROVED AS TO FORM:



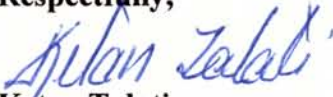
Chad Weaver, Assistant City Attorney

**Sonik Mart
3908 Avenue Q
Lubbock, Texas 79412**

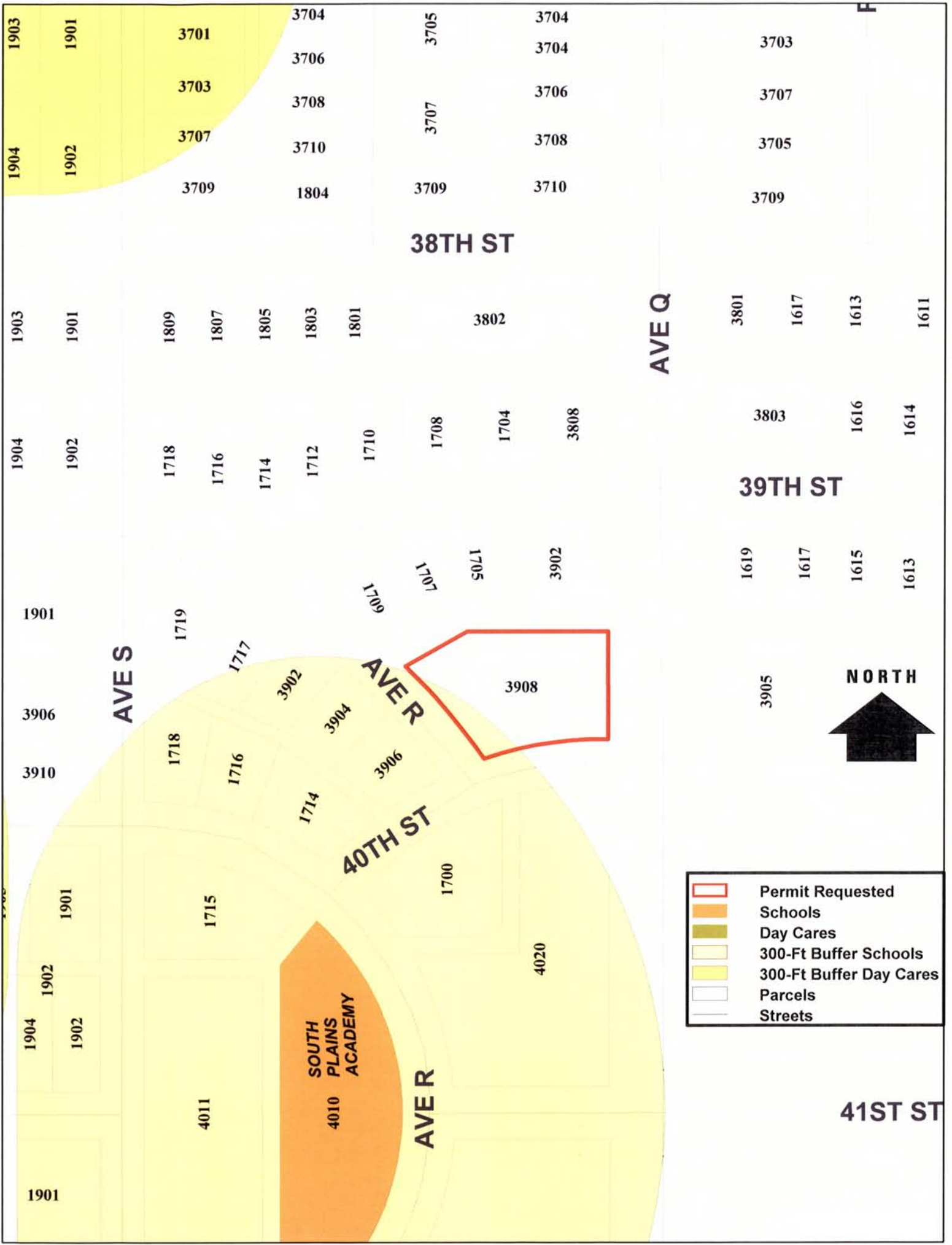
Dear Mr. Henson,

I Ketan Talati, have an interest in the above mentioned business and would like to request a variance to sell alcoholic beverages. Would you please look into this for me at your earliest convenience? If you should have any questions, please do not hesitate to call me at the number given herein.

Respectfully,



**Ketan Talati
806-535-7645**



- | | |
|--|-------------------------|
| | Permit Requested |
| | Schools |
| | Day Cares |
| | 300-Ft Buffer Schools |
| | 300-Ft Buffer Day Cares |
| | Parcels |
| | Streets |



Off-Premise Prequalification Packet

L-OFF (1/2009)

Please complete this Prequalification Packet with information concerning your proposed business location to which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that you proposed operation and for the type of license/permit for which you are applying. Permit applicants will also provide this packet to their local newspaper for certification that you have published the required notice.

Type of Off-Premise License/Permit

<input checked="" type="checkbox"/> BQ Wine and Beer Retailer's Off-Premise Permit	<input type="checkbox"/> LP Local Distributor's Permit
<input type="checkbox"/> BF Beer Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit
<input type="checkbox"/> P Package Store Permit	<input type="checkbox"/> ET Local Cartage Transfer Permit
<input type="checkbox"/> Q Wine Only Package Store Permit	<input type="checkbox"/> PS Package Store Tasting Permit

Indicate Primary Business at this Location

<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Convenience Store without Gas
<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Miscellaneous _____
<input checked="" type="checkbox"/> Convenience Store with Gas	

Trade Name of Location
SONIK MART

Location Address
3908 AVE Q

City LUBBOCK	County LUBBOCK	State Tx	Zip Code 79412
------------------------	--------------------------	--------------------	--------------------------

Mailing Address 156 SLATER ROAD	City Lubbock	State Tx	Zip Code 79404-5202
---	------------------------	--------------------	-------------------------------

Business Phone No. (806) 740-0000	Alternate Phone No. (806) 535-1866	E-mail Address lathdu@gmail.com
---	--	---

Type of Owner

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

Owner of Business/Applicant

If Applicants Who Must Be Listed Below (attach 2-01C if additional space is needed)

Individual/Individual Owner	Partnership/All Partners	Corporation/All Officers
Limited Liability Company/All Officers or Managers	Joint Venture/Ventures	City/County/University/Official
Limited Partnership/All General Partners	Trust/Trustees	

Last Name PATEL	First Name KAMLESH	MI R	Title R
Last Name TALATI	First Name KEJANI	MI M	Title MI
Last Name	First Name	MI	Title

Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For distances of 300 feet or less, measure from the center of the building to the nearest corner of the site. From the corner of the building, measure the distance to the nearest corner of the church or public hospital.

Will your business be located within 300 feet of any private/public school? Yes No

NOTE: For distances of 300 feet or less, measure from the center of the building to the nearest corner of the site. From the corner of the building, measure the distance to the nearest corner of the school.

NOTE: Measure the distance from the street to the building, not from the property line of the private/public school to the property line of your business. Measure the distance vertically to the building, not to the ground. Measure the distance horizontally to the building, not to the ground.

Will your business be located within 1,000 feet of a private school? Yes No

Will your business be located within 1,000 feet of a public school? Yes No

WARNING: Section 101.09 of the Texas Alcoholic Beverage Code states: "A person who makes a false statement or false representation in an application for a permit or license or in a statement, report or other instrument to be filed with the Commission and related to the same commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME

METAL TALATI

SIGN HERE

Metal Talati

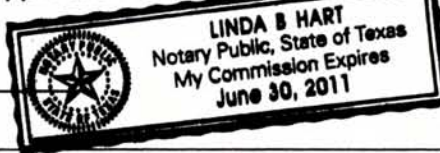
TITLE

V-PRESIDENT

Before me, the undersigned authority, on this 11th day of August, 2009 the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

Linda B Hart
NOTARY PUBLIC



SEAL

CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____ that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE

City Secretary/Clerk

_____, TEXAS

SEAL

If location can not be certified above, please complete the following:

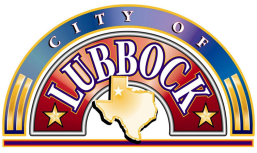
I hereby certify on this _____ day of _____, 20____, that the location is prohibited by Charter or Ordinance No. _____, in reference to the sale of alcoholic beverages.

SIGN HERE

City Secretary/Clerk

_____, TEXAS

SEAL



Agenda Item 6.8

Variance Resolution - Planning: Consider a resolution amending Resolution No. 2009-R0364 to correct the address of CVS No. 7277 to read 3402 50th Street in regards to the granting of a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060.

Item Summary

On September 10, 2009, the City Council approved a variance for CVS Pharmacy No. 7277 at 3401 50th Street, as submitted by CVS Pharmacy. The correct address for that CVS is 3402 50th Street. This resolution corrects the address.

Fiscal Impact

-

Staff/Board Recommending

Rob Allison, Development Services Assistant City Manager

RESOLUTION

WHEREAS, THE City of Lubbock, Texas passed Resolution No. 2009-R0364, September 10, 2009, to approve and grant a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060; and

WHEREAS, the City Council of the City of Lubbock desires to amend Resolution No. 2009-R0364 to correct the address of CVS #7277 to read 3402 50th Street; NOW THEREFORE,

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

THAT the City Council of the City of Lubbock hereby amends Resolution No. 2009-R0364 dated September 10, 2009 to read as follows:

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **CVS #7277, 3402 50th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off-Premise Permit [BQ]**, and 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

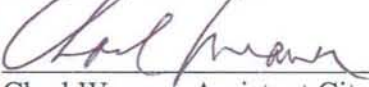
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson,
Director of Planning & Zoning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



Off-Premise Prequalification Packet L-OFF (5/2009)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Permit applicants will also provide this packet to their local newspaper for certification that you have published the required notice. Please contact your local TABC office for more information.

LOCATION INFORMATION

Type of Off-Premise License/Permit

- | | |
|---|--|
| <input checked="" type="checkbox"/> BQ Wine and Beer Retailer's Off-Premise Permit | <input type="checkbox"/> LP Local Distributor's Permit |
| <input type="checkbox"/> BF Beer Retail Dealer's Off-Premise License | <input type="checkbox"/> E Local Cartage Permit |
| <input type="checkbox"/> P Package Store Permit | <input type="checkbox"/> ET Local Cartage Transfer Permit |
| <input type="checkbox"/> Q Wine Only Package Store Permit | <input type="checkbox"/> PS Package Store Tasting Permit |

Indicate Primary Business at this Location

- | | |
|---|--|
| <input type="checkbox"/> Grocery/Market | <input type="checkbox"/> Convenience Store without Gas |
| <input type="checkbox"/> Liquor Store | <input checked="" type="checkbox"/> Miscellaneous Drug Store |
| <input type="checkbox"/> Convenience Store with Gas | |

Trade Name of Location

CVS/Pharmacy #7277

Location Address

3402 50th Street

City	County	State	Zip Code
Lubbock	Lubbock	TX	79413-4002

Mailing Address	City	State	Zip Code
P.O. Box 131098	Houston	TX	77219-1098

Business Phone No.	Alternate Phone No.	E-mail Address
(806) 797 - 4444	(817) 368 - 3858	trigo@geraldfranklinagency.com

OWNER INFORMATION

Type of Owner

- | | | |
|--|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

Entity/Applicant

E.T.B., Inc.

If Applicant is/Who Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
Horne	Allen	K	President /Director
Last Name	First Name	MI	Title Treasurer/ Director Secretary
Neason	Jeffrey	C	
Last Name	First Name	MI	Title
Greer	James	T	Assistant Secretary

MEASUREMENT INFORMATION

Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

Will your business be located within 300 feet of any private/public school? Yes No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

Will your business be located within 1,000 feet of a private school? Yes No

Will your business be located within 1,000 feet of a public school? Yes No

WARNING AND SIGNATURE

If Applicant is/Who Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

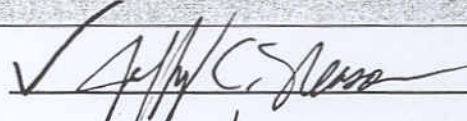
Limited Liability Company/Officer or Manager

Limited Partnership/General Partner

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

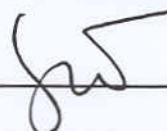
BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

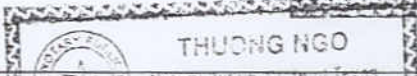
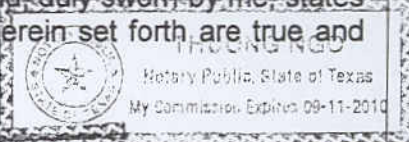
PRINT NAME Jeffrey Clark Neason

SIGN HERE 

TITLE Secretary

Before me, the undersigned authority, on this 4th day of May, 2009 the person whose name is signed to the foregoing application personally appeared and duly sworn by me states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE 
NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____ that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____, TEXAS
City Secretary/Clerk

SEAL

If location can not be certified above, please complete the following:

I hereby certify on this _____ day of _____, 20____, that the location is prohibited by Charter or Ordinance No. _____, in reference to the sale of alcoholic beverages.

SIGN HERE _____, TEXAS
City Secretary/Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- legal sale of all alcoholic beverages for off-premise consumption
- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of mixed beverages
- legal sale of mixed beverages in restaurants by food and beverage certificate holders
- legal sale of wine on the premises of a holder of a winery permit
- legal sale of wine/beer (17%) on-premise or wine/beer off-premise **AFTER** Sept. 1, 1999
- legal sale of wine/beer (14%) on-premise or wine/beer off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE _____ COUNTY
County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this 4th day of May, 2009, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 1-05-0340626-5 Outlet Number 00517

Print Name of Comptroller Employee Frances Hardaway

Print Title of Comptroller Employee E.O. I

SIGN

HERE Frances Hardaway FIELD OFFICE 2431

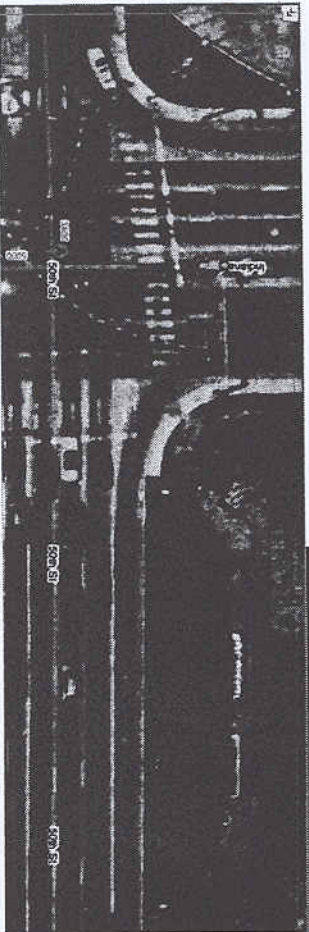
SEAL



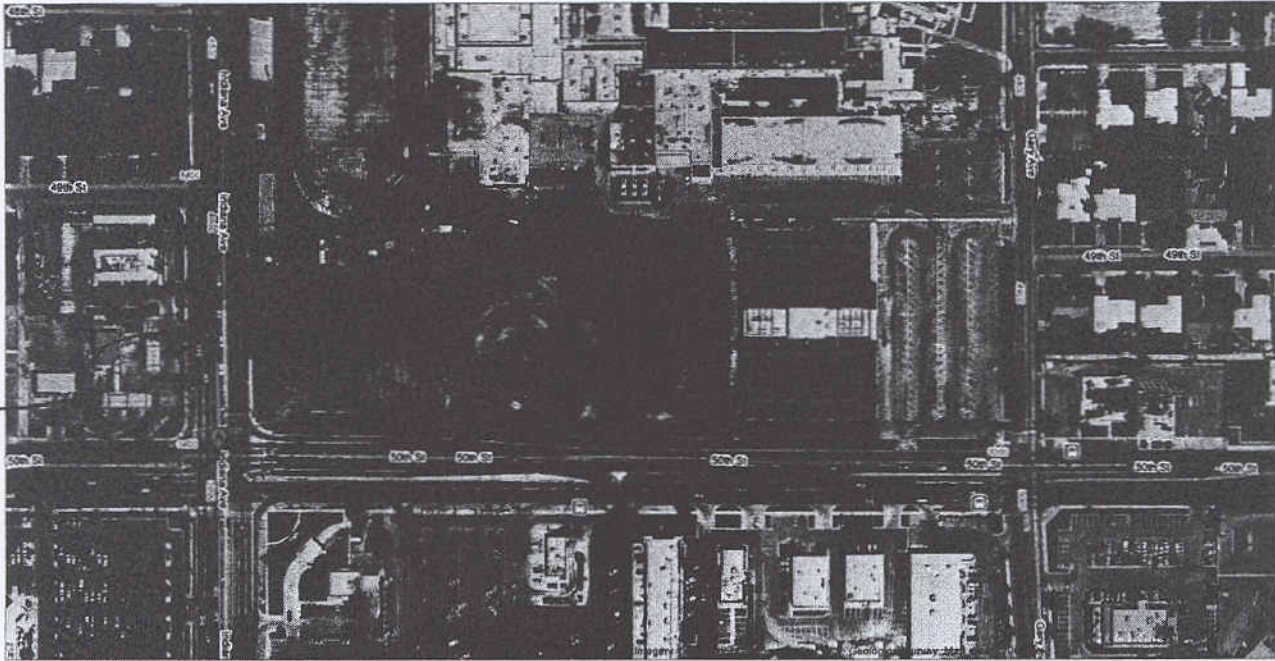
PUBLISHER'S AFFIDAVIT (FOR P & Q)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		

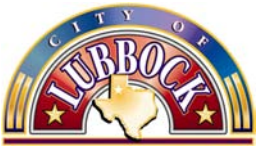
Google maps Address



Google maps Address



CVS



Agenda Item 6.9

Resolution - City Council: Consider a resolution authorizing the City Council to create and appoint members to the Lubbock Bond Advisory Committee.

Item Summary

The Lubbock Bond Advisory Committee will review the expenditure of the City's 2009 general obligation bond proceeds and the progress of the related projects.

Fiscal Impact

-

Staff/Board Recommending

Todd R. Klein, Councilman District 3

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City") desires to establish the Lubbock Bond Advisory Committee to render advice and assist in matters related to the City's bond financed projects; and

WHEREAS, the Lubbock Bond Advisory Committee shall be appointed and serve as set forth below; and

WHEREAS, the goal of the Lubbock Bond Advisory Committee is to review the expenditure of the City's bond proceeds and the progress of the City's 2009 general obligation bond financed projects and to advise and make recommendations to the City Council on such matters; and

WHEREAS, the creation of the Lubbock Bond Advisory Committee is important to ensure timely expenditures of bond proceeds and oversee the City's projects that are financed by bonds; NOW THEREFORE:

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

1. THAT the Lubbock Bond Advisory Committee (the "Committee") is hereby created by the City Council of the City of Lubbock, which shall perform the following duties:

- a. The Committee shall review and make recommendations to the Lubbock City Council regarding the expenditures of funds and proceeds obtained from the City's 2009 general obligation bonds.
- b. The Committee shall review and make recommendations to the Lubbock City Council regarding the progress of the City's 2009 general obligation bond financed projects.

2. THAT the Committee, to consist of seven (7) members, shall be appointed by the Lubbock City Council as follows:

- a. District 1 representative to the Lubbock City Council shall appoint one (1) member to the Committee;
- b. District 2 representative to the Lubbock City Council shall appoint one (1) member to the Committee;
- c. District 3 representative to the Lubbock City Council shall appoint one (1) member to the Committee;
- d. District 4 representative to the Lubbock City Council shall appoint one (1) member to the Committee;
- e. District 5 representative to the Lubbock City Council shall appoint one (1) member to the Committee;

- f. District 6 representative to the Lubbock City Council shall appoint one (1) members to the Committee; and
- g. The Mayor of the City of Lubbock shall appoint one (1) member to the Committee, which shall serve as chairperson of the Committee.

3. THAT the Committee shall meet at times and locations established by a majority of the Committee, as it deems advisable or advantageous. A simple majority of the Committee shall constitute a quorum, and shall be required for any action to be taken by the Committee. All meetings and procedures shall be consistent with the policies of the City of Lubbock concerning Advisory Commissions and Boards.

4. THAT the Committee shall issue a written report to the City Council of the City of Lubbock on a quarterly basis. The Committee shall present such reports to the City Council of the City of Lubbock upon request.

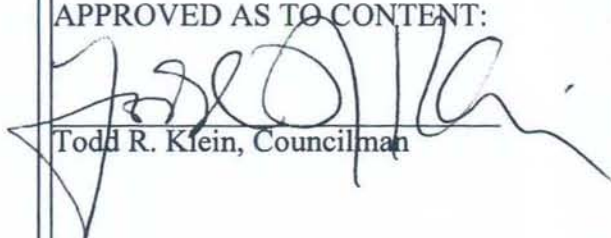
Passed by the City Council this ____ day of _____, 2009.

TOM MARTIN, MAYOR

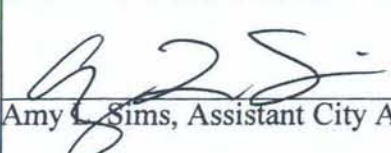
ATTEST:

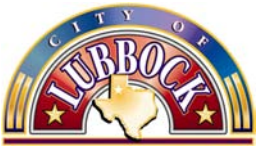
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Todd R. Klein, Councilman

APPROVED AS TO FORM:


Amy L. Sims, Assistant City Attorney



Agenda Item 6.10

Resolution - City Council: Consider a resolution authorizing changes to the attendance policy for City boards and commissions.

Item Summary

Currently, any violation of the Code of Ethics or three consecutive unexcused absences may constitute the need for replacement of a board or commission member. The proposed change to the attendance policy adds that unexcused absences constituting 30 percent of the meetings over a 12-month period from date of appointment may also constitute the need for replacement of the member.

Fiscal Impact

-

Staff/Board Recommending

Todd R. Klein, Councilman District 3

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment of Volume 1 of the City of Lubbock Policies and Procedures Manual entitled "Board and Commissions—Replacement of Members" to provide replacement for members with thirty percent unexcused absences. Said copy of the Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Todd Klein, Council Member

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

BOARD AND COMMISSIONS- REPLACEMENT OF MEMBERS

OBJECTIVE:

To define "excused" and "unexcused" absences; to designate the responsible party of the respective board for monitoring absences; to establish procedures for recording absences, agendas, and minutes of the respective board; to provide for one evening meeting during a quarter of a year time period.

RESPONSIBLE AGENCY:

City Secretary and City Manager's Representative

SERVICE/POLICY

An "excused" absence is defined as follows: being out-of-town for business reasons, illness or emergency (death in the family, hospitalization), jury duty, previous commitments that prevent attendance at specially called meetings on other than the regular scheduled meeting day.

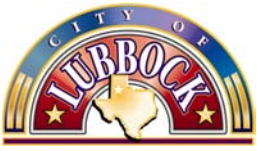
Any other absence would be considered "unexcused."

The following number of absences may constitute the need for replacement of the member: (a) three consecutive unexcused absences or (b) attendance reflecting unexcused absences constituting 30 percent of the meetings over a 12-month period from date of appointment.

Any violation of the Code of Ethics (copy attached) may constitute grounds for the replacement of the Board member.

In the event that a board or commission member violates the above attendance policy, the staff liaison shall notify the City Secretary. The City Secretary will contact the member in writing and ask the board or commission member to make a decision about whether his/her current schedule will allow continued service. The letter will encourage the member to submit a letter of resignation to the City Secretary if the board or commission member feels that his/her schedule will not allow continued service.

Agendas and minutes of each meeting shall be filed promptly with the City Secretary. The attendance of the entire board shall be recorded by the City Secretary and all agendas and minutes shall be placed on microfilm at the end of each calendar year.



Agenda Item 6.11

Board Appointments - City Secretary: Consider one appointment to the Animal Shelter Advisory Committee; one appointment to the Appointments Advisory Board; one appointment to the Building Board of Appeals; five appointments to the Electric Utility Board; one appointment to Lubbock Economic Development Alliance; two appointments to the Market Lubbock Inc, Board of Directors; Five appointments to the Model Codes and Construction Advisory Board; and five appointments to the Planning & Zoning Commission.

Item Summary

Consider one appointment to the Animal Shelter Advisory Committee; one appointment to the Appointments Advisory Board; one appointment to the Building Board of Appeals; five appointments to the Electric Utility Board; one appointment to Lubbock Economic Development Alliance; two appointments to the Market Lubbock Inc, Board of Directors; Five appointments to the Model Codes and Construction Advisory Board; and five appointments to the Planning & Zoning Commission.

Fiscal Impact

-

Staff/Board Recommending

Rebecca Garza, City Secretary