City of Lubbock, Texas
Regular City Council Meeting
Thursday, October 25, 2012

Glen C. Robertson, Mayor
Karen Gibson, Mayor Pro Tem, District 5
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Todd R. Klein, Councilman, District 3
Jim Gerlt, Councilman, District 4
Latrelle Joy, Councilwoman, District 6

Lee Ann Dumbauld, City Manager
Sam Medina, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

3:00 p.m. - City Council convenes in open session, and recesses into Executive Session to consider items 1 through 1.4.

6:15 p.m. - City Council convenes in open session to consider items 2. through 7.1.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Cause 2011-558,674 Robert Heinsch v. City of Lubbock.

1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071(2), to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 2. 1. Advance Funding Agreement with the Texas Department of Transportation for the construction of Slide Road from Marshall Street to U.S. 84.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

1. 3. 1. City Manager

1. 3. 2. City Secretary

1. 3. 2. 1. Deputy City Secretary

1. 3. 3. Presiding Judge of the Municipal Court

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Health & Educational Facilities Development Corporation Board of Directors, and the Planning & Zoning Commission.

2. **Proclamations and Presentations**

2. 1. Invocation by Minister Morgan Stritling, Third Street Church of Christ.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition designating October as Domestic Violence Month.

2. 4. Presentation of a special recognition to Chuck Barron, LP&L Meter Reader for his outstanding service.

2. 5. Presentation of a special recognition designating November 1 - 30, 2012, as National Adoption Month, and recognizing November 16, 2012, as the National Day of Adoption.

2. 6. Airport Board:
Brett Underwood

Appointments Advisory Board:
Keith Patrick

Building Board of Appeals:
Lisa Alexander
Lance Landusky
Robert Wood

Citizens Traffic Commission:
Bill Bates

Model Codes & Construction Advisory Board:
Larry Driskill
Scott Stephens
Rusty Thoma, Jr.

StarCare Board of Trustees:
William Carter

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. Randy Christian will appear before the City Council to discuss the launch of the new American Cancer Society 20 year cancer study.

3. 2. Jason Berryman of Ink Fluence, will appear before the City Council to discuss a variance needed on allowing temporary locations for tattoo business, specifically speaking of Code of Ordinances, Section 8.10.005.

3. 3. Toshia Humphries of Lubbock Full Tilt, will appear before the City Council to discuss a variance needed on allowing temporary locations for tattoo business, specifically speaking of Code of Ordinances, Section 8.10.005.

4. **Minutes**

4. 1. September 27, 2012, Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 5 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments (SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-O0119 Amendment 3 amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction.

5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-O0120 Amendment 4 amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

5. 4. **Resolution - Finance**: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-231, Part 1 Equipment List in the amount of $2,326,899 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.

5. 5. **Resolution - Finance**: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-233, Part 1 Equipment List in the amount of $4,931,100 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.

5. 6. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering**: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

5. 7. **Resolution - City Secretary**: Consider a resolution authorizing the Mayor to execute a contract with the Department of State Health Services (DSHS) for on-line vital statistics services.

5. 8. **Contract Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000302 with Abacus Computers, Inc. for the purchase of a Storage Area Network (SAN), Servers, Enclosure, Controller, and Licenses.

5. 9. **Contract Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 94000001 with M&S Technologies for the purchase of data networking equipment.

5. 10. **Resolution - Telecommunications**: Consider a resolution authorizing the Mayor to execute purchase order contract 33000301 with AT&T Global Services for telephone software and hardware annual maintenance service agreement.

5. 11. **Resolution - Fire Department**: Consider a resolution to authorize the Mayor to execute contract 10984, with the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG) Award.

5. 12. **Resolution - Benefits**: Consider a resolution to authorize the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas.

5. 13. **Resolution - Planning**: Consider a resolution authorizing the Mayor to execute a variance to the applicable provisions of City of Lubbock Ordinance 2009-O0060 at the following location: Capital Pizza of Texas, 2705 26th Street, Lubbock, Texas.

5. 14. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute contract 10985, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).

5. 15. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute contract 10986, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).

5. 16. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute contract 10987, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

5. 17. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10988, and all related documents between, the City of Lubbock and the Lubbock Boys and Girls Clubs from the Community Development Block Grant (CDBG) to fund the Youth Summer Program.

5. 18. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10990, and all related documents between the City of Lubbock and Communities In Schools on the South Plains from the Community Development Block Grant (CDBG) to fund the Champions Program, an in-school program to help youth stay in school.

5. 19. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10991, and all related documents between the City of Lubbock and the Community Health Center of Lubbock from the Community Development Block Grant (CDBG) for dental care services.

5. 20. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10993, and all related documents between the City of Lubbock and Texas Tech University Early Head Start from the Community Development Block Grant (CDBG) to supplement child care services.

5. 21. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10992, and all related documents, between the City of Lubbock and WorkForce Solutions South Plains from the Community Development Block Grant (CDBG) for child care services.

5. 22. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10994, and all related documents, between the City of Lubbock and the Young Women's Christian Association (YWCA) of Lubbock from the Community Development Block Grant (CDBG) for child care services and an educational/recreational program.

5. 23. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10998, and all related documents, between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for emergency shelter operations.

5. 24. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10999, and all related documents, between the City of Lubbock and Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for emergency shelter operations.

5. 25. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10995, and all related documents, between the City of Lubbock and the Salvation Army, a Georgia Corporation, from the Emergency Solutions Grant (ESG) for street outreach, emergency shelter operations (essential services), homeless prevention and rapid re-housing.

5. 26. **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10996, and all related documents, between the City of Lubbock and Women’s Protective Services from the Emergency Solutions Grant (ESG) for emergency shelter essential services.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

6. 2. **Resolution - Finance:** Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

6. 3. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.

6. 5. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3126-A Hold a public hearing to consider a request of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street, and consider an ordinance.

6. 6. **Public Hearing 6:30 p.m. - Planning**: Zone Case 2104-I Hold a public hearing to consider the request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road, and consider an ordinance.

6. 7. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3081-A Hold a public hearing to consider a request of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street, and consider an ordinance.

6. 8. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 6 amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.

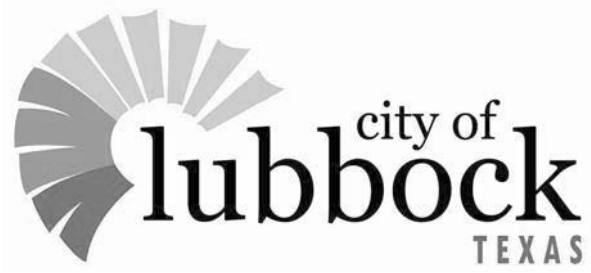
6. 8. 1. **Contract Amendment Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to sign an Advance Funding Agreement with the Texas Department of Transportation for the construction of Slide Road from Marshall Street to U.S. 84.

6. 9. **Resolution - Municipal Court**: Consider a resolution authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.

6. 10. **Board Appointments - City Secretary**: Consider one appointment to the Airport Board, two appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, five appointments to the Health & Educational Facilities Development Corporation Board of Directors, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to Market Lubbock, Inc. Board of Directors, and four appointments to the Planning & Zoning Commission.

7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

7. 1. Possible TXDOT funding of the North University Enhancement Project, including applicable deadlines, MPO approval for project, design contract, and the possibility of extra City Council meetings to meet applicable deadlines.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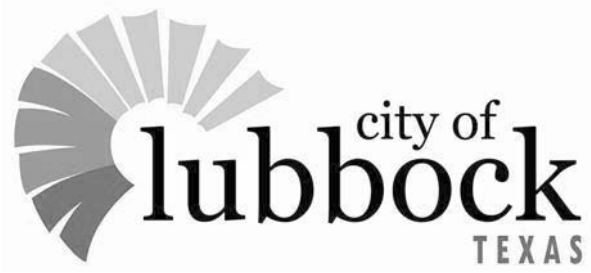
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lubbock
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BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, OCTOBER 25, 2012 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	HEALTH & EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION BOARD OF DIRECTORS	MAYES, JOE	10.13.12	N/A		REPLACE	N/A
			MORRIS, JAMES	10.13.13	N/A		REPLACE	N/A
			TENNER, THOMAS	10.13.12	100%		REAPPOINT	Y
			WARD, MICHAEL	11.10.12	N/A		REPLACE	N/A
			VACANCY				APPOINT	
*	2	PLANNING & ZONING COMMISSION	GARRETT, NANCY	11.01.12	N/A		REPLACE	N/A
			MCKEE, TODD	11.01.12	73%		REAPPOINT	Y
			PATTERSON, TOMMY	11.01.12	80%		REAPPOINT	Y
			WATSON, KEVIN	11.01.12	82%		REAPPOINT	Y

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

City of Lubbock
Board and Commision Recruiting Database

Updated: 10/14/2012

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Spe	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admini	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employed	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manager	Wells Fargo Ba	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains Wa	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

HEALTH / EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	67.0% (4)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	33.0% (2)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	67.0% (4)
Female	51.5%	53.0%	26.8%	33.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	17.0% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	17.0% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	0.0% (0)
District 6	17.2%	19.9%	16.6%	67.0% (4)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

To promote and develop new, expanded or improved health facilities, being any real, personal, or mixed property, or any interest herein, the financing or refinancing of which is found by the Board of Directors of such corporation to be required.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Mayes, Joe (M,A,6)	N/A	N/A	Replace
Morris, James (M,A,3)	N/A	N/A	Replace
Tenner, Thomas (M,A,6)	100%	Y	Reappoint
Ward, Michael (M,AA,6)	N/A	N/A	Replace
Vacancy			

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Joe Mayes, James Morris, and Michael Ward:

Michelle Bair (F,A,6) Texas Tech University
Mamie Dewberry (F,AA,3) Retired Teacher
Dr. Cynthia Dunn (F,A,6) Medical Doctor

HEALTH/EDUCATION FACILITIES – CONTINUED:

To fill Vacancy:

Marlise Hernandez[i] (F,H,0) Law Office of Jorge E. Hernandez

To reappoint Dr. Thomas Tenner

[i] Ms. Hernandez selected Airport Board, Citizens Traffic Commission, Civil Service Commission, Keep Lubbock Beautiful Advisory Committee, Park & Recreation Board, and Museum & Arts Sub-Committee as preferences.

SCANNED

RECEIVED
OCT 1 2012
CITY SECRETARY
LUBBOCK, TEXAS

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name: HERNANDEZ, MARLISE
(Last, First, MI) Nickname

Home Address: 8608 Colton City/Zip: Lubbock / 79424

Cell Phone: (806) 535-7158 Home E-mail: MARLISEAHERNANDEZ@GMAIL.COM

Home Phone: _____ Resident of Lubbock 29 years Registered Voter: X Yes ____ No

Occupation: LAWYER Business E-mail: _____

Business Name: LAW OFFICES OF JORGE E. HERNANDEZ Business Phone: (806) 765-7767

Business Address: 2022 BROADWAY City/Zip: LUBBOCK, 79401

Fax: (806) 763-5574

Demographics (Please answer the following questions to enable the City and Volunteer Center to maintain balance and equal representation on boards/commissions/agencies):

Ethnic Background: Anglo ____ Hispanic X African American ____ Other ____

Gender: ~~Male~~ ____ Female X

Age: (circle one) (18-29) 30-39 40-49 50-59 60+

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

Please list any prior service on a Board and/or Commission for the City of Lubbock:

Please indicate your first through sixth preferences below using the number beside the boards/commissions. If you would like a brief description of the functions of the boards/commissions/agencies listed, please call the City Secretary's office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commissions are authorized to make binding decisions on behalf of the City. If you have no preference, indicate with "X" here: _____.

BOARD PREFERENCES (See page 2 for outside agency boards): 1 1 2 9 3 11 4 50 5 31 6 110

ADVISORY BOARDS AND COMMISSIONS

1 Airport Board
82 Animal Shelter Advisory Committee
53 Appointments Advisory Board
93 Audit Committee
18 Board of Health
6 Building Board of Appeals (OC)
9 Citizens Traffic Commission
11 Civil Service Commission (OC)
13 Community Development & Services Board
111 Cultural Art Grant Review Sub-Committee
105 Electric Utility Board (OC)
107 Junked Vehicle Compliance Board (OC)
50 Keep Lubbock Beautiful Advisory Committee
117 Lake Alan Henry Board of Appeals (OC)
26 Libraries Board
98 Lubbock Water Advisory Commission
114 Model Codes & Construction Advisory Board
110 Museum & Arts Sub-Committee
31 Park & Recreation Board
32 Permit & License Appeal Board (OC)
33 Planning & Zoning Commission (OC)
40 Public Transit Advisory Board
22 Structural Standards Commission (OC)
42 Urban Design/Historic Preservation Commission (OC)
30 Urban Renewal/Neighborhood Redevelopment (OC)
103 Water Board of Appeals (OC)
45 Zoning Board of Adjustment (OC)

After completing both sides, please return this form to: Office of the City Secretary, P.O. Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

7 Canadian River Municipal Water Authority
80 Central Business District TIF
10 Civic Lubbock, Inc Board of Directors
17 Emergency Communications District Board
19 Health/Educational Facilities Dev. Corp.
119 High Plains Diversified Energy Corp. Board
20 Housing Authority Board of Directors
21 Housing Finance Corp. Board of Directors
2 Joint Airport Zoning Board
124 Lubbock Business Park TIF
104 Lubbock Economic Development Alliance, Inc
68 Market Lubbock Economic Development Corp.
29 MHMR Board of Trustees
72 National Windmill Project, Inc.
81 North Overton TIF District
125 North Point PID Advisory Board
70 Reese Redevelopment Authority
55 West Texas Municipal Power Agency Board
128 Willow Bend PID Advisory Board

Is there any reason you might have a conflict of interest as a result of your service on any of the boards/commissions/agencies on which you have requested to serve? ____ YES __X__ NO
If Yes, please explain: _____

PERSONAL AND PROFESSIONAL REFERENCES: (Please give names and phone numbers).

1. WILL BOYLES: (806) 535-7562
2. JORGE HERNANDEZ: (806) 765-7757
3. THE HONORABLE ROBERT DOTY: 776-7462

VOLUNTEER CENTER
The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

Check no more than five:

____ Aging (1810)	____ Emergency Assistance (1500)	____ Mental Retardation (1827)
____ AIDS (1846)	____ Employment Job Training (1308)	____ Museum (1719)
____ Alcohol Abuse (2903)	____ Environment (1600)	____ Physically Handicapped (2109)
____ Animals	____ Family Services (2911)	__X__ Recreation (2600)
__X__ Arts & Drama (1700)	____ Health (1800)	____ Sexual Abuse (2920)
____ Child Abuse (2906)	____ Hearing Impaired (2109)	____ Spousal Abuse (2931)
____ Child Care (1406)	____ Homelessness (2932)	__X__ Symphony (1729)
____ Community Planning (1100)	____ Hospice/Terminally Ill (1818)	__X__ Theater (1701)
____ Crime (1106)	____ Housing (2910)	____ Visually Impaired (2109)
____ Dance (1711)	____ Illiteracy (1420)	____ Women's Issues (2925)
____ Drug Abuse (2903)	____ Legal Assistance (2113)	____ Youth/Teen (2926)
__X__ Education (1400)	____ Mental Health (1826)	____ Other _____

I agree to have my name entered in (check either or both):
____ The City of Lubbock Board/Commissions/Agency Database
____ The Volunteer Center of Lubbock Agency Board Bank

I was referred by: MICHAEL CALVILLO Jordan Hernandez
(your signature)

This form can be accessed on the City's website: www.mylubbock.us. Click on "Boards and Commissions".
Revised November 2011

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Health/Educational Facilities Development Corp

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1010		Dewberry	Mamie	F	AA			Retired Teacher		3
0601		Schneider	James	M	A	S	50-59	Licensed Professional Cou	Covenant Health Syste	5
0810		Vaughn	Zane	M	A		18-29	Attorney	McCleskey, Harriger, Br	5
Second Preference:										
1005		Bair	Michelle	F	A		30-39	Administration	Texas Tech University	6
0907		Coppola	Martin	M	A		40-49	Associate Professor & Pro	Texas Tech HSC	5
0412	X	Ho	"Peter"	M	O	NW	40-49	Ophthamologist	Lubbock Eye Clinic	6
0510		Johnson	James	M	A	S	30-39	Hospital Administrator	University Medical Cent	5
0701		Oswalt	Lori	F	A		40-49	Program Director	Covenant	4
1209		Thomas	Ollie	M	AA		18-29	Human Resources	Walgreen Company	3
Third Preference:										
0212		Dunn	Cynthia	F	A		40-49	Medical Doctor	Women's Health Assoc	6
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
Fourth Preference:										
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
Fifth Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
Sixth Preference:										
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4

Committee #19 Health/Educational Facilities Development Corp

Perm./Temp. Board: P

	Confidential	Home	Business		Reappt Elig.
Mayes	*	4422 10th St	Private Practice 4601 50th St #206	Curr: 10/13/2006 - 10/13/2012 2nd: 10/13/2000 - 10/13/2006	Y
Dr. Joe		Lubbock TX 79416	Lubbock TX 79414	1st: - 10/13/2000	
	*	(806) 798-2285	(806) 792-8116	Fax:	
E-mail					
Morris	*	3001 20th St	Retired 1500 Broadway Ste 1101	Curr: 10/13/2007 - 10/13/2013 2nd: 10/13/2001 - 10/13/2007	Y
Dr. James		Lubbock TX 79410	Lubbock TX 79401	1st: -	
	*	(806) 795-3533	(806) 765-5797	Fax:	
E-mail					
Rice-Spearman		4514 9th St	TTUHSC 3601 4th St, 2B181	Curr: 4/1/2008 - 10/13/2013 2nd: -	Y
Ms. Lori		Lubbock TX 79416	Lubbock TX 79430	1st: -	
		(806) 792-6192	(806) 743-3255	Fax: (806) 743-3249	
E-mail					
Tenner , Jr.	*	5103 Amherst St	TTUHSC 3601 4th St	Curr: 10/13/2006 - 10/13/2012 2nd: -	Y
Dr. Thomas		Lubbock TX 79416	Lubbock TX 79430	1st: 10/13/2000 - 10/13/2006	
	*	(806) 799-0016	(806) 743-2425	Fax:	
E-mail					
Thompson		4902 Lehigh Street	LISD 1628 19th St	Curr: 1/14/2010 - 1/14/2016 2nd: 1/14/2004 - 1/14/2010	Y
Ms. Carolyn		Lubbock TX 79416	Lubbock TX 79401	1st: 2/13/2003 - 1/14/2004	
		(806) 762-8978	(806) 766-1134	Fax:	
E-mail ckthompson@lubbock.k12.tx.u					
Ward	*	4606 15th St		Curr: 11/10/2006 - 11/10/2012 2nd: 11/10/2000 - 11/10/2006	Y
Dr. Michael		Lubbock TX 79416		1st: - 11/10/2000	
	*	(806) 788-0391		Fax:	
E-mail					

Chair/Pres:	Joe H. Mayes, DDS	**Staff Liaison:**	Chelsea Pigg
Vice Chair/V.P.:		**Term:**	6 Years or less
Sec./Treasurer:	James Morris, MD	**Ex-Officio Mbr.:**	Don Dennis

Legal entity - No limit to number of reappointments. Term expirations corrected based on entity's by-laws.

* REFER REQUESTS FOR BOARD ROSTER TO DON DENNIS.

*** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** **Last Update:** 12/22/2009

PLANNING AND ZONING COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	22.2% (2)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	88.9% (8)
Female	51.5%	53.0%	26.8%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	44.4% (4)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Advisory board with Officer of the City status advises the City Council on zone changes and other matters that affect the growth and development of the community.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Garrett, Nancy (F,A,4)	N/A	N/A	Replace
McKee, Todd (M,A,5)	73%	Y	Reappoint
Patterson, Tommy (M,A,1)	80%	Y	Reappoint
Watson, Kevin (M,A,4)	82%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Nancy Garrett:
Dan Wilson (M,A,5) Dan Wilson Homes

To reappoint Todd McKee, Tommy Patterson, and Kevin Watson

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Planning and Zoning Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Grou	3
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
1011		Wilson	Dan	M	A		50-59	Home Builder	Dan Wilson Homes	5
Second Preference:										
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5
Third Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Grou	6
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0908		Franklin	Johnny	M	A		50-59	Retired		5
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
1206		Wagner	Catherine	F	A		60+	Retired		5
Fourth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Fifth Preference:										
1208		Gonzales	Armando	M	H		50-59			2
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
Sixth Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
0809		Strebeck	Jordan	M	A			Financial Planning	Evensky & Katz Wealth	6
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4

Committee #33 Planning and Zoning Commission

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
Curry **Mr. Ryan**	Y	*5703 86th Street* *Lubbock TX 79424*	*City Bank Texas* *611 University Avenue* *Lubbock TX 79408*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* 11/1/2009 - 11/1/2011	*Y*
	Y	*(806) 368-3403* *CEL*	*(806) 687-2265*	*Fax:* *(806) 687-6031*	
E-mail *rcurry@citybanktexas.com*					
Garrett **Ms. Nancy**	N	*4010 95th Street* *Lubbock TX 79423*	*Greg Garrett GMAC Real Estat* *6502 Slide Road* *Lubbock TX 79424*	*Curr:* 11/1/2010 - 11/1/2012 *2nd:* - *1st:* 11/7/2008 - 11/1/2010	*Y*
	N	*(806) 792-0979* *(806) 438-0181* *CEL*	*(806) 792-0073*	*Fax:* *(806) 792-0650*	
E-mail *hhsma@aol.com*					
Hicks **Mr. Michael**		*6110 98th Street* *Lubbock TX 79424* *mike.hicks@mac.com*	*Mullin Hoard & Brown* *1500 Broadway, Suite 700* *Lubbock TX 79401*	*Curr:* 8/23/2012 - 11/1/2013 *2nd:* - *1st:* -	*Y*
		(806) 797-4578 *(806) 239-0806* *CEL*	*(806) 765-7491*	*Fax:* *(806) 765-0553*	
E-mail *mhicks@mhba.com*					
Horkey **Mr. Rice**	Y	*4004 111th Street* *Lubbock TX 79423*	*West Texas Subways* *1001 East Slaton Highway, Bld* *Lubbock TX 79404*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* 11/1/2009 - 11/1/2011	*Y*
	Y	*(806) 794-0553* *CEL*	*(806) 771-0616*	*Fax:*	
E-mail *rice@wtsubway.com*					
McKee **Mr. Todd**	Y	*5617 85th St* *Lubbock TX 79424*	*Peoples Bank* *5820 82nd St* *Lubbock TX 79424*	*Curr:* 11/1/2010 - 11/1/2012 *2nd:* - *1st:* 11/7/2008 - 11/1/2010	*Y*
	Y	*(806) 794-7200* *CEL*	*(806) 794-0044*	*Fax:* *(806) 794-9262*	
E-mail *tmckee@peoplesbanktexas.co*					

Chair/Pres:	Clay Condra	**Staff Liaison:**	Randy Henson
Vice Chair/V.P.:	Jeffery Lowry	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	City Engineer; Director of Planning

3 2-yr terms for members; 4 2-yr terms for Chair; ref Resolution #5203

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

Committee #33 Planning and Zoning Commission

Perm./Temp. Board: **P**

	Confidential	***Home***	***Business***		*Reappt Elig.*
				Curr: 11/1/2010 - 11/1/2012	*Y*
Patterson	N	*3205 Canyon Road*		*2nd:* -	
Mr. Tommy		*Lubbock TX 79403*		*1st:* -	
	N	*(806) 765-7069*		*Fax:*	
		(806) 786-2606 CEL			
E-mail ***tepatterson@suddenlink.net***					
			Ki Corp	*Curr:* 11/1/2011 - 11/1/2013	
Renteria	Y	*2131 52nd St*	*1001 Main, Ste 401*	*2nd:* -	
Mr. Tony		*Lubbock TX 79412*	*Lubbock TX 79401*	*1st:* -	
	N				
	Y		*(806) 767-9500*	*Fax:* *(806) 767-1501*	
	N	*(806) 470-3400 CEL*			
E-mail					
			Turner & Jordan, P.C.	*Curr:* 11/1/2011 - 11/1/2013	*Y*
Turner	N	*3806 64th Drive*	*2001 Broadway St.*	*2nd:* -	
Mr. Tommy		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* -	
	Y				
	N	*(806) 796-2347*	*(806) 763-3661*	*Fax:* *(806) 741-1396*	
	N	*CEL*			
E-mail ***tturnerlaw@gmail.com***					
			State Farm Insurance	*Curr:* 11/1/2010 - 11/1/2012	*Y*
Watson	N	*10401 Lynnhaven Place*	*3524 34th Street*	*2nd:* -	
Mr. Kevin		*Lubbock TX 79423*	*Lubbock TX 79410*	*1st:* -	
	N	*(806) 470-4077*	*(806) 797-3329*	*Fax:*	
		CEL			
E-mail ***kwatson@kevinwatsoninsuran***					

Chair/Pres:	Clay Condra	**Staff Liaison:**	Randy Henson
Vice Chair/V.P.:	Jeffery Lowry	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	City Engineer; Director of Planning

3 2-yr terms for members; 4 2-yr terms for Chair; ref Resolution #5203

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 27, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of September, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

3:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; 3.1-3.2; Citizen Comments (2.1-2.2); Sign-ups (2.3); 3.3-3.4; 4.1; 5.1.1-5.1.2; 5.1.4; 5.3; 5.5-5.8; 5.11; 5.15; 5.18; 5.20-5.22; 5.1; 6.9; 5.1.3; 5.2; 5.4; 5.9-5.10; 5.12-5.14; 5.16-5.17; 5.19; 6.1-6.8; and 6.10-6.14*
- *Item 7.1 was postponed indefinitely.*

1. Executive Session

The meeting was called into a closed public session at 3:01 p.m. under the provisions of Section 551, Texas Government Code. City Council recessed at 5:15 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. West Texas Gas, Inc.; WTG Gas Marketing, Inc., and all affiliates.

1. 1. 2. NTS Communications, Inc.

1. 1. 3. Civil Action #5:11-CV-116-J in the United States District Court for the Northern District of Texas Lubbock Division, Campbell vs. Lewis, Simpson and the City of Lubbock, Texas.

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

1. 2. 1. Public Works Wastewater.

1. 2. 2. Property description Block O, Section 3, Tract M.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, and StarCare Board of Trustees.

5:15 P.M. CITY COUNCIL RECESSED TO ATTEND THE WEST TEXAS WALK OF FAME INDUCTION CEREMONY

6:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

2. 1. Maggie Trejo will appear before the City Council to discuss the transfer of bond money from one district to another.

Maggie Trejo appeared before Council to speak in support of item 6.9 (Budget Amendment Ordinance).

2. 2. Maurice Stanley will appear before the City Council to discuss funding sources for long-term maintenance of streets and facilities.

Maurice Stanley appeared before Council to discuss street maintenance.

2. 3. **Sign-ups:**

- Debbie Bartholemew appeared before Council to speak about issues regarding her deceased mother.
- LeEarl Bryant appeared before Council to discuss historical structures and property value.
- Epifanio Aguirre; Angela Hightower; Lala Chavez; and Gretchen Scott, Treasurer of the Lubbock Heritage Society, appeared before Council to speak in support of item 6.9 (Budget Amendment Ordinance).
- Jay Leeson appeared before Council to discuss various city issues.
- Burley Owen appeared before Council to discuss Economic Development and LEDA (Lubbock Economic Development Alliance).

3. **Proclamations and Presentations**

3. 1. Invocation by Senior Pastor Raif Turner, Lakeridge Baptist Church.

Senior Pastor Raif Turner, Lakeridge Baptist Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a special recognition designating October 7-13, 2012 as Mental Illness Awareness Week.

Mayor Robertson presented special recognition to Dr. Thomas McGovern, Texas Tech University School of Medicine; and Dr. David Gibson, President of the National Alliance on Mental Illness (NAMI), designating October 7 - 13, 2012, as Mental Illness Awareness Week. Dr. McGovern and Dr. Gibson both gave comments on the importance of mental illness awareness and expressed their gratitude to the City Council and Lubbock community.

3. 4. **Appointments Advisory Board:**
Michael Calvillo
Norma Johnson (unable to attend)

Central Business District TIF Reinvestment Board of Directors:
Daniel Pope (unable to attend)

Keep Lubbock Beautiful Advisory Committee:
Marie Meyer (unable to attend)

Lake Alan Henry Board of Appeals:
Ronald Moose (unable to attend)

Permit & License Appeal Board:
Jeffery Lowry (unable to attend)

Planning & Zoning Commission:
Michael Hicks - Council Member Latrelle Joy presented the recognition to Mr. Hicks.

4. Minutes

4. 1. August 23, 2012 Regular City Council Meeting
August 30, 2012 Special City Council Meeting

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve the August 23, 2012 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve the August 30, 2012 Special City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1.1-5.1.2; 5.1.4; 5.3; 5.5-5.8; 5.11; 5.15; 5.18; and 5.20-5.22.

Vote: 7 - 0 Motion carried

5. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance 2012-O0103, Amendment 24, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Driving While Intoxicated (DWI) and Speed (Comprehensive) Selective Traffic Enforcement Program (STEP), Grant 86040; accept and appropriate additional funds from the Texas State Library and Archives Commission (TSLAC) for the Library System Operation Grant, Grant NO. 83061; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant 82047; accept and appropriate additional funding from the Federal Transit Administration (FTA) for the FY 2012 Section 5307 Grant, Grant 88020; and reduce funding from the FTA for the FY 2010 Section 5307 Grant, Grant 88002; and amend the Transit Fund, Fund 271, by increasing revenues and expenditures, and respecting Special Revenue Fund 174, Cable Services Fund.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0103.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 1. 1. Contract Resolution - Police: Resolution No. 2012-R0352 authorizing the Mayor to execute contract 10890 for the Selective Traffic Enforcement Program (STEP) Single Year 2013 Comprehensive Grant Agreement by and between the City of Lubbock and Texas Department of Transportation (TXDOT), and all related documents.

5. 1. 2. Resolution - Library : Resolution No. 2012-R0353 authorizing the Mayor to execute Amendment 2 of the Library System Operation Grant from the Texas State Library and Archives Commission (TSLAC).

5. 1. 3. Resolution - Community Development : Resolution No. 2012-R0363 authorizing the Mayor to execute contract 10690, an Amendment to contract 61120001291, for 2012 funding and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0363.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 1. 4. Resolution - Transit : Resolution No. 2012-R0354 authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

5. 2. Budget Ordinance Amendment 1st Reading - Finance : Ordinance No. 2012-O0108, Amendment 25, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Grant No. 82048; and accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5304 Planning Grant.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0108.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 3. Ordinance 2nd Reading - Finance : Ordinance No. 2012-O0104 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, and 2011-O0082 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide Public Improvements for the District.

5. 4. Lease Agreement Resolution- Public Works Water Treatment: Resolution No. 2012-R0364 authorizing the Mayor to sign contract 10911 for an agreement between the City of Lubbock and Verizon Wireless to lease City property located at 3412 50th Street.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0364.

Vote: 7 - 0 Motion carried

5. 5. Resolution - Public Works Engineering : Resolution No. 2012-R0355 authorizing the Mayor to execute eight underground utility easements with Atmos Energy Corporation regarding the 98th Street Sanitary Sewer Line Remediation Project.

5. 6. Contract Resolution - Public Works Traffic Engineering : Resolution No. 2012-R0356 authorizing the Mayor to execute contract 10908 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO's Congestion Management Plan.

5. 7. Contract Resolution - GIS and Data Services : Resolution No. 2012-R0357 authorizing the Mayor to execute contract 10954 with the Lubbock Metropolitan Planning Organization (LMPO) for geographic and demographic data collection, analysis, and mapping services.

5. 8. Ordinance 1st Reading – Right-of-Way : Ordinance No. 2012-O0106 abandoning and closing four portions of a 10-foot water line easement located in Tract A, Q19 Addition to the City of Lubbock, located at 4401 19th Street.

5. 9. Ordinance 1st Reading – Right-of-Way : Ordinance No. 2012-O0109 abandoning and closing an alley in Block 213, Original Town of Lubbock, 1702 Texas Avenue.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0109.

Vote: 7 - 0 Motion carried

5. 10. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0105 abandoning and closing a 15.6-foot wide alley in Green-Hankins Addition, a Subdivision of Block 11, Roberts and McWhorter Addition, 313 Vernon Avenue.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0105.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 11. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0102 abandoning and closing two 15-foot access easements located in Tract C, Milwaukee Business Park Addition, and Block AK, Section 35, 6202 Milwaukee Avenue.

5. 12. **Contract Resolution - Parks and Recreation** : Resolution No. 2012-R0365 authorizing the Mayor to execute a purchase order contract 90500013 with CXT Incorporated, an L.B. Foster Company, of Spokane Valley, Washington, for the purchase of two CXT pre-cast buildings.

Randy Truesdell, Director of Parks and Recreation, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2012-R0365.

Vote: 7 - 0 Motion carried

5. 13. **Contract Resolution - Parks and Recreation** : Resolution No. 2012-R0366 authorizing the Mayor to execute Job Order Contract 12-10918-JOC with Talon/LPE of Amarillo, Texas, for site work for two pre-cast CXT buildings for Berl Huffman Complex and Mackenzie Park.

Randy Truesdell, Director of Parks and Recreation, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2012-R0366.

Vote: 7 - 0 Motion carried

5. 14. **Contract Resolution - Parks and Recreation** : Resolution No. 2012-R0367 authorizing the Mayor to execute purchase order contract 90500014 with Exerplay, Inc. of Cedar Crest, New Mexico for the purchase of playground structures.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0367.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 15. **Resolution - Parks and Recreation** : Resolution No. 2012-R0358 authorizing the Mayor to execute contract 10835, a shared parking agreement with Grace Presbyterian Church.

5. 16. **Contract Resolution - Fleet** : Resolution No. 2012-R0368 authorizing the Mayor to execute a firm fixed price fuel Contract 10642 for bulk unleaded gasoline and bulk diesel fuel to be delivered to the City of Lubbock and Citibus for a two-year term, RFP 12-10642-MA.

Lee Ann Dumbauld, City Manager; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0368.

Vote: 7 - 0 Motion carried

5. 17. **Resolution - Community Development** : Resolution No. 2012-R0369 authorizing the Mayor to execute contract 9264, an amendment to a Community Development funding contract with the North and East Lubbock Community Development Corporation (NELCDC), to extend the Down Payment Closing Cost Program.

Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0369.

Vote: 7 - 0 Motion carried

5. 18. **Resolution - Community Development** : Resolution No. 2012-R0359 authorizing the Mayor to execute contract 10567, an amendment to a Community Development funding contract with the Salvation Army for the Emergency Solutions Grant (ESG) for rapid re-housing of homeless individuals and families by providing assistance with rent, utilities, relocation, and stabilization services.

5. 19. **Resolution - Community Development** : Resolution No. 2012-R0370 authorizing the Mayor to approve the donation of a vacant Urban Renewal lot to the New Construction Program, as HOME Match to further affordable housing, for a new single-family residence to be constructed at 210 and 212 Avenue S, designated as Parcel 087500-28-5 & 6, being legally described as the South 30 feet of Lot 5 and the North 30 feet of Lot 6, Beck Subdivision of Block 28 of the Roberts & McWhorter Addition to the City of Lubbock, Lubbock County, Texas.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0370.

Vote: 7 - 0 Motion carried

5. 20. **Contract Resolution - Facilities** : Resolution No. 2012-R0360 authorizing the Mayor to execute contract 10915 with ThyssenKrupp Elevator for an upgrade to the passenger elevator at Mahon Library.

5. 21. **Resolution - Technology** : Resolution No. 2012-R0361 authorizing the Mayor to execute purchase order Contract 33000284 with SHI Government Solutions for the renewal of the Novell Software maintenance licenses and purchase of additional licenses.

5. 22. **Resolution - City Secretary** : Resolution No. 2012-R0362 confirming the City Manager's appointment of Vickie Bennett to the Civil Service Commission.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0110, Zone Case No. 3185 request of AMD Engineering, LLC, on behalf of XNO, LLC, for a zoning change from R-1 to C-3 Specific Use for a wholesale/retail store on 20.21 acres of land located in Block AK, Section 44, Northwest corner of West Loop 289 and 34th Street, and to consider an ordinance.

Randy Henson, Director of Planning, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 7:58 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:59 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-O0110.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0111, Zone Case No. 3186 request of Bobby Dalton Jr., for a zoning change from T to IHC for an auto repair shop on .491 acres of unplatted land out of Block E2, Section 24, 11908 Slide Road, and to consider an ordinance.

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0111.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0112, Zone Case No. 3187 request of Hugo Reed and Associates, Inc., on behalf of Happy State Bank, for a zoning change from R-1 and T to C-3 for commercial development on 5.384 acres of land out of Block E2, Section 16, South of 98th Street and West of Quaker Avenue, and to consider an ordinance..

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0112.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0113, Zone Case No. 3188 request of Joseph Reed, on behalf of Church on the Rock, for a zoning change from T to A-2 limited to a church and church-related uses on Tract A, Church on the Rock Addition and approximately .9 acres of unplatted land, 10503 Slide Road, and to consider an ordinance.

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0113.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0114, Zone Case No. 3047-D request of Stellar Development Company, on behalf of Stellar Land Company, for a zoning change from R-1 Specific Use to GO for a garden office park and one tract to AM Specific Use for a bank on 7.8 acres of land out of Block E2, Section 23, Northwest corner of 122nd Street and Quaker Avenue, and to consider an ordinance..

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0114.

Vote: 7 - 0 Motion carried

6. 6. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0115, Zone Case No. 3190 request of Bobby Beale, P.E., on behalf of Lubbock Windmill Real Estate, LLC, for a zoning change from R-1 to IHC on 4.437 acres of unplatted land out of Block AK, Section 30 (6542 82nd Street) and to consider an ordinance.

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0115.

Vote: 7 - 0 Motion carried

6. 7. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0116, Zone Case No. 3145-C request of the City of Lubbock for a zoning change from M-1 to IHI on Lots 11 through 20, Block 73, Original Town Addition, West of Avenue G, between 8th Street and 9th Street, and to consider an ordinance.

Drew Paxton, Senior Planner, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:03 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:03 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-O0116.

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Planning** : Resolution No. 2012-R0371 approving and granting a variance from the applicable 300-foot minimum distance from public schools provision of City of Lubbock Ordinance 2009-O0060, for Noodles and Company, a business requesting an on-premise alcoholic beverage permit for the business space, located at 1003 University, between 10th Street and Main Street on University.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0371.

Vote: 6 - 1 Motion carried

NAY: Council Member Jim Gerlt

6. 9. **Budget Ordinance 1st Reading Amendment - Councilman Victor Hernandez** : Ordinance No. 2012-O0107, Amendment 1, amending the Adopted FY 2012-13 Budget respecting the General Capital Project Fund by amending Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, and by amending Capital Improvement Project 92287, Llano Esacado Lake (Lake #2).

Councilman Victor Hernandez gave a presentation and answered questions from Council.

The question was divided as follows:

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0107 to include the following:

- to amend Capital Improvement Project 92217, 34th Street Reconstruction, Indiana Avenue to Avenue Q, by reducing the funding, $765,978, from $21,490,978, to $20,725,000, and amend Capital Improvement Project 92281, by increasing funding by $765,978 from zero to $765,978 by changing/revising the scope of the project to include project scope – construct street improvements on North University Avenue, including drainage, curbs, gutters, landscaping and sidewalks, curb ramps, utility line relocation, traffic signalization, and acquisition of land right-of-ways and street lighting. Project justification – develop North University Avenue from the North Frontage Road of the Marsha Sharp Freeway to Clovis Road as a modern business district with a business façade, color symbols, landscaping, graphics, flags, and entry gateways reflecting an International Hispanic influence.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0107 to include the following:

- to amend Capital Improvement Project 92287, by revising the scope of the project to include improvements in the Buddy Holly Recreation Area located at North University and Cesar Chavez Boulevard based on the 2003 Fiesta Master Plan. The scope includes the evaluation and renovation of the existing Landwer House, including irrigation and landscaping as identified in the 2003 Fiesta Plaza Master Plan, specifically by shifting the use of $414,169 from the construction of a pavilion to the evaluation and renovation of the existing Landwer House.

Vote: 7 - 0 Motion carried

6. 10. **Budget Ordinance Amendment 1st Reading - Councilwoman Latrelle Joy** : Ordinance No. 2012-O0117, Amendment 2, amending the Adopted FY 2012-13 budget respecting General Fund by adding three positions to position control, appropriation of additional sales tax revenue, and amend the payroll and benefits in Internal Audit and City Council office.

Council Member Latrelle Joy; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-O0117.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson

6. 11. **Budget Ordinance Amendment 1st Reading - Councilwoman Karen Gibson:** Ordinance No. 2012-O0118 amending Ordinance No. O0100 regarding the FY 2012-13 Budget as it relates to providing for Council approval of certain positions; providing for filing of this amendment; and providing for a savings clause.

Mayor Pro Tem Karen Gibson gave comments and and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0118.

Vote: 7 - 0 Motion carried

6. 12. **Resolution - Finance** : Resolution No. 2012-R0372 authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0372.

Vote: 7 - 0 Motion carried

6. 13. **Resolution - Finance** : Resolution No. 2012-R0373 expressing intent to finance expenditures to be incurred for various projects and equipment approved by the City Council in the FY 2012-13 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued in a subsequent period.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0373.

Vote: 7 - 0 Motion carried

6. 14. **Board Appointments - City Secretary** : Consider four appointments to the Airport Board, two appointments to the Appointments Advisory Board, three appointments to the Building Board of Appeals, one appointment to the Citizens Traffic Commission, five appointments to the Model Codes & Construction Advisory Board, and one appointment to the StarCare Board of Trustees.

Airport Board: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Mark Piercy.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to reappoint Margaret Randale and Bill Young.

Vote: 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson, to appoint Brett Underwood.

Vote: 7 - 0 Motion carried

Appointments Advisory Board: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Keith Patrick. The additional District 3 position will be held.

Vote: 7 - 0 Motion carried

Building Board of Appeals: Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy, to appoint Lisa Alexander.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price, to appoint Robert Wood.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price, to appoint Lance Landusky.

Vote: 7 - 0 Motion carried

Citizens Traffic Commission: Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Bill Bates.

Vote: 7 - 0 Motion carried

Model Codes & Construction Advisory Board: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint Scott Stephens.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Larry Driskill.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Rusty Thoma, Jr.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council member Latrelle Joy, to reappoint Cyril Reasoner and Dr. Berhl Robertson.

Vote: 7 - 0 Motion carried

Starcare board of Trustees: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint William Carter.

Vote: 7 - 0 Motion carried

7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

7. 1. Discussion of the duties, responsibilities and City oversight of Market Lubbock, Inc. and Lubbock Economic Development Alliance (LEDA), including statutory, contractual and budgetary issues.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to postpone indefinitely.

Vote: 7 - 0 Motion carried

8:48 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **5. 1.**

Meeting Date: 10/25/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 5 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments (SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.

Item Summary

I. Accept and appropriate $34,360 from SPAG for the Regional Solid Waste Grants Program. The grant will provide the funding for the purchase of equipment for the two new Recycling Drop-off Center and Citizen Convenience Stations.

A new Recycling Drop-off Center and Citizen Convenience Station is being construction in Southwest Lubbock and the Elmwood Recycling Drop-off Center and Citizen Convenience Station is being relocated to a new site in Northwest Lubbock. SPAG allowed the entire cost of the project to be considered as the City's cash match.

II. Accept and appropriate $28,079 from TxDOT for the Teaching Kids to Be Street Smart Grant. The grant funds programs at Safety City to educate school age children about pedestrian, bicycle, and traffic safety.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget - Amendment 5

Grant Detail - SPAG

Grant Detail Sheet- Parks

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE 2012-13 REGIONAL SOLID WASTE GRANT PROGRAM; TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE TEACHING KIDS TO BE STREET SMART GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #5) for municipal purposes, as follows:

I. Accept and appropriate $34,359.60 from SPAG for the 2012-13 Regional Solid Waste Grant Program.

II. Accept and appropriate $28,079 from TxDOT for the Teaching Kids to Be Street Smart 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 on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend5.ord

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 25, 2012

Administrative Information		
Grant Name	Solid Waste Implementation Project	
Grant Effective Date	11/08/2012-07/31/2013	
Grant Provider/Agency	South Plains Association of Governments	
Grant Award Amount	$	34,360
Budget Information		**Cost**
Project Detail		
Capital Outlay - Equipment		
Used Oil Containers		5,926
Used Anti-freeze Containers		5,940
30 Yard Roll-offs		16,696
Drumcovers		1,572
Drumcover Spillpans		668
Tertiary Containment Spill Pans		1,144
Freight		2,414
Total Project Amount	$	34,360

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 25, 2012

Administrative Information:

Grant Name:	Safety City - Teaching Kids to Be Street
Grant Effective Date:	10/01/2012-09/30/2013
Grant Provider/Agency:	Texas Department of Transportation
Grant Award Amount:	$ 28,079
Amount City Grant Match:	$ 28,196
Funding Source of Grant Match:	5227.8003

Personnel Information:

# of part-time positions funded w/grant	3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Part-Time Safety City Supervisor	$ 15,912		7,956	7,956
Part-Time Asst. Recreation Supervisor	8,216		4,108	4,108
Part-Time Maintenance Worker	12,376		-	12,376
Total	$ 36,504	-	12,064	24,440

Budget Information:

Project Detail	**Cost**
Salaries	$ 12,064
Supplies	
Office Supplies	500
Equipment	11,200
Promotional Items	1,750
Travel and Training	250
Other	2,315
Total Project Amount	$ 28,079

Regular City Council Meeting **5. 2.**

Meeting Date: 10/25/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0119 Amendment 3 amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction.

Item Summary

On October 11, 2012, the City Council approved the first reading of the ordinance.

Amend Capital Improvement Project 92153, Replace Passenger Loading Bridges, by decreasing the funding by $513,791, from $4,400,000 to $3,886,209, and close the project; amend Capital Improvement Project 92191, Airport Facilities Improvements, by increasing the appropriation by $400,000, from $1,725,000 to $2,125,000, for the upgrade to the fire panel system; amend Capital Improvement Project 8552, Airfield Asphalt Repairs, by increasing the appropriation by $100,000, from $1.2 million to $1.3 million.

The increases needed for the above projects were not known until bids were received. Capital Improvement Project (CIP) 92191 requires an increase in order to upgrade the fire panel system in the Airport Terminal building. For CIP 8552, Airfield Asphalt Repairs, the increase is necessary to include Alternate 1 in the contract, and for the inclusion of construction phase services in the engineering agreement.

Amend Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design, by decreasing the grant amount by $1,406,989, from $3,613,139 to $2,206,150, and decreasing the 2011 PFC Bonds by $156,332, from $401,460 to 245,128; for a total decrease in the project of $1,563,321, from $4,014,599 to $2,451,278.

When the original budgets for the airport projects were completed, the total amount of the grant to be received was not available from the Federal Aviation Administration (FAA). Notification is always received from the FAA at the end of the fiscal year. This amendment will reconcile the capital project with the actual amount of the grant to be received and the local match required for the grant.

Amend Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction, by splitting the project into three phases and decreasing the budgeted amount for FY 2012-13 as follows: decrease the grant amount by $18,830,918, from $20,237,907 to $1,406,989; change the local match from $1,065,153 of FY 2013 PFC Revenue Certificates of Obligation to $156,332 of FY 2011 PFC Revenue Certificates of Obligation; for a total FY 2012-13 project cost of $1,563,321. Amend the future planning years of the project as follows:

FY 2013-14
Phase II Construction
Federal Grant Amount: $19,534,412

FY 2011 PFC Revenue Bonds: $13,791 (bonds transferred from project 92153)
FY 2014 PFC Revenue Bonds: $973,196
Total Project Amount: $20,521,399

FY 2014-15
Phase III Construction
Federal Grant Amount: $19,534,412
FY 2015 PFC Revenue Bonds: $986,987
Total Project Amount: $20,521,399

Originally, the rehabilitation of the runway was planned over two years. The FAA recently notified the Airport that the project would be funded in three phases. This amendment will reconcile CIP 92284 with the amount of the grant that will be received for the perimeter road and with the reduced amount of local match necessary for FY 2012-13. The rest of the project will be split into two new capital projects in future planning years to reconcile the project with the expected funding from the FAA.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock
Budget Director

Attachments

Budget Ordinance 3
CIP Detail Sheet - 92153-92191-8552
CIP Detail Sheet - 92284
CIP Detail Sheet - 92285

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECT FUND BY AMENDING CAPITAL IMPROVEMENT PROJECT 92153, REPLACE PASSENGER LOADING BRIDGES; CAPITAL IMPROVEMENT PROJECT 92191, AIRPORT FACILITIES IMPROVEMENTS; CAPITAL IMPROVEMENT PROJECT 8552, AIRFIELD ASPHALT REPAIRS; CAPITAL IMPROVEMENT PROJECT 92285, RUNWAY 17R/35L REHABILITATION DESIGN; AND CAPITAL IMPROVEMENT PROJECT 92284, RUNWAY 17R/35L REHABILITATION CONSTRUCTION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #3) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92153, Replace Passenger Loading Bridges, by decreasing the funding by $513,791, from $4,400,000 to $3,886,209, and close the project; amend Capital Improvement Project 92191, Airport Facilities Improvements, by increasing the appropriation by $400,000, from $1,725,000 to $2,125,000, for the upgrade to the fire panel system; amend Capital Improvement Project 8552, Airfield Asphalt Repairs, by increasing the appropriation by $100,000, from $1.2 million to $1.3 million.

II. Amend Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design, by decreasing the grant amount by $1,406,989, from $3,613,139 to $2,206,150, and decrease the 2011 PFC Bonds by $156,332, from $401,460 to 245,128, for a total decrease in the project of $1,563,321, from $4,014,599 to $2,451,278.

III. Amend Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction, by splitting the project into three phases and decreasing the budgeted amount for FY 2012-13 as follows: decrease the grant amount by $18,830,918, from $20,237,907 to $1,406,989; change the local match from $1,065,153 of FY 2013 PFC Revenue Certificates of Obligation to $156,332 of FY 2011 PFC Revenue Certificates of Obligation; for a total FY 2012-13 project cost of $1,563,321. Amend the future planning years of the project as follows:

FY 2013-14
Phase II Construction
Federal Grant Amount: $19,534,412
FY 2011 PFC Revenue Bonds: $13,791 (bonds transferred from project 92153)
FY 2014 PFC Revenue Bonds: $973,196
Total Project Amount: $20,521,399

FY 2014-15
Phase III Construction
Federal Grant Amount: $19,534,412
FY 2015 PFC Revenue Bonds: $986,987
Total Project Amount: $20,521,399

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 _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Budget Director

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

BudgetFY1213.Amend#3.Ord
10.3.2012

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2012

Capital Project Number:	92153
Capital Project Name:	Replace Passenger Loading Bridges
Capital Project Number:	92191
Capital Project Name:	Airport Facilities Improvements
Capital Project Number:	8552
Capital Project Name:	Airfield Asphalt Repairs

	92153	92191	8552	Total
Current Appropriation Amount	$ 4,400,000	1,725,000	1,200,000	7,325,000
Proposed Amendment	(513,791)	400,000	100,000	(13,791) *
Total Proposed Appropriation	$ 3,886,209	2,125,000	1,300,000	7,311,209

* Will be used as local match in Runway 17R/35L Rehabilitation Construction Phase II in FY 2013-14

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2011

Capital Project Number:	92284
Capital Project Name:	Runway 17R/35L Rehabilitation Construction

	Grant	Local Match	Total Project
Current Project Appropriation Amount	$ 20,237,907	1,065,153	21,303,060
Proposed Amendment	(18,830,918)	(908,821)	(19,739,739)
Total Proposed Appropriation	$ 1,406,989	156,332	1,563,321

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2011

Capital Project Number:	92285
Capital Project Name:	Runway 17R/35L Rehabilitation Design

	Grant	Local Match	Total Project
Current Project Appropriation Amount	$ 3,613,139	401,460	4,014,599
Proposed Amendment	(1,406,989)	(156,332)	(1,563,321)
Total Proposed Appropriation	$ 2,206,150	245,128	2,451,278

Regular City Council Meeting **5. 3.**

Meeting Date: 10/25/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0120 Amendment 4 amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

Item Summary

On October 11, 2012, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 92319, 230 kV Transmission Loop, and appropriate $12.75 million for the purpose of constructing a loop that will allow for a redundant and more reliable transmission system. The funding will be FY 2013 LP&L Revenue Bonds.

II. Establish Capital Improvement Project 92320, Substation Breaker Replacements, and appropriate $1.5 million for the purpose of replacing G.E. substation breakers that are over 30 years old. The funding will be FY 2013 LP&L Revenue Bonds.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget Amendment 4 - LP&L

Resolution - LP&L

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM IN THE LUBBOCK POWER AND LIGHT (LP&L) ENTERPRISE FUND AS RECOMMENDED BY THE ELECTRIC UTILITY BOARD ON SEPTEMBER 18, 2012, BY ESTABLISHING CAPITAL IMPROVEMENT PROJECT 92319, 230 KV TRANSMISSION LOOP; ESTABLISHING CAPITAL IMPROVEMENT PROJECT 92320, SUBSTATION BREAKER REPLACEMENTS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #4) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92319, 230 kV Transmission Loop, and appropriate $12.75 million for the purpose of constructing a loop that will allow for a redundant and more reliable transmission system.

II. Establish Capital Improvement Project 92320, Substation Breaker Replacements, and appropriate $1.5 million for the purpose of replacing G.E. substation breakers that are over 30 years old.

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 _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Budget Director

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

BudgetFY1112.Amend#4.ord
10.2.12

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, the City of Lubbock has an important responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services provided by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and achieve a long-term stable and positive financial condition of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council pursuant to Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board request that the City Council amend the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 2012-2013, such amendment being attached to this resolution and incorporated herein as though set forth fully herein, and, as amended, Lubbock Power & Light's budget shall be adopted as the part of the official City of Lubbock Budget for fiscal year 2012-2013.

Passed by the Electric Utility Board this 18 day of SEPTEMBER, 2012.

Mike Davis, Chairman

ATTEST:

Emilio Abeyta, Board Secretary

APPROVED AS TO CONTENT:

Gary Zheng
Director of Electric Utilities

APPROVED AS TO FORM:

Matthew L. Wade
General Counsel – LP&L

Regular City Council Meeting **5. 4.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-231, Part 1 Equipment List in the amount of $2,326,899 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.

Item Summary

On September 24, 2012, the City executed Master Lease Appendix 8872-231 with Banc of America Public Capital Corp (BAPCC). BAPCC requested permission to assign and sell the Master Lease Appendix to Capital One Public Funding, LLC. The principal amount of the appendix to the master lease totals $2,326,899.

Fiscal Impact

There is no fiscal impact to the City related to the assignment and sale.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution & Contract Notice - Capital One

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Notice and Acknowledgement of Assignment dated as of October 25, 2012, between Banc of America Public Capital Corp ("Assignor") and Capital One Public Funding, LLC, and all related documents. Said Notice and Acknowledgement of Assignment and Sale is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Budget Director

APPROVED AS TO FORM:

_____
Sam Medina, City Attorney

sj/ccdocs/Res.Notice and Acknowledgment of Assignment-Banc of America
October 9, 2012

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
Dated October 25, 2012

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Capital One Public Funding, LLC ("Assignee") all of Assignor's right, title and interest in, to and under Appendix No. 8872-231, Part 1 Equipment List in the amount of $2,326,899.01 and Part 2 Payment Schedule (the "Lease") to the Master Lease Agreement ("Agreement") dated as of February 12, 2009, by and between Assignor and City of Lubbock, Texas ("Lessee").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Lease identified above. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee of the termination of such fiscal agency, to Assignee as directed in Assignee's invoices.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments remaining:	Ten (10)
Amount of each Rental Payment:	$249,389.53
Total Amount of Rents Remaining:	$2,493,895.33
Frequency of Rental Payments:	Semi-annual
Next Rental Payment Due:	February 15, 2013

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Lease so as to meet the applicable requirements of Section 149(a) of the Internal Revenue Code.

6. Notwithstanding anything in the Lease to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Lease shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Lease after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

ACKNOWLEDGED AND AGREED:

LESSEE:
City of Lubbock, Texas

By:_____

Name: Glen C. Robertson
Title: Mayor

APPROVED AS TO CONTENT:

By: Cheryl Brock

Name: Cheryl Brock
Title: Budget Director

LESSEE:
City of Lubbock, Texas

By:_____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By:_____

Name: Sam Medina
Title: City Attorney

ASSIGNOR:
Banc of America Public Capital Corp

By:_____

Name:_____

Title:_____

ASSIGNEE:
Capital One Public Funding, LLC

By:_____

Name:_____

Title:_____

Regular City Council Meeting **5. 5.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-233, Part 1 Equipment List in the amount of $4,931,100 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.

Item Summary

On September 24, 2012, the City executed Master Lease Appendix 8872-233 with Banc of America Public Capital Corp (BAPCC). BAPCC requested permission to assign and sell the Master Lease Appendix to Capital One Public Funding, LLC. The principal amount of the appendix to the master lease totals $4,931,100.

Fiscal Impact

There is no fiscal impact to the City related to the assignment and sale.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution & Notice of Acknowlegement - Capital One

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Notice and Acknowledgement of Assignment dated as of October 25, 2012, between Banc of America Public Capital Corp ("Assignor") and Capital One Public Funding, LLC, and all related documents. Said Notice and Acknowledgement of Assignment and Sale is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock, Budget Director

APPROVED AS TO FORM:

Sam Medina, City Attorney

sj/ccdocs/Res.Notice and Acknowledgment of Assignment-Banc of America
October 9, 2012

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
Dated October 25, 2012

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Capital One Public Funding, LLC ("Assignee") all of Assignor's right, title and interest in, to and under Appendix No. 8872-233, Part 1 Equipment List in the amount of $4,931,100.09 and Part 2 Payment Schedule (the "Lease") to the Master Lease Agreement ("Agreement") dated as of February 12, 2009, by and between Assignor and City of Lubbock, Texas ("Lessee").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Lease identified above. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee of the termination of such fiscal agency, to Assignee as directed in Assignee's invoices.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments remaining:	Twenty (20)
Amount of each Rental Payment:	$289,228.97
Total Amount of Rents Remaining:	$5,784,579.35
Frequency of Rental Payments:	Semi-annual
Next Rental Payment Due:	February 15, 2013

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Lease so as to meet the applicable requirements of Section 149(a) of the Internal Revenue Code.

6. Notwithstanding anything in the Lease to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Lease shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Lease after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

ACKNOWLEDGED AND AGREED:

LESSEE:
City of Lubbock, Texas

By:_____

Name: Glen C. Robertson
Title: Mayor

APPROVED AS TO CONTENT:

By: Cheryl Brock

Name: Cheryl Brock
Title: Budget Director

LESSEE:
City of Lubbock, Texas

By:_____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By:_____

Name: Sam Medina
Title: City Attorney

ASSIGNOR:
Banc of America Public Capital Corp

By:_____

Name:_____

Title:_____

ASSIGNEE:
Capital One Public Funding, LLC

By:_____

Name:_____

Title:_____

Regular City Council Meeting **5. 6.**

Meeting Date: 10/25/2012

Information

Agenda Item

Ordinance Amendment 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Item Summary

The ordinance amendment changes speed limits along the main lanes and frontage roads of U.S. 82 (Marsha Sharp Freeway) and on various City streets.

The Texas Department of Transportation (TxDOT) has completed Phase IV of the Marsha Sharp Freeway. Speed limits are proposed to increase from 60 mph to 65 mph on the main lanes from University Avenue to 500 feet east of Interstate 27 (I-27), then decrease incrementally where the Marsha Sharp Freeway ends to 55 mph and 45 mph. New frontage roads from I-27 to Avenue L are proposed to be posted at 45 mph.

After the completion of major streets construction, City staff conducted speed limit studies on 114th Street and Indiana Avenue. The speed limit on 114th Street from Slide Road to Quaker Avenue and from Indiana Avenue to the east city limits is proposed to decrease from 55 mph to 50 mph. Along Indiana Avenue from 114th Street to the south City limits, the speed limit is proposed to increase from 45 mph to 50 mph.

In addition, following citizen complaints, Staff conducted a speed study along Milwaukee Avenue from 34th Street to 50th Street. The speed limit is proposed to increase from 45 mph to 50 mph between 34th Street and 50th Street. The speed limit is proposed to decrease from 50 mph to 45 mph along Milwaukee Avenue from the Marsha Sharp Freeway to 66th Street due to traffic flow through four signalized intersections within the mile stretch. Milwaukee Avenue from Canyon West to Marsha Sharp Freeway will remain unchanged at 45 MPH.

Fiscal Impact

There is no fiscal impact.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer
Citizens Traffic Commission

Attachments

Ordinance - Speed Limits
2012 Speed Limit Changes

ORDINANCE NO. 2012-O_____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.102, speed limits for specific streets, roads, highways, and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
1	East 4th Street (FM40)	West Only	From East City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Rd (US62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Rd to the East City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Rd (US62) to Idalou Rd (US62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.20mi West of Indiana Ave.	50
7	4th Street (FM 2255)	East & West	From 0.20mi West of Indiana Ave. to 0.20mi West of Quaker Ave.	50
8	4th Street (FM 2255)	East & West	From 0.20mi West of Quaker Ave. to 0.10mi East of Toledo Ave.	50
9	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to West Loop 289	45
10	4th Street (FM 2255)	East & West	From West Loop 289 to 200ft West of Homestead Ave. (0.876mi)	45
11	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to Milwaukee Ave. (0.7mi)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
12	4th Street (FM 2255)	East & West	From Milwaukee Ave. to 486' East of Quincy Ave. (0.408mi)	50
13	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179){2.301mi}	60
14	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309) (0.991mi)	55
15	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
16	East 19th Street	East & West	From East City Limits to East Loop 289 Frontage Rd	35
17	East 19th Street	East & West	From East Loop 289 Frontage Rd to Guava Ave.	40
18	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
19	East 19th Street (US62 / SH114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
20	East 19th Street (US62 / SH114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
21	East 19th Street (US62 / SH114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
22	East 19th Street (US62 / SH114)	East Only	From Avenue A to Weber Drive	35
23	East 19th Street (US62 / SH114)	East & West	From Weber Drive to M L King, Jr. Blvd.	50
24	East 19th Street (US62 / SH114)	East & West	From Avenue A to University Ave.	35
25	East 19th Street (US62 / SH114)	East & West	From University Ave. to Canton Ave.	35
26	East 19th Street (US62 / SH114)	West Only	From Canton Ave. to Gary Ave.	40
27	East 19th Street (US62 / SH114)	West Only	Gary Ave. to Orlando Ave.	45
28	East 19th Street (US62 / SH114)	East Only	From Marsha Sharp Frwy (US82) to Canton Ave.	40
29	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
30	19th Street (SH114)	East & West	From West Loop 289 to Juneau Ave.	50
31	19th Street (SH114)	East & West	From Juneau Ave. to Yuma Ave.	55
32	19th Street (SH114)	East & West	From Yuma Ave. to West City Limits	60
33	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
34	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
35	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
36	29th Street	East & West	From Slide Road to Chicago Ave.	35
37	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
38	34th Street	East & West	From Avenue A to Avenue G	40
39	34th Street	West Only	From Avenue G to Avenue J	40
40	34th Street	East Only	From Avenue J to Avenue G	35
42	34th Street	East & West	From Slide Road to 160ft West of Englewood Ave.	35
42	34th Street	East & West	From Avenue J to Slide Road	35
43	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
44	34th Street	East & West	From 930ft West of West Loop 289 to the West City Limits	50
45	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
46	East 50th Street (FM 835)	West Only	From the East City Limits to East Loop 289	60
47	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
48	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the East City Limits	55
49	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Southeast Drive (Spur 331)	45
50	East 50th Street (FM 835)	East & West	From Southeast Drive (Spur331) to Avenue A	45
51	50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
52	50th Street	East & West	From Interstate-27 to Slide Road	40
53	50th Street	East & West	From Slide Road to West Loop 289 Frontage Road	40
54	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
55	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27 Frontage Road	45
56	66th Street	East & West	From Interstate-27 Frontage Road to University Ave.	35
57	66th Street	East & West	From University Ave. to Indiana Ave.	35
58	66th Street	East & West	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
59	74th Street	East & West	From University Ave. to Elgin Ave.	35
60	74th Street	East & West	From Quaker Ave. to Utica Ave.	35

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
61	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
62	82nd Street	East & West	From Interstate-27 to University Ave.	50
63	82nd Street	East & West	From University Ave. to Frankford Ave.	45
64	82nd Street	East & West	From Frankford Ave. to the West City Limits	50
65	98th Street	East & West	From the East City Limits to University Ave.	45
66	98th Street	East & West	From University Ave. to Nashville Ave.	50
67	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
68	98th Street	East & West	From Savannah Ave. to Slide Rd. (FM 1730)	50
69	98th Street	East & West	From Slide Road (FM 1730) to Frankford Ave.	50
70	98th Street	East & West	From Frankford Ave. to the West City Limits	40
71	114th Street	East & West	From University Ave. to Indiana Ave.	50
72	114th Street	East & West	From Quaker Ave. to Slide Rd (FM 1730)	50
73	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
74	130th Street (FM 1585)	East & West	From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd (FM 1730)	60
75	130th Street (FM 1585)	East & West	From 0.125mi West of Frankford Ave to 0.322mi West of Frankford Ave	60
76	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to 380ft West of Alcove Ave	65
77	Alcove Avenue	North & South	From the North City Limits to 82nd St.	55
78	Alcove Avenue	North & South	From 82nd St. to 98th St.	40
79	Alcove Avenue	North & South	From 98th St. to the South City Limits	55
80	North Ash Avenue	North & South	From Interstate-27 Frontage Rd to Ursuline St.	40
81	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
82	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
83	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
84	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
85	Avenue A	South Only	From Marsh Sharp Frwy (US 82) to 264ft South of 23rd St.	35
86	Avenue A	South Only	From 264ft South of 23rd St. to 70ft South of 51st St.	40
87	Avenue A South Drive	South Only	From 70ft South of 51st St. to 85ft South of 61st St.	50
88	Avenue A South Drive	South Only	From 85ft South of 61st St. to Interstate-27 Frontage Road	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
89	Avenue A South Drive	North Only	From Interstate-27 Frontage Road to 174ft North of East 61st St.	45
90	Avenue A South Drive	North Only	From 174ft North of East 61st St. to 0.15mi South of East 50th St. (FM 835)	50
91	Avenue A	North Only	From 0.15mi South of East 50th St. (FM 835) to 0.20mi North of East 34th St.	40
92	Avenue A	North Only	From 0.20mi North of East 34th St. to East 30th St.	35
93	Avenue A	North Only	From East 30th St. to 370ft South of East 19th St. (US 62)	40
94	Avenue A	North Only	From 370ft South of East 19th St. (US 62) to East 8th St.	35
95	Avenue A	North Only	From East 8th St. to Marsha Sharp Frwy (US 82)	40
96	Avenue D	North & South	From 40th St. to 42nd St.	20
97	Avenue L	North & South	From 34th St. to 50th St.	35
98	Avenue P	North & South	From South Loop 289 Frontage Rd to 82nd St.	30
99	Avenue P	North & South	From 82nd St. to 84th St.	35
100	Avenue P	North & South	From 84th St. to the South City Limits	50
101	Avenue Q North Drive (Spur 326)	South Only	From Interstate-27 Frontage Rd to 90ft South of Grinnell St.	50
102	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
103	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
104	Avenue Q North Drive (Spur 326)	North Only	From Clovis Rd (US 84) to 230ft North of 1st St.	45
105	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
106	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to Interstate-27 (SB) Frontage Rd	45
107	Avenue Q (US 84)	North & South	From Clovis Rd (US84) to Marsha Sharp Frwy (US 82)	35
108	Avenue Q (US 84)	North & South	From Marsha Sharp Frwy (US 82) to 23rd St.	35
109	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
110	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
111	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
112	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
113	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
114	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
115	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
116	East Broadway	East & West	From Idalou Road (US 62) to Avenue A (US 87B)	45
117	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
118	Buddy Holly Avenue	North & South	From North Interstate-27 (Frontage Rd) to Marsha Sharp Freeway (US 82)	40
119	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
120	Buddy Holly Avenue	North & South	From Broadway to Interstate-27 (North Frontage Rd)	35
121	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
122	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
123	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
124	Clovis Road (US84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
125	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the West City Limits	60
126	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the West City Limits	35
127	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
128	Erskine Street	East & West	From North Ash Ave. to Interstate-27	35
129	Erskine Street	East & West	From Interstate-27 to North Avenue Q Drive (Spur 326)	45
130	Erskine Street	East & West	From North Avenue Q Dr (Spur 326) to North University Ave. (FM 1264)	50
131	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
132	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
133	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
134	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
135	North Frankford Avenue (FM 2528)	North & South	From North City Limits to Princeton St.	60
136	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
137	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
138	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
139	Frankford Avenue	North & South	From West Loop 289 to 19th St.	40
140	Frankford Avenue	North & South	From 19th St. (SH 114) to 41st St.	40
141	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
142	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
143	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
144	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
145	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
146	Frankford Avenue	North & South	From 500ft South of Spur 327 to 98th St.	45
147	Frankford Avenue	North & South	From 98th St. to the South City Limits	55
148	Idalou Road (US 62/82+SH114)	Southwest Only	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65
149	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
150	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
151	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
152	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
153	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
154	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
155	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
156	Idalou Road (US 62 / SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
157	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
158	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
159	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
160	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
161	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289 Frontage Road	50
162	Idalou Road North Frontage Road	Southwest Only	From Loop 289 Frontage Road to Parkway Drive Frontage	50
163	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
164	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
165	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0 mi Southwest of the East City Limits	35
166	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
167	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
168	Indiana Avenue	North & South	From 19th St. (SH 62) to 34th St.	40
169	Indiana Avenue	North & South	From 34th St. to 50th St.	40
170	Indiana Avenue	North & South	From 50th St. to South Loop 289	40
171	Indiana Avenue	North & South	From South Loop 289 to 82nd St.	45
172	Indiana Avenue	North & South	From 82nd St. to 114th St,	45
173	Indiana Avenue	North & South	From 114th St. to the South City Limits	50
174	Inler Avenue (FM 179)	North & South	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50
175	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the South City Limits (0.789mi)	60
176	Interstate 27 Main Lanes	South Only	From the North City Limits to the South City Limits	65
177	Interstate 27 Main Lanes	North Only	From the North City Limits to the South City Limits	65
178	Interstate 27 Frontage Rd	South Only	From North City Limits to 554 ft South of Country Club Dr	55
179	Interstate 27 Frontage Rd	South Only	From 554ft South of Country Club Dr to Marsha Sharp Freeway (US 82)	50
180	Interstate 27 Frontage Rd	South Only	From 13th St. To 550ft South of 19th St. (US 62)	45
181	Interstate 27 Frontage Rd	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
182	Interstate 27 Frontage Rd	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
183	Interstate 27 Frontage Rd	South Only	From 211ft South of 66th St. to 77th St.	55
184	Interstate 27 Frontage Rd	South Only	From 77th St. to South City Limits	45
185	Interstate 27 Frontage Rd	North Only	From South City Limits To 77th St.	45
186	Interstate 27 Frontage Rd	North Only	From 77th St. to 211ft South of 66th St.	50
187	Interstate 27 Frontage Rd	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
188	Interstate 27 Frontage Rd	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
189	Interstate 27 Frontage Rd	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
190	Interstate 27 Frontage Rd	North Only	From 554ft South of Country Club Dr to North City Limits	55
191	East Kent Street (FM 2641)	East & West	From the East City Limits to North Guava Ave.	55
192	East Kent Street	East & West	From FM 2641 to M L King, Jr. Blvd.	45
193	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
194	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
195	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60
196	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
197	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
198	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
199	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40
200	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
201	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
202	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
203	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
204	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45
205	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
206	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Rd (US84 to North Quaker Ave.	45
207	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
208	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
209	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
210	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
211	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
212	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
213	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
214	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
215	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
216	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
217	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
218	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
219	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
220	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
221	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
222	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
223	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
224	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
225	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
226	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
227	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
228	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
229	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
230	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
231	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
232	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
233	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
234	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
235	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
236	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
237	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
238	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
239	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
240	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
241	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
242	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
243	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
244	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
245	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35
246	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
247	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
248	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
249	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
250	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
251	Main Street	East & West	From Avenue Q to University Ave.	35
252	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27 NB Frontage Road	55
253	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From 500ft East of IH-27 NB Frontage Road to University Ave.	65
254	Marsha Sharp Freeway Main Lanes (US 82)	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65
255	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
256	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
257	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From 0.32 mi East of IH-27 NB Frontage Rd to Buddy Holly Ave	45
258	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Buddy Holly Ave to 0.40mi East of IH-27 NB Frontage Rd	45
259	Marsha Sharp Freeway Frontage Road (US 82)	East & West	From Buddy Holly Ave to Avenue L	45
260	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue L to Avenue Q (US 84)	45
261	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Avenue Q (US 84) to Ave L	45
262	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue Q (US 84) to University Ave	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
263	Marsha Sharp Freeway Frontage Road (US 82)	East Only	University Ave to Avenue Q (US 84)	45
264	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From University Ave to Detroit Ave	45
265	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	45
267	Marsha Sharp Freeway Frontage Road (US 82)	Northeast Only	From Drive of Champions to University Ave	45
268	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
269	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of TTParkway	45
270	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
271	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From Chicago Ave to 19th Street (SH 114)	45
272	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
273	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
274	North M. L. King, Jr. Boulevard (LIA Terminal Access)	North Only	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
275	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
276	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
277	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
278	North M. L. King, Jr. Boulevard (LIA Terminal Access)	South Only	From Station 52+52 South to E Bluefield St. (Station 0+00) (0.214mi)	40
279	North M. L. King, Jr. Boulevard	North & South	From East Bluefield St. to East Regis St. (FM 2641)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
280	North M. L. King, Jr. Boulevard	North & South	From East Regis St. (FM 2641) to East Ursuline St.	50
281	North M. L. King, Jr. Boulevard	North & South	From East Ursuline St. to North Loop 289	45
282	North M. L. King, Jr. Boulevard	South Only	From North Loop 289 to East 2nd St.	40
283	M. L. King, Jr. Boulevard	South Only	From East 2nd St. to 0.181mi South of Parkway Drive (US 82)	35
284	M. L. King, Jr. Boulevard	South Only	From 0.181mi South of Parkway Drive (US 82) to 0.065mi South of East 50th St.	40
285	M. L. King, Jr. Boulevard	South Only	From 0.065mi South of East 50th St. to East Slaton Road (US 84)	50
286	M. L. King, Jr. Boulevard	North Only	From East Slaton Road (US 84) to 0.070mi North of East 50th St.	50
287	M. L. King, Jr. Boulevard	North Only	From 0.070mi North of East 50th St. to North Loop 289	40
288	M. L. King, Jr. Boulevard	North & South	From East Slaton Hwy (US 84) to the South City Limits	45
289	North Milwaukee Avenue	North & South	From the North City Limits to Erskine St.	55
290	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
291	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
292	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 19th St. (SH 114)	50
293	Milwaukee Avenue	North & South	From 19th St. (SH 114) to 34th St.	50
294	Milwaukee Avenue	North & South	From 34th St. to 50th St,	50
295	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45
296	Milwaukee Avenue	North & South	From 66th St. to 93rd St.	50
297	Milwaukee Avenue	North & South	From 93rd St. to South City Limits	45
298	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
299	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
300	Parkway Drive Entrance (US 82)	West Only	From Idalou Rd (US 62/82) to Parkway Drive (US 82)	50
301	Parkway Drive Exit (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
302	Parkway Drive Main Lanes (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
303	Parkway Drive (US 82)	Northeast & Southwest	From Guava Ave. to Parkway Drive Bridge (East Side)	45
304	North Quaker Avenue	North & South	From the North City Limits to 300ft South of Kemper St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
305	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289 Frontage Rd	35
306	North Quaker Avenue	North & South	From Texas Tech Pkwy South a distance of 0.147mi	35
307	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
308	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
309	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Frwy (US 62/82)	35
310	Quaker Avenue	North & South	From Marsha Sharp Frwy (US 62/82) to 61st St.	40
311	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
312	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
313	Quaker Avenue	North & South	From 76th St. to 82nd St.	45
314	Quaker Avenue	North & South	From 82nd St. to 93rd St.	45
315	Quaker Avenue	North & South	From 93rd St. to 98th St.	40
316	Quaker Avenue	North & South	From 98th St. to 102nd St.	40
317	Quaker Avenue	North & South	From 102nd St. to the South City Limits	50
318	East Regis Street (FM 2641)	East & West	From North Guava Ave. to M L King, Jr. Blvd.	55
319	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
320	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
321	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
322	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
323	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the West City Limits	55
324	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
325	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
326	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
327	Research Boulevard	North & South	From 19th St. (SH 114) to the South City Limits	50
328	East Slaton Road Main Lanes (US 84)	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
329	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
330	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
331	North Slide Road	North & South	From 150ft North of Marshall Street to Erskine Street	40
332	North Slide Road	North & South	From Erskine Street to North Loop 289	40
333	Slide Road	North & South	From North Loop 289 to 4th Street (FM 2255)	40
334	Slide Road	North & South	From 4th St. to 264ft North of 71st St.	40
335	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 82nd St.	45
336	Slide Road (FM 1730)	North & South	From 82nd St to 0.142mi South of 82nd St	45
337	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
338	Slide Road (FM 1730)	North & South	From 0.25mi South of 98th St. to the South City Limits	60
339	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
340	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
341	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
342	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
343	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
344	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
345	Southeast Drive	Northwes Onlyt	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
346	Southeast Drive	Northwest Only	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
347	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
348	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of SE Loop 289	60
349	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of SE Loop 289 to the Southeast City Limits	65
350	Spur 327	East & West	From the end of the Spur 327 Exit on South Loop 289 to 400ft West of Iola Ave. (1.12mi)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
351	Spur 327	East & West	From 400ft West of Iola Ave. to 0.13mi West of Milwaukee Ave. (0.645mi)	55
352	Spur 327	East & West	From 0.13mi West of Milwaukee Ave. to Marsha Sharp Frwy (US62/82) (0.5mi)	60
353	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
354	Texas Avenue	North & South	From Broadway to Interstate-27	35
355	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
356	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
357	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
358	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US82) to 19th St. (US62/SH114)	30
359	North University Avenue (FM 1264)	North & South	From the North City Limits to 0.2mi North of North Loop 289	55
360	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
361	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
362	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US84) to Clovis Road (US84)	40
363	North University Avenue (FM 1264)	North Only	From Clovis Road (US84) to Erskine St.	35
364	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
365	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
366	North University Avenue	North & South	From Clovis Road (US84) to Auburn St.	35
367	North University Avenue	North & South	From Auburn St. to 1st St.	35
368	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
369	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St. (US 62)	30
370	University Avenue	North & South	From 19th St. (US62) to 34th St.	40
371	University Avenue	North & South	From 34th St. to 50th St.	40
372	University Avenue	North & South	From 50th St. to South Loop 289	40
373	University Avenue	North & South	From South Loop 289 to 82nd St.	45
374	University Avenue	North & South	From 82nd St. to the South City Limits	45
375	Upland Avenue	North & South	From North City Limits to 19th St. (SH 114)	50
376	Upland Avenue	North & South	From 19th St. (SH 114) to 98th St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
377	Upland Avenue	North & South	From 98th St. to the South City Limits	55
378	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
379	US 87 Main Lanes	North & South	From 350ft North of 98th St. to 0.5mi North of 114th St.	70
380	US 87 Frontage Road	South Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
381	US 87 Frontage Road	North Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

The preceding list of streets and avenues has been revised in alphabetical order, with the numbered streets listed first. All Streets will read from east to west, and all Avenues will read from north to south. There are some exceptions for divided highways, whose speed limits differ in the opposing directions.

*Approved Ordinances for official street name changes can be found in the Lubbock Code of Ordinances, Chapter 36 - Street, Sidewalks and Other Public Ways.

Preceding Speed Limit Ordinances:
Ord. No. 2000-O0033, § 1, 7/27/00
Ord. No. 2001-O0039, § 1, 6/14/01
Ord. No. 2003-O0047, § 1, 6/12/03
Ord. No. 2004-O0080, § 1, 7/21/04
Ord. No. 2005-O0069, § 1, 7/14/05
Ord. No. 2007-O0097, § 1, 10/11/07
Ord. No. 2009-O0061, § 1, 07/28/09
Ord. No. 2010-O0118, § 1, 1/14/10
Ord. No. 2011-O0066, § 1, 08/25/11

SECTION 2. 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 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

SECTION 4. 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 as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____day of _____, 2012.

Passed by the City Council on second reading this ____day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed, Chief Operating Officer

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Ord-2012 Proposed Speed Limit.docx

Speed Limit Ordinance Changes
October 5, 2012

Itemized list of changes to the current Speed Limit Ordinance 2011_O0066; 08/25/2011

2012 Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Existing Speed*	*Proposed Speed*	*Comment*
71	114th Street	East & West	From University Ave. to Indiana Ave.	55	50	**New Item:** Speed study following paving project completed 2012
NA	114th Street	East & West	From Indiana Ave. to Quaker Ave.	55	(30)	**Deleted:** Half mile of 114th Street, from Memphis Ave. to Indiana Ave remains unpaved. Speed is reduced to match residential speed limit until constructed.
72	114th Street	East & West	From Quaker Ave. to Slide Rd (FM 1730)	55	50	**New Item:** Speed study following paving project completed 2012
172	Indiana Avenue	North & South	From 82nd Street to 114th Street	45	45	**Change Description Only:** Speed Limit unchanged
173	Indiana Avenue	North & South	From 114th Street to the South City Limits	45	50	**New Item:** Speed study following reconstruction project completed 2011
NA	Marsha Sharp Freeway (US 82) Main Lanes	East Bound Only	From Ave R to Exit Ramp to Ave L	45	NA	**Deleted:** Previously end of freeway Completion of Phase IV
252	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27 Northbound Frontage Road	45	55	**New Item:** TxDOT posted speed Completion of Phase IV
253	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of IH-27 Northbound Frontage Road to University Ave.	60	65	**Change Description & Speed:** TxDOT posted speed Completion of Phase IV

2012 Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Existing Speed*	*Proposed Speed*	*Comment*
257	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32mi East of IH-27 Northbound Frontage Rd to Buddy Holly Ave	NA	45	**New Item:** TxDOT posted speed Completion of Phase IV
258	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of IH-27 Northbound Frontage Road	NA	45	**New Item:** TxDOT posted speed Completion of Phase IV
259	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	NA	45	**New Item:** TxDOT posted speed Completion of Phase IV
294	Milwaukee Avenue	North & South	From 34th Street to 50th Street	45	50	**Change Description & Speed:** Speed study
295	Milwaukee Avenue	North & South	From 50th Street to 66th Street	45/50	45	**New Item:** Four closely spaced signals, roadway geometry, congestion
296	Milwaukee Avenue	North & South	From 66th Street to 93rd Street	50	50	**Change Description Only:** Speed Limit unchanged
303	Parkway Drive (US 82)	East & West	From Guava Ave. to Parkway Drive Bridge (East Side)	45	45	**Change Description Only:** TxDOT posted speed Completion of MSF Phase IV (Combined two sections of PkwyDr)
NA	Parkway Drive (US 82)	East & West	From 0.4 mi East of Ave A to 0.2mi East of Ave A	50	NA	**Deleted:** This section is part of MSF Phase IV
NA	Parkway Drive (US 82)	East & West	From 0.2mi East of Ave A to Ave A	45	NA	**Deleted:** This section is part of MSF Phase IV

Regular City Council Meeting **5. 7.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to execute a contract with the Department of State Health Services (DSHS) for on-line vital statistics services.

Item Summary

This contract between the City of Lubbock and the Department of State Health Services (DSHS) provides on-line computer services in support of the Vital Records programs. The Vital Statistics Office will be allowed to search DSHS databases, locate dates, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS.

The City of Lubbock agrees to reimburse DSHS $1.83 for each Certification of Vital Record printed as a result of the searches of the database. The contract calls for the City to charge the same base search fee for a birth certificate as does the DSHS, with additional fees only being charged as authorized by theTexas Health and Safety Code. The search fee for the City is currently set at $9 per record search. The maximum total cost for a vital record is set by the State at $23 for each birth certificate, and $21 for the first death certificate, and $4 for each additional death certificate.

Fiscal Impact

The revenues and expenditures for vital statistics services were approved by the City Council in the FY 2012-13 Operating Budget.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - DSHS

DSHS Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract for vital statistics services (DSHS Document No. 2013-042654-001) and any associated documents by and between the City of Lubbock and the Texas Department of State Health Services. 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution – DSHS Vital Statistics 2012
10.11.12

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-042654-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and CITY OF LUBBOCK (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.

2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed.

3. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2013. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Exhibits, if applicable

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 Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish applicable software programs, and provide technical assistance related to equipment and programs under control of the Performing Agency.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

A) normal key-entry errors in spellings;

B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and

C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency $1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

8. **Billing Instruction.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract. Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

Name: Texas Department of State Health Services
Vital Statistics Unit, MC2906
Address: P. O. Box 149347
Austin, Texas 78714-9347
Vendor Identification Number: 35375375371000

9. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

10. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

11. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

12. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

13. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30

days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

14. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

D. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

E. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

F. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY

OPERATION OF LAW.

G. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

H. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

I. Inspections. Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

J. Voided Records. To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

K. Credits. Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

15. **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

By: Bob Burnette
Signature of Authorized Official

10/17/12
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

CITY OF LUBBOCK

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AT TO CONTENT:

_____

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Laura A Pratt

Laura Pratt, Asst. City Attorney

92648-1

Regular City Council Meeting **5. 8.**

Meeting Date: 10/25/2012

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000302 with Abacus Computers, Inc. for the purchase of a Storage Area Network (SAN), Servers, Enclosure, Controller, and Licenses.

Item Summary

The purchase of the SAN, Servers, Enclosure, Controller, and Licenses are necessary to expand the Data Center's server and storage capacity and network speeds. The improvements will upgrade primary server infrastructure to provide 40 gigabit per second ethernet networking through link aggregation and an 8 gigabit per second Fiber Channel; provide new SAN disk to the infrastructure that runs the 8 gigabit per second Fiber Channel; and to support multiple 10 gigabit per econd ethernet campus connections.

The purchase of the Data Center hardware for the infrastructure improvements are made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1364. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

$187,221 is appropriated in the Adopted FY 2012-13 Master Lease Equipment Replacement Schedule - Core Data Switches and Servers.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & PO - SAN

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000302 for the purchase of SAN, Servers, Enclosure, Controller, and Licenses per DIR-SDD-1364, by and between the City of Lubbock and Abacus Computers, Inc. of Midland, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.Abacus Computers, Inc.-PurchaseOrd
October 11, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/11/2012
Order Number 33000302 000 OP
Branch/Plant 330

TO:

ABACUS COMPUTERS INC.
6 DESTA DRIVE SUITE 1350
MIDLAND Texas 79705-5512

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/10/2012 Freight
Requested 10/10/2012 Taken By D.TORRES
Delivery Per J Zhine / Req #40659 Quote 100812 / DIR-SDD-1364

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
HP P6550 EVA contrl SAN & licn	1.000	118,000.0000	EA	118,000.00	11/16/2012
QK717A					
HP ProliantDL360p Gen8 Srv&enc	1.000	5,429.9200	EA	5,429.92	11/16/2012
654081-B21					
HP Proliant BL490C G7 SAN Cont	2.000	4,750.1100	EA	9,500.22	11/16/2012
603719-B21					
HP BldSystm C7000 Encl 3-phase	1.000	9,397.2900	EA	9,397.29	11/16/2012
507017-B21					
HP BLc VC Flx 10Ethrnet Module	2.000	8,905.2700	EA	17,810.54	11/16/2012
455880-B21					
HP BLc VC 8GB FC 20-Port Kit	2.000	6,934.2700	EA	13,868.54	11/16/2012
572018.-B21					
HP BLc 10Gb SR SFP+ Module	4.000	583.2700	EA	2,333.08	11/16/2012
455883-B21					
HP 8Gb Shrt Wave FibrChnl SFP+	8.000	144.0000	EA	1,152.00	11/16/2012
AJ718A					

city of lubbock TEXAS

PURCHASE ORDER

Page - 2
Date - 10/11/2012
Order Number 33000302 000 OP
Branch/Plant 330

TO:

ABACUS COMPUTERS INC.
6 DESTA DRIVE SUITE 1350
MIDLAND Texas 79705-5512

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/10/2012 Freight

Requested 10/10/2012 Taken By D.TORRES

Delivery Per J Zhine / Req #40659 Quote 100812 / DIR-SDD-1364

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
HP 8/40 SAN Swtch 8P Upgr Licn	2.000	4,864.8000	EA	9,729.60	11/16/2012

T5519A

Total Order

Terms NET DUE ON RECEIPT 187,221.19

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $500,000 General Aggregate. Automotive Liability- Combined Single limit for Any Auto – $100,000	Worker's Compensation Amounts- $500,000 or Employer's Liability and/or Occupational Medical and Disabilities. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non contributory basis with a Waiver of subrogation in favor of the City of Lubbock on all coverages. To include products of completed operations endorsements.	

This purchase order encumbers funds in the amount of $187,221 awarded to Abacus Computers Inc.of Midland, Texas, on October 25, 2012. The following is incorporated into and made part of this purchase order by reference: Quotation dated October 9, 2012 from Abacus Computers Inc. of Midland, Texas and State of Texas Department of Information Resources, Contract DIR-SDD-1364. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ABACUS
COMPUTERS INC.

Hub Certified DIR Vendor

October 9, 2012

David McGaughey
City Of Lubbock

Thank you for giving us the opportunity to discuss your microcomputer needs. We are pleased to submit this quotation. The following quotation is from the contract DIR-SDD-1364.

Quantity	Part Number	Description	Price/Unit	Total
1	BW904A	HP 642 1075mm Shock Rack		$118,000.00
1	BW904A#001	HP Factory Express Base Racking service		
1	QK717A	HP P6550 EVA dual controller FC Array		
1	QK717A#0D1	HP Factory Integrated		
4	AJ840A	HP M6625 2.5" SAS Drive Enclosure		
4	AJ840A#0D1	HP Factory Integrated		
100	AW611A	HP M6625 600GB 6G SAS 10K HDD		
100	AW611A#0D1	HP Factory integrated		
8	QK735A	HP Premium Flex LC/LC 49' Cable		
8	QK735A#0D1	HP Factory Integrated		
1	BW906A	HP 42U Side Panel Kit		
1	BW906A#0D1	HP Factory Integrated		
2	AF503A	HP Pwr Monitor 3PH 24A PDU		
2	AF503A#0D1	HP Factory Integrated		
2	AF400A	HP PDU Management Module		
2	AF400A#0D1	HP Factory Integrated		
1	TA664AAE	HP P6500 Command View SW E-LTU		
1	TC362AAE	HP P6500/EVA 6x00 Perf Advisor sw E-ltu		
1	HA110A3	HP 3-year Support Plus 24 SVC		
1	HA110A3#Q1Y	Command View P6500 EVA Unl SW sup		
1	HA110A3#Q24	P6500 EVA Dual controller Array JW Sup		
4	HA110A3#Q25	P6500 Drive Enclosure JW Sup		
100	HA110A3#Q26	P6500 HDD HW sup		
1	HA110A3#QW0	P6500 Perf Advisor SW LTU Sup.		
1	654081-B21	HP Proliant DL360p Gen8 Server		$5,429.92
1	654766-L21	HP intel Xeon e-5-2609/2.4Ghz processor		
1	669322-8GB	HP 8GB (2x4GB) Dual Rank		
1	654766-B21	HP Intel Xeon E5-2609/2.4Ghz processor		
1	669322-8GB	HP 8GB (2x4GB) Dual Rank		
1	589248-B21	Windows Server 2008 Factory integrated		
3	652564-B21	HP 300GB 6G SAS 10K SFF drives		
1	339779-B21	RAID 5 Drive Set		

1	661069-B21	HP 512MB FBWC		
1	AK344A	HP 81Q PCI-e FC HBA		
1	684208-B21	HP 1GBE 4-port adapter		
1	652241-B21	HP SATA DVDRW		
1	503296-2PS	2 HP 460W Common Slot pwr supplies		
1	663201-B21	HP 1U SFF Gen8 Rail kit		
2	603719-B21	HP Proliant BL490C G7 Server	**$4,750.11**	**$9,500.22**
2	637441-L21	HP Six-Core Intel Xeon E5649 Processor		
2	593339-36G	HP 36GB PC3-10600R memory		
2	637441-B21	HP Six-Core Intel Xeon E5649 Processor		
2	593339-36G	HP 36Gb PC3-10600R Memory		
2	451871-B21	HP BLc QLogic 8Gb Fiber HBA		
1	507017-B21	HP BladeSystem C7000 Enclosure 3-phase		**$9,397.29**
2	455880-B21	HP BLc VC Flex-10 Ethernet Module	**$8,905.27**	**$17,810.54**
2	572018-B21	HP BLc VC 8GB FC 20-port Kit	**$6,934.27**	**$13,868.54**
4	455883-B21	HP BLc 10Gb SR SFP+ Module	**$583.27**	**$2,333.08**
8	AJ718A	HP 8Gb Short Wave Fiber Channel SFP+	**$144.00**	**$1,152.00**
2	T5519A	HP 8/40 SAN Switch 8-port Upgrade LTU	**$4,864.80**	**$9,729.60**
		Total		**$187,221.19**

Patrick Weatherred, BS(EET)
Sales Consultant
Abacus Computers Inc
6 Desta Drive Suite 1350
Midland, TX 79705

Regular City Council Meeting **5. 9.**

Meeting Date: 10/25/2012

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 94000001 with M&S Technologies for the purchase of data networking equipment.

Item Summary

The data networking hardware will provide server and network upgrades necessary to support the use of GIS data, such as that acquired in the Digital Orthophotography Capital Project 8551, and other large data sets in upcoming software conversions, in particular the Permitting and Land Use System Capital Project 92309.

Permitting software includes Geographic Information System (GIS) integration. This hardware upgrade is designed to meet the needs of that system. Part of this project is also the final phase of the Digital Orthophotography capital project, from which the City acquired 15 terrabytes of aerial imagery and planimetric data, which needs to be stored efficiently and routed around the network.

In addition, the hardware improvements to the Data Center and the network will upgrade the primary server network infrastructure to provide 40 gigabit per second networking through link aggregation and with support an 8 gigabit per second fiber channel and a new storage area network. The project also upgrades network core port density and routing speed to support multiple 10 gigabit per second campus connections. Further, this upgrade provides the necessary bandwidth for the 10 gigabit per second backhaul connecting downtown campuses.

The purchase of the networking hardware for the infrastructure upgrade is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1470. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

$800,000 is appropriated in Capital Improvement Project 8551, GIS Digital Orthophotos and Contours, with $210,679 available for this purpose. $660,000 is appropriated in Capital Improvement Project 92309, Permitting and Land Use System, with $19,100 available for this purpose. The total cost of the purchase is $229,779.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & PO - M&S Technologies

Budget Detail

8551 and 92309 Detail Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 94000001 for the purchase of data networking equipment as per DIR-SDD-1470, by and between the City of Lubbock and M&S Technologies of Dallas, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.M&S Technologies-PurchaseOrd
October 11, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/10/2012
Order Number 94000001 000 OP
Branch/Plant 8551

TO:
M & S TECHNOLOGIES
2727 LBJ FREEWAY, SUITE 810
DALLAS Texas 75234

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/10/2012 Freight
Requested 10/10/2012 Taken By D.TORRES
Delivery Per J Zhine / Req #40657 Q#TL100412MXMB / DIR-SDD-1470

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
MX480 PremBndl w/redndt AC Pwr	1.000	48,150.0000	EA	48,150.00	11/16/2012
#MX480-PREMIUM2-AC					
RtngEng-QudCor1800Ghz 16G Base	2.000		EA		11/16/2012
#RE-S-1800X4-16G-BB					
MX Swtch CntrlBoard-incl w/chs	2.000		EA		11/16/2012
#SCB-MX960-BB					
2520W AC Power Supply-incl w/B	4.000		EA		11/16/2012
#PWR-MX480-2520-AC-BB					
MX480 HiCap fantray cnfg optBB	1.000		EA		11/16/2012
#FFTRAY-MX480-HC-BB					
JUNOS 64-bit Internet Software	1.000	4,500.0000	EA	4,500.00	11/16/2012
#JUNOS-64					
L2 & L2.5 features reqSFPPoptc	1.000	103,500.0000	EA	103,500.00	11/16/2012
#MPC-ED-16XGE-SFPP-R-B					
SFP+10GE plggbl transc SMF 10K	2.000	2,000.0000	EA	4,000.00	11/16/2012
#SFPP-10GE-LR					

city of lubbock TEXAS

PURCHASE ORDER

Date - 10/10/2012

Order Number 94000001 000 OP

Branch/Plant 8551

TO:

M & S TECHNOLOGIES
2727 LBJ FREEWAY, SUITE 810
DALLAS Texas 75234

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/10/2012 Freight

Requested 10/10/2012 Taken By D.TORRES

Delivery Per J Zhine / Req #40657 Q#TL100412MXMB / DIR-SDD-1470

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SFP+10GE plggbl transcMMF 300m	4.000	750.0000	EA	3,000.00	11/16/2012
#SFPP-10GE-SR					
SFP+10GB Ethrnt LRM Optc MMF	2.000	1,050.0000	EA	2,100.00	11/16/2012
#EX-SFP-10GE-LRM					
EX4200 24Prt 10/100/1000Base T	1.000	2,600.0000	EA	2,600.00	11/16/2012
320W AC PS #EX4200-24T					
EX4200 &EX3200 2Prt 10G SFP	1.000	1,200.0000	EA	1,200.00	11/16/2012
Uplnk Mod #EX-UM-2X4SFP					
JCare NxtDaySupp MX480 Chassis	1.000	3,726.0000	EA	3,726.00	11/16/2012
#SVC-ND-MX480					
JunprCare SameDySupp MX-MPC-3D	1.000	11,961.0000	EA	11,961.00	11/16/2012
#SVC-SD-MX-MPC-3D-16XGE-B					
JCare NxtDaySupp EX4200-24T	1.000	212.4000	EA	212.40	11/16/2012
#SVC-ND-EX4200-24T					
EX4200 48Prt 10/100/1000Base T	4.000	4,400.0000	EA	17,600.00	11/16/2012
320W AC PS #EX4200-48T					

city of lubbock TEXAS

PURCHASE ORDER

Page - 3
Date - 10/10/2012
Order Number 94000001 000 OP
Branch/Plant 8551

TO:
M & S TECHNOLOGIES
2727 LBJ FREEWAY, SUITE 810
DALLAS Texas 75234

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/10/2012 Freight
Requested 10/10/2012 Taken By D.TORRES
Delivery Per J Zhine / Req #40657 Q#TL100412MXMB / DIR-SDD-1470

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
EX4200 &EX3200 320W AC Pwr Sup	4.000	300.0000	EA	1,200.00	11/16/2012
#EX-PWR-320-AC					
EX4200 &EX3200 2Prt 10G SFP	2.000	1,200.0000	EA	2,400.00	11/16/2012
Uplnk Mod #EX-UM-2X4SFP					
SFP+10GB Ethrnt LRM Optc MMF	2.000	1,050.0000	EA	2,100.00	11/16/2012
EX-SFP-10GE-LRM					
EX4500 32Prt 1/10G SFPcnvg swt	1.000	9,500.0000	EA	9,500.00	11/16/2012
650W AC PS #EX4550-32F-AFO					
Jnpr 650W AC Pwr Supp - EX4550	1.000	900.0000	EA	900.00	11/16/2012
#JPSU-650W-AC-AFO					
SFP+10GB Ethrnt LRM Optc SMF	4.000	2,400.0000	EA	9,600.00	11/16/2012
#EX-SFP-10GE-LR					
JCare NxtDaySupp EX4200-48T	4.000	382.5000	EA	1,530.00	11/16/2012
#SVC-ND-EX4200-48T					

Total Order

Terms NET DUE ON RECEIPT 229,779.40

PURCHASE ORDER

city of lubbock TEXAS

Page -	4
Date -	10/10/2012
Order Number	94000001 000 OP
Branch Plant	8551

TO:	SHIP TO:
M & S TECHNOLOGIES 2727 LBJ FREEWAY, SUITE 189 DALLAS, TEXAS 75234	CITY OF LUBBOCK INFORMATION TECHNOLOGY C/O MARK YEARWOOD 1611 10TH STREET LUBBOCK, TX 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

This purchase order encumbers funds in the amount of $229,779 awarded to M & S Technology of Dallas, Texas, on October 25, 2012. The following is incorporated into and made part of this purchase order by reference: Quotation TL100412MXMB, dated October 4, 2012 from M & S Technology of Dallas, Texas and State of Texas Department of Information Resources, Contract DIR-SDD-1470. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

M&S TECHNOLOGIES

M&S TECHNOLOGIES

Contact/Remit To Address:

M&S Technologies
2727 LBJ Freeway #810
Dallas, TX 75234

Rep Name: Tiffany Lawson
Rep Email: tlawson@mandstech.com
Phone: 214-420-5812
Fax: 214-420-5888
www.mandstech.com

TO:	QUOTE INFO:	
David McGaughey	Quote No.	TL100412MXMB
	Customer Name:	City of Lubbock
	Date:	10/4/2012
	Expire Date:	11/4/2012
	Email:	dmcgaughey@mylubbock.us
	Phone:	
	Submitted By:	Tiffany Lawson

1	MX480-PREMIUM2-AC	MX480 Premium Bundle with redundant components, AC Power	$107,000.00	55.00%	$48,150.00	$48,150.00
2	RE-S-1800X4-16G-BB	Routing Engine - Quad Core 1800Ghz with 16G Memory, Base Bundle, for MX	$0.00	0.00%	$0.00	$0.00
2	SCB-MX960-BB	MX Switch Control Board, 2 are included in MX960BASE chassis price	$0.00	0.00%	$0.00	$0.00
4	PWR-MX480-2520-AC-BB	2520W AC Power Supply, configurable option in base bundle (Note: AC power cords are sold separately)	$0.00	0.00%	$0.00	$0.00
1	FFANTRAY-MX480-HC-BB	MX480 High Capacity fantray, configurable option in base bundle	$0.00	0.00%	$0.00	$0.00
1	JUNOS-64	JUNOS 64-bit Internet Software U.S. Domestic Version (not for export)	$10,000.00	55.00%	$4,500.00	$4,500.00
1	MPC-3D-16XGE-SFPP-R-B	16x10GE line card bundle, price includes full scale L3, L2 and L2.5 features, requires SFPP optics sold separately	$230,000.00	55.00%	$103,500.00	$103,500.00
2	SFPP-10GE-LR	SFP+ 10GE pluggable transceiver, SMF, 1310nm for 10KM transmission	$4,000.00	50.00%	$2,000.00	$4,000.00
4	SFPP-10GE-SR	SFP+ 10GE pluggable transceiver, MMF, 850nm for 300m transmission	$1,500.00	50.00%	$750.00	$3,000.00
2	EX-SFP-10GE-LRM	SFP+ 10 Gigabit Ethernet LRM Optics, 1310nm for 220m transmission on MMF	$1,750.00	40.00%	$1,050.00	$2,100.00
1	EX4200-24T	EX 4200, 24-port 10/100/1000BaseT (8-ports PoE) + 320W AC PS, includes 50cm VC cable	$5,200.00	50.00%	$2,600.00	$2,600.00
1	EX-UM-2X4SFP	EX4200 and EX3200 2-Port 10G SFP+ / 4-port 1G SFP Uplink Module	$2,000.00	40.00%	$1,200.00	$1,200.00
1	SVC-ND-MX480	J-Care NextDay Support for MX480 Chassis (includes RE/SCB/PWR/JUNOS)	$4,140.00	10.00%	$3,726.00	$3,726.00
1	SVC-SD-MX-MPC-3D-16XGE-B	Juniper Care SameDay Support for MX-MPC-3D-16XGE-B (includes MIC)	$13,290.00	10.00%	$11,961.00	$11,961.00
1	SVC-ND-EX4200-24T	Juniper Care NextDay Support for EX 4200-24T	$236.00	10.00%	$212.40	$212.40
4	EX4200-48T	EX 4200, 48-port 10/100/1000BaseT (8-ports PoE) + 320W AC PS, includes 50cm VC cable	$8,800.00	50.00%	$4,400.00	$17,600.00
4	EX-PWR-320-AC	EX 4200 and EX 3200 320W AC Power Supply (power cord needs to be ordered separately)	$500.00	40.00%	$300.00	$1,200.00
2	EX-UM-2X4SFP	EX4200 and EX3200 2-Port 10G SFP+ / 4-port 1G SFP Uplink Module	$2,000.00	40.00%	$1,200.00	$2,400.00
2	EX-SFP-10GE-LRM	SFP+ 10 Gigabit Ethernet LRM Optics, 1310nm for 220m transmission on MMF	$1,750.00	40.00%	$1,050.00	$2,100.00
1	EX4550-32F-AFO	EX 4550, 32-port 1/10G SFP+, Converged switch, 650W AC PS, Built in Port Side to PSU side air flow (optics sold separately)	$19,000.00	50.00%	$9,500.00	$9,500.00
1	JPSU-650W-AC-AFO	Juniper 650W AC Power Supply for EX4550, QFX3500 and QFX3600 (PSU-side airflow exhaust)	$1,500.00	40.00%	$900.00	$900.00
4	EX-SFP-10GE-LR	SFP+ 10GBase-LR 10 Gigabit Ethernet Optics, 1310nm for 10km transmission on SMF	$4,000.00	40.00%	$2,400.00	$9,600.00
4	SVC-ND-EX4200-48T	Juniper Care NextDay Support for EX 4200-48T	$425.00	10.00%	$382.50	$1,530.00

Notes:

DIR-SDD-1470

Subtotal	**$229,779.40**
Shipping	**TBD**
Quote Total (USD):	**$229,779.40**

Tax Not Included

**Standard payment terms for M&S Technologies, Inc. are Net-30 pending credit approval unless otherwise indicated on this quotation. All multiple Invoice Proposals are W.A.C. ** All returns subject to manufacturers terms and conditions, as well as a 25% re-stocking fee.

Customer Authorization

By execution of the signature line below, I represent that I am an authorized agent of the company and hereby agree to the terms, conditions and pricing contained in this estimate. In addition, I understand that this is a binding document that supercedes all prior verbal and written correspondence.

Authorized Agent Information

Signature of Authorized Agent: _____ Print Name: _____

Phone: _____ Ext. _____ Company DUNDS #: _____

Date: _____

Purchasing Agent Information

Purchasing Agent (if different): _____ Print Name: _____

Phone: _____ Ext. _____

City of Lubbock, TX
Capital Project
Project Cost Detail
October 25, 2012

Capital Project Number:	8551
Capital Project Name:	GIS Digital Orthophotos and Contours
Capital Project Number:	92309
Capital Project Name:	Permitting and Land Use System

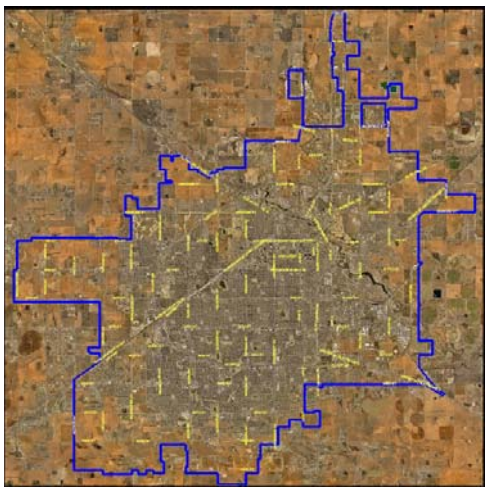
	Budget	
Capital Project Number:	**8551**	**92309**
Encumbered/Expended		
Admin Cost	$ 835	-
Sanborn Contract	557,105	-
Source Graphics	31,362	-
Agenda Item October 25, 2012		
M & S Technologies	210,679	19,100
Encumbered/Expended To Date	799,981	19,100
Estimated Costs for Remaining Appropriation		
Uncommitted	19	640,900
Remaining Appropriation	19	640,900
Total Appropriation	$ 800,000	660,000

Managing Department **GIS and Data Services**

Project Manager **Sally Abbe**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Production of two-pixel resolution, four-band digital color, and color infrared orthophotography for approximately 350 square miles (city limits plus stormwater drainage areas and the Metropolitan Planning Organization area). A wide range of Geographic Information System (GIS) data will be collected for 200 square miles, including one-foot contours, a digital terrain model, and planimetric data (fire hydrants, manholes, water valves, water meters, back of curb or edge of pavement, alley centerlines, bridges, culverts, ditches, concrete dams, railroad, railroad spurs, traffic points, traffic lines, medians, tower points, buildings, ADA ramps, landfill wells, electric features, inlet features, water bodies, and cemetery headstones). This request includes everything needed for the project, including surveying, ground control, and a network server.

Project Justification

The City historically acquires new aerial photography (now digital orthophotography) every five years. This project provides color and color infrared orthophotography for Lubbock and surrounding areas of interest. It also includes acquiring a wide range of GIS data compiled from the photography that will be used by multiple departments, other agencies, and citizens. A wide variety of data can be collected by this process in a fairly short time, and the data will be spatially aligned with the photos and contours. This information will be an asset to Lubbock GIS users.

Project History

$610,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$81,308 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O0105, November 19, 2009.
Reduced funding by $141,308 due to expenses funded by the MPO totaling $141,308.
$250,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Other Activities	800,000	0	0	0	900,000	0	0	1,700,000
Total Project Appropriation	800,000	0	0	0	900,000	0	0	1,700,000

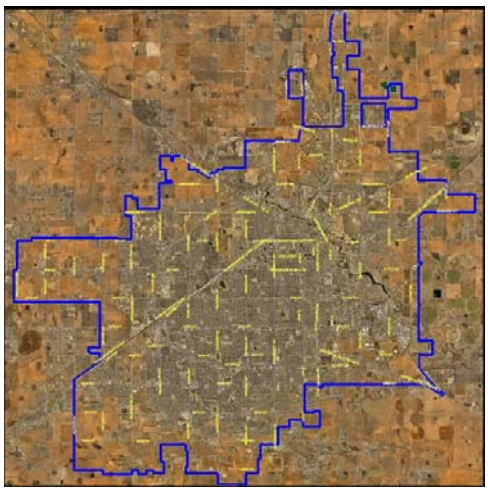
		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
Transfer from Storm Water Utility Fund	500,000	0	0	0	562,500	0	0	1,062,500
Transfer from Water Utility Fund	300,000	0	0	0	337,500	0	0	637,500
Total Funding Sources	800,000	0	0	0	900,000	0	0	1,700,000

Managing Department **GIS and Data Services**

Project Manager **Sally Abbe**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Issue requests for proposals to evaluate integrated permitting and land management systems to replace the current out-dated Kiva system. The project includes software licensing, professional services for implementation, a new server, and first year annual maintenance.

Software license and project implementation $450,000
1st Year Maintenance 95,000
New Server 25,000
Contingency 90,000
Total Cost $660,000

Project Justification

The current version of the Kiva software, which includes the city's building permitting and land management databases, is past the end of its technological life. The KIVA software itself won't run on Windows 7, thus hampering the upgrade of desktops in several departments. It has been reduced to basic support and has not had enhancements in several years. The Oracle database version (v. 8) that it runs on is no longer supported. The RS-6000 computer that KIVA runs on is 12 years old, and its AIX-53TL7 operating system will soon be converted to "pay as you go" software support.

Since all the permitting for Building Inspection is on this system, as well as parcel, land use, and ownership data that is an integral part of the city's GIS system, it is vital that it be replaced as soon as possible. A new, integrated permitting system could accommodate other departments' permitting needs, thus reducing multiple permitting systems and making cross-departmental permit tracking, notification and reporting possible. One centralized addressing data base would make it easier to track multiple types of permit and license activity by address.

Project History

$660,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Other Activities	0	660,000	0	0	0	0	0	660,000
Total Project Appropriation	0	660,000	0	0	0	0	0	660,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2013 Storm Water Pay-As-You-Go	0	220,000	0	0	0	0	0	220,000
FY 2013 Wastewater Pay-As-You-Go	0	220,000	0	0	0	0	0	220,000
FY 2013 Water Pay-As-You-Go	0	220,000	0	0	0	0	0	220,000
Total Funding Sources	0	660,000	0	0	0	0	0	660,000

Regular City Council Meeting **5. 10.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute purchase order contract 33000301 with AT&T Global Services for telephone software and hardware annual maintenance service agreement.

Item Summary

The City operates one primary telephone switch and eighteen secondary telephone switches at various municipal sites. The contract provides continued maintenance to resolve phone switch problems related to the City's switches.

The $204,966 maintenance agreement is available from AT&T Global Services through the State of Texas Department of Information Resources (DIR) Information Technology Commodity Purchasing Program, Contract DIR-SDD-1465. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements. The term of the agreement is for one year.

Fiscal Impact

$204,966 is appropriated in the Adopted FY 2012-2013 Operating Budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & PO - AT&T Global

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000301 for an Annual Maintenance Service Agreement per DIR-SDD-1465, by and between the City of Lubbock and AT&T Global Services, Inc. of Dallas, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.AT&T-PurchaseOrd
October 10, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/09/2012
Order Number 33000301 000 OP
Branch/Plant 3409

TO:
AT&T GLOBAL SERVICES INC
PO BOX 8102
AURORA Illinois 60507-8102

SHIP TO:
CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/08/2012 Freight
Requested 10/08/2012 Taken By D.TORRES
Delivery PER C.CROW/REQ 40473 DIR-SDD-1465

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
66120838 Maintenance	1.000	4,239.7900	EA	4,239.79	10/31/2012
Water Reclamation Plant					
66123184 Maintenance	1.000	64,678.3800	EA	64,678.38	10/31/2012
Municipal Square					
66123187 Maintenance	1.000	13,740.9000	EA	13,740.90	10/31/2012
Municipal Building					
66123188 Maintenance	1.000	7,710.2900	EA	7,710.29	10/31/2012
Municipal Hill					
66123189 Maintenance	1.000	4,007.4400	EA	4,007.44	10/31/2012
Airport					
66123191 Maintenance	1.000	3,130.9700	EA	3,130.97	10/31/2012
Police Academy					
66123192 Maintenance	1.000	78,239.7300	EA	78,239.73	10/31/2012
LP&L BC					
66123193 Maintenance	1.000	1,706.1600	EA	1,706.16	10/31/2012
Vector Control					

city of lubbock TEXAS

PURCHASE ORDER

Page - 2
Date - 10/09/2012
Order Number 33000301 000 OP
Branch/Plant 3409

TO:
AT&T GLOBAL SERVICES INC
PO BOX 8102
AURORA Illinois 60507-8102

SHIP TO:
CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/08/2012 Freight
Requested 10/08/2012 Taken By D.TORRES
Delivery PER C.CROW/REQ 40473 DIR-SDD-1465

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
66123194 Maintenance	1.000	4,105.9300	EA	4,105.93	10/31/2012
Fire Admin Bldg					
66123195 Maintenance	1.000	2,328.4800	EA	2,328.48	10/31/2012
LP&L Cooke Plant					
66123197 Maintenance	1.000	3,401.4900	EA	3,401.49	10/31/2012
Water Treatment Plant					
66123198 Maintenance	1.000	2,995.2000	EA	2,995.20	10/31/2012
Health Department					
66123199 Maintenance	1.000	1,497.6000	EA	1,497.60	10/31/2012
Police Property Room					
66123200 Maintenance	1.000	3,063.7200	EA	3,063.72	10/31/2012
Civic Center					
66123201 Maintenance	1.000	1,497.6000	EA	1,497.60	10/31/2012
Mahon Library					
66123202 Maintenance	1.000	1,468.8000	EA	1,468.80	10/31/2012
Airport Maintenance Shop					

city of lubbock TEXAS

PURCHASE ORDER

Page - 3
Date - 10/09/2012
Order Number 33000301 000 OP
Branch/Plant 3409

TO:
AT&T GLOBAL SERVICES INC
PO BOX 8102
AURORA Illinois 60507-8102

SHIP TO:
CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/08/2012 Freight
Requested 10/08/2012 Taken By D.TORRES
Delivery PER C.CROW/REQ 40473 DIR-SDD-1465

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
16148970 Maintenance	1.000	945.6000	EA	945.60	10/31/2012
Buddy Holly Center					
66207528 Maintenance	1.000	3,760.1400	EA	3,760.14	10/31/2012
Special Operations					
66207527 Maintenance	1.000	2,448.0000	EA	2,448.00	10/31/2012
Coliseum					
				Total Order	
Terms NET DUE ON RECEIPT				204,966.22	

REQUIRED PRIOR TO INSTALLATION:

COMMERCIAL GENERAL LIABILITY – PER OCCURRENCE - $1,000,000: General Aggregate. AUTOMOBILE LIABILITY – $1,000,000: Combined single limit for any auto. WORKERS COMPENSATION or Employer's Liability and/or Occupational Medical and Disability. Copies of the endorsement required.
City of Lubbock is named additional insured on Auto/General Liability on a primary and non-contributory basis with waiver of subrogation in favor of the City of Lubbock on all coverage's. To include products of completed operations endorsement.

This purchase order encumbers funds in the amount of $204,966.22 awarded to AT&T Global Services of Dallas, Texas, on October 25, 2012. The following is incorporated into and made part of this purchase order by reference: Statement of Work, 20120503-0174 dated October 3, 2012 from AT&T Global Services of Dallas, Texas and State of Texas Department of Information Resources, Contract DIR-SDD-1465. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

2012 1002-9215

at&t

Statement of Work
AT&T Equipment Solutions - Voice Equipment Resale and Support Services Addendum

Voice Addendum ECATS No.: 20120503-0174
DIR SDD-1465
SOW ECATS No.: _____
CPR: _____

CUSTOMER Legal Name ("Customer")	AT&T Global Services	AT&T Branch Sales Contact Name
City of Lubbock	SBC Global Services, Inc. dba AT&T Global Services ("AT&T")	Name: Tracy Steen-Millican
CUSTOMER Address	**AT&T Corp. Address and Contact**	**AT&T Branch Sales Contact Information**
1301 Broadway Lubbock, TX 79401	One AT&T Plaza Dallas, TX 75202 Attn: General Attorney	410 West Missouri Avenue #118 Midland, TX 79701 Email : ts8733@att.com
CUSTOMER Contact	**CUSTOMER Billing Address**	**AT&T Contact Information**
Name: Clifford Crow Telephone: (806) 775-2357 Fax: (806) 774-8908 Email: ccrow@mylubbock.us Customer Number: 20095518	Attention: Telecom P O Box 2000 Lubbock, TX 79457	Name: Tracy Steen-Millican Address: 410 West Missouri Avenue #118 City: Midland, TX 79701 Telephone: (432) 498-2505 Email: ts8733@att.com

This Statement of Work ("SOW") is part of the Voice Addendum between AT&T and Customer referenced above ("Addendum"). Any services or equipment provided by AT&T under this SOW shall be governed by the terms and conditions contained herein, and by the terms of the Addendum. To the extent any terms and conditions contained in this SOW conflict with those of the Addendum, the terms of this SOW shall prevail, only with respect to orders under this SOW. This SOW is effective, and is incorporated into and made part of the Addendum, on the date when signed by the latter of both Customer and AT&T.

This SOW may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission.

AGREED:

CUSTOMER: **City of Lubbock (DIR SDD-1465)**

By:_____
(Authorized Agent or Representative)

Glen C. Robertson
(Typed or Printed Name)

(Title) Mayor

(Date)

AGREED:

AT&T Global Services

By: Eua P. Smith
(Authorized Agent or Representative)

(Typed or Printed Name) EUA P. SMITH

(Title) Lead Customer Contracts

(Date) 10/3/202

ATTEST

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

Mark Yearwood, Chief Information Officer

APPROVED AS TO FORM

Chad Weaver, Assistant City Attorney

at&t

Date of Submission: 10/10/12

DIR SDD-1465

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Maintenance Services: **X - Complete** **X - Essential** ☐ Dedicated **X - Custom**

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: 1 Year From: 10/25/12 To: 10/24/13 Annual Price: $204,966.23

Service Plan Payment Terms (default is annual): ☐Prepay X - Annual ☐Semi-Annual ☐Quarterly ☐Monthly

Remittance of invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

ATTACHMENTS:

1. SCOW, PIG
2. **Bill of Materials for Equipment and Services** **X**
3. Invoicing Schedule and Payment Terms
4. Implementation Timeline
5. Certificate of Acceptance
6. Other:

DIR # DIR SDD - 1465

BILL OF MATERIALS FOR EQUIPMENT AND SERVICES

EQUIPMENT COVERED UNDER MAINTENANCE PLAN:

Contract #66120838
3202 East 36th Street
Lubbock, TX 79401

AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $4,239.79**

(1) Meridian 1 Option 11C Compact – Serial #10261757 – Software Release 3.0
(1) Universal Trunk Card
(1) TMDI T-1 Card
(1) Analog Message Waiting Line Card
(1) 11C Compact Digital Line Card
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Adtran T-1 ESF CSU
Associated PBX Telephone Sets

Contract #66123184
916 Texas
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $64,678.38**

(1) Nortel CS1000 – Serial #Z01125 – Software Release 7.5
(1) Line Side T-1 Card
(11) Dual Port DTI/PRI Cards
(9) Universal Trunk Cards
(2) TMDI T-1 Cards
(3) Succession Media Cards

(17) Digital Line Cards
(9) Analog Message Waiting Line Cards
(3) Digitone Receiver Card
(1) Telstrat Card 740-01060-01
(1) 24-Channel 703t Call Pilot Voice Messaging System – Dongle ID 10307128 – Software Release 4.04
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(2) US Robotics Modem
(1) Interalia 4-Port Announcer
Associated PBX Telephone Sets

Contract #66123187
1625 13th Street
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $13,740.90**

(1) Meridian 1 Option 11C – Serial #318832241 – Software Release 6.0
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(17) Digital Line Cards
(7) Analog Message Waiting Line Cards
(2) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(2) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123188
600 Municipal Drive
Lubbock, TX 79403
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $7,710.29**

(1) Meridian 1 Option 11C – Serial #10013409 – Software Release 5.5
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(7) Digital Line Cards
(3) Analog Message Waiting Line Cards
(3) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Interalia Announcer
Associated PBX Telephone Sets

Contract #66123189
5401 North Martin Luther King Boulevard
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $4,007.44**

(1) Meridian 1 Option 11C – Serial #10013134 – Software Release 3.0
(1) Universal Trunk Cards
(1) PRI T-1 Cards
(3) Digital Line Cards
(2) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123191
508 Davis Avenue
Lubbock, TX 79401
AT&T Maintenance Services – Essential with Pass Basic **Annual Rate: $3,130.97**

(1) Meridian 1 Option 11C – Serial #10102817 – Software Release 3.0
(1) Universal Trunk Cards
(1) TMDI T-1 Cards
(2) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123192
1301 Broadway
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $78,239.73**

(1) Avaya CS1000 – Serial #318840727 – Software Release 7.5
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(1) Line Side T1 Card
(3) Succession Media Cards
(5) Digital Line Cards
(2) Analog Message Waiting Line Cards
(2) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) MIRAN Card
(56) IP ISM's
Associated PBX Telephone Sets
Chrysalis Sonata CTI, CECB IVR
Avaya MPS 500 IVR

Contract #66123193
401 North Ash
Lubbock, TX 79401
AT&T Maintenance Services – Complete **Annual Rate: $1,706.16**

(1) Meridian Fiber Remote Cabinet
(1) Universal Trunk Cards
(2) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Interalia 2-Port Announcer
Associated PBX Telephone Sets

Contract #66123194
1515 East Ursaline
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $4,105.93**

(1) Meridian 1 Option 11C – Serial #10258676 – Software Release 3.0
(2) Universal Trunk Cards
(1) TMDI T-1 Cards
(4) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer

(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Adtran ACE T-1 CSU
Associated PBX Telephone Sets

Contract #66123195
3500 Slaton Highway
Lubbock, TX 79404
AT&T Maintenance Services – Complete **Annual Rate: $2,328.48**

(1) Norstar Modular ICS
(1) Analog Station Module
(1) LS/DS Trunk Cartridge
(1) Digital Trunk Interface
(1) Digital Station Module
(1) 2-Port Fiber Expansion Card
Associated Norstar Telephone Sets

Contract #66123197
6001 North Guava
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $3,401.49**

(1) Meridian 1 Option 11 Mini – Serial #10260812 – Software Release 3.0
(1) Universal Trunk Card
(1) TMDI T-1 Card
(1) Analog Message Waiting Line Card
(1) Opt 11 Mini Digital Line Card
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) Adtran T-1 ESF CSU

Contract #66123198
1902 Texas Avenue
Lubbock, TX 79401
AT&T Maintenance Services – Essential **Annual Rate: $2,995.20**

(1) Fiber Remote Cabinet
(5) Digital Line Cards
(3) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123199
1010 9th Street & Texas
Lubbock, TX 79401
AT&T Maintenance Services – Essential **Annual Rate: $1,497.60**

(1) Fiber Remote Cabinet
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123200
1501 6th Street
Lubbock, TX 79401
AT&T Maintenance Services – Complete **Annual Rate: $3,063.72**

(1) Fiber Remote Cabinet
(2) Universal Trunk Cards
(3) Digital Line Cards

(3) Analog Message Waiting Line Cards
(1) Interalia Announcer
Associated PBX Telephone Sets

Contract #66123201
1306 9th Street
Lubbock, TX 79401
AT&T Maintenance Services – Essential **Annual Rate: $1,497.60**

(1) Fiber Remote Cabinet
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123202
5900 North Walnut
Lubbock, TX 79401
AT&T Maintenance Services – Essential **Annual Rate: $1,468.80**

(1) Norstar Modular ICS Key System
(1) LS/DS Trunk Card
(1) Digital Trunk Interface
Associated Norstar Telephone Sets

Contract #16148970
1801 Avenue G
Lubbock, TX 79401
AT&T Maintenance Services – Essential **Annual Rate: $945.60**

(1) Fiber Remote Cabinet
(1) Digital Line Card
(1) Analog Message Waiting Line Card
(1) Universal Trunk Card
Associated PBX Telephone Sets

Contract # 66207528
2501 Avenue C
Lubbock, TX 79404
AT&T Maintenance Services – Complete with Pass Basic **Annual Rate: $3,760.14**

(1) Meridian 1 Option 11C – Serial #10240028 – Software Release 3.0
(1) Universal Trunk Cards
(1) PRI T-1 Cards
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) SEBII Maintenance Modem
(1) Digital Link Solo T-1 CSU
(1) MDR Buffer Box
Associated PBX Telephone Sets

Contract # 66207527
401 North Boston
Lubbock, TX 79415
AT&T Maintenance Services – Complete **Annual Rate: $2,448.00**

(1) Norstar Modular ICS Key System
(1) LS/DS Trunk Card
(1) Digital Trunk Interface
(1) Digital Station Module
(3) Analog Station Modules
(1) 6-Port Expansion Module
Associated Norstar Telephone Sets

at&t

EQUIPMENT NOT COVERED UNDER MAINTENANCE PLAN:

Headsets, portable/wireless/cordless telephone sets, answering machines, UPS systems, power conditioners, power supplies, batteries, charger kits, perishable /consumable commodities such as printer ribbons, printer cartridges, etc.

Avotus InteleControl Attendant Pro is excluded.

SPECIAL TERMS AND CONDITIONS:

Avaya's Partner Assurance Support Services Basic (GE4300) allows AT&T the ability to provide 3rd tier and corrective content support on those systems noted above.

Coverage on the Avaya MPS 500 IVR will be provided directly by Avaya as noted below:

QTY	Part #	Description
1	GT6301CP1	Avaya Express Base MPS 500 New/Upgrade Sys w/HW or TMS - Customer Care (M-F, 9:00-17:00 local time) - SLNCP1
2	GT6301CP2	Avaya Express MPS500 INCREM SPCH SRVR - Customer Care (M-F, 9:00-17:00 local time) - SLNCP2
48	GT6301CP6	Avaya Express LICENS FOR NEW SYS -Customer Care (M-F, 9:00-17:00 local time) - SLNCP6
2	GT6301CP7	Avaya Express MPS 500 DATABASE CLIENT -Customer Care (M-F, 9:00-17:00 local time) - SLNCP7
24	GT6305CQ8	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (Tier 1)-SLNCQ8
24	GT6305CR2	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (Tier 3) - SLNCR2
48	GT6305CR6	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (TTS) - SLNCR6

Chrysalis Premium 24x7 Service and Support plan for IVR, Sonata CTI, CECB

Description of Premium (24x7) Service and Support Plan

If a failure of the Software should occur that has a material adverse effect on customer's ability to use the software ('emergency'), Chrysalis shall use its best efforts to isolate the defect or failure and install at Customer's site a program fix or patch. Chrysalis shall respond within two (2) hours of notice of the failure seven days a week, 24 hours a day, 365 days of the year including holidays. Failures of the Software which do not constitute an emergency shall normally be corrected and a program fix or patch tested at the customer's site within 48 hours of notice of the failure including weekends and holidays. Details on the terms and conditions of maintenance and warranties are available in separate documents.

The Service and Support Plan does not cover changes requested by the customer, changes made by the customer or agents of the customer or changes to the database access. These items can be modified using the Change Order Process. As long as the customer has purchased Service and Support Plan coverage, they will be given top priority in either responding to trouble calls or implementing change requests.

Regular City Council Meeting **5. 11.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Fire Department: Consider a resolution to authorize the Mayor to execute contract 10984, with the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG) Award.

Item Summary

The grant funding is used to support the local emergency management program and to encourage mitigation, preparedness, response and recovery capabilities for all hazard events. The EMPG is administered through the Texas Division of Emergency Management. This grant reimbursement is for emeregency management costs incurred between October 1, 2011 and September 30, 2012. Due to the late award of the grant the State extended the grant, deadline until March 31, 2012.

Fiscal Impact

The EMPG requires a minimum 50% match. The maximum amount of funding the City and County can receive from the program is $128,075. The funds were budgeted in the FY 2011-12 Emergency Management Special Revenue Fund operating budget. The City has already expended the funds.

Staff/Board Recommending

Mike Kemp, Fire Chief
Jay Parchman, Director of Emergency Management

Attachments

Resolution - EMPG

Award Letter

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept funding on behalf of the City of Lubbock through the Emergency Management Performance Grant. Notice of the Grant Award 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 _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Res-EM Grant-12
10.10.12

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
JOHN STEEN

September 26, 2012

The Honorable Glen Robertson
Mayor, City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

Dear Mayor Robertson:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2012 (FY 12) has been accepted.

1. Grant Award

   The Notice of Sub-recipient Grant Award (Attachment 1) specifies the federal EMPG program funding that will be provided during FY 12.

   A representative authorized by your City Council to accept grants on behalf of the jurisdiction must sign the grant award. Typically the Mayor or City Manager must sign the award and return it to the Texas Division of Emergency Management (TDEM) *within 45 days* to activate your grant. Retain a copy for your records and provide a copy of the entire grant award package to your local financial manager. Failure to accept the award and return documentation to TDEM within 45 days may result in the distribution of the award to another jurisdiction.

2. Required EMPG Tasks

   A. Your FY 12 EMPG Program Application has been approved. As changes to this document may have been made in order to meet FY 12 program requirements since originally submitted, you should carefully review the attached copy.

   B. All EMPG participants must prepare and submit an After Action Report (AAR) and Improvement Plan (IP), in the format prescribed by the DHS Homeland Security Exercise Evaluation Program (HSEEP) and TDEM guidelines. The HSEEP document can be accessed at https://hseep.dhs.gov. A sample AAR and IP is located on our website at http://www.txdps.state.tx.us/dem.

   C. The Department of Homeland Security has identified steps that States, territories, tribal, and local entities should take during FY 12 to remain compliant with the NIMS. All jurisdictions awarded FY 12 EMPG funds must achieve and maintain 100% compliance with NIMSCAST objectives and metrics.

EQUAL OPPORTUNITY EMPLOYER
COURTESY • SERVICE • PROTECTION

RECEIVED SEP 28 2012

3. Task Progress & Reporting

Continued participation in the EMPG program is in part conditioned on making proportional progress on your Work Plan tasks and the timely submission of progress and financial reports.

A. Proportional Progress in Program Tasks. You are expected to complete and document a portion of those tasks each quarter rather than deferring most planning tasks, training, exercises, and other activities until the last several months of the fiscal year. Those who try to complete a year's work in several months frequently fail when emergencies occur late in the year.

B. Financial Reports. EMPG Financial reports are due 30 days after the close of each quarter of the federal Fiscal Year. Quarterly Financial Reports are due January 30, April 30, July 30, and October 30. These reports should be emailed directly to the TDEM EMPG Auditor, Doris.Grisham@dps.texas.gov.

C. Quarterly Metrics Templates. FEMA EMPG quarterly templates are due every quarter, January 15, April 15, July 15, and October 15. These templates should be emailed directly to the TDEM EMPG Grant Technician, Heather.Baxter@dps.texas.gov .

D. Progress Reports. Your first semi-annual progress report was due to the TDEM Preparedness Section on April 15, 2012. The final progress report is due October 15, 2012, and should be emailed directly to the TDEM EMPG Grant Technician, Heather.Baxter@dps.texas.gov .

If you do not expend grant funds allocated on allowable expenses within the performance period, future grants will likely be reduced.

If you determine that you do not wish to participate in the FY 12 EMPG program, please submit a letter from your Authorized Official requesting to terminate your participation from the program.

If you have questions regarding EMPG tasks, please contact the EMPG Grant Coordinator III, Lisa Resendez at 512-424-7511/512-574-1473, or your District Coordinator.

Respectfully,

W. Nim Kidd, CEM ®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:lr

Attachments: 1- Notice of Sub-Recipient Grant Award
2- Terms and Conditions

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: FY 2012 Emergency Management Performance Grant (EMPG)

DHS Instrument Number: 2012-EP-00011

TDEM Grant Number: 12TX-EMPG-0944

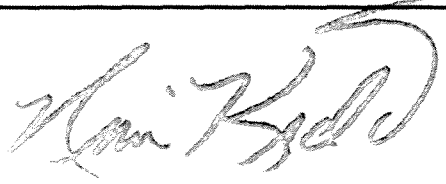
Administered By: Texas Department of Public Safety
Texas Division of Emergency Management
P.O. Box 4087
Austin, Texas 78773-0220

SubRecipient: **City of Lubbock**
P.O. Box 2000
Lubbock, TX 79457

Amount of Grant: **$128075.37**

Period of Grant: October 1, 2011 to March 31, 2013

The period of grant reflects a six (6) month extension to complete and close out your FY 12 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2012 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	**Authorized** Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 9/26/12	Date:

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Office of Management and Budget
PO Box 4087
Austin, TX 78773-0220

2012 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2012 priority for this program is to Advance "Whole Community" Security and Emergency Management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code authorizing these services and conditions. The federal grant terms and conditions are located at: http://www.fema.gov/government/grant/empg .

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Sub recipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 12 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of subrecipients:

    A. Implement (NIMS) at the local level.

    B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.

    C. Sub recipients must have a tracking system of record to organize and coordinate resources in response to incidents.

    D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If the TDEM identifies deficiencies in the subrecipients plan, subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

    E. During the performance period of this grant, subrecipeient's agrees to legally-adopt county and/or regional mutual aid agreements.

    F. Subrecipeient's must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

G. The subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: List the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.ojp.usdoj.gov/financialguide/.

   A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at :http://www.whitehouse.gov/omb/circulars .

   B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *DHS Office of Grant Operations (OGO)'s Financial Management Guide (January 2006) at:* http://www.ojp.usdoj.gov/odp/docs/Financial_Management_Guide.pdf

   C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities, the subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

   D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with of the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

   E. Sub recipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Sub recipient has expenditures in excess of $500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *FY 2012 Local Emergency Management Program Guide.* Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *FY 2012 Local Emergency Management Program Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/FY2012EMPGGuide.pdf Sub recipient must prepare and submit Semi-Annual Progress Reports TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 and the second reporting period is April 1 to September 30 of each fiscal year. Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests.

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient, 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;

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Areas Security Initiative (UASI) strategies.

F. The subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

    Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2012 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, 2012 and October 15, 2012, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

Regular City Council Meeting **5. 12.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Benefits: Consider a resolution to authorize the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas.

Item Summary

The City's health plan is governed by the City of Lubbock Employee Benefit Plan Document. Effective January 1, 2013, the City will pay 100% of dental costs for employees. Because the City will be contributing to this benefit, changes for dependent eligibility requirements for dental benefits only is being requested.

The requirement effective January 1, 2012, currently states that married employees, who both work for the City, may choose to cover their spouse as a dependent or the spouse may choose to be covered as an employee. In no event, shall the spouse be covered as both an employee and dependent.

The request is to change the requirement to state that married employees, who both work for the City, may not cover their spouse as a dependent. The spouse must be covered as an employee rather than a dependent. In no event, shall the spouse be covered as both an employee and dependent. This request applies to active members only.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment 13 - HR

RESOLUTION

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

THAT Amendment Number Thirteen (13) to the City of Lubbock Employee Benefit Plan is hereby adopted and approved. 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 on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #13-Employee Benefit Plan
October 02, 2012

City of Lubbock
Employee Benefit Plan
Plan Amendment No. 13

This Amendment to the City of Lubbock Employee Benefit Plan Document (the "Plan Document") is executed on this, the _____ day of October, 2012, to be effective January 1, 2013.

The following change is hereby made to the Plan Document:

Dependent Eligibility – DENTAL Only

Married employees, who both work for the City, may not cover their spouse as a dependent. The spouse must be covered as an employee rather than a dependent. In no event, shall the spouse be covered as both an employee and dependent. This Amendment applies to active members only.

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Quincy White, Assistant City Manager

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

Regular City Council Meeting **5. 13.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a variance to the applicable provisions of City of Lubbock Ordinance 2009-O0060 at the following location: Capital Pizza of Texas, 2705 26th Street, Lubbock, Texas.

Item Summary

On March 6, 2012, the City Council approved a resolution granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2605 Boston Avenue for Capital Pizza Resturant. It has been discovered that the address in the original resolution approved by City Council on March 6, 2012 is incorrect.

The correct address for Capital Pizza of Texas is 2705 26th Street, Lubbock, Texas.

This item resolves the error.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Capital Pizza Variance

Original backup - Capital Pizza

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-O0060 at the following location: **Capital Pizza of Texas, 2705 26th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Permit [MB]**, and a 2) **Mixed Beverage Late Hours Permit [LB]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, 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

vw/ccdocs/Chad/Resolutions/RES.Variance-Capital Pizza
October 15, 2012

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-O0060 at the following location: **Capital Pizza of Texas, 2605 Boston Avenue**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Permit [MB]**, and a 2) **Mixed Beverage Late Hours Permit [LB]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson
_____
Randy Henson, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw/ccdocs/Chad/Resolutions/RES.Variance-Capital Pizza
February 14, 2012

NORTH
25TH ST
26TH ST
27TH ST
28TH ST
BOSTON AV
CANTON AV
CANTON AV
YWCARE AT WILSON
2807
WILSON ELEMENTRY
Permit Requested
Schools
300-Ft Buffer Schools
Parcels
Streets
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2811
2809
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02/13/2012

2-6-12

TO: Randy Henson

ATT: mayor Tom martin
Honorable City Council members

Our plans are to put in Capital Pizza restaurant located at 26th & Boston. Also included in these plans is a mixed Beverage permit, Food + Bev. permit (certificate), and a mixed Beverage Late Hours Permit

we will offer a complete pizza, wings, etc menu with your choice of wine, beer, or spirits if so desired.

The business will be new construction (top to bottom / wall to wall) with a theme that emphasizes the state of Texas.

Our staff is and will be experienced and well trained in the serving of alcohol. All staff members have and will be certified in the T.A.B.C. Alcohol Training / serving class.

There is a school in proximity of our desired location, however, the school is closed campus.

May we bring to your attention that we have both been in the restaurant and liquor business for many years. We demand keen management and insist on being an asset and a business the community can be comfortable with and proud of. Thank you for your time and attention to this matter.

Chris Bane

Gray Hibbard

city of lubbock TEXAS

February 13, 2012
Dr. Karen Garza
Superintendent, Lubbock ISD
1628 19th Street
Lubbock, Texas 79401

Re: City Council hearings on variance for alcohol permits within 300 feet of a school
Dear Dr. Garza:

On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offences – Misc." in the City of Lubbock Code of Ordinances.
Capital Pizza restaurant at 2701 26th Street has requested a variance on the March 6th, 2012 City Council Agenda. The store is approximately 210 feet from Wilson Elementary School.

On the March 6th, 2012 Lubbock City Council will consider this request as a regular agenda item. As such, there is no set time and a representative should be here either at 9am or 9:30 am to respond to any questions the Council may have. Feel free check with me in a week to ten days to see if I can verify a tighter time frame.

Sincerely yours,
Randy Henson
Randy Henson
Planning Director

Regular City Council Meeting **5. 14.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 10985, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).

Item Summary

On July 12, 2012, the City Council approved the use of these funds.

This is a renewal contract for the CDBG from HUD. The funds will be used for public service activities, non-public service activities, housing direct delivery, and administration.

Fiscal Impact

The funds used originate from HUD. The maximum to be allocated to this grant is $1,996,304.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Agreement - HUD

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development (HUD), for the Community Development Block Grant (CDBG), 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 Council.

Passed by the City Council this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/res-CD-HUD-CDBG Assistance Prog
9.25.12

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number:	3b. Grantee's DUNS	4. Date use of funds may begin (mm/dd/yyyy):
City of Lubbock	756000590	058213893	10/01/2012

2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
P. O. Box 2000 Lubbock, TX 79457-2000	B-12-MC-48-0022	$1,996,304
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name	
Shirley J. Henley		City of Lubbock	
Title		Title	
Director, Community Planning and Development		Mayor	
Signature	Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)
Gary Hoethey	SEP 28 2012	X	

7. Category of Title I Assistance for this Funding Action (check only one)	8. Special Conditions (check one)	9a. Date HUD Received Submission	10. check one
☒ a. Entitlement, Sec 106(b)	☐ None	8/14/2012	☒ a. Orig. Funding Approval
☐ b. State-Administered, Sec 106(d)(1)	☒ Attached	9b. Date Grantee Notified (mm/dd/yyyy) SEP 28 2012	☐ b. Amendment Amendment Number
☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B)		9c. Date of Start of Program Year 10/01/2012	
☐ d. Indian CDBG Programs, Sec 106(a)(1)			
☐ e. Surplus Urban Renewal Funds, Sec 112(b)			
☐ f. Special Purpose Grants, Sec 107			
☐ g. Loan Guarantee, Sec 108			

11. Amount of Community Development Block Grant	FY (2012)	FY ( )	FY ( )
a. Funds Reserved for this Grantee	$1,996,304		
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Title Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. SPECIAL CONDITIONS

Notwithstanding any other provisions of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under EO 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under EO 12372 and implementing regulations.

ADDENDUM TO GRANT AGREEMENT FOR (INSERT CDBG PROGRAM—CDBG, NSP3 OR DISASTER RECOVERY)

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

Regular City Council Meeting **5. 15.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 10986, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).

Item Summary

On July 12, 2012, the City Council approved the use of these funds.

This is a renewal contract for the HOME program from HUD. The funds will be used for Community Housing Development Organization operations, lease purchase, new construction, rehab/recon, and direct delivery.

Fiscal Impact

The funds used originate from HUD. The maximum to be allocated to this grant is $833,391.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Agreement - HOME

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development for the HOME Investment Partnership Grant, 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 Council.

Passed by the City Council this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CD Funding Agrmnt-HOME Partnership Grant&Lease Purchase Prog.res
9.25.12

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Lubbock P. O. Box 2000 Lubbock, TX 79457-2000	2. Participant Number M-12-MC-48-0205	
	3. Tax Identification Number 756000590	4. DUNS Number 058213893
	4. Appropriation Number 862/40205	5. FY (yyyy) 2012

6. Previous Obligation (Enter "0" for initial FY allocation)		$0.00
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$833,391
a. Formula Funds	$833,391	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box) ☐ Not applicable ☒ Attached	10. **Date of Obligation (Congressional Release Date)** (mm/dd/yyyy) / / SEP 28 2012

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) for Shirley J. Henley, Director, Community Planning and Development	12. Signature Gary Hoelberg	13. Date SEP 28 2012
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Glen C. Robertson, Mayor	15. Signature X	16. Date / /

17. Check one:

☐ Initial Agreement ☐ Amendment # _____

18. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
			$
			$
			$

*Special Conditions

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

Regular City Council Meeting **5. 16.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 10987, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

Item Summary

On July 12, 2012, the City Council approved the use of these funds.

This is a renewal contract for the ESG from HUD. The funds will be used for street outreach, emergency shelter, homeless prevention, rapid re-housing, homeless management information systems, and administration.

Fiscal Impact

The funds used originate from HUD. The maximum to be allocated to this grant is $181,845.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & ESG Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development (HUD), for the Emergency Solutions Grant, 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 Council.

Passed by the City Council this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/res-CD-HUD-ESG Assistance Prog
9.25.12

Grant Agreement

Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 USC 11371 et seq.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Emergency Shelter Grants/
Emergency Solutions Grants Program

Grant Number: **E-12-MC-48-0007**

1. Name of Grantee (as shown in item 5 of Standard Form 424)	2. Grantee's 9-digit Tax ID Number
City of Lubbock	756000590
2. Grantee's DUNS Number	
058213893	
3. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	
P. O. Box 2000, Lubbock, TX 79457-2000	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Grantee's submissions under 24 CFR Part 91 that pertain to this Grant, the HUD regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and any special conditions attached to this Grant Agreement constitute part of this Grant Agreement. Subject to the provisions of this Grant Agreement, HUD will make the Grant available to the Grantee upon execution of the Grant Agreement by the Grantee and HUD. The Grant may be used to pay costs incurred after the date specified in item 8 below, provided the activities to which the costs are related are carried out in compliance with all applicable requirements. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as required under the HUD regulations at 24 CFR Part 576. The grantee agrees to follow the HUD standards for participation, data, and reporting under a local Homeless Management Information System. The Grantee shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration and Reporting Subaward and Executive Compensation Information at 2 CFR Part 25, Appendix A to Part 25—Award Term, and 2 CFR Part 170, Appendix A to Part 170—Award Term.

5. Special Conditions (check one): ☒ None ☐ Attached	
6a. Date HUD Received Grantee's Annual Submission under 24 CFR Part 91 (mm/dd/yyyy)	6b. Date Grantee Notified: (mm/dd/yyyy) SEP 28 2012
7. Date of Start of Grantee's Program Year (mm/dd/yyyy) 10-01-2012	8. Date Use of Funds May Begin (the later of the date in 6a and the date in 7) (mm/dd/yyyy) 10-01-2012
9. Funding Approval (check one): ☒ Original ☐ Amendment	
10. Amount of Emergency Shelter Grant/Emergency Solutions Grant:	$181,845
10a. Funds Reserved for this Grantee	$181,845
10b. Funds Now Being Approved	$181,845
10c. Reservation to be Cancelled (10a minus 10b)	$ -0-

11. Name and Complete Address of Department Designated to Administer the Grant
City of Lubbock, P. O. Box 2000, Lubbock, TX 79457-2000

11a. Name of Authorized Official: Glen C. Robertson		
11b. Title: Mayor	11c. Signature	11d. Date (mm/dd/yyyy)
11e. Phone Number: (806)775-2003	11f. Fax Number: (806)775-2051	11g. E-mail Address: ldumbauld@mail.ci.lubbock.tx.us

12. U.S. Department of Housing and Urban Development	13. Grantee Name: City of Lubbock
12a. Name of Authorized Official: Shirley J. Henley	13a. Name of Authorized Official
12b. Title: Director of Community Planning and Development	13b. Title
12c. Signature: Shirley Henley	13c. Signature: X
12d. Date (mm/dd/yyyy): SEP 28 2012	13d. Date (mm/dd/yyyy)

Regular City Council Meeting **5. 17.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10988, and all related documents between, the City of Lubbock and the Lubbock Boys and Girls Clubs from the Community Development Block Grant (CDBG) to fund the Youth Summer Program.

Item Summary

Grantee: Lubbock Boys and Girls Clubs

Program: Summer Day Camps

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used to allow income eligible youth to participate in summer camps; providing safe supervised activities at two Boys and Girls Club branches (Optimist, Phea).

Amount: $10,745

Match: 25%

Return of Investment: Not required for Community Development Public Service.

Terms: October 1, 2012 through September 30, 2013.

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the CDBG, with a maximum of $10,745 being allocated to the project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Youth Summer Program Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and the Lubbock Boys and Girls Clubs, from the Community Development Block Grant to fund the Youth Summer Program, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-Youth Summer Prog.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND LUBBOCK BOYS AND GIRLS CLUB, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **Lubbock Boys & Girls Club, Inc.** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Summer Sports Camp 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 funds for the **Lubbock Boys & Girls Club Summer Sports Camp Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Summer Sports Camp Program** 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 Community Development Block Grant Program.

The Lubbock Boys & Girls Club Summer Sports Program will provide quality summer day camps. The camps provide safe, fun, and educational activities for the children during the summer when school is not in session. The program provides a supervised place for children to enjoy while parents are working or in school. The programs will take place at the Phea Branch, located at 1801 E. 24th and the Optimist Branch, located at 3301 Cornell.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$10,745** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year
Planning and recruitment	January-May 2012	150 (individuals)
Enroll and offer summer program	June-August 2012	150
Final year reporting	September 2012	

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director	Administration, oversight of grant funds and club branches.
Program Manager	Request funds, submit reports, oversee budget
Unit Director Optimist	Program coordinator and club activities
Unit Director Phea	Program coordinator and club activities

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Personnel & Payroll Taxes	$10,745
TOTAL:	$10,745

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$10,745**. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel	Tom Vermillion
City of Lubbock	Lubbock Boys & Girls Club
P. O. Box 2000	P O Box 94163

Lubbock, TX 79457 Lubbock, TX 79493

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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 schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the

entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal

grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

LUBBOCK BOYS AND GIRLS CLUB, INC.

Tom Vermillion
Executive Director

FED.I.D.# 75-1037228

Board Chair

Regular City Council Meeting **5. 18.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10990, and all related documents between the City of Lubbock and Communities In Schools on the South Plains from the Community Development Block Grant (CDBG) to fund the Champions Program, an in-school program to help youth stay in school.

Item Summary

Grantee: Communities In Schools on the South Plains

Program: Champions Program

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used for administrative personnel and promotion of the year-round, in-school prevention and intervention program to help at-risk students with academic, behavior, and attendance problems.

Amount: $8,644

Match: 25%

Return of Investment: Not required for Community Development Public Service

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the CDBG, with the maximum of $8,644 to be allocated to the project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & CIS Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and the Communities In Schools on the South Plains, from the Community Development Block Grant to fund the Champions program, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-Communities In Schools.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND
COMMUNITIES IN SCHOOLS ON THE SOUTH PLAINS, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **Communities In Schools On The South Plains, Inc.** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Champions 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 funds for the **Communities In Schools Champions Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Champions Program** 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 Community Development Block Grant Program.

The purpose of Communities In Schools on the South Plains is to help young people in our community to stay in school, successfully learn and prepare for life by coordinating resources in the school setting. Champions Program will connect students with community leaders to address youth related issues and also help prevent youth from being involved in delinquent activities.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$8,644** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year
Complete needs assessment, develop campus plans, recruit students, conduct open-house, in-service.	October 2012 - September 2013	360 (students)
Provide case management and whole school services, host parent's night, host groups for assistance with TSKS, monitor grades and attendance, mid-year review, surveys and reports.	October 2012 - September 2013	

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director	Administration, oversight of grant funds
Program Director	Implement use of grant funds according to contract

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Personnel, Benefits & Payroll Taxes	$8,644
TOTAL:	$8,644

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$8,644**. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel	Donna Montes
City of Lubbock	Communities In Schools
P. O. Box 2000	1655 Main, Suite 201

Lubbock, TX 79457 Lubbock, TX 79401

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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 schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the

entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal

grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

COMMUNITIES IN SCHOOLS ON THE SOUTH PLAINS INC.

Donna Montes
Executive Director

ATTEST:

Rebecca Garza, City Secretary

FED.I.D.# 75-2819581

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 19.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10991, and all related documents between the City of Lubbock and the Community Health Center of Lubbock from the Community Development Block Grant (CDBG) for dental care services.

Item Summary

Grantee: Community Health Center of Lubbock

Program: Dental Care Services

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used to provide increased dental services to low-moderate income eligible families.

Amount: $15,917

Match: 25%

Return of Investment: Not required for Community Development Public Service

Terms: October 1, 2012 through September 30, 2013

Comments: Funding for this Contract was approved by City Council at the July 12, 2012 City Council meeting

Fiscal Impact

Federal funds will be used from the CDBG, with a maximum of $15,917 to be allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & CHCL Agreement

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 Community Development Funding Contract, by and between the City of Lubbock and the Community Health Center of Lubbock, from the Community Development Block Grant to fund dental services, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-Dental Services.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND
COMMUNITY HEALTH CENTER OF LUBBOCK

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **Community Health Center of Lubbock** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Dental Services 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 funds for the **Community Health Center of Lubbock Dental Services Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Dental Services Program** 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 Community Development Block Grant Program.

Program will support improved access to dental care for an additional 350 low to moderate income patients at the Arnett-Benson Clinic. The funds will allow CHCL to add dental staff to the clinic to increase operating capacity to meet a growing unmet demand for dental care among low to moderate income families across all age groups and among the homeless in the City.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$15,917** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year
• Enrollment of eligible patients	October 2012-September 2013	350 (patients)
• Verify patient's eligibility by reviewing household income (each participant must complete a "Self-certification of Income" form to be placed in a common area for monitoring purposes	October 2012-September 2013	
• The "Self-Certification" forms must be kept in a central location to simplify the monitoring process		

• Offer Dental Care services throughout the year	October 2012-September 2013

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Director	Administration, oversight of grant funds.
Dentist	Dental care
Dental Assistants	Dental care

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Professional Services (dental) & Fringe Benefits	$15,917
TOTAL:	$15,917

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$15,917**. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee

Michael Sullivan
Community Health Center of Lubbock
1313 Broadway, Suite 5
Lubbock, TX 79401

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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 schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the

reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit

organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The

Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that

the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza, City Secretary

COMMUNITY HEALTH CENTER OF LUBBOCK

Michael Sullivan
Director

FED.I.D.# 752424925

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 20.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10993, and all related documents between the City of Lubbock and Texas Tech University Early Head Start from the Community Development Block Grant (CDBG) to supplement child care services.

Item Summary

Grantee: Texas Tech University Early Head Start

Program: Supplement to Child Care Services

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used to supplement child care services, including supplies for the infants and toddlers in child care.

Amount: $7,959

Match: 25%

Return of Investment: Not required for Community Development Public Service

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the CDBG, with the maximum of $7,959 being allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & TTU Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and Texas Tech University Early Head Start, from the Community Development Block Grant for supplement to child care services, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-TTU Early Head Start.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND
TEXAS TECH UNIVERSITY

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **Texas Tech University** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Supplement to Child Care Services 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 funds for the **Texas Tech University Supplement to Child Care Services Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Supplement to Child Care Services Program** 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 Community Development Block Grant Program.

The Child Care Services Program is a supplement to the direct costs of child care services at Texas Tech University Head Start for infants, toddlers, and families with very low income.

Texas Tech University offers child care services as a support mechanism for parents who work, attend school or participate in job training. Texas Tech University assists parents who are striving to become self-sufficient.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$7,959** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year
On-going program- Pre-enrollment; determine eligibility of clients. Provide services to eligible clients.	October 2012-September 2013	56 (32 center based infants and toddlers and 24 home-based infants, toddlers & mothers)

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Grant Manager	Administration, Oversight of grant funds

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Direct Assistance Supplement to Child Care	$7,959
TOTAL:	$7,959

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$7,959**. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee

Dr. Stephanie Shine
Texas Tech University
515 N. Zenith Ave
Lubbock, TX 79403

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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

schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the

entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal

grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

TEXAS TECH UNIVERSITY

Kathleen Harris
Senior Associate Vice President for Research

ATTEST:

Rebecca Garza, City Secretary

FED.I.D.# 756002622

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 21.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10992, and all related documents, between the City of Lubbock and WorkForce Solutions South Plains from the Community Development Block Grant (CDBG) for child care services.

Item Summary

Grantee: WorkForce Solutions South Plains

Program: Direct Child Care Assistance

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used for child care for CDBG-eligible low-to-moderate income families seeking job training, employment, or education. Funds will be used by Early Learning Centers and Catholic Charities Diocese of Lubbock.

Amount: $20,421

Match: 25%

Return of Investment: Not required for Community Development Public Service

Terms: October 1, 2012 through September 30, 2013

Comments:On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the CDBG, with the maximum of $20,421 being allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Workforce Solution Agreement

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 Community Development Funding Contract, by and between the City of Lubbock and Texas Workforce Solutions South Plains, from the Community Development Block Grant for child care, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Gs/ccdocs/CDBG-Community Dev. Funding Cont.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND WORKFORCE SOLUTIONS SOUTH PLAINS.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **WorkForce Solutions South Plains** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Direct Child Care Assistance 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 funds for the **WorkForce Solutions South Plains Direct Child Care Assistance.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Direct Child Care Assistance Program** 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 Community Development Block Grant Program.

The Direct Child Care Program will provide direct childcare services for 25 full-time low-income children within the City of Lubbock for one year. Work Force Solutions will disburse assistance to the following agencies as needed including any assistance from federal drawdown funds:

Catholic Charities of Lubbock
Early Learning Center

WorkForce Solutions offers child care services as a support mechanism for parents who work, attend school or participate in job training. WorkForce Solutions assists parents who are striving to become self-sufficient.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$20,421** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year

	On-going program- determine eligibility of clients in partnership with CCS. Provide direct child care to eligible clients.	Pre-enrollment; October 2012- September 2013	12 full time slots

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director	Administration
Program Manager	Grant fund management

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Direct Child Care Assistance	$20,421
TOTAL:	$20,421

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$20,421**. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Brenda Cox WorkForce Solutions South Plains 1301 Broadway Lubbock, TX 79401

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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 schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the

reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit

organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The

Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that

the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza, City Secretary

WORKFORCE SOLUTIONS SOUTH PLAINS

Martin Aguirre
Executive Director

FED.I.D.# 75-2677494

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 22.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10994, and all related documents, between the City of Lubbock and the Young Women's Christian Association (YWCA) of Lubbock from the Community Development Block Grant (CDBG) for child care services and an educational/recreational program.

Item Summary

Grantee: YWCA

Program: Child Care Services and Challenger Ed Program

Funding Source: FY 2012-13 CDBG

Use of Funds: The funds for this program will be used to provide partial funding scholarships for child care and after school care for CDBG-eligible low-to-moderate income families so they can pursue work, school, or job training, and to provide an educational/recreational program for emotionally disturbed children and children who have severe behavior problems.

Amount: $35,185 (Child Care), $13,732 (Challenger Ed)

Match: 25%

Return of Investment: Not required for Community Development Public Service

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the CDBG, with the maximum of $48,917 being allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & YWCA Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and YWCA, from the Community Development Block Grant for child care services, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-YWCA child care srvs.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF LUBBOCK

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of October, 2012 by and between the City of Lubbock (herein called the "City") and **Young Women's Christian Association** (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; 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 public 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 **Child Care Services and Challenger Ed 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 funds for the **YWCA Child Care Services and Challenger Ed Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2012-2013 **Child Care Services and Challenger Ed Program** 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 Community Development Block Grant Program.

The Child Care Services Program will offer scholarships to income eligible families for preschool, after school care, and summer care for school age children. Families will be required to pay co-pay, based on sliding scale, for YWCA childcare. The amount of their scholarships will also be based on a sliding scale. To receive scholarship assistance, parents must be working, in training, or in school. In rare instances, an exception could be made in extenuating circumstances. There will be approximately 60 children and their families that receive benefit from this program.

The Challenger Ed Program will provide educational/recreational activities and socialization for emotionally disturbed children and children with severe behavior problems. These children due to a disability are not able to participate in mainstream after-school programs. This program introduces students to constructive recreational activities, aids in educational successes and increases social skills. By intervening in the lives of these troubled children at an early age, the program seeks to prevent school dropout, involvement in gang and delinquent activities and drug abuse. Approximately fifteen (15) children will benefit from this program. This program meets on a daily basis.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the U. S. Department of Housing and Urban Development (HUD) funds in an amount not to exceed **$35,185 for the Child Care Services Program and $13,732 for the Challenger Ed Program** 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 24 CFR §570.207.

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.

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.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. 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.

3. 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.

4. Grantee shall refund to City any sum of 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.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. 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:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

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:

Activity	Timeline	Total Units/Year
• Child Care Services	October 2012-September 2013	60
• Enrollment of eligible children		
• Self Certification of Income completed		
• Challenger Ed		15
• Create & distribute flyers to schools and organizations		
• Hire & train staff		
• Enroll students and hold sessions		
• Self Certification of Income completed		

Note: Units means the number of unduplicated participants that will benefit directly from the program.

G. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director	Administration, oversight of grant funds
Bookkeeper	Keeps record of all funding expenditures

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October, 2012, and terminate on the 30th day of September, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Child Care Services	$35,185
Challenger Ed	13,732
TOTAL:	$48,917

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, 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 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 **$35,185 for the Child Care Services Program and $13,732 for the Challenger Ed Program**. 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. Expenses for general administration shall also be paid

against the line item budgets specified in Paragraph III 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 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Glenda Mathis YWCA of Lubbock 3101 35th Street Lubbock, TX 79413

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The 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. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' 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 attorneys' 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 voidance of this agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The 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 the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The 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's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The 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 schedule of 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.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 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 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 the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee 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 the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 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

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 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 meet the National Objective of the CDBG program of benefiting low/moderate income persons.
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 CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept 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

The 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

The 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.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The 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 City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency 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 the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees 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

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

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 City 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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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.

2. Nondiscrimination

The 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. The 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. The 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 provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The 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), 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.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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

The 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 percent (51%) 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

The 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. Notifications

The Grantee will send to each labor union or representative of workers 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

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.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

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of

the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language 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."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The 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

The 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

The Grantee will monitor all subcontracted services on a risk analysis 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

The 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

The 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 City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The 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

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The 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 designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

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 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency 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

The 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 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements 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.

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).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City 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.

E. Historic Preservation

The 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. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. 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

Glen C. Robertson
Mayor

YOUNG WOMEN'S CHRISTAIN ASSOCIAITON OF LUBBOCK

Glenda Mathis
Executive Director

ATTEST:

Rebecca Garza, City Secretary

FED.I.D.# 75-0939427

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 23.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10998, and all related documents, between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for emergency shelter operations.

Item Summary

Grantee: Alcoholic Recovery Center

Program: ESG

Funding Source: FY 2012-13 ESG

Use of Funds: Funds will be used to assist in the operation of the shelter, specifically with the facility's utilities, telephone bill, maintenance, and repairs.

Amount: $18,000

Match: 100%

Return of Investment: Not required for ESG.

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the ESG, with the maximum of $18,000 being allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & ARC Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and the Alcoholic Recovery Center, from the Emergency Solutions Grant for Facility operations, and all 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 _____, 2012.

_____
Glen C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-Alcoholic Recovery Ctr.res.
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND ALCOHOLIC RECOVERY CENTER

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of October 2012, by and between the CITY OF LUBBOCK (herein called "City") and Alcoholic Recovery Center a non-profit center (herein called "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act) and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless; and

WHEREAS, the Corporation and the services it provides have been found to meet the criteria for funding under provisions 24 CFR §576.23 of the Emergency Solutions Regulation for Nonprofit Recipients; and

WHEREAS, the Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing and Homeless Management Information System 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 Emergency Shelter 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 Alcoholic Recovery Center Emergency Shelter program

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering an Emergency Solutions Grant Year 2012-2013 Emergency Shelter program 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 Emergency Solutions Grant Program.

This project will provide funds to operate the shelter located at 608 17th Street. Specifically, it will assist with the facility's utilities and telephone bill. The facility will serve approximately 70 men who are recovering from some type of substance abuse.

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 Emergency Solutions Grant program - as defined in 24 CFR §576.21 as amended by the HEARTH Act.

C. City Responsibilities

1. City agrees to provide Grantee assistance from U.S. Department of Housing and Urban Development funds in an amount not to exceed $18,000 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 24 CFR §576.21 as amended by the HEARTH Act.

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, an Emergency Solutions Grants Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 USC §§11371-11378), as amended by the HEARTH Act.

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

1. Grantee agrees to provide as match an amount of funds equal to the amount of funds provided by City under this agreement for performances hereunder. Such funds must be provided from sources other than under this agreement. This amount shall be referred to hereinafter as Grantee's match. Match is subject to review and approval by the City of Lubbock.

2. Amounts may be counted toward Grantee's match only if such amounts are costs or resources of a type and amount as computed in accordance with this subsection and as set forth in 42 USC §11375. In calculating the amount of grantee's match, grantee may include the value of any donated material or building; the value of any lease on a building; any salary paid to staff of Grantee in carrying out the activities required under this agreement; and the time and services contributed by volunteers to carry out such activities, determined at the rate as determined by HUD and approved by the City. Grantee shall determine the value of any donated material or building, or any lease using any method reasonably calculated to establish a fair market value.

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:

Activity	Timeline	Units Per Month*	Total Units/Year
Screen and admit clients	Oct-Sept	5-6 (individuals)	70
Counseling, job referral	Oct-Sept	5-6	70
Provide room and board	Oct-Sept	5-6	70

*Residential and Non-Residential Individuals served.

G. Staffing

Staff Member	General Program Duties
Director	Overall oversight of center
House Manager	Day to day operations
Volunteers	Clerical duties

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

This Agreement shall commence October 1, 2012, and shall terminate September 30, 2013. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

III. BUDGET

Line Item:	$ Amount:
Emergency Shelter	
Utilities & Telephone	12,700
Repairs & Maintenance	3,800
Insurance	1,500
Total	$18,000

Specific Description of Activities:

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 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 $18,000. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

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
Robert Peterson
Alcoholic Recovery Center
P. O. Box 1084
Lubbock, TX 79408

VI. SPECIAL CONDITIONS

Use as an Emergency Shelter

Any building for which activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided and the building's use shall be governed by the provisions set forth in 24 CFR §576.53. A substitute site or shelter may be used during this period, so long as the same general population is served. For purposes of this contract, the term "same general population" means either the same types of homeless persons originally served with this Emergency Solutions Grant assistance (i.e. battered spouses) or persons in the same geographic area.

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 City's Emergency Solutions Grant program. 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 voidance of this agreement.

D. Right to Exercise

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

E. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

F. 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 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

Grantee shall insure recognition of the role of City's Emergency Solutions Grant program 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.

H. 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.

I. 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 expenditure 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.

J. 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 24 CFR 84 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

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 ESG program;
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 ESG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
f. Financial records as required by 24 CFR Part 576 Subpart G and 24 CFR 84.
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

Grantee shall report as required by the City all program income generated by activities carried out with ESG funds made available under this contract. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow the Property Management Standards as modified by 24 CFR 570.502(b)(6), 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.

4. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

5. Policies

The Grantee shall maintain current copies of its fair housing ad equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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 Davis Bacon Act as amended, 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 into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

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

The Grantee shall maintain written codes of conduct that govern the performance of it employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

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

Glen C. Robertson
Mayor

ALCOHOLIC RECOVERY CENTER

Robert Peterson
Director

FED. I.D.# 75-1814024

ATTEST:

Rebecca Garza, City Secretary

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 24.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10999, and all related documents, between the City of Lubbock and Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for emergency shelter operations.

Item Summary

Grantee: Family Promise

Program: Emergency Shelter Operations

Funding Source: FY 2012-13 ESG

Use of Funds: The funds for this program will pay for the daily operations of the center, which provides shelter for homeless families and their children.

Amount: $15,000

Match: 100%

Return of Investment: Not required for Emergency Solutions Grant

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the ESG, with the maximum of $15,000 being allocated for this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Family Promise Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and Family Promise of Lubbock Inc., from the Emergency Solutions Grant for facility operations, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/CDBG-Funding Agrmnt-Family Promise.res
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND FAMILY PROMISE OF LUBBOCK, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of October 2012, by and between the CITY OF LUBBOCK (herein called "City") and Family Promise of Lubbock, Inc., a non-profit center (herein called "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act) and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless; and

WHEREAS, the Corporation and the services it provides have been found to meet the criteria for funding under provisions 24 CFR §576.23 of the Emergency Solutions Regulation for Nonprofit Recipients; and

WHEREAS, the Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing and Homeless Management Information System 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 Emergency Shelter 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 Emergency Shelter program

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering an Emergency Solutions Grant Year 2012-2013 Emergency Shelter program 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 Emergency Solutions Grant Program.

This project will provide funds to operate the day shelter located at 1319 15th Street. Specifically, it will assist with the facility's utilities, telephone bill and vehicle fuel, maintenance and insurance. The facility will serve approximately 78 families who are homeless.

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 Emergency Solutions Grant program - as defined in 24 CFR §576.21 as amended by the HEARTH Act.

C. City Responsibilities

1. City agrees to provide Grantee assistance from U.S. Department of Housing and Urban Development funds in an amount not to exceed $15,000 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 24 CFR §576.21 as amended by the HEARTH Act.

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, an Emergency Solutions Grants Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 USC §§11371-11378), as amended by the HEARTH Act.

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

1. Grantee agrees to provide as match an amount of funds equal to the amount of funds provided by City under this agreement for performances hereunder. Such funds must be provided from sources other than under this agreement. This amount shall be referred to hereinafter as Grantee's match. Match is subject to review and approval by the City of Lubbock.

2. Amounts may be counted toward Grantee's match only if such amounts are costs or resources of a type and amount as computed in accordance with this subsection and as set forth in 42 USC §11375. In calculating the amount of grantee's match, grantee may include the value of any donated material or building; the value of any lease on a building; any salary paid to staff of Grantee in carrying out the activities required under this agreement; and the time and services contributed by volunteers to carry out such activities, determined at the rate as determined by HUD and approved by the City. Grantee shall determine the value of any donated material or building, or any lease using any method reasonably calculated to establish a fair market value.

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:

Activity	Timeline	Units Per Month*	Total Units/Year
Screen and admit clients	Oct-Sept	5-6 (families)	78
Counseling, job referral	Oct-Sept	5-6	78
Provide room and board	Oct-Sept	5-6	78

*Residential and Non-Residential Individuals served.

G. Staffing

Staff Member	General Program Duties
Director	Overall oversight of center
Case Manager	Day to day operations
Van Driver (part-time)	Transportation Coordinator

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

This Agreement shall commence October 1, 2012, and shall terminate September 30, 2013. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

III. BUDGET

Line Item:	$ Amount:
Emergency Shelter	
Telephone	1,000
Utilities	4,500
Vehicle Fuel & Maintenance	3,500
Insurance	6,000
Total	$15,000

Specific Description of Activities:

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 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 $15,000. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

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
Jeff Malpiede
Family Promise of Lubbock, Inc.
P. O. Box 1258
Lubbock, TX 79408

VI. SPECIAL CONDITIONS

Use as an Emergency Shelter

Any building for which activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided and the building's use shall be governed by the provisions set forth in 24 CFR §576.53. A substitute site or shelter may be used during this period, so long as the same general population is served. For purposes of this contract, the term "same general population" means either the same types of homeless persons originally served with this Emergency Solutions Grant assistance (i.e. battered spouses) or persons in the same geographic area.

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 City's Emergency Solutions Grant program. 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 voidance of this agreement.

D. Right to Exercise

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

concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

E. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

F. 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 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

Grantee shall insure recognition of the role of City's Emergency Solutions Grant program 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.

H. 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.

I. 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 expenditure 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.

J. 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 24 CFR 84 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

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 ESG program;
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 ESG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
f. Financial records as required by 24 CFR Part 576 Subpart G and 24 CFR 84.
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

Grantee shall report as required by the City all program income generated by activities carried out with ESG funds made available under this contract. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow the Property Management Standards as modified by 24 CFR 570.502(b)(6), 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.

4. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

5. Policies

The Grantee shall maintain current copies of its fair housing ad equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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 Davis Bacon Act as amended, 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 into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

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

The Grantee shall maintain written codes of conduct that govern the performance of it employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

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

Glen C. Robertson
Mayor

FAMILY PROMISE OF LUBBOCK, INC.

Jeff Malpiede
Director

FED. I.D.# 75-2758106

ATTEST:

Rebecca Garza, City Secretary

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 25.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10995, and all related documents, between the City of Lubbock and the Salvation Army, a Georgia Corporation, from the Emergency Solutions Grant (ESG) for street outreach, emergency shelter operations (essential services), homeless prevention and rapid re-housing.

Item Summary

Grantee: Salvation Army

Program: ESG Components: street outreach, emergency shelter operations (essential services), homeless prevention and rapid re-housing.

Funding Source: FY2012-13 ESG

Use of Funds: Funds will be used for street outreach, to assist in the operation of the shelter (essential services for caseworker salaries), homeless prevention, and for rapid re-housing.

Amount: $120,207

Match: 100%

Return of Investment: Not required for ESG.

Terms: October 1, 2012 through September 30, 2013.

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the ESG, with the maximum of $120,207 to be allocated for this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Salvation Army Agreement

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 Community Development Funding Contract, by and between the City of Lubbock and the Salvation Army from the Emergency Solutions Grant Street Outreach, Emergency Shelter, Homeless Prevention, and Rapid Re-housing, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/ESG.res-Salvation Army12-13
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND THE SALVATION ARMY A GEORGIA CORPORATION

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of October 2012, by and between the CITY OF LUBBOCK (herein called "City") and The Salvation Army, a non-profit center (herein called "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act) and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless; and

WHEREAS, the Corporation and the services it provides have been found to meet the criteria for funding under provisions 24 CFR §576.23 of the Emergency Solutions Regulation for Nonprofit Recipients; and

WHEREAS, the Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing and Homeless Management Information System 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 Outreach, Emergency Shelter, Homeless Prevention and Rapid Re-housing programs 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 Salvation Army Outreach, Emergency Shelter, Homeless Prevention and Rapid Re-housing programs.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering an Emergency Solutions Grant Year 2012-2013 Outreach, Emergency Shelter, Homeless Prevention and Rapid Re-housing programs 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 Outreach, Emergency Shelter, Homeless Prevention and Rapid Re-housing programs.

This project will provide funds for outreach to homeless individuals, operations of facility, homeless prevention assistance and rapid re-housing assistance to stabilize their situation so they may remain in or gain permanent housing.

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 Emergency Solutions Grant program - as defined in 24 CFR §576.21 as amended by the HEARTH Act.

C. City Responsibilities

1. City agrees to provide Grantee assistance from U.S. Department of Housing and Urban Development funds in an amount not to exceed **$120,207** 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 24 CFR §576.21 as amended by the HEARTH Act.

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, an Emergency Solutions Grants Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 USC §§11371-11378), as amended by the HEARTH Act.

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

1. Grantee agrees to provide as match an amount of funds equal to the amount of funds provided by City under this agreement for performances hereunder. Such funds must be provided from sources other than under this agreement. This amount shall be referred to hereinafter as Grantee's match. Match is subject to review and approval by the City of Lubbock.

2. Amounts may be counted toward Grantee's match only if such amounts are costs or resources of a type and amount as computed in accordance with this subsection and as set forth in 42 USC §11375. In calculating the amount of grantee's match, grantee may include the value of any donated material or building; the value of any lease on a building; any salary paid to staff of Grantee in carrying out the activities required under this agreement; and the time and services contributed by volunteers to carry out such activities, determined at the rate as determined by HUD and approved by the City. Grantee shall determine the value of any donated material or building, or any lease using any method reasonably calculated to establish a fair market value.

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:

Activity	Timeline	Units Per Month*	Total Units/Year
Screen and admit clients	Oct-Sept	375 (individuals)	4,500
Counseling, job referral	Oct-Sept	375	4,500
Provide room and board	Oct-Sept	375	4,500

*Residential and Non-Residential Individuals served.

G. Staffing

Staff Member	General Program Duties
Major	Overall oversight of center
Social Service Director	Day to day operations
Case Managers	Project Management

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

This Agreement shall commence October 1, 2012, and shall terminate September 30, 2013. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

III. BUDGET

Line Item:	$ Amount:
Street Outreach – Mobile Canteen Operations	15,000
Emergency Shelter	45,000
Homeless Prevention	15,000
Rapid Re-housing Assistance	45,207
Total	$120,207

Specific Description of Activities:

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 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 $120,207. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

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
Major Tim Grider
The Salvation Army
P. O. Box 2785
Lubbock, TX 79408

VI. SPECIAL CONDITIONS

Use as an Emergency Shelter

Any building for which activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided and the building's use shall be governed by the provisions set forth in 24 CFR §576.53. A substitute site or shelter may be used during this period, so long as the same general population is served. For purposes of this contract, the term "same general population" means either the same types of homeless persons originally served with this

Emergency Solutions Grant assistance (i.e. battered spouses) or persons in the same geographic area.

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 City's Emergency Solutions Grant program. 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 voidance of this agreement.

D. Right to Exercise

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any

arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

E. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

F. 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 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

Grantee shall insure recognition of the role of City's Emergency Solutions Grant program 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.

H. 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.

I. 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 expenditure 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.

J. 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 24 CFR 84 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

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 ESG program;
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 ESG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
f. Financial records as required by 24 CFR Part 576 Subpart G and 24 CFR 84.
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

Grantee shall report as required by the City all program income generated by activities carried out with ESG funds made available under this contract. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow the Property Management Standards as modified by 24 CFR 570.502(b)(6), 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.

4. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

5. Policies

The Grantee shall maintain current copies of its fair housing ad equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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 Davis Bacon Act as amended, 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 into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

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

The Grantee shall maintain written codes of conduct that govern the performance of it employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

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

Glen C. Robertson
Mayor

THE SALVATION ARMY
A GEORGIA CORPORATION

Ken Luyk
Authorized Representative

FED. I.D.# 58-0660607

ATTEST:

Rebecca Garza, City Secretary

Lynn McClendon
Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

THE SALVATION ARMY POLICY STATEMENT
ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.

2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.

3. The motivation of the organization is love of God and a practical concern for the needs of humanity.

4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May 1996

Regular City Council Meeting **5. 26.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 10996, and all related documents, between the City of Lubbock and Women's Protective Services from the Emergency Solutions Grant (ESG) for emergency shelter essential services.

Item Summary

Grantee: Women's Protective Services

Program: ESG

Funding Source: FY 2012-13 ESG

Use of Funds: The funds for this program will be used to provide support services and referrals; for the purpose of assisting women, children and families of domestic violence to become and remain self-sufficient and free from violence.

Amount: $15,000

Match: 100%

Return of Investment: Not required for ESG

Terms: October 1, 2012 through September 30, 2013

Comments: On July 12, 2012, the City Council approved funding for this contract.

Fiscal Impact

Federal funds will be used from the ESG with the maximum of $15,000 to be allocated to this project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

WPS

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Community Development Funding Contract, by and between the City of Lubbock and Women's Protective Services from the Emergency Solutions Grant for Emergency Shelter, and all 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 _____, 2012.

_____
GLEN C. ROBERTSON , MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/ESG.res-Womens Protective Srvs.
9.25.12

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND WOMEN'S PROTECTIVE SERVICES

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of October 2012, 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 is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act) and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless; and

WHEREAS, the Corporation and the services it provides have been found to meet the criteria for funding under provisions 24 CFR §576.23 of the Emergency Solutions Regulation for Nonprofit Recipients; and

WHEREAS, the Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing and Homeless Management Information System 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 Emergency Shelter 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 Emergency Shelter program,

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering an Emergency Solutions Grant Year 2012-2013 Emergency Shelter program 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 Emergency Solutions Grant Program.

Specifically the funds will assist with the facility's Essential Services Coordinator and direct services cost in the form of transportation and prescriptions for clients. The facility will serve approximately 1000 individuals who have experienced recent domestic violence.

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 Emergency Solutions Grant program - as defined in 24 CFR §576.21 as amended by the HEARTH Act.

C. City Responsibilities

1. City agrees to provide Grantee assistance from U.S. Department of Housing and Urban Development funds in an amount not to exceed $15,000 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 24 CFR §576.21 as amended by the HEARTH Act.

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, an Emergency Solutions Grants Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 USC §§11371-11378), as amended by the HEARTH Act.

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

1. Grantee agrees to provide as match an amount of funds equal to the amount of funds provided by City under this agreement for performances hereunder. Such funds must be provided from sources other than under this agreement. This amount shall be referred to hereinafter as Grantee's match. Match is subject to review and approval by the City of Lubbock.

2. Amounts may be counted toward Grantee's match only if such amounts are costs or resources of a type and amount as computed in accordance with this subsection and as set forth in 42 USC §11375. In calculating the amount of grantee's match, grantee may include the value of any donated material or building; the value of any lease on a building; any salary paid to staff of Grantee in carrying out the activities required under this agreement; and the time and services contributed by volunteers to carry out such activities, determined at the rate as determined by HUD and approved by the City. Grantee shall determine the value of any donated material or building, or any lease using any method reasonably calculated to establish a fair market value.

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:

Activity	Timeline	Units Per Month*	Total Units/Year
Screen and admit clients	Oct-Sept	282 (individuals)	1000
Counseling, job referral	Oct-Sept	282	
Provide room and board	Oct-Sept	282	

*Residential and Non-Residential Individuals served.

G. Staffing

Staff Member	General Program Duties
Director	Overall oversight of center
Essential Services Coordinator	Case management
Administrative personnel	Bookkeeping and clerical duties

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 based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a 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.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

This Agreement shall commence October 1, 2012, and shall terminate September 30, 2013. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

III. BUDGET

Line Item:	$ Amount:
Emergency Shelter	
Essential Services Coordinator	12,000
Direct Assistance (transportation and prescriptions)	3,000
Total	$15,000

Specific Description of Activities:

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 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 $15,000. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III 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 24 CFR 84.

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, Director
Women's Protective Services
P. O. Box 54089
Lubbock, TX 79453

VI. SPECIAL CONDITIONS

Use as an Emergency Shelter

Any building for which activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided and the building's use shall be governed by the provisions set forth in 24 CFR §576.53. A substitute site or shelter may be used during this period, so long as the same general population is served. For purposes of this contract, the term "same general population" means either the same types of homeless persons originally served with this Emergency Solutions Grant assistance (i.e. battered spouses) or persons in the same geographic area.

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 City's Emergency Solutions Grant program. 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 voidance of this agreement.

D. Right to Exercise

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

E. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

F. 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 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

Grantee shall insure recognition of the role of City's Emergency Solutions Grant program 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.

H. 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.

I. 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 expenditure 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.

J. 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 24 CFR 84 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

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 ESG program;
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 ESG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
f. Financial records as required by 24 CFR Part 576 Subpart G and 24 CFR 84.
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

Grantee shall report as required by the City all program income generated by activities carried out with ESG funds made available under this contract. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

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 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

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. Public facility projects must submit narrative information on progress of project on a quarterly basis.

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. CFR Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow the Property Management Standards as modified by 24 CFR 570.502(b)(6), 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.

4. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

5. Policies

The Grantee shall maintain current copies of its fair housing ad equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

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 Davis Bacon Act as amended, 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 into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

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

The Grantee shall maintain written codes of conduct that govern the performance of it employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

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

Glen C. Robertson
Mayor

WOMEN'S PROTECTIVE SERVICES

Fritzi Cates
Director

FED. I.D.# 75-1633066

ATTEST:

Rebecca Garza, City Secretary

Board Chair

APPROVED AS TO CONTENT:

Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **6. 1.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Finance: Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

Item Summary

The purpose of this hearing is to present information to the City Council, regarding the advisability of establishing a PID pursuant to Chapter 372 of the Texas Local Government Code, and allow the opportunity for property owners in the proposed district to speak in favor of, or opposition to, the creation of a PID.

The Kelsey Park PID District is a defined assessment area providing specific types of services for a given area. The City Council approved the calling of a public hearing at the September 13, 2012, City Council meeting. A notice of the public hearing was published in the Lubbock Avalanche Journal on Friday, September 21, 2012, and notices were mailed to the property owners on Tuesday, September 25, 2012, as required by the statute.

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a PID for the proposed Kelsey Park development area. The area covers approximately 320.2 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute, petition signed by: (1) more than 50% of the appraised value of the taxable real property liable for assessment; and (2) the record owners of property that constitute more than 50% of the number of record property owners or the record owners of more than 50% of the area within the PID. The petition received by the City of Lubbock was signed by Kelsey Park Ltd. and FP Investors I, LLC, owners of 100% of the taxable real property value subject to assessment under the proposal and 100% of the surface area to be assessed under the proposal. The petition has been examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and to be sufficient for consideration by the City of Lubbock.

The purpose of the Kelsey Park PID will be (1) construction of entrances, streetscapes, and parks; (2) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces: landscaping, hardscape, and irrigation; and (3) the costs of establishing, administering and operating the District. The owner of the property submitting the petition has paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining funds reimbursed to the Developer. If the cost of creating the PID exceeds the $5,000, the developer will reimburse the City for the remaining cost.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Kelsey Park PID Public Hearing Notice
Presentation

NOTICE OF PUBLIC HEARING FOR THE PROPOSED KELSEY PARK PUBLIC IMPROVEMENT DISTRICT

Please take notice that on October 11, 2012, at 6:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the establishment of the Kelsey Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The hearing may be adjourned from time to time until the City Council makes findings by ordinance as to the advisability of the District.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) construction of entrances, streetscapes, and park (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $115,928 over the next five years. The estimated annual cost rises from $0.0 in the first year to $60,602 in year four (4) and then decreases to $55,326 in year five (5). The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation for single family properties and $0.05 per $100 valuation for non-single family properties.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Kelsey Park Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, Financial Analyst, at 775-2985

Kelsey Park
Public Improvement District

Public Hearing

Kelsey Park PID Map

PID Creation Process

Petition must have signatures of:

- Owners representing more than 50% of the appraised value of the taxable real property to be assessed; and
- Record owners of real property liable for assessment under the proposal who:
  - Constitute more than 50 percent of all record owners of property that is liable for assessment; or
  - Own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment.

Kelsey Park PID Petition Results

City Staff validated the petition August 2012

- Total Assessed Value 100%
- Total Owner Participation 100%

Public Hearing

Notification of Public Hearing:

- Published a Notice of Public Hearing in the Lubbock Avalanche Journal on September 21, 2012
- Posted a Notice of Public Hearing on the City of Lubbock Website and Municipal Building September 24, 2012
- Mailed a Notice of Public Hearing to the property owners September 25, 2012

Public Hearing

Interested persons are invited to speak for or against each of the following:

- Authorization of the PID
- Boundaries of the district
- Whether all of the area described in the legal description and map should be included in the district
- Advisability of the proposed improvements
- Nature of the improvements
- Estimated costs of the improvements
- Method of assessment
- Apportionment of cost between the district and the City

PID Findings

- Advisability of Improvements
  - The improvements enhance the quality of life for citizens who will live in the Kelsey Park PID.
- Nature of Services:
  - Maintenance of landscaping at entrances, pocket landscaping, and park
  - Portion of the cost of the construction of the park (costs over $250,000)

PID Findings Cont.

- Estimated Cost of Services
  - The cost of services is estimated to be $115,928 over the next five years
  - Developer maintains the first three years
  - $60,602 year four and $55,326 year five
- Proposed Assessment Rates
  - $0.15 per $100 valuation for Single Family
  - $0.05 per $100 valuation for non-Single Family
- Effective Date – January 1, 2013
- Apportionment of Cost
  - All costs for proposed services will be paid by the Developer or the District.

QUESTIONS

Regular City Council Meeting **6. 2.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Finance: Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

Item Summary

The City of Lubbock has received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Kelsey Park development area. The area covers approximately 320.2 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute, the petition signed by: (1) more than 50% of the appraised value of the taxable real property liable for assessment; and (2) the record owners of property that constitute more than 50% of the number of record property owners or the record owners of more than 50% of the area within the PID. The petition received by the City of Lubbock was signed by Kelsey Park Ltd. and FP Investors I, LLC, owners of 100% of the taxable real property value subject to assessment under the proposal and 100% of the surface area to be assessed under the proposal. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

A PID is a defined assessment area providing specific types of public improvements or maintenance to a given area. The purpose of the Kelsey Park PID will be (1) construction of entrances, streetscapes, and parks; (2) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape; and irrigation; and (3) the costs of establishing, administering and operating the District. The owner(s) of the property submitting the petition has paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining funds reimbursed to the Developer. If the cost of creating the PID exceeds the $5,000, the developer will reimburse the City for the remaining cost.

One of the statutory requirements for the City Council is to hold a public hearing regarding the advisability of creating the District. A notice of public hearing was published in the Lubbock Avalanche Journal on Friday, September 21, 2012, and notices were mailed to the property owners on September 25, 2012, as required by the statute.

Pursuant to Chapter 372 of the Texas Local Government Code, this Resolution illustrates the following findings:

1. The advisability of the services;
2. The nature of the services;
3. The estimated cost of the services;
4. The boundaries of the public improvement district;
5. The method of assessment; and
6. The apportionment of costs between the district and the municipality as a whole.

The City Council will need to make these findings in order to create the PID.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Kelsey Park PID Creation and Exhibits - Kelsey Park PID

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits boundary on the south, and Quaker Avenue on the west, AND the record owners of taxable real property that constitutes more than fifty percent (50%) of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Kelsey Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of creating the following proposed public improvements: (i) construction of entrances, streetscapes, and park, (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) the costs of establishing, administering and operating the District, all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Kelsey Park Public Improvement District within the city limits of the City of Lubbock are described as the north half of Section 4, Block AK, Lubbock County, Texas, and shown on the map attached hereto as Exhibit "2"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the city and to the property within the boundaries of the proposed public improvement district; 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 before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Kelsey Park Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 11th day of October, 2012, at 6:30 p.m., in the Council Chambers 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 authorization of the Kelsey Park Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described as the north half of Section 4, Block AK, Lubbock County, Texas, and depicted on the map attached hereto as Exhibit "2" should be included in such proposed Kelsey Park Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the District and the City as a whole; and

WHEREAS, all owners of property located with the proposed Kelsey Park Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Kelsey Park Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Kelsey Park Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Kelsey Park Public Improvement District, and opponents of the Kelsey Park Public Improvement District were given the opportunity to appear to contest authorization of the District, after which the hearing was closed; **NOW THEREFORE:**

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

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, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Kelsey Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Kelsey Park Public Improvement District with boundaries as described in Exhibit "2" for the purpose of (i) construction of entrances, streetscapes, and parks, (ii) maintenance of parks and green spaces together with any ancillary structures,

features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Kelsey Park Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $115,928.00 over the next five (5) years, and that the estimated annual cost rises from $0.00 in year one to $60,602.00 in year four and decreases to $55,326.00 in year five. Anticipated services are construction of park improvements (all costs in excess of the first $250,000.00 to be reimbursed to the developer as funds are available) and maintenance of the entrances, streetscapes and parks.

(d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation for single family lots and a proposed assessment rate of $.05 per $100.00 of valuation for non single-family lots.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements and the establishment, administration, and operation of the District will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described as the north half of Section 4, Block AK, Lubbock County, Texas, and depicted in the map attached hereto as Exhibit "2" and such public improvement district shall hereafter be identified as the Kelsey Park Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Kelsey Park Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Kelsey Park Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution 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 Resolution.

Passed by the City Council on _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Budget Director

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Kelsey Park PID Establishment 2
September 25, 2012

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that the attached petition property owner signature of Ford Development Partners, LLC, and FP Investors I, LLC, has been verified as meeting a statuatory two test requirement: (1) petition is signed by the owner of taxable real property representing more that 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and, therefore, is not subject to this test. The petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary. (2) That the petition must be signed by the record owners of property that constitutes more than 50% of the area within the PID, and the record owners of more than 50% of the surface area within the PID. The total surface areas of parcels eligible for assessment as of January 1, 2012, (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property. Said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 15th day of August, 2012.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

city of lubbock TEXAS

August 9, 2012

To: Becky Garza, City Secretary

From: Sally Still Abbe, Director of GIS and Data Services

Re: Kelsey Park Public Improvement District Petition

Recently, the City Of Lubbock received a petition from Rex F. Robertson dated July 30,2012 requesting that the City of Lubbock establish the Kelsey Park Public Improvement District (PID) as shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and therefore is not subject to this text. Since the petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners, or the record owners of more than 50% of the surface area within the PID. The property owned by Lubbock Cooper ISD will not be assessed. The total surface area of parcels eligible for assessment as of January 1, 2012 (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property, so the petition also passes the surface area test.

The notarized signature on the Kelsey Park petition was validated by a visual review.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO KELSEY PARK

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the area described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) construction of entrances, streetscapes, and park (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces, landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well and provide a common area for residents to enjoy, thereby increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: The estimated cost for maintaining the proposed public improvements is approximately $12,000 per year for the Phase 1 improvements and will increase to approximately $36,000 per year when the improvements are fully developed. See Exhibit A attached hereto and incorporated herein by reference for a more detailed analysis of the maintenance costs.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits

accruing to property in the District and how the costs of the public improvements are assessed to the property on the basis of the special benefits. The result will be that proportionate shares of the costs will be imposed on property similarly benefited. Further, it is anticipated that the non single-family rate of assessment shall never exceed one-third (1/3) of the rate assessed for single-family parcels.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements with property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements and the maintenance thereof will be paid by the Developer and by assessments of the property within the District.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City.

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

KELSEY PARK, LTD.

By: **FORD DEVELOPMENT PARTNERS, LLC**

By: _____
Rex F. Robertson
Its: Manager

FP INVESTORS I, LLC

By: _____
Rex F. Robertson
Its: Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 30th day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of Ford Development Partners, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LORI S. NERIO
Notary Public, State of Texas
My Commission Expires
July 01, 2013

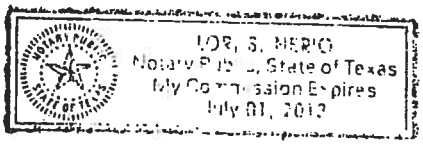
_____
Notary Public for the State of TX

LORI S. NERIO
Printed Name of Notary
My Commission Expires: 07/01/13

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 30th day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of FP Investors I, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lori S. Nerio
Notary Public for the State of TX

Lori S Nerio
Printed Name of Notary
My Commission Expires: 07/01/13

Exhibit A

Kelsey Park
Public Improvement District
Revised June 11, 2012

Single-Family	2013	2014	2015	2016	2017	Totals 2013 - 2017
Total property values	805,000	4,988,900	10,745,000	20,055,000	28,715,000	
Discounted property values (90%)	724,500	4,490,010	9,670,500	18,049,500	26,743,500	
Non Single-Family						
Total property values	130,000	8,003,000	14,828,000	24,152,000	33,802,000	
Discounted property values (90%)	117,000	7,202,700	13,345,200	21,736,800	30,421,800	
Beginning Cash Balance	—	1,145	11,482	32,660	10,000	
Receipts						
Assessments on Single-Family @ .15 per $100	1,087	6,735	14,506	27,074	40,115	89,517
Assessments on non Single-Family @ .05 per $100	59	3,601	6,673	10,868	15,211	36,412
Total Receipts	1,145	10,336	21,178	37,943	55,326	125,929
Expenditures						
Maintenance costs	12,000	15,000	18,000	21,000	24,000	90,000
Operational costs (1%/year increase)	4,000	4,040	4,080	4,120	4,160	20,400
Contributions by developer	(16,000)	(19,040)	(22,080)			(57,120)
Administrative costs (15% of assessments)				5,691	8,298	13,988
Construction of entrances & street scapes	100,000	100,000	300,000	100,000	300,000	900,000
Construction of park				250,000	500,000	750,000
Paid by developer	(100,000)	(100,000)	(300,000)	(350,000)	(800,000)	(1,650,000)
Park expenses reimbursed to developer				29,791	18,857	48,648
Net Expenditures	0	0	0	50,602	55,326	116,928
Net Cash	1,145	10,336	21,178	(22,660)	0	18,000
Ending Cash Balance	1,145	11,482	32,660	10,000	10,000	

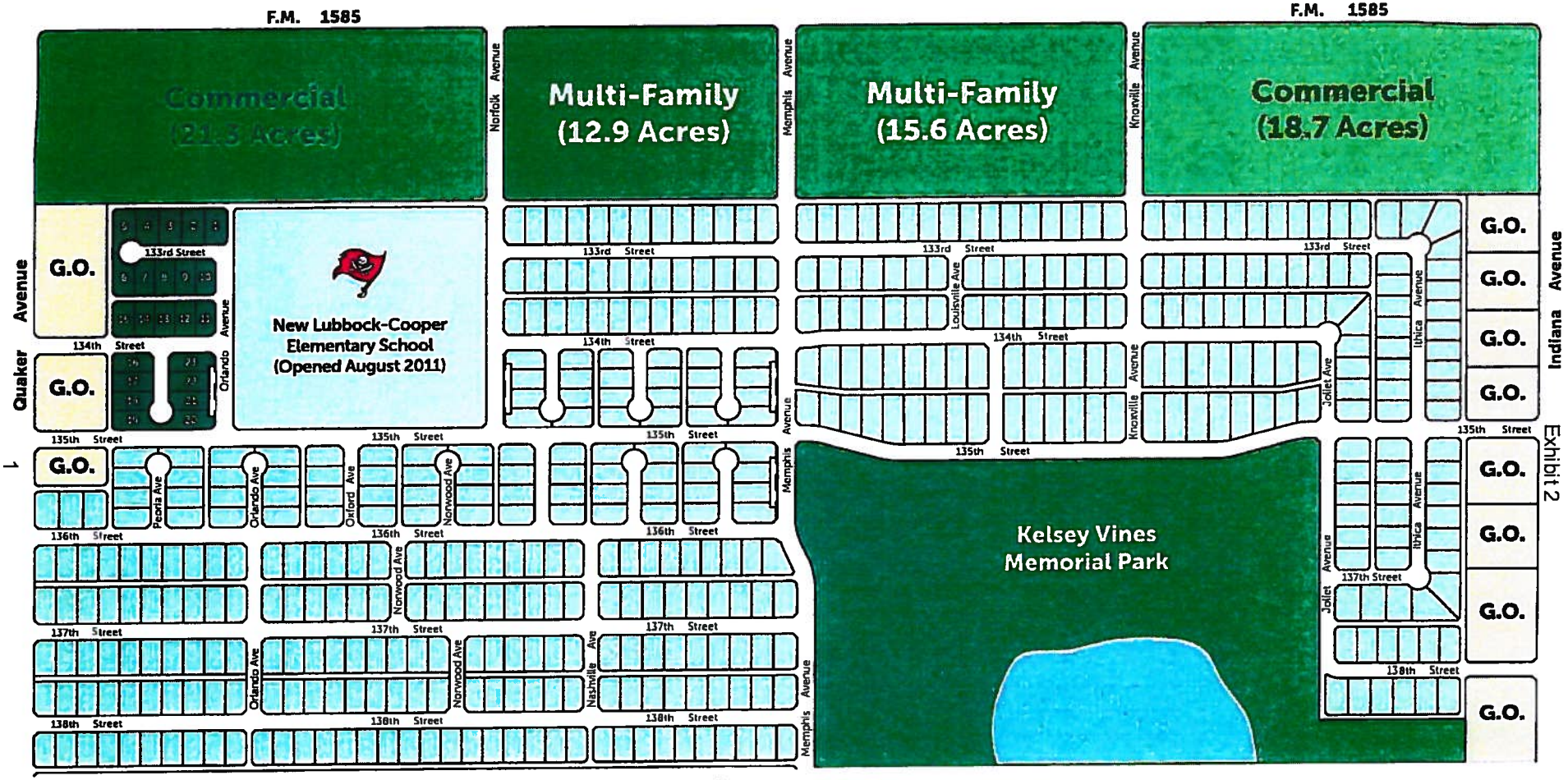


Exhibit 2

KELSEY PARK

Rex Robertson
(214) 850-8838

FORD DEVELOPMENT

Regular City Council Meeting **6. 3.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3191.

Proposed Land Use:
The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:
North: Residential, Zoned R-1
South: Manufacturing, Zoned M-2
East: Residential, Zoned R-1
West: Residential, Zoned R-1

Planning and Zoning (P&Z) Public Hearing Notes:
Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:
The P&Z Commission recommends approval subject to the following condition:
1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3189

Zone Case 3189

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. 3189;** A ZONING CHANGE FROM **R-1** TO **C-3 SPECIFIC USE** FOR **A DOLLAR GENERAL STORE**, ON **LOT 1, BLOCK 1, MORNING VIEW 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, 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 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3189

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for **a Dollar General store** on **Lot 1, Block 1, Morning View Addition,** City of Lubbock, Lubbock County, Texas, located at **4011 East 4th Street,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change be tied to the proposed site plan.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-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 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

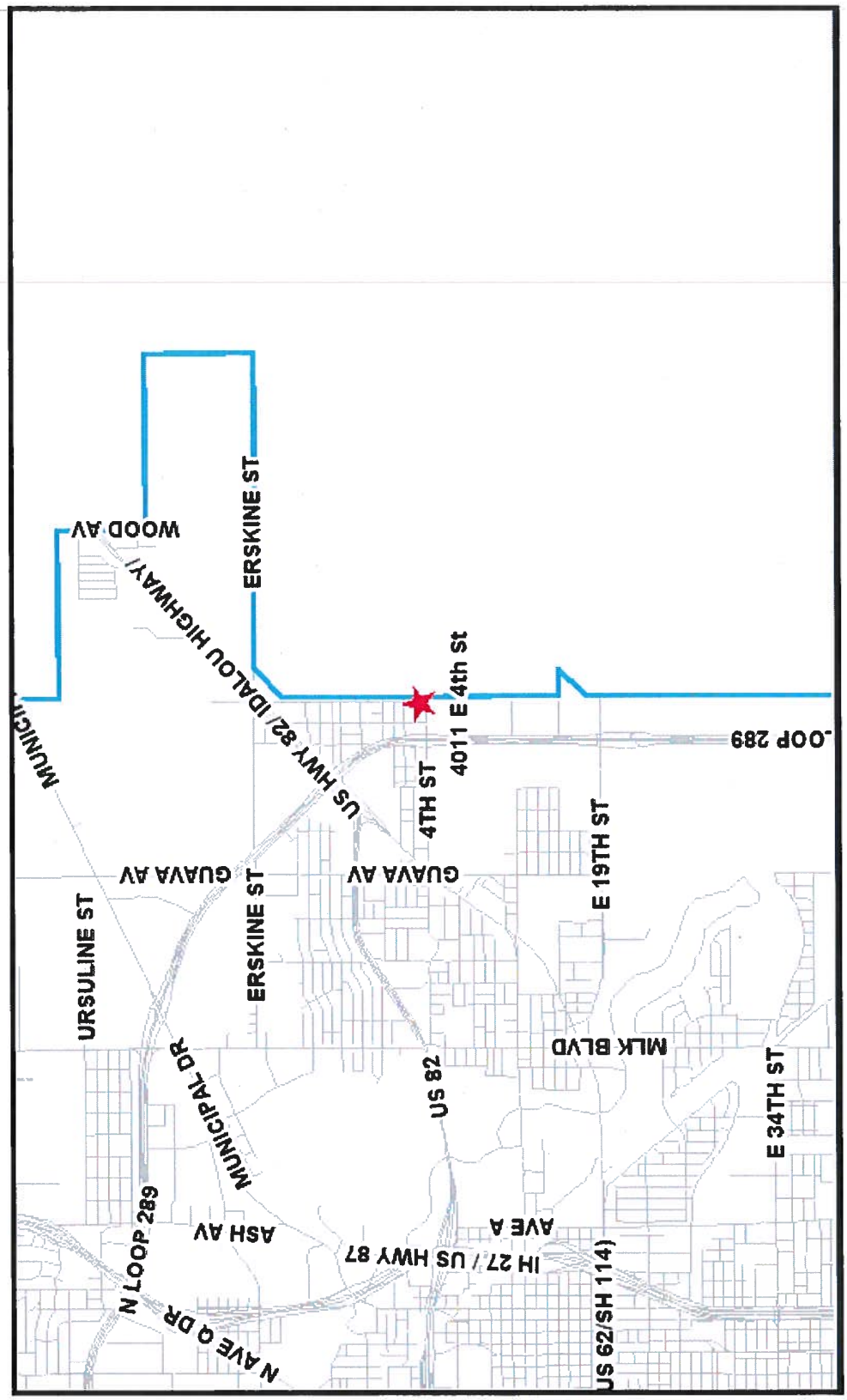
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

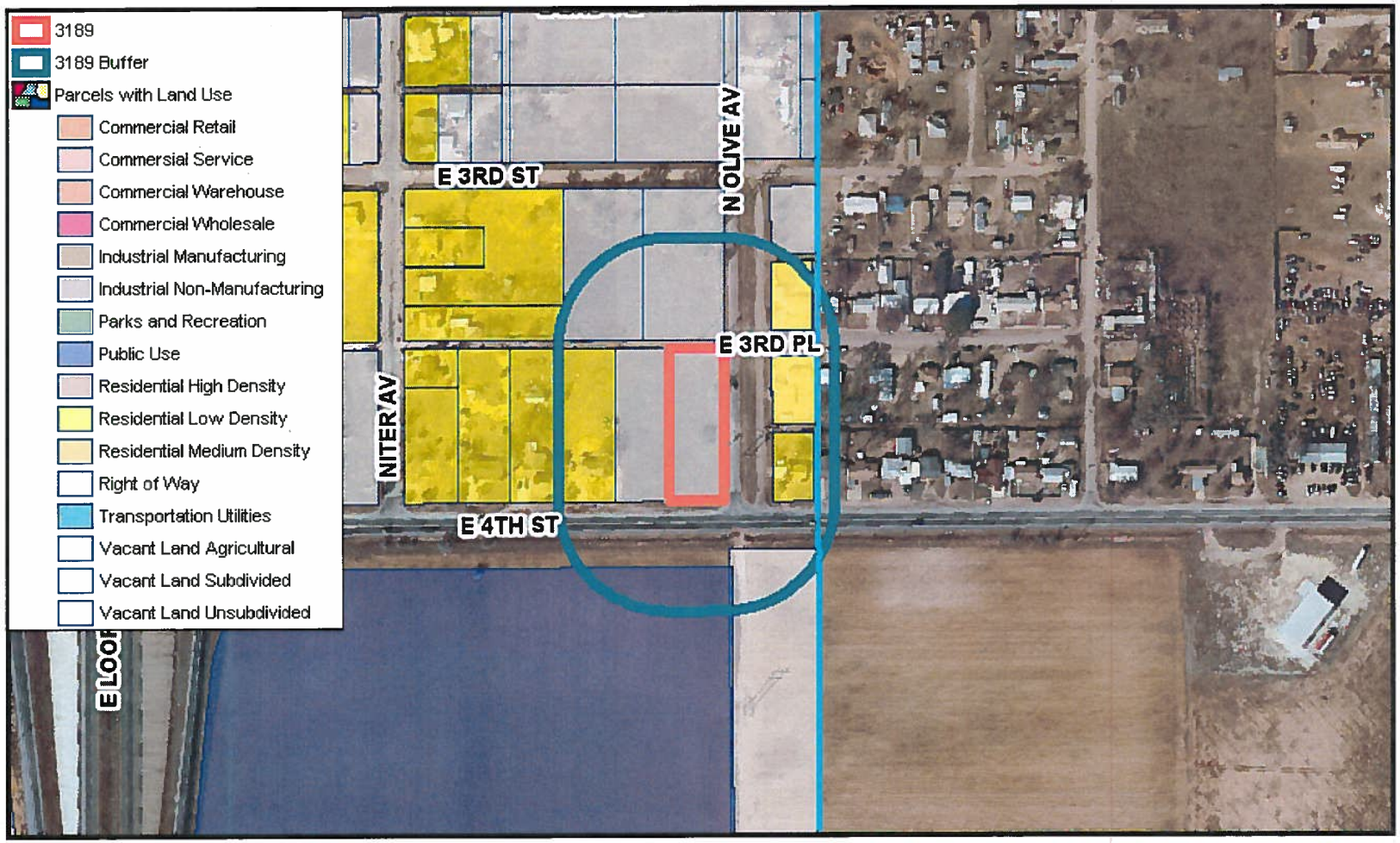
APPROVED AS TO FORM:

for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3189
October 4, 2012

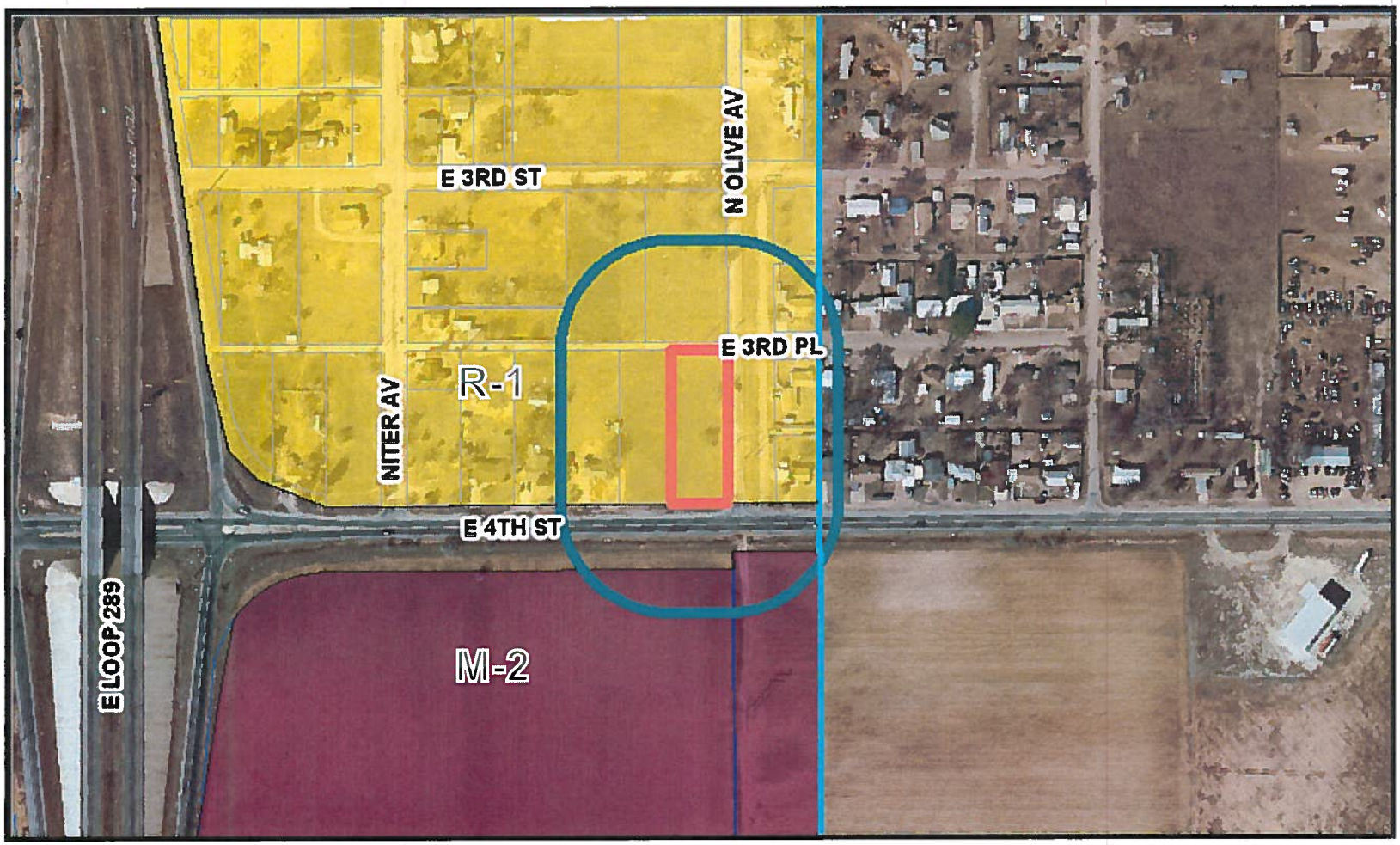


P.Z.C. Case 3189



P.Z.C. Case 3189

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General store, 4011 East 4th Street



P.Z.C. Case 3189 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) West Texas Engineering, LLC
5605 101st Place
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 336-7270
Telephone

For RSBR Investments, LLC
1598 Imperial Center, Suite 2001
Street/Post Office Box
West Plains Missouri 65775
City State Zip
(417) 256-3420
Telephone

Location or Address: 4011 East 4th Street (4th St. & Olive Ave.), Lubbock, Tx 79403

Legal Description:* Morning View, Block 1, Lots 1 & 2

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.37 Acres

Zoning Requested: C-3 (General Retail District)

Proposed Development: Dollar General Store

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

Kristen Rocha
Applicant's Signature

August 14, 2012
Date

Filing Fee: $478.00
($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.**

receipt 20714 CK# 1001

For City Use Only

PIN 37332 MAP 14

Zone Case No.: 3189 **Agenda No.:** 6

Request for zoning change from: R-1 **To:** C-3

on Lot(s): 1 **Block(s):** 1

Subdivision: Morning View **Address:** 401 E 4th St

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

Print Name Cruz Narvaiz Jr. + Lupe Narvaiz

Signature: CRUZ NARVAIZ SR + LUPE NARVAIZ

Address: 4003 EAST 4th ST Lubbock TX 79403

Address of Property Owned: 4003 EAST 4th St Lubbock, Tx. 79403

10 of 11

~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ____

Opposed X

Reasons and/or Comments:

Print Name MARY HERNANDEZ

Signature: Mary Hernandez

Address: 312 NITER

Address of Property Owned: 312 Niter

10 of 11

~~Zone Case Number: 3189~~
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

37339

LUBBOCK TX 79403-4824

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ___

Opposed X

Reasons and/or Comments:

Print Name Ellen Cotton

Signature: Ellen Cotton

Address: 304 Nitor Ave, Lubbock 79403

Address of Property Owned: 304 Nitor Ave, Lubbock. 79403

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10 of 11

~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3189***

In Favor of ___

Opposed X

Reasons and/or Comments:

Print Name Ruby Fae McCafferty

Signature: Ruby Fae McCafferty

Address: 4012 E Colgate

Address of Property Owned: 4012 E Colgate

10 of 11

Zone Case Number: **3189** 37339

~~ROBINSON JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3189***

In Favor of ___

Opposed X

Reasons and/or Comments:

Print Name Mr & Mrs Robert E Lee

Signature: Robert E. LEE

Address: 4101 East 4 st.

Address of Property Owned: 2 R. Lee

Zone Case Number: **3189**
~~FLETCHER~~, ROBERT E Lee
4103 E 4TH ST□LUBBOCK, TX 79403-4825

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: *3189***

In Favor of ____

Opposed ✓

Reasons and/or Comments:

Mr + Mrs
Print Name Robert E. Fletcher

Signature: Robert E Fletcher

Address: 4103 E. 4th. ST. Lubb. Tex. 79403

Address of Property Owned: 4103 E. ~~Fletcher~~ 3. 4th. St.
Same as Above

6 of 11

~~Zone Case Number: 3189~~ 16698
~~FLETCHER, ROBERT E~~
~~4103 E 4TH ST~~

LUBBOCK TX 79403-4825

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ___

Opposed ✓

Reasons and/or Comments:
Don't want Tax to go up. Afraid of the traffic in the neighbhood. Do not want people hanging around my house. TO close to my house.

Print Name Terri Chumley

Signature: Terri Chumley

Address: 4007 East 4th

Address of Property Owned: 4007 E 4th Lbb Tx 79403

Zone Case Number: **3189** 37334
CHUMLEY, TERRI LYNN
4007 E 4TH ST

LUBBOCK TX 79403-4712

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3189***

In Favor of ____

Opposed ✓

Reasons and/or Comments:

Print Name Charles Spoon

Signature: Charles Spoon

Address: 4111 E 3rd Pl.

Address of Property Owned: 4101 E 3rd Pl

1 of 11

Zone Case Number: **3189** 16692
SPOON CHARLES D & ELLEN A
4111 E 3RD PL

LUBBOCK TX 79403

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ____

Opposed X

Reasons and/or Comments:

Print Name FRANCIS MARTIN

Signature: Francis D Martin

Address: 4104 E 3rd PLACE

Address of Property Owned: 4104 E 3rd PLACE

10 of 11

Zone Case Number: 3189 37339

~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3189

In Favor of ___

Opposed X

Reasons and/or Comments:

Print Name JERRY D ROBINSON

Signature: Jerry D Rob

Address: 4202 E 3RD PLACE

Address of Property Owned: 308 NITER

10 of 11

Zone Case Number: **3189** 37339
ROBINSON, JERRY D
4202 E 3RD PL

LUBBOCK TX 79403-4824

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3189**

In Favor of ___

Opposed X

Reasons and/or Comments:

Print Name Jerry Hawkins

Signature: Jerry Hawkins

Address: 4105 E 42nd St

Address of Property Owned: 4207 E 4th St

10 of 11

~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

Regular City Council Meeting **6. 4.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3189.

Proposed Land Use:
The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:
North: Residential, Zoned R-1
South: Manufacturing, Zoned M-2
East: Residential, Zoned R-1
West: Residential, Zoned R-1

Planning and Zoning (P&Z) Public Hearing Notes:
Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:
The P&Z Commission recommends approval subject to the following condition:
1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3191
Case 3191

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. 3191;** A ZONING CHANGE FROM **R-1** TO **C-3 SPECIFIC USE** FOR **A DOLLAR GENERAL STORE**, ON **LOT 2, BLOCK 1, MORNING VIEW 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, 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 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3191

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for **a Dollar General Store** on **Lot 2, Block 1, Morning View Addition,** City of Lubbock, Lubbock County, Texas, located at **4011 East 4th Street,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be tied to the proposed site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-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 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

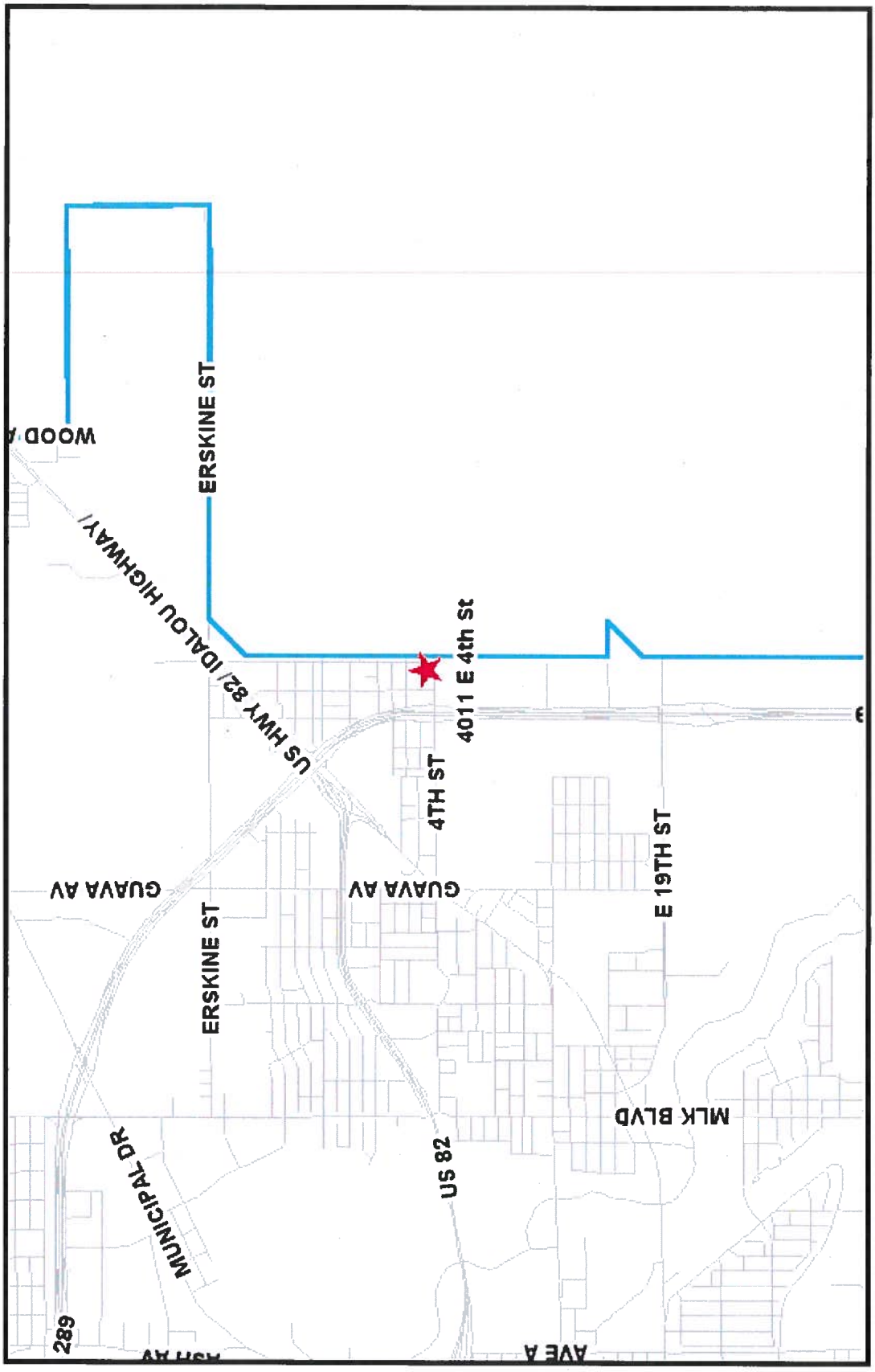
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

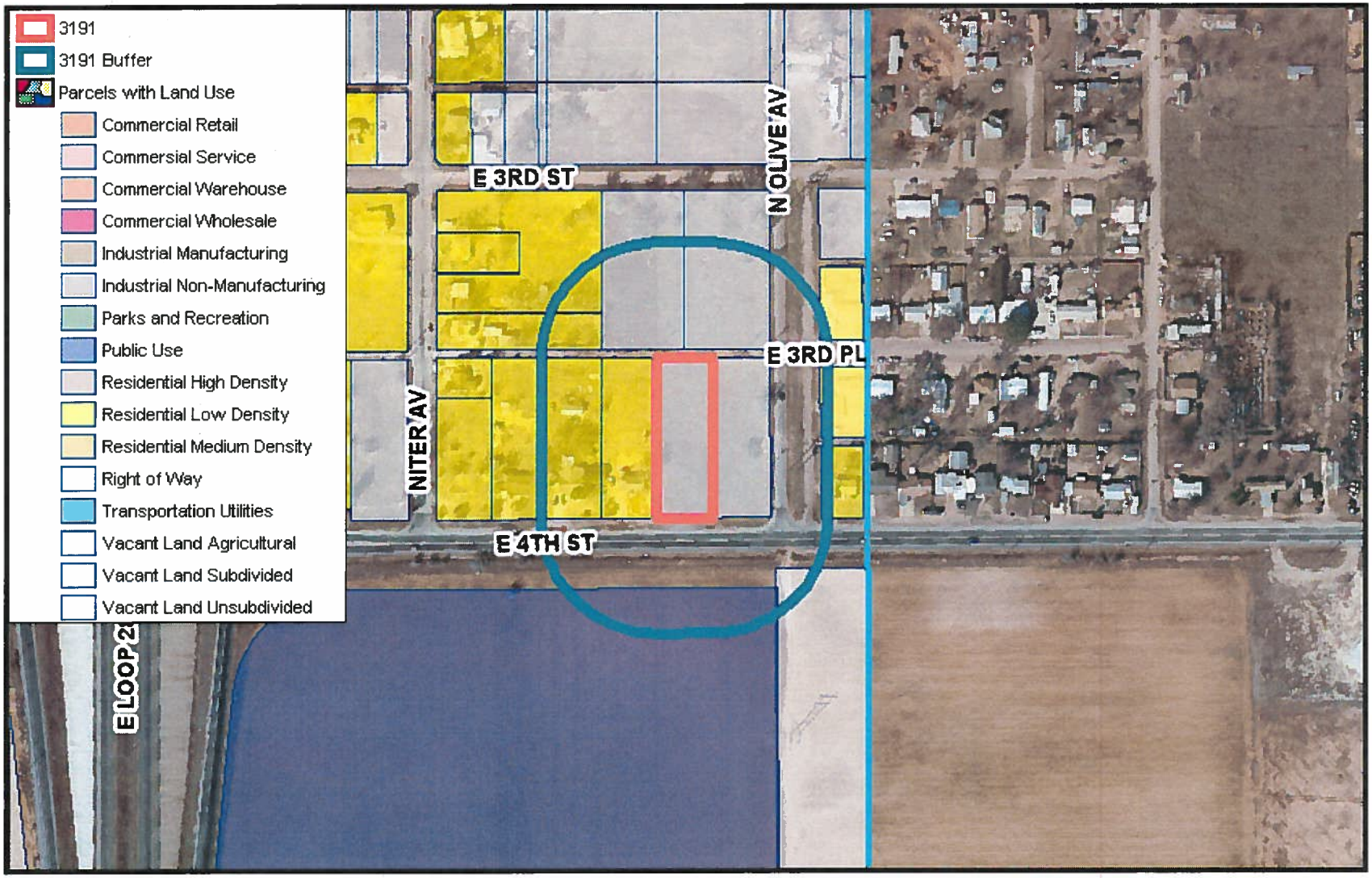
APPROVED AS TO FORM:

for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3191
October 4, 2012

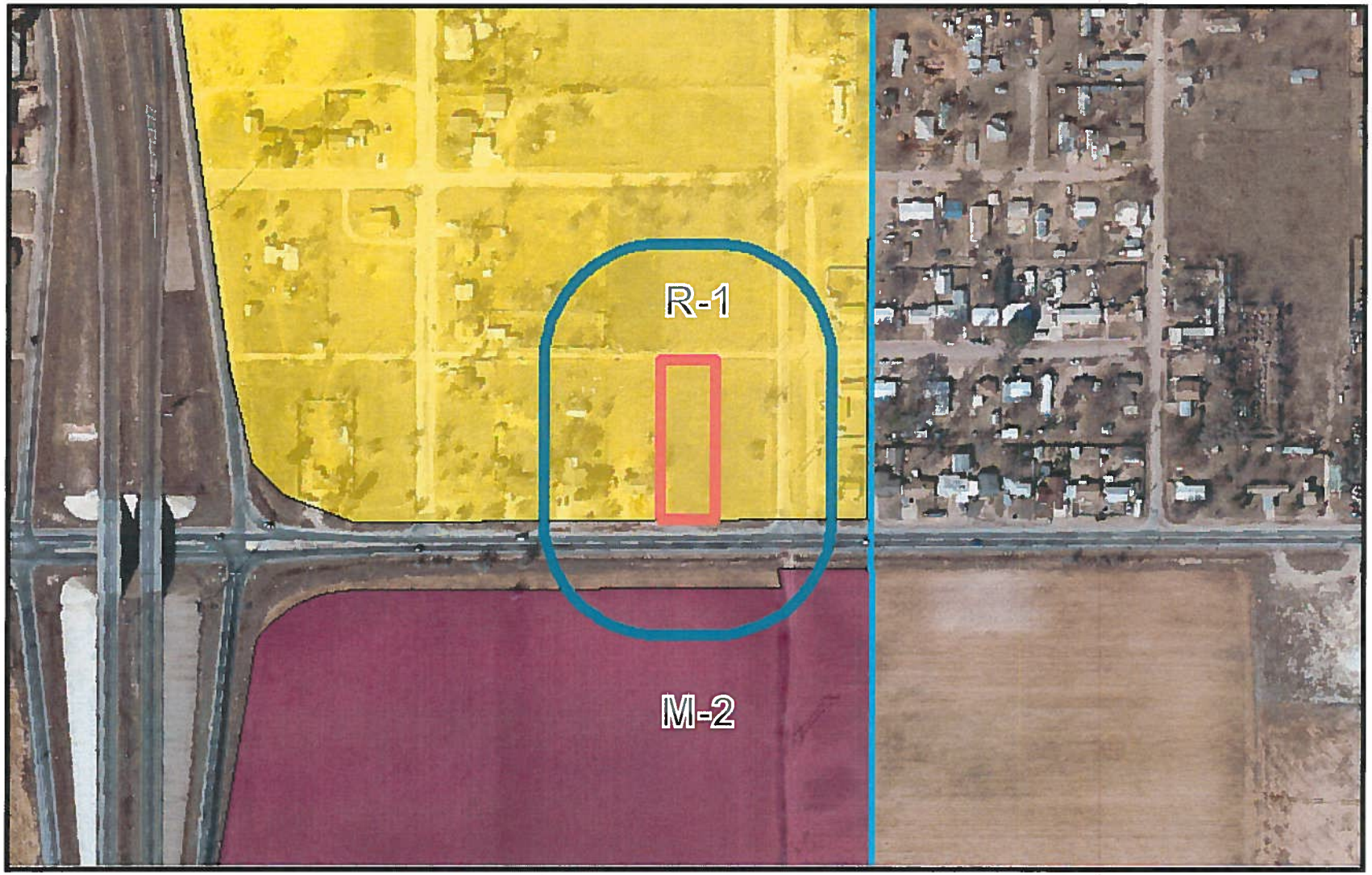


P.Z.C. Case 3191



P.Z.C. Case 3191

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General, 4011 East 4th Street



P.Z.C. Case 3191 Zoning

City of Lubbock

200 m 1 : 3200

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the 12:58 9/19/2012

Land Value $1,000.00	**STRUCT Value** $0.00	**ASSESSED Value** $1,000.00	**BaseMap:** 085
GEO#: 5610000000100002000	**PIN#**: 37333	**Address**	**Land SQ FT**: 29,000.00
OWNER	**RNUM**:R89224	4009 E 4TH ST Lubbock, TX 79403-4712	**CEN BLK:** :0126
HINDMAN LEROY W ESTATE 4209 N CR 2000 LUBBOCK TX 79415-4542	**OWNERSHIP**: PRIVATE	**LEGAL**: MORNING VIEW BLK 1 L 2 LUB	**CEN TRACT:** 01100
PLAN UNIT: 085	**TAZ**:0336	**GUC**: V-S	**CEN GRP**: 0100
STR # 70609	**TOT FL AREA**	**LAND AREA**	**# OF FLOORS**
YR BLT: 0	29000	0.00	0.00
PARKING: 0	**USE CODE**	**STR ADDR**	**STR NAME**
DET BLD: 0	V-S 9110	Lubbock, TX	VACANT LAND
VACANT LAND SUBDIVIDED			

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

11

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3191***

In Favor of ____

Opposed X

Reasons and/or Comments:

PROPERTY TAX INCREASES, ADDED TRAFFIC, POTENTIAL REDUCTION OF PRIVACY.

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name AMANDA ALLEN

Signature: Allen

Address: 4005 E 4TH ST

Address of Property Owned: 4005 E. 4TH ST. LUBBOCK, TX 79403

Zone Case Number: 3191 37339

LUBBOCK TX 79403-4824

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

10

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3191***

In Favor of ___

Opposed X

Reasons and/or Comments:
There are too many solicitors as it is so it would cause more traffic then there already is down this block.

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name Cruz + Lupe Narvaez
Signature: Cruz + Lupe Narvaez
Address: 4003 EAST 4th St
Address of Property Owned: 4003 EAST 4th St

Zone Case Number: 3191 37339

LUBBOCK TX 79403-4824

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

D

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3191**

In Favor of ___

Opposed ✓

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OCT 0 3 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

- To much traffic
- To close to my house
- Taxes will go up
- Children gets off the bus on the Corner

Print Name Terri Chumley

Signature: Terri Chumley

Address: 4007 E 4th Lbb Tx 79403

Address of Property Owned: 4007 E 4th Lbb Tx 79403

Zone Case Number: 3191 37334
CHUMLEY, TERRI LYNN
4007 E 4TH ST

LUBBOCK TX 79403-4712

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

1

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3191**

In Favor of ___

Opposed ✓

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name JERRY D ROBINSON

Signature: Jerry D Rob

Address: 4202 E 3RD PLACE

Address of Property Owned: 308 NITER

Zone Case Number: 3191 37339
ROBINSON, JERRY D
4202 E 3RD PL

LUBBOCK TX 79403-4824

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

1

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3191***

In Favor of ___

Opposed X

RECEIVED
OCT 0 3 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

To much Traffic

Print Name Robert Ernest Lee

Signature: Robert E Lee

Address: 4101 East 4th

Address of Property Owned: 4101 East 4th

Zone Case Number: 3191 37339

LUBBOCK TX 79403-4824

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3191**

In Favor of ____

Opposed X

Reasons and/or Comments:

We already have 2 dollar Stores out and one family owned one

RECEIVED
SEP 25 REC'D
PLANNING DEPARTMENT

Print Name FRANCE MARTIN

Signature: Frances Martin

Address: _____

Address of Property Owned: 4104 E 3Rd Pl

3 of 11

Zone Case Number: **3191** 16695
MARTIN, FRANCES
4104 E 3RD PL

LUBBOCK TX 79403-4822

450

Regular City Council Meeting **6. 5.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3126-A Hold a public hearing to consider a request of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone a strip of property adjacent to FM 1585 (130th Street) from Garden Office (GO) to Interstate Industrial (IHI) with a number of restrictions.

Proposed Land Use:
The proposal presents an interesting perspective in terms of land use. The applicant is the developer of the Prestwick Addition. The project will have residential to the north of the strip of proposed, clean industrial uses.

Adjacent Land Uses:
North: Residential, Zoned T, single family is the only permitted use
South: Vacant or existing farmland, Zoned T, Transitional
East: Commercial, Zoned C-3, general retail, meets the standard 10 acres of commercial at thoroughfare corners
West: Residential, Zoned A-2, high density apartments

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared during the P&Z meeting.

Impact on the Comprehensive Land Use Plan (CLUP):
The request presents a minor amendment to the CLUP, in that the proposed industrial replaces a buffer district (Garden Office) along an established Farm-to-Market Highway. As part of an annexation in 1999 that brought five miles of FM 1585 into the City Limits, a considerable number of heavier commercial and industrial uses were inherited along that thoroughfare. The unique part of this discussion, with regard to the CLUP, is policy, which is to have a single family or a buffer district between mile intersections and the actual uses and probable future uses along the Farm-to-Market Highway. The developer, in this request, is constructing a warehouse-related development between Slide Road and Frankford on the south side of FM 1585, outside the city limits, in the same manner he is requesting this parcel. That project to the east is not in the City Limits and not subject to zoning. But the with existing uses and the new industrial development beyond the control of the City, a type of land use is occurring not generally present in the discussion of any other major thoroughfares. West 82nd Street would be the only comparison of the land uses inherited during annexation.

The applicant discussed with the staff a process of limiting the actual uses on the parcel to industrial activities with an IHI design criteria (a better looking front), no outside storage, and an elimination of uses in the commercial districts (C-2A, C-2, C-3), with several automotive uses included from C-4. The applicant is seeking an area similar to his development to the east noted above, with the desire to service light industrial or fabrication business locations and move any of the C uses to the corner where C-3 zoning already exists. The objective would be to have

reduced traffic and large lots with a clean industrial atmosphere that will buffer the interior of the Prestwick Subdivision. To the west of the A-2 church tract is the new City soccer complex. North of the apartment tract is a parcel purchased by Cooper Independent Schools. The developer has been working to buffer the residential portion of the subdivision from the soccer/baseball complex.

The fact that non-traditional thoroughfare uses exist along FM 1585 or, will tend to be requested in the future, is the strongest asset of the zone case. The strongest deficit is whether the CLUP, and particularly the adjacent land uses, are in concert with the proposal. The CLUP has the flexibility to consider variables related to location, topography, adjacent uses and compatibility for any proposed zone case.

Traffic access will be controlled by the Texas Department of Transportation, and vehicle traffic will most probably be neutral or less than a comparable amount of Garden Office establishments.

The request is certainly a test of the traditional considerations or policies of the Comprehensive Land Use Plan, and the staff supported the request, subject to considering the proposal a test only relative to FM 1585.

P&Z Commission Recommendation:

The P&Z recommends that the parcel be zoned Interstate Industrial subject to three conditions:
1. Any permitted uses within the IHC, C-2A, C-2, C-3 Districts may be as an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or ‘city desk” for the primary use within the building.

2. From the IHC District, the following uses shall be permitted as free-standing:
(2) Agriculture implement and tractor sales and service (totally within a building).
(3) Ambulance service.
(4) Automobile body shops, outside storage limited to customer vehicles only.
(5) Automobile brake shop.
(6) Automobile glass shop.
(7) Automobile seat cover and upholstery shop.
(8) Automobile transmission shop.
(9) Automobile and recreational vehicles sales and service (may include a body and paint shop, as an accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted, subject to the regulations of this district.
(11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.
(36) Laboratory, chemical, general analysis.
(39) Lumber yard, with no mill. All materials must be in a building.
(56) Road machinery sales and service (totally within a building).
(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of NO outside storage or stack of goods and/or materials (The uses requested to be eliminated from IHI by the applicant include (9) bus terminal; (45) produce market; (53) stack lot; (60) bus terminal maintenance facility and (61) truck stop):
(2) Aluminum products, fabrication of.
(3) Armature winding.
(4) Bakery–Commercial.
(5) Blacksmithing or horseshoeing. (Business permitted outside of building).
(6) Bottling works.
(7) Broom manufacturing.
(8) Building materials, storage.
(10) Cabinet or carpentry shop.
(11) Candle manufacturing.
(12) Carpet cleaning.
(13) Cheese manufacturing.

(14) Clothing manufacturing.
(15) Cold storage plant.
(16) Commercial schools, including mechanical and trade.
(17) Contractor plant or storage yard.
(18) Creamery and dairy products manufacturing.
(19) Egg storage, candling or processing plant.
(20) Electronic components assembly.
(21) Feed store.
(22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.
(23) Glassblowing.
(24) Ice cream manufacturing.
(25) Ice manufacturing and bulk dry ice storage.
(26) Insulation applicator.
(27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).
(28) Laboratory, physical testing.
(29) Lumber yard. (Business permitted outside of building).
(30) Machine shop.
(31) Mattress manufacture or renovation.
(32) Meat processing plant, with no slaughter.
(33) Mini-warehouses.
(34) Mobile home manufacturing.
(35) Mobile home storage.
(36) Monument manufacture.
(37) Moving, storage, packing, manufacturing and crating of household goods.
(38) Ornamental iron works.
(39) Paper box and paper products manufacture.
(40) Pharmaceutical manufacture.
(41) Planing mill.
(42) Plumbing, heating, refrigeration, or air-conditioning business.
(43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).
(44) Printing plant and/or newspaper.
(46) Pump sales and service.
(47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).
(48) Roofing contractor's shop.
(49) Sash and door manufacture.
(50) Sheet metal workshop.
(51) Sign shop.
(52) Spray painting.
(54) Store fixture manufacturing.
(55) Swimming pool, commercial or sales. (Business permitted outside building).
(56) Tire recapping and vulcanizing.
(57) Trailer or camper manufacture.
(58) Trailer and truck rental utility. (Business permitted outside of building).
(59) Truck or railway freight terminal depot or station.
(62) Warehouse.
(63) Welding equipment and supplies (acetylene).
(64) Welding shop.
(65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)] herein. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone 3126-A

Case 3126-A

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. 3126-A;** A ZONING CHANGE FROM **GO AND T** TO **IHI** ZONING DISTRICT ON **8.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3126-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and T** to **IHI** zoning district on **8.3**

acres of unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas located at **6100 Block of 130th Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. Any permitted uses within the IHC, C-2A, C-2, and C-3 Districts may be an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or "city desk" for the primary use within the building.

2. From the IHC District, the following uses shall be permitted as free-standing:

(2) Agriculture implement and tractor sales and service (totally within a building).

(3) Ambulance service.

(4) Automobile body shops, outside storage limited to customer vehicles only.

(5) Automobile brake shop.

(6) Automobile glass shop.

(7) Automobile seat cover and upholstery shop.

(8) Automobile transmission shop.

(9) Automobile and recreational vehicles sales and service (may include body and paint shop, as accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(36) Laboratory, chemical, general analysis.

(39) Lumber yard, with no mill. All materials must be in a building.

(56) Road machinery sales and service (totally within a building).

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of NO outside storage or stack of goods and/or materials [The uses requested to be eliminated from IHI by the applicant include (9) bus terminal; (45) produce market; (53) stack lot; (60) bus terminal maintenance facility and (61) truck stop]:

(2) Aluminum products, fabrication of.

(3) Armature winding.

(4) Bakery–Commercial.

(5) Blacksmithing or horseshoeing. (Business permitted outside of building).

(6) Bottling works.

(7) Broom manufacturing.

(8) Building materials, storage.

(10) Cabinet or carpentry shop.

(11) Candle manufacturing.

(12) Carpet cleaning.

(13) Cheese manufacturing.

(14) Clothing manufacturing.

(15) Cold storage plant.

(16) Commercial schools, including mechanical and trade.

(17) Contractor plant or storage yard.

(18) Creamery and dairy products manufacturing.

(19) Egg storage, candling or processing plant.

(20) Electronic components assembly.

(21) Feed store.

(22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.

(23) Glassblowing.

(24) Ice cream manufacturing.

(25) Ice manufacturing and bulk dry ice storage.

(26) Insulation applicator.

(27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).

(28) Laboratory, physical testing.

(29) Lumber yard. (Business permitted outside of building).

(30) Machine shop.

(31) Mattress manufacture or renovation.

(32) Meat processing plant, with no slaughter.

(33) Mini-warehouses.

(34) Mobile home manufacturing.

(35) Mobile home storage.

(36) Monument manufacture.

(37) Moving, storage, packing, manufacturing and crating of household goods.

(38) Ornamental iron works.

(39) Paper box and paper products manufacture.

(40) Pharmaceutical manufacture.

(41) Planing mill.

(42) Plumbing, heating, refrigeration, or air-conditioning business.

(43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).

(44) Printing plant and/or newspaper.

(46) Pump sales and service.

(47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).

(48) Roofing contractor's shop.

(49) Sash and door manufacture.

(50) Sheet metal workshop.

(51) Sign shop.

(52) Spray painting.

(54) Store fixture manufacturing.

(55) Swimming pool, commercial or sales. (Business permitted outside building).

(56) Tire recapping and vulcanizing.

(57) Trailer or camper manufacture.

(58) Trailer and truck rental utility. (Business permitted outside of building).

(59) Truck or railway freight terminal depot or station.

(62) Warehouse.

(63) Welding equipment and supplies (acetylene).

(64) Welding shop.

(65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)]. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity

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 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

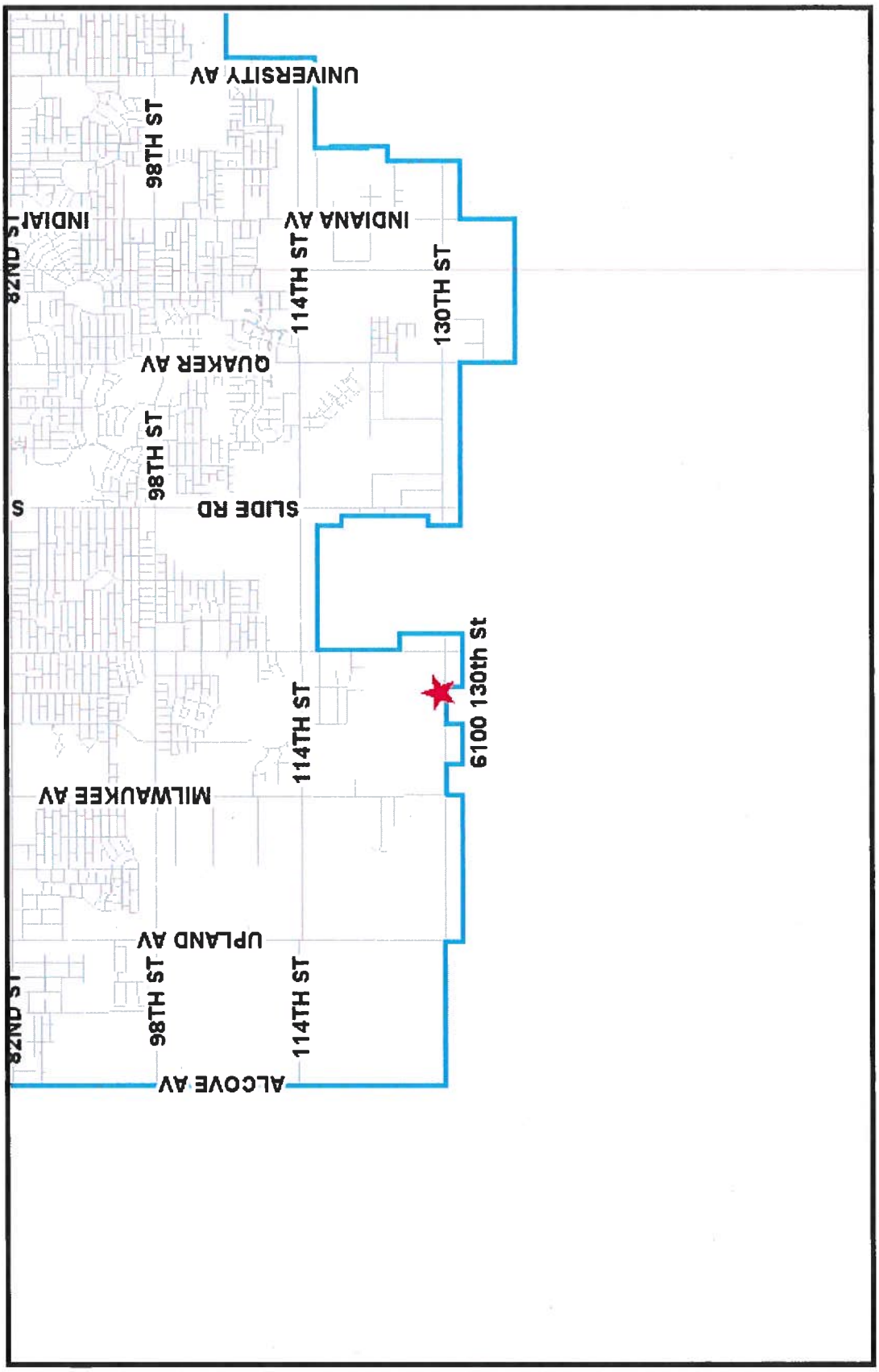
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

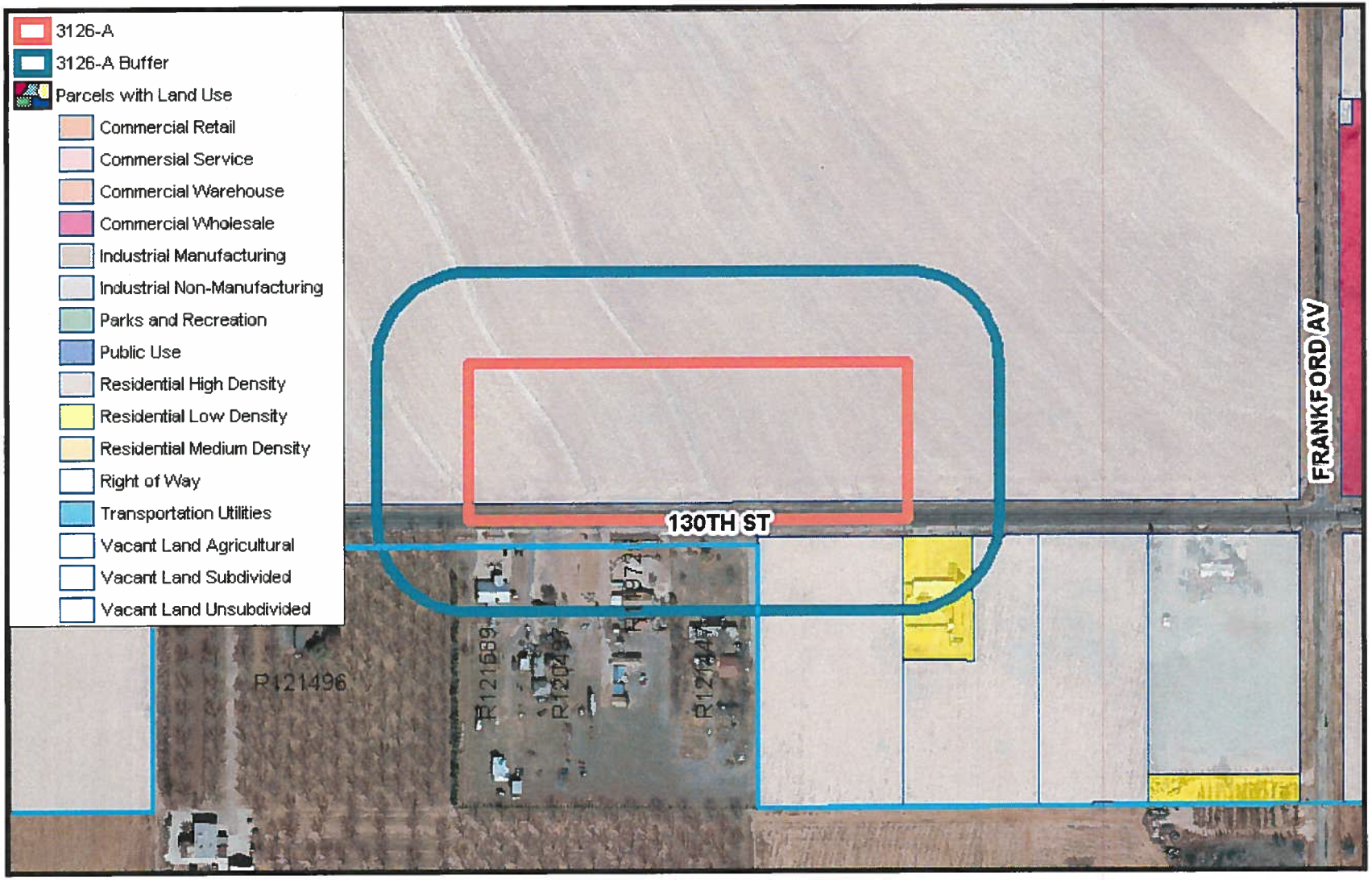
APPROVED AS TO FORM:

for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3126-A
October 4, 2012

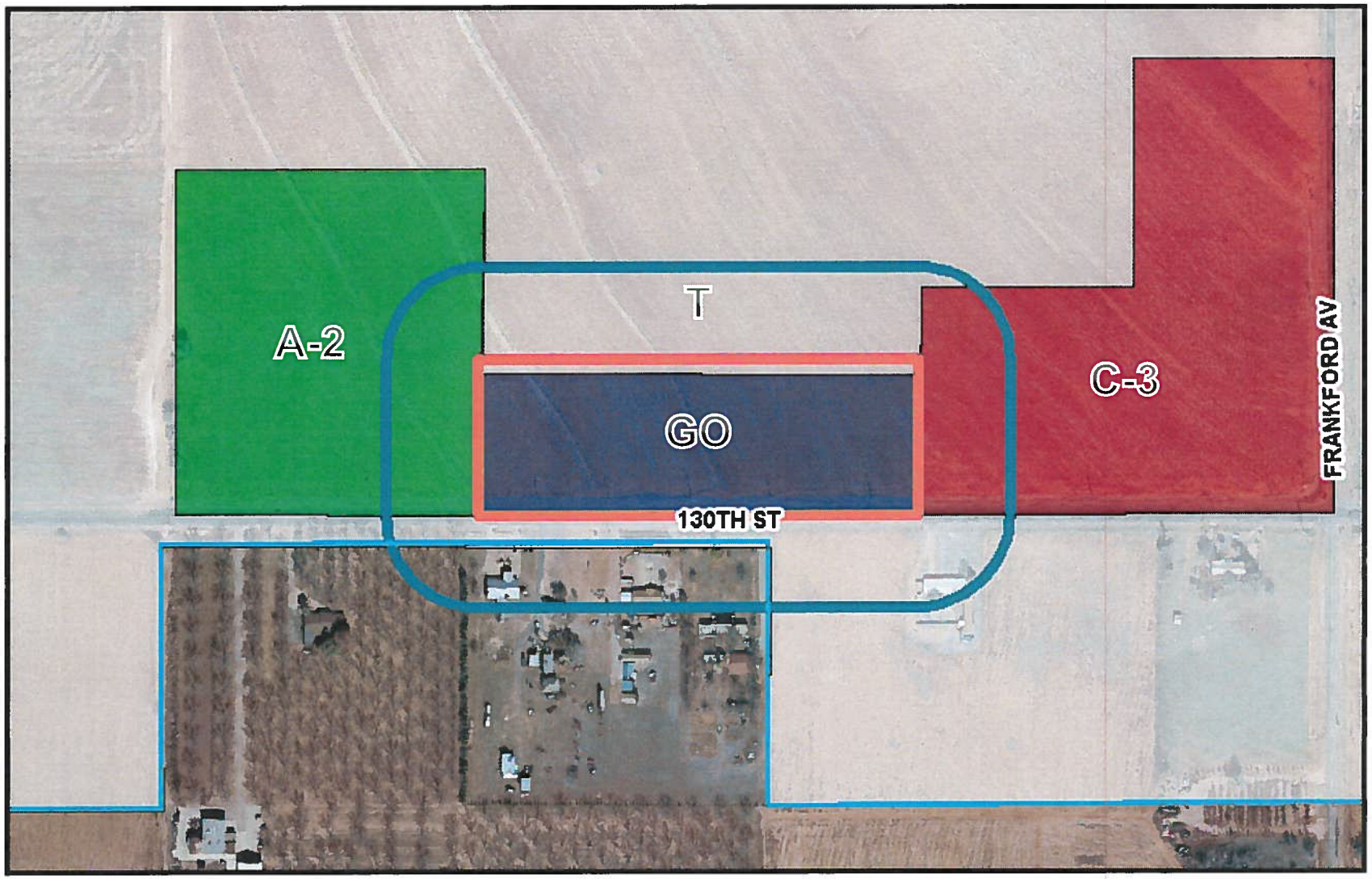


P.Z.C. Case 3126-A

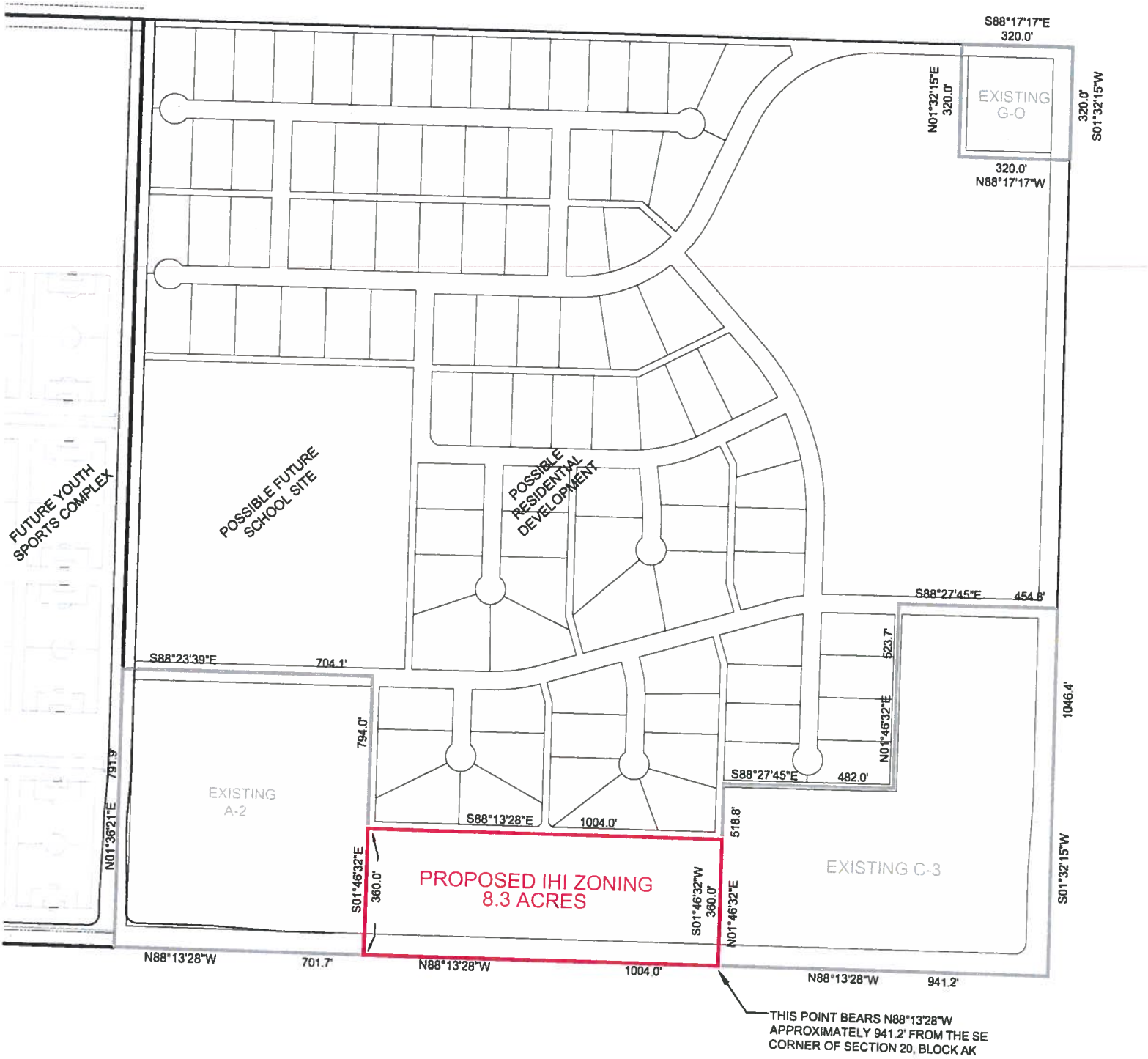


P.Z.C. Case 3126-A

Request of Hugo Reed and Associates (for Prestwick, LLC) for a zoning change from GO and T to IHI, approximately the 6100 Block of 130th Street



P.Z.C. Case 3126-A Zoning



NORTH

Not to Scale

September 5, 2012

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed IHI Zoning

METES AND BOUNDS DESCRIPTION for a zone description of an approximately 8.3 acre tract of land located in Section 20, Block AK, Lubbock County, Texas being further described as follows:

BEGINNING at a point in the South line of Section 20, Block AK, Lubbock County, Texas, which bears N. 88°13'28" W., approximately 941.2 feet from the Southeast corner of said Section 20, Block AK;

THENCE N. 88°13'28"W., along the South line of said Section 20, an approximate distance of 1004.0 feet to a point;

THENCE N. 01°46'32" W., an approximate distance of 360.0 feet to a point;

THENCE S. 88°13'28" E., an approximate distance of 1004.0 feet to a point;

THENCE S. 01°46'32" W., an approximate distance of 360.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY

Prepared for Rex Robertson, September 4, 2012

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

APPLICATION FOR ZONE CHANGE

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

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

For **Prestwick, LLC**
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas, Texas 75248
City State Zip
214-850-8838
Telephone

Location or Address: **Section 20, Block AK**

Legal Description:* **See metes and bounds description attached**

Existing Land Use: **Vacant** **Existing Zoning:** **GO and T**

Acreage or Square Footage of Property: **8.3 acres**

Zoning Requested: **IHI**

Proposed Development: **Unspecified**

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

Terry Holeman
Applicant's Signature

September 5, 2012
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: **$499 (Prestwick, LLC # 5015)**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Reciept 20728 Ck # 5015 **For City Use Only** M+B Map 42

Zone Case No.: 3126-A **Agenda No.:** 2

Request for zoning change from: GO, T **To:** IHI

8.3 acres of unplatted land out of Block AK Section ~~30~~ 20

on Lot(s): ~~—~~ **Block(s):** ~~—~~

Subdivision: 466 **Address:** Approximately the 6100 Block of 130th St

IHI

(2)

Subject to the following conditions:

1. Any accessory use that are permitted useswithin the IHC, C-2A, C-2, C-3 Districts as an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or 'city desk" for the primary use within the building.

2. From the IHC District, the following uses shall be permitted as free-standing:

(2) Agriculture implement and tractor sales and service (totally within a building).

(3) Ambulance service.

(4) Automobile body shops, outside storage limited to customer vehicles only.

(5) Automobile brake shop.

(6) Automobile glass shop.

(7) Automobile seat cover and upholstery shop.

(8) Automobile transmission shop.

(9) Automobile and recreational vehicles sales and service (may include body and paint shop, as accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(36) Laboratory, chemical, general analysis.

(39) Lumber yard, with no mill. All materials must be in a building.

(56) Road machinery sales and service (totally within a building).

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of no outside storage or stack of goods and/or materials:

(2) Aluminum products, fabrication of.

(3) Armature winding.

(4) Bakery–Commercial.

(5) Blacksmithing or horseshoeing. (Business permitted outside of building).

(6) Bottling works.

(7) Broom manufacturing.

(8) Building materials, storage.

bv (10) Cabinet or carpentry shop.

(11) Candle manufacturing.

(12) Carpet cleaning.

(13) Cheese manufacturing.

(14) Clothing manufacturing.

(15) Cold storage plant.

(16) Commercial schools, including mechanical and trade.

(17) Contractor plant or storage yard.

(18) Creamery and dairy products manufacturing.

(19) Egg storage, candling or processing plant.

(20) Electronic components assembly.

(21) Feed store.

(22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.

(23) Glassblowing.

(24) Ice cream manufacturing.

(25) Ice manufacturing and bulk dry ice storage.

(26) Insulation applicator.

(27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).

(28) Laboratory, physical testing.

(29) Lumber yard. (Business permitted outside of building).

(30) Machine shop.

(31) Mattress manufacture or renovation.

(32) Meat processing plant, with no slaughter.

(33) Mini-warehouses.

(34) Mobile home manufacturing.

(35) Mobile home storage.

(36) Monument manufacture.

(37) Moving, storage, packing, manufacturing and crating of household goods.

(38) Ornamental iron works.

(39) Paper box and paper products manufacture.

(40) Pharmaceutical manufacture.

(41) Planing mill.

(42) Plumbing, heating, refrigeration, or air-conditioning business.

(43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).

(44) Printing plant and/or newspaper.

(46) Pump sales and service.

(47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).

(48) Roofing contractor's shop.

(49) Sash and door manufacture.

(50) Sheet metal workshop.

(51) Sign shop.

(52) Spray painting.

(53) Stack lot.

(54) Store fixture manufacturing.

(55) Swimming pool, commercial or sales. (Business permitted outside building).

(56) Tire recapping and vulcanizing.

(57) Trailer or camper manufacture.

(58) Trailer and truck rental utility. (Business permitted outside of building).

(59) Truck or railway freight terminal depot or station.

(62) Warehouse.

(63) Welding equipment and supplies (acetylene).

(64) Welding shop.

(65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)] herein. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3126-A**

In Favor of ____

Opposed X

Reasons and/or Comments:
I don't want to live in a warehouse - manufacturing district, any more than I already am.

RECEIVED
OCT 05 REC'D
PLANNING DEPARTMENT

Print Name Tommie Noblett
Signature: Tommie Noblett
Address: 5901 130th
Address of Property Owned: Lubbock, Tx 79424

Zone Case Number: 3126-A 90495
NOBLETT, WILLIE T
5901 130TH

LUBBOCK TX 79424

Regular City Council Meeting **6. 6.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 2104-I Hold a public hearing to consider the request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the proposed property at 7819 Slide Road from C-2 (Local Retail District) to C-3 (General Retail District) for a tire and wheel shop.

Proposed Land Use:
The proposal is to renovate the existing vacant building and use it for a tire and wheel shop. The proposed use should not have a major impact on traffic in the vicinity and should not be a detriment to the surrounding properties.

Adjacent Land Uses:
North: Commercial, Zoned C-2
South: Commercial, Zoned C-2
East: Commercial, Zoned GO
West: Commercial, Zoned C-3

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared during the P&Z hearing.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is consistent with the CLUP. The current designation is Commercial which is consistent with the proposed zone change to C-3. The staff and P&Z discussed with the applicant a design element; that the bay doors of the business not face Slide Road.

P&Z Commission Recommendation:
The P&Z recommends approval with the following condition:
1. The bay doors will not face Slide Road.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

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. 2104-I;** A ZONING CHANGE FROM **C-2** TO **C-3** ZONING DISTRICT **FOR A TIRE AND WHEEL SHOP** ON **LOTS D-3 THROUGH D-5, WOODLAND PARK 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 2104-I

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-3** zoning district **for a tire and wheel shop** on **Lots D-3 through D-5, Woodland Park Addition,** City of Lubbock, Lubbock County, Texas located at **7819 Slide Road,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT bay doors will not face Slide Road.**

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 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

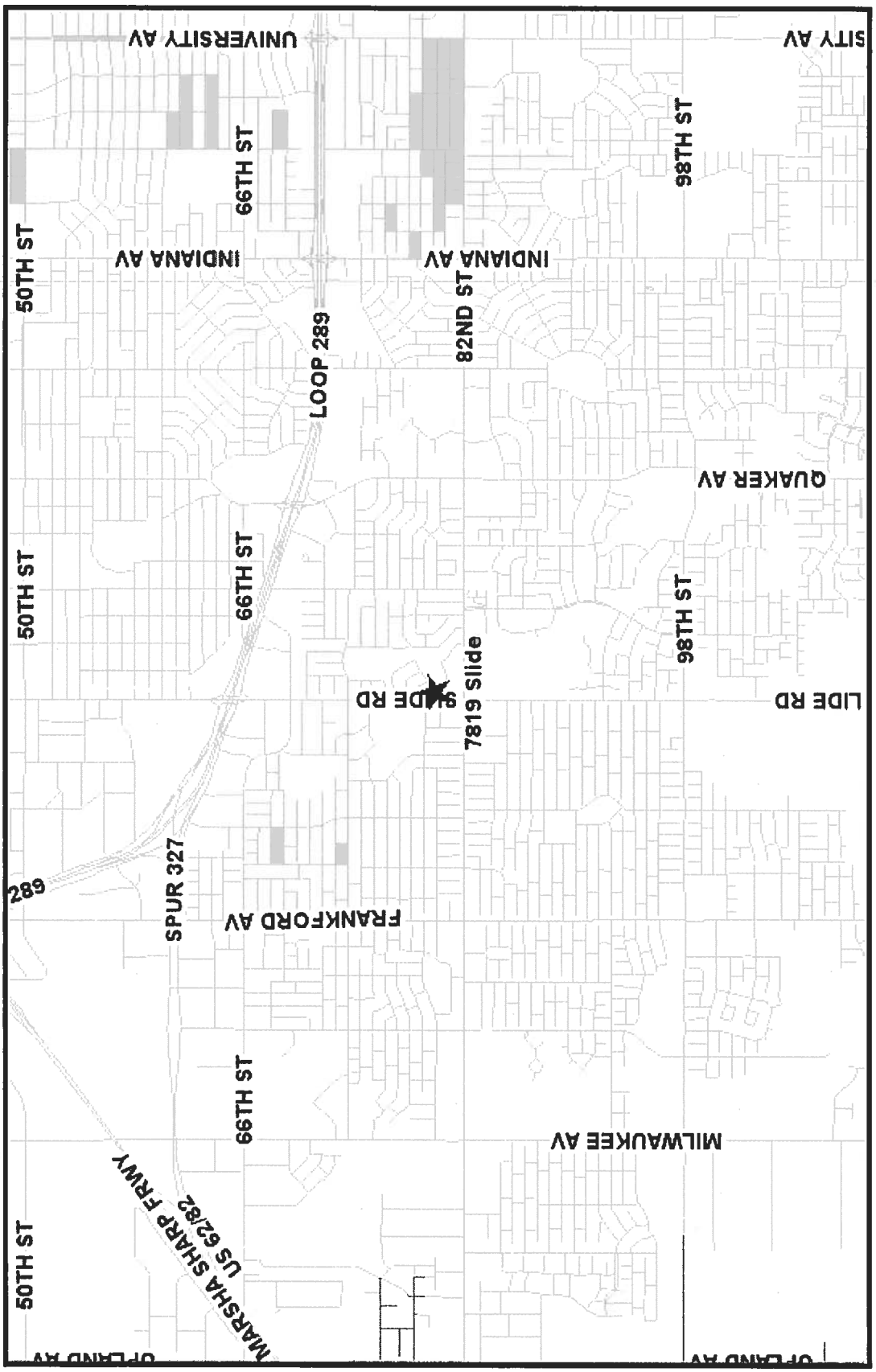
APPROVED AS TO CONTENT:

Randy Henson
Randy Henson, Director of Planning

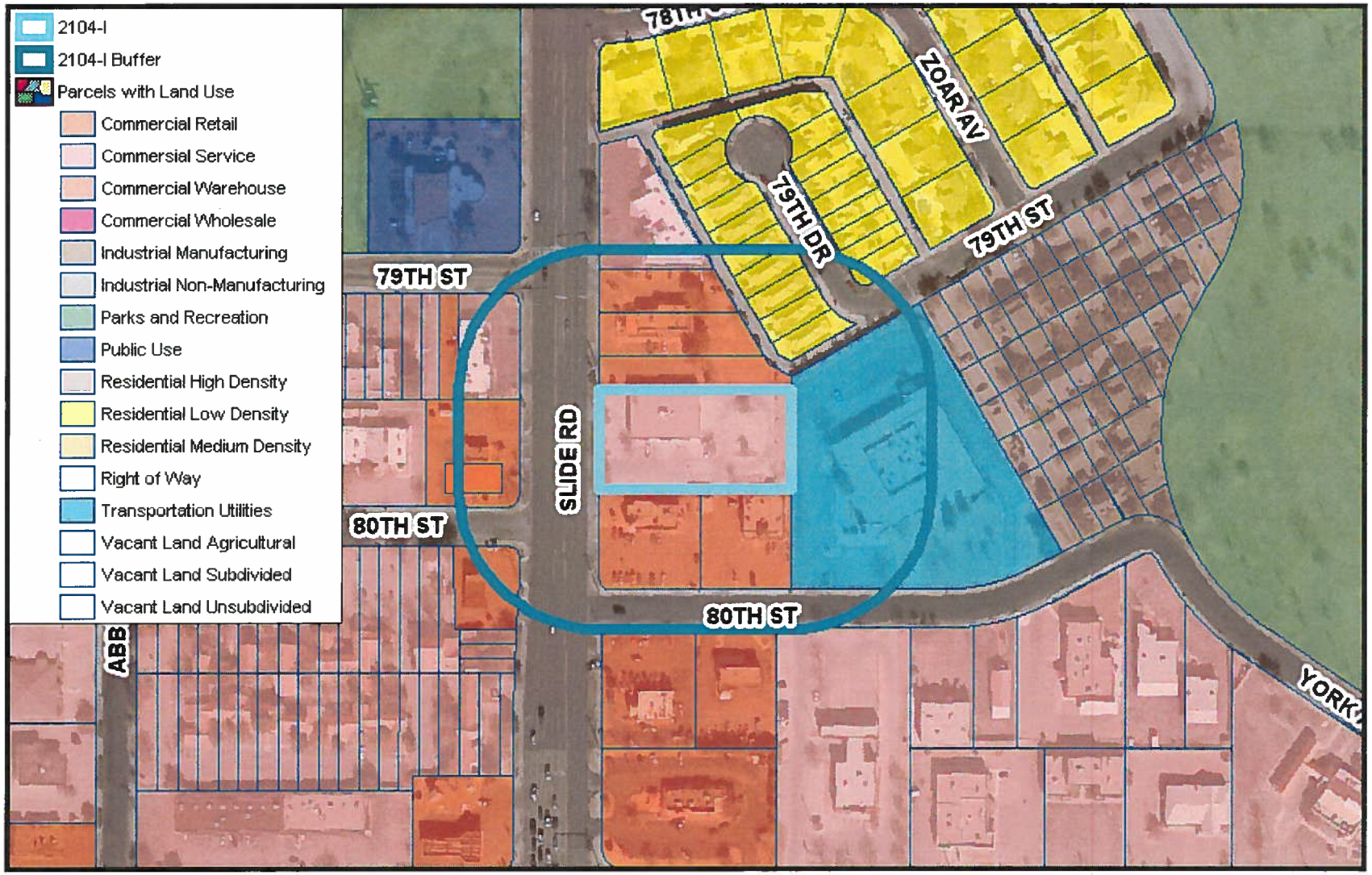
APPROVED AS TO FORM:

for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2104-I
October 4, 2012

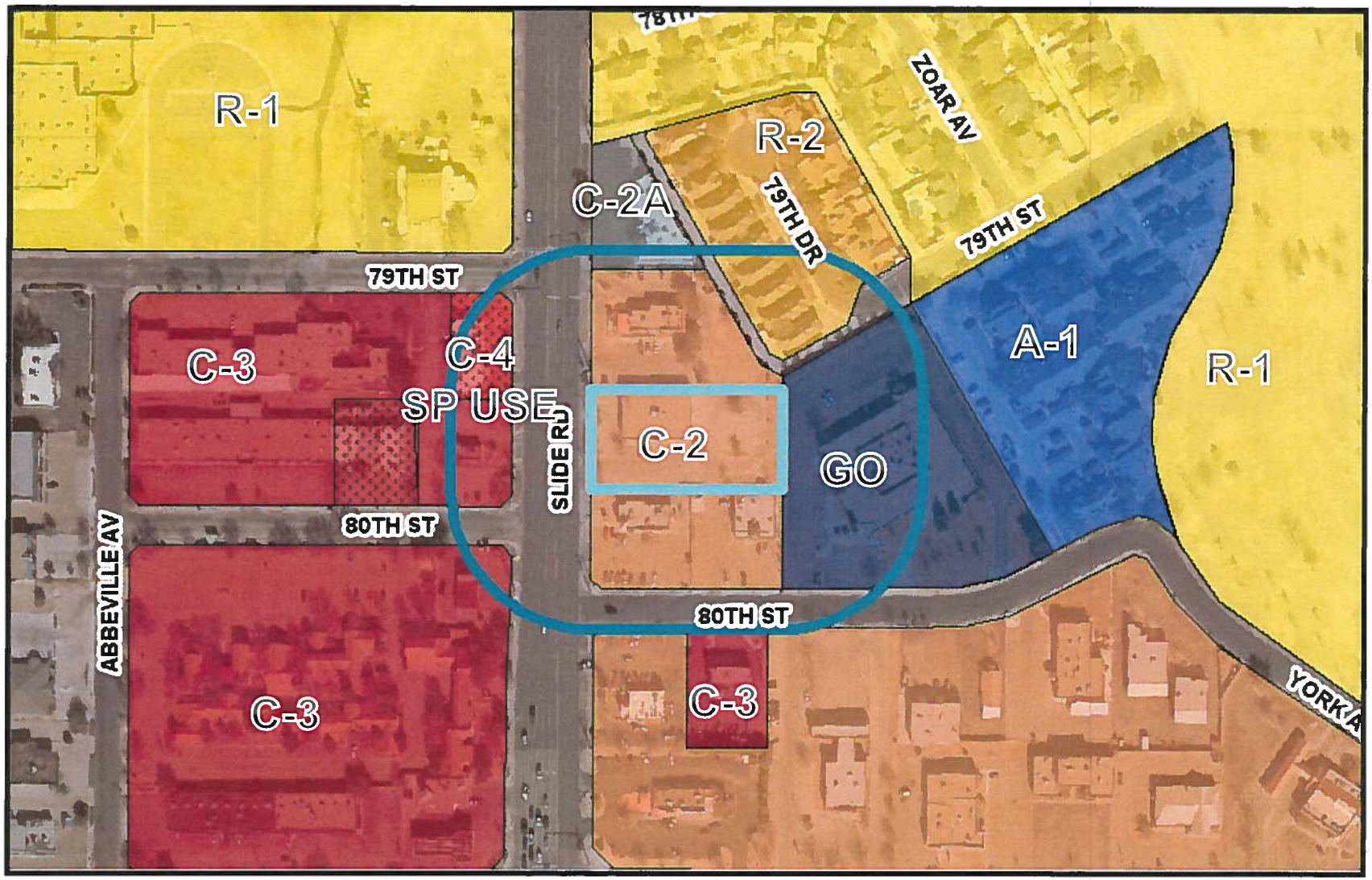


P.Z.C. Case 2104-I



P.Z.C. Case 2104-I

Request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop, 7819 Slide Road



P.Z.C. Case 2104-I Zoning

City of Lubbock

200 m 1 : 3200

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the

14:02 9/11/2012

Land Value $267,188.00	**STRUCT Value** $645,317.00	**ASSESSED Value** $912,505.00	**BaseMap:** 063
GEO#: 9523000004000030000	**PIN#**: 71030	**Address**	**Land SQ FT**: 42,750.00
OWNER	**RNUM**:R58546	7819 SLIDE RD Lubbock, TX	**CEN BLK:** :0602
B & G VILLA PROPERTIES LL 3415 73RD ST LUBBOCK TX 79423	**OWNERSHIP:** PRIVATE	**LEGAL:** WOODLAND PARK L D-3 D-4 & D-5 LUB	**CEN TRACT:** 01804
PLAN UNIT: 063	**TAZ**:0151	**GUC**: C-S	**CEN GRP**: 0600
STR # 133834	**TOT FL AREA**	**LAND AREA**	**# OF FLOORS**
YR BLT: 0	35262	0.00	0.00
PARKING: 34	**USE CODE**	**STR ADDR**	**STR NAME**
DET BLD: 0	C-S 4600	Lubbock, TX	VIDEO PARKING
PARKING LOT RETAIL AND COMMERCIAL			
STR # 160206	**TOT FL AREA**	**LAND AREA**	**# OF FLOORS**
YR BLT: 1996	7488	7,488.00	1.00
PARKING: 0	**USE CODE**	**STR ADDR**	**STR NAME**
DET BLD: 0	C-S 5734	Lubbock, TX	HOLLYWOOD VIDEO
VIDEO & MOVIE RENTAL & SALES			
EST No: 80500	**FL AREA**: 7488	**EST NM**: HOLLYWOOD VIDEO	**RES Unit #**:0
EST Addr: Lubbock, TX		**USE CODE**: C-S 5734	

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JDMA (Alex Gross, AIA)
1402 Ave N
Street/Post Office Box
Lubbock, Tx 79401
City State Zip
(806) 744-4490
Telephone

For Rick's Tire Warehouse
1901 Texas Ave
Street/Post Office Box
Lubbock Tx 79411
City State Zip
(806) 740-0230
Telephone

Location or Address: 7819 Slide Road

Legal Description:* Tracks D-3, D-4 and D-5 of Woodland Park

Existing Land Use: Retail - Vacant Video Store **Existing Zoning:** C-2

Acreage or Square Footage of Property: 42,750 s.f.

Zoning Requested: C-3 General Retail District

Proposed Development: Renovation of an existing vacant building into a second location of a locally owned tire dealer and wheel shop.

If property is not subdivided, will preliminary plat be submitted? N/A **Yes** _____ **No** _____

Applicant's Signature

9-6-2012
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
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

---

receipt 20730 Ck# 1527 **For City Use Only** PIN: 71030 map 20

Zone Case No.: 2756-A 2184-I **Agenda No.:** 3

Request for zoning change from: C-2 **To:** C-3

on Lot(s): D-3, D-4, D-5 **Block(s):** —

Subdivision: Woodland Park **Address:** 7819 Slide Rd

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2104-I**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 24 REC'D
PLANNING DEPARTMENT

Print Name Charles BOLTON

Signature: Charles Bolton

Address: Box 3176 Lubbock, TX 79452

Address of Property Owned: 8002 Slide Rd

3 of 20

Zone Case Number: **2104-I** 18715
BOLTON OIL CO LTD
PO BOX 3176

LUBBOCK TX 79452-3176

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

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***2104-I***

In Favor of ✓

Opposed ___

RECEIVED
SEP 27 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Greg Blankenship

Signature: Greg Blankenship

Address: 3415 73rd Lubbock TX. 79423

Address of Property Owned: 7819 Slide Road

17 of 20

Zone Case Number: **2104-I** 71037
TACO VILLA
% MC GLICK INC
3415 73RD ST

LUBBOCK TX 79423-1101

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

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2104-I**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

Concerned about an auto repair being near office property

RECEIVED
SEP 27 REC'D
PLANNING DEPARTMENT

Print Name Rodge McCuistion

Signature: [signature]

Address: 7805 Slide Rd

Address of Property Owned: 7805 Slide Rd.

16 of 20

Zone Case Number: 2104-I 71036
MC CUISTION, RODGER
7805 SLIDE RD

LUBBOCK TX 79424-2837

Regular City Council Meeting **6. 7.**

Meeting Date: 10/25/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3081-A Hold a public hearing to consider a request of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone two lots from Garden Office (GO) to High Density Apartments Specific Use.

Proposed Land Use:
This development is in the far south east corner of the North Overton Redevelopment Area. As a part of the redevelopment of the area along Main Street, reduced setbacks along both streets have been approved to continue the feel of an urban development versus a traditional apartment complex. This layout is consistent with the recent development in the area, although it is on a smaller scale than the large complexes closer to Texas Tech University.

The project has been placed close to the street with limited, but highly visible landscaping in front. The Specific Use proposal is also one parking space short, based on the standard A-2 code.

The corner of the building does encroach into the normally-required twenty-five-foot visibility triangle. In general staff is opposed to any new development extending into the visibility triangle. However, with the on-street parallel parking, and the fact that the north bound traffic on Avenue R stops on the opposite side of the street; the building with the proposed sixteen foot vision triangle may be less of a concern. Staff is working with the applicant to limit the impact on the visibility triangle as much as possible. While the full 25 foot visibility will not be obtainable, the applicant has agreed to adjust the site layout to gain as much as possible.

Adjacent land uses:
N: Residential, Zoned R-3 high density apartments
S: Commercial, Zoned C-2, Episcopal Diocese offices
E: Commercial Zoned CB-2 Central Business -2 across Avenue R
W: Residential Zoned R-3 high density apartments

Impact on the Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Planning Commission Hearing notes:
No one other than the applicant and the staff appeared during the hearing.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

The Planning and Zoning Commission attached one condition:
1. Tied to the proposed site plan and elevation.

Attachments

Ordinance - Zone Case 3081-A

Zone Case 3081-A

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. 3081-A;** A ZONING CHANGE FROM **GO** TO **A-2 SPECIFIC USE** FOR **APARTMENTS**, ON **LOTS 1 AND 2, BLOCK 120, OVERTON 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 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3081-A

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **A-2** Specific Use for **apartments** on **Lots 1 and 2, Block 120, Overton Addition,** City of Lubbock, Lubbock County, Texas, located at **1801 Main Street,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change be tied to the proposed site plan and elevations.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **GO** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1801 Main Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

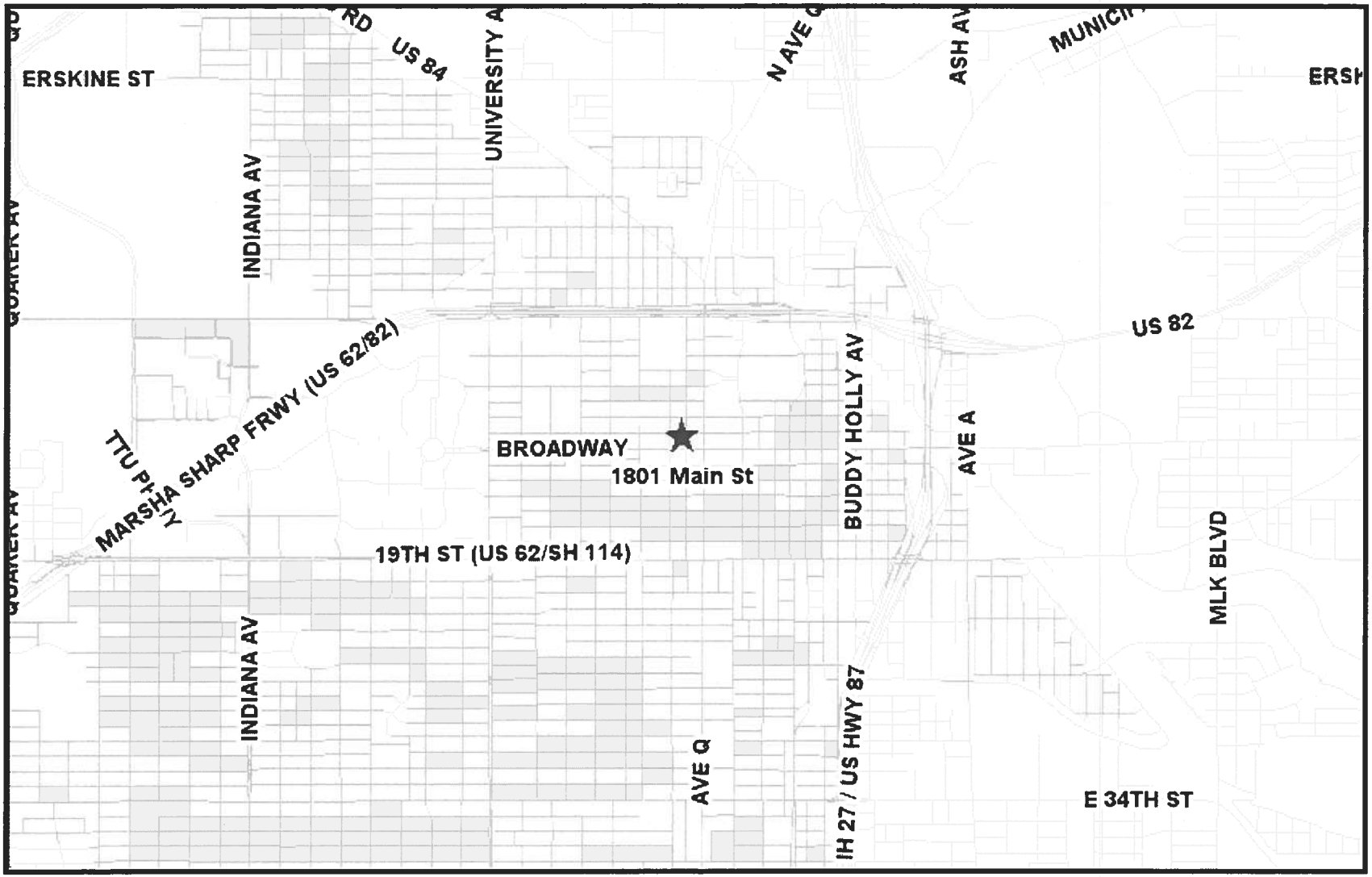
Randy Henson

Randy Henson, Director of Planning

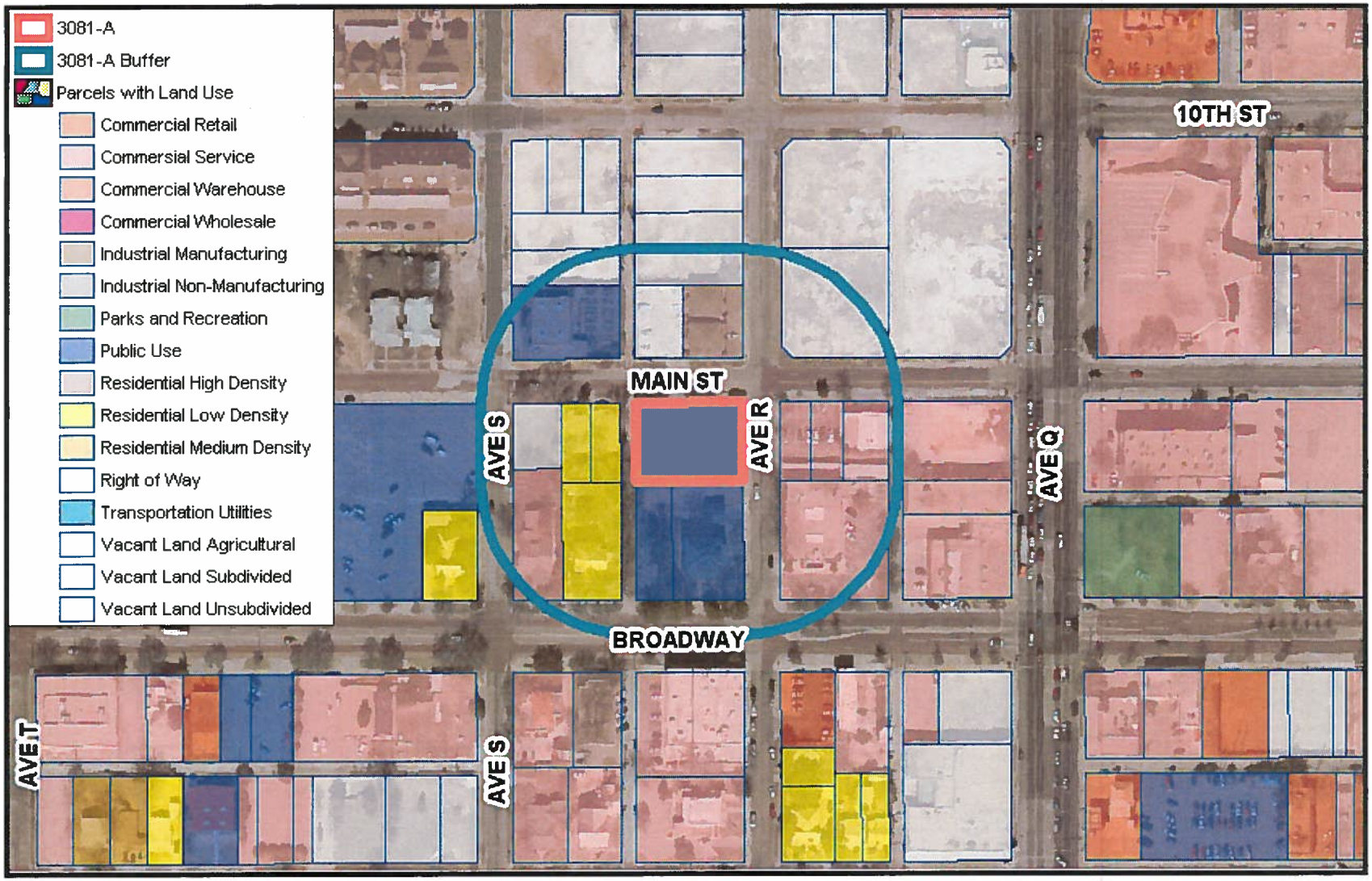
APPROVED AS TO FORM:

for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3081-A
October 4, 2012

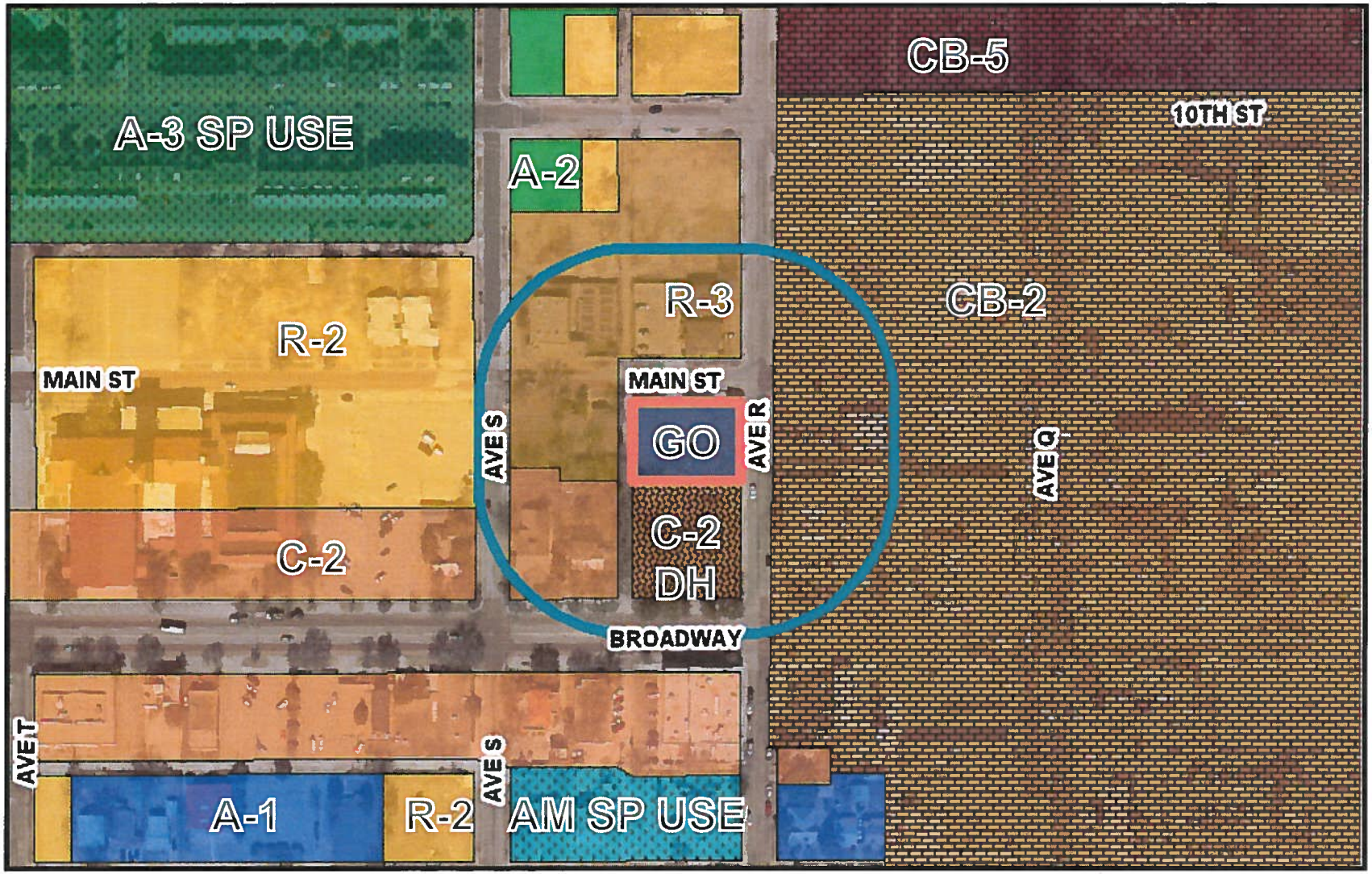


P.Z.C. Case 3081-A



P.Z.C. Case 3081-A

Request of Zach Sawyer (for Clayton Isom) for a zoning change from GO to A-2 Specific Use for apartments, 1801 Main Street



P.Z.C. Case 3081-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Zach Sawyer, THO Development / Steve Oliver, OPA Design Studio **For** Clayton Isom

1301 East 7th Street, Suite 201 — Street/Post Office Box
Austin — City; TX — State; 78702 — Zip
(512) 899-3100 — Telephone

905 Ave K — Street/Post Office Box
Lubbock — City; TX — State; 79401 — Zip
(806) 722-0660 — Telephone

Location or Address: 1801 Main Street

Legal Description:* Overton Block 120, L 1 & 2

Existing Land Use: Parking lot **Existing Zoning:** Garden Office (GO)

Acreage or Square Footage of Property: 15,930 SF

Zoning Requested: A-2 Specific Use

Proposed Development: Apartments

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

Zach Sawyer
Applicant's Signature

9/7/12
Date

Filing Fee: 475
($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.**

Reciept 20737 CR#1065 **For City Use Only** PIN 43590 map 1

Zone Case No.: 3081-A **Agenda No.:** 25

Request for zoning change from: GO **To:** A-2 SP. USE

on Lot(s): 1, 2 **Block(s):** 120

Subdivision: Overton **Address:** 1801 Main St

MAIN ST. APARTMENTS
LUBBOCK, TEXAS
A101
FIRST FLOOR PLAN
PROPOSED SITE PLAN
25'-0" VIEW TRIANGLE
MAIN ST
PROPERTY LINE
TWO FLOORS 6 UNITS
TWO FLOORS 6 UNITS
PROPSED 23 PARKING SPACES
STAIRS
COURTYARD AMENITIES
108'-0"
94'-0"
34'-1½"
25'-9"
34'-1½"
6'-3"
7'-9"
4'-0"
75'-5½"
147'-6"
68'-0½"

Development Summary

8 One Bedroom Units
4 Two Bedroom Units

15930 SF Site Area
90% Impervious Cover

.53 FAR

30% Building Coverage

1 SITE PLAN
SCALE: 1/8" = 1'-0"

opa
1301 East 7th Street, Suite 201
Austin Tx 78702
512.899.3100
www.dkopa.com

MAIN STREET APARTMENTS

NOT FOR CONSTRUCTION

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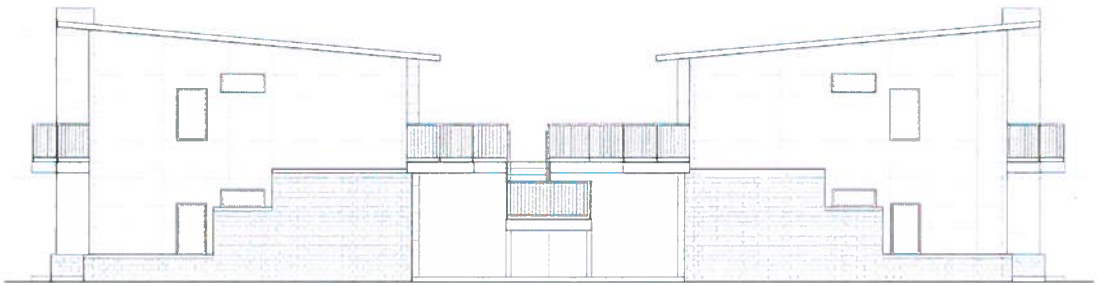
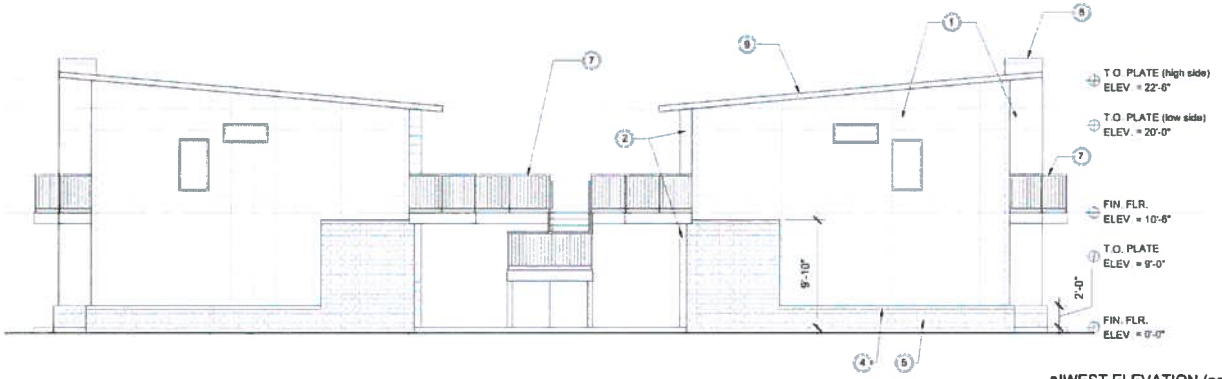
JOB NO.	201226
PHASE	SD
DRAWN	SD
CHECKED	SD
DATE	8.2012

A201
ELEVATIONS/SECT



3 EAST ELEVATION (street side)
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION (parking lot side)
SCALE: 3/16" = 1'-0"

1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

KEY NOTES:

1. HARDIE-PANEL REVEAL SIDING
2. HARDIE-PLANK SIDING
3. METAL SIDING
4. STONE SILL
5. STONE VENEER
6. RAISED PLANTER
7. METAL RAILING
8. METAL PARPET CAP
9. METAL ROOF W/ METAL FASCIA
10. IRON FENCE/GATE
11. TRASH ENCLOSURE
12. MAILBOXES

NO	DATE	DESCRIPTION	BY

1301 East 7th Street, Suite 201
Austin, TX 78702
512.899.3100
www.opadesignstudio.com

opa DESIGN STUDIO, INC.

MAIN ST. APARTMENTS
LUBBOCK, TEXAS

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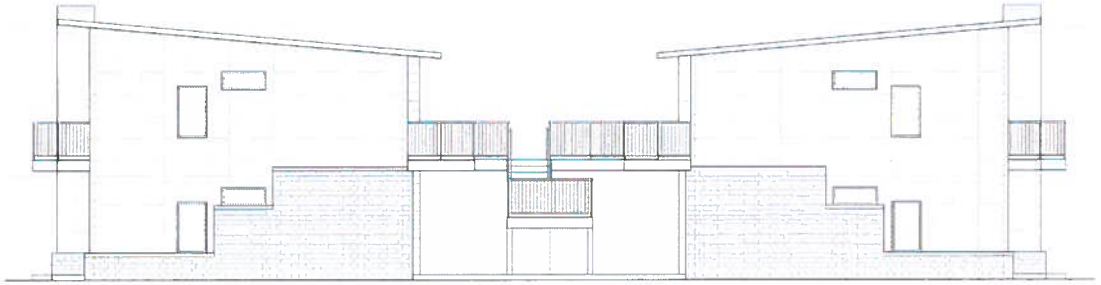
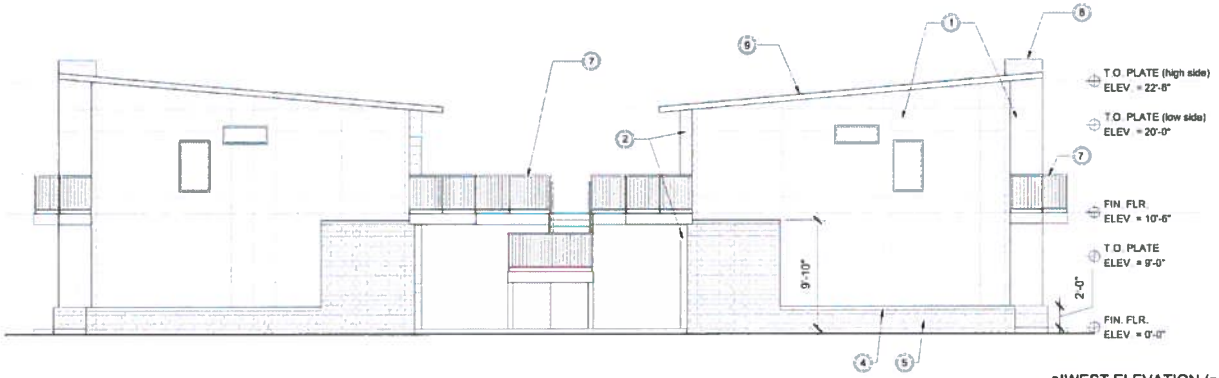
JOB NO.	1227
PHASE	
DRAWN	
CHECKED	
DATE	2012

A201
EXTERIOR ELEVATIONS



3 EAST ELEVATION (street side)
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION (parking lot side)
SCALE: 3/16" = 1'-0"

1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

KEY NOTES:

1. HARDIE-PANEL REVEAL SIDING
2. HARDIE-PLANK SIDING
3. METAL SIDING
4. STONE SILL
5. STONE VENEER
6. RAISED PLANTER
7. METAL RAILING
8. METAL PARPET CAP
9. METAL ROOF W/ METAL FASCIA
10. IRON FENCE/GATE
11. TRASH ENCLOSURE
12. MAILBOXES

NO	DATE	REVISIONS DESCRIPTION	BY

opa
DESIGN STUDIO, INC.
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Austin, TX 78702
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www.designopa.com

MAIN ST. APARTMENTS

LUBBOCK, TEXAS

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JOB NO.	201227
PHASE	SD
DRAWN	SD
CHECKED	SD
DATE	09/2012

A201
EXTERIOR ELEVATIONS

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

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3081-A**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 01 REC'D
PLANNING DEPARTMENT

Print Name PATRICK Simek

Signature: [signature]

Address: 1812 BROADWAY

Address of Property Owned: 1812 BROADWAY

Zone Case Number: **3081-A** 43593
SIMEK PATRICK C
1812 BROADWAY ST

LUBBOCK TX 79401-3016

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

5

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3081-A***

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
OCT 0 2 REC'D
PLANNING DEPARTMENT

Print Name CLAYTON ISOM

Signature: Clayton R. Isom

Address: 905 Ave K LUBBOCK TX 79401

Address of Property Owned: SUBJECT PROPERTY

Zone Case Number: **3081-A** 43590
ICS INVEST GROUP LP
905 AVE K

LUBBOCK TX 79401

Regular City Council Meeting **6. 8.**

Meeting Date: 10/25/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 6 amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.

Item Summary

I. Amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84, by increasing the appropriation by $1,286,000, from $969,700 to $2,255,700, for the design and construction of Slide Road from Marshall Street to U.S. Highway 84. The project is funded by developer participation, the Texas Department of Transportation, and FY 2010 Gateway Streets Revenue Certificates of Obligation.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

LeeAnn Dumbauld
City Manager

Attachments

Budget Amendment 6

Project Detail - 92215

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT 92215, SLIDE ROAD FROM MARSHALL TO U.S. HIGHWAY 84; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #6) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84, by increasing the appropriation by $1,286,000, from $969,700 to $2,255,700, for the design and construction of Slide Road from Marshall Street to U.S. Highway 84.

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 _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
LeeAnn Dumbauld
City Manager

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

Capital Project
Project Cost Detail
Budget Amendments
October 25, 2012

Capital Project Number:	92215
Capital Project Name:	Slide Road from Marshall to US 84

	CIP 92215
Current Project Appropriation Amount	
Developer Participation	$ 214,000
TxDOT Participation	505,700
FY2010 Gateway Streets Revenue Certificates of Obligation	250,000
Total Current Appropriation	969,700
Proposed Amendment	
Additional Developer Participation	1,286,000
Total Proposed Appropriation	$ 2,255,700

Regular City Council Meeting **6. 8. 1.**

Meeting Date: 10/25/2012

Information

Agenda Item

Contract Amendment Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to sign an Advance Funding Agreement with the Texas Department of Transportation for the construction of Slide Road from Marshall Street to U.S. 84.

Item Summary

The Lubbock Metropolitan Planning Organization (LMPO) approved the use of Category 7 "Urban Mobility Funds" for the design and construction of North Slide Road from Marshall Street to U.S. 84. Subsequently an Advanced Funding Agreement for the design of the project was approved by the City Council and the Texas Department of Transportation (TxDOT) on September 27, 2011. The project is now scheduled for construction and this Advance Funding Agreement describes the participation between TxDOT and the City.

As of this writing, the Advance Funding Agreement includes language whereby TxDOT retains the right to keep any funds remaining after the completion of the project. The Agreement does not provide for approval of the City for any cost overruns that may occur on the project.

The total estimated cost for the project is $7,444,372 with $5,955,497 in Federal funds, $120,571 in State funds, and $1,368,304 from City funds. The City funds are provided through a separate Developer Agreement with Northwest Passage Joint Venture for a total of $1,500,000.

Fiscal Impact

$1,750,000 is available in capital project 92215 with $1,368,304 available for this purpose. There may be unknown cost overruns associated with this project.

Staff/Board Recommending

Victor Hernandez, City Councilman, District 1

Attachments

North Slide Construction

Resolution - TxDOT

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Surface Transportation Program
Off-system Project

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Lubbock, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as the construction of Slide Road from Marshal Street to U.S. 84, called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The construction of Slide Road from Marshall Street to U.S. 84, a new location arterial street, as shown on Attachment B.

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
   - **E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local

project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs. (NOT APPLICABLE)

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation (NOT APPLICABLE)

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.

B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services (NOT APPLICABLE)

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional

work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

D. Upon completion of the Project and approval by the Local Government, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Chief Operating Officer City of Lubbock P.O. Box 2000 Lubbock, Texas 79457	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local

Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

Only paragraph A, of this section, shall apply to this Advance Funding Agreement.

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State

right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
Federal Highway Administration
CFDA # 20.205
Not Research and Development

30. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT
CITY OF LUBBOCK

_____ _____
Glen C. Robertson, Mayor Date

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVE AS TO CONTENT:

_____
Marsha Reed P.E., Chief Operating Officer

APPROVE AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
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ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

CSJ # 0905-06-081
District # Lubbock (05)
Code Chart 64 # 25650
Project: North Slide
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	$0	0%	$0	0%	$0	0%	$0
Construction (by State)	$6,286,289	80%	$5,029,031	0%	$0	20%	$1,257,258
Subtotal	$6,286,289	80%	$5,029,031	0%	$0	20%	$1,257,258
Environmental Direct State Costs	$4,000	80%	$3,200	0%	$0	20%	$800
Right of Way Direct State Costs	$4,125	80%	$3,300	0%	$0	20%	$825
Engineering Direct State Costs	$234,780	80%	$187,824	0%	$0	20%	$46,956
Utility Direct State Costs	$4,295	80%	$3,436	0%	$0	20%	$859
Construction Direct State Costs	$308,028	80%	$246,422	0%	$0	20%	$61,606
Indirect State Costs	$602,855	80%	$482,284	20%	$120,571	0%	$0
TOTAL	$7,444,372		$5,955,497		$120,571		$1,368,304

Initial payment by the Local Government to the State: $1,368,304
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $1,368,304
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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 Advanced Funding Agreement in connection with construction of Slide Road from Marshall Street to U.S. 84, by and between the City of Lubbock and Texas Department of Transportation, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Victor Hernandez, Councilman District 1

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

vw/ccdocs/Mitch/Resolutions/RES.Agrmt- TxDot
October 19, 2012

Regular City Council Meeting **6. 9.**

Meeting Date: 10/25/2012

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.

Item Summary

Performance and compensation review of the Presiding Judge of the Municipal Court.

Fiscal Impact

A 3% raise was included in the Municipal Court operating budget.

Staff/Board Recommending

Robert A. Doty, Presiding Judge, Municipal Court

Attachments

Resolution - Municipal Judge

RESOLUTION

WHEREAS, Pursuant to Resolution No. 2004-R0301, the City Council of the City of Lubbock shall review and may adjust the salary of the Presiding Judge of the Municipal Court of Record annually as part of the City budget process; and

WHEREAS, the City Council of the City of Lubbock finds it to be in the best interest of the citizens of the City of Lubbock to adjust the salary of the Presiding Judge of the Municipal Court of Record for the FY2010-11 budget year; NOW THEREFORE:

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

1) THAT the salary for the position of Presiding Judge, Lubbock Municipal Court of Record, shall be $ _____ per annum.

2) THAT the salary established by this Resolution shall be paid prospectively only commencing upon the date of final passage of this Resolution.

Passed by the City Council this _____, 2012.

_____
GLEN C. ROBRTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Doty, Municipal Court Judge

APPROVED AS TO FORM:

_____
Robert Doty, Municipal Court Judge

as/MunJudgeSal 12-13
10.19.12

Regular City Council Meeting **6. 10.**

Meeting Date: 10/25/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Airport Board, two appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, five appointments to the Health & Educational Facilities Development Corporation Board of Directors, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to Market Lubbock, Inc. Board of Directors, and four appointments to the Planning & Zoning Commission.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

RS Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, OCTOBER 25, 2012 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	AIRPORT BOARD	GARRISON, GREG	10.01.12	N/A		REAPPOINT	Y
	2	APPOINTMENTS ADVISORY BOARD	BOWEN, JOHN	09.01.12	100%	MAYOR	REAPPOINT	Y
			CONTRERAS, KELI	09.01.13	N/A	DISTRICT 3	RESIGNED/REPLACE	N/A
	3	CITIZENS TRAFFIC COMMISSION	VELA, XAVIER	07.01.13	N/A		RESINGED/REPLACE	N/A
	4	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC. BOARD OF DIRECTORS	GRIFFITH, CURTIS	10.01.12	N/A		REPLACE	N
			HENRY, SANDY	10.01.12	90%		REAPPOINT	Y
	5	MARKET LUBBOCK, INC. BOARD OF DIRECTORS	GRIFFITH, CURTIS	10.01.12	N/A		REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

City of Lubbock
Board and Commision Recruiting Database

Updated: 10/14/2012

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Spe	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admini	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employed	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manager	Wells Fargo Ba	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains Wa	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

AIRPORT BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	71.4% (5)
African-American	32.6%	27.6%	8.9%	28.6% (2)
Other	8.7%	7.4%	9.5%	0.0% (0)
Hispanic	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	85.7% (6)
Female	51.5%	53.0%	26.8%	14.3% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	42.9% (3)
District 5	16.7%	19.4%	28.7%	42.9% (3)
District 6	17.2%	19.9%	16.6%	14.2% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Advisory board responsible for planning, development, construction and improvement of airport facilities. Recommends improvements and policies to City Council as necessary.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Garrison, Greg (M,A,5)	78%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Greg Garrison

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Airport Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	
0808		Clary	Sue	F	A		60+	Volunteer		5
0908		Franklin	Johnny	M	A		50-59	Retired		5
0910		Grossi	Cary	M	A		30-39	Funeral Director / General	Resthaven Funeral Hom	5
0707		Gutierrez	Francisco	M	H		50-59	Retired	Retired	1
1210		Hernandez	Marlise	F	H		18-29	Lawyer	Law Offices of Jorge E.	
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
0803		Leist	Stephen	M	A		18-29	Banker	Peoples Bank	6
1002		Marquette	Charles	M	A			Project Manager	Guidewire Software	5
1202		Mincey	Arnold	M	A		60+	Banker	Lubbock National Bank	4
1109		Newsom	Cory	M	A		40-49	Banking Pres/CEO	City Bank	5
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
Second Preference:										
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Coope	5
1010		Dewberry	Mamie	F	AA			Retired Teacher		3
1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
0707		Jones	Johnnie	F	A		30-39	Advertising Agency Owner	Madison Avenue Adverti	4
0803		Langford	Curtis	M	A		40-49	Regional Vice President	Balfour College Division	6
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
Third Preference:										
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
0906		Medrano	Johnnie	M	H		18-29	Banker	Plains Capital Bank	4
Fourth Preference:										
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
Fifth Preference:										
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
Sixth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Coope	3
1206		Wagner	Catherine	F	A		60+	Retired		5
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5

Committee #1 *Airport Board*

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
Burkhart		*8217 Richmond Ave.*		*Curr:* 10/13/2011 - 10/1/2013	*Y*
Mr. Jim		*Lubbock TX 79424*		*2nd:* -	
				1st: -	
		(806) 794-7659		*Fax:*	
		CEL			
E-mail					
Davis	Y	*3403 74th Street*	*SBA* *1205 Texas Avenue*	*Curr:* 10/1/2011 - 10/1/2013	*N*
Mr. Calvin		*Lubbock TX 79416*	*Lubbock TX 79401*	*2nd:* -	
	Y	*(806) 744-8138*	*(806) 472-7462*	*1st:* 10/1/2009 - 10/1/2011	
		(806) 239-8229 CEL		*Fax:*	
E-mail	*calvin.davis@sba.gov*				
Garrison	Y	*4616 94th Street*	*Pan-Tex Plywood & Lumber* *116 East 42nd Street*	*Curr:* 10/1/2010 - 10/1/2012	*Y*
Mr. Greg		*Lubbock TX 79424*	*Lubbock TX 79404*	*2nd:* -	
	Y	*(806) 798-3159*	*(806) 747-2561*	*1st:* 10/1/2008 - 10/1/2010	
		CEL		*Fax:* *(806) 747-0314*	
E-mail	*greg@pantexplywood.com*				
Piercy	Y	*3205 79th Street*	*Wilkerson Storage Co.* *P.O. Box 2525*	*Curr:* 10/1/2012 - 10/1/2014	*N*
Mr. Mark		*Lubbock TX 79423*	*Lubbock TX 79408*	*2nd:* 10/1/2010 - 10/1/2012	
	N	*(806) 797-1900*	*(806) 474-2219*	*1st:* 10/1/2008 - 10/1/2010	
		CEL		*Fax:* *(806) 745-7170*	
E-mail	*mwp@wilkersonstorage.com*				
Randle	Y	*5729 Third St*	*LISD Wheatley Elem* *1802 E 28th St*	*Curr:* 10/1/2012 - 10/1/2014	*N*
Ms. Margaret		*Lubbock TX 79416*	*Lubbock TX 79404*	*2nd:* -	
	Y	*(806) 799-3014*	*(806) 766-1877*	*1st:* 10/1/2010 - 10/1/2012	
		CEL		*Fax:* *(806) 766-1875*	
E-mail					

Chair/Pres:	Greg Garrison	**Staff Liaison:**	James Loomis
Vice Chair/V.P.:	Calvin Davis	**Term:**	2 Years
Sec./Treasurer:	Margaret Randle	**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

Committee #1 *Airport Board*

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
			The Trinity Cotton Company	*Curr:* 10/1/2012 - 10/1/2014	*Y*
Underwood		*4508 13TH Street*	*P.O. Box 16606*	*2nd:* -	
Mr. Brett		*Lubbock TX 79416*	*Lubbock TX 79490*	*1st:* -	
		(806) 392-1652	*(806) 793-0440*	*Fax:* *(806) 793-0507*	
		CEL			
E-mail	***bau@trinitycotton.com***				
			Westar Commercial Realty	*Curr:* 10/1/2012 - 10/1/2014	*N*
Young	N	*4423 110th St Tivoli #38*	*4415 71st St, Ste 12*	*2nd:* 10/1/2010 - 10/1/2012	
Mr. Bill		*Lubbock TX 79363*	*Lubbock TX 79424*	*1st:* 10/1/2008 - 10/1/2010	
	N	*(806) 698-9362*	*(806) 797-3231*	*Fax:* *(806) 793-2130*	
		CEL			
E-mail					

Chair/Pres:	Greg Garrison	**Staff Liaison:**	James Loomis
Vice Chair/V.P.:	Calvin Davis	**Term:**	2 Years
Sec./Treasurer:	Margaret Randle	**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	53.3% (8)
Hispanic	32.6%	27.6%	8.9%	26.7% (4)
African-American	8.7%	7.4%	9.5%	13.3% (2)
Other	15.6%	4.0%	3.8%	6.7% (1)
GENDER				
Male	48.5%	47.0%	73.2%	60.0% (9)
Female	51.5%	53.0%	26.8%	40.0% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	6.7% (1)
District 2	16.4%	12.7%	3.2%	13.3% (2)
District 3	16.3%	16.1%	14.6%	6.7% (1)
District 4	17.0%	17.0%	21.3%	20.0% (3)
District 5	16.7%	19.4%	28.7%	33.3% (5)
District 6	17.2%	19.9%	16.6%	13.3% (2)
Other/Unknown	0.0%	0.0%	3.8%	6.7% (1)

PURPOSE:
Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bowen, John (M,A,5)	Mayor	100%	Y	Reappoint
Contreras, Keli (F,A,0)	District 3	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Dr. John Bowen

To replace Keli Contreras, District 3:
Judith Keller (F,A,3) Retired

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Appointments Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0406		Sepeda	Esther	F	H	S		Hispanic Chamber of Com	Lubbock Hispanic Cham	4
Second Preference:										
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Third Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fourth Preference:										
1008		Keller	Judith	F	A		60+	Retired Speech Language	Retired	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
Fifth Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Sixth Preference:										
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
DISTRICT 2				*Curr:* 1/26/2012 - 9/1/2013	*Y*
Andrews	N	*2119 East 30th Street*		*2nd:* -	
Mr. L.V.		*Lubbock TX 79404*		*1st:* -	
	Y			*Fax:*	
	N	*(806) 765-5001*			
	Y	*CEL*			
E-mail					
DISTRICT 5				*Curr:* 9/8/2011 - 9/1/2013	*Y*
Bilimoria	Y	*5319 85th St*		*2nd:* -	
Ms. Indu		*Lubbock TX 79424*		*1st:* 9/1/2009 - 9/1/2011	
	Y	*ibilimor@gmail.com*			
	Y	*(806) 794-7460*	*(806) 441-9123*	*Fax:*	
		CEL			
E-mail		*indu.bilimoria@ttu.edu*			
MAYOR			*Retired Optomotrist*	*Curr:* 7/26/2012 - 9/1/2012	*Y*
Bowen	N	*2002 Albany*		*2nd:* -	
Dr. John		*Lubbock TX 79407*		*1st:* -	
	N			*Fax:*	
	N	*(806) 795-4224*			
	N	*(806) 786-1318* *CEL*			
E-mail		*jbowen@sbcglobal.net*			
DISTRICT 2			*Michael Calvillo Bail Bond*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Calvillo	Y	*1926 75th St*	*1209 Crickets Ave*	*2nd:* -	
Mr. Michael		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:* -	
	Y	*michaelcalvillo@att.net*			
	Y		*(806) 744-1891*	*Fax:* *(806) 744-7647*	
	Y	*(806) 239-7568* *CEL*			
E-mail		*michaelcalvillo@att.net*			
DISTRICT 3			*Calvert Home Health*	*Curr:* 9/8/2011 - 9/1/2013	*Y*
Contreras	Y	*6301 CR 7475*	*10207 Indiana*	*2nd:* -	
Ms. Keli		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	Y	*kmcneuro@gmail.com*			
	Y	*(806) 241-8416*	*(806) 747-8972*	*Fax:* *(806) 747-8965*	
	Y	*CEL*			
E-mail					

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
DISTRICT 6			*PrimeWest Mortgage*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Ellis-Roach	N	*4502 14th Street*	*9816 Slide Road*	*2nd:* -	
Mrs. Phebe		*Lubbock TX 79410*	*Lubbock TX 79424*	*1st:* -	
			(806) 788-2869	*Fax:* *(806) 793-7602*	
	Y	*(806) 773-0531 CEL*			
E-mail		*pellis@primewestcorp.com*			
DISTRICT 1				*Curr:* 7/12/2012 - 9/1/2013	*Y*
Garza	Y	*2011 17th Street*	*1901 West Loop 289, Ste. 9*	*2nd:* -	
Ms. Grace		*Lubbock TX 79401*	*Lubbock TX 79407*	*1st:* -	
		gqgarza@gmail.com			
	N	*(806) 744-1874*	*(806) 784-4328*	*Fax:*	
	Y	*(806) 438-4714 CEL*			
E-mail		*ggarza@firstcare.com*			
DISTRICT 4				*Curr:* 9/8/2011 - 9/1/2013	*Y*
Grimes	N	*3522 58th Street*		*2nd:* -	
Mr. Roy		*Lubbock TX 79413*		*1st:* -	
	N	*grimesresidence@yahoo.com*		*Fax:*	
	N	*(806) 799-2106*			
	N	*(806) 392-5437 CEL*			
E-mail					
DISTRICT 1			*Harris DWI/Youth Education*	*Curr:* 10/13/2011 - 9/1/2013	*Y*
Harris	Y	*7924 Vicksburg*	*5147 69th St, Ste D*	*2nd:* -	
Mr. Eddie		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	N				
	Y	*(806) 368-8374*	*(806) 559-9464*	*Fax:* *(806) 747-6031*	
	N	*CEL*			
E-mail		*eddiekharris@gmail.com*			
DISTRICT 6				*Curr:* 9/1/2012 - 9/1/2014	*N*
Horkey	N	*4809 19th Street #9*		*2nd:* -	
Ms. Ann		*Lubbock TX 79407*		*1st:* 9/8/2011 - 9/1/2012	
	N	*arippel@suddenlink.net*		*Fax:*	
	N	*(806) 799-1001*			
	N	*(806) 789-3821 CEL*			
E-mail					

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

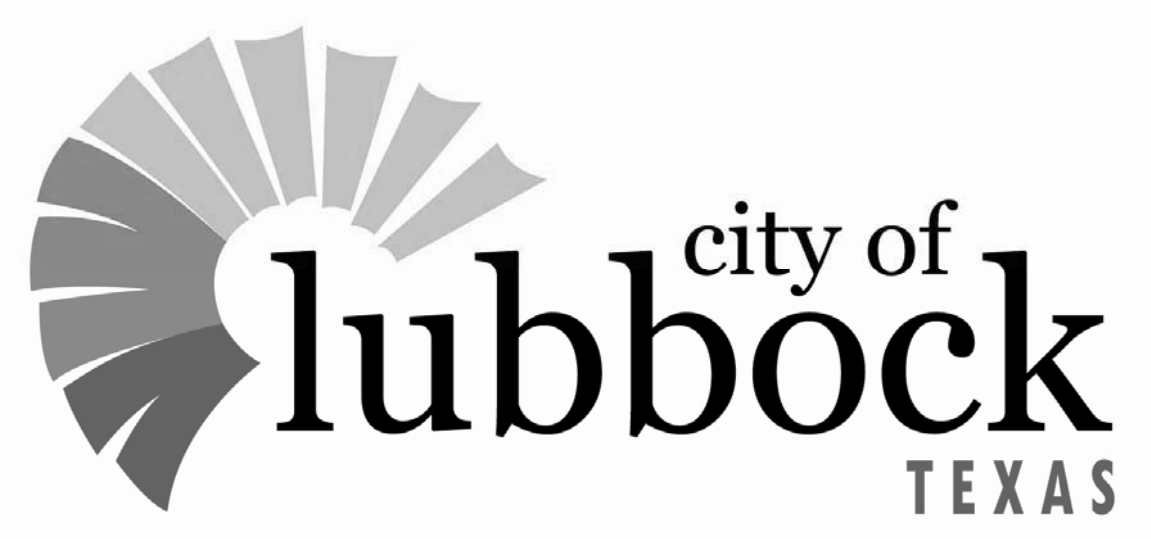
Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
MAYOR			*American Bank of Commerce*	*Curr:* 9/8/2011 - 9/1/2013	*N*
House	Y	*3916 100th Street*	*4656 North Loop 289*	*2nd:* -	
Mr. Jay		*Lubbock TX 79423*	*Lubbock TX 79416*	*1st:* 9/1/2009 - 9/1/2011	
	Y				
	Y	*(806) 470-6163*	*(806) 775-5453*	*Fax:*	
	Y	*CEL*			
E-mail *jhouse@theabcbank.com*					
DISTRICT 4			*Public Affairs*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Johnson	N	*3508 107th Street*	*1500 Broadway, Ste. 100*	*2nd:* -	
Mrs. Norma		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:* -	
	N				
	N	*(806) 445-0646*	*(806) 761-7000*	*Fax:* *(806) 761-7013*	
	Y	*CEL*			
E-mail *norma.johnson@lubbockbiz.or*					
MAYOR			*Caprock Home Health Service*	*Curr:* 9/1/2011 - 9/1/2013	*Y*
Morales	Y	*5817 90th Street*	*8806 University*	*2nd:* -	
Mr. Carlos		*Lubbock TX 79424*	*Lubbock TX 79423*	*1st:* 6/23/2011 - 9/1/2011	
	Y				
	Y	*(806) 239-6048*	*(806) 791-0077*	*Fax:* *(806) 748-7857*	
	Y	*CEL*			
E-mail *cmorales@chhsi.com*					
DISTRICT 3			*American Cancer Society*	*Curr:* 9/27/2012 - 9/1/2014	*Y*
Patrick	Y	*1611 Bryan Ave*	*3513 10th St*	*2nd:* -	
Mr. Keith		*Wolffort TX 79382*	*Lubbock TX 79415*	*1st:* -	
	N				
	N	*(806) 239-6628*	*(806) 745-0773*	*Fax:* *(806) 744-2251*	
	N	*CEL*			
E-mail *keith.patrick@cancer.org*					
DISTRICT 5			*Southwest Bank*	*Curr:* 9/8/2011 - 9/1/2013	*Y*
Stephens	Y	*6015 89th Street*	*10115 Quaker Avenue*	*2nd:* -	
Mr. Jonathan		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	N				
	Y	*(806) 783-8611*	*(806) 771-9494*	*Fax:* *(806) 771-7494*	
	Y	*(806) 252-8606* *CEL*			
E-mail *jon.stephens@southwbank.co*					

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012


city of
lubbock
TEXAS

CITIZENS TRAFFIC COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	55.5% (5)
Hispanic	32.6%	27.6%	8.9%	33.3% (3)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	100% (9)
Female	51.5%	53.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	11.1% (1)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	22.2% (2)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	11.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Permanent advisory board studies traffic problems in Lubbock, hears citizen requests and staff recommendations for new traffic control devices, and conducts education programs about traffic safety.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Vela, Xavier (M,H,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Paige Holland (F,A,5) TTU Athletics

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Citizens Traffic Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0707		Holland	Paige	F	A	S		Assistant Athletic Director	TTU - Athletics	5
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
0504		Lloyd	David	M	A	S	60+	Self-Employed	Software Accounting	5
Second Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	
1006		Ashley	Kyle	M	A		40-49	CEO	Alliance Federal Credit	4
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
0503		Derr	Richard	M	A	S	40-49	Territory Sales Manager	Redball, L.L.C.	4
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
1210		Hernandez	Marlise	F	H		18-29	Lawyer	Law Offices of Jorge E.	
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
0803		Leist	Stephen	M	A		18-29	Banker	Peoples Bank	6
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5
Third Preference:										
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
1204		Ramirez	Rebecca	F	H		30-39	Associate Director	South Plains Communit	3
Fourth Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0707		Gutierrez	Francisco	M	H		50-59	Retired	Retired	1
0809		Strebeck	Jordan	M	A			Financial Planning	Evensky & Katz Wealth	6
Fifth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
Sixth Preference:										
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Coope	5
1011		Wiggins	Gary	M	A		60+	Retired		3

Committee #9 *Citizens Traffic Commission* — *Perm./Temp. Board:* **P**

	Confidential	Home	Business		Reappt Elig.
Barrett **Mr. Danny**		*10508 Fremont* *Lubbock TX 79423* *(806) 789-1413* *CEL*	*Perdue, Brandon, Fielder* *1204 Ave R, #200* *Lubbock TX 79401* *(806) 744-5091*	*Curr:* 7/1/2011 - 7/1/2014 *2nd:* - *1st:* - *Fax:* (806) 744-9953	*Y*
E-mail *dbarrett@pbfcm.com*					
Bates **Mr. Bill**		*1309 13th Street* *Lubbock TX 79412* *gittyupgo1@suddenlink.net* *(806) 763-8791* *CEL*		*Curr:* 9/27/2012 - 7/1/2015 *2nd:* - *1st:* - *Fax:*	*Y*
E-mail					
Kelley **Mr. Dennis**	Y Y	*5423 70th Street* *Lubbock TX 79424* *(806) 797-7908* *(806) 241-1905* *CEL*	*University Medical Center* *602 Indiana Avenue* *Lubbock TX 79415* *(806) 775-9995*	*Curr:* 7/9/2010 - 7/1/2013 *2nd:* - *1st:* - *Fax:* (806) 775-9993	*Y*
E-mail *dennis.kelley@umchealthsyste*					
Madison **Mr. Russell**	N Y	*6216 110th* *Lubbock TX 79424* *(806) 368-9080* *(806) 777-7938* *CEL*	*Calvert Home Health Care, Ltd.* *10207 Indiana Ave* *Lubbock TX 79423* *(806) 747-8972*	*Curr:* 7/1/2012 - 7/1/2015 *2nd:* - *1st:* 7/1/2009 - 7/1/2012 *Fax:* (806) 747-8965	*Y*
E-mail *russtu11@gmail.com*					
Nichols **Mr. Tom**	Y N	*3404 63rd Street* *Lubbock TX 79413* *(806) 793-3812* *CEL*		*Curr:* 7/1/2012 - 7/1/2015 *2nd:* - *1st:* 6/24/2010 - 7/1/2012 *Fax:*	*N*
E-mail *copstpd@yahoo.com*					

Chair/Pres:	Russell Madison	**Staff Liaison:**	Sharmon Owens
Vice Chair/V.P.:	Tom Nichols	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Mayor or Rep.

Officers elected 9/21/05

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

Committee #9 Citizens Traffic Commission — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
Ramirez		*3608 38th Street*	*Suddenlink* / *6013 63rd Street*	*Curr:* 7/1/2012 - 7/1/2015	*Y*
Mr. Christopher		*Lubbock TX 79413*	*Lubbock TX 79424*	*2nd:* -	
				1st: -	
		(806) 928-7549	*(806) 771-6000*	*Fax:*	
		CEL			
E-mail	*christopher.ramirez@suddenlin*				
Torres	Y	*2424 27th Street*	*Resthaven* / *5740 W. 19th Street*	*Curr:* 7/1/2011 - 7/1/2014	*Y*
Mr. Reymundo		*Lubbock TX 79411*	*Lubbock TX 79407*	*2nd:* -	
	Y			*1st:* -	
		(806) 791-6200	*(806) 791-6200*	*Fax:* *(806) 791-6230*	
	Y	*CEL*			
E-mail	*reymundo.torres@sci-us.com*				
Vela	Y	*7404 Huron Avenue*		*Curr:* 7/8/2010 - 7/1/2013	*Y*
Mr. Xavier		*Lubbock TX 79424*		*2nd:* -	
				1st: 3/23/2009 - 7/1/2010	
	Y	*(806) 794-8354*		*Fax:*	
		CEL			
E-mail	*xcvela@suddenlink.net*				
Williams	Y	*220 Redbud Avenue*		*Curr:* 7/26/2012 - 7/1/2014	*Y*
Mr. Maurice		*Lubbock TX 79403*		*2nd:* -	
				1st: -	
	Y	*(806) 744-5496*		*Fax:*	
		CEL			
E-mail					

Chair/Pres:	Russell Madison	**Staff Liaison:**	Sharmon Owens
Vice Chair/V.P.:	Tom Nichols	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Mayor or Rep.

Officers elected 9/21/05

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** *Last Update:* 10/11/2012

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	86.0% (6)
Female	51.5%	53.0%	26.8%	14.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	29.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	29.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	43.0% (3)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Griffith, Curtis (M,A,5)	N/A	N/A	Replace
Henry, Sandy (F,A,3)	90%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Curtis Griffith:

Jim Gilbreath (M,A,6) Gilbreath Property Co.

To reappoint Sandy Henry

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0605		Boyd	Rick	M	A	S	40-49	Banker	First United Bank	4
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
1209		Gilbreath	James	M	A		60+	Self Employed	Gilbreath Property Co.	6
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Second Preference:										
1005		Davidson	Lea	F	A		50-59	Coordinator Special Event	Texas Tech University	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Grou	3
Third Preference:										
0610		Borhani	Marcus	M	O		50-59	Electrical Engineer	X-Fab Texas, Inc	6
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Coope	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0904		Stanek	Sunshine	F	A		30-39	Prosecutor	District Attorney's Office	5
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Direct	The Door	4
Fourth Preference:										
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0803		Langford	Curtis	M	A		40-49	Regional Vice President	Balfour College Division	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Fifth Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Sixth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5

Committee #104 Lubbock Economic Development Alliance, Inc

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
Eighmy		*3111 21st Street*	*Texas Tech University*	*Curr:* 10/1/2009 - 10/1/2012	*Y*
Mr. Taylor		*Lubbock TX 79410*	*MS 1075*	*2nd:* -	
			Lubbock TX 79409	*1st:* -	
			(806) 742-3905	*Fax:* *(806) 742-3947*	
		CEL			
E-mail *taylor.eighmy@ttu.edu*					
Eubank	Y	*4615 102nd Street*	*PlainsCapital Bank*	*Curr:* 10/28/2010 - 10/1/2013	*Y*
Mr. Les		*Lubbock TX 79424*	*5010 University Avenue*	*2nd:* -	
			Lubbock TX 79423	*1st:* -	
	Y	*(806) 794-4918*	*(806) 791-7253*	*Fax:*	
		CEL			
E-mail *leubank@plainscapital.com*					
Griffith	Y	*205 Tiger*	*City Bank*	*Curr:* 10/1/2009 - 10/1/2012	*N*
Mr. Curtis		*Wolffort TX 79382*		*2nd:* -	
			Lubbock TX	*1st:* 5/18/2006 - 10/1/2009	
	Y	*(806) 791-5707*	*(806) 771-3237*	*Fax:*	
		(806) 790-0703 *CEL*			
E-mail					
Henry		*3302 43rd Street*	*2579 S. Loop 289, #250*	*Curr:* 10/1/2009 - 10/1/2012	*Y*
Ms. Sandy		*Lubbock TX 79413*	*Lubbock TX 79423*	*2nd:* -	
				1st: -	
		(806) 799-2042	*(806) 748-1040*	*Fax:*	
		(806) 438-0105 *CEL*			
E-mail					
May		*3402 Canyon Rd*	*PCCA*	*Curr:* 10/1/2009 - 10/1/2012	*N*
Mr. Van		*Lubbock TX 79403*	*3301 E. 50th St*	*2nd:* 10/1/2006 - 10/1/2009	
			Lubbock TX 79403	*1st:* 11/7/2005 - 10/1/2006	
		(806) 749-2150	*(806) 763-8011*	*Fax:* *(806) 763-7335*	
		CEL			
E-mail *van.may@pcca.com*					

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***

Last Update: 10/11/2012

Committee #104 Lubbock Economic Development Alliance, Inc

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
			McDougal Properties	*Curr:* 10/28/2010 - 10/1/2013	*Y*
McDougal	Y	*2400 Glenna Goodacre B*	*7008 Salem Ave*	*2nd:* 10/1/2007 - 10/1/2010	
Mr. Mike		*Lubbock TX 79401*	*Lubbock TX 79424*	*1st:* 6/9/2006 - 10/1/2007	
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
		CEL			
E-mail	*mikem@mcdougal.com*				
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* *CEL*			
E-mail	*dsharbutt@zona.net*				

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (8)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	87.5% (7)
Female	51.5%	53.0%	26.8%	12.5% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	25.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	25.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	25.0% (2)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	25.0% (0)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Griffith, Curtis (M,A,0)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Curtis Griffith:

Jim Gilbreath (M,A,6) Gilbreath Property Co.

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/11/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Market Lubbock Economic Development Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
1206		Wagner	Catherine	F	A		60+	Retired		5
Second Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1209		Gilbreath	James	M	A		60+	Self Employed	Gilbreath Property Co.	6
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0809		Strebeck	Jordan	M	A			Financial Planning	Evensky & Katz Wealth	6
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Third Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investmen	2
1209		Coleman	Kellen	M	AA		30-39	Radio	Gospel Praise Radio	6
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
Fourth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
Fifth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Sixth Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
Eighmy		*3111 21st Street*	*Texas Tech University*	*Curr:* 10/1/2011 - 10/1/2014	*Y*
Mr. Taylor		*Lubbock TX 79410*	*MS 1075*	*2nd:* -	
			Lubbock TX 79409	*1st:* 10/1/2009 - 10/1/2011	
			(806) 742-3905	*Fax:* *(806) 742-3947*	
		CEL			
E-mail *taylor.eighmy@ttu.edu*					
Eubank	Y	*4615 102nd Street*	*PlainsCapital Bank*	*Curr:* 10/28/2010 - 10/1/2013	*Y*
Mr. Les		*Lubbock TX 79424*	*5010 University Avenue*	*2nd:* -	
			Lubbock TX 79423	*1st:* -	
	Y	*(806) 794-4918*	*(806) 791-7253*	*Fax:*	
		CEL			
E-mail *leubank@plainscapital.com*					
Griffith	Y	*205 Tiger*	*City Bank*	*Curr:* 10/1/2008 - 10/1/2010	*Y*
Mr. Curtis		*Wolffort TX 79382*		*2nd:* -	
			Lubbock TX	*1st:* 5/18/2006 - 10/1/2008	
	Y	*(806) 791-5707*	*(806) 771-3237*	*Fax:*	
		(806) 790-0703 *CEL*			
E-mail					
Henry		*3302 43rd Street*		*Curr:* 10/1/2011 - 10/1/2014	*Y*
Mrs. Sandy		*Lubbock TX 79413*		*2nd:* -	
				1st: 10/1/2009 - 10/1/2011	
		(806) 799-2042		*Fax:*	
		CEL			
E-mail					
May		*3402 Canyon Rd*	*PCCA*	*Curr:* 10/1/2008 - 10/1/2010	*Y*
Mr. Van		*Lubbock TX 79403*	*3301 E. 50th St*	*2nd:* 10/1/2006 - 10/1/2008	
			Lubbock TX 79403	*1st:* 11/7/2005 - 10/1/2006	
		(806) 749-2150	*(806) 763-8011*	*Fax:* *(806) 763-7335*	
		CEL			
E-mail *van.may@pcca.com*					

Chair/Pres:
Vice Chair/V.P.: Van May
Sec./Treasurer:

Staff Liaison: Quincy White
Term: 3 Years
Ex-Officio Mbr.:

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/11/2012

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* **P**

	Confidential	Home	Business		Reappt Elig.
			McDougal Properties	*Curr:* 10/1/2011 - 10/1/2014	*Y*
McDougal	Y	*2400 Glenna Goodacre B*	*7008 Salem Ave*	*2nd:* 10/1/2009 - 10/1/2011	
Mr. Mike		*Lubbock TX 79401*	*Lubbock TX 79424*	*1st:* 10/1/2007 - 10/1/2009	
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
		CEL			
E-mail *mikem@mcdougal.com*					
			Arbor Inn	*Curr:* 10/1/2011 - 10/1/2014	*Y*
Meyer		*8603 CR 6920*		*2nd:* 10/1/2009 - 10/1/2011	
Mr. Rob		*Lubbock TX 79407*	*Lubbock TX*	*1st:* 10/1/2007 - 10/1/2009	
		(806) 928-5258	*(806) 722-2726*	*Fax:*	
		(806) 928-5258 CEL			
E-mail *rob@arborinnandsuites.com*					
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707 CEL*			
E-mail *dsharbutt@zona.net*					

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** *Last Update:* 10/11/2012

Regular City Council Meeting **7.**

Meeting Date: 10/25/2012

Information

Agenda Item

Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 1.**

Meeting Date: 10/25/2012

Information

Agenda Item

Possible TXDOT funding of the North University Enhancement Project, including applicable deadlines, MPO approval for project, design contract, and the possibility of extra City Council meetings to meet applicable deadlines.

Item Summary

Fiscal Impact

Staff/Board Recommending

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.