City of Lubbock, Texas
Regular City Council Meeting
Thursday, December 4, 2014

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

James Loomis, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

1:00 p.m. -- City Council convenes in open session to consider items 1.-1.2. At the conclusion of the consideration of items 1.-1.2, the City Council will recess into executive session to consider items 2.-2.4.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.14.

1. **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.**

1. 1. Consider a presentation by the chair of the Oil and Gas Citizen Advisory Committee to discuss the findings of the committee and the recommendations to the City Council of the necessary regulatory amendments to the current oil and gas ordinance and the oil and gas well permitting process.

1. 2. Consider a presentation by the minority representatives of the Oil and Gas Citizen Advisory Committee regarding failed motions for recommended regulatory amendments to the current oil and gas ordinance, including but not limited to, distance and setbacks provisions, appointment of an inspector, permit notification provisions, best practices to avoid nuisances in re-entering or re-working a well, and water disclosure provisions.

2. **Executive Session**

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

2. 1. 1. Fire Marshal's Office, 1610 Mac Davis.
Parks & Recreation, Community Development, and Information Technology, 1611 10th Street.
Radio Shop and Streets, 530 36th Street.
Streets and Water, 4709 66th Street.
Facilities Management, Police and Streets, 401-405 34th Street.
Orig T Lubbock Blk 143, L 1-4 & OL 31, Lubbock, Lubbock County, Texas.
Police Department.
City Hall.

2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 2. 1. City Attorney

2. 2. 2. City Manager

2. 2. 3. City Secretary

2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.086, on the following competitive matters (Electric Utilities).

2. 3. 1. Discuss competitive matters of the Electric Utility as described in Chapter 552.133(a-1)(1)(E) of the Texas Government Code.

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Finance (TIF) Reinvestment Zone Board of Directors, Electric Utility Board, and Permit & License Appeal Board (PLAB).

3. **Proclamations and Presentations**

3. 1. Invocation by Dr. Steve Doles, Cumberland Presbyterian Church

3. 2. Pledges of Allegiance

3. 3. Presentation of a special recognition for Computer Science Education Week, December 8 - 14, 2014.

3. 4. Presentation of a special recognition to representatives of the Tech Terrace (UNIT) Neighborhood Association in honor of their 40th Anniversary.

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

Public Comments Sign-Up Form

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

See Citizens Comment Supplemental Agenda.

5. **Minutes**

5. 1. November 6, 2014 Regular City Council Meeting
November 13, 2014 Special City Council Meeting (Economic Forecast)

6. **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.**

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0158 Amendment 4 amending the adopted FY 2014-15 budget for municipal purposes respecting the Water Fund to increase expenditures and the Storm Water Fund to increase expenditures; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0159 Amendment 5 amending the adopted FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.

6. 2. 1. **Resolution - Parks & Recreation:** Consider a resolution authorizing the Mayor to execute contract 12129 and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City of Lubbock's Senior Citizens Program.

6. 3. **Resolution – Water Resources**: Consider a resolution authorizing the Mayor to sign a deed notice on City of Lubbock property located at the former Fire Training Academy at 401 North Ash Street in Lubbock, Texas, a 69.196 acre tract or parcel of land out of Block A, Section 79 and 80, Tract "A" - Municipal Hill Addition, Lubbock County, Texas.

6. 4. **Resolution – Water Utilities**: Consider a resolution authorizing the Mayor to execute contract 11984 with Utility Contractors of America, Inc. for Northwest Reclamation Plant-Potable Water Pipeline, RFP 14-11984-TF.

6. 5. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12060 with Deerwood Construction, Inc. for the construction of the Downtown Redevelopment Underground Utilities Duct System, Phase 2, ITB 15-12060-TS.

6. 6. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12142 with SGS Engineering, LLC for the design of the Downtown Redevelopment Underground Utilities System, Phase 3.

6. 7. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12141 for Professional Services with SGS Engineering, LLC for construction phase engineering services on the Downtown Redevelopment Underground Utilities System, Phase 2.

6. 8. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute contract 12143, a Professional Services Agreement, with Agri-Waste Technology of Raleigh, North Carolina, for modeling and reporting of water and nitrogen balances at the City Land Application sites as required by the Texas Commission on Environmental Quality (TCEQ) wastewater discharge permit.

6. 9. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0160 abandoning and closing a drainage easement located in Section 27, Block AK, 94th and Mobile Avenue, Lubbock County, Texas.

6. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a lease amendment between the City of Lubbock and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car at Lubbock Preston Smith International Airport.

6. 11. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a contract 10190 between the City of Lubbock and Coffman Associates, Inc. for Airport Planning Services.

6. 12. **Resolution - Community Development:** Consider a resolution by the City Council to approve the price and conditions of sale by the Urban Renewal Agency of two vacant lots to 8706 Valencia Property, LLC for $800 ($400 per lot) at 2606 and 2610 Globe Avenue to build two single family houses, designated as Parcels 663300-58-0 & 663300-58-3 and legally described as Lots 1 & 3, Block 58, Ora Vista Addition to the City of Lubbock, Lubbock County, Texas.

6. 13. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12133 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Women's Protective Services from the Emergency Solutions Grant (ESG) for the emergency shelter essential services and rapid re-housing programs.

6. 14. **Resolution - Community Services:** Consider a resolution authorizing and directing the Mayor to execute contract 12134 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

6. 15. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12135 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

6. 16. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12137 for and on behalf of the City of Lubbock a Community Development funding contract 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.

6. 17. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and Community Housing Resource Board (CHRB) from the HOME Investment Partnership Program Grant for administration and operations.

6. 18. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12139 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and Community Housing Resource Board (CHRB) from the HOME Investment Partnership Program Grant for construction of Elderly / Handicapped Rental Housing units.

6. 19. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12140 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the YWCA from the Community Development Block Grant (CDBG) for child care services and an educational/recreational program.

6. 20. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract 12144 and all related documents between the City of Lubbock and Community Health Center of Lubbock from the Community Development Block Grant (CDBG) for dental care services.

6. 21. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract 12145 and all related documents between the City of Lubbock and the Communities In Schools on the South Plains from the CDBG to fund the Champions Program an in-school program to help youth stay in school.

6. 22. **Resolution - Code Administration**: Consider a resolution authorizing the Mayor to execute contract 12054 with Lubbock Wrecker Service for towing junk vehicles, RFP 15-12054-DG.

6. 23. **Resolution - Health Services:** Consider a resolution appointmenting Dr. Ron L. Cook as Health Authority for the City of Lubbock.

6. 24. **Resolution - Health Services**: Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute contract 12122 for and on behalf of the City of Lubbock a Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center (TTUHSC) to provide the professional services of a qualified physician to act as Medical Director for the City of Lubbock Health Department.

6. 25. **Resolution - Health Services:** Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute contract 12123 for and on behalf of the City of Lubbock a Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center (TTUHSC) to provide the professional services of a qualified physician to provide Epidemiological and Surveillance Consultation Services of the City of Lubbock Health Department.

6. 26. **Resolution - Health Services:** Consider a resolution authorizing and directing the Mayor to enter into contract 12132 an agreement with StarCare Specialty Health System to develop strategies in an effort to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3241, a request of Enrico Aguas for a zoning change from T to AM on 12.193 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Flint Avenue, Lubbock, Texas, and consider an ordinance.

7. 2. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3102-A, a request of Donald Halpain to amend the conditions of Ordinance 2008-O0012 to allow single-story apartments on proposed Lot C-1, Greenlawn Addition, 5514 34th Street, Lubbock, Texas, and consider an ordinance.

7. 3. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3048-G, a request of Hugo Reed and Associates, Inc., for American Campus Communities, for a zoning change from R-1 Specific Use to A-3 Specific Use on Tract 32, Overton Park Addition, southeast corner of Mac Davis Lane and Avenue V, and consider an ordinance.

7. 4. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3242, a request of Sadler Monument for a zoning change from R-1 to C-4 Specific Use for monument sales on Lots 1 through 3 including the alley right-of-way, Farrar Del Norte Addition, 5736 61st Street, 6002 and 6004 Everett Avenue, Lubbock, Texas, and consider an ordinance.

7. 5. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1585-F, a request of Vincent G. Huebinger, for Boys & Girls Club - Lubbock, for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower on Lots 1 through 22 and closed alley, also known as Lot A-1, Block 2, McMillan Heights Addition, 3301 Cornell Street, Lubbock, Texas, and consider an ordinance.

7. 6. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2296-J, a request of Plains Properties LLC to amend the conditions of Ordinance 2008-O0043 to allow a professional office on Lots 23 and 24, Gatewood Addition and a reduction in the required parking, 2505 and 2507 79th Street, Lubbock, Texas, and consider an ordinance.

7. 7. **Public Hearing 5:30 p.m. - Planning**: Conduct a public hearing for petition for annexation from Ford Development Corporation and KPA Ministries, Inc. to annex a parcel approximately 107.53 acres adjacent to the City limits north of 146th Street east of Quaker Avenue, and to consider a resolution to approve the petition.

7. 8. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0147 for annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

7. 9. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0148 for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

7. 10. **Ordinance 2nd Reading - Planning**: Consider Ordinance 2014-O0149 for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

7. 11. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0150 for annexation from George H. McMahan to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

7. 12. **Ordinance Amendment 1st Reading – Water Utilities**: Consider an Ordinance Amendment to Chapter 22.08 of the Code of Ordinances related to the City's Water Conservation and Drought Contingency Plans.

7. 13. **Board Appointments - City Secretary:** Consider one appointment to the Appointments Advisory Board, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Libraries Board, one appointment to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Market Lubbock, Inc. Board of Directors, and one appointment to Permit & License Appeal Board.

7. 14. Discuss the use and utilization of various City facilities located within the City of Lubbock, whether leased or owned, including but not limited to, the City Hall Building, the Police Department and Municipal Court Building (Municipal Square) and the building located at 1206 14th Street (formerly known as the Omni Building), and those facilities set forth in Item 2.1.1, and take possible action to give direction to the City Manager in regard to the use and utilization of City facilities.


City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 6, 2014
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 6th of November, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p. m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Pro Tem Jim Gerlt

Note: Council Member Floyd Price arrived in Executive Session.

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

- *1.1; Executive Session; 3.2-3.4; Citizen Comments 4.1-4.2; 3.1; Citizen Comments (Sign-ups) 4.7; 4.4-4.5; 4.3; Citizen Comments (Sign-ups) 4.7 continued; 4.6; 5.1; 6.1-6.4; 6.6-6.18; 6.5; 6.19-6.22; and 7.1-7.8.*
- *Items 6.19-6.22 were postponed.*
- *Item 7.3 failed.*
- *Item 7.4 was postponed indefinitely.*
- *Item 7.5 was postponed to the November 20, 2014 Regular City Council Meeting.*
- *Item 7.6 was deleted.*

1. Work Session

1. 1. Discuss possible uses for the Omni Building located at 1206 14th Street, Lubbock, Texas, including a discussion of the feasibility and utilization studies on the building.

Discussion ensued among the City Council regarding options and the future of the OMNI Building. James Loomis, City Manager; Mark Yearwood, Assistant City Manager; Delbert McDougal, CEO of McDougal Companies and Downtown Master Developer; Roger Ellis, Chief of Police; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

2. Executive Session

The meeting recessed at 1:53 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

2. 1. 2. Consultation with attorney concerning the qualifications for service on the Appointments Advisory Board pursuant to Resolution No. 4901 dated July 13, 1995, and other Boards and Commissions.

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

2. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas.

2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

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

2. 4. 1. Lubbock Economic Development Alliance.

2. 5. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

5:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

3. Proclamations and Presentations

3. 1. Presentation of special recognitions for Jessi Colter, Arlan Etter, and George McMahan for their generosity and work to bring the Waylon Jennings/Buddy Holly 58 Ariel Cyclone Motorcycle to Lubbock.

City Council recessed at 5:45 p.m. and reconvened at the Buddy Holly Center at 6:05 p.m.

Mayor Glen C. Robertson presented special recognitions to Jessi Colter, Arlan Etter, and George McMahan.

City Council recessed from the Buddy Holly Center at 6:10 p.m. and reconvened back in City Council Chambers at 6:26 p.m.

3. 2. Invocation by Pastor Field Bennings, ACTS Church

Pastor Field Bennings, ACTS Church, led the invocation.

3. 3. Pledges of Allegiance

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

3. 4. Presentation of a special recognition for Epilepsy Awareness Month.

Mayor Glen C. Robertson presented a special recognition recognizing November as Epilepsy Awareness Month. Janice Robinson, Clinical Social Worker for the Epilepsy Foundation of West Texas, and Jesse Casas, epilepsy patient, appeared to accept the recognition. Ms. Robinson thanked the Mayor and City Council for the recognition and gave comments on Epilepsy Awareness.

4. Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

Public Comments Sign-Up Form

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

4. 1. Bill Curnow will appear before the City Council to discuss North and East Lubbock Community Development Corporation and future funding.

Bill Curnow appeared before the City Council to speak in favor of North and East Lubbock Community Development Corporation and its future funding.

4. 2. Brandon Helton will appear before the City Council to discuss item 6.22 (proposed smoking ordinance) which appeared on the October 23, 2014 agenda.

Brandon Helton appeared before the City Council to speak in opposition of the proposed smoking ordinance.

4. 3. Mikel Ward will appear before the City Council to discuss agenda items 7.4, 7.5, and 7.7.

Mikel Ward appeared before the City Council to speak in opposition of items 7.4-7.5 (North and East Lubbock Community Development Corporation) and in favor of item 7.7 (OMNI Building).

4. 4. Burley Owen will appear before the City Council to discuss agenda items 7.4 and 7.5.

Burley Owen appeared before the City Council to speak in opposition of North and East Lubbock Community Development Corporation.

4. 5. Deanne Clark will appear before the City Council to discuss agenda items 7.4, 7.5, and 7.7.

Deanne Clark appeared before the City Council to speak in opposition of North and East Lubbock Community Development Corporation.

4. 6. Sarah Berry will appear before the City Council to discuss item 6.22 (proposed smoking ordinance)
which appeared on the October 23, 2014 agenda.

Sarah Berry appeared before the City Council to speak in favor of the smoking ordinance.

4. 7. **Sign-ups:**

- Robert Strong appeared before City Council to discuss Council votes regarding items 7.4-7.5 (North and East Lubbock Community Development Corporation).
- Eddie Williams and LaCarl Richardson appeared before City Council to speak in favor of items 7.4-7.5 (North and East Lubbock Community Development Corporation).
- Stuart Williams appeared before City Council to discuss item 7.8 (appointments to the Electric Utility Board).
- Monique Coleman, Executive Director of North and East Lubbock Community Development Corporation, appeared before City Council to discuss upcoming plans for the North and East Lubbock Community Development Corporation.
- Chad Montgomery; Alona Beesinger, Chair of the Lubbock Chamber of Commerce; and Eric Jewell appeared before City Council to speak in favor of item 7.2 (Mobile Food Vendors).
- Ann Marie Reeves, PTA President, teacher, and a parent at Harwell Elementary; Reyna Torres, Assistant Principal and a parent at Harwell Elementary; Linda McMurry, Executive Director of the Larry Combest Community Health & Wellness Center; Elda DeSantiago, teacher at Harwell Elementary; and Kory Musquiz, parent of student at Harwell Elementary, appeared before City Council to speak in opposition of item 7.3 (Off-premise alcohol variance for It's Another Tobacco Road).
- Katy Green (submitted written comments) and Glennda Bailey appeared before

City Council to speak in opposition of item 7.4 (Funding for NELCDC to be utilized solely to pave streets within the City of Lubbock).

- Darrell Guthrie, attorney with Mullin, Hoard, & Brown, LLP (Special Counsel to the North and East Lubbock Community Development Corporation), appeared before City Council to provide clarity and context regarding the legal services provided to the North and East Lubbock Community Development Corporation.
- Dora Cortez appeared before City Council to speak in favor of item 7.4 (Funding for NELCDC to be utilized solely to pave streets within the City of Lubbock).
- Carol Meek appeared before City Council to speak in opposition of items 7.4-7.5 (North and East Lubbock Community Development Corporation).

5. Minutes

5. 1. October 9, 2014 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve the October 9, 2014 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 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 Karen Gibson, seconded by Council Member Floyd Price to approve items 6.1-6.4; and 6.6-6.18.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 1. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance 2014-O0152, Amendment 1, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) Supplemental Grant; providing for filing; and providing for a savings clause.

6. 1. 1. Resolution - Emergency Management: Resolution No. 2014-R0375 authorizing and directing the City Manager to execute for and on behalf of the City of Lubbock, Contract 2015-047205 for the Public Health Emergency Preparedness (PHEP) Supplemental Grant and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0153, Amendment 2, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5307 State Operating Assistance Grant; providing for filing; and providing for a savings clause.

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0154, Amendment 3, amending the FY 2014-15 Budget for municipal purposes respecting the General Fund to increase expenditures for machinery and equipment; providing for filing; and providing for a savings clause.

6. 4. **Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0155 amending Subsection 22.03.084 and 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; providing for publication; and providing for a savings clause.

6. 5. **Resolution – Water Utilities:** Resolution No. 2014-R0376 authorizing the Mayor to execute Professional Services Agreement 12099 between the City of Lubbock and HDR Engineering, Inc. to perform activities related to surface water supply planning.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0376.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0156 abandoning and closing a five foot wide underground utility easement granted to Lubbock Power & Light in Lot 36, Reserve at Ravenwood Addition to the City of Lubbock, 4007 106th Street, Lubbock, Texas.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2014-R0377 authorizing the Mayor to execute an alley use license with Kevin and Tonya Combest Enterprises, LLC for the use of a dedicated alley regarding a accessible ramp located in Block 71, Overton Addition, Lubbock, Texas.

6. 8. **Resolution - Right-of-Way:** Resolution No. 2014-R0378 authorizing the Mayor to execute a drainage and public access easement located in Tract "A" Milwaukee Avenue Pump Station Addition to the City of Lubbock, Lubbock County, property located at 7310 Milwaukee Avenue, Lubbock, Texas.

6. 9. **Ordinance 2nd Reading – Wastewater:** Ordinance No. 2014-O0151 amending Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, regarding rates charged for residential wastewater service, measurement of commercial in-plant losses, disconnection for non-payment of commercial wastewater service, payment for commercial sanitary sewer line blockages and spillage, wastewater permit applications and revocations, grease traps and wastewater monitoring facilities, septic tank emptying, industrial wastewater sampling fees, and municipal setting designation applications; providing a savings clause; providing a penalty clause; and providing for publication.

6. 10. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0132 for Zone Case 3116-G, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, for a zoning change from R-2 Specific Use to R-1 Specific Use on 10 acres of unplatted land out of Block AK, Section 4, south of 130th Street and east of Memphis Avenue.

6. 11. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0139 for Zone Case 3237, a request of James Dirks, for Indiana Associates, LLC, for a zoning change from R-1 to AM on Lot 7, Block 2, Squyers Place Addition, 3413 22nd Street.

6. 12. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0140 for Zone Case 3238, a request of Graciela y Fe Propiedad, LLC for a zoning change from R-1 to R-2 on Lots 3 through 5, Block 18, West End Place Addition, 6411, 6413, 6415, and 6417 24th Street.

6. 13. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0141 for Zone Case 3003-C, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from C-2 and R-1 Specific Use to C-4 Specific Use for mini storage and RV storage on 6.9 acres of unplatted land out of Block AK, Section 21, northeast corner of Milwaukee Avenue and 107th Street.

6. 14. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0142 for Zone Case 3003-D, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO and R-1 Specific Use to A-1 on 16.7 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Kline Avenue.

6. 15. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0143 for Zone Case 3239, a request of Yolanda Larez for a zoning change from C-3 to C-4 on the east 124.73 feet of Lot 1, Block 1, Burleson Osborne Heights Addition, 2801 Clovis Road.

6. 16. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0144 for Zone Case 3240, a request of McCanton Woods L.C. for a zoning change from R-2, R-3, A-1 and A-2 to A-3 Specific Use for apartments on the south 30 feet of Lot 1, Lots 2 through 9, the south 30 feet of Lot 10, Block 115, Lots 1 through 10, Block 116, Lots 1 through 4 and 9 through 12, Block 119, Overton Addition, and a portion of 9th Street, 10th Street, and the alleys located in Blocks 115 and 116 and a portion of the alley in Block 119, proposed Tract 22, Overton Park Addition, south of Glenna Goodacre Boulevard, between Avenue S and Avenue R.

6. 17. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0145 for Zone Case 2627-G, a request of Alma Jaramillo to amend the conditions of Ordinance 2013-O0115 to allow a tamale plant on the east half of Lot 2, Block 2, West End Place Addition, 6205 19th Street.

6. 18. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0146 for Zone Case 2565-C, a request of Vincent Gerard & Associates, Inc., for Verizon Wireless, for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower on .2296 acres of unplatted land, 1102 70th Street.

6. 19. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0147 for annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone items 6.19-6.22 to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 20. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0148 for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone items 6.19-6.22 to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 21. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0149 for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone items 6.19-6.22 to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

6. 22. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0150 for annexation from George H. McMahan to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone items 6.19-6.22 to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. Regular Agenda

7. 1. **Public Hearing 5:30 p.m. – Planning:** Resolution No. 2014-R0379 to approve a permit for Texland Petroleum for an Oil Drilling Permit for Teal-Lubheirs Coop #2H, located approximately 2,350 feet south and 2,333 feet east of the northwest corner of Section 6, Block A, T.T.R.R. Co. Survey, Lubbock County, Texas, within the Upper Clearfork formation, north of East Erskine Street and east of North Guava Avenue.

Andrew Paxton, Director of Planning, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:57 p.m.

No one appeared to speak in opposition.

Mikel Ward; and Wilson Woods, in-house counsel and Land Manager for Texland Petroleum, appeared to speak in favor.

Mayor Robertson closed the public hearing at 8:00 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2014-R0379.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 2. **Ordinance 1st Reading - Planning:** Ordinance No. 2014-O0157, amending Chapter 8, "Businesses and Amusements", by adding Article 8.19, "Mobile Food Vendors", to the Code of Ordinances of the City of Lubbock, Texas, to allow for and regulate mobile food vendors; requiring an inspection and permits; establishing a fee, distance requirements, and hours of operation; proving a penalty; providing a savings clause; and providing for publication.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0157.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 3. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 4202 Avenue A, an It's Another Tobacco Road store requesting an off-premise alcoholic beverage permit.

This item failed.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve this item.

Vote: 0 - 6 Failed

NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith
Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 4. **Resolution - Mayor Robertson:** Consider a resolution amending the North and East Lubbock Neighborhood and Infrastructure Program Fund to provide that all funding within said program shall be utilized solely for paving unpaved streets located within the City of Lubbock.

This item was postponed indefinitely.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone this item indefinitely.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 5. **Resolution - Councilman Hernandez:** Consider a resolution amending Resolution No. 2013-R0154 dated May 9, 2013 with regard to the allocation of twenty-five (25) percent of the Mineral Interest revenues, as set forth in said resolution, to the Central Business District Tax Increment Financing (TIF) and further define the responsibilities of the North and East Lubbock Community Development Corporation's duties therein.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to postpone this item to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 6. **Resolution - Councilman Hernandez:** Consider a resolution adopting a Bid Integrity Policy to address access to the responses to RFP No. 7128-14-EUA, "Capacity and Energy Supply Services" by members of the City Council.

This item was deleted.

7. 7. Resolution No. 2014-R0380 regarding the options available to the City of Lubbock pursuant to that certain Contract of Sale, dated July 10, 2014, by and between the City of Lubbock and Lubbock Omni Office, Inc., (City Council Resolution No. 2014-R0240) including, but not limited to, amending the Contract of Sale, exercising the City of Lubbock's option to terminate the Contract of Sale, or directing the City Manager regarding same.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0380.

Vote: 5 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

7. 8. **Board Appointments - City Secretary:** Consider one appointment to the Audit & Investment Committee, and one appointment to the Electric Utility Board.

Audit & Investment Committee: Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to appoint Greg Taylor to replace Suzanne Blake.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

Electric Utility Board: Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to postpone this appointment to the November 20, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (ABSENT)

8:10 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

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 13, 2014
11:30 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 13th of November, 2014, at the Overton Hotel & Conference Center, 2322 Mac Davis Lane, Sunset Ballroom, Lubbock, Texas at 11:30 a.m.

11:30 A.M. CITY COUNCIL CONVENED
Overton Hotel & Conference Center, 2322 Mac Davis Lane, Sunset Ballroom, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Floyd Price

This was a Called Special City Council Meeting to attend and participate in the Lubbock Economic Forecast Luncheon.

1. Regular Agenda

1. 1. Invocation

Pastor David Haynes, Christ Temple COGIC, led the invocation.

1. 2. Welcome

Mike McDougal, Chairman of the Lubbock Economic Development Alliance (LEDA) & Market Lubbock, Inc. Board, gave welcome remarks.

1. 3. Year in Review

John Osborne, President and CEO of LEDA and Market Lubbock, Inc., presented an economic review of FY 2013-2014.

1. 4. Keynote Speaker

Tom Stellman, President of Tip Strategies, Inc., spoke about the Lubbock Economic Forecast for 2014-2015, "The LEDA Blueprint: Positioning Lubbock for Continued Growth and Prosperity".

1. 5. Remarks

M. Duane Nellis, Ph. D., President of Texas Tech University, gave remarks.

1. 6. Closing

Tim Collins, Incoming Chairman of LEDA and Market Lubbock, Inc., gave closing remarks.

1:18 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 1.**

Meeting Date: 12/04/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0158 Amendment 4 amending the adopted FY 2014-15 budget for municipal purposes respecting the Water Fund to increase expenditures and the Storm Water Fund to increase expenditures; providing for filing; and providing for a savings clause.

Item Summary

On November 20, 2014, the City Council approved the first reading of the ordinance.

I. Amend expenditures in the Water Fund by increasing appropriations in the Water Meter and Customer Service Department by $89,000 in capital outlay and $3,000 in supplies, for a total appropriation of $2,141,395. The increased appropriation will provide for the purchase of uniforms, computers, hand tools, equipment, and two pickup trucks for the additional two water meter service worker positions approved for FY 2014-15.

II. Amend expenditures in the Storm Water Fund by increasing capital outlay in the Storm Water Utility Department by $30,500, for a total appropriation of $1,169,360. The increased appropriation will provide for the purchase of a computer, a pickup truck, and small tools for the additional storm water inspector position approved for FY 2014-15.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 4

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER FUND TO INCREASE EXPENDITURES AND THE STORM WATER FUND TO INCREASE EXPENDITURES; 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 2014-15 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 2014-15 (Budget Amendment #4) for municipal purposes, as follows:

I. Amend expenditures in the Water Fund by increasing appropriations in the Water Meter and Customer Service Department by $89,000 in capital outlay and $3,000 in supplies, for a total appropriation of $2,141,395.

II. Amend expenditures in the Storm Water Fund by increasing capital outlay in the Storm Water Utility Department by $30,500, for a total appropriation of $1,169,360.

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
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415 Amend4.ord
November 10, 2014

Regular City Council Meeting **6. 2.**

Meeting Date: 12/04/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0159 Amendment 5 amending the adopted FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.

Item Summary

On November 20, 2014, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $124,145 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $40,827 of program revenue, for a total program budget of $179,409. The grant requires an in-kind match from the City with a value of $14,437.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 5

Grant Detail Sheet - SPAG AAA-Direct Purchase of Services

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES; 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 2014-15 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 2014-15 (Budget Amendment #5) for municipal purposes, as follows:

I. Accept and appropriate $124,145 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $40,827 of program revenue, for a total program budget of $179,409.

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
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415.Amend5.ord
November 6, 2014

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 20, 2014

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2014-09/30/2015
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	$ 124,145
Program Income:	40,827
In-Kind City Grant Match:	14,437

Personnel Information:

# of part-time positions funded w/grant	8

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	$ 12,285	940	13,225	-
PT Transportation Aide	10,920	835	11,755	-
PT Assistant Center Supervisor	10,270	786	984	10,072
PT Assistant Center Supervisor	10,270	786	3,869	7,186
PT Assistant Center Supervisor	10,578	809	6,263	5,124
PT Assistant Center Supervisor	10,270	786	3,869	7,186
PT Assistant Center Supervisor	10,578	809	3,986	7,402
PT Assistant Center Supervisor	10,270	786	3,869	7,186
Total	$ 85,441	6,536	47,821	44,156

Budget Information:

Project Detail	**Cost**
Compensation	$ 47,821
Professional Services (Meals from Vendor)	131,588
Total Project Amount	$ 179,409

Regular City Council Meeting **6. 2. 1.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Parks & Recreation: Consider a resolution authorizing the Mayor to execute contract 12129 and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City of Lubbock's Senior Citizens Program.

Item Summary

The City has contracted with the South Plains Association of Governments (SPAG) for the AAA Direct Purchase of Services Program Grant for 35 years to provide services for senior citizens through the city's five senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2014-15 vendor agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by the South Plains Food Bank at a cost of $4.00 per meal. Staff anticipates serving approximately 29,000 meals and approximately 7,100 units of transportation. The grant will reimburse approximately 14,355 eligible meal units at $6.97 per unit for a total of $100,055. The grant will also reimburse approximately 4,118 eligible transportation units at $5.85 for a total of $24,090. The grant totals $124,145.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is $3 per meal for those 60 years of age and over. Those under age 60 are required to pay $5 per meal. The recommended donation for transportation is $1 per one-way trip. The estimated program revenues for FY 2014-15 total $40,827.

Fiscal Impact

This contract will provide senior citizens with approximately $179,409 of meal service, transportation and administrative costs. The required match for the contract is $14,437. Of this, $5,459 will be from Program Volunteers In-Kind match, and $8,978 from the City's contribution of full-time, budgeted, salaried personnel costs.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution & Contract - Agency on Aging

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, an Area Agency on Aging Direct Purchase of Services Program Grant Agreement from the State of Texas, acting by and through the Texas Department of Aging and Disability Services and the South Plains Association of Governments (SPAG), for funds passed through the U.S. Department of Health and Human Services to the State of Texas for said grant, and related documents. Said grant will be used to provide an integrated service delivery system to meet the needs of older individuals and their caregivers, and the grant funds will be used only for the purposes for which they are intended under the grant. 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bridget Faulkenberry, Parks and Recreation Director

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - SPAG 14-15 11.17.14

The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2015 Vendor Application/Renewal Update

Please type or clearly print application information.

City of Lubbock
Vendor Name/Legal Entity

DBA (if applicable)

Physical Address: 2001 19th Street (Lubbock Senior Center), Parks Administration 1611 10th Street, Lubbock, TX 79401	
Mailing Address (complete even if same as above): PO Box 2000, Lubbock, TX 79457	
Tax Identification Number (SSN or Federal ID): 17560005906	Fax Number (including area code): 806-775-2686
Type of Provider (check one): ☐ Governmental Agency ☐ Private Non-Profit ☐ Private For Profit ■ City Government ☐ County Government ☐ Other:	
Authorizing Official: Glen C. Robertson	Title: Mayor
Email Address: grobertson@mylubbock.us	Telephone: 806-775-2010
Billing Contact Person and billing address: Nancy Neill, City of Lubbock, PO Box 2000, 79457	Title: Indoor Recreation Coordinator
Email Address: nneill@mylubbock.us	Telephone: 806-775-2685
Number of Years Organization has been in business: 35 Years	Is Organization Bonded? *(Attach certificate of bonding insurance)* ■ Yes ☐ No
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)? *N/A* ■ Yes ■ No	If Yes, Explain: *N/A*
Does Organization have liability insurance? *(Attach certificate of all insurances)* ■ Yes ☐ No	Attach a copy of all applicable State and Federal licenses and /or certifications for your business.
Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.	

Service and Bidding Information:

1; A. Proposed Service:

Congregate

B. Service Area:

CITY OF LUBBOCK

C. Proposed DADS A&I AAA cost per unit: $ 6.97

Whole cost per unit: $ 7.41

2. A. Proposed Service:

Home Delivered Meals

B. Service Area:

N/A

C. Proposed DADS A&I AAA cost per unit: $ -

Whole cost per unit: $ -

3. A. Proposed Service:

Transportation

B. Service Area:

CITY OF LUBBOCK

C. Proposed DADS A&I AAA cost per unit: $ 5.85

Whole cost per unit: $ 6.50

4. A. Proposed Service:

N/A

B. Service Area:

N/A

C. Proposed DADS A&I AAA cost per unit: $ -

Whole cost per unit: $ -

Signature:

I, _____, certify that the information provided in this application is true and
Printed Name

correct to the best of my knowledge.

_____ October 01, 2014
Authorized Signature Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

City of Lubbock TEXAS

CERTIFICATE OF SELF-INSURANCE

The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a $500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over $500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-00-02-30-0005 which expires on 10/01/15. The current net asset balance of the self-insurance fund is $5,577,031. The existing cash asset balance is $9,502,180 as of the date stated below.

By: _____
Lainey Castleberry
Risk Management Coordinator

Date: September 30, 2014

City of Lubbock TEXAS
PARKS AND RECREATION

DATE October 1, 2014

TO South Plains Association of Government

FROM City of Lubbock – Senior Center Programs

SUBJECT FY 2014-15 Operating Hours and Holidays for SPAG Grant

Name of Sites	Number of Serving Days	Days and Hours of Operation
Lubbock Senior Center	251	M-F 8:00 am - 5:00 pm
Rawlings Community Center	251	M-F 8:30 am - 4:00 pm
Simmons Senior Center	251	M-F 8:30 am - 4:00 pm
Trejo Supercenter	251	M-F 8:30 am - 4:00 pm
Homestead Senior Program	251	M-F 10:00 am - 1:00 pm

Holidays Observed	Dates
Thanksgiving Day	November 27, 2014
Day After Thanksgiving	November 28, 2014
Christmas Day	December 25, 2014
Christmas Holiday	December 26, 2014
New Year's Day	January 1, 2015
Martin Luther King, Jr. Day	January 19, 2015
Good Friday	April 3, 2015
Memorial Day	May 25, 2015
4th of July	July 3, 2015
Labor Day	September 7, 2015

Area Agency on Aging

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING
VENDOR AGREEMENT

City of Lubbock, hereinafter referred to as Vendor, and the South Plains Association of Governments Area Agency on Aging (AAA) do hereby agree to provide services effective beginning October 1, 2014, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

1. SCOPE OF SERVICES

A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:
CONGREGATE MEALS
TRANSPORTATION

Service Definition:
CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

TRANSPORTATION - Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit Definition:

CONGREGATE MEALS: One Meal
TRANSPORTATION – Demand/Response: One One-way Trip

Service Area *(To be filled in by provider. Please type or print neatly)*:

CITY OF LUBBOCK

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	6.97	N/A	N/A
Transportation	5.85	N/A	N/A

TERMS OF AGREEMENT

A. The Vendor agrees to:

1. provide services in accordance with current or revised DADS policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2nd working day** day of each month following the last day of the month in which services were provided.
   a. If the 2nd working day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
   b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
   c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. notify the AAA Director immediately if, for any reason, the Vendor becomes unable to provide the service(s).
5. maintain communication and correspondence concerning program participants' status.
6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.
8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. if applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Vendor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Vendor is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies saves and holds harmless the South Plains Association of Governments AAA against expense or liability

of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.

4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Vendor as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Vendor's invoice.

ASSURANCES

The Vendor shall comply with:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*)
B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
G. Drug Free Workplace Act of 1988
H. Texas Senate Bill 1 - 1991, as applicable
I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
J. Certification Regarding Debarment - 45CFR §92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENTS
   A. Description of Assurances A – H listed in section 3 of this document.
   B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2014.

Authorized Vendor Signature

Print Name

Title

October 1, 2014
Date



Authorized Signature

South Plains Association of Governments
Agency

P.O. Box 3730 – Freedom Station
Address

Lubbock, Texas 79452
City, State, Zip

October 1, 2014
Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

ASSURANCES ATTACHMENT

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688), which prohibits the use of federal money to support sexually discriminatory practices in education programs such as sexual harassment and employment discrimination, and to provide individual citizens effective protection against those practices.

F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.

G. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.

H. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §85.201.

Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (TDADS)) to screen each covered potential vendor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered vendor/grantee must also screen each of its covered sub vendors/providers.

In this certification "vendor/grantee" refers to both vendor/grantee and sub-vendor/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/sub-grant.

By signing and submitting this certification the potential vendor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

2. The potential vendor/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential vendor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant', "person", "principal", "proposal" and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential vendor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services. United States Department of

Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed contract? __X__ YES _____ NO

5. The potential vendor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A vendor/grantee may rely upon a certification of a potential sub-vendor/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the vendor/grantee knows that the certification is erroneous. A vendor/grantee must, at a minimum, obtain certifications from its covered sub-vendors/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a vendor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a vendor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential vendor/grantee:

__X__ The potential vendor/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential vendor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach an explanation for each of the above terms to which it is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL VENDOR/GRANTEE **City of Lubbock**

VENDOR ID NO. /FEDERAL EMPLOYER'S ID NO. **1-75-6000590-6**

Laura D Pratt
Signature of Authorized Representative

Laura Pratt
Printed/Typed Name of Authorized Representative

Assistant City Attorney
Title of Authorized Representative

October 1, 2014
Date

This certificate is for FY 2015, period beginning October 1, 2014 and ending September 30, 2015.

DEFINITIONS

Covered Contract/Grant and Subcontracts/Sub-grants.

(1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Department of Aging and Disability Services or its agents/grantees and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
   a. Principal investigators.
   b. Providers of audit services required by the Texas Department of Aging and Disability Services or federal funding source.
   c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other an Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities: or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.
(2) Providers of audit services required by the Texas Department of Aging and Disability Services or federal funding source.
(3) Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

9/23/14 1:44 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 214,923.41

2. Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA	14,355	Other Funds Eligible Meals	9,273	Other Sources 5	0	
Program Income	5,372	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 29,000

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 7.41

Reimbursement Calculation

		DADS A&I AAA
4. Projected NSIP per Meal Value		0.69
5. Rate Less NSIP per Meal Value		$ 6.72
6. Mandatory Local Match of 10%	$ 0.67	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ (0.23)	
Required Cash Match		$ 0.44
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 6.97

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

October 1, 2014
Date

Area Agency on Aging of South Plains
Name of Area Agency on Aging

Tim C. Pierce
Printed/Typed Name of Signer

Signature

October 1, 2014
Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

9/23/14 1:45 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock	
Name of Contracted Provider	Printed/Typed Name of Signer
October 1, 2014	
Date	Signature

Signer Authority:	☐	Sole Proprietor	☐	Association Officer
(check one)	☐	Partner	☐	Board Member
	☐	Corporate Officer	☑	Governmental Official

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

9/23/14 1:46 PM

AAA Name: Area Agency on Aging of South Plains

Congregate Meals

IN-KIND MATCH CERTIFICATION

Provider: City of Lubbock

In-kind Contribution(s): $5,459

For any item identified below, you must maintain support documentation.

ITEM	DATE OF RECEIPT	VALUE
RSVP Volunteers @ Lubbock Senior Center		
3 Volunteers x 1 hr/day X 251 X $7.25/hr Minimum Wage		$5,459
	TOTAL	$5,459

Note: All contributions must meet the requirements of IRS Publication 561
http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at http://www.tracer2.com/.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

City of Lubbock
Name of Contracted Provider

Printed/Typed Name of Signer

October 1, 2014
Date

Signature

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

9/23/14 1:48 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1.Total Budgeted Expenses for Contract Year						1.	$ 46,143.27
2.Total Number of Anticipated Units to be Provided							
DADS A&I AAA - 10 % Match Required	4,118	Program Income	157	Other Sources 6	0		
DADS A&I AAA - 25 % Match Required	0	Local Funds - Eligible Trips	2,825	Other Sources 7	0		
DADS A&I AAA - Full Unit Rate	0	Other Funds - Non-Eligible Trips	0	Other Sources 8	0	2.	7,100
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate						3.	$ 6.50

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	$ 0.65		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 0.65
5.Full Unit Rate Less Required Match (Line 3 minus Line 4)		5.	$ 5.85

4. Mandatory Local Match of 25%	$ 1.63		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 1.63
5.Full Unit Rate Less Required Match (Line 3 minus Line 4)		5.	$ 4.87

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

$ 6.50

Contractor Initial _____ AAA Initial _____

City of Lubbock	Area Agency on Aging of South Plains
Legal Name of Contracted Provider	Name of Area Agency on Aging
Signature	Signature
	Tim C. Pierce
Printed/Typed Name of Signer	Printed/Typed Name of Signer
10/01/14	10/01/14
Date	Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

9/23/14 1:50 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

City of Lubbock	
Name of Contracted Provider	Printed/Typed Name of Signer
October 1, 2014	
Date	Signature

Signer Authority: (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☒ Governmental Official

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Laura Pratt Assistant City Attorney

Regular City Council Meeting **6. 3.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution – Water Resources: Consider a resolution authorizing the Mayor to sign a deed notice on City of Lubbock property located at the former Fire Training Academy at 401 North Ash Street in Lubbock, Texas, a 69.196 acre tract or parcel of land out of Block A, Section 79 and 80, Tract "A" - Municipal Hill Addition, Lubbock County, Texas.

Item Summary

In 1996, the City was directed by the State of Texas to assess and remediate contaminants found at the former Fire Training Academy (FTA) site located at 401 North Ash Street in Lubbock, Texas. Subsequently, the City began performing the necessary soil and groundwater assessment and cleanup at the FTA facility. During June 2011, the City Council adopted a resolution and ordinance establishing a Municipal Setting Designation (MSD) in the FTA area to protect the public from potential exposure to elevated concentrations of contaminants in the groundwater. After the TCEQ gave their final approval of the MSD, they approved the City's plans to plug and abandon all monitor wells associated with the site. Well plugging and the collection of additional soil samples were completed in September 2013. Some of the final soil analysis indicated slightly elevated soil contamination in two areas above residential soil protective concentration levels (PCL's), but within commercial/industrial soil PCL's.

Therefore, as a final requirement for site closure (no further action), the TCEQ directed the City to approve and file a deed notice/restriction with the Lubbock County Clerk's office. This restriction prohibits the use of 4.36 acres of the property for residential purposes. If it can be demonstrated at a later date that the soil contaminant levels have reduced sufficiently, the deed restriction can be removed from the property upon approval by the TCEQ.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Deed Notice - Municipal Hill

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, Texas, a Deed Notice in connection with the use of certain real property located at the former Fire Training Academy, in Block A, Sections 79 and 80, Tract "A" Municipal Hill Addition, as required by the Texas Commission on Environmental Quality's Texas Risk Reduction Program Rule. Said Deed Notice 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:

_____
Aubrey Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.TCEQ-Old Fire Training Academy
11.14.14

Texas Risk Reduction Program

Deed Notice

STATE OF TEXAS	§
	§
COUNTY OF LUBBOCK	§

This Notice is filed to provide information concerning certain environmental conditions and/or use limitations pursuant to the Texas Commission on Environmental Quality (TCEQ) Texas Risk Reduction Program Rule (TRRP) found at 30 Texas Administrative Code (TAC), Chapter 350, and affects the real property (Property) described as follows:

69.196-Acres out of Block A, Section 79 & 80, Tract "A" - Municipal Hill Addition, being described on Exhibit A attached hereto and incorporated herein by reference. The RCRA-8 metals (silver, arsenic, barium, cadmium, chromium, mercury, lead, and selenium), TPH (Total Petroleum Hydrocarbons), Polychlorinated Biphenyls (PCBs), Volatile Organic Compounds (VOCs), Poly Aromatic Hydrocarbons (PAHs), Dioxins/Furans, and Pesticides remains dissolved in the groundwater and in the soils as to a portion of the Property, as described on Exhibit B, attached hereto and incorporated herein by reference ("Affected Property").

Portions of the soils and groundwater of the Property contain certain identified chemicals of concern causing those portions of the Property to be considered an Affected Property as that term is defined in the TRRP. The portion considered to be Affected Property is described as follows:

4.36-Acres out of Block A, Section 79 & 80, Tract "A" - Municipal Hill Addition, being described within Exhibit B attached hereto and incorporated herein by reference. The Affected Property includes the Former Truck Pit area (approximately 20 feet X 40 feet) and the Former Catch Basin Pit area (approximately 20 feet X 30 feet). None of the contaminants of concern in the soils exhibit contaminant concentrations that exceed the critical Protective Concentration Levels on the Affected Property. Contaminants including 1,2,4 –Trichlorobenzene, 1,4-Dichlorobenzene, 1,2-Dibromoethane, Benzene, Chlorobenzene, and Arsenic continue to exceed the critical Protective Concentration Levels on the Affected Property in the groundwater but is addressed in another institutional control (Municipal Setting Designation Number 175).

This Notice is required for the following reasons:

The Affected Property currently meets TRRP Remedy Standard A for

commercial/industrial use. Based on the reports, the chemicals of concern pose no significant present or future risk to humans or the environment based on commercial/industrial land use. No further remediation of the Affected Property is required by the TCEQ as long as the Affected Property is not to be used for residential purposes as the property may not be protective for residential use. If any person desires in the future to use the Affected Property for residential purposes, the TCEQ must be notified at least 60 days in advance of such use and additional response actions may be necessary before the property may be used for residential purposes. Persons contemplating a change in land use for the Affected Property are encouraged to review the definitions for commercial/industrial and residential land use contained in TRRP as the definition of residential land use is broad.

As of the date of this Notice, the record owner of fee title to the Property is *City of Lubbock* with an address of *P O Box 2000, Lubbock, TX 79457-0001.*

For additional information, contact:

TCEQ	Mail:	TCEQ - MC 199
Central Records		P O Box 13087
12100 Park 35 Circle, Building E		Austin, Texas 78711-3087
Austin, Texas 78753		

TCEQ Program and Identifier No.: ***TCEQ Notice of Violation (NOV) dated May 17. 2001; TCEQ SWR No. 62058; EPA ID No. TXR000036624; Customer No. CN6000130736; Regulated Entity No. RN101633337***

This Notice may be rendered of no further force or effect only by a superseding deed notice executed by the TCEQ or its successor agencies and filed in the same Real Property Records as those in which this Deed Notice is filed.

Executed this _____day of _____, 2014

OWNER
City of Lubbock, Texas

By:_____
Glen C. Robertson, Mayor

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged BEFORE ME, on this the _____ day of _____, 2014, by Glen C. Robertson, Mayor of the ***City of Lubbock*** on behalf of the said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____ day of _____, 2014.

Notary Public in and for the State of Texas

County of _____

My Commission Expires:_____

Exhibit A
Property Description

69.196-Acres out of Block A, Section 79 & 80, Tract "A" - Municipal Hill Addition, Lubbock, Lubbock County, Texas, as described in that certain Dedication Deed, dated July 22, 1982, executed by the City of Lubbock, Resolution No. 1153, recorded in Volume 1795, Page 282 Real Property Records, Lubbock County, Texas, said Dedication Deed being attached hereto, and made a part of Exhibit A.

RESOLUTION 1153 - 7/22/82

CITY OF LUBBOCK
PLANNING DEPT.
P. O. BOX 2000
LUBBOCK, TEXAS 79457
Steve Gilbreath

VOL 1755 PAGE 282

2200 ck

1221.0

DEDICATION DEED

THE STATE OF TEXAS §

COUNTY OF LUBBOCK § 18270

REGISTERED
RECORDED
INDEXED
COMPARED

This is to certify that the City of Lubbock, a home rule municipality located in Lubbock County, Texas, is the sole owner of a tract of land more particularly described as follows:

Property described on Exhibit A attached.

the undersigned does hereby plat the above-described property into lots and blocks, designating streets, alleys, easements (surface and/or underground), and other properties therein shown in accordance with the attached map, prepared by Tommie E. Anderson, Registered Public Land Surveyor, on the 29th day of June, 1982, and approved by the Planning Commission of the City of Lubbock on the 7th day of July, 1982, and desiring to have the said property platted and duly filed for record as required by law, all as shown on the attached map;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of its property, the undersigned does hereby DEDICATE all the streets, alleys, easements (surface and/or underground), and other public properties thereon shown and designated upon said map to the PUBLIC for PUBLIC USE FOREVER; and by these presents does impress the name of "TRACT A, MUNICIPAL HILL ADDITION to the City of Lubbock, Lubbock County, Texas" upon said property for the correct reference and description thereon as indicated upon the attached map, and it does hereby adopt the name hereinabove stated and impress the same upon the said land, incorporating said map as a part of this dedication.

EXECUTED this 22nd day of July, 19 82.

BILL McALISTER, MAYOR

ATTEST:

Seal

Evelyn Gaffga, City Secretary-Treasurer

APPROVED AS TO CONTENT:

Guy Wilson, Water Utilities Engineer

APPROVED AS TO FORM:

J. Worth Fullingim, Asst. City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared BILL McALISTER, Mayor of the City of Lubbock, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City, and that he executed the same as the act of said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of July, 19 82.

Seal

Vicki Green
Notary Public, Lubbock County, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION of the plat limits of Tract "A", Municipal Hill Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears South a distance of 172.66 feet and West a distance of 213.95 feet from the Northeast corner of Section 80, Block "A", Lubbock County, Texas;

THENCE S. 22°54'20" E. a distance of 28.09 feet to a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having a radius of 905.37 feet, a central angle of 52°39'40", tangent lengths of 448.06 feet, and a chord distance of 803.15 feet;

THENCE S. 29°45'20" W. a distance of 1026.20 feet to a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having a radius of 905.37 feet, a central angle of 19°59'27", tangent lengths of 159.57 feet, and a chord distance of 314.29 feet;

THENCE N. 19°11'53" W. a distance of 363.25 feet;

THENCE S. 70°48'07" W. a distance of 223.00 feet;

THENCE S. 19°11'53" E. a distance of 417.91 feet;

THENCE Southwesterly around a curve to the right, said curve having a radius of 905.37 feet, a central angle of 13°14'15", tangent lengths of 105.06 feet, and a chord distance of 208.71 feet;

THENCE S. 77°43'12" W. a distance of 13.30 feet;

THENCE N. 14°12'53" W. a distance of 20.07 feet;

THENCE Northwesterly around a curve to the right, said curve having a radius of 1002.52 feet, a central angle of 13°13'12", tangent lengths of 116.17 feet, and a chord distance of 230.80 feet;

THENCE N. 87°49'44" W. a distance of 400.00 feet;

THENCE N. 62°04'30" W. a distance of 294.30 feet;

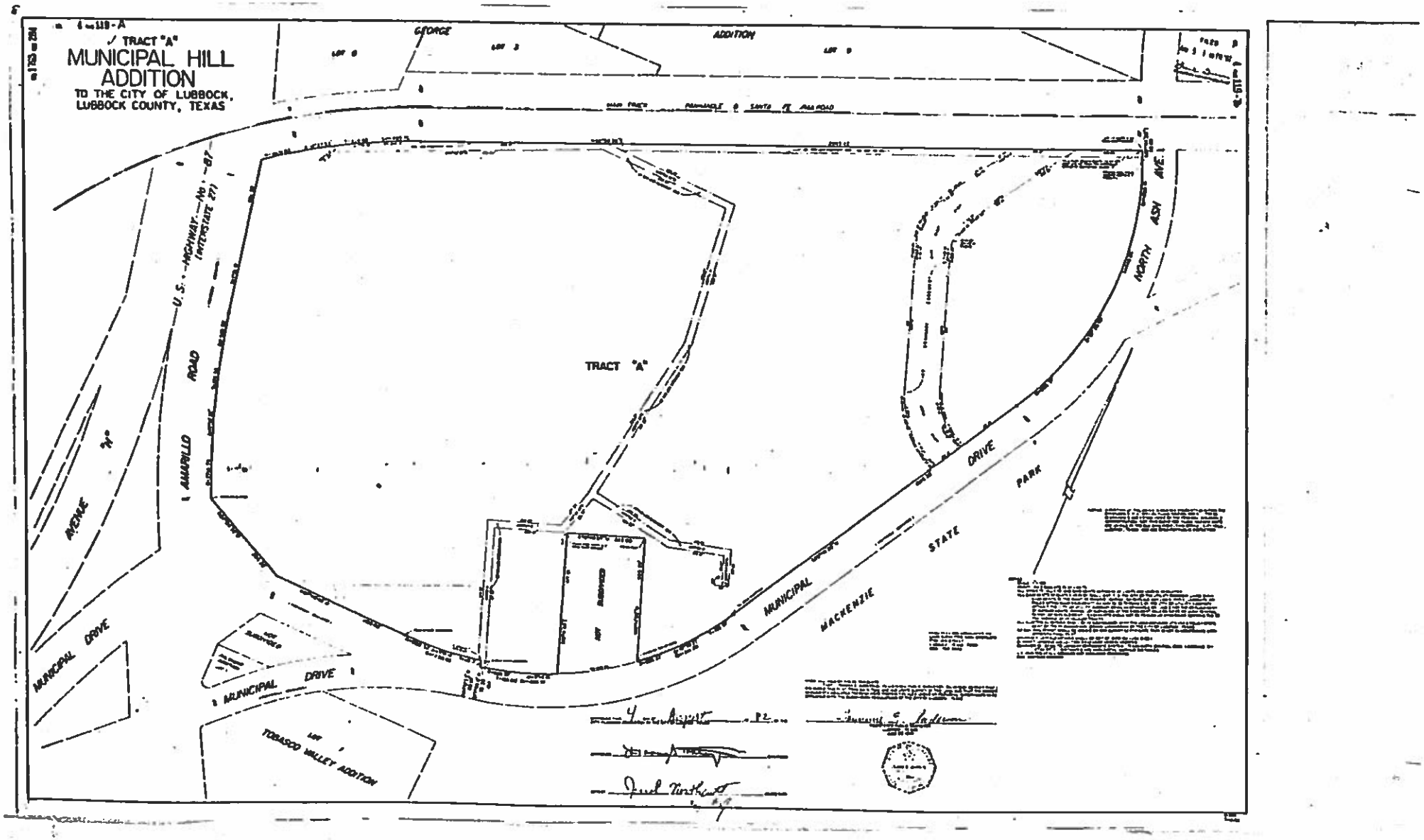
THENCE Northwesterly around a curve to the right, said curve having a radius of 2714.79 feet, a central angle of 11°32'26", tangent lengths of 274.34 feet, and a chord distance of 545.89 feet;

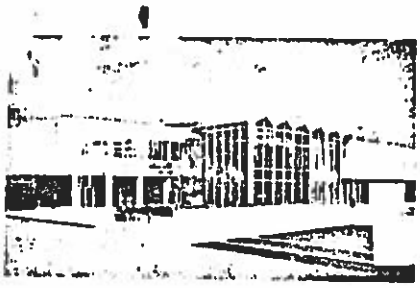
THENCE N. 11°21' W. a distance of 451.98 feet;

THENCE Northeasterly around a curve to the right, said curve having a radius of 1809.85 feet, a central angle of 14°27'53", tangent lengths of 229.68 feet, and a chord distance of 455.70 feet;

THENCE N. 66°59'35" E. a distance of 2065.22 feet to the Point of Beginning.

CONTAINS: 69.196 acres


TRACT "A"
MUNICIPAL HILL ADDITION
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS
TRACT "A"
AMARILLO ROAD
U. S. - HIGHWAY No. - 87 (INTERSTATE 27)
MUNICIPAL DRIVE
MACKENZIE STATE PARK DRIVE
NORTH ASH AVE.
TOBASCO VALLEY ADDITION



CITY OF LUBBOCK

762-6411
P. O. Box 2000
LUBBOCK, TEXAS 79457

Date August 82

File No. 1221.0

County Clerk
Lubbock County Court House
904 Broadway
Room 207
Lubbock, Texas 79401

Dear Sir:

This is to certify that a plat titled Municipal Hill Add Tract A prepared by T. Anderson was approved by the Planning and Zoning Commission on 7 July 1982.

Sincerely yours,

H. David Jones

H. David Jones
Senior Planner

HDJ:sl

Acreage of recorded plat:

☒ Surveyor's Field Notes 69.196

☐ Other _____

FILED
AUG 5 1 30 PM '82
County Clerk, Lubbock County, Texas

STATE OF TEXAS
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of Lubbock County, Texas as stamped hereon by me.

Deeds

AUG 5 1982

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

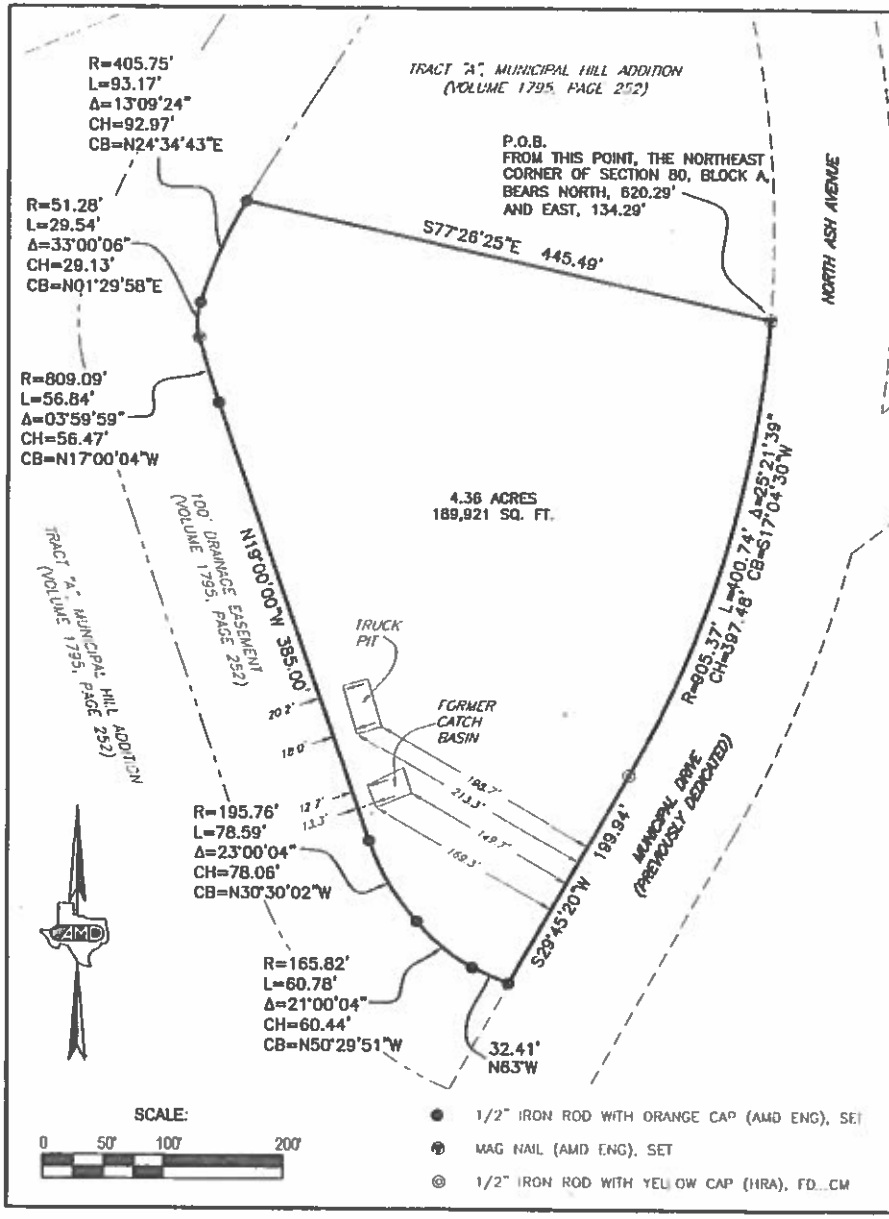
VOL 1795 PAGE 285

Exhibit B
Affected Property Description

4.36-Acres out of Block A, Section 79 & 80, Tract "A" - Municipal Hill Addition, Lubbock, Lubbock County, Texas including the Former Truck Pit area (approximately 20 feet X 40 feet) and the Former Catch Basin Pit area (approximately 20 feet X 30 feet).

The attached Plat of Survey map of the Former Fire Training Academy Site shows the 'Affected Property – Truck Pit (20 feet X 40 feet) and Former Catch Basin (20 feet X 30 feet)' with property plat divisions and descriptions.

Affected Property - Truck Pit & Former Catch Basin
Former Fire Training Academy
102 East Municipal Drive
Lubbock, Texas - 79403
TCEQ Solid Waste No. 62058
Project No 04-3050
Exhibit B
Enprotec / Hibbs & Todd
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
(806) 794-1100 | (806) 794-0778 fax
P.E. Firm Registration No. 1131 P.G. Firm Registration No. 50103
RPLS Firm Registration No. 10011300 & 10001300
Designed by: A. Chatterjee
Drawn by: K. Anderson
Checked by: F. Cumutt
Date: October 2014
Scale: As Noted
LEGEND
Affected Property
Scale: 1" = 100'
N
MUNICIPAL DR.
N ASH AVE
803.15'
Former Fire Training Academy Site
TRUCK PIT
FORMER CATCH BASIN
Fleet Services
TRACT "A"
RAILROAD



Perimeter Description

Metes and Bounds Description on a 4.36 acre (189,921 sq. ft.) tract of land out of Tract "A", Municipal Hill Addition to the City of Lubbock, Lubbock County, Texas, recorded in Volume 1795, Page 252, Deed Records of Lubbock County, Texas, and out of Section 80, Block A, Lubbock County, Texas and being more particularly described as follows:

Beginning at a mag nail, set in West Right of Way Line of Municipal Drive for the Northeast and beginning corner of this tract, whence the Northeast corner of said Section 80, Block A, bears North, a distance of 620.29 feet and East, a distance of 134.29 feet;

Thence Southwesterly along the said West Right of Way Line of Municipal Drive, along a curve to the right having a radius of 905.37 feet, an arc length of 400.74 feet, a central angle of 25°21'39", a chord distance of 397.48 feet, and a chord bearing of S17°04'30"W to a 1/2" iron rod with yellow cap (HRA, found for a corner of this tract;

Thence S29°45'20"W, along said West Right of Way Line of Municipal Drive, a distance of 199.94 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the East line of a 100 foot wide drainage easement dedicated by plat in Volume 1795, Page 252, Deed Records of Lubbock County, Texas, for the most Southerly corner of this tract;

Thence N83°W, along said drainage easement, a distance of 32.41 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Northwesterly along said drainage easement, along a curve to the right having a radius of 165.82 feet, an arc length of 60.78 feet, a central angle of 21°00'04", a chord distance of 60.44 feet, and a chord bearing of N50°29'51"W to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Northwesterly along said drainage easement, along a curve to the right having a radius of 195.76 feet, an arc length of 78.59 feet, a central angle of 23°00'04", a chord distance of 78.06 feet, and a chord bearing of N30°30'02"W to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence N19°W, along said drainage easement, a distance of 385.00 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Northwesterly along said drainage easement, along a curve to the right having a radius of 809.09 feet, an arc length of 56.84 feet, a central angle of 03°59'59", a chord distance of 56.47 feet, and a chord bearing of N17°00'04"W to a mag nail, set for a corner of this tract;

Thence Northeasterly along said drainage easement, along a curve to the right having a radius of 51.28 feet, an arc length of 29.54 feet, a central angle of 33°00'06", a chord distance of 29.13 feet, and a chord bearing of N01°29'58"E to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Northeasterly along said drainage easement, along a curve to the right having a radius of 405.75 feet, an arc length of 93.17 feet, a central angle of 13°09'24", a chord distance of 92.97 feet, and a chord bearing of N24°34'43"E to a 1/2" iron rod with orange cap (AMD ENG), set for the Northwest corner of this tract;

Thence S77°26'25"E, a distance of 445.49 feet to the Point of Beginning.

Containing 4.36 acres (189,921 Sq. Ft.)

Surveyors Report:

This plat was prepared for the exclusive use of the individual and/or institutions named on this survey. It is non-transferable to additional institutions or individuals without expressed recertification by AMD Engineering, LLC.

This plat is the property of AMD Engineering, LLC. Reproduction of this plat for any purpose is expressly forbidden without the written consent of an authorized agent of AMD Engineering, LLC.

This survey is subject to any facts which may be disclosed by a full and accurate title search.

Record documents other than those shown may affect this tract.

Heavy lines indicate plat limits.

Bearings are based on the Final Plat of Tract A, Municipal Hill Addition.

I, Charles Lynn Sawyer, Registered Professional Land Surveyor, do hereby certify that this plat and description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Charles Lynn Sawyer
Registered Professional Land Surveyor #5809
Survey Date: October 13, 2014
Job No. 14146

CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite B
Lubbock, TX 79423
Phone: 806-771-5878
Fax: 806-771-7925
Accuracy - Efficiency - Integrity

PLAT OF SURVEY

OF A 4.36 ACRE (189,921 SQ. FT.) TRACT OUT OF LAND OUT OF TRACT "A", MUNICIPAL DRIVE, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, RECORDED IN VOLUME 1795, PAGE 252, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, AND OUT OF SECTION 80, BLOCK A, LUBBOCK COUNTY, TEXAS

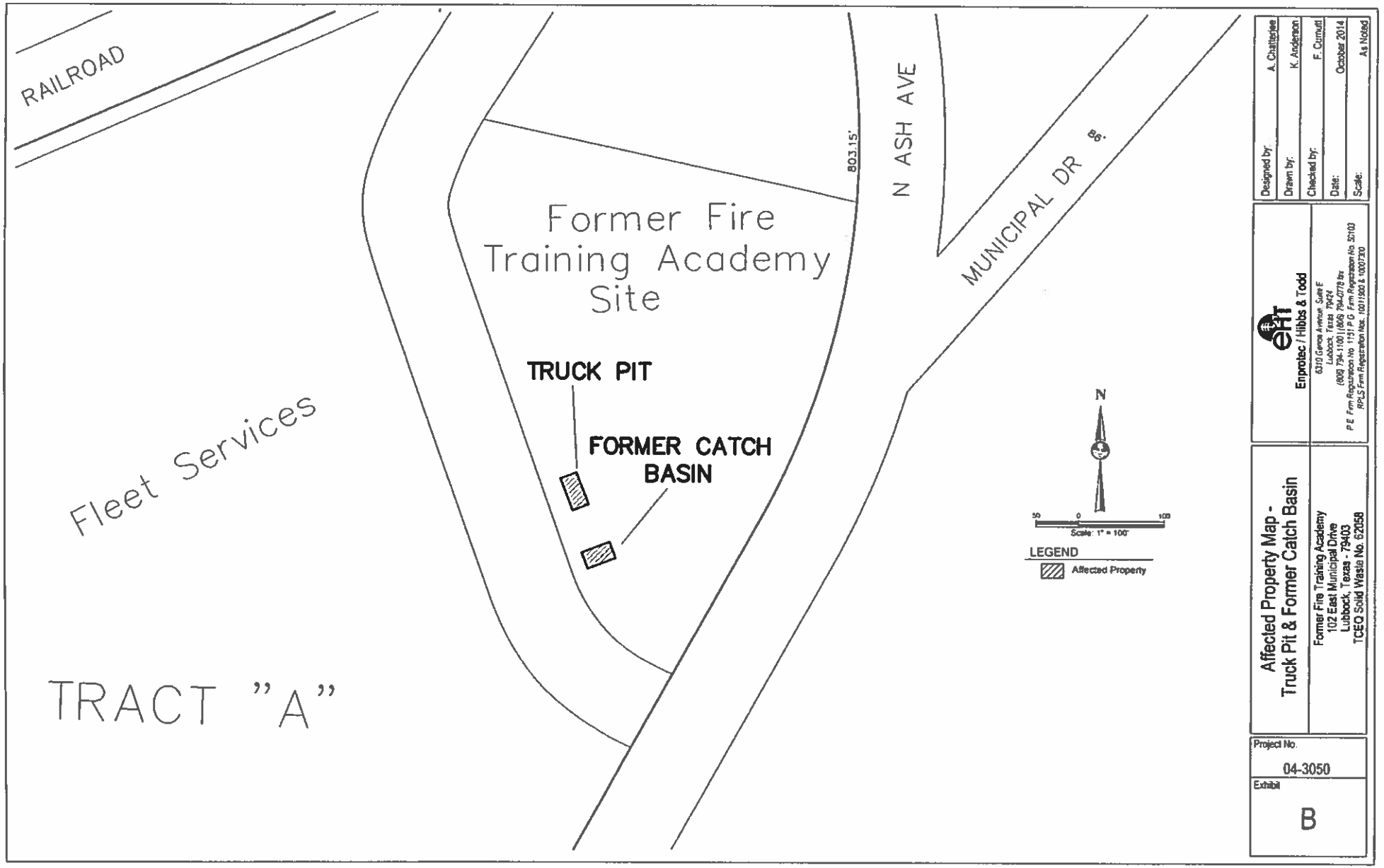
PREPARED FOR:
EHT FRED CURNUTT

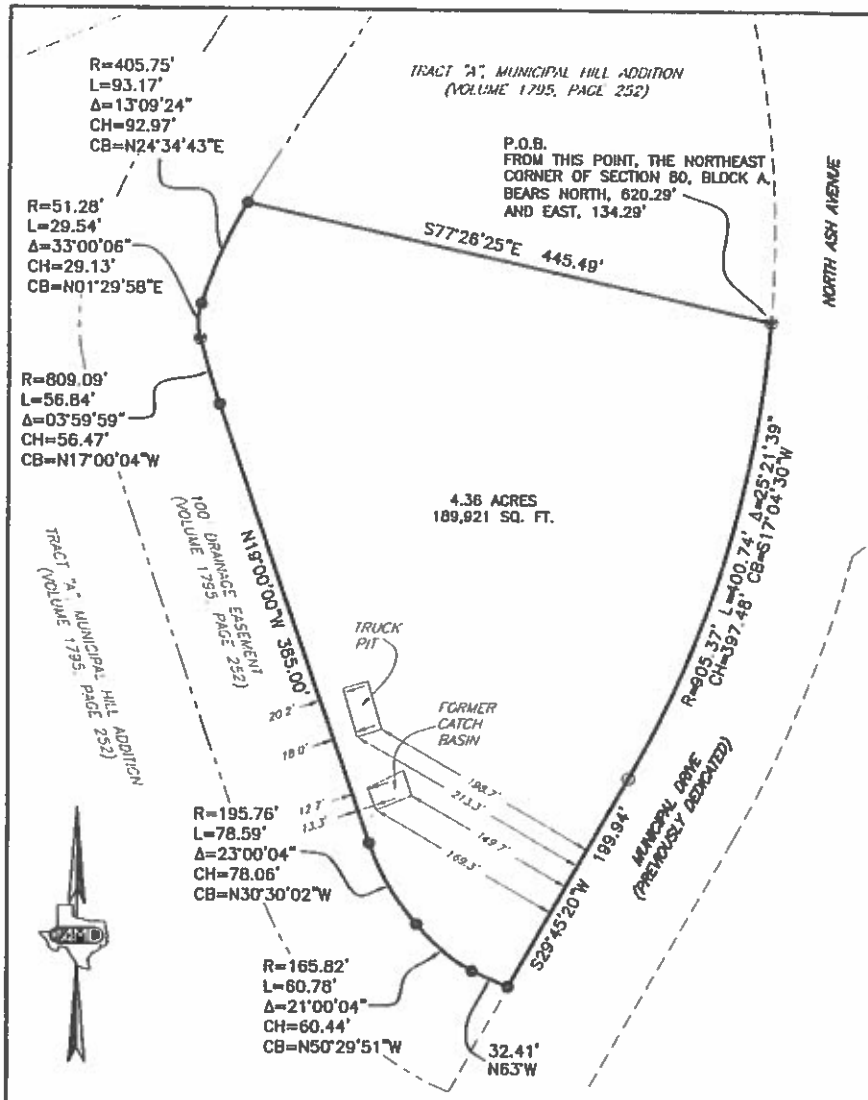
DRAWN BY: JDN
CHECKED BY: CLS
JOB NUMBER: 14143

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The attached Plat of Survey map of the Former Fire Training Academy Site shows the 'Affected Property – Truck Pit (20 feet X 40 feet) and Former Catch Basin (20 feet X 30 feet)' with property plat divisions and descriptions.


RAILROAD
Former Fire Training Academy Site
803.15'
N ASH AVE
MUNICIPAL DR
86'
TRUCK PIT
FORMER CATCH BASIN
Fleet Services
TRACT "A"
N
50
0
100
Scale: 1" = 100'
LEGEND
Affected Property
Designed by: A. Chatterjee
Drawn by: K. Anderson
Checked by: F. Cumutt
Date: October 2014
Scale: As Noted
Enprotec / Hibbs & Todd
6310 Genoa Avenue, Suite F
Lubbock, Texas 79424
(806) 794-1100 | (866) 794-0778 fax
P.E. Firm Registration No. 1151 | P.G. Firm Registration No. 50103
RPLS Firm Registration Nos. 10011900 & 10007200
Affected Property Map -
Truck Pit & Former Catch Basin
Former Fire Training Academy
102 East Municipal Drive
Lubbock, Texas - 79403
TCEQ Solid Waste No. 62058
Project No.
04-3050
Exhibit
B



Perimeter Description

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I, Charles Lynn Sawyer, Registered Professional Land Surveyor, do hereby certify that this plat and description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Charles Lynn Sawyer
Registered Professional Land Surveyor #5809
Survey Date: October 13, 2014
Job No. 14146

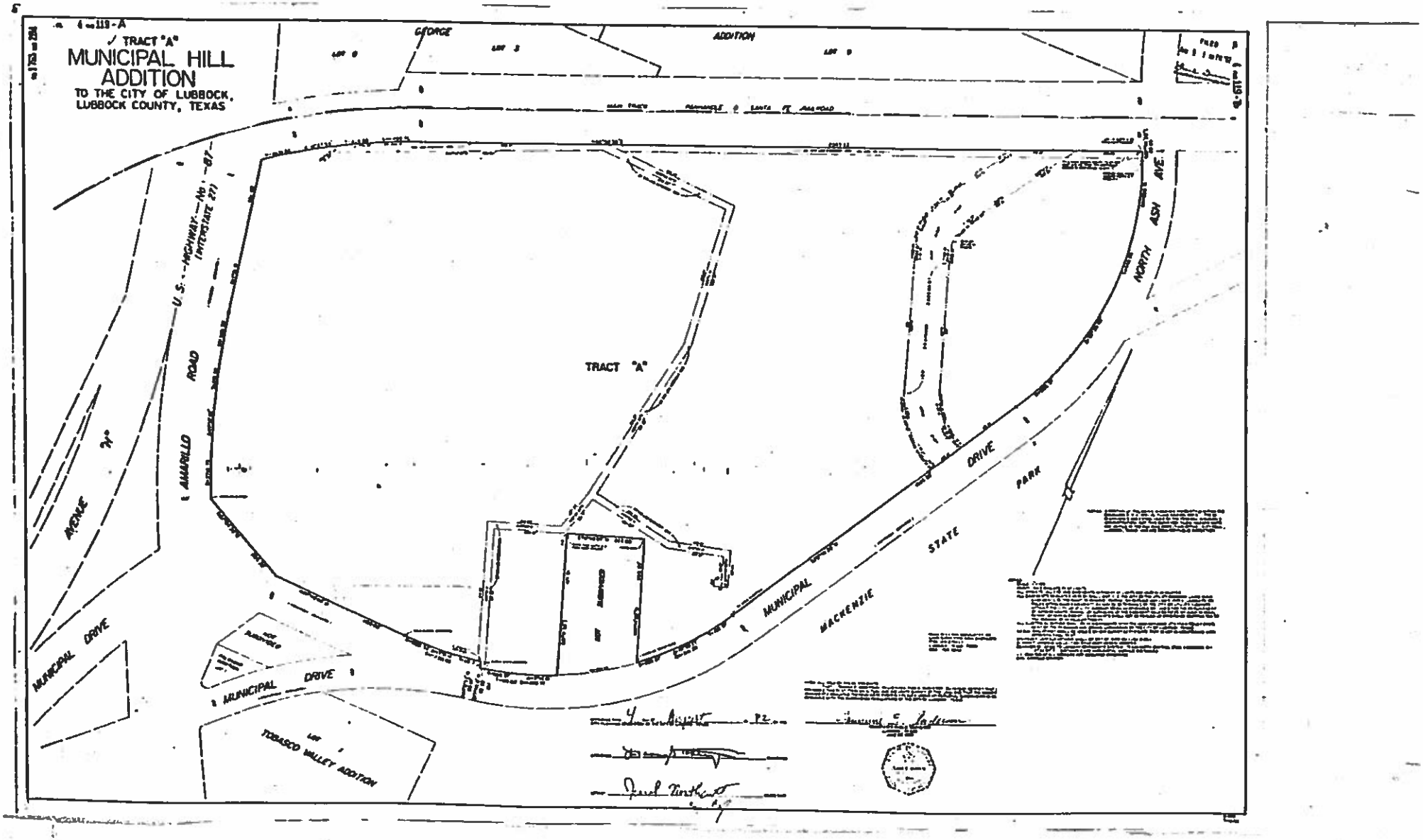
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 6
Lubbock, TX 79423
Phone: 806-771-5576
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

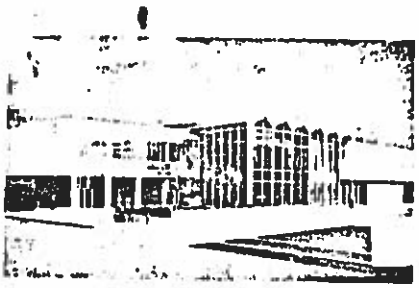
PLAT OF SURVEY

OF A 4.36 ACRE (189,921 SQ. FT.) TRACT OUT OF LAND OUT OF TRACT "A", MUNICIPAL DRIVE, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, RECORDED IN VOLUME 1795, PAGE 252, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, AND OUT OF SECTION 80, BLOCK A, LUBBOCK COUNTY, TEXAS

PREPARED FOR: ENT FRED CURNUTT

DRAWN BY: JDN
CHECKED BY: CLS
JOB NUMBER: 14143


TRACT "A"
MUNICIPAL HILL ADDITION
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS
GEORGE
ADDITION
TRACT "A"
U.S. HIGHWAY NO. 87 (INTERSTATE 27)
AMARILLO ROAD
NORTH ASH AVE.
MUNICIPAL DRIVE
MACKENZIE STATE PARK DRIVE
TOBASCO VALLEY ADDITION



CITY OF LUBBOCK

762-6411
P. O. Box 2000
LUBBOCK, TEXAS 79457

Date August 82

File No. 1221.0

County Clerk
Lubbock County Court House
904 Broadway
Room 207
Lubbock, Texas 79401

Dear Sir:

This is to certify that a plat titled Municipal Hill Add Tract A. prepared by T. Anderson was approved by the Planning and Zoning Commission on 7 July 1982.

Sincerely yours,

H. David Jones

H. David Jones
Senior Planner

HDJ:si

Acreage of recorded plat:

☒ Surveyor's Field Notes 69.196

☐ Other _____

FILED
AUG 5 1 30 PM '82
County Clerk Lubbock County, Texas

STATE OF TEXAS
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of Lubbock County, Texas as stamped hereon by me

Deeds

AUG 5 1982

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

VOL 1795 PAGE 285

Regular City Council Meeting **6. 4.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute contract 11984 with Utility Contractors of America, Inc. for Northwest Reclamation Plant-Potable Water Pipeline, RFP 14-11984-TF.

Item Summary

This project involves construction of 16-inch and 12-inch potable water pipeline along North Slide Road from Marshal Street to the Northwest Water Reclamation Plant location.

Eight proposals were received from the following contactors:

Contractor	Amount
Utility Contractors of America, Inc. of Lubbock, TX	1,245,847
Condie Construction Company, Inc. of Springville, UT	1,288,139
Lewis Construction Company, Inc. of Dumas, TX	1,404,187
Deerwood Construction, Inc. of Lubbock, TX	1,421,738
L. Howard Construction, Inc. of Abernathy, TX	1,433,264
Garney Companies, Inc. of Kansas City, MO	1,518,202
Archer Western Construction, LLC of Irving, TX	1,578,245
MH Civil Constructors, Inc. of Amarillo, TX	$989,941 (*NQAS)

* Not quoted as specified.
MH Civil Constructors, Inc. of Amarillo, TX submitted a bid that did not meet the specifications of the projects and withdrew their bid.

The City Engineer appointed an evaluation committee consisting of City Engineering staff and representatives from Hugo Reed and Associates, Inc. each proposal was evaluated based on Price (60%), Contractor Qualifications (20%), Safety Record Questionnaire (5%), and Construction Time (15%). The following weighted scores were developed for each proposal:

Contractor	Score
Utility Contractors of America, Inc. of Lubbock, TX	94.30

Condie Construction Company, Inc. of Springville, UT	88.60
Garney Companies, Inc. of Kansas City, MO	87.20
Lewis Construction Company, Inc. of Dumas, TX	83.90
Archer Western Construction, LLC of Irving, TX	82.25
Deerwood Construction, Inc. of Lubbock, TX	81.40
L. Howard Construction, Inc. of Abernathy, TX	79.70

The evaluation committee recommends awarding the bid to the highest ranked proposal and the lowest bidder, Utility Contractors of America, Inc. of Lubbock, TX for the contract amount of $1,245,847. The contract is awarded by the unit price. The total amount of the award is estimated based on the expected quantities and actual expenditures may be more of less depending on actual need. The price per unit will not change. Time for completion is 110 consecutive calendar days with liquidated damages of $500 for each consecutive calendar day in excess of the time set forth for the completion of this project.

Fiscal Impact

$75.8 million is appropriated in Capital Improvement Project 92221, NorthWest Water Reclamation Plant, with $1,245,847 available for this purpose.

Staff/Board Recommending

Keith Smith, PE, Director of Public Works

Attachments

Resolution & Contract - UCA

Budget Detail

CIP Detail

RESOLUTION

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

THAT City of Lubbock Bid No. 14-11984-TF is awarded to Utility Contractors of America, Inc., for Northwest Water Reclamation Plant-Potable Water Pipeline, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock a contract for said activities with Utility Contractors of America, Inc., consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Bid Award-Utility Contractors
September 30, 2014

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: September 18, 2014

PROJECT NUMBER: **RFP 14-11984-TF - Northwest Water Reclamation Plant – Potable Water Pipeline**

Proposal of Utility Contractors of America, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Northwest Water Reclamation Plant – Potable Water Pipeline** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization, including move-in/move-out related costs, complete, for the lump sum.	LS	1	60,000^{00}	60,000^{00}
2	Provide and maintain a SWPPP – Including preparation, NOI, NOT, and all other work considered incidental to this item, for the lump sum.	LS	1	5,000^{00}	5,000^{00}
3	Tree removal, as necessary for the successful execution of the work, for the lump sum.	LS	1	3,000^{00}	3,000^{00}
4	Furnish and install 6" C-900 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	60	36^{00}	2,160^{00}
5	Furnish and install 8" C-900 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	60	40^{00}	2,400^{00}
6	Furnish and install 12" C-900 PVC water line (0-6' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	2,770	32^{00}	88,640^{00}
7	Furnish and install 12" C-900 PVC water line (6'-8' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	295	48^{00}	14,160^{00}
8	Furnish and install 12" C-900 PVC water line (8'-10' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	336	58^{00}	19,488^{00}
9	Furnish and install 12" C-900 PVC water line (10'-12' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	93	65^{00}	6,045^{00}
10	Furnish and install 12" C-900 PVC water line (12'-14' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	97	75^{00}	7,275^{00}
11	Furnish and install 16" C-900 PVC water line (0-6.5' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	3,414	55^{00}	187,770^{00}
12	Furnish and install 16" C-900 PVC water line (6'-8' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	189	62^{00}	11,718^{00}
13	Furnish and install 16" C-900 PVC water line (8'-10' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	402	80^{00}	32,160^{00}
14	Furnish and install 16" C-900 PVC water line (10'-12' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	660	88^{00}	58,080^{00}
15	Furnish and install 16" C-900 PVC water line (12'-14' cut), including all labor, material and equipment, complete in place, per linear foot.	LF	377	98^{00}	36,946^{00}

REVISED

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
16	Furnish and install 10" C-900 PVC water line and 16" welded steel casing pipe or tunnel liner plate IN BORE, including all labor, material and equipment, complete in place per linear foot.	LF	134	200.00	26,800.00
17	Furnish and install 12" C-900 PVC water line and 20" welded steel casing pipe or tunnel liner plate IN BORE, including all labor, material and equipment, complete in place per linear foot.	LF	448	230.00	103,040.00
18	Furnish and install 12" C-900 PVC water line and 20" welded steel casing pipe or tunnel liner plate IN BORE under U.S. Highway 84 and BNSF railroad, including all labor, material and equipment, complete in place per linear foot.	LF	556	392.00	217,952.00
19	Furnish and install 16" C-900 PVC water line and 22" welded steel casing pipe or tunnel liner plate IN BORE, including all labor, material and equipment, complete in place per linear foot.	LF	462	255.00	117,810.00
20	Furnish and install 16" C-900 PVC water line IN BORE with no casing pipe required, including all labor, material and equipment, complete in place per linear foot.	LF	75	160.00	12,000.00
21	Furnish and install Trench excavation protection per OSHA requirements, including all labor, material and equipment, complete in place per linear foot.	LF	8,633	0.10	863.30
22	Furnish and install 6" gate valve and valve box, including all labor, material and equipment, complete in place per each.	EA	12	800.00	9,600.00
23	Furnish and install 8" gate valve and valve box, including all labor, material and equipment, complete in place per each.	EA	4	1,300.00	5,200.00
24	Furnish and install 10" gate valve and valve box, including all labor, material and equipment, complete in place per each.	EA	2	1,900.00	3,800.00
25	Furnish and install 12" gate valve and valve box, including all labor, material and equipment, complete in place per each.	EA	15	2,200.00	33,000.00
26	Furnish and install 16" butterfly valve and valve vault, including all labor, material and equipment, complete in place per each.	EA	7	7,000.00	49,000.00
27	Furnish and install 2" air/vacuum relief valve, valve vault and riser pipe, including all labor, material and equipment, complete in place per each.	EA	5	5,500.00	27,500.00
28	Furnish and install 30"x16" tapping sleeve and 16" tapping valve including all labor, material and equipment, complete in place per each.	EA	1	16,000.00	16,000.00
29	Furnish and install standard fire hydrant, including all labor, material and equipment, complete in place per each.	EA	12	3,700.00	44,400.00
30	Furnish and install all associated PVC pipe fittings shown on the plans, including all labor, material and equipment, complete in place per pound not pair for separately (for contractor's information only)	LB	11,010	4.00	44,040.00
		Total (Items 1 - 30)			$ 1,245,847.30

Offeror's Initials

REVISED

PROPOSED CONCSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 110

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within (110) **Days Completed by Contractor**

(One Hundred Ten) **Written Days Completed by Contractor**
CONSECUTIVE CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$500** for each consecutive calendar day in excess of the time set forth herein above for completion, and the sum of **$250** for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **ninety (90)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

_____ Offeror's Initials

REVISED

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of Five Percent Dollars ($ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: September 18, 2014

Authorized Signature

Ty Lane
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Utility Contractors of America, Inc.
Company

5805 CR 7700
Address

Lubbock, Lubbock
City, County

TX, 79363
State Zip Code

Telephone: (806) - 863-2642
Fax: (806) - 863-4132
Email: projects@ucatexas.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 09/05/14
Addenda No. 2 Date 09/11/14
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By _____ Date: 9/18/14
Authorized Representative - must sign by hand

Officer Name and Title: Ty Lane, President
Please Print

Business Telephone Number (806) 863-2642 FAX: (806) 863-4132

E-mail Address: ty@ucatexas.com

FOR CITY USE ONLY

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

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

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

City of Lubbock
Capital Project
Project Cost Detail
December 4, 2014

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		758
BNSF Railroad		4,750
Appraisal		16,128
Flow metering		17,850
Staff time		64,107
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		11,600
Land Acquisition		1,156,871
Agenda Item December 4, 2014		
Utility Contractors of America		1,245,847
Encumbered/Expended To Date		12,969,568
Estimated Cost for Remaining Appropriation		
Construction		62,830,432
Remaining Appropriation		62,830,432
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

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

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12060 with Deerwood Construction, Inc. for the construction of the Downtown Redevelopment Underground Utilities Duct System, Phase 2, ITB 15-12060-TS.

Item Summary

The Downtown Revitalization Action Plan includes the relocation of all overhead utilities in the downtown area to an underground utility duct system. This project will construct the second phase of the utility duct system and will encompass an area that has been designated by the City's Downtown Master Developer as Phase 2 for redevelopment.

Two bids were received and opened on November 4, 2014. They were as follows: Deerwood Construction, Inc., Lubbock, TX $1,681,049, Utility Contractors of America, Inc., Wolfforth, TX. $2,116,925. City Engineering staff recommends that the contract be awarded to the low bidder Deerwood Construction, Inc. for a unit price contract of $1,681,050.

The bid award for this agenda item is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual needs. The price per unit will not change. Based on the unit bid price, the

Fiscal Impact

$7,300,000 is appropriated in Project 92227, Underground Utilities, with $1,681,049 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - Deerwood Construction, Inc

Budget Detail

CIP Detail

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, Contract No. 12060 for Downtown Redevelopment Phase II Project, by and between the City of Lubbock and Deerwood Construction, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R.Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Downtown Redevelopment Phase II Project
11.5.14

*********Revised********

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: November 4, 2011

Project: ITB 15-12060-TS, Downtown Redevelopment Phase II Project

Bid of Deerwood Construction, Inc. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Downtown Redevelopment Phase II Project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	$208,000.	$208,000.
2	Traffic Control	12	MO	$ 2,200.	$ 26,400
3	Storm Water Control	12	MO	$ 1,534.55	$ 18,414.60
4	Remove Trees	10	EA	$ 250.	$ 2,500.
5	Remove Concrete Driveways and Alleys	240	SY	$ 32.	$ 7,680.
6	Remove Sidewalk	1,519	SY	$ 18.	$ 27,342.
7	Remove Asphalt or Brick Pavement	804	SY	$ 32.	$ 25,728
8	Trench Excavation	1,952	CY	$ 25.	$ 48,800.
9	Trench Excavation in Rock	976	CY	$ 100.	$ 97,600.
10	Trench Protection	4,030	LF	$ .50	$ 2015.
11	Trench Bedding	495	CY	$ 40	$ 19,800.
12	2 Sack Flowable Backfill	2,165	CY	$ 100.	$ 216,500
13	Concrete Encasement of Electric Across 10th Street at Avenue M	2	CY	$ 300.	$ 600.
14	New 4" Thick Concrete Sidewalk	3,020	SY	$ 58.80	$ 177,576.

1

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
15	New 6" Thick Concrete Driveways, Alleys	240	SY	$ 66.15	$ 15,876.
16	New Asphalt Pavement	796	SY	$ 49.35	$ 39,282.60
17	New Brick Pavement	215	SF	$ 12.	$ 2,580.
18	Jackhammer Old Traffic Light Foundations	11	EA	$ 400.	$ 4,400.
19	Partial Removal of Planter	1	EA	$ 1,000.	$ 1,000.
20	Repair of Planter	1	EA	$ 1,200.	$ 1,200.
21	Install ADA Ramps, SE Corner of 14th & M, NE Corner of 14th & M, NE Corner of 13th & M, South Side of Alley, 10th-Main & M per City of Lubbock Specification	4	EA	$ 2,410.	$ 9,640.
22	Repair ADA Ramps	13	EA	$ 1,900.	$ 24,700.
23	Trench Profile M-1, 4x6", 24x4", 4x2" Conduits with 1x2" Atmos Line	300	LF	$ 48.50	$ 14,550.
24	Trench Profile M-2, 4x6", 22x 4", 2x2" Conduits with 1x2" Atmos Line	315	LF	$ 45.	$ 14,175.
25	Trench Profile M-3, 4x6", 20x4" Conduits with 1x2" Atmos Line	360	LF	$ 37.89	$ 13,640.40
26	Trench Profile M-4, 4x6", 18x4", 2x2" Conduits with 1x2" Atmos Line	175	LF	$ 40.	$ 7,000.
27	Trench Profile M-5, 4x6", 17x4", 1x2" Conduits with 1x2" Atmos Line	100	LF	$ 38.	$ 3,800.
28	Trench Profile M-6, 4x6", 27x4", 2x2" Conduits with 1x2" Atmos Line	30	LF	$ 53.34	$ 1,600.20
29	Trench Profile M-7, 4x6", 18x4", 2x2" Conduits with 1x2" Atmos Line	230	LF	$ 40.	$ 9,200.
30	Trench Profile M-8, 7x4", 4x2" Conduits with 1x2" Atmos Line	10	LF	$ 33.	$ 330.
31	Trench Profile M-9, 4x4" Conduits	75	LF	$ 26.67	$ 2,000.25
32	Trench Profile M-10, 4x4", 1x2" Conduits	75	LF	$ 33.34	$ 2,500.50
33	Trench Profile M-11, 4x6", 20x4" Conduits with 1x2" Atmos Line	160	LF	$ 38.75	$ 6,200.
34	Trench Profile M-12, 15x4" Conduits with 1x2" Atmos Line	75	LF	$ 33.34	$ 2,500.50
35	Trench Profile M-13, 6x4", 3x2" Conduits with 1x2" Atmos Line	1,025	LF	$ 31.44	$ 32,226.
36	Trench Profile M-14, 12x4" Conduits with 1x4" Atmos Line	200	LF	$ 43.	$ 8,600.
37	Trench Profile M-15, 4x6", 16x4", 1x2" Conduits with 1x4" Atmos Line	145	LF	$ 44.	$ 6,380.
38	Trench Profile M-16, 4x6", 17x4", 2x2" Conduits with 1x4" Atmos Line	240	LF	$ 67.	$ 16,080.
39	Trench Profile M-17, 4x6", 23x4", 4x2" Conduits with 1x4" Atmos Line	30	LF	$ 94.	$ 2,820.
40	Trench Profile M-18, 4x6", 21x4", 2x2" Conduits with 1x4" Atmos Line	75	LF	$ 77.34	$ 5,800.50
41	Trench Profile M-19, 4x6", 20x4", 1x2" Conduits with 1x4" Atmos Line	200	LF	$ 50.	$ 10,000.

JF Bidder's Initials

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
42	Trench Profile M-20, 4x6", 19x4" Conduits with 1x4" Atmos Line	75	LF	$ 66.67	$ 5,000.25
43	Omit	0	LF	$	$
44	Trench Profile M-23, 7x4", 4x2" Conduits with 1x2" Atmos Line	10	LF	$ 171.50	$ 1,715.
45	Trench Profile A-A, 3x4", 4x2" Conduits with 1x2" Atmos Line	30	LF	$ 34.17	$ 1,025.10
46	Trench Profile B-B, 3x4", 4x2" Conduits with 1x2" Atmos Line	30	LF	$ 70.17	$ 2,105.10
47	Trench Profile C-C, 1x4", 4x2" Conduits with 1x2" Atmos Line	40	LF	$ 143.50	$ 5,740
48	Trench Profile D-D, 1x4", 4x2" Conduits with 1x2" Atmos Line	40	LF	$ 143.50	$ 5,740.
49	Install 6" 90 Degree 48" Sweeps	4	EA	$ 100.	$ 400.
50	Install 4" 90 Degree 24" Sweeps	372	EA	$ 80.	$ 29,760.
51	Install 2" 90 Degree 24" Sweeps	270	EA	$ 40.	$ 10,800.
52	Purchase Item, 24x36x36 Pullbox/Handhole, Labeled as per Exhibit A	65	EA	$ 1,000.	$ 65,000.
53	Purchase Item, 48x96x48 Manhole, AT&T Labeled as per Exhibit A	4	EA	$ 4,500.	$ 18,000.
54	Installation, 48x96x48 Manhole, AT&T	4	EA	$ 4,500.	$ 18,000.
55	Installation of 1 Pullbox/Handhole Configuration	6	EA	$ 1,000.	$ 6,000.
56	Installation of 3 Pullbox/Handhole Configuration	17	EA	$ 500.	$ 8,500.
57	Installation of 4 Pullbox/Handhole Configuration	2	EA	$ 600.	$ 1,200.
58	Purchase Item, 6" HDPE Conduit in Sticks, No Reels Color Quantities As Specified	10,440	LF	$ 4.05	$ 42,282
59	Purchase Item, 4" HDPE Conduit in Sticks, No Reels Color Quantities As Specified	62,090	LF	$ 2.60	$ 161,434.
60	Purchase Item, 2" HDPE Conduit in Sticks, No Reels Color Quantities As Specified	8,680	LF	$ 1.16	$ 10,068.80
61	Purchase Item, 6" HDPE 90 Degree Sweep Color Quantities As Specified	4	EA	$ 294.	$ 1,176.
62	Purchase Item, 4" HDPE 90 Degree Sweep Color Quantities As Specified	372	EA	$ 177.40	$ 65,992.80
63	Purchase Item, 2" HDPE 90 Degree Sweep Color Quantities As Specified	270	EA	$ 106.90	$ 28,863.
64	Atmos Equipment, Install 4" to 2" Tap	8	EA	$ 1,560.	$ 12,480
65	Atmos Equipment, Install 4" to 4" Tap	1	EA	$ 2,080	$ 2,080.
66	Atmos Equipment, Install 2" to 2" Tap	16	EA	$ 1,150.	$ 18,400
67	Atmos Equipment, Install 2" Valves	24	EA	$ 875.	$ 21,000.
68	Atmos Equipment, Install 6" Sleeve, Main & Avenue M	50	LF	$ 25.	$ 1,250.
				Total Base Bid (Items 1-68)	$1,681,049.60

JF Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **180 Working Days** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$ 1,315** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 70 calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 business days after notice of award of the contract to him

_____ Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for ~~$~~ **Dollars ($** ~~$~~ **) or a Bid Bond in the sum of** 5% **Dollars ($** 5% **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: November 4, 2014

Jan Patterson

Authorized Signature

Jan Patterson

(Printed or Typed Name)

Deerwood Construction, Inc.

Company

PO Box 3009

Address

Lubbock, Lubbock

City, County

TX, 79452

State, Zip Code

Telephone: 806 - 741-1446

Fax: 806 - 741-1448

(Seal if Bidder is a Corporation)

ATTEST:

Jan Patterson

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 10-28-14
Addenda No. 2 Date 10-30-14
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2726770

EMAIL: jpatterson@arn.net

M/WBE Firm: TX. HUB

X	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 4, 2014

Capital Project Number:	92227
Capital Project Name:	Underground Utilities

	Budget
Encumbered/Expended	
City Staff	$ 305
Advertising	1,416
SGS Engineering - Phase 2 Design	215,000
Hugo Reed and Associates, Inc. - Surveying	99,310
Agenda Item December 4, 2014	
Phase 2 Construction Deerwood Construction, Inc.	1,681,049
SGS Engineering - Phase 2 CPS	123,800
SGS Engineering - Phase 3 Design	234,185
Encumbered/Expended To Date	2,355,065
Estimated Costs for Remaining Appropriation	
City Staff	10,000
Construction/Design	4,934,935
Remaining Appropriation	4,944,935
Total Appropriation	$ 7,300,000

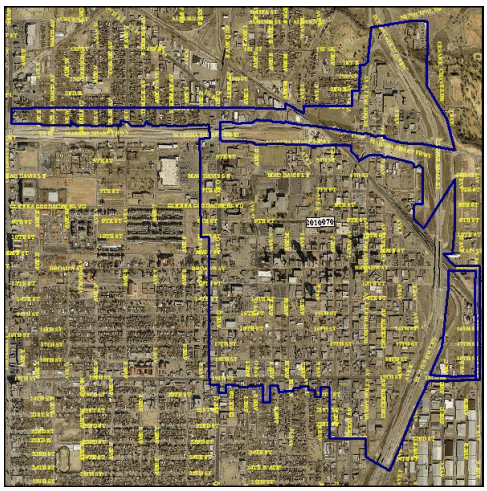
Project Name **Underground Utilities** *Project Number* **92227**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Phase I of the relocation began in 2012 and addresses the northwest quadrant of the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF). The City received a $1.5 million Economic Development Administration (EDA) grant for Phase I of the relocation of utilities underground in the CBD TIF that requires an $800,000 local match that is funded from this project.

Project Justification

The relocation of the utilities in the CBD TIF must be addressed to move forward with the redevelopment of Downtown.

Project History

$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$2.5 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$3.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	2,700,000	3,000,000	3,000,000	0	0	2,000,000	0	10,700,000
Design and Engineering	800,000	0	0	0	0	0	0	800,000
Transfer to Grant	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2010 CBD TIF Revenue CO's	27,852	0	0	0	0	0	0	27,852
FY 2011 CBD TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2013 CBD TIF Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 CBD TIF Revenue CO's	2,472,148	0	0	0	0	0	0	2,472,148
FY 2015 CBD TIF Revenue CO's	0	3,000,000	0	0	0	0	0	3,000,000
FY 2016 CBD TIF Revenue CO's	0	0	3,000,000	0	0	0	0	3,000,000
FY 2019 CBD TIF Revenue CO's	0	0	0	0	0	2,000,000	0	2,000,000
Total Funding Sources	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

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

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12142 with SGS Engineering, LLC for the design of the Downtown Redevelopment Underground Utilities System, Phase 3.

Item Summary

The Downtown Revitalization Action Plan includes the relocation of all overhead utilities in the downtown area to an underground utility duct system. This engineering contract is for the design of the third phase of the utility duct system and will encompass an area that has been designated by the City's Downtown Master Developer as Phase 3 for redevelopment.
Staff has successfully negotiated a contract with SGS Engineering, LLC for a not to exceed total contract in the amount of $234,185. This amount equates to approximately 10% of the estimated cost of construction. The number of hours tasked to perform each item has been reviewed by Staff and believed to be within the professional engineering scope necessary to complete this project. The proposed timeline for completion of this phase fo the project is 12 months from the date of City Council approval of the Agreement.

Fiscal Impact

$7,300,000 is appropriated in Project 92227, Underground Utilities, with $234,185 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution - SGS Engineering
Contract - SGS Engineering
Budget Detail
CIP Detail

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 Professional Services Agreement with SGS Engineering, a Texas LLC, for design of Phase 3 of the Lubbock Downtown Utility Plan. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, City Engineer

_____
Keith Smith,
Chief Operating Officer

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City Att/Linda/RES- SGS Phase 3 Design Downtown Utility Plan Services,
October 30, 2014

STANDARD SERVICES AGREEMENT

This Agreement is made as of _____ day of _____, _____, by and between CITY OF LUBBOCK ("Client") and SGS ENGINEERING, a Texas LLC ("SGS").

As provided in this Agreement, SGS will provide Design Services for the following project (the "Project"):

Lubbock Downtown Utility Plan (Design – Phase 3): located downtown, generally in an area bounded by Marsha Sharp Freeway on the North, Interstate 27 to the East, 19th Street on the South, and Avenue Q to the West, in the City of Lubbock, in the County of Lubbock, State of Texas. The Utility Plan is further defined as electric, communications, cable television, and gas facilities to be installed in the re-development area.

Section 1. Scope of Services

(a) SGS will provide the "Basic Services" described in the attached Scope of Services, Schedule 1. The Basic Services authorized by the Client shall be paid for by the Client as provided below.

(b) Certain of the Basic Services may be performed by consultants of SGS, but SGS will remain responsible for the full performance of such services.

(c) It is anticipated that the scope of services will continue through much of the re-development period. The bulk of the scope will be performed at the beginning of the re-development period, but may require support throughout the re-development period.

Section 2. Fees for Services

(a) SGS's estimated fees for Basic Services for each Task described in Schedule 1 are shown in attached Schedule 2. The Total Not-To-Exceed fee is **$234,185.00.** The Not-To-Exceed amount is based on the total project. The task estimates are budgetary and may be modified as necessary throughout the project. The hourly rates of any sub-consultants will not exceed the rates of similar classifications shown in Schedule 3 without written consent of the client of such increased rates.

(b) Fees and expenses of consultants to SGS for services included with Basic Services shall be paid by Client in the amount invoiced to SGS plus ten percent (10%) for handling and indirect costs and are included in the Not-To-Exceed fee.

(c) The time frame for these engineering services will be determined largely by the requirements of the re-development activities

(d) Reimbursable Expenses shall include actual expenditures made by SGS in the interest of the Project and will be billed at the actual cost to SGS plus ten percent (10%) for handling and indirect costs. Reimbursable expenses include, without limitation, costs of items such as the following and are included in the Not-To-Exceed fee:

(i) Copying of drawings, specifications, reports, cost estimates and other documents prepared in connection with the services of SGS under this Agreement.

(ii) Duplicate mylars and other photographic products.

(iii) Specials models, perspectives or other promotional materials approved in advance by Client.

(iv) Messenger services, special mailing, long distance telephone calls, telex and telecopy charges.

(v) Fees and expenses of special consultants

(vi) Cost of commercial carrier, public transportation, lodging, car rental, subsistence and out-of-pocket expenses.

(vii) Printing or final report for Client.

(viii) Any tax and/or fees imposed by any taxing authority based upon gross revenue or sales shall be reimbursable in addition to the fee stated in this contract.

Section 3. Payment Terms

(a) SGS shall be compensated with a Not-To-Exceed fee of **$234,185.00**, including reimbursable expenses. SGS will bill on a monthly based upon actual time and expenses expended for the project phases identified in Schedule 1. The hourly rates used will be those as shown in Schedule 3. New hourly rates may be considered if this Agreement is amended to extend beyond the term of this Agreement. The SGS monthly billing will indicate the classifications, along with listing and costs of expenses.

(b) The Client shall pay the amount due within 30 days after receipt of SGS's invoice. If the invoice is not paid within 30 days, SGS may suspend services upon written notice to the Client. If a portion of the Consultant's statement is disputed, the Client shall pay the undisputed portion by the due date. Interest on amounts due and unpaid shall accrue at the rate of 1.5% per month from the 31st day after receipt of the invoice until paid. The Client shall advise the Consultant in writing of the basis for any disputed portions of the statement within 30 days of receipt of invoice.

(c) SGS shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the Client. The Client shall have the right to examine such records as it deems necessary upon reasonable notice to SGS.

(d) If a delinquency by client occurs, SGS may choose to suspend work. If such a decision to suspend work is made, SGS will notify Client in writing. SGS may choose to recommence work once a delinquency is completely cured and any and all attendant collections costs, fees, increases in costs or fees, to other amounts required to be paid by Client under this Agreement are made in full. If a delinquency by Client occurs and SGS chooses not to suspend work, no waiver or estoppels shall be implied or inferred.

Section 4. Client's Responsibilities

Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, listed on Attachment C. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time for the performance of SGS's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of SGS's work.

Section 5. Termination

The Agreement may be terminated by either Client or SGS by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay SGS for services and Reimbursable Expenses performed or incurred prior to the termination date.

Section 6. Access to the Site; Photographs

SGS and SGS's employees and consultants shall have access to the Project area from the public right-of-way at all reasonable times and shall be permitted to photograph the Project.

Section 7. Use of Documents

Plans, drawings and specification or other writings or documents prepared or provided by SGS hereunder are prepared for this Project only, but may be used by SGS for purposes of illustrating the scope and nature of project involvement. SGS shall provide Client with a reproducible set of drawings and specifications and a copy of studies, drawings, photographs, GIS Data, and digital files and images for its records.

Section 8. Indemnification

To the extent authorized by law, Client and SGS shall each indemnify and hold the other harmless from any claim or damages of any nature whatsoever arising from the acts of its own officials and/or employees in connection with this Project. In the event of joint and concurrent negligence of both Client and SGS, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Engineer shall not be responsible for actual means, methods, techniques, sequences, procedures or safety precautions and programs used in connection with the Project by others. Engineer shall assist the Owner in the administering of its contracts with any vendor or other

Section 9. Insurance

(a) General Liability:

SGS's insurance shall contain broad form contractual liability with a combined single limit of a minimum of $1,000,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

(b) Business Automobile Liability:

SGS's insurance shall contain a combined single limit of at least $500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used, or hired

(c) Professional Liability:

SGS's insurance shall contain a combined single limit of a minimum of $1,000,000 per occurrence and in the aggregate, including errors & omissions. The professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract.

(d) Workers' Compensation and Employers Liability Insurance:

SGS shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, SGS shall maintain said coverage throughout the term of this contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that SGS maintains said coverage. Any termination of workers' compensation insurance coverage by SGS or any cancellation or non-renewal of workers' compensation insurance coverage for SGS shall be a material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease, policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this contract.

(e) Other Insurance Requirements:

SGS's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance must reflect that the above wording is included in evidenced policies. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Section 10. Miscellaneous

(a) Client and SGS each bind itself and its successors and assigns to this Agreement. Neither Client nor SGS shall assign or transfer its interest in this Agreement without the written consent of the other.

(b) SGS will provide client with a list of subcontractors and personnel associated with this project. Changes to subcontractors require written consent of Client.

(c) All products produced during this contract, including studies, drawings, photographs, GIS data, and digital files and images, will become the property of the Client.

(d) This Agreement shall be governed by the laws of the State of Texas. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of Texas as first-instance courts of exclusive jurisdiction to which both parties hereby submit. The venue would be exclusively in Lubbock County. The prevailing party in any dispute between the parties in connection herewith shall be entitled to all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred, provided that such costs shall be limited in amount to the lesser of (i) $50,000 and (ii) the amount payable by Client hereunder for SGS's fees for Basic Services and Additional Services.

(e) This Agreement represents the entire Agreement between Client and SGS. This Agreement may be amended only by a writing signed by both Client and SGS.

(f) Any individual who signs this Agreement on behalf of Client or SGS, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of the respective party.

(g) Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between SGS and City of Lubbock.

(h) If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it enforceable so long as the modification is reasonably within the intent the parties originally expressed. If the provision may not be so modified, the unenforceability shall not offset any other provision of the Agreement.

(i) Notice Addresses

SGS Engineering

Steve Owens

401 50th Street

Lubbock, TX 79404

Phone: 806-795-6827

Fax: 806-795-7526

Client: City of Lubbock

Neil Welch, P.E., Assistant City Engineer

PO Box 2000

Lubbock, TX 79457

Phone: 806-775-3254

Fax: 806-775-2051

Section 11. Term and Scope of the Agreement

(a) The term of this agreement shall be one (1) year. After signing Notice to Proceed, this Agreement may be amended or a new agreement may be negotiated at the desire of both parties.

(b) The scope of the project may be adjusted by negotiation as required as the project develops.

Section 12. Reservation of Rights

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.

EXECUTED in duplicate and effective as of the _____ day of _____, _____.

SGS ENGINEERING, LLC

Date: 11/12/14

By: _____
Steve Owens, P.E.
Title: Managing Partner

Address:
401 50th Street
Lubbock, TX 79404
Phone: 806-795-6827
Fax: 806-795-7526

Attention: Steve Owens

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, City Engineer

_____
Keith Smith, Director of Public Works

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

Address:

City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Phone: 806-775-2110
Fax: 806-775-2051

Attention: Wood Franklin

SCHEDULE 1:
SCOPE OF SERVICES

Task 1: Project Management
In order to manage the project the engineer will attend required meetings, prepare agendas, and prepare status reports. The engineer will also prepare submittal documents, develop as built drawings, and develop a project schedule.

Task 2: Engineering Model
Develop an engineering model of re-development area to be used to determine electric requirements. This model will evolve throughout the project as proposed loads and development configurations evolve. The model will be based upon a single electric utility system.

Task 3: Electric Utility Coordination
Coordination of the Electric Utility with the other services in the development area. Deal with issues of retirement of existing facilities, installation of new facilities, and re-location of existing customer facilities.

Task 4: Communication, Cable Services, and Gas Utility Coordination
Coordination of communication services, cable television services, and gas services with the electric facilities. Coordination will also be required with the city water and sewer facilities.

Task 5: Utility Design
Design and layout of electric, communication, cable television, and gas facilities in the re-development area. These responsibilities include development of the detail requirements for installation of all facilities and standards of installation for occupying proximity locations.

SCHEDULE 2
SGS Engineering Fees

Task 1:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$79,100
Task 2:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$33,040
Task 3:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$33,325
Task 4:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$38,750
Task 5:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$49,970
	TOTAL NOT-TO-EXCEED FEE	**$234,185**

Lubbock Downtown Redevelopment Project

		Partner	Senior PE	Associate PE	Graduate Engineer	Senior Staff	Senior Tech	Lead Tech	Associate Tech	Const Services	Clerical	Total Hours	Total Exten ($)
	Rates	168	158	139	111	153	93	77	67	99	62		
Task 1 - Project Management													
A	Attend Monthly Project Meetings	25										25	$4,200
B	Attend Review Meetings	20			20		20					60	$7,440
C	Prepare & Distribute Agenda/Meeting Minutes	15									20	35	$3,760
D	Prepare Monthly Status Report and Invoice	15									15	30	$3,450
E	Internal QA/QC prior to submittals	15			15		15		15			60	$6,585
F	Attend Meetings with Developer	20			20		10					50	$6,510
G	Develop As-built Construction Plans	10			30			30				70	$7,320
H	General notes, specifications, and data collection	10			10		10					30	$3,720
I	Project site visits	15			25		10					50	$6,225
J	Schedule, Arrange, and Attend Design Kickoff Meeting	10			10						10	30	$3,410
K	Prepare & Distribute Meeting Minutes for Kickoff Meeting	5			5						10	20	$2,015
L	Develop Project Schedule	10			5						5	20	$2,545
M	Expenses												$1,000
N	RPLS Survey of boundary and updating submittal drawings	10	20	40			80	40					$20,920
												480	$79,100

Lubbock Downtown Redevelopment Project

		Rates	Partner 168	Senior PE 158	Associate PE 139	Graduate Engineer 111	Senior Staff 153	Senior Tech 93	Lead Tech 77	Associate Tech 67	Const Services 99	Clerical 62	Total Hours	Total Exten ($)
Task 2 - Engineering Model														
A	Field Survey for Model Data		40			30		40					110	$13,770
B	Develop Engineering Model		40					40					80	$10,440
C	Analysis Using Engineering Model		15					15					30	$3,915
D	Summary of Engineering Analysis		15					15					30	$3,915
E	Expenses													$1,000
													250	$33,040

Lubbock Downtown Redevelopment Project

		Partner	Senior PE	Associate PE	Graduate Engineer	Senior Staff	Senior Tech	Lead Tech	Associate Tech	Const Services	Clerical	Total Hours	Total Exten ($)
	Rates	168	158	139	111	153	93	77	67	99	62		
Task 3 - Electric Utility Coordination													
A	Meetings with LP&L	30			30							60	$8,370
B	Meeting Scheduling and Documentation	15			15						20	50	$5,425
C	Facility Removal Coordination	20			20							40	$5,580
D	Scheduling for Facility Removal	15			15							30	$4,185
E	New Installation Coordination	20			20							40	$5,580
F	Scheduling for Facility Installation	15			15							30	$4,185
												250	$33,325

Lubbock Downtown Redevelopment Project

		Partner	Senior PE	Associate PE	Graduate Engineer	Senior Staff	Senior Tech	Lead Tech	Associate Tech	Const Services	Clerical	Total Hours	Total Exten ($)
	Rates	168	158	139	111	153	93	77	67	99	62		
Task 4 - Communication, Cable Services, and Gas Utilities Coordination													
A	Meetings with Utilities	35			35							70	$9,765
B	Meeting Scheduling and Documentation	20			20						40	80	$8,060
C	Facility Removal Coordination	20			20							40	$5,580
D	Scheduling for Facility Removal	10			10							20	$2,790
E	New Installation Coordination	30			30							60	$8,370
F	Scheduling for Facility Installation	15			15							30	$4,185
												300	$38,750

Lubbock Downtown Redevelopment Project

		Partner	Senior PE	Associate PE	Graduate Engineer	Senior Staff	Senior Tech	Lead Tech	Associate Tech	Const Services	Clerical	Total Hours	Total Exten ($)
	Rates	168	158	139	111	153	93	77	67	99	62		
Task 5 - Utility Design													
A	Underground Design	20	20		50		50		30			170	$18,730
B	Application of Engineering Analysis	20			15		20					55	$6,885
C	Develop Design Standards	10				25	30					65	$8,295
D	Review of Proposed Construction	10			10		20					40	$4,650
E	Coordination with LP&L	10			15		20					45	$5,205
F	Coordination with Other Utilities	10			15		20					45	$5,205
G	Expenses												$1,000
												420	$49,970

Lubbock Downtown Redevelopment Project

		Total Hours	Total Exten ($)
Task 1 - Project Management		480	$79,100
Task 2 - Engineering Model		250	$33,040
Task 3 - Electric Utility Coordination		250	$33,325
Task 4 - Communication, Cable Services, and Gas Utilities Coordination		300	$38,750
Task 5 - Utility Design		420	$49,970
	Total	1700	$234,185

SGS

ENGINEERING, LLC

2014 STANDARD BILLING RATES

01/01/2014

BILLING CLASSIFICATION	2014 RATE	EMPLOYEE
Partner 5	168	Owens
Partner 4	158	M Smith, Bow, Neal, L Teal, Payne, Sarkis
Partner 3	150	
Partner 2	142	
Partner 1	134	
Senior Professional Engineer 5	168	
Senior Professional Engineer 4	158	Richardson, Wolgamott, Montes
Senior Professional Engineer 3	150	
Senior Professional Engineer 2	142	
Senior Professional Engineer 1	134	
Associate Professional Engineer 5	139	
Associate Professional Engineer 4	132	Manuel, McDonald
Associate Professional Engineer 3	125	
Associate Professional Engineer 2	118	VanDeventer
Associate Professional Engineer 1	111	
Graduate Engineer 5	111	Alvarez, Hames
Graduate Engineer 4	105	Brown
Graduate Engineer 3	99	C. Smith, Weaver, Ramireddy
Graduate Engineer 2	93	
Graduate Engineer 1	87	
Senior Staff 10	153	
Senior Staff 9	147	
Senior Staff 8	141	
Senior Staff 7	135	
Senior Staff 6	129	

2014 STANDARD BILLING RATES		
BILLING CLASSIFICATION	**2014 RATE**	**EMPLOYEE**
Senior Staff 5	123	
Senior Staff 4	117	
Senior Staff 3	111	
Senior Staff 2	105	Sweat
Senior Staff 1	99	Cisneros, Keesee
Construction Services 5	94	Wilson, Gene Smith, Reddin
Construction Services 4	90	Sears
Construction Services 3	86	Gale Smith
Construction Services 2	82	
Construction Services 1	78	Mike Dees
Senior Technician 5	93	Shaw, Giovannetti, Dudley
Senior Technician 4	89	Hawkins
Senior Technician 3	85	Sevey
Senior Technician 2	81	
Senior Technician 1	77	
Lead Technician 5	77	
Lead Technician 4	74	
Lead Technician 3	71	Hernandez, Benishek
Lead Technician 2	68	
Lead Technician 1	65	
Associate Technician 5	67	McNabb
Associate Technician 4	64	
Associate Technician 3	61	
Associate Technician 2	58	
Associate Technician 1	55	
Administrative Assistant 5	62	
Administrative Assistant 4	59	A Teal
Administrative Assistant 3	56	Westbrook
Administrative Assistant 2	53	Dunn
Administrative Assistant 1	50	

2014 STANDARD
RATE SHEET ATTACHMENT
SPECIAL CHARGES AND ADDERS
(1/1/2014 through 12/31/2014)

OVERTIME	Billing Rates times 1.5 multiplier
PER DIEM	$125.00 per Day
MEALS	$45.00 per day OR $10.00 Breakfast, $10.00 Lunch, $25.00 Supper
EXPENSES	Actual Out-of-Pocket
MILEAGE	On-Road: IRS Allowable Off-Road: IRS Allowable plus $0.04
4-WHEELER	$75.00 Per Day
GPS SURVEY EQUIPMENT	$350.00 Per Day
RANGER	$250.00 Per Day
RANGER + GPS SURVEY	$600.00 Per Day
RELAY TEST EQUIPMENT (OMICRON)	$500.00 Per Day or $1,800.00 Per Substation Checkout
WORK ORDER INSPECTIONS	$525.00 Per Day plus Expenses

NOTE: Billing of specialty charges may include a 10% administration fee.

NOTE: Specialty rates may be applicable for Forensic, Wind, and System Protection services as determined by SGS Engineering on a project basis. These rates are available upon request.

Rate for PSS/E Software work: $250.00 per Hour

SCHEDULE 4
Information Provided by Client

Information that may be required by SGS shall include:

- GIS Layers as shape files:
  - Right-of-Way
  - Water lines
  - Sewer lines
  - Parcel lines
  - Floodplain
  - One-way streets
  - Bus routes and stop locations
  - Centerline information, including street names
  - Existing zoning
  - Existing land use
  - Property values
  - Property ownership
  - Historic landmarks (local, state, national)
  - Buildings over 3 stories
  - City, county, state, and federal ownership
  - TIF and PID boundaries
  - Signalized Intersections
  - On street parking locations
  - Street Functional Classifications

- Documents/other: hard copy and/or computer files (drawings, databases, spreadsheets, etc.)

  - Comprehensive Land Use Plan
  - Marsha Sharp Freeway extension plans and profiles (specifically location and configuration of ramps) (TXDOT will provide schematics first, then more if needed)
  - Texas Tech Master Plan
  - Arts District Master Plan
  - Site Plan for the Walmart
  - Overton Park Public Improvements Site Design Guidelines
  - Overton Park Residential Design Guidelines
  - Civic Center info – events, attendance, etc.
  - New downtown ordinance language (Ordinances and Design Standards)
  - Historic sites, structures as needed
  - Parking inventory: surface and structured parking (private and public): ownership, number of spaces, usage, $ rates
  - Progress/investment to-date for 2 existing TIF Districts (annual reports)
  - Convention and Tourism Bureau "Tourism Research, Strategic Organization and Marketing Plan"
  - CBD Water Line Replacement Plan
  - City Logo
  - Aerial Photographs (current 2005 district orthophotography and historic aerials as needed)
  - Bicycle Plan
  - Traffic Count Map
  - Pavement Conditions
  - Citibus Marketing Study
  - Citibus Ridership Surveys (Texas Tech and Fixed Route)
  - Citibus station inventory
  - Depot District parking information (zone case)
  - List of agency/department contacts

City of Lubbock, TX
Capital Project
Project Cost Detail
December 4, 2014

Capital Project Number:	92227
Capital Project Name:	Underground Utilities

	Budget
Encumbered/Expended	
City Staff	$ 305
Advertising	1,416
SGS Engineering - Phase 2 Design	215,000
Hugo Reed and Associates, Inc. - Surveying	99,310
Agenda Item December 4, 2014	
Phase 2 Construction Deerwood Construction, Inc.	1,681,049
SGS Engineering - Phase 2 CPS	123,800
SGS Engineering - Phase 3 Design	234,185
Encumbered/Expended To Date	2,355,065
Estimated Costs for Remaining Appropriation	
City Staff	10,000
Construction/Design	4,934,935
Remaining Appropriation	4,944,935
Total Appropriation	$ 7,300,000

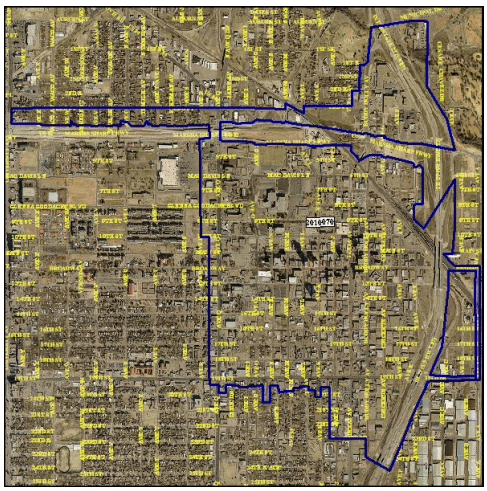
Project Name **Underground Utilities** *Project Number* **92227**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Phase I of the relocation began in 2012 and addresses the northwest quadrant of the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF). The City received a $1.5 million Economic Development Administration (EDA) grant for Phase I of the relocation of utilities underground in the CBD TIF that requires an $800,000 local match that is funded from this project.

Project Justification

The relocation of the utilities in the CBD TIF must be addressed to move forward with the redevelopment of Downtown.

Project History

$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$2.5 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$3.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	2,700,000	3,000,000	3,000,000	0	0	2,000,000	0	10,700,000
Design and Engineering	800,000	0	0	0	0	0	0	800,000
Transfer to Grant	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2010 CBD TIF Revenue CO's	27,852	0	0	0	0	0	0	27,852
FY 2011 CBD TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2013 CBD TIF Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 CBD TIF Revenue CO's	2,472,148	0	0	0	0	0	0	2,472,148
FY 2015 CBD TIF Revenue CO's	0	3,000,000	0	0	0	0	0	3,000,000
FY 2016 CBD TIF Revenue CO's	0	0	3,000,000	0	0	0	0	3,000,000
FY 2019 CBD TIF Revenue CO's	0	0	0	0	0	2,000,000	0	2,000,000
Total Funding Sources	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

Regular City Council Meeting **6. 7.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12141 for Professional Services with SGS Engineering, LLC for construction phase engineering services on the Downtown Redevelopment Underground Utilities System, Phase 2.

Item Summary

The Downtown Revitalization Action Plan includes the relocation of all overhead utilities in the downtown area to an underground utility duct system. This Agreement is for the construction phase engineering services on the construction contract for the Downtown Redevelopment Underground Utilities System, Phase 2.
The scope of work includes providing continuous on-site construction observation services for the duration of the project, recommendations of any defective work by the Contractor, preparing and recommending any required Change Orders, reviewing any shop drawings and sample submittals by the Contractor, reviewing and determining acceptability of any substitutes proposed by the Contractor, and prepare Record Drawings for the completed improvements. SGS Engineering was the Design Engineer for this second phase of the Downtown Redevelopment Underground Utilities System project. This Agreement is a “Not to Exceed” amount of $123,800 for all labor and reimbursable expenses. SGS Engineering will invoice the City on a monthly basis at an hourly rate specified in the Agreement, and for eligible reimbursable expenses. The Engineer will be paid for the work actually performed, and the “Not to Exceed” total amount cannot be exceeded without approval of the City. The number of hours tasked to perform each item and proposed compensation rates have been reviewed by Staff and believed to be within the professional engineering scope necessary to complete this project.

Fiscal Impact

$7,300,000 is appropriated in Project 92227, Underground Utilities, with $123,800 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution - SGS Phase 2
Contract - SGS Phase 2
Budget Detail
CIP Detail

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 Professional Services Agreement with SGS Engineering, a Texas LLC, for on-site review services of Phase 2 of the Lubbock Downtown Utility Plan. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wood Franklin, City Engineer

Keith Smith,
Chief Operating Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

City Att/Linda/RES- SGS Phase 2 review Downtown Utility Plan Services,
October 30, 2014

STANDARD SERVICES AGREEMENT

This Agreement is made as of _____ day of _____, _____, by and between CITY OF LUBBOCK ("Client") and SGS ENGINEERING, a Texas LLC ("SGS").

As provided in this Agreement, SGS will provide **On-Site Review Services** for the following project (the "Project"):

Lubbock Downtown Utility Plan (On-Site Review Services – PHASE 2): located downtown, generally in an area bounded by Marsha Sharp Freeway on the North, Interstate 27 to the East, 19th Street on the South, and Avenue Q to the West, in the City of Lubbock, in the County of Lubbock, State of Texas. The Utility Plan is further defined as electric, communications, cable television, and gas facilities to be installed in the re-development area.

Section 1. Scope of Services

(a) SGS will provide the "Basic Services" described in the attached Scope of Services, Schedule 1. The Basic Services authorized by the Client shall be paid for by the Client as provided below.

(b) Certain of the Basic Services may be performed by consultants of SGS, but SGS will remain responsible for the full performance of such services.

(c) It is anticipated that the scope of services will continue through much of the re-development period. The bulk of the scope will be performed at the beginning of the re-development period, but may require support throughout the re-development period.

Section 2. Fees for Services

(a) SGS's estimated fees for Basic Services for each Task described in Schedule 1 are shown in attached Schedule 2. The Total Not-To-Exceed fee is **$123,800.00.** The Not-To-Exceed amount is based on the total project. The task estimates are budgetary and may be modified as necessary throughout the project. The hourly rates of any sub-consultants will not exceed the rates of similar classifications shown in Schedule 3 without written consent of the client of such increased rates.

(b) Fees and expenses of consultants to SGS for services included with Basic Services shall be paid by Client in the amount invoiced to SGS plus ten percent (10%) for handling and indirect costs and are included in the Not-To-Exceed fee.

(c) The time frame for these engineering services will be determined largely by the requirements of the re-development activities.

(d) Reimbursable Expenses shall include actual expenditures made by SGS in the interest of the Project and will be billed at the actual cost to SGS plus ten percent (10%) for handling and indirect costs. Reimbursable expenses include, without limitation, costs of items such as the following and are included in the Not-To-Exceed fee:

(i) Copying of drawings, specifications, reports, cost estimates and other documents prepared in connection with the services of SGS under this Agreement.

(ii) Duplicate mylars and other photographic products.

(iii) Specials models, perspectives or other promotional materials approved in advance by Client.

(iv) Messenger services, special mailing, long distance telephone calls, telex and telecopy charges.

(v) Fees and expenses of special consultants

(vi) Cost of commercial carrier, public transportation, lodging, car rental, subsistence and out-of-pocket expenses.

(vii) Printing or final report for Client.

(viii) Any tax and/or fees imposed by any taxing authority based upon gross revenue or sales shall be reimbursable in addition to the fee stated in this contract.

Section 3. Payment Terms

(a) SGS shall be compensated with a Not-To-Exceed fee of **$123,800.00**, including reimbursable expenses. SGS will bill on a monthly based upon actual time and expenses expended for the project phases identified in Schedule 1. The hourly rates used will be those as shown in Schedule 3. New hourly rates may be considered if this Agreement is amended to extend beyond the term of this Agreement. The SGS monthly billing will indicate the classifications, along with listing and costs of expenses.

(b) The Client shall pay the amount due within 30 days after receipt of SGS's invoice. If the invoice is not paid within 30 days, SGS may suspend services upon written notice to the Client. If a portion of the Consultant's statement is disputed, the Client shall pay the undisputed portion by the due date. Interest on amounts due and unpaid shall accrue at the rate of 1.5% per month from the 31st day after receipt of the invoice until paid. The Client shall advise the Consultant in writing of the basis for any disputed portions of the statement within 30 days of receipt of invoice.

(c) SGS shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the Client. The Client shall have the right to examine such records as it deems necessary upon reasonable notice to SGS.

(d) If a delinquency by client occurs, SGS may choose to suspend work. If such a decision to suspend work is made, SGS will notify Client in writing. SGS may choose to recommence work once a delinquency is completely cured and any and all attendant collections costs, fees, increases in costs or fees, to other amounts required to be paid by Client under this Agreement are made in full. If a delinquency by Client occurs and SGS chooses not to suspend work, no waiver or estoppels shall be implied or inferred.

Section 4. Client's Responsibilities

Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, listed on Attachment C. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time for the performance of SGS's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of SGS's work.

Section 5. Termination

The Agreement may be terminated by either Client or SGS by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay SGS for services and Reimbursable Expenses performed or incurred prior to the termination date.

Section 6. Access to the Site; Photographs

SGS and SGS's employees and consultants shall have access to the Project area from the public right-of-way at all reasonable times and shall be permitted to photograph the Project.

Section 7. Use of Documents

Plans, drawings and specification or other writings or documents prepared or provided by SGS hereunder are prepared for this Project only, but may be used by SGS for purposes of illustrating the scope and nature of project involvement. SGS shall provide Client with a reproducible set of drawings and specifications and a copy of studies, drawings, photographs, GIS Data, and digital files and images for its records.

Section 8. Indemnification

To the extent authorized by law, Client and SGS shall each indemnify and hold the other harmless from any claim or damages of any nature whatsoever arising from the acts of its own officials and/or employees in connection with this Project. In the event of joint and concurrent negligence of both Client and SGS, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Engineer shall not be responsible for actual means, methods, techniques, sequences, procedures or safety precautions and programs used in connection with the Project by others. Engineer shall assist the Owner in the administering of its contracts with any vendor or other

Section 9. Insurance

(a) General Liability:

SGS's insurance shall contain broad form contractual liability with a combined single limit of a minimum of $500,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

(b) Business Automobile Liability:

SGS's insurance shall contain a combined single limit of at least $500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used, or hired

(c) Professional Liability:

SGS's insurance shall contain a combined single limit of a minimum of $1,000,000 per occurrence and in the aggregate, including errors & omissions. The professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract.

(d) Workers' Compensation and Employers Liability Insurance:

SGS shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, SGS shall maintain said coverage throughout the term of this contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that SGS maintains said coverage. Any termination of workers' compensation insurance coverage by SGS or any cancellation or non-renewal of workers' compensation insurance coverage for SGS shall be a material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease, policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this contract.

(e) Other Insurance Requirements:

SGS's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance must reflect that the above wording is included in evidenced policies. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Section 10. Miscellaneous

(a) Client and SGS each bind itself and its successors and assigns to this Agreement. Neither Client nor SGS shall assign or transfer its interest in this Agreement without the written consent of the other.

(b) SGS will provide client with a list of subcontractors and personnel associated with this project. Changes to subcontractors require written consent of Client.

(c) All products produced during this contract, including studies, drawings, photographs, GIS data, and digital files and images, will become the property of the Client.

(d) This Agreement shall be governed by the laws of the State of Texas. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of Texas as first-instance courts of exclusive jurisdiction to which both parties hereby submit. The venue would be exclusively in Lubbock County. The prevailing party in any dispute between the parties in connection herewith shall be entitled to all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred, provided that such costs shall be limited in amount to the lesser of (i) $50,000 and (ii) the amount payable by Client hereunder for SGS's fees for Basic Services and Additional Services.

(e) This Agreement represents the entire Agreement between Client and SGS. This Agreement may be amended only by a writing signed by both Client and SGS.

(f) Any individual who signs this Agreement on behalf of Client or SGS, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of the respective party.

(g) Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between SGS and City of Lubbock.

(h) If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it enforceable so long as the modification is reasonably within the intent the parties originally expressed. If the provision may not be so modified, the unenforceability shall not offset any other provision of the Agreement.

(i) Notice Addresses

SGS Engineering

Steve Owens

401 50th Street

Lubbock, TX 79404

Phone: 806-795-6827

Fax: 806-795-7526

Client: City of Lubbock

Neil Welch, P.E., Assistant City Engineer

PO Box 2000

Lubbock, TX 79457

Phone: 806-775-3254

Fax: 806-775-2051

Section 11. Term and Scope of the Agreement

(a) The term of this agreement shall be one (1) year. After signing Notice to Proceed, this Agreement may be amended or a new agreement may be negotiated at the desire of both parties.

(b) The scope of the project may be adjusted by negotiation as required as the project develops.

Section 12. Reservation of Rights

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.

EXECUTED in duplicate and effective as of the _____ day of _____, _____.

SGS ENGINEERING, LLC

Date: 11/12/14

By: Steve Owens

Steve Owens, P.E.
Title: Managing Partner

Address:
401 50th Street
Lubbock, TX 79404
Phone: 806-795-6827
Fax: 806-795-7526

Attention: Steve Owens

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, City Engineer

_____
Keith Smith, Director of Public Works

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

Address:

City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Phone: 806-775-2110
Fax: 806-775-2051

Attention: Wood Franklin

SCHEDULE 1:
SCOPE OF SERVICES

Task 1: On-Site Review Services

The Engineer shall provide on-site review of construction, including interpretation of specifications, modifications to design, and coordination with City of Lubbock staff and requirements.

SCHEDULE 2
SGS Engineering Fees

Task 1:	Estimated Fee Fee based on time and expense application of attached rates (Schedule 3)	$123,800
	TOTAL NOT-TO-EXCEED FEE	**$123,800**

Lubbock Downtown Redevelopment Project

		Partner	Senior PE	Associate PE	Graduate Engineer	Senior Staff	Senior Tech	Lead Tech	Associate Tech	Const Services	Clerical	Total Hours	Total Exten ($)
	Rates	168	158	139	111	153	93	77	67	99	62		
Task 1 - Construction Services													
A	On-site construction observation									1200		1200	$118,800
B	Expenses												$5,000
												1200	$123,800

SGS

ENGINEERING, LLC

2014 STANDARD BILLING RATES

01/01/2014

BILLING CLASSIFICATION	2014 RATE	EMPLOYEE
Partner 5	168	Owens
Partner 4	158	M Smith, Bow, Neal, L Teal, Payne, Sarkis
Partner 3	150	
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Graduate Engineer 4	105	Brown
Graduate Engineer 3	99	C. Smith, Weaver, Ramireddy
Graduate Engineer 2	93	
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2014 STANDARD BILLING RATES		
BILLING CLASSIFICATION	**2014 RATE**	**EMPLOYEE**
Senior Staff 5	123	
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Senior Technician 3	85	Sevey
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Lead Technician 2	68	
Lead Technician 1	65	
Associate Technician 5	67	McNabb
Associate Technician 4	64	
Associate Technician 3	61	
Associate Technician 2	58	
Associate Technician 1	55	
Administrative Assistant 5	62	
Administrative Assistant 4	59	A Teal
Administrative Assistant 3	56	Westbrook
Administrative Assistant 2	53	Dunn
Administrative Assistant 1	50	

2014 STANDARD
RATE SHEET ATTACHMENT
SPECIAL CHARGES AND ADDERS
(1/1/2014 through 12/31/2014)

OVERTIME	Billing Rates times 1.5 multiplier
PER DIEM	$125.00 per Day
MEALS	$45.00 per day OR $10.00 Breakfast, $10.00 Lunch, $25.00 Supper
EXPENSES	Actual Out-of-Pocket
MILEAGE	On-Road: IRS Allowable Off-Road: IRS Allowable plus $0.04
4-WHEELER	$75.00 Per Day
GPS SURVEY EQUIPMENT	$350.00 Per Day
RANGER	$250.00 Per Day
RANGER + GPS SURVEY	$600.00 Per Day
RELAY TEST EQUIPMENT (OMICRON)	$500.00 Per Day or $1,800.00 Per Substation Checkout
WORK ORDER INSPECTIONS	$525.00 Per Day plus Expenses

NOTE: Billing of specialty charges may include a 10% administration fee.

NOTE: Specialty rates may be applicable for Forensic, Wind, and System Protection services as determined by SGS Engineering on a project basis. These rates are available upon request.

Rate for PSS/E Software work: $250.00 per Hour

SCHEDULE 4
Information Provided by Client

Information that may be required by SGS shall include:

- GIS Layers as shape files:
  - Right-of-Way
  - Water lines
  - Sewer lines
  - Parcel lines
  - Floodplain
  - One-way streets
  - Bus routes and stop locations
  - Centerline information, including street names
  - Existing zoning
  - Existing land use
  - Property values
  - Property ownership
  - Historic landmarks (local, state, national)
  - Buildings over 3 stories
  - City, county, state, and federal ownership
  - TIF and PID boundaries
  - Signalized Intersections
  - On street parking locations
  - Street Functional Classifications

- Documents/other: hard copy and/or computer files (drawings, databases, spreadsheets, etc.)

  - Comprehensive Land Use Plan
  - Marsha Sharp Freeway extension plans and profiles (specifically location and configuration of ramps) (TXDOT will provide schematics first, then more if needed)
  - Texas Tech Master Plan
  - Arts District Master Plan
  - Site Plan for the Walmart
  - Overton Park Public Improvements Site Design Guidelines
  - Overton Park Residential Design Guidelines
  - Civic Center info – events, attendance, etc.
  - New downtown ordinance language (Ordinances and Design Standards)
  - Historic sites, structures as needed
  - Parking inventory: surface and structured parking (private and public): ownership, number of spaces, usage, $ rates
  - Progress/investment to-date for 2 existing TIF Districts (annual reports)
  - Convention and Tourism Bureau "Tourism Research, Strategic Organization and Marketing Plan"
  - CBD Water Line Replacement Plan
  - City Logo
  - Aerial Photographs (current 2005 district orthophotography and historic aerials as needed)
  - Bicycle Plan
  - Traffic Count Map
  - Pavement Conditions
  - Citibus Marketing Study
  - Citibus Ridership Surveys (Texas Tech and Fixed Route)
  - Citibus station inventory
  - Depot District parking information (zone case)
  - List of agency/department contacts

City of Lubbock, TX
Capital Project
Project Cost Detail
December 4, 2014

Capital Project Number:	92227
Capital Project Name:	Underground Utilities

	Budget
Encumbered/Expended	
City Staff	$ 305
Advertising	1,416
SGS Engineering - Phase 2 Design	215,000
Hugo Reed and Associates, Inc. - Surveying	99,310
Agenda Item December 4, 2014	
Phase 2 Construction Deerwood Construction, Inc.	1,681,049
SGS Engineering - Phase 2 CPS	123,800
SGS Engineering - Phase 3 Design	234,185
Encumbered/Expended To Date	2,355,065
Estimated Costs for Remaining Appropriation	
City Staff	10,000
Construction/Design	4,934,935
Remaining Appropriation	4,944,935
Total Appropriation	$ 7,300,000

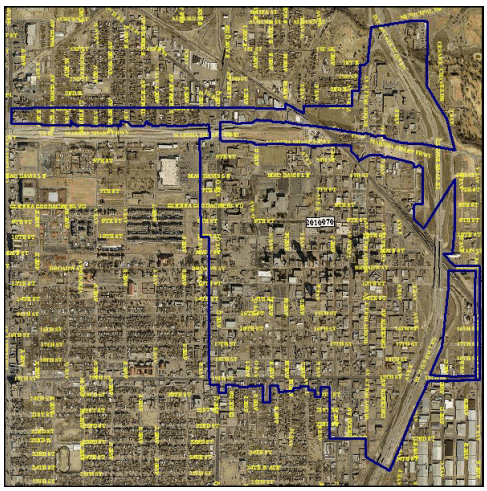
Project Name **Underground Utilities** *Project Number* **92227**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Phase I of the relocation began in 2012 and addresses the northwest quadrant of the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF). The City received a $1.5 million Economic Development Administration (EDA) grant for Phase I of the relocation of utilities underground in the CBD TIF that requires an $800,000 local match that is funded from this project.

Project Justification

The relocation of the utilities in the CBD TIF must be addressed to move forward with the redevelopment of Downtown.

Project History

$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$2.5 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$3.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	2,700,000	3,000,000	3,000,000	0	0	2,000,000	0	10,700,000
Design and Engineering	800,000	0	0	0	0	0	0	800,000
Transfer to Grant	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2010 CBD TIF Revenue CO's	27,852	0	0	0	0	0	0	27,852
FY 2011 CBD TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2013 CBD TIF Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 CBD TIF Revenue CO's	2,472,148	0	0	0	0	0	0	2,472,148
FY 2015 CBD TIF Revenue CO's	0	3,000,000	0	0	0	0	0	3,000,000
FY 2016 CBD TIF Revenue CO's	0	0	3,000,000	0	0	0	0	3,000,000
FY 2019 CBD TIF Revenue CO's	0	0	0	0	0	2,000,000	0	2,000,000
Total Funding Sources	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

Regular City Council Meeting **6. 8.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute contract 12143, a Professional Services Agreement, with Agri-Waste Technology of Raleigh, North Carolina, for modeling and reporting of water and nitrogen balances at the City Land Application sites as required by the Texas Commission on Environmental Quality (TCEQ) wastewater discharge permit.

Item Summary

In December 2001, the City executed a professional services contract with Agri-Waste Technology (AWT) for services necessary for compliance with the (TCEQ) at the Lubbock and Hancock Land Application Sites. Since then, the City has executed annual contracts for required services; including implementing, updating, and operating the water and nitrogen balance model for the Lubbock and Hancock Land Application Site, as required in the City of Lubbock TCEQ wastewater discharge permit. The model ensures the land application and farming activities do not add additional nitrates to the groundwater; and that the high nitrate wastewater is balanced with the uptake of the land application site's crops so that nitrates are not leached into the groundwater.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Staff recommends contract award to Agri-Waste Technology of Raleigh, North Carolina, based on demonstrated competence and qualifications. The contract term expires on January 1, 2016, and the fees for services shall not exceed $153,800.

Fiscal Impact

Funding is available in the Adopted FY 2014-15 Wastewater Fund Operating Budget.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - Agri-Waste Technology, Inc

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 an Agreement by and between the City of Lubbock and Agri-Waste Technology, Inc., 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 Council.

Passed by the City Council on _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Agreement-Agri-Waste Technology,Inc
10.23.14

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 1st day of January, 2015, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Agri-Waste Technology, Inc. (the "Engineer" or "AWT"), a North Carolina corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in the fields of agronomy and soil science and the management, evaluation and remediation of land application of effluent (the "Activities");

WHEREAS, after consideration of the work experience and other qualifications, of Engineer, City has determined that Engineer possesses significant abilities and experience in regard to the Activities and has agreed to perform services related to the Activities for a fair and reasonable price;

WHEREAS, the City desires to contract with Engineer to perform services related to the Activities and Engineer desires to provide the services related to same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer agree as follows:

ARTICLE I

Services

1.01 Engineer shall conduct all activities, as set forth on Exhibit "A", "Scope of Services", attached hereto (the "Services"). The Services shall be completed by Engineer as provided in the Scope of Service. In addition to the specifically described tasks, Engineer

shall also conduct the activities described in the Scope of Services relating to described specific tasks (the "Additional Services"), as requested by the City.

1.02 The services related to the Activities, including any product deliverable thereof, is performed at the direction of the City Attorney of the City and such work is privileged under the attorney-client privilege and the attorney work product privilege. The work, or any aspect thereof, related to the Activities shall not be disclosed to any other party or entity without the express approval of the City Attorney of the City.

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided to the City as described in Article I shall be as provided on Exhibit "A", attached hereto, not to exceed the sum of One Hundred Thirty-Five Thousand Eight Hundred and 00/100 ($135,800). The Additional Services shall be payable upon the hourly rates and fees as set forth in Exhibit "A"; provided, however, Engineer agrees to obtain City's prior approval of all fees and charges for Additional Services shall not exceed the total accumulated sum of Eighteen Thousand and 00/100 ($18,000). If, during the term of this Agreement, it is determined that Engineer's total accumulated fees and charges for Additional Services will exceed the sum of Eighteen Thousand and 00/100 ($18,000), then, upon mutual agreement of the parties at such time, this Agreement may be amended setting forth the payment of compensation to Engineer for Additional Services in excess of said sum. The amount payable hereunder shall be invoiced to the City on a monthly basis as the work is performed, and shall be payable by the City within thirty (30) days after receipt of same.

Except as differentiated in Section 1.01 and Section 2.01, the terms "Services" and "Additional Services" shall be collectively referred to herein as "Services".

2.02 This Agreement shall expire on January 1, 2016. Either party may terminate this Agreement for convenience by providing written notice to the other party at least five (5) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall pay Engineer only for services actually performed by Engineer up to and including the effective date of termination.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as a reasonable and prudent engineer; and Engineer hereby warrants to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its services, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees shall not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01 Engineer's Defaults/City's Remedies. In the event either party shall default in the performance of any term or provision of this Agreement for any reason other than failure by the other party to perform hereunder, the non-defaulting party may, if said default shall be continuing after five (5) days notice of such default is delivered to the defaulting party, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the right to terminate this Agreement without additional notice.

The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Insurance/Indemnity

5.01 Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the state of Texas. The insurance companies

must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: $1,000,000

Professional Liability (to include Environmental Liability):

Combined Single Limit: $1,000,000

The City shall be listed as an additional insured with respect to the Commercial General Liability. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice to City of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $100,000 each accident, $500,000 by disease policy limit, and $100,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

If at any time during the life of the Agreement or any extension hereof, Engineer fails to maintain the required insurance in full force and effect, Engineer shall be in breach hereof and all work under this Agreement shall be discontinued immediately.

ENGINEER HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS, FOR ITSELF, ITS EMPLOYEES AND AGENTS, AND SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF, RELATED TO, ARISING FROM, OR RELATED TO ENGINEER'S USE OR OCCUPATION OF CITY OWNED LANDS, AND/OR ANY MATTER RELATED TO ENGINEER'S ACTIVITIES, PERFORMANCES, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI

Miscellaneous

6.01 Engineer shall comply with all laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.

6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's

address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

R. Keith Smith, Chief Operations Officer
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Facsimile: 806-775-2051

w/copy to:

Craig Henderson, Wastewater System Supervisor
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Facsimile: 806-775-3246

For Engineer:

Chris Mosley
5400 Etta Burke Court
Raleigh, NC 27606
Facsimile: (919) 233-1970

6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT

PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

6.04 This Agreement represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.

6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

6.07 Any and all work product prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above.

6.08 A waiver by either City or Engineer of a breach of this Agreement shall be in writing. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

6.09 Engineer may not assign this Agreement, in whole or in part, without the written consent of such assignment by the City. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

6.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.

6.11 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

6.12 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

Engineer: Agri-Waste Technology, Inc.

By: _____

Name: JEFF VAUGHAN

Title: PRESIDENT

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith, P.E., Director of Public Works

Aubrey Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

AWT Contract 2015
10.8.14

Engineers and Soil Scientists

Agri-Waste Technology, Inc.
501 N. Salem Street, Suite 203
Apex, North Carolina 27502
919-859-0669
www.agriwaste.com

Exhibit A

September 10, 2014

MEMORANDUM

TO: Mr. Craig Henderson, City of Lubbock

FROM: Jeff Vaughan, Agri-Waste Technology, Inc.
Chris Mosley, Agri-Waste Technology, Inc.

SUBJECT: Revised Annual Cost Estimate for Routine Services for the 2015 Calendar Year

As requested, we have developed a cost estimate for routine consulting services provided by AWT to the City of Lubbock for the 2015 calendar year. The cost estimates are based on the 2008 scope of services provided by Lubbock in an email dated November 21, 2007 and are a 5% increase when compared to the 2008 fees. The scope of services is included as Attachment 1.

Routine Services

Task 1: Water/Nitrogen Balance Modeling and Reporting $74,300/year

Task 1.1: Weekly Activities as indicated in the scope of services billed as a lump sum of: $3,900/month

1.1	Rate	Hours/week	Week/month	Cost/Month
Chris	105	5	4.33	$2,273.25
Julie	61	1.5	4.33	$396.20
Jeff	105	2.75	4.33	$1,250.29
Supplies	4.81	1	4.33	$20.82
			Total	$3,940.55

Task 1.2: Quarterly Activities as indicated in the scope of services billed as a lump sum of: $4,000/quarter

1.2	Rate	Hours/week	Week/quarter	Cost/Quarter
Chris	105	1	13	$1,365.00
Julie	61	1.5	13	$1,189.50
Jeff	105	1	13	$1,365.00
Supplies	3.85	1	13	$50.00
			Total	$3,969.50

The remainder of the tasks will be billed as time and materials with a not to exceed amount as presented. These activities will be accomplished by various professionals listed on our schedule of fees. It is our intention to use the lowest cost employees according to their individual talents and abilities relative to the task at hand.

Task 1.3: Annual Activities as indicated in the scope of services billed as time and materials not to exceed: $11,500/year

Task 2: Model Simulations for Management Changes as indicated in the scope of services billed as time and materials not to exceed: $20,700/year

Task 3: Site Visits as indicated in the scope of services billed as time and materials not to exceed: $19,400/year

Task 4: LLAS Recharge Estimates as indicated in the scope of services billed as time and materials not to exceed: $21,400/year

It is anticipated that additional services related to the above described work will be necessary. Upon request of the City, AWT agrees to perform such work at the hourly rates and fee reimbursements included in our schedule of fees.

Please contact us with any questions, concerns, or comments.

OUR ENGINEERS/SOIL SCIENTISTS DO THEIR BEST TO ESTIMATE FEES AND EXPENSES FOR PARTICULAR MATTERS WHERE ASKED TO DO SO. HOWEVER, AN ESTIMATE IS JUST THAT, AND THE FEES AND EXPENSES REQUIRED ARE ULTIMATELY A FUNCTION OF MANY CONDITIONS OVER WHICH WE HAVE LITTLE OR NO CONTROL. HOWEVER, SUCH ESTIMATES ARE NOT A MAXIMUM OR MINIMUM FEE QUOTATION. OUR ACTUAL FEES WILL BE DETERMINED BASED ON TIME AND MATERIAL REQUIREMENTS.

Attachment 1

Scope of Services

SCOPE OF WORK

Task 1: Water / Nitrogen Balance Modeling and Reporting

Task 1.1 Weekly Activities

1. Weekly water and nitrogen application report shall be based on the output of the water and nitrogen balance model and include:
    a. Significant non-routine issues requiring attention
    b. Reservoir levels for that week
    c. Pumping summaries from WWTF
    d. Pumping summaries to plots and outfalls
    e. Available storage in reservoirs
    f. Recommended applications to plots during the upcoming week
        i. In gallons and inches
        ii. Including special notes required
2. Data table updates to model, including effluent data updates and land application spreadsheets
3. Weekly Summary Report shall include:
    a. Summary of applications for the previous week
        i. Recommended application
        ii. Actual application
        iii. Difference
        iv. Planned annual PAN application (pounds of N per acre)
        v. Year to date PAN application (pounds of N per acre and percent of planned)
        vi. Special notes and explanations for differences over 0.5 inches of irrigation
    b. Significant non-routine issues requiring attention

Task 1.2 Quarterly Activities

1. Update of soil data in model – during the year the City of Lubbock will provide updated soil analysis results. These results will be incorporated into the model.
2. Crop information updates – approximately quarterly the City will provide updated crop information (crop location, condition, and harvest) to the contractor, these updates will be incorporated into the model.
3. GIS updates
    a. Delivery of updated shapefiles and other data to the City
4. The contractor's project manager will prepare a brief quarterly report. The project manager will contact, by phone, the technical representative to briefly discuss the quarterly report. The report should be approximately 1 to 2 pages and cover:
    a. Needs from the client
    b. Upcoming deliverables to client/others
    c. Completed & upcoming milestones, events, and meetings

d. Outstanding issues
e. Topics for the City of Lubbock's quarterly discussion with Mike Chadwick (TCEQ)

Task 1.3 Annual Activities

1. Annual model update and preparation (September) – each year the contractor will completely update and prepare the model for use during the upcoming year. The revised model upcoming year and the completed and closed-out model for the previous year will be provided in electronic format to the technical representative.
2. Annual model projections by month – each year the contractor will use the updated model, using historical average precipitation, the latest soil samples, effluent analyses for the previous year and projected flows from the SEWRP, to provide a snapshot of the projected applications needed for each plot on a monthly basis

Task 2 Model Simulations for Management Changes

Full rerun/update of model – during the year it is expected that the City will require a full scale rerun or update to the model, either to simulate proposed management changes or reflect actual management changes. This is expected to be required approximately four times per year.

Task 3 Site Visits

1. Agronomist site visit to verify model parameters (winter and summer) – the contractor will schedule two site visits by an agronomist (one accompanied by engineer) through the technical representative. During these site visits the contractor's agronomist will verify that conditions at LLAS and HLAS are consistent with the model parameters being used for weekly recommendations.
2. Agronomist site visit report – the contractor will develop a report providing notes from the visit and identifying any issues requiring attention.
3. HLAS SAR inspection and report (during a semi-annual site visit) – during one of the semi-annual site visits described above, the contractor's agronomist will evaluate soil profiles in 3-6 fields at HLAS for evidence of infiltration problems associated with high sodium adsorption ratios.

Task 4 LLAS Recharge Estimates

LLAS recharge estimate (Spring) – the contractor will prepare an estimate of the leached effluent and excess N applied at the LLAS for the previous year. This estimate will be based on actual application records, effluent analyses and weather data. The contractor will prepare a projection of similar information for the current year and the next 4 years.

AGRIW-1 OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hartsfield & Nash Agency, Inc.
Post Office Box 1109
Wake Forest, NC 27588
Don Stroud, CIC, AAI
Phone: 919-556-3698
Fax: 919-556-8758

CONTACT NAME: Laura Jazab
PHONE (A/C, No, Ext): 919-556-3698 FAX (A/C, No): 919-556-8758
E-MAIL ADDRESS: Laura@Hartsfield-Nash.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Montgomery Insurance	14613
INSURER B : Endurance American Specialty	41718
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Agri-Waste Technology Inc
501 N. Salem Ste Ste 203
Apex, NC 27502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X	X	BOP5110000	01/18/2014	01/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 50,000 5,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA5105999	01/18/2014	01/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CU8854931	01/18/2014	01/18/2015	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC5110077	01/18/2014	01/18/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
B	Professional Liab			ECC10101303500	08/22/2014	08/22/2015	Each Occ aggregate		4,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Lubbock is added as additional insured with regard to contract with insured. Waiver of Subrogation applies if favor of certificate holder per blanket coverage forms.

CERTIFICATE HOLDER

CITY360

City of Lubbock
3603 Guava St
Lubbock, TX 79404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROTECTOR ® LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROTECTOR ® COVERAGE FORM (BUSINESSOWNERS COVERAGE FORM)

SECTION II – LIABILITY is amended as follows:

A. Coverage Extension - Supplementary Payments

1. Provision **f.(1)(b)** of Paragraph **1. Business Liability** under Section **A. Coverages** is amended as follows:

   (b) Up to $2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

2. Provision **f.(1)(d)** of Paragraph **1. Business Liability** under Section **A. Coverages** is amended as follows:

   (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.

B. Medical Expenses - Extensions

1. Provision **a.** of Paragraph **2. Medical Expenses** under Section **A. Coverages** is replaced by the following:

   a. We will pay for medical expenses as described below for "bodily injury" caused by an accident:

   (1) On premises you own or rent;
   (2) On ways next to premises you own or rent; or
   (3) Because of your operations;

   Provided that:

   (a) The accident takes place in the "coverage territory" and during the policy period;
   (b) The expenses are incurred and reported to us within three years of the date of the accident; and
   (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

2. Paragraph **2.** of Section **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   2. The most we will pay for the sum of all damages because of all:

   a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
   b. "Personal and advertising injury" sustained by any one person or organization.

   is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the greater of $15,000 or the Medical Expense limit shown in the Declarations.

C. Damage by Fire, Lightning, Explosion, Smoke or Leakage

1. The final sentence of Paragraph **1.** of Section **B. Exclusions** is amended as follows:

   Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to premises while rented to you, or temporarily occupied by you with permission of the owner provided that the damage is caused by one of the following; fire, lightning, explosion, smoke or leakage from automatic fire protection systems. A separate Limit of Insurance applies to this coverage as described in **D. Liability And Medical Expenses Limits Of Insurance.**

2. Paragraph **3.** of Section **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising from one event is the greater of:

   a. $300,000; or
   b. the Damage To Premises Rented To you limit shown in the Declarations.

   As used in this provision, one event includes all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from automatic fire protection systems or any combination of these.

D. ADDITIONAL INSUREDS - BY CONTRACT

The following is added to Paragraph **2.** under **C. Who Is An Insured**

e. Any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Form but only with respect to the liability of that person or organization arising out of "bodily injury" or "property damage" occurring or a "personal and advertising injury" offense committed:

(1) During ongoing operations performed by you or on your behalf; or
(2) On premises or facilities owned or used by you; and

Only to the extent to which insurance applies under this Coverage Form.

A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises, facilities or ongoing operations ends.

This provision **D.** does not apply:

(1) Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury" "property damage", "personal and advertising injury";
(2) To the rendering of or failure to render any professional services; or
(3) To any person or organization included as an insured by separate endorsement issued by us and made a part of this policy.

E. AGGREGATE LIMITS

Paragraph **4.** of **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay for the sum of all damages because of:

a. Injury or damage under the "products-completed operations hazard" arising from all "occurrences" during the policy period is twice the Liability and Medical Expenses Limit.
b. "Bodily injury" or "property damage", including medical expenses, arising from all "occurrences" during the policy period which can be attributed to operations at a single location is twice the Liability and Medical Expenses Limit. This limitation applies separately to each location. This limitation does not apply to:

(1) "Bodily injury" or "property damage" included in the "products-completed operations hazard", or
(2) "Property damage" to premises while rented to you, or temporarily occupied by you with permission of the owner, arising out of fire, lightning, explosion, smoke, or leakage from automatic fire protection systems.

c. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is twice the Liability and Medical Expenses Limit. This limitation does not apply to:

(1) Injury or damage included in the "products-completed operations hazard";
(2) "Bodily injury" or "property damage", including medical expenses, arising from "occurrences" during the policy period which can be attributed to operations at a single location; or
(3) "Property damage" to premises while rented to you, or temporarily occupied by you with permission of the

owner, arising out of fire, lightning, explosion, smoke or leakage from automatic fire protections systems.

Payments made under any one of the above provisions shall not reduce the Aggregate Limit described in any other provision within paragraph 4.

For the purposes of this endorsement, location means premises involving the same connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Pparagraph **2. E. Liability And Medical Expenses General Conditions:**

e. Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, insurance manager, or a person who has been designated by them to receive reports of occurrences, offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

G. BODILY INJURY REDEFINED

Under **F. Liability And Medical Expenses Definitions**, definition **3.** is replaced by the following:

3 . "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Regular City Council Meeting **6. 9.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0160 abandoning and closing a drainage easement located in Section 27, Block AK, 94th and Mobile Avenue, Lubbock County, Texas.

Item Summary

On November 20, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandoning and closing a drainage easement located in Section 27, Block AK, which is just west of Milwaukee and south of 94th and Mobile Avenue. The easement is no longer needed due to development purposes and a new drainage easement will be dedicated to replace the closure. Storm Water Engineer is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Section 27, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-Easements-Drainage Easement Section 27, Block AK.ord
10.21.14

EXHIBIT
tabbies
"A"

AMD ENGINEERING, LLC

DRAINAGE EASEMENT CLOSURE

Metes and Bounds Description on a 0.22 acre tract of land (9,583 sq. ft.) out of Section 27, Block A-K, Lubbock County, Texas and being more particularly described as follows:

Beginning at point for the Northeast corner of this tract whence the Southeast corner of Section 27, Block AK bears East, a distance of 688.31 feet and S00°05'19"E, a distance of 1133.18 feet;

Thence South, a distance of 200.00 feet to a point for the Southeast corner of this tract;

Thence West, a distance of 48.00 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 200.00 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 48.00 feet to the Point of Beginning.

Containing 0.22 acres (9,583 Sq. Ft.)

File No: 14124
October 24, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

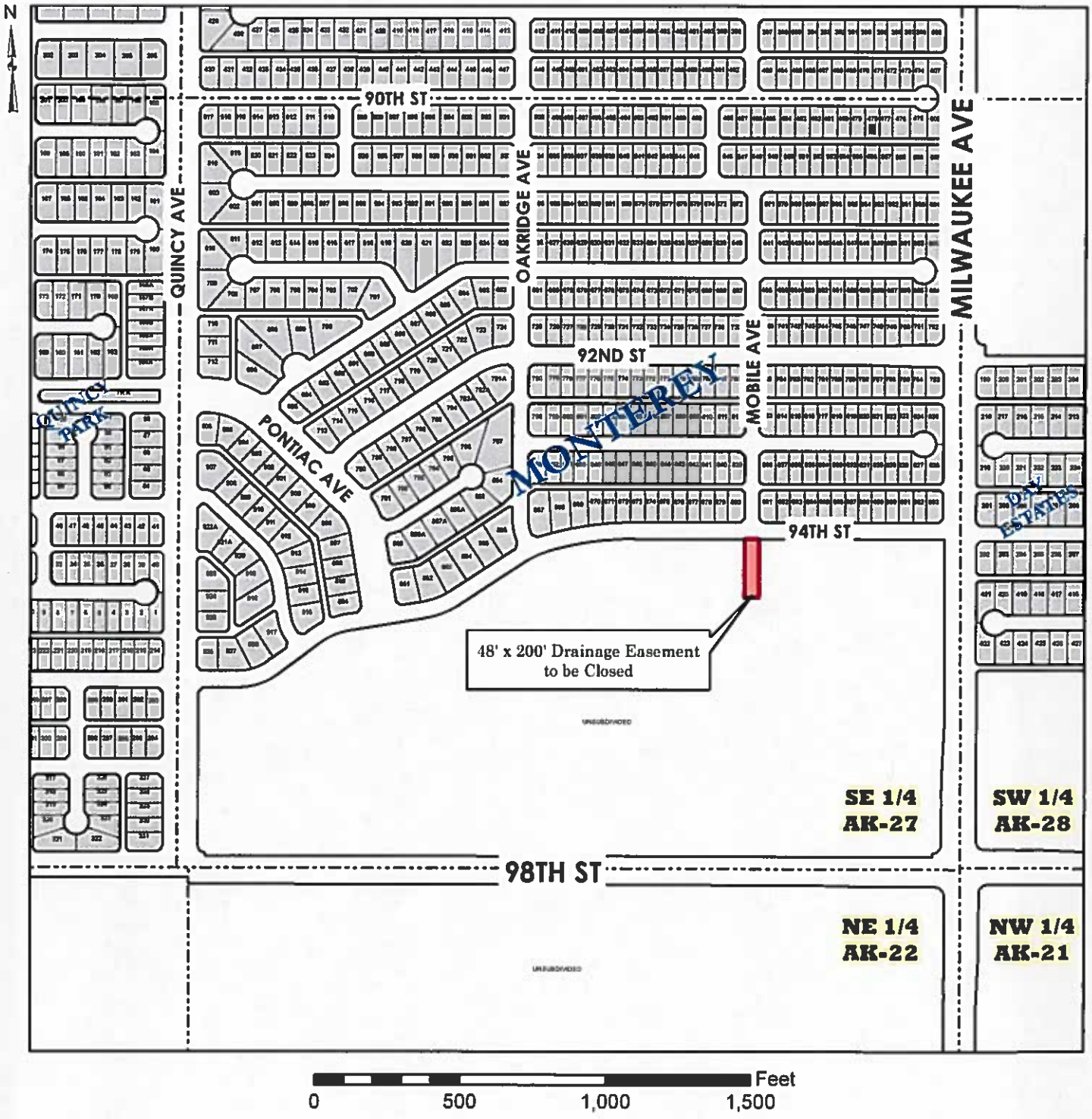
STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

CIVIL ENGINEERING
2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPLS Reg. # 101785-00
www.amdeng.com

LAND SURVEYING
Office: (806) 771-5976
Fax: (806) 771-7625

Proposed Closing of a Drainage Easement
(as Dedicated in V. 9959 P. 344 as Tract Four)
Located South of 94th Street and West of Milwaukee Avenue,
Southeast Quarter of Section 27, Block AK



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Regular City Council Meeting **6. 10.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a lease amendment between the City of Lubbock and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car at Lubbock Preston Smith International Airport.

Item Summary

EAN Holdings, LLC d/b/a Enterprise Rent-A-Car currently leases 68,000 square feet of land for their service facility and parking area. This is the second amendment adding land for parking. This amendment adds 59,220 square feet specifically for grounded or employee vehicle parking. With the addition, the total ground rental will be for 127,220 square feet at the current rate of $0.1700 square feet per year. EAN will provide fencing around the area in order to make it inaccessible to airport patrons.

The amendment will provide $10,067 in additional annual revenue. The rate is adjusted annually according to the Consumer Price Index.

Fiscal Impact

The amendment will provide $10,067 in additional annual revenue.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Amendment 2 - Enterprise

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, Amendment 2 to a certain ground lease agreement by and between the City of Lubbock and EAN HOLDINGS, LLC d/b/a ENTERPRISE RENT-A-CAR at the Preston Smith International Airport, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Lease Agrmt Amend-EAN HOLDINGS, LLC
9.12.14

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AMENDMENT 2 TO LEASE AGREEMENT

This Agreement is entered into by the **CITY OF LUBBOCK** (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and **EAN HOLDINGS, LLC d/b/a ENTERPRISE RENT-A-CAR** (referred to herein as "Lessee").

WITNESSETH:

WHEREAS, City and Lessee executed a Lease Agreement on the 26th day of July, 2012, in which Lessee was granted the right to operate an automobile rental service for ground transportation for passengers arriving at and departing from the Airport; and

WHEREAS, City and Lessee executed a Lease Amendment on the 11th day of July, 2013, in which Lessee was granted an additional 48,000 square feet of land for automobile parking in the overflow parking lot making a total of 68,000 square feet; and

WHEREAS, Lessee desires to lease an additional 59,220 square feet for automobile parking adjacent to their service facility lot; and

WHEREAS, the additional 59,220 square feet area will be used only for grounded automobiles or Lessee's employee parking; and

WHEREAS, the Lessee shall provide at their expense temporary fencing and gates to enclose the additional 59,220 square feet of leased premises; and

NOW THEREFORE, Lessor and Lessee agree to the following amended terms:

I.

Article Four, A. 2. Ground Lease (Service Facility), is amended to read as follows:

"For each month that this lease is in effect, the Lessee shall pay to the City, rentals for a ground lease on an area to be used as a service facility and additional parking consisting of **127,220** square feet of exclusive lease area, as shown on Exhibit "B", "B1", and "B2" at the rate of $0.1700 per sq. ft. per year. On January 1, 2015, and each year thereafter on the same month and day for the remainder of the term of this Agreement, the rental rate for the area to be used as

a service facility and additional parking shall be adjusted upward or downward in accordance with the increase or decrease for the preceding twelve (12) months in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Government. In regard to the property described on Exhibit "B2", the following provisions shall apply:

(a) The Lessee shall install, at its own expense, temporary fencing and gate materials being satisfactory to the Executive Director of Aviation, in her sole discretion;

(b) The Lessee shall only use the additional 59,220 square feet for grounded automobiles or employee parking. The area shall not be made accessible to rent car or airport patrons. Pavement is not required for this same area."

Executed this _____ day of _____, 2014.

CITY OF LUBBOCK

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

EAN HOLDINGS, LLC d/b/a
ENTERPRISE RENT-A-CAR

BY: _____
HOWARD ZAROFF
Title: General Manager/Vice President

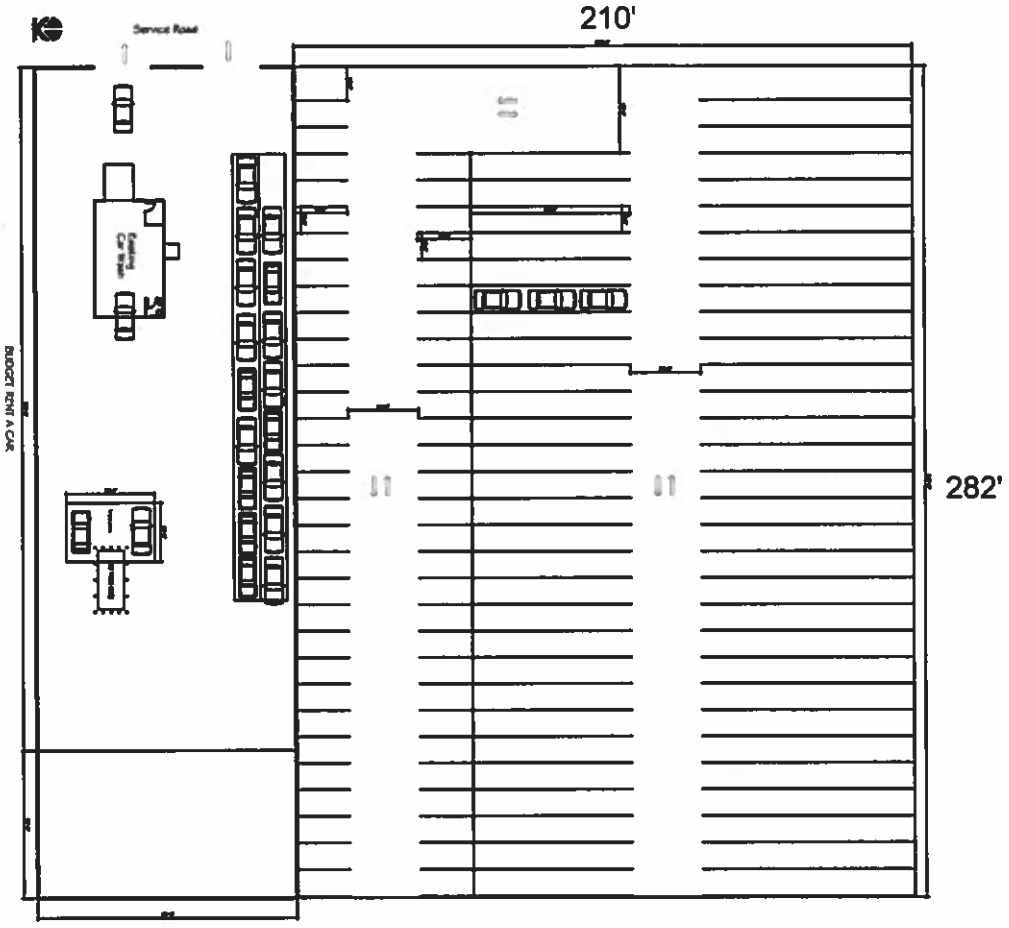
Date: 11-10-14

APPROVED AS TO CONTENT:

Kelly Campbell
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney


210'
282'
Service Road
BUDGET RENT A CAR

Regular City Council Meeting **6. 11.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a contract 10190 between the City of Lubbock and Coffman Associates, Inc. for Airport Planning Services.

Item Summary

Lubbock Preston Smith International Airport has a contract with Coffman Associates, Inc. for on-call planning services. In this contract, Coffman Associates will provide an Airport Layout Plan (ALP) update and narrative report.

Specific objectives outlined in the scope of services:

- Analyze existing airfield pavements to determine compliance with Federal Aviation Administration's (FAA) revised geometrical standards included in Advisory Circular (AC) 150/5300-13A;
- Alternative taxiway layouts to include new taxiways, modifications to existing taxiways, and/or removal of some existing taxiways;
- Examine landside areas for potential improvements to increase revenue opportunities or improve efficiencies. The analysis will be a global exercise which will include the commercial passenger complex;
- Following collaboration with the airport, FAA, and airport users, provide an updated Airport Layout Plan drawing set which includes recommended airport improvements;
- Based on earlier recommendations, prepareairport development priorities and ten-year capital improvement program.

Fiscal Impact

The contract amount of $118,740 will be paid from the Airport’s operating budget.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - Coffman

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, Contract No. 10190 for on-call planning services for Lubbock Preston Smith International Airport, by and between the City of Lubbock and Coffman Associates, Inc., of Lee's Summit, Missouri, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract –Lubbock Airport-Coffman Associated, Inc
11.19.14

AIRPORT PLANNING SERVICES CONTRACT

This Agreement, made in Lubbock, Texas, and entered into as of this _____ day of _____, 2014 by and between:

CITY OF LUBBOCK
5401 North MLK Boulevard
Unit 389
Lubbock, Texas 79403

hereinafter referred to
*as the **SPONSOR***

AND:

COFFMAN ASSOCIATES, INC.
237 N.W. BLUE PARKWAY, SUITE 100
LEE'S SUMMIT, MISSOURI 64063

hereinafter referred to
*as the **CONSULTANT***

FOR THE PURPOSE of providing the following planning services:

AIRPORT ALP UPDATE AND
NARRATIVE REPORT for
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

hereinafter referred to
*as the **PROJECT***

DO HEREBY, mutually agree as follows:

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant.** The SPONSOR hereby agrees to engage the Consultant who in turn agrees to perform the technical and professional services necessary to produce the Project. Mr. Michael W. Dmyterko will represent the Consultant as Project Manager in the performance of this Agreement. No one else will be assigned to act in these capacities without the SPONSOR's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities of the consultant necessary to complete the Scope of Services.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the SPONSOR, the services generally outlined below and specifically indicated in Exhibit A - Scope of Services, attached and incorporated by reference hereto.

1.3 **Notice to Proceed.** The official Notice to Proceed will be issued in writing by the SPONSOR.

1.4 **Time of Performance.** The services of the Consultant shall be undertaken and completed in a timely fashion. The project schedule is outlined on Exhibit C.

1.5 **Responsibility of the Consultant.** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Consultant

under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in any documents prepared in association with this Project.

ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** It is expressly understood and agreed that the total compensation to be paid to the Consultant shall be a firm fixed price amount of One Hundred Eighteen Thousand Seven Hundred Forty Dollars ($118,740.00) for services specified in Exhibit A - Scope of Services (to also include all Sub-consultant services). Such sum shall constitute full and complete compensation for the Consultant's services, as identified in Exhibit B - Cost Summary, attached and incorporated by reference hereto.

2.2 **Method of Payment.** The SPONSOR shall pay to the Consultant not more than the fixed price amount set out in Article 2.1 above. Payments shall be at monthly intervals subject to receipt of requisitions for payments from the Consultant specifying that it has performed the work and is entitled to the amount requisitioned under the terms of this Agreement.

2.3 **SPONSOR Responsibilities for Compensation.** The SPONSOR agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without written notification to the Consultant. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Project costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each Project dollar. It is also expressly understood that the SPONSOR has the right to withhold payment of any invoice if he feels that the Consultant has not performed the requisitioned work in a satisfactory manner. If the SPONSOR does decide to withhold payments to the Consultant for any reason, he must provide written notification and an explanation to the Consultant within ten (10) days from receipt of the invoice.

2.4 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the SPONSOR.

ARTICLE 3 - CHANGES TO THE SCOPE OF SERVICES

The SPONSOR may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within ten (10) days from the date or receipt by the Consultant of the notification of change.

No services for which an additional cost for fee will be charged by the Consultant shall be furnished without the prior written authorization by the SPONSOR.

ARTICLE 4 - TERMINATION OF THE AGREEMENT - 49 CFR PART 18

The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice

directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.

If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

If the termination is due to failure to fulfill the Consultant's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of the Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference as a part of this contract.

5.2 **Nondiscrimination.** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5.3 **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

5.4 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the SPONSOR shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the contract until the Consultant complies and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

5.5 **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations and directives issued pursuant thereto and shall permit access to

its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the SPONSOR, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Breach of Contract Terms Sanctions** - 49 CFR PART 18

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

5.7 **Suspension and Debarment** - 49 CFR Part 29

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.8 **DBE Required Statements** - *49 CFR PART 26*

Consultant Responsibilities - The Consultant shall agree to the below stated Department of Transportation policy and disadvantaged business enterprises obligation and further agrees to insert the following clauses in any subcontract.

Contract Assurance - The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the SPONSOR deems appropriate.

Prompt Payment - The Consultant agrees to pay each Subconsultant under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from the SPONSOR. The Consultant agrees further to return retainage payments to each Subconsultant within ten (10) days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE Subconsultants.

5.9 **Inspection of Records.** - *49 CFR PART 18*

The Consultant shall maintain an acceptable cost accounting system. The SPONSOR, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Consultant which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for three (3) years after the SPONSOR makes final payment and all other pending matters are closed. Such records shall include hard copy as well as computer readable data. The Consultant shall require all of its payees including, but not limited to, Subconsultants, insurance agents or material suppliers to comply with the provisions of this

clause by including the requirements hereof in a written agreement between the Consultant and payee.

5.10 **Ownership of Documents and Other Data.** The Consultant agrees that all Designs, Drawings, Specifications, notes, and any other work developed in the performance of this Agreement shall be and remain the sole property of the SPONSOR and may be used on any other work without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended will be at the SPONSOR's sole risk and without liability or legal exposure to Consultant. The Consultant, for the period of three (3) years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the SPONSOR. Unless otherwise provided in the Agreement, the Consultant shall have the right to retain copies of all such materials beyond such period.

5.11 **Airport and Airway Improvement Act of 1982, Section 520 - Civil Rights Provisions.** The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted as part of the project. This provision binds the Consultants from the bid solicitation period through the completion of the contract.

5.12 **Rights to Inventions** - 49 CFR Part 29

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR. Information regarding these rights is available from the FAA and the SPONSOR.

5.13 **Restrictions Of Federal Public Works Projects.** - 49 CFR PART 30

The Consultant or Subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the SPONSOR may direct the cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the SPONSOR if the Consultant learns that its certification, or that of a Subconsultant, was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or a Subconsultant knowingly rendered an erroneous certification, the SPONSOR may direct the cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdictions of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

5.14 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 1 through 13 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 6 - SUSPENSION OF WORK

The SPONSOR may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the SPONSOR.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the SPONSOR in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE 7 - INSURANCE

Unless otherwise specified, the SPONSOR shall be shown as an additional insured on all applicable insurance policies except professional liability and worker's compensation. All general and automobile liability insurance shall be written on an occurrence basis unless

otherwise agreed to in writing by the SPONSOR. The SPONSOR shall be given written thirty (30) days notice of any insurance policy cancellation.

1. Professional Liability: The Consultant shall maintain, throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than one million dollars ($1,000,000), per claim and annual aggregate, and shall provide the SPONSOR with certification attached to this Agreement.

2. Commercial General Liability Each
   Occurrence $1,000,000
   General Aggregate $2,000,000

The policy must also include personal injury; products/completed operations; contractual liability and independent contractors.

3. Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

4. Employer's Liability:

Bodily Injury by Accident	$1,000,000	(each accident)
Bodily Injury by Disease	$1,000,000	(policy limit)
Bodily Injury by Disease	$1,000,000	(each employee)

5. Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

6. Subconsultant's Insurance: If a part of this Agreement is to be sublet, the Consultant shall either:
   a) Cover all subconsultants in its insurance policies; or
   b) Require each subconsultant not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amount so designated.

7.1 **Indemnity** Consultant agrees to hold harmless and indemnify the SPONSOR from any and all claims of liability resulting from Consultant's performance of this contract. Consultant agrees to maintain comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00) including the SPONSOR as an additional insured.

The Consultant shall indemnify and hold harmless the SPONSOR as to any and all damages, claims, or losses, including attorney's fees, arising out of the negligent acts or omissions of its subconsultants.

ARTICLE 8 - COMPOSITION OF CONSULTANT

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable.

ARTICLE 9 - INTERESTS AND BENEFITS

9.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

9.2 **Interest of Members of SPONSOR and Others.** No officer, member or employee of the SPONSOR and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Contract, shall participate in any decision relating to the contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

9.3 **Lobbying and Influencing Federal Employees** - *49 CFR Part 20*

No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 and the amendment or modification of any Federal grant. 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ARTICLE 10 - ASSIGNABILITY

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the SPONSOR thereto: provided, however, that claims for money due or to become due to the Consultant from the SPONSOR 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 SPONSOR.

NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

IN WITNESS WHEREOF, the SPONSOR and the Consultant have executed this AGREEMENT.

EXECUTED this _____ day of _____, 2014.

FOR THE SPONSOR:
CITY OF LUBBOCK

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary's Office

FOR THE CONSULTANT:
COFFMAN ASSOCIATES, INC.

BY: _____
STEVEN G. BENSON,
Chief Executive Officer

ATTEST:

_____
Michael W. Dmyterko, Principal

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES
For a
Airport Layout Plan (ALP) Narrative Report
for
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT
LUBBOCK, TEXAS

INTRODUCTION

Lubbock Preston Smith International Airport (LBB) ALP Narrative Report Study Scope of Services is being prepared to establish the goals of the project and framework from which all parties to the project may participate. The objective of the study is to provide the airport sponsor with proper guidance for improving the layout of the taxiway system at LBB. This study will utilize FAA criteria and planning efforts to determine an optimum taxiway system to improve airfield efficiency and safety. Coordination between the Sponsor, the Federal Aviation Administration (FAA), and other parties with an interest in the airport will be essential to bringing together all facts and data relevant to the project and to developing an updated development plan.

Specific objectives of the study Scope of Services will be:

- Analyze existing airfield pavements to determine compliance with FAA's revised geometrical standards included in Advisory Circular (AC) 150/5300-13A;
- Alternative taxiway layouts to include new taxiways, modifications to existing taxiways, and/or removal of some existing taxiways;
- Examine landside areas for potential improvements to increase revenue opportunities or improve efficiencies. The analysis will be a global exercise which will include the commercial passenger complex;
- Following collaboration with the airport sponsor, FAA, and airport users, provide an updated Airport Layout Plan Drawing set which included recommended airport improvements.
- Based on earlier recommendations, prepare airport development priorities and five-year capital improvement program.

ELEMENT 1 – AIRPORT ANALYSIS AND ALTERNATIVES

Task 1.1 – Review and Validate Extant FAA Aviation Forecasts

Description: There will be no new forecasting prepared for this study process; however, forecast data will be required to perform some of the analysis. The FAA Terminal Area Forecast (TAF) will be examined and utilized for this study. It will be examined to determine applicability and reasonability first. If any of the TAF figures are deemed not applicable or unreasonable, the forecasts will be modified as necessary by Coffman Associates.

Task 1.2 – Airfield System Operational Analysis

Description: Perform an analysis of the current airfield operational system at Lubbock Preston Smith International Airport with regard to safety and functional efficiency. FAA safety and design standards for the airport's critical aircraft will be considered. All historical FAA, RSAT, or other (previous planning exercises) recommendation will be considered as well. The goal of the analysis will be to determine if any existing airfield layout or geometry is inefficient and/or does not meet current FAA design standard.

Task 1.3 – Airfield System Alternatives Analysis

Description: Formulate a series of alternatives for the airfield system based upon the operational analysis in Task 1.1. The alternatives will address options to improve safety and efficiency. The alternatives will be evaluated with regard to safety, optimization, functional efficiency, logistical (phased) development, and development cost. The alternatives may be submitted for the purposes of a Safety Management System (SMS) process that could include input from the FAA, LBB, ATCT, airlines and other stakeholders. This process could result in the development of a FAA Risk Management Decision Document if required to be coordinated through an SMS process.

Task 1.4 - Airfield System Recommendations

Description: Based upon the results of the alternative analysis, coordination activities, issues, comment and direction from the airport staff, prepare and refine a preferred airfield system improvement concept. This process will involve the development of conceptual airfield plan, and a refinement of development costs, and a priority schedule for development.

Task 1.5 – Landside Facility Recommendations

Description: An analysis of landside facilities will be made to determine if existing facilities are sufficient to meet demand. The analysis will be global in approach and will

offer generalize recommendations if any are necessary. Airline terminal, air cargo, and general aviation facilities will be examined.

ELEMENT 2 – UPDATE ALP DRAWING SET

The purpose of this study element is to develop a new set of Airport Layout Plans and Drawings for Lubbock Preston Smith International Airport. All plans are prepared in a format that is readily acceptable to the FAA and can be utilized by airport officials in carrying out implementation. All plans will be produced utilizing the most current version of AutoCAD software. The AutoCAD drawings will be a deliverable item to LBB at the completion of this project. Seven hard copy blackline prints (22" x 34") of the ALP set and one CD-ROM with a PDF of the ALP set will be provided to the FAA for airspace review. Additional copies of the ALP set will be provided as necessary for Sponsor and FAA review.

The ALP will be completed according to the FAA Southwest Region ALP checklist. The checklist will be filled out accordingly and submitted along with the ALP drawings for FAA review as a quality control measure.

Task 2.1 - Airport Layout Drawing

Description: Following the Recommended Airport Master Plan Concept developed in previous tasks and FAA's checklist (for items applicable to this project) an Airport Layout Drawing (ALD) for the airport will be prepared utilizing AutoCAD software. The existing airport layout plan will be updated to reflect changed physical features, wind data, runway and taxiway data, and airport data. Guidelines for the preparation of an airport layout plan as defined by the FAA Southwest Region Checklist for Master Plan and Airport Layout Plan will be followed. The ALD will follow guidance in FAA AC 150/5300-13A, *Airport Design*, and AC 150/5070-6B, *Airport Master Plans*, Change 1, Appendix D.

Task 2.2 - Update Part 77, Approach Zone Profiles, and Inner Approach Surface Drawings

Description: Update the Part 77, Inner Approach Zone Profiles, and Inner Approach Surface Drawings in accordance with FAA AC 150/5300-13A *Airport Design*, and AC 150/5070-6B, *Airport Master Plans*, Change 1, Appendix D. Updated obstruction information will be derived from best available data supplied by the FAA and Sponsor, and supplemented with U.S. Geological Survey (U.S.G.S.) base maps which will be super-imposed on the airspace drawing. Blackline prints (22" x 34") will be provided as necessary for Sponsor and FAA review. It should be noted that no new approach obstruction survey work will be obtained under Element 3.

Task 2.3 – Update Terminal Area Drawing(s)

Description: Update the terminal area drawings for the airport reflecting recent development and recommended development. Proposed development will follow analysis of existing property to determine suitability for usage. The task will include up to three (3) alternative layouts presented to airport staff in determining the recommended landside layout. Analysis in this task will aid in determining airport land use guidelines in Task 2.5. The landside facility drawing will be updated in accordance with FAA AC 150/5300-13A, *Airport Design*, and AC 150/5070-6B, *Airport Master Plans*, Change 1, Appendix D. Blackline prints (22" x 34") will be provided as necessary for Sponsor and FAA review.

Task 2.4 - Prepare Airport Land Use Plan

Description: The Airport Land Use Plan will be prepared in accordance with FAA AC 150/5300-13A, *Airport Design*, and AC 150/5070-6B, *Airport Master Plans*, Change 1, Appendix D. The on- and off-airport land uses will be depicted by general use categories. Blackline prints (22" x 34") will be provided as necessary for Sponsor and FAA review. This element will include updating the existing and ultimate airport noise exposure contours. Since no new forecasting will be completed via this effort, FAA TAF forecast information will be utilized for the development of ultimate noise contours.

ELEMENT 3 – CAPITAL IMPROVEMENT PROGRAM

The purpose of this element is to outline a 10 year capital improvement program (CIP) to be usable in formulating the Airport CIP, or ACIP, for the FAA. The CIP will incorporate local priorities as well as those projects identified through this planning process.

Task 3.1 - Prepare Airport Development Priorities and Cost Estimates

Description: Prepare the airport development priorities and cost estimates (in current dollars) for the selected planning concept for Lubbock Preston Smith International Airport, thereby ensuring that logical prioritization of improvements are given proper consideration in the development of the capital improvement program. Items that are eligible for funding under the Airport Improvement Program will be identified in accordance with FAA Order 5100.39A, *Airport Improvement Program (AIP) Handbook.*

Task 3.2 - Prepare Capital Improvement Program (CIP)

Description: Develop a recommended 10-year airport capital improvement program.

ELEMENT 4 – FINAL REPORTS AND MEETINGS

Task 4.1 - Coordination Meetings

Description: The planning process will require on-site meetings at periodic points in the study. This task will include two (2) meetings that could take place at LBB and/or in the FAA Southwest Region offices in Forth Worth, Texas. One meeting will be undertaken with the sponsor to outline alternatives and the second will be for the FAA and/or sponsor for final recommendations and approval.

Task 4.2 – Final Reports

Description: A draft final report will be submitted to the Airport Sponsor and FAA (if requested). This report will include information completed in Elements 1 through 3. Ten (10) copies of the draft final report will be submitted so as to allow the airport sponsor to review and offer final comments/recommendations.

Once the draft airport narrative report has been approved, a final report will be submitted to the airport sponsor. Ten (10) copies of the Final Report will be provided, in addition to ten (10) digital copies of the entire plan (text and graphics) in a PDF format. The airport layout plan drawing will be provided in AutoCad (.dwg) file format.

EXHIBIT B
PROJECT COST SUMMARY
AIRPORT LAYOUT PLAN UPDATE NARRATIVE REPORT
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT
November-14
Version 3

		PERSON DAYS				COSTS			
						COFFMAN		SUB	
	ELEMENT/TASK	Principal $1,800	Senior Planner $1,320	Planner $1,000	Technical $840	LABOR	EXPENSES		TASK/ELEMENT TOTAL
ELEMENT 1 - AIRPORT ANALYSIS AND ALTERNATIVES									
1.1	Review and Validate FAA Forecasts	0	1	1	2	$4,000	$0	$0	$4,000
1.2	Airfield System Operational Analysis	1	1	5	4	$11,480	$0	$0	$11,480
1.3	Airfield System Alternative Analysis	0	1	3	2	$6,000	$0	$0	$6,000
1.4	Airfield System Recommendations	0	1	3	2	$6,000	$0	$0	$6,000
1.5	Landside Facility Recommendations	0	2	3	2	$7,320	$0	$0	$7,320
SUBTOTAL - ELEMENT 1		**1**	**6**	**15**	**12**	**$34,800**	**$0**	**$0**	**$34,800**
ELEMENT 2 - UPDATE AIRPORT LAYOUT PLAN DRAWINGS									
2.1	Update Airport Layout Drawing (ALD)	0	3	2	10	$14,360	$0	$0	$14,360
2.2	Update F.A.R. Part 77 Drawing and IASD[1, 2]	0	1	1	10	$10,720	$0	$0	$10,720
2.3	Update Terminal Area Drawings	0	1	2	8	$10,040	$0	$0	$10,040
2.4	Update Land Use Map	0	1	3	4	$7,680	$0	$0	$7,680
SUBTOTAL - ELEMENT 2		**0**	**6**	**8**	**32**	**$42,800**	**$0**	**$0**	**$42,800**
ELEMENT 3 - CAPITAL IMPROVEMENT PROGRAM									
4.1	Prepare Project Priorities and Cost Estimates	0	2	1	2	$5,320	$0	$4,500	$9,820
4.2	Prepare CIP	1	2	1	4	$8,800	$0	$0	$8,800
SUBTOTAL - ELEMENT 3		**1**	**4**	**2**	**6**	**$14,120**	**$0**	**$4,500**	**$18,620**
ELEMENT 4 - FINAL REPORTS AND APPROVAL									
4.1	Coordination Meetings (2)	4	1	0	0	$8,520	$3,600	$0	$12,120
4.2	Draft and Final Reports	1	2	1	4	$8,800	$1,600	$0	$10,400
SUBTOTAL - ELEMENT 4		**5**	**3**	**1**	**4**	**$17,320**	**$5,200**	**$0**	**$22,520**
TOTAL COSTS		***7***	***19***	***26***	***54***	***$109,040***	***$5,200***	***$4,500***	***$118,740***

[1] **Element will utilize best available data provided by Sponsor and FAA; No new survey of approach areas will be conducted in this task**
[2] **Element will not conform to FAA A/C 16, 17, and/or 18; No new survey data is scoped for collection**

EXHIBIT C
PROJECT SCHEDULE
AIRPORT LAYOUT PLAN UPDATE NARRATIVE REPORT
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

ELEMENT		MONTHS											
	Notice to Proceed	1	2	3	4	5	6	7	8	9	10	11	12
Initiation	■												
Airport Analysis and Alternatives		■	■	■									
Update Airport Layout Plans				■	■	■	■	■					
Capital Improvement Program						■	■	■	■				
Final Review/Documentation										■	■		
PAC Meetings		♦							♦				
City Council Approval											♦		

Regular City Council Meeting **6. 12.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution by the City Council to approve the price and conditions of sale by the Urban Renewal Agency of two vacant lots to 8706 Valencia Property, LLC for $800 ($400 per lot) at 2606 and 2610 Globe Avenue to build two single family houses, designated as Parcels 663300-58-0 & 663300-58-3 and legally described as Lots 1 & 3, Block 58, Ora Vista Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

This is a routine sale of a two residential vacant lots at 2606 and 2610 Globe Avenue by Urban Renewal Agency to 8706 Valencia Property, LLC for $800 ($400 per lot) to build two single family houses.

Fiscal Impact

This land sale will put the property into private ownership, back on the tax roles and remove the weed mowing expense.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Urban Renewal Board of Commissioners

Attachments

Resolution - Globe Avenue

Contract - Globe Avenue

Map

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the price and conditions of sale of two (2) vacant lots by the Urban Renewal Agency to 8706 Valencia Property, LLC for $800.00 at 2606 and 2610 Globe Avenue designated at Parcel 663300-58-0 & 663300-58-3 and legally described as Lots 1 & 3, Block 58, Ora Vista Addition to the City of Lubbock, Lubbock County, Texas.

Passed by the City Council this _____day of _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rhonda Gentry
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

Reso.Urban Renewal Land Sale-2606 & 2610 Globe
11.14.14

CONTRACT FOR SALE OF LAND

AGREEMENT, made on or as of the **21st** day of **October 2014,** by and between the **URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK**, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1625 13th Street in the City of Lubbock (hereinafter called "City"), State of Texas, and **8706 Valencia Property, LLC** (hereinafter called "Purchaser") at **P.O. Box 1453 Wolfforth, TX 79382**, WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Law of the State of Texas, the Seller is carrying out an Urban Renewal project described as follows:

> The Urban Renewal Plan for the Coronado Urban Renewal Project as revised, August 31, 1960, on file at the office of the City Secretary of the City of Lubbock, and all amendments thereto, which was approved by the City of Lubbock by resolution passed and adopted on the 23rd day of March 1961, notice of which Plan, Section 20 was filed for record on the 16th day of October 1961, in Volume 862, Page 127, Deed Records of Lubbock County, Texas.

and the Seller has offered to sell and the Purchaser is willing to purchase certain real property located in the Project area as described in Section 20 and to redevelop or rehabilitate the Property for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

SEC. 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefore, the amount of **Eight Hundred and No/100----------Dollars, ($800.00),** hereinafter called "Purchase Price", to be paid in cash, by certified check, or by such check as shall be satisfactory to the Seller.

SEC. 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey to the Purchaser title to the Property by general warranty deed. The conveyance and title shall, in addition to all other conditions, covenants, and restrictions set forth in this Agreement, be subject to:

(b) Time and Place for Delivery of Deed. The Seller shall deliver the Deed and possession of the Property to the Purchaser on **October 31, 2015, or on such earlier date** as the parties hereto may mutually agree. **Section 19, Special Provisions of this Contract shall apply.** Conveyance shall be made at a place designated by Seller and the Purchaser shall accept the conveyance and pay the Purchase Price to the Seller at such time and place.

(c) Recordation of Deed. The Purchaser shall promptly file the Deed for recordation in the County Deed Records of Lubbock County, Texas, and shall pay all costs for recording the Deed.

(d) Title. The Seller will furnish an owner's title policy or a mortgagee title policy binder on an interim construction loan to the Property and will convey good and merchantable title free and clear of any encumbrances except those named herein. **Only a warranty deed and tax certificates(s) shall be furnished by the Seller to the Purchase in the conveyance of an uneconomic remnant lot** or to a non-profit organization biding ten percent (10%) of the minimum set price. The Seller will not pay any closing costs.

SEC. 3. GOOD FAITH DEPOSIT

The Purchaser has, prior to the execution of this Agreement delivered to the Seller a good faith deposit satisfactory to the Seller in the amount of **Eighty and No/100----------Dollars ($80.00),** hereinafter called the "Deposit", The Deposit shall be handled as follows:

(a) In the case of a single one-family dwelling redevelopment or other development of like magnitude, the Deposit will be applied as a part of the purchase Price, if at the time of conveyance, the Purchaser has entered into a satisfactory contract for the construction of the improvements, as defined and set forth in Section 5.

(b) In the case of all other developments of greater magnitude, the Deposit will be applied as part of the Purchase Price or will be returned to the Purchaser if the Purchaser has submitted to the Seller the following:

(1) Copy, certified by the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loans or loan to assist in the financing of the construction of the improvements.

(2) Evidence satisfactory to the Seller that the interim mortgage loan to assist in financing the construction of the improvements has been initially closed; and a

(c) Otherwise, the Deposit shall serve as security for the performance of the obligations of the Purchaser to construct or to rehabilitate the improvements as provided herein.

SEC. 4. SITE PREPARATION AND CERTAIN OTHER ACTION BY SELLER

Site preparation may include:

The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the re-zoning of such Area, in accordance with the Urban Renewal Plan costs will be borne by the Purchaser. Purchaser agrees that upon request to join with the Seller in any petitions and proceedings required for such vacations, dedications and re-zoning.

It shall be the sole responsibility of the Purchaser to bear the costs for application(s) to change the zoning to accommodate the proposed development, sewer taps, water meters, curb cuts, repairs, or other related costs. The Seller or the City of Lubbock will not be responsible for any of these costs under any circumstances.

SEC. 5. CONSTRUCTION OR OF IMPROVEMENTS, PLAN OR WORK WRITE-UP, AND EVIDENCE OF FINANCING:

The Purchaser will redevelop the Property by **construction of two single family houses.** The Purchaser's plans and specifications or rehabilitation work write-ups for the redevelopment or rehabilitation of the Property shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local Laws and regulations. As promptly as possible after the date of this Agreement, the Purchaser shall submit to the Seller for the Seller's approval a plan for the construction of the improvements or a rehabilitation work write-up. If rejected, the Purchaser shall submit a new or corrected construction plan or rehabilitation work write-up, which conforms to the Seller's requirements.

The Purchaser shall submit to the Seller, evidence as to equity capital and any commitment necessary for mortgage financing after approval of the construction plans or work write-up by the Seller. The submission of evidence of necessary equity capital and mortgage financing commitment by the Purchaser are conditions precedent to the Seller's obligation to convey the Property to the Purchaser.

SEC. 6 . TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction or rehabilitation of the improvements referred to in Section 5 shall be commenced in any event within **one (1)** month after the filing date of the Deed, and shall be completed within **twelve (12)** months.

SEC. 7 COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

The Purchaser agrees for itself, its successors and assigns, that construction shall promptly begin and diligently be completed within the period specified in Section 6 and as stipulated in the deed, and is enforceable by the Seller against the Purchaser and its successors and assigns.

SEC. 8. CERTIFICATE OF COMPLETION

Promptly after the completion of the improvements, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of this contract. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants herein obligating the Grantee and its successor and assigns, with respect to the construction of the improvements.

The certification provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SEC. 9. RESTRICTIONS ON USE

The Purchaser agrees for itself, its successors and assigns, shall comply with the terms of the deed's covenants:

(a) Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan;

(b) Not discriminate upon the basis of race, color, creed, disability, familial status or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 10. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

The Deed shall provide that the covenants provided in Sections 7, 9, 11 and 12 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the

Seller, its successors and assigns, the City, and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 9 (b) against the Purchaser, its successors and assigns, and every successor in interest to the Property, and any party in possession or occupancy of the Property. It is further intended and agreed that the covenant provided in Section 9 (a) shall remain in effect from the date of the Deed until the period of time referred to in the Urban Renewal Plan, or until such date is thereafter extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 9 shall remain in effect without limitation as to time. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 11. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Purchaser has not made or created, and (except as permitted by Section 12) will not, prior to the completion of the improvements, make or suffer to be made any sale, assignment, conveyance, lease, or transfer the Property without the prior written approval of the Seller.

A transfer of stock in the Purchaser of ten percent or more, or any other significant change or distribution in the ownership of such stock or with respect to the parties in control of the Purchaser, whether by increased capitalization, merger with another corporation, corporate or other amendments, shall be deemed an assignment or conveyance of the Property. The Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or distribution among more than one person, constituting total or partial ownership in or of the Purchaser. "Stockholder" means any holder of such proprietary interest.

The Purchaser agrees that during the period between execution of this Agreement and the completion of the improvements, (a) the Purchaser will promptly notify the Seller of any changes in the ownership of stock and (b) the Purchaser shall furnish the Seller with a complete statement, subscribed and sworn to by the president or other executive officer, setting forth all of the names of stockholders of the Purchaser and the extent of their respective holdings.

SEC. 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to the completion of the improvements, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes of obtaining funds only to the extent necessary for making the improvements. Until completion, the Purchaser shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument it proposes to enter into, and of any encumbrance or lien that has been created or attached to the Property.

SEC. 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

The holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property as a result of foreclosure proceedings or any other party who thereafter obtains title to the Property from or through such holder shall not be obligated to construct or complete the improvements. Nothing in this Agreement shall permit such holder to devote the Property to, other than those uses or improvements permitted in the Urban Renewal Plan and this Agreement.

SEC. 14. ENFORCED DELAY IN PERFORMANCE

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of the improvements, in the event of enforced delay in the performance due to unforeseeable causes beyond its control. The time for the performance shall be extended for the period, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC. 15. REMEDIES

A. In General. In the event of any default or breach of the Agreement, or any of its terms or conditions, by either party, or any successor, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within sixty (60) days after receipt of such notice. In case the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. If, prior to the conveyance, the Purchaser assigns or attempts to assign this Agreement or fails to pay the Purchase Price and take title to the Property under tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement or the Purchaser furnishes evidence satisfactorily to the Seller by **October 31, 2015,** that it has been unable after diligent effort to obtain mortgage financing for the construction or rehabilitation of the improvements, then this Agreement shall at the option of the Seller be terminated and the Deposit returned to the Purchaser.

C. Revesting Title in Agency upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to the Purchaser, and prior to completion of construction or rehabilitation of the improvements:

(a) The Purchaser (or successor in interest) shall default or violate its obligations or shall abandon or suspend the construction or rehabilitation of the improvements, and any such default, violation, abandonment, or suspension is not remedied within six months after written demand by the seller; or

(b) The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, should make provision satisfactory to the Seller for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller; or

(c) There is any transfer of the Property, and such violation shall not be cured within sixty (60) days after written demand by the Seller t the Purchaser.

then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Purchaser. The Deed shall contain, a condition that in the event of any default, failure, violation, by the Purchaser (specified in subdivisions (a), (b) and (c) of this Section 15), to remedy such default, failure, violation, the Seller may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors, shall revert to the Seller: Provided, That Seller shall always be subject to, (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition, the Seller shall also have the right to retain the Deposit as liquidated damages.

D. Other Rights and Remedies of Agency; No Waiver by Delay. The Seller shall have the right to institute such proceedings for effectuating the purposes of this Section 15, including the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Section 15 hereof), its successors in interest and assigns, in the property, and the revesting of title in the Seller: Provided, That any delay by the Seller in instituting or prosecuting any such proceedings shall not operate as a waiver of such rights or to limit its rights in any way.

SEC. 16. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS.

Upon the revesting in the Seller of title to the Property as provided in subdivision D of Section 15, the Seller shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests as in Section 15) as soon as the Seller shall find to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements satisfactory to the Seller. Upon such resale of the Property, the proceeds shall be applied:

(a) First, to reimburse the Seller, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the Property (but less any income derived by the Seller from the Property); all taxes, assessments, and water and sewer charges thereof at the time of revesting of title in the Seller or to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred; and any other amounts owing the Seller by the Purchaser and its successor or transferee; and

(b) Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the improvements on the Property, less (2) any gains or income withdrawn or made on the Property.

Any balance remaining after such reimbursements shall be retained by the Seller as its property.

SEC. 17. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests, directly or indirectly. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

SEC. 18. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement shall be merged by any subsequent deed transferring, and any such deed shall not affect the provisions and covenants of this Agreement.

SEC. 19. SPECIAL PROVISIONS.

This Agreement is subject to the approval of the City Council, City of Lubbock, Texas, in accordance to Sec. 374.017(g) of the local Government Code. If such approval is not obtained, then this contract for sale shall be null and void and have no further force between the parties hereto.

This Agreement is subject to the "Time Limits On Contractual Agreements to Purchase Policy on Land Disposition for Urban Renewal Agency Parcels" approved and adopted by the Urban Renewal Board of Commissioners on September 18, 2007.

This Agreement is subject to any required approval and or revisions zone changes or variance, if any, by the Planning and Zoning commission (P & Z), City Council and or the Zoning Board of Adjustment (ZBA) prior to conveyance. If such approval or revisions are not approved or obtained, then the Purchaser may request the cancellation of this agreement.

SEC. 20. DESCRIPTION OF PROPERTY.

All that certain parcel or parcels of land located in the City of Lubbock, County of Lubbock, State of Texas, more particularly described as follows: **Parcels 663300-58-0 & 663300-58-3 at 2606 & 2610 Globe Ave. respectively**

Lots One (1) & Three (3), Block Fifty Eight (58), Ora Vista Addition to the City of Lubbock, Lubbock County, Texas.

SEC. 21. COUNTERPARTS.

This Agreement is executed in One counterpart, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its **Chairman and or Vice-Chairman** and its seal to be hereunto duly affixed and attested by its **Secretary and or Acting Secretary**, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY OF
LUBBOCK, TEXAS
SELLER

BY: _____
Chairman

ATTEST:

Rhonda Gentry
Rhonda Gentry, Acting Secretary

PURCHASER

BY: _____
8706 Valencia Property, LLC

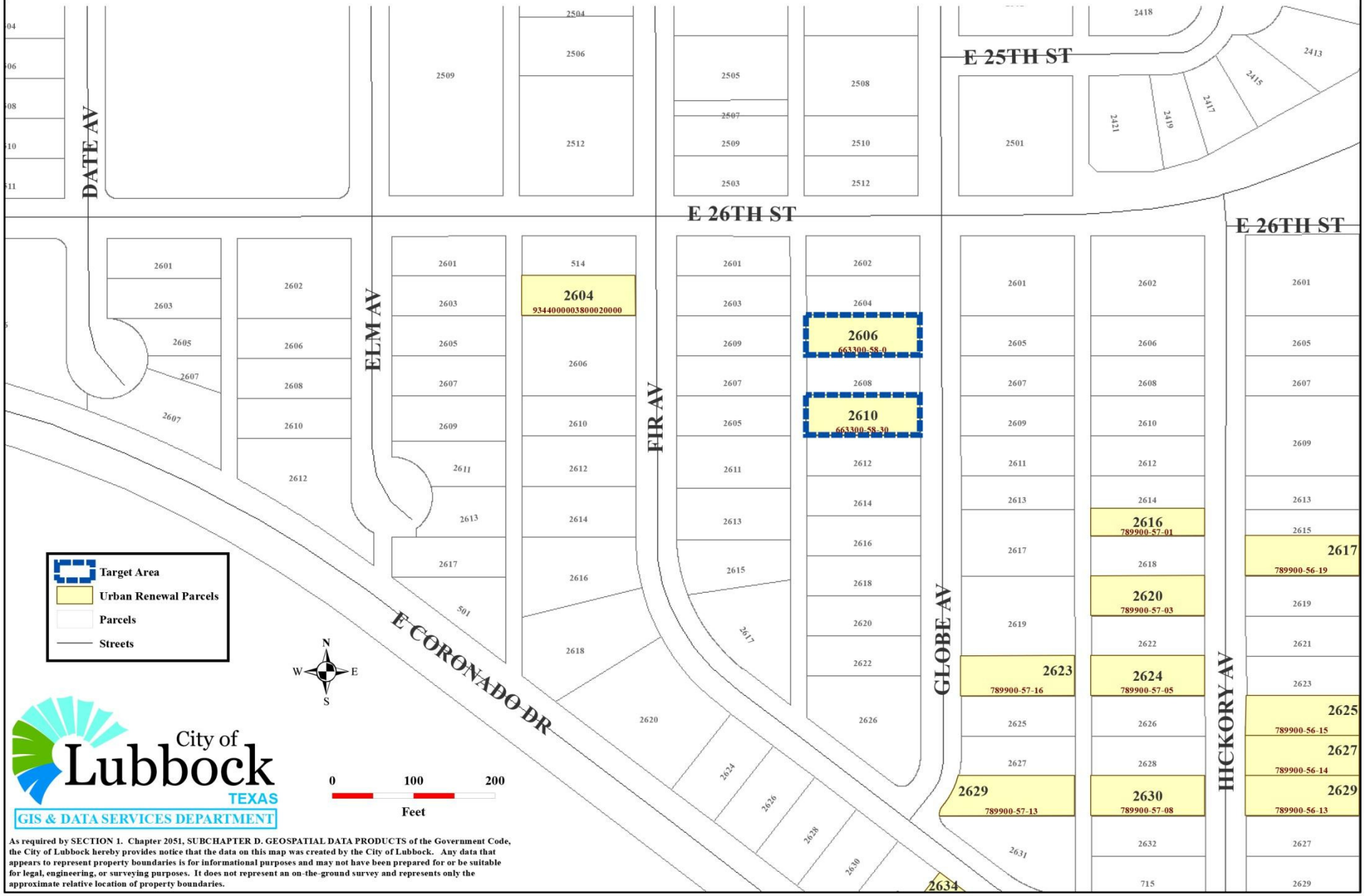
IN PRESENCE OF:

Karen Murfee
Karen Murfee, CommunityDevelopment Dept.

ORA VISTA ADDITION

Prepared by: Community Development Dept.
For: City Council Meeting of December 4, 2014

ADDRESS & PARCEL NO.	LEGAL DESCRIPTION	DEVELOPER	PRICE	DEVELOPMENT
2606 & 2610 Glove Avenue 663300-58-0 & 663300-58-30	Lots 1 & 3, Ora Vista Addition	8706 Valencia Property, LLC	2 Lots @$400.00 each Total: $800.00	Two Single-Family Residences



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Regular City Council Meeting **6. 13.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12133 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Women's Protective Services from the Emergency Solutions Grant (ESG) for the emergency shelter essential services and rapid re-housing programs.

Item Summary

Grantee: Women's Protective Services
Program: Emergency Shelter Essential Services and Rapid Re-housing
Funding Source: FY 2014-15 Emergency Solutions Grant

Use of Funds: The funds for this program will be used to pay for an Essential Services Coordinator 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; and to provide financial assistance and relocation & stabilization services.

Amount: $15,542 for Emergency Shelter Essential Services and $26,000 for Rapid Re-housing
Match: 100%
Return of Investment: Not required for Emergency Solutions Grant
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the Emergency Solutions Grant. The maximum to be allocated to this project is $41,542.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - WPS
Contract - WPS

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, and all related documents, by and between the City of Lubbock and the Women's Protective Services, from the Emergency Solutions Grant for the emergency shelter essential services and rapid re-housing programs. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rhonda Gentry
Rhonda Gentry
Interim Community Development

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

gs:CDBG ESC-Womens Protective Service
11.14

COMMUNITY DEVELOPMENT EMERGENCY SOLUTIONS GRANT (ESG)
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
WOMEN'S PROTECTIVE SERVICES (WPS)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of December 2014, by and between the CITY OF LUBBOCK (herein called "City") and **Women's Protective Services (WPS)**, 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 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 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 **Women's Protective Services Emergency Shelter Essential Services 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 2014-2015 Emergency Shelter Essential Services 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 Emergency Solutions Grant Program.

Program Delivery

Activity #1 - The funds will assist with the facility's Essential Services Coordinator and direct services cost in the form of transportation and prescriptions for clients.

Activity #2 - Under rapid re-housing it will assist with direct assistance to clients including rent, utilities, and security deposits and for facility staff case managers.

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 **$15,542** for essential services and **$26,000** for rapid re-housing 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/Goals and Performance Measures

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	Units Per Month*	Total Units/Year
Screen and admit clients	282 (individuals)	3,384
Counseling, job referral	282	3,384
Provide room and board	282	3,384

*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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and shall terminate September 30, 2015. The term of the Agreement and the provisions herein may 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
Vehicle Fuel	$ 500
Prescriptions for clients	$ 3,042
Total Emergency Shelter	***$15,542***
Rapid Re-housing	
Financial Assistance (direct assistance to clients)	$20,000
Relocation & Stabilization (case managers)	$ 6,000
Total Rapid Re-housing	***$26,000***
Total of Emergency Shelter & Rapid Re-housing	**$41,542**

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 **$41,542**. 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	Grantee
Rhonda Gentry	Sherry Taylor, Director
City of Lubbock	Women's Protective Services
P. O. Box 2000	P. O. Box 54089
Lubbock, TX 79457	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

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 576.21 as amended by the HEARTH Act;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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 24CFR 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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a

CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. 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. Women-and Minority-Owned Businesses

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.

D. 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

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).

XI. 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 there under. 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.

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

Sherry Taylor
Director

FED. I.D.# 75-1633066

ATTEST:

Rebecca Garza, City Secretary

Board Chair Vice President

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 14.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Services: Consider a resolution authorizing and directing the Mayor to execute contract 12134 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

Item Summary

Grantee: Alcoholic Recovery Center
Program: Emergency Shelter Operations
Funding Source: FY 2014-15 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 Emergency Solutions Grant
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the Emergency Solutions Grant. The maximum to be allocated to this project is $18,000.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Alcoholic Recovery

Contract - Alcoholic Recovery

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, and all related documents, by and between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant for the emergency shelter operations. 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 _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG ESC-Alcoholic Recovery Center
11.14

COMMUNITY DEVELOPMENT EMERGENCY SOLUTIONS GRANT (ESG)
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 December 2014, 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, Emergency Shelter 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 2014-2015 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.

Program Delivery

Activity #1 – This project will provide funds to operate the shelter located at 608 17th Street.

Activity #2 - It will assist with the facility's utilities, telephone bill, maintenance and insurance.

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 – Goals and Performance Measures

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	Units Per Month*	Total Units/Year
Screen and admit clients	5-6 (individuals)	70
Counseling, job referral	5-6	70
Provide room and board	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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and shall terminate September 30, 2015. The term of the Agreement and the provisions herein may 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	$ 1,500
Insurance	$ 3,800
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
Rhonda Gentry
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

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 576.21 as amended by the HEARTH Act;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and

Part 1)

- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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. Progress 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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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. Women-and Minority-Owned Businesses

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. Notifications

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.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of worker 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 Subrecipient 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 Subrecipient 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 Part 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

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

a. 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.

b. 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.

c. 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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

ALCOHOLIC RECOVERY CENTER

Susan Litton, Treasurer
for Robert Peterson
Robert Peterson
Director

FED. I.D.# 75-1814024

Dwayne McIver
Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry
Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 15.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12135 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

Item Summary

Grantee: Family Promise

Program: Emergency Shelter Operations and Rapid Re-housing

Funding Source: FY 2014-15 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 and for rapid re-housing including financial assistance to clients and for relocation & stabilization (case managers) services.

Amount: $16,000 for operations and $22,100 for rapid re-housing

Match: 100%

Return of Investment: Not required for Emergency Shelter Grant

Terms: October 1, 2014 through September 30, 2015

Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the Emergency Solutions Grant. The maximum to be allocated to this project is $38,100.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Family Promise

Contract - Family Promise

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, and all related documents, by and between the City of Lubbock and the Family Promise of Lubbock, from the Emergency Solutions Grant for the emergency shelter operations. 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 _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG ESC-Family Promise of Lubbock
11.14

COMMUNITY DEVELOPMENT EMERGENCY SOLUTIONS GRANT (ESG)
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 December 2014, 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 both the **Family Promise Emergency Shelter Operations 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 2014-2015 Emergency Shelter Operations and Rapid Re-housing 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.

Program Delivery

Activity #1 - This project will provide funds to operate the day shelter located at 1319 15th Street and to re-house homeless individuals and families.

Activity #2 - Specifically under operations it will assist with the facility's utilities, telephone bill and vehicle fuel, maintenance and insurance.

Activity #3 - Under the rapid re-housing it will assist with direct assistance to clients including rent, utilities, security and utility deposits, last month's rent, legal services and credit repair.

The facility will serve approximately 72 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 **$16,000** for operations and **$22,100** for rapid re-housing 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 / Goals and Performance Measures

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	Units Per Month*	Total Units/Year
Screen and admit clients	5-6 (families)	72
Counseling, job referral	5-6	72
Provide room and board	5-6	72

*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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and shall terminate September 30, 2015. The term of the Agreement and the provisions herein may 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		2,000
Utilities		5,000
Vehicle Fuel		2,500
Maintenance		1,500
Insurance		5,000
	Total	$16,000
Rapid Re-housing		
Relocation & Stabilization (Case Manager)		7,740
Financial Assistance (Direct Assistance to clients)		14,360
	Total	$22,100

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 **$38,100**. 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 in writing and delivered via mail (postage prepaid) Commercial courier, or personal delivery or sent by facsimile or other electronic means. All notices and other written communications under the Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City
Rhonda Gentry
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

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 576.21 as amended by the HEARTH Act;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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. Grantee 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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR

570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY A COQUISITION AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient 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 Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. 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. Women-and Minority –Owned Businesses

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. Notifications

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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

FAMILY PROMISE OF LUBBOCK, INC.

Jeff Malpiede
Director

FED. I.D.# 75-2758106

Monte L. Wolgamott
Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 16.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12137 for and on behalf of the City of Lubbock a Community Development funding contract 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: 2014-2015 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: $11,137
Match: 25%
Return of Investment: Not required for Community Development Public Service.
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this Contract was approved by the City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the CDBG. The maximum to be allocated to this project is $11,137.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Boys and Girls Clubs
Contract - Boys and Girls Club

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, and all related documents, 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. 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 _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG LubbockBoys&GirlsClub-Summer Day Camps Prog
11.14

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 December, 2014 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 **D League** 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 D League.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

1. General Statement

The Grantee will be responsible for administering a Community Development Block Grant (CDBG) Year 2014-2015 **D League** 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 following activities eligible under the CDBG Program.

2. Program Delivery

Activity #1 The Lubbock Boys & Girls Club D League will provide quality summer day camps from the months of June - August. 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 **$11,137** 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 - Goals and Performance Measures

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	Units per Month	Total Units/Year
Planning and recruitment	N/A	N/A
Program June - August	3 Months / 35	105 (youth)
Year End and Outcome reporting	N/A	N/A

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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	0%
January – March	0%
April – June	33%
July – September	67%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.

- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein may 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	$10,000
Payroll Taxes	$ 1,137
TOTAL:	$11,137

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 **$11,137**. 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

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City	Grantee
Rhonda Gentry City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Tom Vermillion Lubbock Boys & Girls Club P O Box 94163 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 U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the

various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

B. <u>"Independent Contractor"</u>

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 determining 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;
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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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. Women-and Minority-Owned Business

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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

LUBBOCK BOYS AND GIRLS CLUB, INC.

Tom Vermillion
Executive Director

RED.I.D.# 75-1037228

Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 17.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and Community Housing Resource Board (CHRB) from the HOME Investment Partnership Program Grant for administration and operations.

Item Summary

Grantee: Community Housing Resource Board (CHRB)
Program: Community Housing Development Organization (CHDO) Operations
Funding Source: 2014-2015 Home Investment Partnership Program Grant
Use of Funds: The funds will be used to partially pay for operations associated with the administration of programs currently being offered by the Community Housing Resource Board (CHRB).
Amount: $27,545 for Operations
Match: 25 %
Return of Investment: Not required for Community Housing Development Organization (CHDO) Operations.
Terms: October 1, 2014 through September 30, 2016
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the Home Partnership Grant. The maximum to be allocated to operations is $27,545.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - CHDO
Contract - CHDO

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, and all related documents, by and between the City of Lubbock and Community Housing Resources Board (CHRB), from the HOME Investment Partnership Program Grant for administration and operations. Said Contract is attach 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs/CDBG Community Housing Resource Board –HOME Invest Prog
11.4.14

COMMUNITY DEVELOPMENT HOME Investment Partnership Program
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
COMMUNITY HOUSING RESOURCE BOARD (CHRB)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of December 2014 by and between the City of Lubbock (herein called the "City") and **Community Housing Resource Board (CHRB),** (herein called the "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of the HOME Investment Partnership Program pursuant to Titles I and II of the Cranston-Gonzales National Affordable Housing Act; and

WHEREAS, the Grantee operates as a non-profit organization offering services to families throughout Lubbock; and

WHEREAS, the Grantee is recognized as a **Community Housing Development Organization (CHDO)** by the Department of Housing and Urban Development; and

WHEREAS, the Grantee proposes to provide a program called **CHDO Operations** which will provide funds to enhance its ability to provide administrative funds to operate CHDO programs and enhance its ability to provide affordable housing for low-to-moderate income individuals

WHEREAS, the services provided by the Grantee benefit residents of the area and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared the services provided by the Grantee to be a public purpose; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under 24 CFR Part 92; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this transaction; continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that the public purpose will be accomplished; the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the operation of the **CHDO Operating Funds** and that the City will receive adequate consideration in the form of substantial public benefit; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a **HOME 2014 CHDO Operations** 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 following activities eligible under the HOME Investment Partnership Program.

Specifically, the Grantee shall with the sum of **$27,545** pay for CHDO Operations to provide operating expenses (personnel, payroll taxes, office supplies, utilities/phone, insurance, membership, audit, professional services, travel and training)for its affordable housing programs.

B. Objectives

The Grantee certifies the activities carried out with funds provided under this Agreement will meet the HOME program's eligible activities under 24 CFR Part 92 Subpart E.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the Department of Housing and Urban Development funds in an amount not to exceed **$27,545** for **CHDO Operations** 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 for any incurred Grantee costs, Grantee reimbursements which have been paid to or subject to payment 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 92 Subpart E.

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 unless otherwise approved by the City.

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 all construction work for compliance with work specifications prior to the release of any funds.

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 requested 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 the affordability requirements of 24 CFR 92.252 or 92.254. Grantee agrees to repay any funds during the time period wherein the housing does not meet the affordability requirements.

6. Grantee agrees to comply with the applicable uniform administrative requirements, as described in 24 CFR 92.505.

7. Grantee agrees to comply with project requirements in 24 CFR Part 92 Subpart F, as applicable with the type of project in the Agreement.

8. Grantee agrees to carry out each activity in the Agreement in compliance with all Federal laws and regulations described in 24 CFR Part 92 Subpart H, including responsibilities for environmental review in 24 CFR 92.352 and the intergovernmental review process in 24 CFR 92.359.

9. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

10. Grantee agrees to comply with the affirmative marketing responsibilities specified in 24 CFR 92.351.

11. Grantee agrees that the units acquired and rehabilitated under the HOME program shall be made available exclusively to eligible low and moderate income families whose gross household income does not exceed the income eligibility requirements as established by the Department of Housing and Urban Development.

12. Grantee shall submit to City a request for an environmental assessment to be prepared and approved on individual construction sites prior to beginning the project and/or prior to the acquisition of any single-family home.

13. Grantee shall submit to City a request for a review of all work specifications prior to the beginning of the procurement process.

14. Grantee shall notify City upon interim draws and upon work completion for inspection by the Community Development Department prior to the request for funds and approval by the Community Development Department to allow the home buyer to move into home.

15. Grantee will have the Match and/or Non-HOME funds ready and available prior to the start of the project, if applicable. Failure to do so may delay, and or cancel the project.

16. Grantee will sell houses to eligible low income home buyers who qualify for a mortgage loan.

17. Grantee agrees that contracts, agreements and deed of trusts with homebuyers will include affordability requirements as defined in the HOME regulations.

18. Grantee agrees that any interests or assets obtained with HOME funding shall revert back to the City in the event that said Agency/Non-profit dissolves, files for bankruptcy or goes out of business for any reason.

E. Grantee's Match:

HOME funds used for administrative and planning costs (pursuant to 24 CFR 92.207) CHDO operating expenses (pursuant to 24 CFR 92.208) and capacity building (pursuant to 24 CFR 92.300(b)) of community housing development organizations are not required to be matched.

F. Project Proceeds

As allowed in 24 CFR 92.300(a)(2), project proceeds, if applicable, shall be retained by the Grantee and used to reinvest all project proceeds into additional properties for the CHDO Lease Purchase Program except as follows:

1. To pay for 25% return of investment to City. (See Special Conditions VI.)
2. To pay for insurance and maintenance of properties.
3. To pay for up to 10% of project proceeds for administration.

G. Levels of Accomplishment

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	Accomplishments
Administer HOME Elderly Rental Program	October 1, 2014 - September 30, 2016	Complete programs from previous a allocations and begin FY 2014-15 Program
Homebuyer Education	October 1, 2014 - September 30, 2016	Provide Homebuyer Education
Oversee Rental Properties	October 1, 2014 - September 30, 2016	Continue offering duplex units for seniors/disabled and maintain HOME rents through affordability period

H. Staffing

Staff Member	Title
Maggie Trejo	Executive Director
June Rangel	Administrative Assistant
Edelmira "Bibi" Licon	Office Clerk

I. Performance Monitoring

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	Minimum % of funding spent
October – December 2014	12.5%
January – March	12.5%
April – June	12.5%
July – September	12.5%
October – December 2015	12.5%
January – March	12.5%
April – June	12.5%
July – September	12.5%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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 2014, and end on the 30th day of September 2016. The term of this Agreement and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME funds or other assets, including program income.

III. BUDGET

Line Item: **Amount:**

Operations		
Personnel		19,545
Payroll Taxes		3,500
Audit		4,500
	Total:	$27,545

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 change to this budget must be approved in writing by the City and the Grantee.

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 **$27,545 for CHDO Operations.** 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**
Rhonda Gentry City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Maggie Trejo CHRB 1628 Main Street 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 92 for Home Investment Partnerships Program. 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. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- Title 24 CFR, Part 92 for Home Investment Partnerships Program;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133

Audits of Institutions of Higher Education and Other Non-Profit Institutions";

- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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 at 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, 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, at 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 expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

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 92.508, 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 the eligible activities under the HOME program;
c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, as applicable;
d. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
e. Financial records as required by 24 CFR Part 92.505, and 24 CFR 84; and
f. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.
g. Records documenting that each housing project meets the requirements of 24 CFR 92.252 for the required period of affordability. Records must be kept for each family assisted.
h. All records as required by 24 CFR Part 92.508.

2. Retention

The Grantee shall retain all records, as specified in 24 CFR 92.505, pertinent to expenditures incurred under this contract for a period of five (5) 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 five (5) years after final disposition of such property. Records regarding project requirements (24 CFR 92 subpart F) and 24 CFR 92 subpart H requirements that apply for the duration of the period of affordability (24 CFR 92.350, 92.351, and 92.358), as well as the written agreement and inspection and monitoring reports must be maintained for five (5) years after the required period of affordability

specified in 24 CFR 92.252 or 92.254, as applicable. Records for any displaced person must be kept for five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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 demographic information. Such information shall be furnished to the City monitors as the houses are leased and or sold.

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 affordability requirements of 24 CFR 92.252 or 92.254, 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.

Affordability and resale/recapture requirements, as applicable continue through the term of those requirements in the individual agreements with home buyers. The Grantee is required to continue monitoring those requirements until they expire.

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. 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.

2. Performance Reports

Grantee shall submit to City a Financial Report, at minimum every three months 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.

Along with the performance report grantee shall submit **narrative information** on progress of the funded activities to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. 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 covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to

reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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 92.353; (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 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 HOME-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 (P.L. 88-352) and 24 CFR 92.350. 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. The City shall provide Affirmative Action guidelines to the Grantee to assist in the

formulation of such program. The Grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses

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 twelve(12) 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 HOME-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 HOME-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 sub awards at all tiers (including subcontracts, sub grants, 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 92.257.

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 92.355, and 24 CFR Part 35 as applicable.

D. Asbestos

The 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.

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

GLEN C. ROBERTSON
MAYOR

COMMUNITY HOUSING RESOURCE BOARD

Maggie Trejo
Executive Director

D. A. Smith, President

FED. I.D. # 75-2052605

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 18.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12139 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and Community Housing Resource Board (CHRB) from the HOME Investment Partnership Program Grant for construction of Elderly / Handicapped Rental Housing units.

Item Summary

Grantee: Community Housing Resource Board (CHRB)
Program: Community Housing Development Organization (CHDO) Project
Funding Source: 2014-2015 HOME Investment Partnership Program Grant
Use of Funds: The funds will be used for construction of two duplexes for elder rental that will be owned and managed by the Community Housing Resource Board (CHRB).
Amount: $109,013.70 for Elderly / Handicapped Rental Housing
Match: 25 %
Return of Investment: Not required for Community Housing Development Organization (CHDO).
Terms: October 1, 2014 through September 30, 2016
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the HOME Investment Partnership Program Grant. The maximum to be allocated to this is $109,014.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - CHRB
Contract - CHRB

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, and all related documents, by and between the City of Lubbock and Community Housing Resources Board (CHRB), from the HOME Investment Partnership Program Grant for construction of Elderly/Handicapped Rental Housing units. Said Contract is attach 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs/CDBG Comm Housing Resource Board –HOME Const of Rental Housing
11.4.14

COMMUNITY DEVELOPMENT HOME Investment Partnership Program
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
COMMUNITY HOUSING RESOURCE BOARD (CHRB)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT entered this _____ day of December 2014 by and between the City of Lubbock (herein called the "City") and **Community Housing Resource Board (CHRB)**, (herein called the "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of the HOME Investment Partnership Program pursuant to Titles I and II of the Cranston-Gonzales National Affordable Housing Act; and

WHEREAS, the Grantee operates as a non-profit organization offering services to families throughout Lubbock; and

WHEREAS, the Grantee is recognized as a **Community Housing Development Organization (CHDO)** by the Department of Housing and Urban Development; and

WHEREAS, the Grantee proposes to provide a program called **Elderly / Handicapped Rental Housing Program** which will provide funds to construct two duplexes that will be affordable and handicapped accessible and benefit the low to moderate income elderly persons on fixed income and

WHEREAS, the City Council of the City of Lubbock has declared the services provided by the Grantee to be a public purpose; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under 24 CFR Part 92; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this transaction; continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that the public purpose will be accomplished; the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the operation of the **Elderly / Handicapped Rental Housing Program** and that the City will receive adequate consideration in the form of substantial public benefit; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a **HOME Program Elderly / Handicapped Rental Housing 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 following activities eligible under the HOME Investment Partnership Program.

Specifically, the Grantee shall with the sum of **$109,013.70** pay for the construction of two duplexes for low to moderate income, elderly or disabled households.

B. Objectives

The Grantee certifies the activities carried out with funds provided under this Agreement will meet the HOME program's eligible activities under 24 CFR Part 92 Subpart E.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the Department of Housing and Urban Development funds in an amount not to exceed **$109,013.70** for the **CHDO Project - Elderly / Handicapped Rental Housing 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 for any incurred Grantee costs, Grantee reimbursements which have been paid to or subject to payment 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 92 Subpart E.

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 unless otherwise approved by the City.

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 all construction work for compliance with work specifications prior to the release of any funds.

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 requested 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 the affordability requirements of 24 CFR 92.252 or 92.254. Grantee agrees to repay any funds during the time period wherein the housing does not meet the affordability requirements.

6. Grantee agrees to comply with the applicable uniform administrative requirements, as described in 24 CFR 92.505.

7. Grantee agrees to comply with project requirements in 24 CFR Part 92 Subpart F, as applicable with the type of project in the Agreement.

8. Grantee agrees to carry out each activity in the Agreement in compliance with all Federal laws and regulations described in 24 CFR Part 92 Subpart H, including responsibilities for environmental review in 24 CFR 92.352 and the intergovernmental review process in 24 CFR 92.359.

9. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

10. Grantee agrees to comply with the affirmative marketing responsibilities specified in 24 CFR 92.351.

11. Grantee agrees that the units constructed under the HOME program shall be made available exclusively to eligible low and moderate income families whose gross household income does not exceed the income eligibility requirements as established by the Department of Housing and Urban Development.

12. Grantee shall submit to City a request for an environmental assessment to be prepared and approved on individual construction sites prior to beginning the project.

13. Grantee shall submit to City a request for a review of all work specifications prior to the beginning of the construction process.

14. Grantee shall notify City upon interim draws and upon work completion for inspection by the Community Development Department prior to the request for funds and approval by the Community Development Department to allow the home buyer to move into home.

15. Grantee will have the Match and/or Non-HOME funds ready and available prior to the start of the project, if applicable. Failure to do so may delay, and or cancel the project.

16. Grantee will construct two duplexes (4 units) for low to moderate elderly or disabled households.

17. Grantee agrees that contracts, agreements and deed of trusts with homebuyers will include affordability requirements as defined in the HOME regulations.

18. Grantee agrees that any interests or assets obtained with HOME funding shall revert back to the City in the event that said Agency/Non-profit dissolves, files for bankruptcy or goes out of business for any reason.

E. Grantee's Match:

HOME funds used for administrative and planning costs (pursuant to 24 CFR 92.207) CHDO operating expenses (pursuant to 24 CFR 92.208) and capacity building (pursuant to 24 CFR 92.300(b)) of community housing development organizations are not required to be matched.

F. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the

Grantee agrees to provide the following levels of program services:

HOME: Program	Timeline	Accomplishments
Elderly / Handicapped Rental Housing Program	October 1, 2014 - September 30, 2016	Constructs two duplexes for low to moderate income households.

G. Staffing

Staff Member	Title
Maggie Trejo	Executive Director
June Rangel	Administrative Assistance
Edelmira "Bibi" Licon	Office Clerk

I. Performance Monitoring

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	Minimum % of funding spent
October – December 2014	12.5%
January – March	12.5%
April – June	12.5%
July – September	12.5%
October – December 2015	12.5%
January – March	12.5%
April – June	12.5%
July – September	12.5%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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 2014, and end on the 30th day of September 2016. The term of this Agreement and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME funds or other assets, including program income.

III. BUDGET

Line Item:		**Amount:**
Elderly / Handicapped Rental Housing Construction		**$109,013.70**
	Total:	**$109,013.70**

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 change to this budget must be approved in writing by the City and the Grantee.

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 **$109,013.70** for the **CHDO Elderly / Handicapped Rental Housing Program.** Draw downs 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 requests 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
Rhonda Gentry	Maggie Trejo
City of Lubbock	CHRB
P. O. Box 2000	1628 Main Street
Lubbock, TX 79457	Lubbock, TX 79401

VI. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 for Home Investment Partnerships Program. 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. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- Title 24 CFR, Part 92 for Home Investment Partnerships Program;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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 at 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, 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, at 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 expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

VII. 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 92.508, 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 the eligible activities under the HOME program;
c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, as applicable;
d. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
e. Financial records as required by 24 CFR Part 92.505, and 24 CFR 84; and
f. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.

g. Records documenting that each housing project meets the requirements of 24 CFR 92.252 for the required period of affordability. Records must be kept for each family assisted.

h. All records as required by 24 CFR Part 92.508.

2. Retention

The Grantee shall retain all records, as specified in 24 CFR 92.505, pertinent to expenditures incurred under this contract for a period of five (5) 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 five (5) years after final disposition of such property. Records regarding project requirements (24 CFR 92 subpart F) and 24 CFR 92 subpart H requirements that apply for the duration of the period of affordability (24 CFR 92.350, 92.351, and 92.358), as well as the written agreement and inspection and monitoring reports must be maintained for five (5) years after the required period of affordability specified in 24 CFR 92.252 or 92.254, as applicable. Records for any displaced person must be kept for five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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 demographic information. Such information shall be furnished to the City monitors as the houses are leased and or sold.

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 affordability requirements of 24 CFR 92.252 or 92.254, 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.

Affordability and resale/recapture requirements, as applicable continue through the term of those requirements in the individual agreements with home buyers. The Grantee is required to continue monitoring those requirements until they expire.

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. 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.

2. 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 final financial report and request for reimbursement must be in by September 30, 2016. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity until funding is completed and the houses are sold.

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.

Grantee will continue tracking and submitting reports to the City on project proceeds and its use into acquiring and rehabilitating additional homes for the Lease Purchase Program for eligible low income buyers even after this agreement expires.

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 covering utilization and disposal of property.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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 92.353; (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 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 HOME-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 (P.L. 88-352) and 24 CFR 92.350. 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. The City shall provide Affirmative Action guidelines to the Grantee to assist in the formulation of such program. The Grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses

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 twelve(12) 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 HOME-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 HOME-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 sub awards at all tiers (including subcontracts, sub grants, 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 92.257.

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 92.355, and 24 CFR Part 35 as applicable.

D. Asbestos

The 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.

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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 HOUSING RESOURCE BOARD

Maggie Trejo
Executive Director

D. A. Smith, President

FED. I.D. # 75-2052605

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 19.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12140 for and on behalf of the City of Lubbock a Community Development funding contract and all related documents between the City of Lubbock and the YWCA from the Community Development Block Grant (CDBG) for child care services and an educational/recreational program.

Item Summary

Grantee: YWCA
Program: Child Care Services, Special Needs Program and Youth Services
Funding Source: 2014-2015 CDBG
Use of Funds: The funds for these programs 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. Funds for Youth Services will provide a safe place for teens to engage in healthful activities.
Amount: $36,470 (Child Care), $14,233 (Special Needs), $15,000 (Youth Services)
Match: 25%
Return of Investment: Not required for Community Development Public Service
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the Community Development Block Grant. The maximum to be allocated to these projects is $65,703.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - YWCA
Contract - YWCA

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, and all related documents, by and between the City of Lubbock and the YWCA from the Community Development Block Grant for child care services and an educational/recreational program. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG YWCA-Child Care Services,etc
11.14

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF LUBBOCK (YWCA)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of December, 2014 by and between the City of Lubbock (herein called the "City") and **Young Women's Christian Association (YWCA)** (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, Special Needs Program** and **Y*100 Youth Services** 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, Special Needs Program and Y*100 Youth Services.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

1. General Statement

The Grantee will be responsible for administering a Community Development Block Grant (CDBG) Year 2014-2015 **Child Care Services, Special Needs Program and Y*100 Youth Services** 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 following activities eligible under the CDBG Program.

2. Program Delivery

Activity #1 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.

Activity #2 The Special Needs 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.

Activity #3 The Youth Services Program will provide a safe place for teens to engage in healthful activities. This program provides funding support for teens to have a safe place for sports and activities as well as opportunities for leadership development, specific job skills and community engagement. The target audience is all teens ranging in age from 13 years – 17 years. The program will take place at the YWCA facilities and it does reflect one of the priorities in the Consolidated Plan by offering supportive services to at risk youth.

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 **$36,470 for the Child Care Services Program, $14,233 for Special Needs Program and $15,000 for Youth Services Y*100 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 - Goals and Performance Measures

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	Units per Month	Total Units/Year
• Child Care Services	5	60
• Enrollment of eligible children		
• Self Certification of Income completed		
• Challenger Ed	2	24
• Create & distribute flyers to schools and organizations		
• Hire & train staff		
• Enroll students and hold sessions		
• Self Certification of Income completed		
• Youth Services Y*100 Program	10	120
• Enrollment of eligible children		
• 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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein may

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	**$36,470***
Challenger Ed	**$14,233***
Youth Services Y*100	
Training (life guard)	$4,500
Direct Assistance	$7,500
Bus passes/bus rental	$3,000
Total for Youth Services Y*100	**$15,000***
TOTAL OF ALL PROGRAMS*:	$65,703

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 **$36,470 for the Child Care Services Program, $14,233 for the Challenger Ed Program and $15,000 for Youth Services Y*100 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

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City	Grantee
Rhonda Gentry 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 U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";

- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

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 determining 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;
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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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. Women-and Minority-Owned Business

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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

YOUNG WOMEN'S CHRISTAIN ASSOCIAITON OF LUBBOCK (YWCA)

Glenda Mathis
Executive Director

FED.I.D.# 15-0939427

Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 20.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract 12144 and all related documents between the City of Lubbock and 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: 2014-2015 CDBG
Use of Funds: The funds for this program will be used to provide increased dental services to low-moderate income eligible families
Amount: $20,000
Match: 25%
Return of Investment: Not required for Community Development Public Service
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the CDBG. The maximum to be allocated to this project is $20,000.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Community Health
Contract - Community Health

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, and all related documents, by and between the City of Lubbock and Community Health Center of Lubbock from the Community Development Block Grant for dental care 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 _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG CommunityHealthCenter Of Lubbock-Dental Prog
11.14

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 December, 2014 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

1. General Statement

The Grantee will be responsible for administering a Community Development Block Grant (CDBG) Year 2014-2015 **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 following activities eligible under the CDBG Program.

2. Program Delivery

Activity #1 Program will support improved access to dental care for an additional 350 low to moderate income patients at the Arnett-Benson Clinic.

Activity #2 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 **$20,000** 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 §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 - Goals and Performance Measures

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	Units per Month	Total Units/Year
• Enrollment of eligible patients	30	360 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		
• Offer Dental Care services throughout the year		

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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.

- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein may 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)	$16,456
Benefits	$ 3,544
TOTAL:	$20,000

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 **$20,000**. 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

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City	Grantee
Rhonda Gentry City of Lubbock P. O. Box 2000 Lubbock, TX 79457	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 U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

B. <u>"Independent Contractor"</u>

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 determining 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;

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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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. Women-and Minority-Owned Business

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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

GLEN C. ROBERTSON
Mayor

COMMUNITY HEALTH CENTER OF LUBBOCK

Michael Sullivan
Director

ATTEST:

Rebecca Garza, City Secretary

FED.I.D.# 75-2424925

Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 21.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Development funding contract 12145 and all related documents between the City of Lubbock and the Communities In Schools on the South Plains from the 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: CIS Model Program
Funding Source: 2014-2015 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 academics, behavior, and attendance.
Amount: $15,000
Match: 25%
Return of Investment: Not required for Community Development Public Service
Terms: October 1, 2014 through September 30, 2015
Comments: Funding for this Contract was approved by City Council at the June 26, 2014 City Council meeting.

Fiscal Impact

Federal funds will be used from the CDBG. The maximum to be allocated to this project is $15,000.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - CIS Program

Contract - CIS Program

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, and all related documents, by and between the City of Lubbock and Communities In Schools on the South Plains from the Community Development Block Grant to fund the CIS Model Program an in-school program to help youth stay in school. 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 _____, 2014

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rhonda Gentry
Rhonda Gentry
Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

gs:CDBG Communities In Schools-CIS Model Prog
11.14

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 December, 2014 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 **CIS Model 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 CIS Model Program.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

1. General Statement

The Grantee will be responsible for administering a Community Development Block Grant (CDBG) Year 2014-2015 **CIS Model 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 following activities eligible under the CDBG Program.

2. Program Delivery

Activity #1 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 coordination resources in the school setting. CIS Model 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 **$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 §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 - Goals and Performance Measures

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	Units per Month	Total Units/Year
Develop a Needs Assessment for each campus with the campus administrator	40 (youth)	480 Youth
Complete a Campus Agreement with the administrator		
Develop the Campus Plan implementing activities using the CIS 6 component model		

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

1. General Statement:

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 and quarterly basis as described below 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.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2014	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.

- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site 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, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein may 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	$12,600
Benefits	$ 1,400
Payroll Taxes	$ 1,000
TOTAL:	**$15,000**

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 **$15,000**. 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

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City

Rhonda Gentry
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee

Donna Montes
Communities In Schools
1655 Main, suite 201
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 U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the

various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

B. <u>"Independent Contractor"</u>

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 determining 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;
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.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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. Women-and Minority-Owned Business

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

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.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

COMMUNITIES IN SCHOOLS ON THE SOUTH PLAINS INC.

Donna Montes
Executive Director

FED.I.D.# 75-2381958 1

Board Chair

APPROVED AS TO CONTENT:

Rhonda Gentry, Interim Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Regular City Council Meeting **6. 22.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Code Administration: Consider a resolution authorizing the Mayor to execute contract 12054 with Lubbock Wrecker Service for towing junk vehicles, RFP 15-12054-DG.

Item Summary

The contract provides the Code Administration Department a wrecker company for towing junk vehicles that are in violation of City ordinances. Junk vehicles are towed by the order of the Junked Vehicle Compliance Board and/or City Code Inspector.

The following companies submitted proposals and are ranked as follows:

Contractor	Guaranteed Amount Per Tow	Score
Lubbock Wrecker Service of Lubbock, TX	$251	296
R.P.'s Heavy Duty Towing of Lubbock, TX	75	260

The committee evaluated each proposal on trained personnel, reliable equipment, and adequate office space and storage facilities necessary to perform the work, 25%. Experience towing vehicles that have been involved in an accident or have become disabled in the public right-of-way, 20%. Performance history on current or past commercial tow service contracts or other governmental tow service contracts, including City of Lubbock contracts, 20%. Qualifications, experience, length of employment with bidder, performance history of the management personnel responsible for the day to day operations of the tow services, 20%, and guaranteed amount per tow 15%.

Staff recommends contract award to the highest ranking contractor, Lubbock Wrecker Service of Lubbock, Texas. The contractor shall pay to the City $251 per vehicle that is towed.

Fiscal Impact

Guaranteed amount per tow $251 to the General Fund.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

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, Contract No. 12054 for Junk Vehicle Towing Services, per RFP 15-12054-DG, by and between the City of Lubbock and Lubbock Wrecker Service, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Lubbock Wrecker Service.
November 19, 2014

CITY OF LUBBOCK, TX
Junk Vehicle Towing Services

This Service Agreement (this "Agreement") is entered into as of the **4th day December, 2014**, ("Effective Date") by and between **Lubbock Wrecker Service,** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 15-12054-DG for, Junk Vehicle Towing Services,

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Junk Vehicle Towing Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Guaranteed Per Tow Price
4. Exhibit C - Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement,

or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Scott Brown, President,
Lubbock Wrecker Service

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Exhibit A

GENERAL REQUIREMENTS

1 Intent

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide for removal of Junk Vehicles as authorized by the Junked Vehicle Compliance Board or any other board or commission designated by the City Council.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 Project Description

A single wrecker and tow truck services contract will provide the City with dependable vehicle towing and storage towing services for all occasions in which the City must arrange for the removal of Junk Vehicles as authorized by the order of the Junked Vehicle Compliance Board, or any other board or commission designated by the City Council. It is estimated that 340 to 400 junk vehicles will be removed annually under this contract.

3 Purpose

The purpose of this RFP is to establish a guaranteed amount per two to be paid monthly to the City for junk vehicle wrecker and towing truck services. The contract may be extended annually for up to four additional one-year periods under the same terms and conditions of the original contract. Contract extension will occur upon mutual agreement of the City of Lubbock and the Contractor.

4 Services

The Contractor shall tow and store all vehicles designated by the Code Administration Manager or his/her designee in a safe and secure manner so as to avoid damage to the vehicles or danger to any motorists, pedestrians or Contractor's employees.

The Contractor shall respond to all tow orders from the Code Administration Manager or his/her designee within 48 hours of receiving tow orders unless otherwise specified in this agreement.

The Contractor shall respond to all tow requests from the Code Administration Inspector within one (1) hour of receiving such a request unless otherwise specified in this agreement. All such tow requests shall be completed in a timely manner.

In responding to tow requests from the Code Administration Manager or his/her

designee, the Contractor shall use authorized vehicles and equipment that he owns or leases unless such vehicles and equipment are not available for use. In such event, the Contractor may then use authorized vehicles and equipment from other towing services pursuant to agreements he may have with such other services, provided the vehicles and equipment comply with all state, federal and local laws, rules and regulations necessary to perform such tows and the requirements of this Agreement.

The contractor shall be allowed to dismantle and salvage for resale any and all useable parts of any junked vehicle removed pursuant to the notification and hearing process performed by the Code Administration Department and after receiving a CRUSH ORDER from the Code Administration Department. A ten (10) day waiting period as to allow a vehicle owner or an authorized agent of the owner ample time to claim the removed vehicle and bring it into compliance. Contractor shall not restore or make any junked vehicle that has been towed pursuant to this contract operable.

The Contractor will be required to crush all towed vehicles within 45 days of receiving a CRUSH ORDER from the Code Administration Department if no vehicle owner or authorized agent of the owner has claimed the vehicle.

The Contractor herein agrees to dispose of all vehicles removed and stored pursuant to this Contract and those vehicles that remain at the expiration of this Contract in accordance with the Code Administration Manager instructions at no additional cost to the City or to the owners or operators of such vehicles.

5 Non Response Penalty

The Contractor agrees to stand ready to ably, professionally and promptly respond to any and all tow requests made by the Codes Administration Manager or his/her designee regardless of the time of such request or the number of such requests. The Codes Administration Manager reserves the right to use tow trucks owned by other towing services should the Contractor be unable or unwilling to respond to a tow request by the Codes Administration Manager or his/her designee in a timely manner. Should it be necessary for the Codes Administration Manager or his/her designee to utilize another towing service for any reason other than severe weather, disaster or some other reason beyond reasonable control of the Contractor, the Codes Administration Manager or his/her designee may instruct such towing service to tow and deliver the vehicle to the Contractor's storage facilities. Upon completion of delivery, the Contractor shall immediately pay the other towing service's customary charges for the services performed, take possession of the vehicle, and perform all obligations in regard thereto as though the Contractor had made the tow. The Contractor hereby agrees to make his storage facilities available at all times to any substitute towing service utilized by the Codes Administration Manager pursuant to terms of this section.

6 Junked Vehicles

The Contractor agrees to pick up junked vehicles at the request of the Code Administration Manager within 48 hours of notification. Adequate space at the Contractor's storage facilities for the storage and disposal of junked vehicles will be maintained. The Contractor shall observe all applicable state laws, municipal ordinances and Code Administration policies regulating junked vehicles.

The Contractor shall not return such junked vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Code Administration

Manager or his/her designee.

CONTRACTOR MAY RETAIN ANY COMPENSATION PAID FOR SUCH VEHICLES BY ANY COMPANY OR INDIVIDUAL, WHICH DEMOLISHED THE VEHICLE.

7 Indemnification and Release language

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnities") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.



Proposal
By
Lubbock Wrecker Service, Inc.

3209 Slaton Hwy. Lubbock TX 79404

Prepared
For
The City of Lubbock

RFP 15-12054-DG

Date of Proposal:

October 28, 2014

ii. Lubbock Wrecker's Experience with Towing at Accident Scenes and Disabled Vehicles from a public right-of-way

Lubbock Wrecker has vast experience in towing accident disabled vehicles and/or mechanically disabled vehicles, not only of passenger vehicles, but larger vehicles such as trucks and buses as demonstrated through its past performance with the City of Lubbock and Lubbock Police Department. We have a customary 30 minute response time to all customers inside the Lubbock City Limits. Lubbock Wrecker has been towing vehicles involved in accidents and stranded motorists in Lubbock and the surrounding areas since 1991 and we are proud that our facility is often the only facility that can operate in inclement weather or emergency conditions. We are the only local towing and wrecker service that is fully staffed, both day and night seven days a week. We have a modern lighting system and an elite audio/video surveillance system that covers 25 acres for the safety of Lubbock citizens and their vehicles.



Volume of Accident and Disabled Tows

Lubbock Wrecker Handles an average of 80 calls per day of vehicles involved in accidents or becoming disabled on a public right of way. The number of calls varies from day to day and depending on weather conditions, holidays and road construction, Lubbock Wrecker may tow an amount significantly more than 80 vehicles on any given day. Because of varying conditions, a wrecker service serving the City of Lubbock must be able to handle increased volumes in a short period of time.

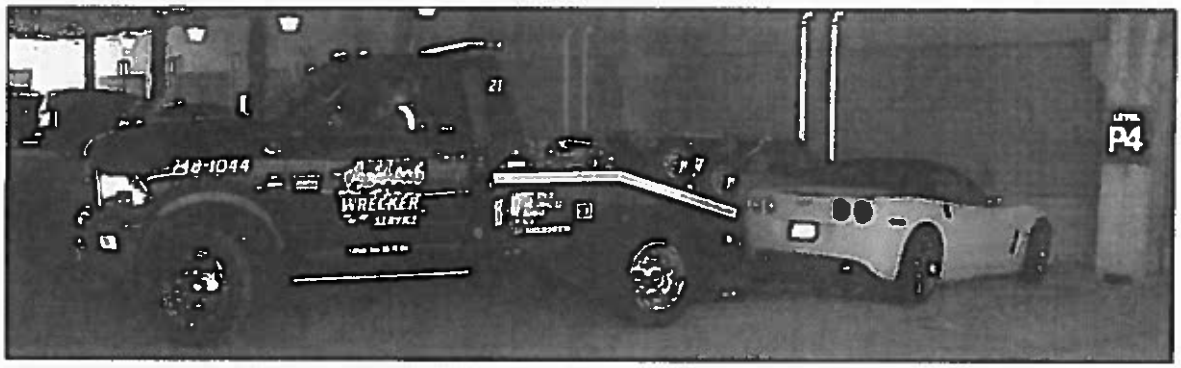
Driver Training and Experience

Lubbock Wrecker's driver team is the best around. Because of our efforts to provide the highest quality service in this area and because we possess valuable equipment that is essential to our success, we have strict standards for hiring and demand that our drivers have experience and perform their duties

safely and professionally. Before hiring we require a background check and driver license check. If approved, we have the driver undergo a physical exam and drug screen. Once a driver passes these exams, we demand they participate in a mandatory observation and training program. This requires all new drivers drive with a qualified driver for at least one week plus evening training and yard training by a supervisor. Additionally, if any driver is to operate new equipment they must demonstrate knowledge and proficiency to operate that equipment to their supervisor. Lubbock Wrecker's driver team consists of 10 Heavy Duty and 13 Light Duty team members. All drivers are Certified Towing Operators by Texas Department of Licensing and Regulation, American Towing and Recovery Institute, and Southwest Tow Operators and are required to participate annually in continued education. Because of our proven training program and the everyday service provided in Lubbock all drivers have a great amount of experience in the local Lubbock area.

Lubbock Wrecker Service,Inc has sufficient personnel and equipment to provide the services required in the the request for proposal and Lubbock Wrecker Service,inc will not require the use of subcontractors to meet the City's requirements.

Even though our wrecker drivers have vast experience, we are constantly updating with state of the art equipment. This sophisticated equipment requires training which each driver must complete before he is allowed to operate a particular piece of equipment.



Management Experience

Our Management is solid. Scott Brown, the owner of Lubbock Wrecker Service, Inc. has been active in the business for over 14 years. General Manager Chad Wilson has over 14 years experience in the towing and storage industry, and has the leadership and management skills needed to run a local industry leader like Lubbock Wrecker. Additionally, Gene Light, an important part of our team as fleet manager, has over 33 years of managerial experience and over 900 hours of safety training. Lubbock Wrecker also has the following qualified and trained personnel to assist in the day-to-day operations and management of Lubbock Wrecker Service.

Gene Light has over 23 years of wrecker experience. He is a Class 2 Wrecker Driver, and our fleet manager. Gene oversees all of the trucks of Lubbock Wrecker Service to insure that they are properly maintained and operated.

Jon Deeds is our office manager. He has been with Lubbock Wrecker for over 7 years.

Misty Smith is our accounting department manager. She is great at customer service and a relief dispatcher.

Eli Garza is our dispatching supervisor. He has exceptional customer service.

Shanna Prince is our night dispatcher and Supervisor.

ALL EMPLOYEES OF LUBBOCK WRECKER SERVICE, INC ARE LICENSED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION

Expertise in the Lubbock Area Comparable Projects

Lubbock Wrecker has performed the wrecker and tow truck contract services for the City of Lubbock for the last four terms, which originally included removing junk vehicles from private property. In addition, Lubbock Wrecker has completed and continues to service the following similar projects:

Texas Tech University Traffic and Parking
Lubbock, Texas 79430
806-742-3811
Lubbock Wrecker has successfully performed 9 years of a service contract with one year in progress.

City of Lubbock (Medium and Heavy Duty Towing Contract)
1625 13th Street
Lubbock TX 79401

Department of Public Safety
1302 6th Street
Lubbock, Texas 79401
806-767-1441
Lubbock Wrecker is on rotation with the Department of Public Safety and performs services for the DPS at least once a month.

Lubbock County Sheriff's Office
811 Main
Lubbock, Texas 79401
806-767-1441
Lubbock Wrecker is on a rotation with the Lubbock County Sheriff's Office and is on call for the Sheriff's Office every other week.

iii. Lubbock Wrecker's Performance History and Service Contracts

Lubbock Wrecker is currently contracted with the City of Lubbock for wrecker and towing services and has been for over 16 years. In the last 16 years Lubbock Wrecker Service has always either met or exceeded the requirements of the contract. Our performance shows that we can provide the city not only with a quality towing and wrecker service, but a history of reliability.

Government Tow Service Contracts

City of Lubbock
Lubbock Police Department
1625 13th Street
Lubbock, Texas 79401
Towing approximately 2400 wrecked and impounded vehicles annually
Contact: Roger Ellis
806-775-2865

City of Lubbock/Heavy Duty Towing
Lubbock, Texas 79401
Towing approximately 250 City owned Medium and heavy vehicles annually
Contact: Ken in City Garage
806-775-2158

Texas Tech Traffic and Parking
2903 4th Street
Lubbock, Texas 79409
Towing approximately 600 illegally parked vehicles to Texas Tech's storage facility annually
Contact: Lee Sonnenberg
806-742-2222

Commercial Tow Service Contracts

All Star Automotive
6007 43rd Street #B
Lubbock, Texas 79407
Tow 10-15 disabled vehicles monthly
Contact: Preston Peebles
806-797-5400

Roberts Truck Center
P.O. Box 3890
Lubbock, Texas 79452
Tow 20-30 semi-trucks monthly
Contact: Steve Lynch
806-763-8213

Scoggin Dickey
5901 Spur 327
Lubbock, Texas 79424
Tow 30-40 disabled vehicles per month
Contact: Mike, Service Manager
806-798-4000
The Village at Overton Park
2408 Mac Davis Ln
Lubbock TX 79401
Tow approximately 175 illegally parked vehicles annually
Contact: Crystal Stroud 806-368-7830

25 Twenty Apartments
2520 Marsha Sharp Freeway
Lubbock, Texas 79415
Tow approximately 100 illegally parked vehicles annually
Contact: Jamie Best 806-749-2522

West Texas Peterbilt
4515 Avenue A
Lubbock, Texas 79404
Tow 20-30 Semi trucks per month
Contact: Jim Bozeman
806-747-2136

iv. Management Personnel Responsible for Daily Operations

As previously discussed, our management is solid. Scott Brown, the owner of Lubbock Wrecker has been active in the business for over 14 years. Scott has totally immersed himself into the business of Lubbock Wrecker and has not only kept the status quo, but has actually made substantial improvements to the business of Lubbock Wrecker.

Scott Brown, has been a business owner for 20 years in Amarillo TX and 14 years in Lubbock, Texas. He owns a wrecker service in Snyder, TX, which has operated for over 10 and half years.

David Scott Brown
10616 Oxford Ave.
Lubbock, Texas 79423
806-548-1689

Skills:

Management - Sales - Mechanical - Accounts Receivable/Payable - General Contracting - Payroll - Self Motivated - Excellent Money Management

Experience:

1981-1987 Owned and Operated a Yamaha Dealership in Amarillo, Texas. In 1987, I sold the dealership to pursue my dream of sprint car racing. Jimmy and Doris King sponsored my race team and I soon became a National Champion. After a near death accident, I retired from racing and opened Elite Trailers, employing over 50 people. In 1999, I took over the operation of Route 66 Motor Speedway in Amarillo, Texas. In August 2000, after Jimmy King passed away, I came to Lubbock to help Doris King for a few months. After much consideration, I became a partner here at Lubbock Wrecker Service, Inc. and sold my business in Amarillo. In 2011 I purchased Lubbock Wrecker Inc. from Doris King and am now the sole owner

References:

Corky Matthews, Matthews Backhoe, Lubbock, Texas	806-745-5209
Doug Taulbee, Competition Towing, Amarillo, Texas	806-654-4478
Terry Tripp, Tripps Harley-Davidson, Amarillo, Texas	806-352-2021

Chad Wilson, General Manager, has over 12 years of Managerial experience. He has over 1000 hours of safety training and has the knowledge and skills to manage a local leading company in the towing industry.

Jeremy Chad Wilson
2120 FM 1585
Lubbock, Texas 79423
806-548-3698

Skills:

Management – Safety Training – Accounts Receivable/Payable – Payroll –Mileage Reports – Fuel reports –Computer – QuickBooks/Microsoft Office/Spreadsheets – US Department traffic Filling – Self Motivated – Multi Tasked – Mechanical – State of Texas and New Mexico Filings

Experience:

August 1997 – March 2000 – Worked at Elite Trailers in Amarillo, Texas for Scott Brown. We manufactured and sold custom built trailers.
March 2000 – March 2001 – Worked at BWXT Pantex in Amarillo, Texas. I was a Production Technician where I dismantled nuclear weapons. I had to have a special military security clearance to work there.
March 2002 – Present – General Manager of Lubbock Wrecker Service, Inc. – started at the bottom level washing trucks and worked my way to General Manager.
November 2003 – December 2007 – Owned and operated a retail business, Tech Motor Sports
January 2010 – Present - I own and operate a towing company specializing in Heavy Duty Recovery with 3 locations, Slaton, Post, and Sweetwater.

References:

Scott Brown, Lubbock Wrecker Service	806-748-1044
Kevin McCreary, Amarillo, Texas	806-674-5601
Kelly Kirkpatrick, Lubbock, Texas	806-548-1294

Gene Light, Fleet Manager, has 35 years of managerial experience. He has over 900 hours of safety training and has the knowledge and skill to operate any wrecker.

Willie Gene Light
5112 cr 7545
Lubbock, Texas 79424
806-777-7223

Skills:

Management - Safety Training - Mileage Reports - Fuel Reports - US Department Traffic Filing - Self Motivated - Multi-tasked - Mechanical State of Texas and New Mexico Filings – Ability to control heated situations – Good People Skills

Experience:

1984-1998 – Owner of Redmen Lodge in Lubbock and Midland Texas, Non-profit organization
1984-1997 – Owner of West Texas Speedway in Lubbock Texas,
1988-2000 – Owner of Light Trucking, Operated a fleet of trucks across United States
2000 – Present - Fleet Manager of Lubbock Wrecker Service, Inc. – started driving Class I and Class II wrecker and worked my up to Fleet Manager. I also still drive a Class II wrecker.

References:

Myra McKinzie, Covenant, Lubbock, Texas	806-794-6170
Marlin Coffman, Abilene, Texas	325-513-9338
Loraine Fleming, Lubbock, Texas	806-781-7534

Also, noted herein, we have several other members of our operations team that are critical to our efficient and successful operations including towing, storage and vehicle disposal.

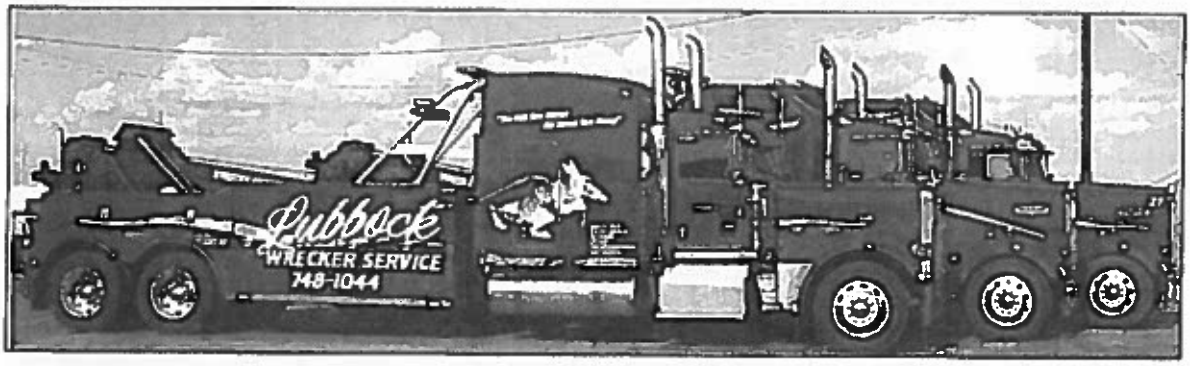
v. Trained Personnel, Reliable Equipment, Office Space, and Storage Space

Trained Personnel

As discussed previously in section ii and iv, Lubbock Wrecker Service has quality personnel and management with extensive experience and training.

Reliable Equipment

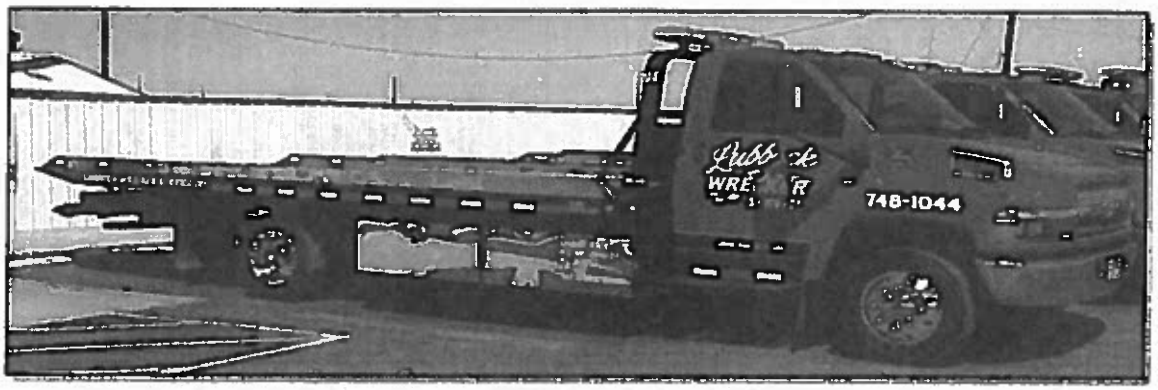
Lubbock Wrecker Service is also proud of their fleet of wreckers which we continue to update in order to make Lubbock Wrecker the highest quality, state of the art wrecker and towing company in this area. Lubbock Wrecker believes maintained high-quality new equipment and well trained employees ensure the safety of its drivers, customers and the public. The following is a list of some of our equipment, including the gross weight for each piece of equipment.



By way of explanation a Class 2 Wrecker is a large semi wrecker which is depicted in the top photograph. Our Class 2 Wreckers are used not only by the City of Lubbock for abandoned heavy duty vehicles, overturned heavy duty vehicles and City owned heavy duty vehicles, but by the Texas Department of Public Safety and the Lubbock County Sheriff's Department.

Heavy Duty Class II Wreckers

#7	2012	Peterbilt	379	Heavy Duty Wrecker	GVW 80,000
#17	2006	Kenworth	W900	Heavy Duty Wrecker	GVW 80,000
#27	2011	Kenworth	W900	Heavy Duty Wrecker	GVW 80,000
#37	2013	Peterbilt	389	Heavy Duty Wrecker	GVW 80,000
#47	2012	Kenworth	T800	Heavy Duty Wrecker	GVW 80,000
#55	2011	Kenworth	W900	Heavy Duty Wrecker	GVW 80,000
#57	2013	Kenworth	T800	Heavy Duty Wrecker	GVW 80,000
#64	2014	Freightliner	M2	Heavy Duty Wrecker	GVW 55,000
#66	2012	Peterbilt	339	Heavy Duty Wrecker	GVW 55,000
#68	2013	Peterbilt	339	Heavy Duty Wrecker	GVW 55,000



Carriers/Rollbacks are trucks that have flat beds, that enable us to transport vehicles that have been damaged badly enough that the vehicle will not roll, and with wheel lifts to enable us to tow 2 vehicles at one time. They are equipped with chains and hooks that attach beneath the cars or trucks and, with a power unit they pull the vehicles onto the bed.

Carriers/Rollbacks with wheel lift (Capable of towing 2 vehicles at once)

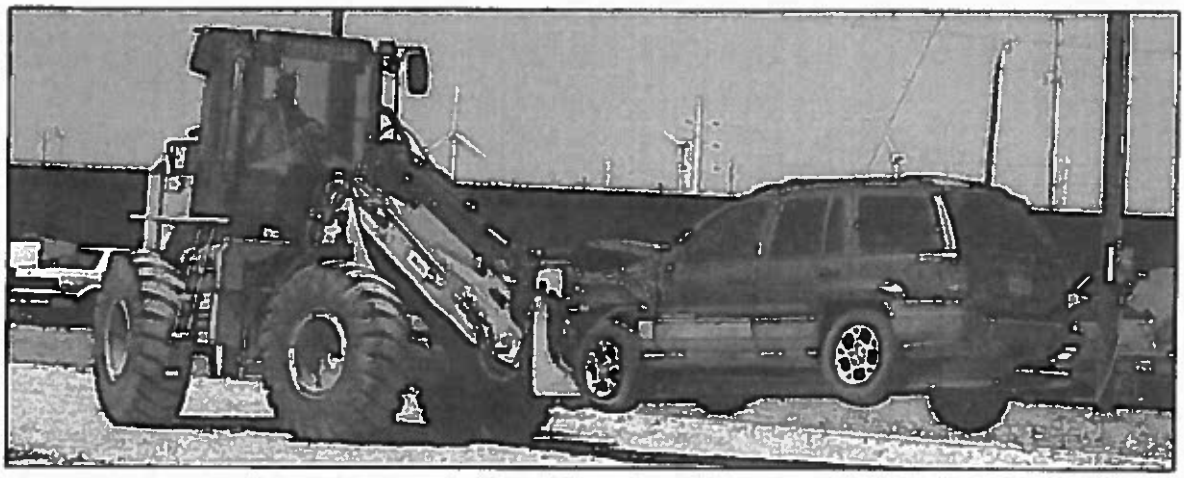
#10	2009	Peterbilt	335	Light Duty Rollback Wrecker	GVW 26,000
#25	2011	Dodge	5500	Light Duty Rollback Wrecker	GVW 19,500
#40	2011	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000
#42	2012	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000
#44	2013	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000
#46	2014	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000
#70	2015	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000
#71	2015	Freightliner	M2	Light Duty Rollback Wrecker	GVW 26,000



Autoloaders/Quick Picks are trucks that have a lift on the back so that a vehicle may be picked up and towed from either the front or rear. There is a special hooking device placed around the wheels to insure safe towing and to make sure the vehicle stays in place.

Auto Loader/Quick Picks (Wheel lifts units carry one car at a time)

#22	2011	Dodge 4500	Light Duty Autoloader	16,500 GVW
#23	2011	Dodge 4500	Light Duty Autoloader	16,500 GVW
#24	2013	Dodge 4500	Light Duty Autoloader	18,500 GVW
#26	2013	Dodge 4500	Light Duty Autoloader	18,500 GVW



Lubbock Wrecker Service also owns various pieces of special equipment which can be used when the job we are performing is more than just a simple tow.

Specialty Equipment

2-Caterpillar 930H Front End Loaders
2 - Caterpillar 290 skid steers
Kubota M126x Tractor
Street Sweeper
2015 Ford 4x4 Service Truck (#1)
2015 Ford 4x4 Service Truck (#2)
1998 53' Utility Dry Box Trailer
2001 24' Stock Trailer
1998 Refrigerated 53' Utility Trailer
2001 S&H 24' Gooseneck Cattle Trailer
2003 Side Dump Trailer
2006 Kaylyn Siebert KN5A 353T
Mobile Cattle Pens & Shoot
Flat Bed Trailer
Portable Light Plant
Motorcycle Trailer
2015 Landoll Sliding Axle Trailer
2013 CTS Demolition Trailer

Proposed 10 Acre Site for City of Lubbock's Junk Vehicles

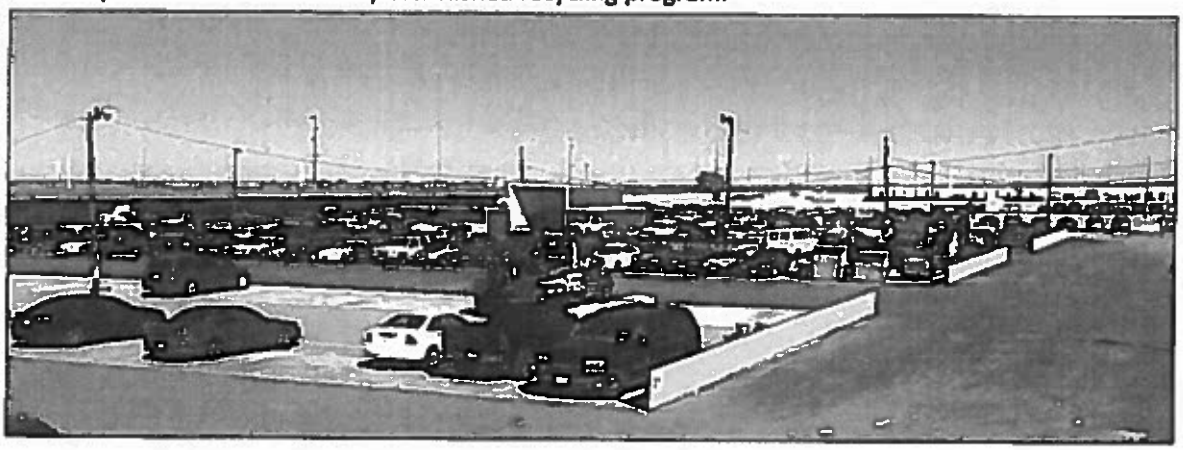




Office Space, Storage Facility, and Daily Operation of Yard

Our state of the art office is just over 3000 square feet and includes a fully automated industry specific towing and vehicle storage facility program. Lubbock Wrecker Service's yard is 25 acres and has the capacity to store 1500 vehicles. We have segregated storage depending on the type of tow. For example, we have a police impound. If the Police call us to pick up a car that may have been involved in a criminal violation, then this vehicle will be segregated and access is limited. We have four rows allocated for these cars and numbered I-1, I-2, I-3, I-4. Cars involved in accidents are segregated in rows numbered C-1, C-2, C-3, C-4, C-5, and C-6. We also have an additional 10 acres which we will be designating to the Junk Vehicles being towed under this contract, which will also have specific segregation. As you can see in the picture below our yard meets and exceeds expectations when it comes to a first class vehicle storage facility.

Lubbock Wrecker already has a strict vehicle tracking system in place as well as a recycling procedure in order to maintain adequate vehicle storage space. Therefore the RFP requirement to crush all vehicles in 45 days will fit into our already established recycling program.



vi. List of Lubbock Wrecker Principals

The following is a list of principals in Lubbock Wrecker Service and the amount of time they spend in the day to day operations:

Scott Brown, Owner/President - Full time
Chad Wilson, General Manager – Full time
Gene Light, Fleet Manager and Class II Wrecker Driver – Full time
Jon Deeds, Storage Facility Manager – Full time
Misty Smith, Account Manager – Full time
Shanna Prince, Night Supervisor/ Dispatcher – Full time
Eli Garza, Dispatching Supervisor – Full time

vii. Compliance with State and Federal Law

Lubbock Wrecker certifies that to the best of their knowledge, information and belief that they are cognizant of, comply with and enforce, where applicable, and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to, Davis Beacon Federal Minimum Wage Requirements. Additionally, Lubbock Wrecker Service has a history with our employees and very low turnover. Over 90% of our employees have been with Lubbock Wrecker Service for at least 5 years. We pay substantially better than required by the Davis Beacon Federal Minimum Wage Requirement and we do so to keep our valued employees.

ix. Customer Complaint/Errors and Omissions Methodology

If we have a complaint by the City it will be addressed in a prompt professional manner. We would request that any complaint by the City be submitted in writing. Once a complaint is received, Lubbock Wrecker Service will respond appropriately to the complaint within 24 hours.

Lubbock Wrecker Service understands that by providing its services to the City of Lubbock, it represents the City, and we take that representation seriously. We have very few customer complaints. Obviously, sometimes a customer's car is towed at the request of a business or a police officer. These individuals are often upset and Lubbock Wrecker Service attempts to handle all of their customers in a friendly and courteous manner. In the event a complaint is made, we ask the customer to submit the complaint in writing and the complainant is advised that within 24 hours they will be contacted in an attempt to resolve the problem.

COPY

xi. Additional Information

Federal Identification # 75-2041124
Interstate Carrier Commission/Motor Carrier # 284233
TDLR Certificate # 0000030950C
City Permit # 2014-8132
Texas Department of Transportation # 37431
Vehicle Storage Facility License # 0000635VSF

Lubbock Wrecker Service has always supported the local business community and used their resources to stimulate growth and support the Lubbock community. Lubbock Wrecker has always supported and sponsored local and surrounding high school athletic and cheerleading programs for our youth's developmental skills. Lubbock Wrecker, as it has done in the past, continues to supply vehicles for use in the Shattered Dreams program. Further Lubbock Wrecker supports and sponsors training for the City of Lubbock Police Department and Lubbock County Sherriff Department.

At this time, Lubbock Wrecker has no other additional information it wishes to provide. However, should the City of Lubbock find that it needs additional information in order to make their important decision, Lubbock Wrecker will be happy to provide the information requested.

viii. Guaranteed Per Tow amount paid monthly to the City of Lubbock

We propose a guaranteed payment of **$251.00 per vehicle towed** to be paid monthly to the City of Lubbock for the City's Junk Vehicle Towing Contract. This sum is guaranteed and the principals of Lubbock Wrecker Service have the financial capabilities to guarantee this amount per month.

CITY OF LUBBOCK, TEXAS

Junk Vehicle Towing
RFP 15-12054-DG

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
POLLUTION LIABILITY			
☐ _____		General Aggregate	1,000,000
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Aggregate	1,000,000
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	____
		Aggregate	____
GARAGE LIABILITY			
☒ Any Auto		Auto Only - Each Accident	____
☐ _____		Other than Auto Only:	
		Each Accident	
		Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☒ WORKERS COMPENSATION – STATUTORY AMOUNts			
OR			
OCCUPATIONAL MEDICAL AND DISABILITY			1,000,000
☒ EMPLOYERS' LIABILITY			

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Regular City Council Meeting **6. 23.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution appointmenting Dr. Ron L. Cook as Health Authority for the City of Lubbock.

Item Summary

Local Health Authority shall serve for a term of two years or until such time as a successor has been appointed. A health authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - Health Authority

Certificate of Appointment

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to appoint the following named person as the Local Health Authority for the City of Lubbock, Texas, pursuant to Chapter 121 of the Health and Safety Code; NOW THEREFORE:

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

SECTION 1. THAT the following named person is hereby appointed Local Health Authority for the City of Lubbock, Texas.

Ronald L.Cook, DO, MBA

SECTION 2. THAT said Local Health Authority shall serve for a term of two (2) years or until such time as a successor has been appointed.

SECTION 3. THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute a Certificate of Appointment for a Local Health Authority and any associated documents on behalf of Dr. Cook.

Passed by the City Council on this ____ day of _____ , 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

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Certificate of Appointment
For a
Local Health Authority

I, Glen C. Robertson, acting in the capacity as a

(*Check the appropriate designation below*)

_____Non-physician and the Local Health Department Director
_X_ Mayor or Designee
_____County Judge of Designee
_____Chairperson of the Public Health District

do hereby certify the physician, Ronald L. Cook, DO, MBA, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for The City of Lubbock, Texas.

Date term of office begins January 1, 2015

Date term of office ends December 31, 2017, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____Director, _____

_X_ City Council for the City of Lubbock

_____Commissioners Court for _____ County

_____Board of Health for the _____Public Health District

I certify to the above information on this the _____ day of _____, 20__.

_____
Signature of appointing official

(See reverse side for instructions)

Revised by the Division of Regional and Local Health Services, February 2008

THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I **Ronald L. Cook, DO, MBA** do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____

Affianced Signature
Ronald L. Cook, DO, MBA
Health Authority - City of Lubbock, Texas

SWORN TO and subscribed before me by affiant on this _____ day of _____ 2014.

_____

Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

_____

Printed Name

_____

Title

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Pursuant to Tex. Const. Art. XVI, §1(b), (amended 2001). Revised by the Division for Regional and Local Health Services, February 2008.

Regular City Council Meeting **6. 24.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute contract 12122 for and on behalf of the City of Lubbock a Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center (TTUHSC) to provide the professional services of a qualified physician to act as Medical Director for the City of Lubbock Health Department.

Item Summary

This is a professional services provider agreement with the TTUHSC to provide the professional services of Dr. Ron Cook to act as Medical Director for the City of Lubbock Health Department (COLHD). In the event that Dr. Cook is unable to fulfill his obligations for the terms for the contract, TTUHSC agrees to provide a suitable member of its faculty to perform the services of Medical Director for the COLHD as set forth in this agreement. A medical director is a physician who serves as the clinical leader of a medical facility. He/she develops and implements policies, procedures and best practices and assures that the facility is in compliance with all federal, state and local laws. A medical director is required to be a medical doctor, with at least 10 years of professional experience and must be board-certified within his/her area of specialty.
Dr. Ron Cook will perform the following duties under the administrative supervision of the health department nursing staff:

a. Supervision of procedures and protocols based on federal and state regulations, and on generally accepted standards of care.

b. Approval of health department manuals at least annually, after review and revision by the health staff.

c. Supervision of services currently provided at the health department, including immunizations, diagnosis and treatment of sexually transmitted diseases, and investigations of and prophylaxis for notifiable disease conditions.

Fiscal Impact

The City of Lubbock will pay TTUHSC nine hundred ($900) per month. The maximum amount paid is not to exceed $10,800 per year or $54,000 over the next five (5) years.

Staff/Board Recommending

Scott Snider, Assistant City Manager Rebecca Brawley, Public Health Manager

Attachments

Resolution - Medical Director
Agreement - Medical Director

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 Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center to provide the professional services of a qualified physician to act as Medical Director for the City of Lubbock Health Department. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider,
Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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PROFESSIONAL SERVICES AGREEMENT
(City of Lubbock Health Department Medical Director)

This is a Professional Services Provider Agreement between the City of Lubbock, acting by and through its Health Department (hereafter referred to as COLHD), and **THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER** (hereafter referred to as Provider). Funding for this Agreement will be provided by the City of Lubbock general funding.

SERVICES TO BE PROVIDED

The Provider hereby agrees to provide the City of Lubbock Health Department with the professional services of **DR. RON COOK** (hereafter referred to as"Dr. Cook") to act as **MEDICAL DIRECTOR** for the COLHD, subject to approval by the City Council of the City of Lubbock.

In the event that Dr. Cook is unable to fulfill his obligations for the term of this contract, Provider agrees to provide a suitable member of its faculty to perform the services of Medical Director for the COLHD as set forth in this Agreement.

Provider shall perform the following duties under the administrative supervision of the City of Lubbock Health Department Manager:

1. Approve clinic procedures, protocols, and standing orders for clinical services provided by COLHD professional and paraprofessional nursing and clerical staff, including:

    a. Supervision of procedures and protocols based on federal and state regulations, and on generally accepted standards of care.
    b. Approving COLHD manuals at least annually, after review and revision by COLHD clinic staff.
    c. Supervision of clinical services currently provided at the Lubbock Health Department, including Immunizations and diagnosis and treatment of Sexually Transmitted Diseases.

2. Providing COLHD with physician provider number for submission of Medicare claims for influenza vaccine administration.

The parties agree and acknowledge that the Provider is an independent contractor and shall not be an employee of the City of Lubbock or the COLHD, and that the Provider shall have no power to bind the City of Lubbock or the COLHD in any legal contract or in any other way without prior written consent of the City.

The City of Lubbock will pay Provider **NINE HUNDRED AND NO/100 DOLLARS ($900.00)** per month using the established procedures of the City of Lubbock.

This agreement made this _____ day of _____, 2014, effective **January 1, 2015**, and may be continued by mutual agreement by both parties from year to year for a maximum of four additional one-year terms. Terms may be (1) renegotiated, or (2) terminated, by either party upon thirty (30) days written notice to the other party.

CITY OF LUBBOCK:

BY:_____

NAME:_____

TITLE:_____
(Mayor for contracts over $25,000)

DATE:_____

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST:

_____
(City Secretary for contracts over $25,000)

APPROVED AS TO CONTENT:

_____
City of Lubbock Health Director

APPROVED AS TO FORM:

_____
City Attorney

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Regular City Council Meeting **6. 25.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute contract 12123 for and on behalf of the City of Lubbock a Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center (TTUHSC) to provide the professional services of a qualified physician to provide Epidemiological and Surveillance Consultation Services of the City of Lubbock Health Department.

Item Summary

This is a professional services provider agreement with the TTUHSC to provide the professional services of a qualified physician to provide Epidemiological and Surveillance Consultation Services of the City of Lubbock Health Department. It is the intention of the parties that services will be provided at no charge, pro bono publico.

This agreement provides the professional services of Dr. Ronald Douglass Warner for Epidemiological and Surveillance Consultation Services. Dr. Warner's unique expertise combines epidemiology, preventive medicine and veterinary science. In the event that Dr. Warner is unable to fulfill his obligations for the term of this contract, TTUHSC will provide a suitable member of its faculty to perform these services.

Dr. Warner will perform the following specific duties under the administrative supervision of the department manager:
a. Develop of data base and methodology (ies) for collection. Identify what data is significant in determining the health and illness status of the citizens of Lubbock.
b. Review data collected for accuracy and completeness.
c. Interpret data as it reflects the health and illness status of the citizens of Lubbock, and in achieving the goals of Healthy People/Health Communities.
d. Recommend sentinel collection points (physicians, clinics) by type and number. Determine significance in reporting to identify epidemic situation.
e. Provide Consultation in preventing disease outbreaks and/or minimizing disease spread.
f. Evaluate efficacy of health care programs in the community.
g. Forecast health care needs based on statistical data.
h. Report to the Board of Health and City Council, as required, regarding surveillance and prevention activities, interpretation of data, health status of the community and recommendations for health planning.
i. Develop new insights and innovative solutions to health problems through conduct of or participation in public health research.

Fiscal Impact

None. It is the intention of the parties that services will be provided at no charge, pro bono publico.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, Health Director

Attachments

Resolution - TTUHSC
Agreement - TTUHSC

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 Professional Service Agreement between the City of Lubbock and Texas Tech University Health Sciences Center to provide the professional services of a qualified physician to provide Epidemiological and Surveillance Consultation Services for the City of Lubbock Health Department. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider,
Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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PROFESSIONAL SERVICES AGREEMENT
(City of Lubbock Health Department
Epidemiology and Surveillance Consultant Agreement)

This is a Professional Services Provider Agreement between the City of Lubbock, acting by and through its Health Department (hereafter referred to as COLHD) and **THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER** (hereafter referred to as TTUHSC). Funding for this Agreement, if any, will be provided by the City of Lubbock general funding; however, it is the intention of the parties that services will be provided at no charge, *pro bono publico*.

SERVICES TO BE PROVIDED

The Provider hereby agrees to provide the City of Lubbock Health Department with the professional services of **DR. RONALD DOUGLASS WARNER** (hereafter referred to as "Dr. Warner") to provide **EPIDEMIOLOGY AND SURVEILLANCE CONSULTATION SERVICES** for the COLHD, subject to approval by the City Council of the City of Lubbock.

In the event that Dr. Warner is unable to fulfill his obligations for the term of this contract, Provider agrees to provide a suitable member of its faculty to perform epidemiology and surveillance consultation services for the COLHD as set forth in this Agreement.

Provider shall perform the following specific duties under the administrative supervision of the department manager:

1. Develop epidemiology database and the methodology(ies) for data collection, identifying significant data to determine the health and illness status of the citizens of Lubbock.

2. Review data collected for accuracy and completeness.

3. Interpret data as it reflects the health and illness status of the citizens of Lubbock, and in achieving the goals of Healthy People/Health Communities.

4. Recommend sentinel collection points (physicians, clinics, etc.) by type and number, and determine the significance in reporting to identify epidemic situation.

5. Provide consultation to COLHD to prevent disease outbreaks and/or minimize disease spread.

6. Evaluate efficacy of health care programs in the community.

7. Forecast health care needs based on statistical data.

8. Report to the Board of Health and City Council, as requested, regarding surveillance and prevention activities, interpretation of data, health status of the community and recommendations for health planning.

9. Develop new insights and innovative solutions to health problems through conduct of or participation in public health research.

The parties agree and acknowledge that the Provider is an independent contractor and shall not be an employee of the City of Lubbock or the COLHD, and that the Provider shall have no power to bind the City of Lubbock or the COLHD in any legal contract or in any other way without prior written consent of the City.

In the event of any disagreement between the Provider and COLHD pertaining to the Provider's consultation and recommendations, the Provider may request such dispute be resolved by a joint meeting of the City of Lubbock Health Department Manager, the City of Lubbock Health Department Medical Director, any other health authority, and the City Manager or his designated representative. In the event Provider is overruled in such joint meeting, or in the event time does not allow such a meeting and Provider is overruled, to the extent allowed by law, the Provider shall be held harmless by the City of Lubbock for any claim of any nature whatsoever arising from the decision to overrule the Provider.

The Provider will provide services at no charge to the City, *pro bono publico*.

This agreement made this _____ day of _____, 2014, effective **January 1, 2015**, and may be continued by mutual agreement by both parties from year to year for a maximum of four additional one-year terms. Terms may be (1) renegotiated, or (2) terminated, by either party upon thirty (30) days written notice to the other party.

CITY OF LUBBOCK:

BY:_____

NAME:_____

TITLE:_____
(Mayor for contracts over $25,000)

DATE:_____

ATTEST:

_____
(City Secretary for contracts over $25,000)

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

BY:_____

NAME:_____

TITLE:_____

DATE:_____

APPROVED AS TO CONTENT:

City of Lubbock Health Director

APPROVED AS TO FORM:

City Attorney

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Regular City Council Meeting **6. 26.**

Meeting Date: 12/04/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the Mayor to enter into contract 12132 an agreement with StarCare Specialty Health System to develop strategies in an effort to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have the opportunity to refer priority and target populations for substance abuse, treatment, and referral.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include(s): 1.Inform, educate, and empower people about health issues, 2. Link people to needed personal health services, and 3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - StarCar Specialty

MOU - StarCare Specialty

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community; to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Outreach, Screening, Assessment, and Referral, and any associated documents.

Passed by the City Council on this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Beckie Brawley, RN BSN
Beckie Brawley, RN, BSN, Public Health Coordinator

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.StarCare Outreach.2015.doc

StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2014 and shall terminate August 31, 2015.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston 10/15/14 — Date
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Signature — Date

Approved as to form:

APPROVED AS TO CONTENT:

Attest: Rebecca Garza, City Secretary


City of
Lubbock
TEXAS

Regular City Council Meeting **7. 1.**

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3241, a request of Enrico Aguas for a zoning change from T to AM on 12.193 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Flint Avenue, Lubbock, Texas, and consider an ordinance.

Item Summary

General comments:
The applicant has proposed unspecified offices or clinic type development on this parcel.

Adjacent land uses:
To the north is a vacant but currently developing single family subdivision. South and east of the parcel is vacant land, outside of the city limits. To the west is vacant land, zoned Transitional.

Comprehensive Land Use Plan (CLUP):
As Apartment Medical, a buffer district, the request is a minor change to the CLUP.

Zoning Policy:
As a buffer district along the mid-section of a thoroughfare, the request is consistent with the zoning policies. These medium density uses have proven themselves as a good buffer to the neighborhood from the busy thoroughfare while not having a major impact on the neighborhood or the thoroughfare.

Effect on the adjacent street and thoroughfare system:
As these uses are a fairly low traffic generator, there should be minimal impact on the thoroughfare system.

Recommendations:
On November 4, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3241

Zone Case 3241

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. 3241;** A ZONING CHANGE FROM **T** TO **AM** ZONING DISTRICT ON **12.193 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3241

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **AM** zoning district on **12.193 acres of unplatted land out of Block E-2, Section 21**, City of Lubbock, Lubbock County, Texas, located at **northeast corner of 130th Street and Flint Avenue.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

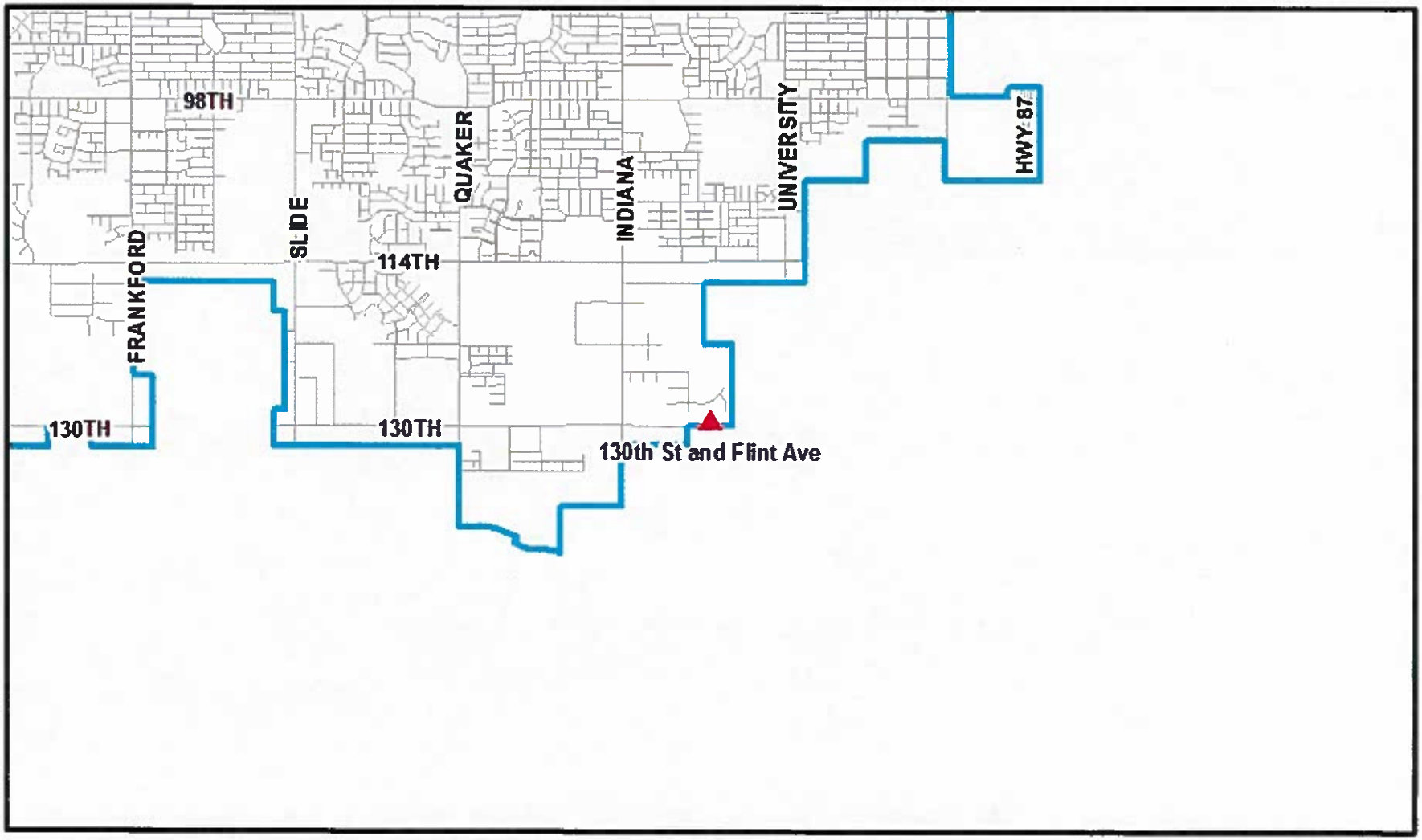
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

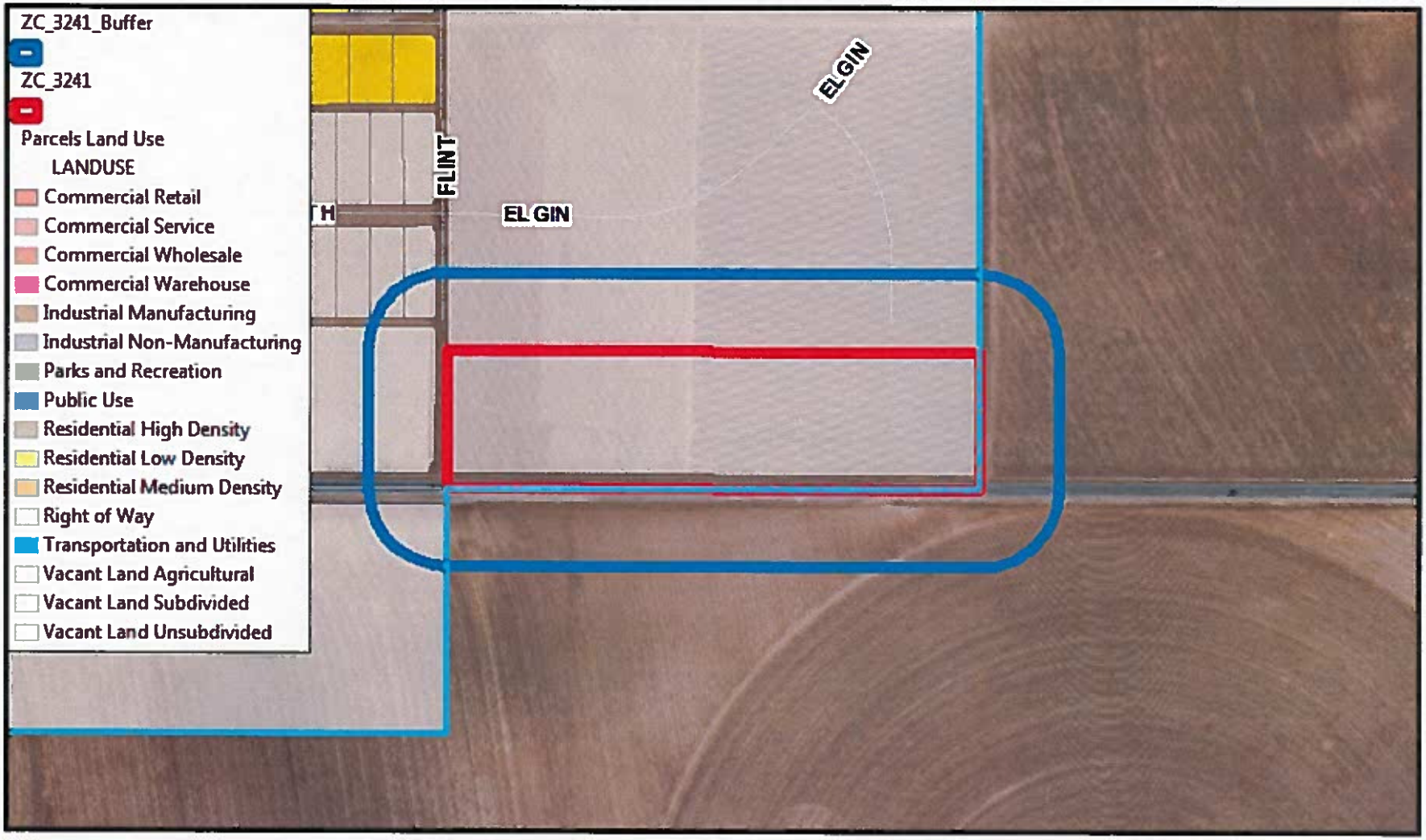
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3241
November 4, 2014

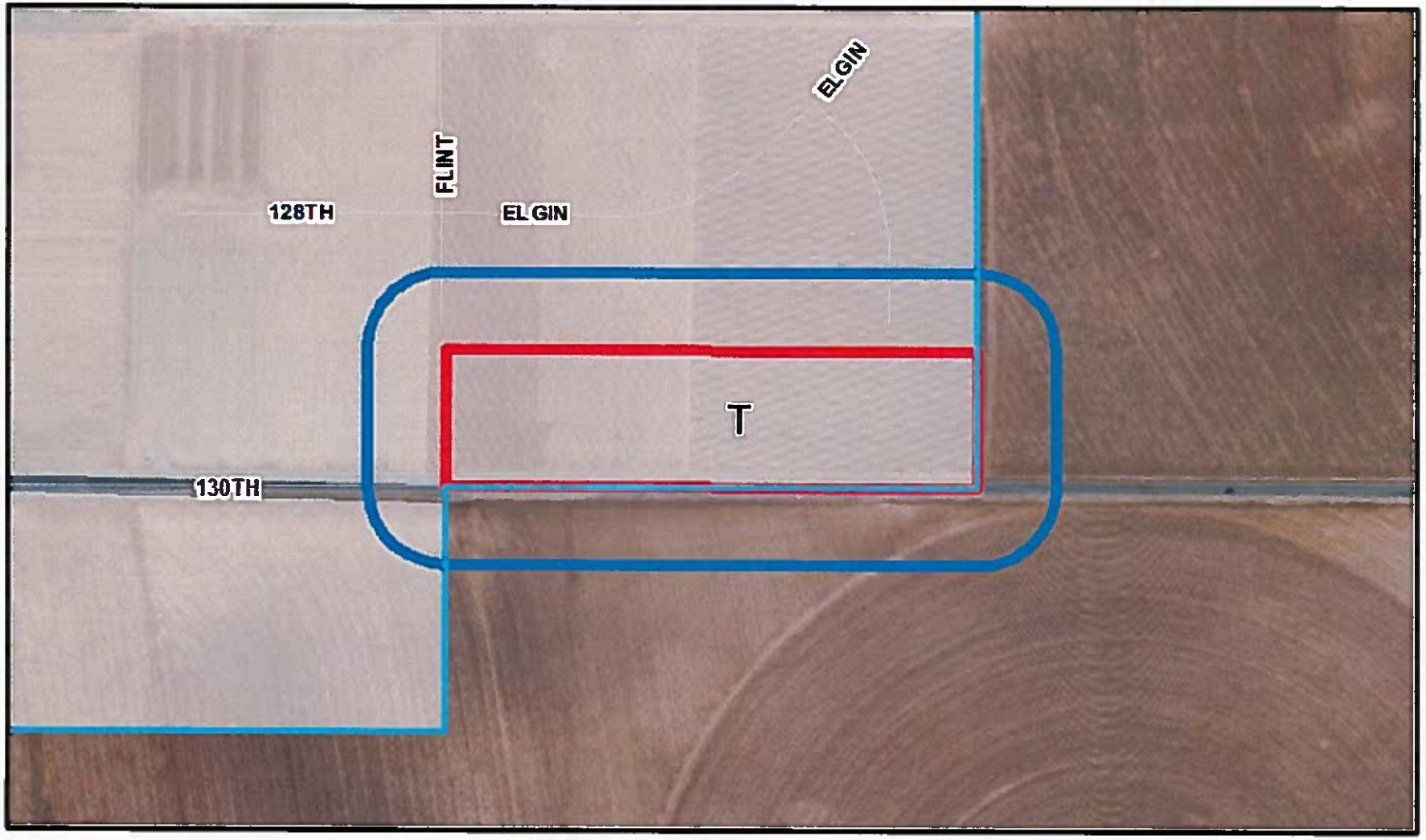


P.Z.C. Case 3241



P.Z.C. Case 3241

Continued request of Enrico Aguas for a zoning change from T to C-2, northeast corner of 130th Street and Flint Avenue



P.Z.C. Case 3241 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) ENRICO & TERESITA AGUAS

8614 Vicksburg Ave
Street/Post Office Box

Lubbock, TX 79424
City State Zip

(806) 543-5168
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: Northeast Corner of 1585 and Flint Avenue, Lubbock 79423

Legal Description:* BLK. E2 SEC 21 AB 270 TR 10C AC: 12.198

Existing Land Use: agricultural **Existing Zoning:** T

Acreage or Square Footage of Property: 12.198 acres

Zoning Requested: commercial

Proposed Development: retail

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

E G Aguas / Teresita D Aguas
Applicant's Signature

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 + $3(11) = $508.59
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M + B map 40

PD

Zone Case No.: 3241 **Agenda No.:** 11

Request for zoning change from: T **To:** C-2

12.198 acres of unplatted land out of Block E-2 section 21

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** NE corner of 130th St and Flint Ave

SR

Regular City Council Meeting **7. 2.**

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3102-A, a request of Donald Halpain to amend the conditions of Ordinance 2008-O0012 to allow single-story apartments on proposed Lot C-1, Greenlawn Addition, 5514 34th Street, Lubbock, Texas, and consider an ordinance.

Item Summary

General comments:
The request is to amend the conditions of the original zone case to allow single story apartments on the northwest corner of 34th and Chicago. The property is currently limited to a church.

Adjacent land uses:
N: A-2 (Vacant land/Playa Lake and Park)
S: A-2 (Single Story Apartments)
E: R-2 (Duplex Homes)
W: A-2 (Church)

Comprehensive Land Use Plan (CLUP):

The CLUP has this area outlined for public use given the current church occupation of the site. The adjacent land uses consist of residential medium-high density with the Tanglewood Apartments to the south and duplex lots to the east. The requested zone change would be a minor change to the CLUP; however it would be in harmony with the adjacent land use.

Zoning Policy:
The purpose of the A-2 zoning district is to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The proposed site is surrounded by similar density developments with apartments to the south and duplexes to the east. Given the existing developments surrounding this site, the request is in line with zoning policy.

Effect on the adjacent street and thoroughfare system:
There should be minimal effect on the thoroughfare system. The project will front onto 34th Street, a thoroughfare, and the adjacent street, Chicago Avenue, is a collector street designed to handle additional traffic volumes.

Recommendations:
On November 4, 2014 the Planning & Zoning Commission recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3102-A
Site Plan - Zone Case 3102-A
Zone Case 3102-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2008-O0012 TO ADD A NEW CONDITION TO THE ZONING ON LOT C-1 GREENLAWN ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 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. 3102-A

SECTION 1. THAT the conditions set forth in Ordinance No. 2008-O0012 Section 1 are hereby amended to read as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zoning for the parcel is A-2 limited to church and church related uses;

2. THAT notwithstanding condition 1, above, as to Lot C-1, single story apartments shall be allowed.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

SECTION 4. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative 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:

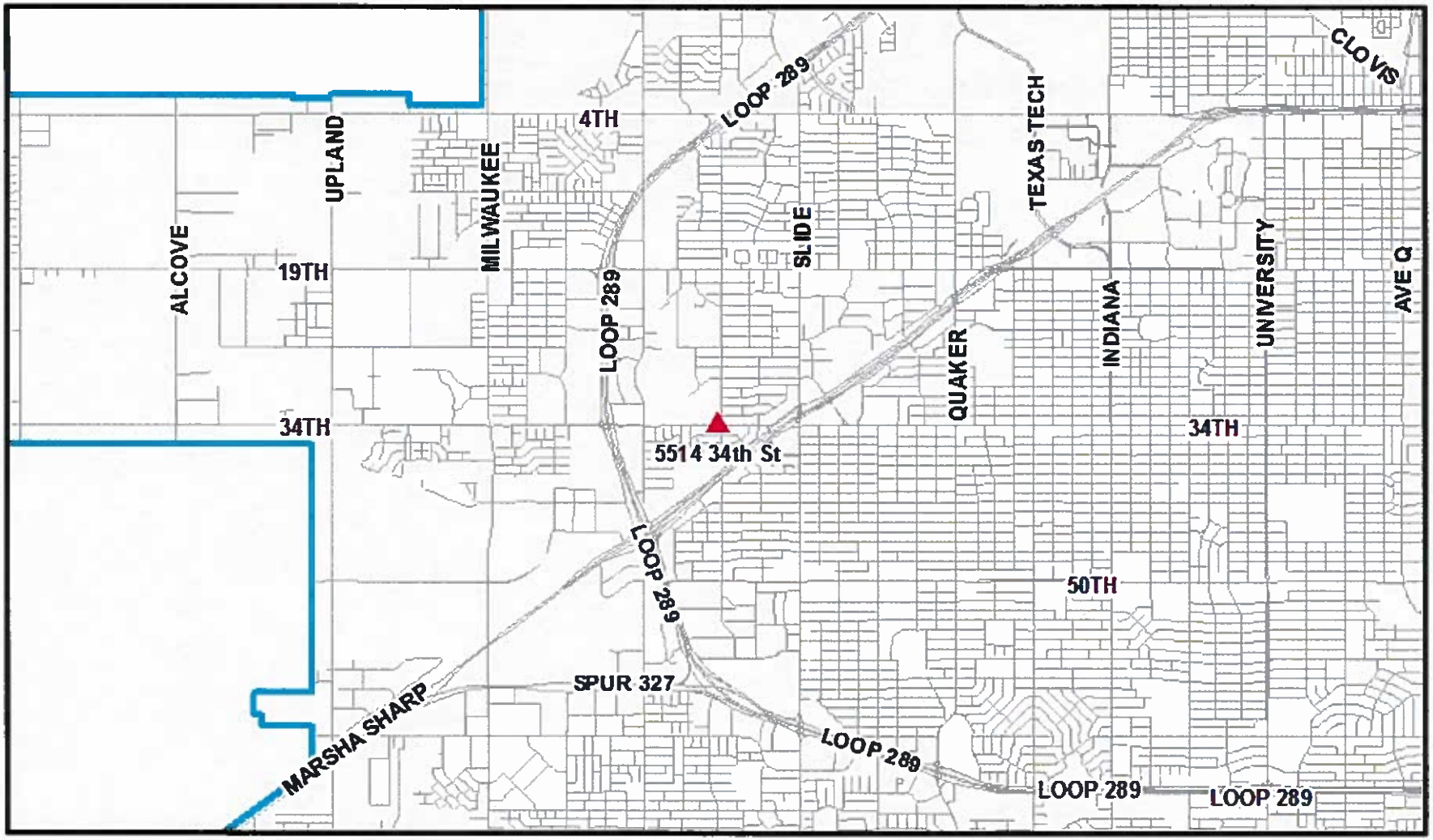
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

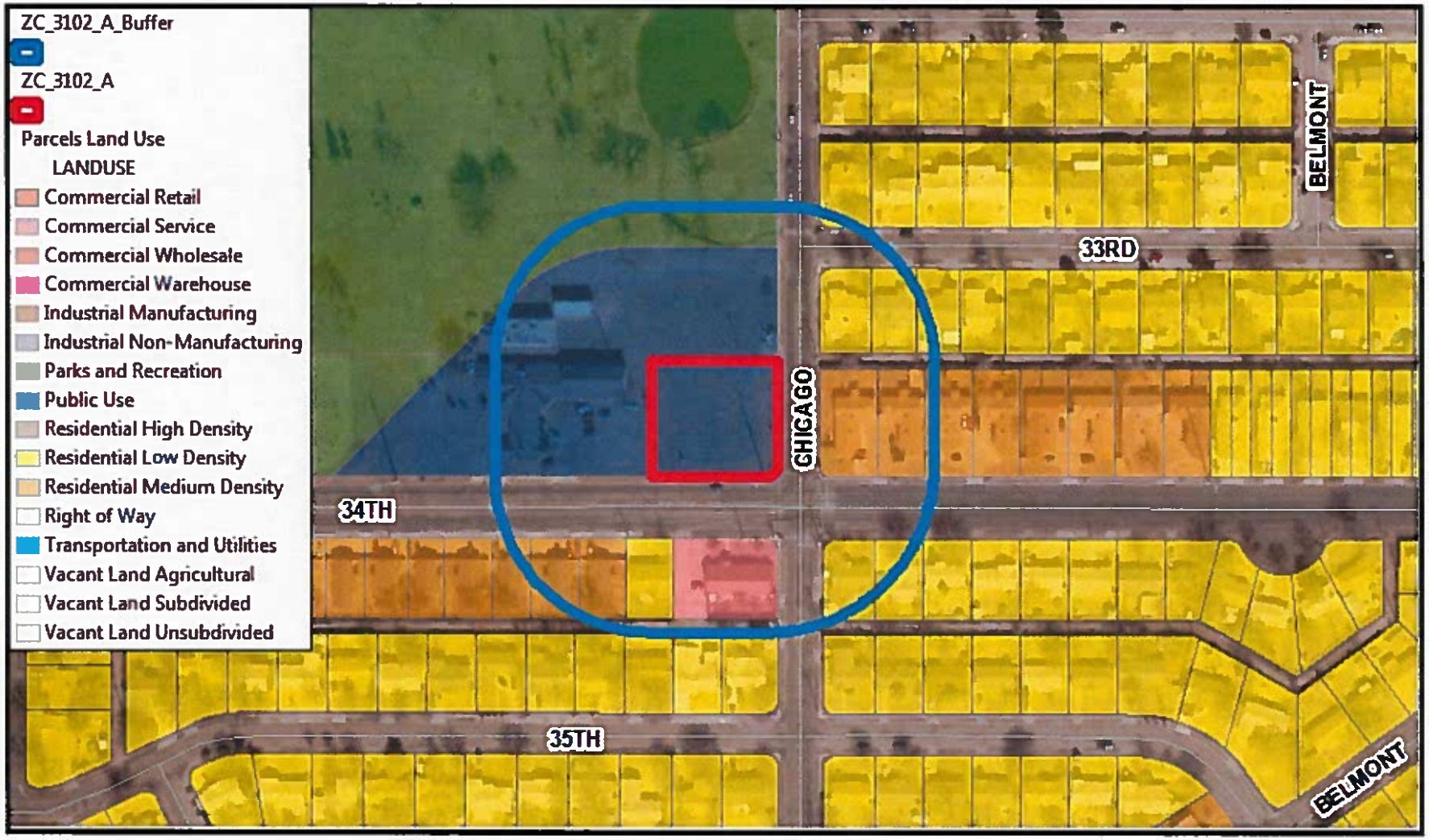
_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC3102-A
November 4, 2014

THIS DOCUMENT RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF CHESTER T CARTHEL, P.E. (TX LIC. NO. 66680) ON AUGUST 22, 2014. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.	CARTHEL ENGINEERING SOLUTIONS 4409 71ST STREET LUBBOCK, TEXAS 79424 (PH) 806-687-8322 (FAX) 806-687-8323 TX ENG. FIRM F-9214	SITE PLAN 34TH AND CHICAGO LUBBOCK, TX	DATE: 29 OCT 14 DRAWN: BB CHECKED: CTC JOB #	REVISIONS NO. DATE DESCRIPTION 	SHEET NO. C1

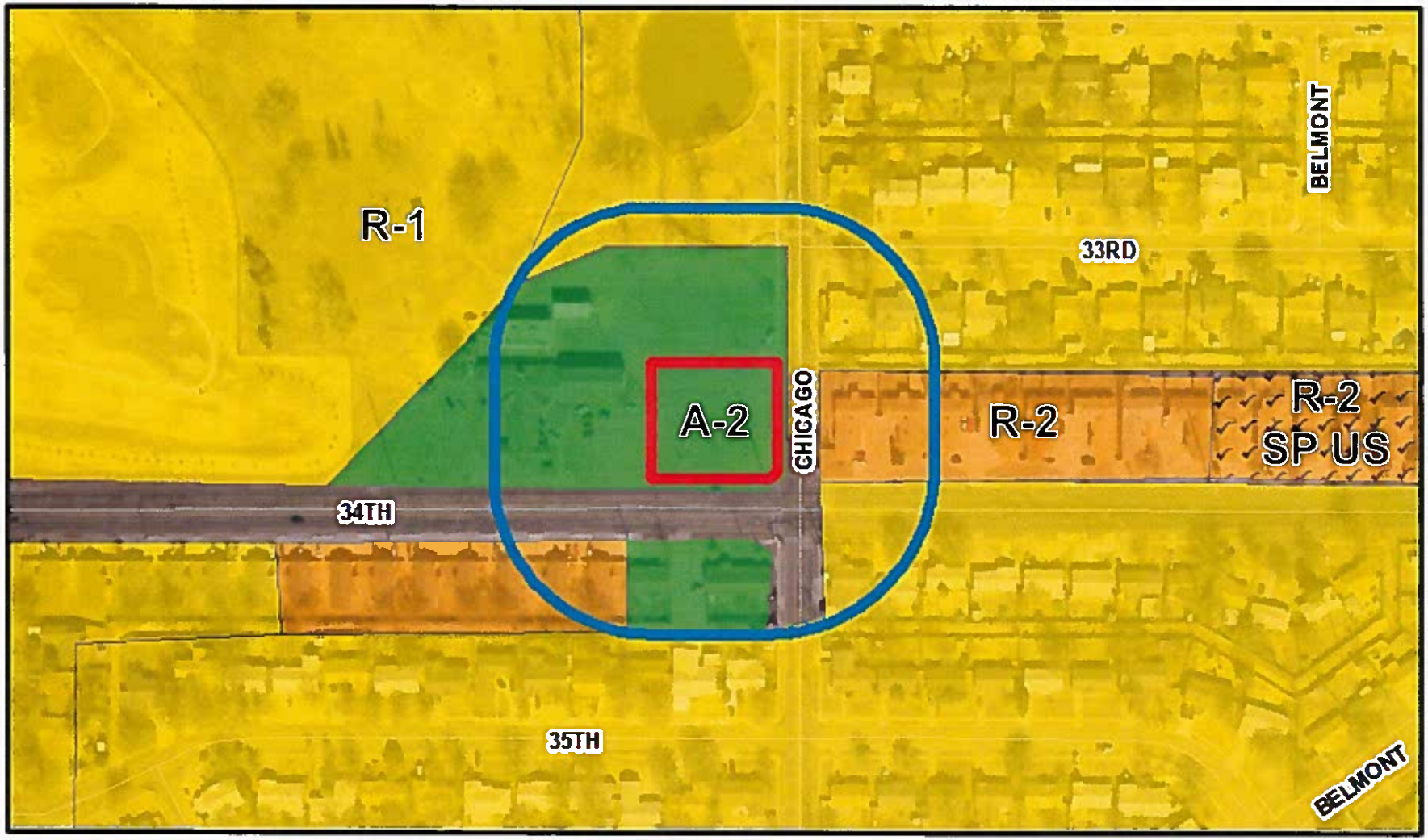


P.Z.C. Case 3102-A



P.Z.C. Case 3102-A

Request of Donald Halpain to amend the conditions of Ordinance # 2008-O0012 to allow single-story apartments, 5514 34th Street



P.Z.C. Case 3102-A Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print): Donald Halpain
5422 32nd ST
Street/Post Office Box
Lubbock TX 79407
City State Zip
(806) 559-8549
Telephone

For:
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address:

Legal Description:* Part of Lot C GreenLawn Add. (Proposed Lot C-1)

Existing Land Use:

Existing Zoning: A-2, Limited to Church

Acreage or Square Footage of Property:

Zoning Requested: A-2

Proposed Development: Apartments, Single-Story

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

Applicant's Signature

10/10/14
Date

Filing Fee: 475.00 / Pd. 10-10-14 rept. #18195 ck# 1221
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

M+B map 23

Zone Case No.: 3102-A

Agenda No.:

Request for zoning change from: A-2

To: Amend conditions

on Lot(s): Proposed lot C-1

Block(s): —

Subdivision: Greenlawn

Address: 5514 34th St

SR

FINAL PLAT

Lots B–1 and C–1, A Replat of Lots B, C and D Green Lawn Addition,

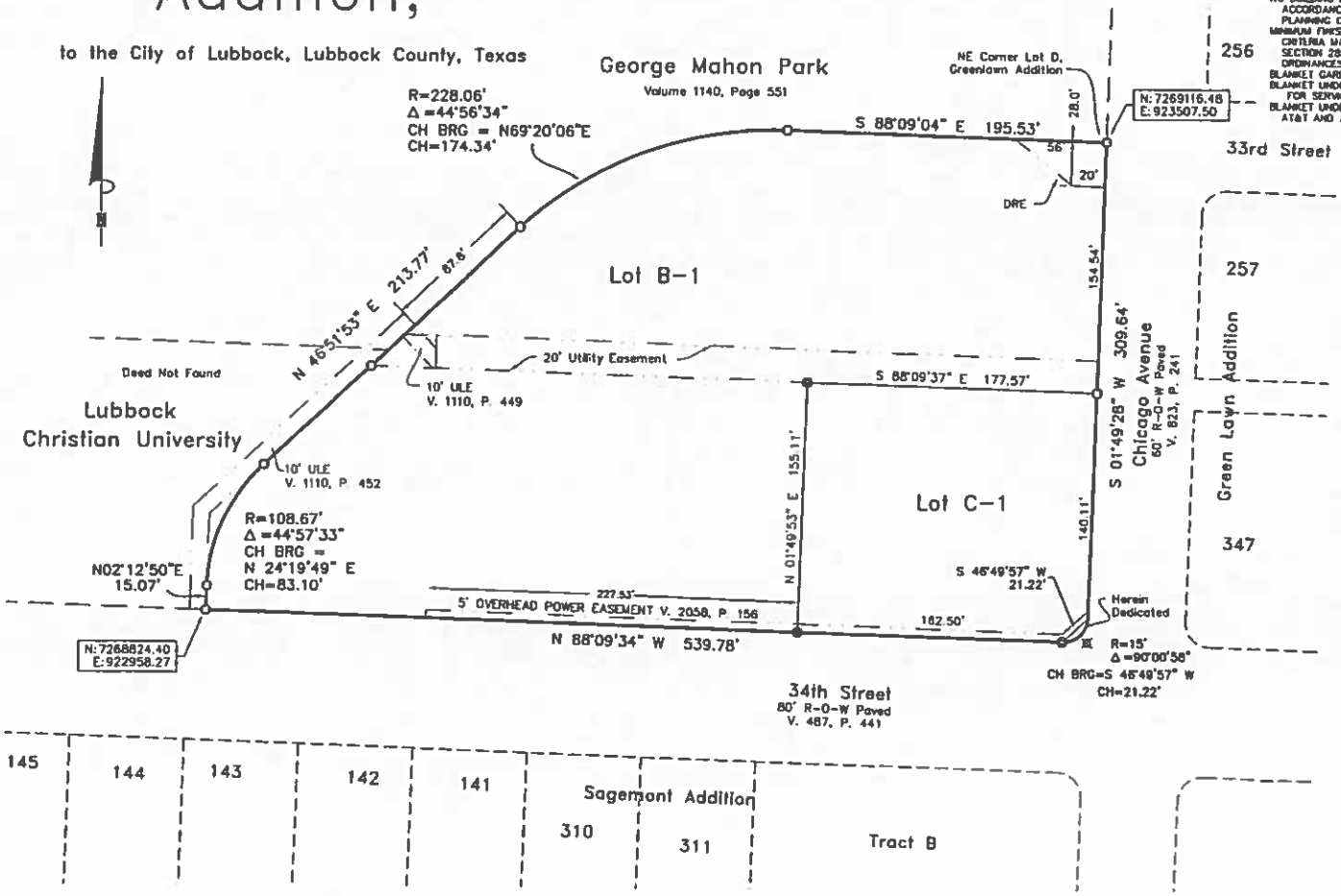
to the City of Lubbock, Lubbock County, Texas

APPROVED this _____ Day of _____ 2014 by the PLANNING AND ZONING COMMISSION of the CITY of LUBBOCK

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

SCALE: 1"=50'
HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED.
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR, OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING, OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL, REPAIR, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS PLAT.
ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE DEVELOPER'S EXPENSE.
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FINISH FLOOR SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY RESOLUTION NO. 10022, AN SECTION 28.09.131, SECTION 28.14.004 AND SECTION SECTION 30.03073 OF THE LUBBOCK CODE OF ORDINANCES.
BLANKET GARBAGE SERVICE EASEMENT HEREIN GRANTED FOR SERVICE WITHIN THE PLAT LIMITS
BLANKET UNDERGROUND UTILITY, TRANSFORMER PAD AND SWITCHING ENCLOSURE EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED TO LUBBOCK POWER AND LIGHT COMPANY
BLANKET UNDERGROUND UTILITY EASEMENT FOR SERVICE WITHIN THE PLAT LIMITS HEREIN GRANTED TO AT&T AND ATMOS ENERGY.



CONTAINS 3.088 ACRES WITHIN THE PLAT LIMITS

SPEC – SOUTH PLAINS ELECTRIC COOPERATIVE
LPL – LUBBOCK POWER, LIGHT AND WATER CO.
UUE – UNDERGROUND UTILITY EASEMENT
ULE – UNDERGROUND ELECTRIC LINE EASEMENT
PVT – PRIVATE
TPE – TRANSFORMER PAD EASEMENT, 4' X 6' (NOT DRAWN TO SCALE)
SBC – SBC TELEPHONE CO.
WLE – WATER LINE EASEMENT
DRE – DRAINAGE EASEMENT
USE – UNDERGROUND STREET LIGHT CABLE EASEMENT
ACE – 5' ACCESS EASEMENT AND 2' EAVE OVERHANG EASEMENT
PAE – PEDESTRIAN ACCESS EASEMENT
SEE – SWITCH ENCLOSURE EASEMENT, 6' X 6' (NOT DRAWN TO SCALE)
EQE – 5' x 10' EQUIPMENT EASEMENT SBC
CCFN – COUNTY CLERK FILE NUMBER
■ – 4' x 6' TPE-SPEC (NOT DRAWN TO SCALE)

A METES AND BOUNDS DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT.

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS NORTH CENTRAL ZONE COORDINATE SYSTEM NAD 83 CORS 96 EPOCH 2002.0000

BLANKET GARBAGE SERVICE EASEMENT HEREIN GRANTED ON TRACT H FOR SERVICE WITHIN THE PLAT LIMITS.

BLANKET UUE AND TPE FOR SERVICE WITHIN THE PLAT LIMITS HEREIN GRANTED ON TRACT L TO ATT, LPL, SPEC, XCEL, AND ATMOS ENCERY.

EITHER ALL OR A PORTION OF THIS SURVEYED PROPERTY LIES WITH A "SPECIAL FLOOD HAZARD BOUNDARY." THESE BOUNDARIES ARE ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NOT THIS SURVEYOR. FLOOD HAZARD MAPS ARE ON FILE AT CITY HALL, LUBBOCK, TEXAS, AND ARE OPEN FOR PUBLIC INSPECTION.

KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK DESZENSKI, Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS
October 7, 2014

- ⊙ Fd. 1/2" Rod With Yellow Cap
- ● Set 1/2" Rod With Green Cap (RPLS 4460)
- ⊠ Cut "X" in Concrete
- ○ Fd. 3/8" Iron Rod (Record Dignity)

Prepared for Review Only, Do Not Record This Plat

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on it
TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4366

S:\COORDINATES\Projects\Green Lawn Addition\Tract B- Lot C 1\GreenLawnAddition.dwg, 10/10/2014 10:33:25 AM, IDP 7100 Series

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Metes and Bounds description on a 0.63 acre tract on a portion of Lot C, Green Lawn Addition to the City of Lubbock, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of Lot C, Green Lawn Addition, for the Northeast corner of this tract;

THENCE S 01°49'28" W, with the West line of Chicago Avenue, a distance of 140.11 feet, to a point of curvature;

THENCE with a curve to the right having a radius of 15.00 feet, a chord bearing of S 46°49'57" W, a chord length of 21.22 feet and a central angle of 90°00'58", to a point of tangency;

THENCE N 88°09'34" W, with the North line 34TH Street, a distance of 162.50 feet;

THENCE N 01°49'53" E, a distance of 150.11 feet;

THENCE S 88°09'37" E, with the North line of lot C, a distance of 177.57 feet, to the Point of Beginning and containing 0.63 acres.

This description is for Zoning purposes only and does not represent a survey.

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.: 3102-A**

In Favor of ____

Opposed X

Reasons and/or Comments:

I would rather not have any more apartments located that close to my residence.

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name TAMI CHRISTESSON

Signature: Tami Christesson

Address: 5437 34th St. Lubbock, TX. 79407

Address of Property Owned: Same as above

12 of 14

Zone Case Number: 3102-A 69858
CHRISTESSON, TAMI
5437 34TH ST

LUBBOCK TX 79407-3416

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.: 3102-A**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name Paul Lively FOR Bellaire Baptist Church

Signature: Paul Lively

Address: 5514 34th

Address of Property Owned: 5514 34th

Zone Case Number: 3102-A 1715
BAPTIST CHURCH BELLAIRE
5514 34TH ST

LUBBOCK TX 79407-3308

Regular City Council Meeting **7. 3.**

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3048-G, a request of Hugo Reed and Associates, Inc., for American Campus Communities, for a zoning change from R-1 Specific Use to A-3 Specific Use on Tract 32, Overton Park Addition, southeast corner of Mac Davis Lane and Avenue V, and consider an ordinance.

Item Summary

General comments:
This case is for a student apartment complex, specific use. The request is actually to rezone the property to match a previously expired case. The property was zoned for apartments, specific use, but that case has lapsed.

Adjacent land uses:
To the north is zoned single family, also an expired apartment zone case. To the west are other apartments. East of the parcel is a city park and LISD Charter School. South of the property is signle family lots facing Glenna Goodacre Blvd.

Comprehensive Land Use Plan:
The request is consistent with the North Overton Redevelopment Plan and the CLUP.

Zoning Policy:
The request is consistent with the City's zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little effect on the thoroughfare system.

Recommendations:
On November 4, 2014 the P&Z Commission recommended the request with a unanimous vote, with the following condition:
1. Tied to the proposed site plan and elevations.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3048-G

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. 3048-G;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **A-3 SPECIFIC USE** FOR **APARTMENTS**, ON **TRACT 32, OVERTON PARK 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. 3048-G

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 Specific Use** to **A-3 Specific Use** for **Apartments** on **Tract 32, Overton Park Addition,** City of Lubbock, Lubbock County, Texas, located at **southeast corner of Mac Davis Lane and Avenue V,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone 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 **R-1 Specific Use** 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 **southeast corner of Mac Davis Lane and Avenue V**, 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

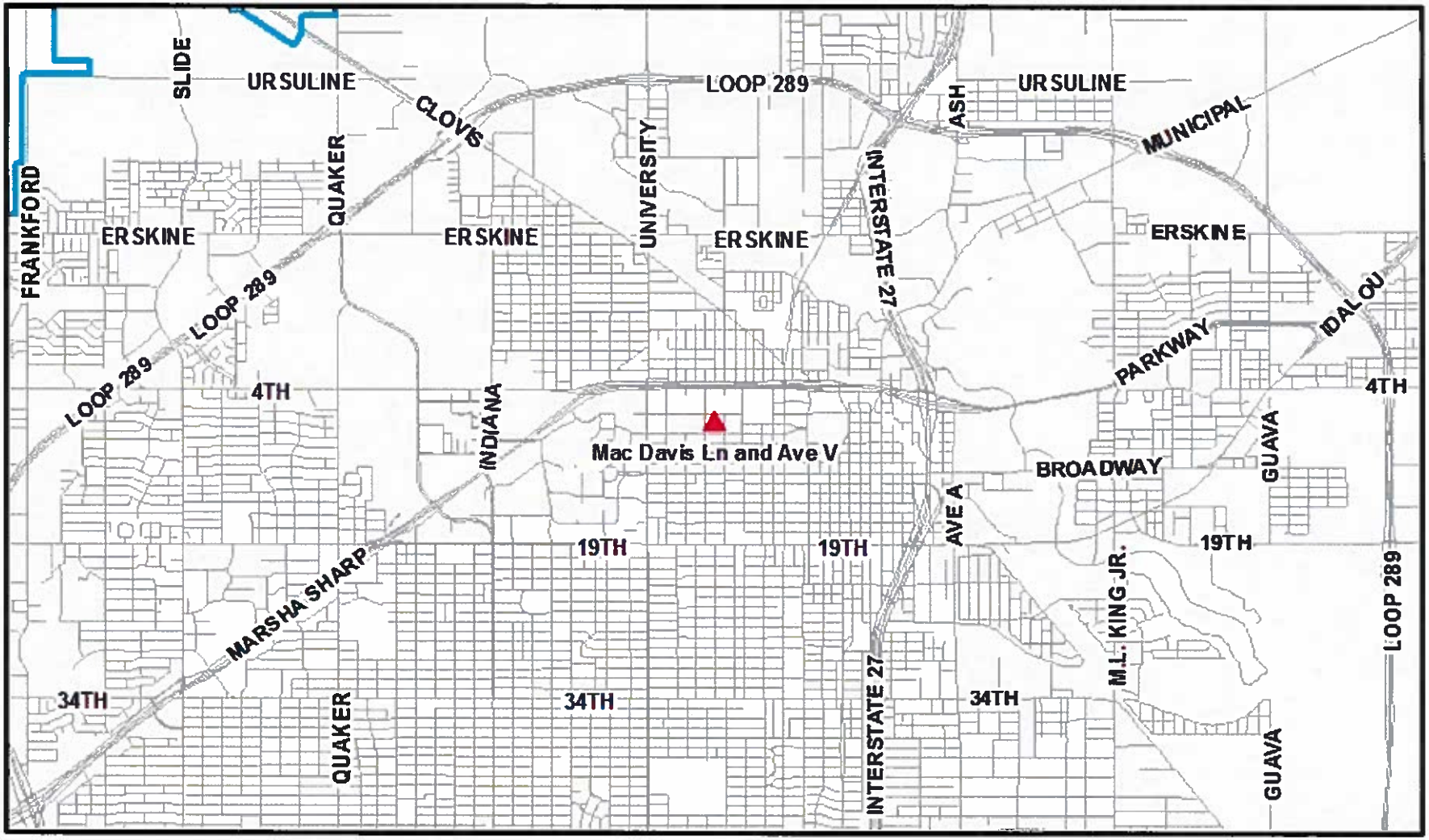
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

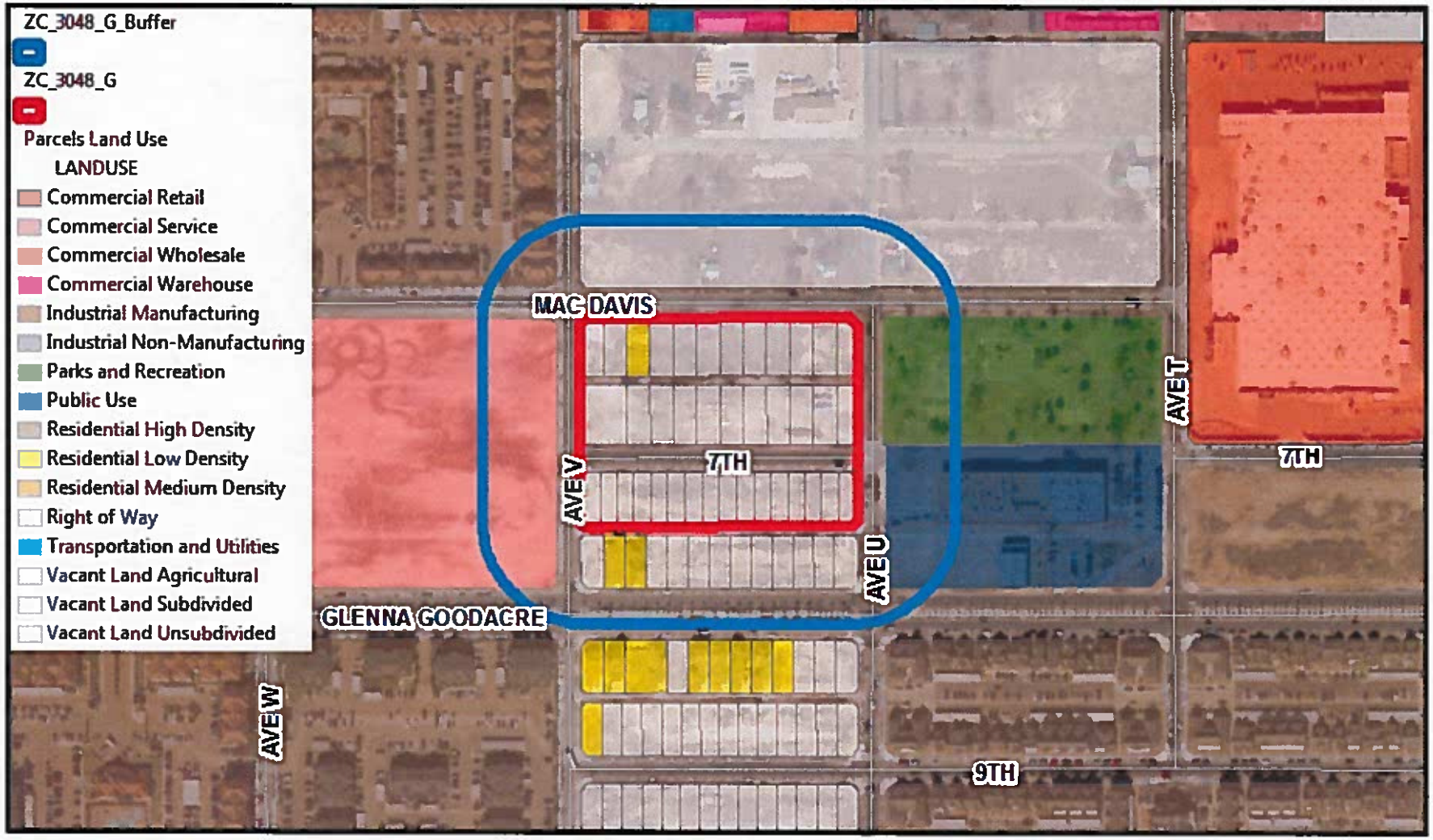
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3048-G
November 4, 2014

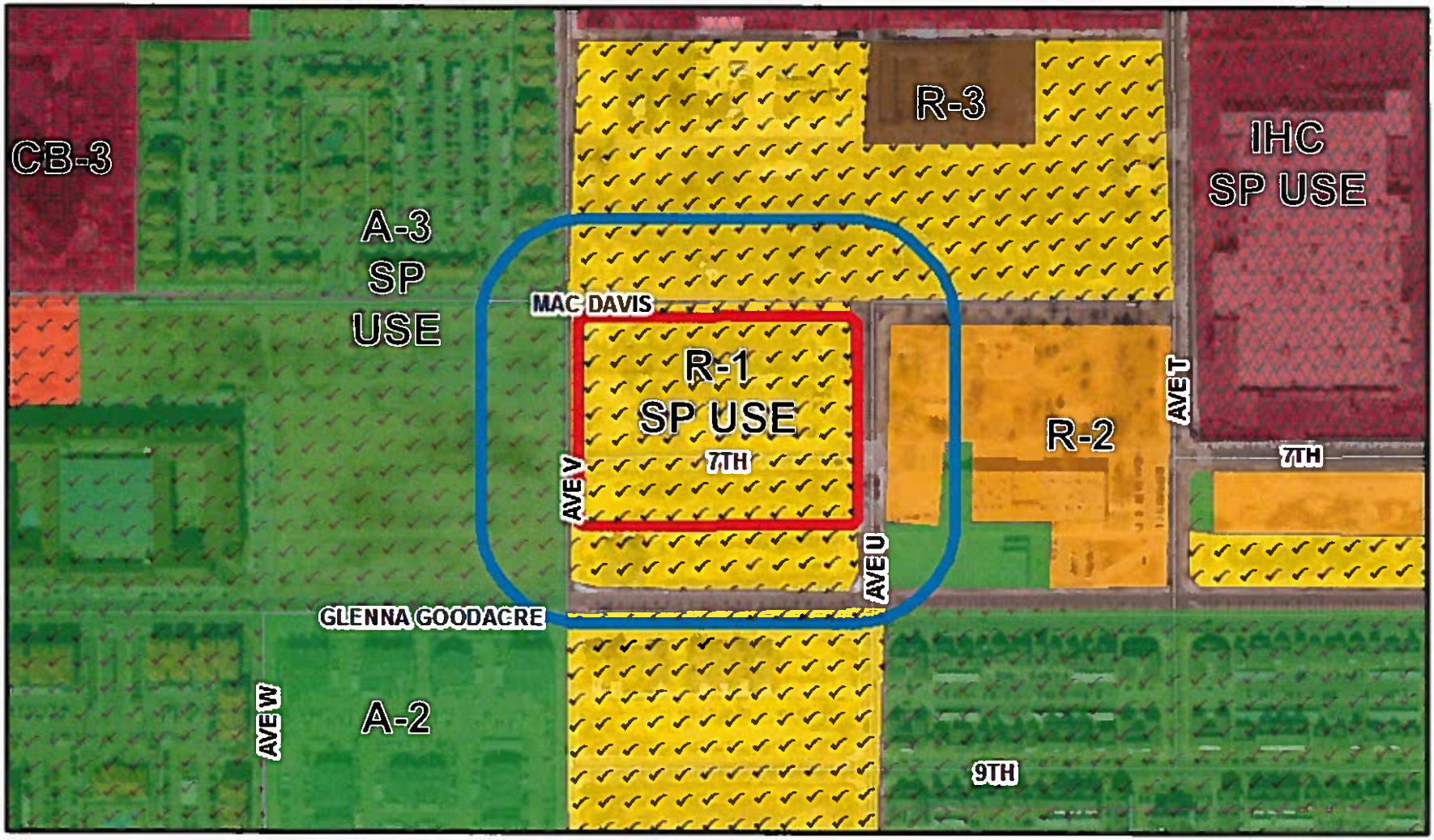


P.Z.C. Case 3048-G



P.Z.C. Case 3048-G

Request of Hugo Reed and Associates, Inc. (for American Campus Communities) for a zoning change from R-1 Specific Use to A-3 Specific Use, southeast corner of Mac Davis Lane and Avenue V



P.Z.C. Case 3048-G Zoning

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
ACC OP (TRACTS 32 AND 33) LLC
12700 Hill Country Blvd, Suite T-200
Street/Post Office Box
Austin, Texas 78738
City State Zip
512-732-1000
Telephone

Location or Address: Mac Davis Land and Avenue V

Legal Description:* Tract 32, Overton Park

Existing Land Use: Vacant

Existing Zoning: A-3 Specific Use

Acreage or Square Footage of Property: 6.1 acres

Zoning Requested: A-3 Specific Use – Same conditions as previously approved zoning. This request is to renew the existing zoning which had a 30 month expiration.

Proposed Development: Multi-Family

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

Terry Holeman
Applicant's Signature

October 14, 2014
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: $493 (HRA #23854)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only M+B MAP 1

Zone Case No.: 3048-G

Agenda No.: _____

Request for zoning change from: A-3 SP use

To: Amend conditions

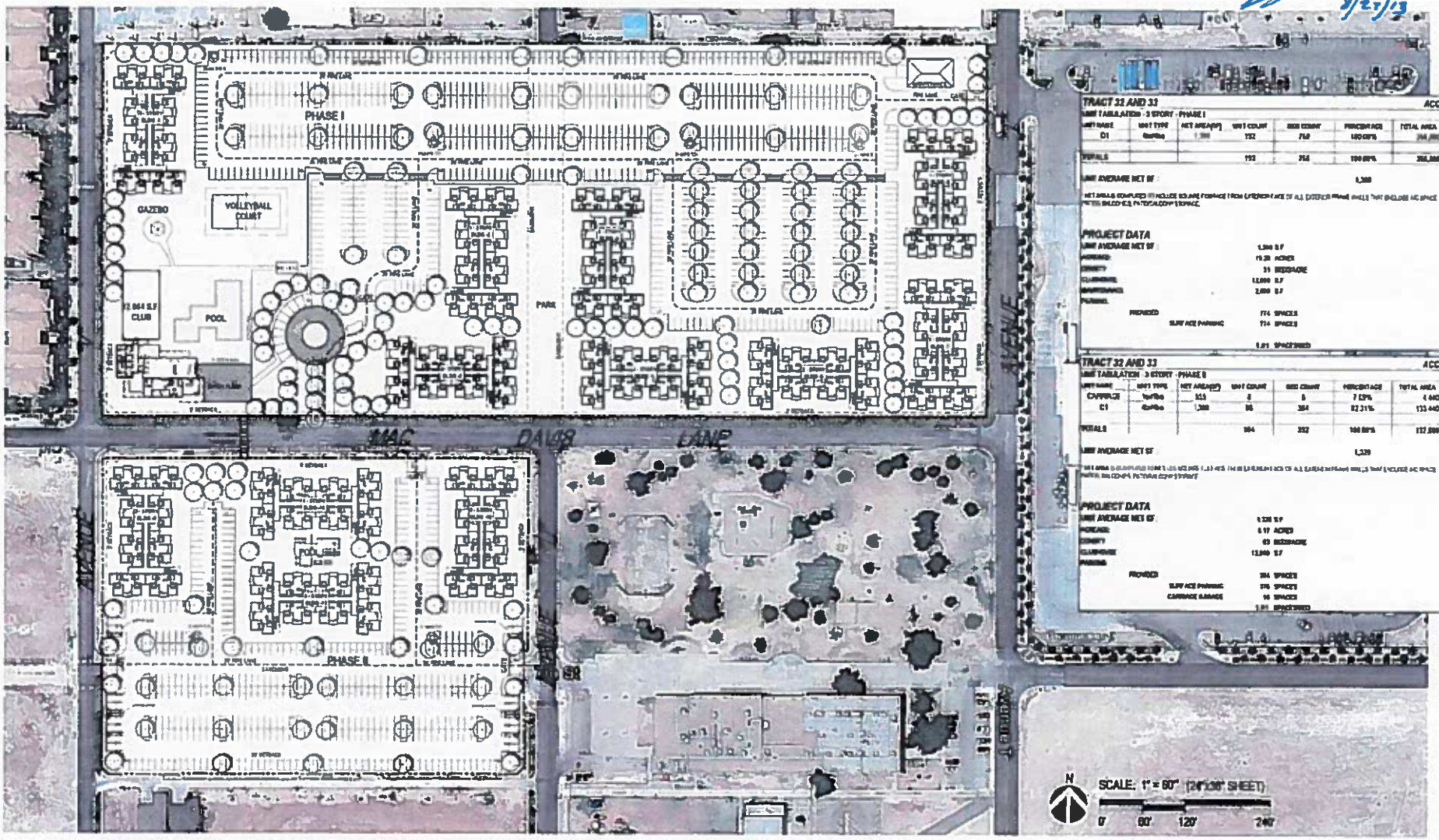
on Lot(s): Tract 32

Block(s): —

Subdivision: Overton Park

Address: southeast corner of Mac Davis Lane and Ave V

Amended site plan.
8/27/13



ARCHITECTURAL SITE PLAN

A201

TRACT 32 AND 33
AMERICAN CAMPUS COMMUNITIES
7/19/2013 LUBBOCK, TX HPA#13155

HUMPHREYS & PARTNERS ARCHITECTS L.P.

Amended elevations
10/22/13



SCALE: 1/4" = 1'-0" (24"x36" SHEET)

0' 4' 8' 16'

MC DAVIS DRIVE ELEVATION

A811

TRACT 32 AND 33
AMERICAN CAMPUS COMMUNITIES
7/24/2013 LUBBOCK, TX HPA#13155

HUMPHREYS & PARTNERS ARCHITECTS L.P.

Annotated elevations
10/2/13



SCALE: 1/4" = 1'-0" (24"x36" SHEET)

0' 4' 8' 16'

CARRIAGE HOUSE

A901

TRACT 32 AND 33
AMERICAN CAMPUS COMMUNITIES

7/24/2013 LUBBOCK, TX HPA#13155

HUMPHREYS & PARTNERS ARCHITECTS L.P.

Amended elevations 10/21/13



BUILDING TYPE 1
REAR ELEVATION



BUILDING TYPE 1
SIDE ELEVATION



BUILDING TYPE 1
FRONT ELEVATION

A415

TRACT 32 AND 33
AMERICAN CAMPUS COMMUNITIES
7/24/2013 LUBBOCK, TX HPA#13155

HUMPHREYS & PARTNERS ARCHITECTS L.P.

Regular City Council Meeting **7. 4.**

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3242, a request of Sadler Monument for a zoning change from R-1 to C-4 Specific Use for monument sales on Lots 1 through 3 including the alley right-of-way, Farrar Del Norte Addition, 5736 61st Street, 6002 and 6004 Everett Avenue, Lubbock, Texas, and consider an ordinance.

Item Summary

General comments:
Request of Sadler Monument for a zoning change from R-1 to C-4 Specific Use for monument sales on Lots 1 through 3 including the alley right-of-way, Farrar Del Norte (5736 61st Street, 6002 and 6004 Everett Avenue).

Adjacent land uses:
N: (N/A) Spur 327
S: (R-1) Single Family Homes
E: (R-1) Single Family Homes
W: (C-3) Automobile dealership and Frankford Ave.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. There should be commercial zoned property located at the intersection of a major thoroughfare and an expressway.

Zoning Policy:
The request is for C-4 Specific Use for monument sales, which would only allow monument sales, a relatively minimally intrusive use to be located on that corner. Any further requests for changes to the area should be looked at on a case by case scenario. The vested interest of the adjacent property owners should be taken under consideration based on this request. The existing adjacent property owners, have to take under consideration that R-1(as the property is currently zoned) would not be the optimal use at the intersection of a major thoroughfare and an expressway. Zoning the property C-4 specific use for only one use would allow a different use, rather than an existing vacant piece of property that would otherwise, potentially, not be developed as residential. For the neighbors to the south it would allow a buffer for noise from major streets, create a landscaped area and also allow a piece of vacant land to be in-filled within the city limits.

Effect on the adjacent street and thoroughfare system:
After speaking to the Traffic Engineering Department, if only one egress point is allowed to the property from Frankford or the Spur, there should be no issue to traffic in the area. The City of Lubbock has jurisdiction over the construction of a curb cut along Frankford, while Texas Department of Transporation has jurisdiction for construction along Spur 327. The staff recommendation would allow for one curb cut on the property but not two, regardless of which governing body issues a permit.

Recommendations:
On November 4, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with

the following conditions:
1. Permit only one approach (curb cut) to the property along Spur 327 or Frankford, but not both.
2. Tied to the proposed site plan with the ability for staff to make minor modifications to allow shifting of building if issues are encountered.
3. 6 foot tall screening fence (combination wood or masonry) with a 10 foot setback is required.
4. Proper landscaping is required along the 10 foot strip, south of the property, between the fence and the property line.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3242

Zone Case 3242

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. 3242;** A ZONING CHANGE FROM **R-1** TO **C-4 SPECIFIC USE** FOR **MONUMENT SALES,** ON **LOTS 1 THROUGH 3 INCLUDING THE ALLEY RIGHT-OF-WAY FARRAR DEL NORTE 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. 3242

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-4** Specific Use for **monument sales** on **Lots 1 through 3 including the alley right-of-way,** City of Lubbock, Lubbock County, Texas, located at **5736 61st Street, 6002 and 6004 Everett Avenue,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT only 1 approach (curb cut) shall be permitted to the property along Spur 327 or Frankford but not both.**

2. **THAT the change be tied to the proposed site plan with the ability for staff to make minor modifications to allow shifting of building if issues are encountered.**

3. **THAT a six foot tall screening fence (combination wood or masonry) with a 10 foot setback shall be required.**

4. **THAT proper landscaping shall be required along the 10 foot strip, south of the property, between the fence and the property line.**

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 **5736 61st Street, 6002 and 6004 Everett Avenue**, City of Lubbock, Lubbock County, Texas.

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

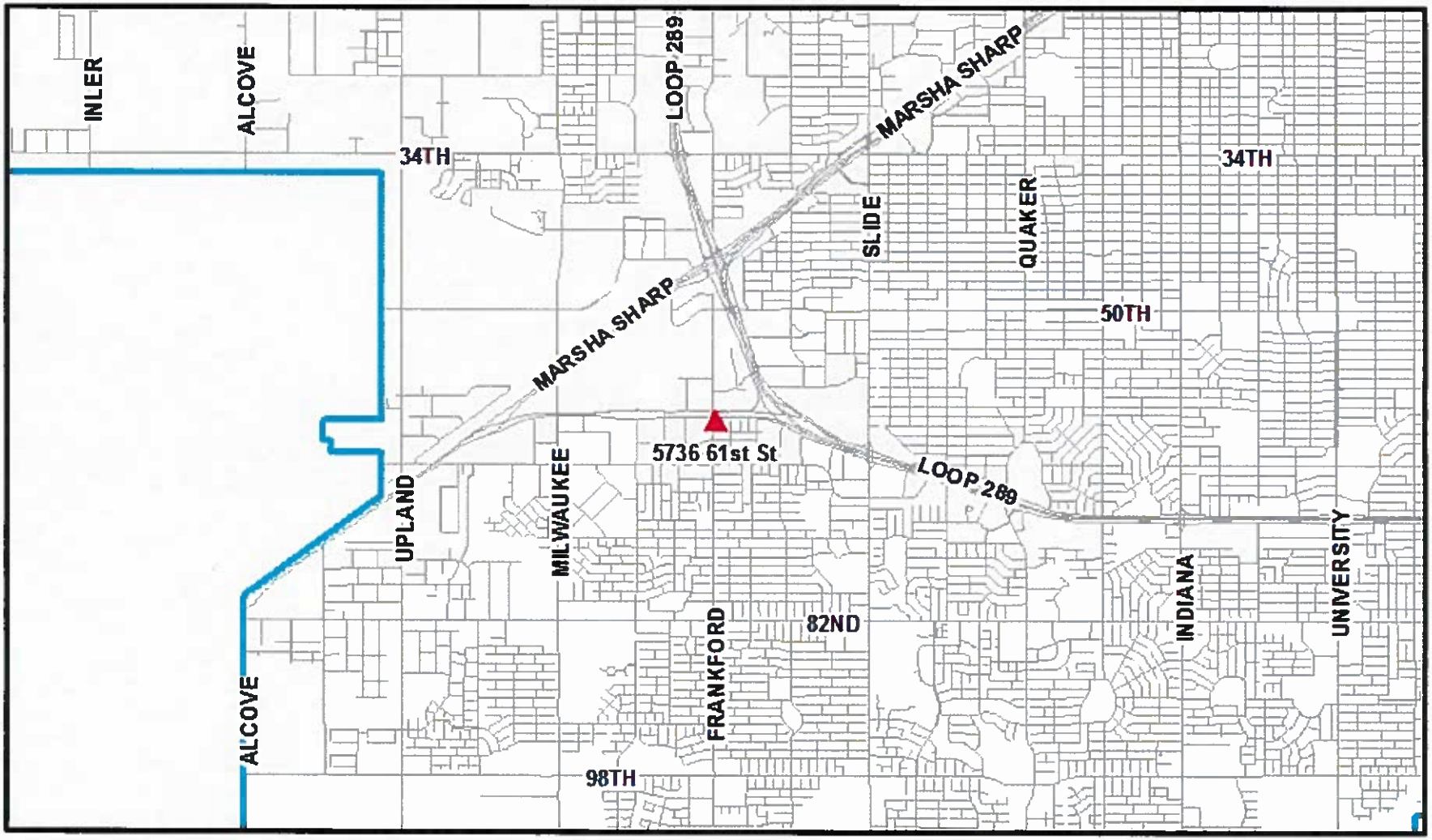
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

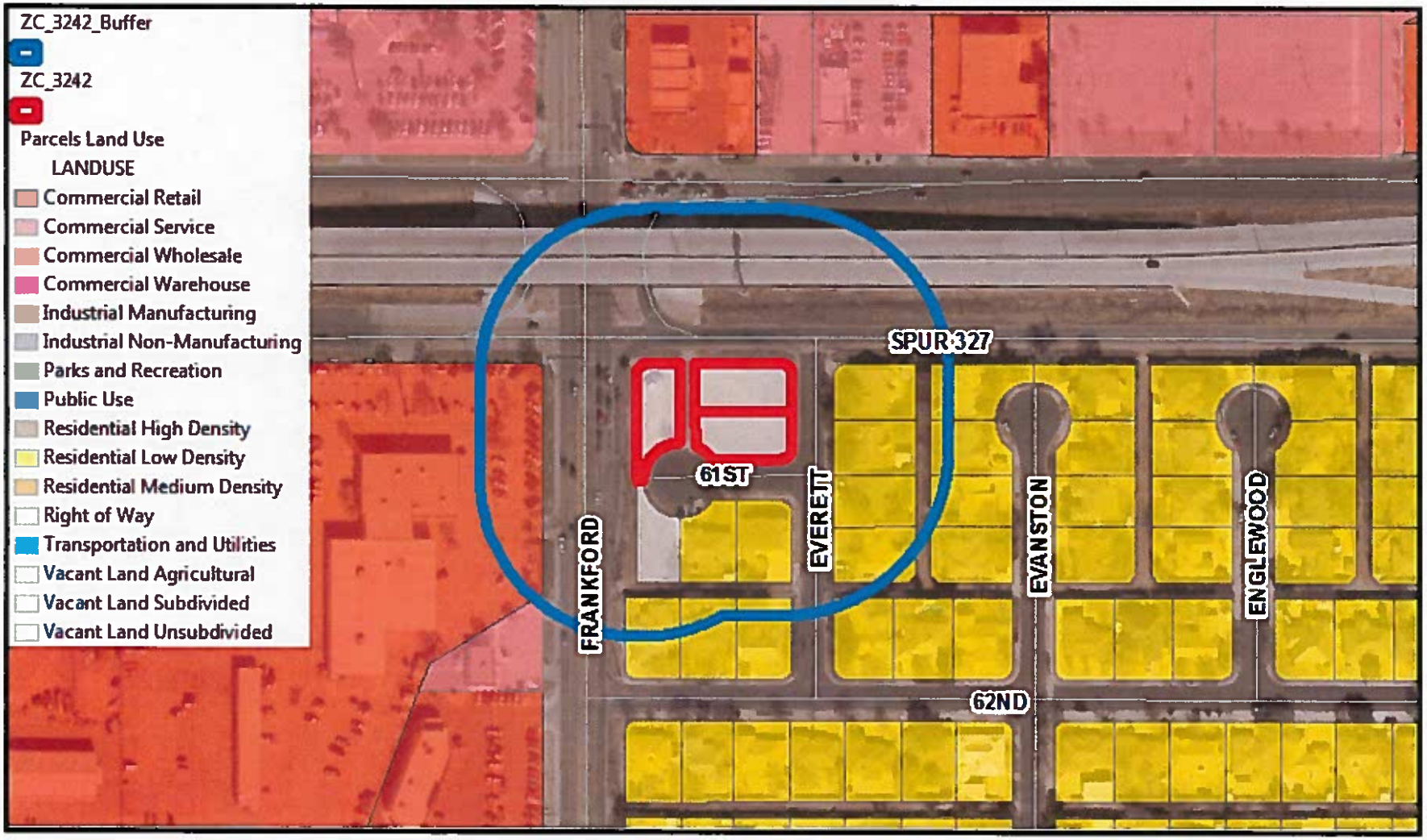
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3242
November 4, 2014

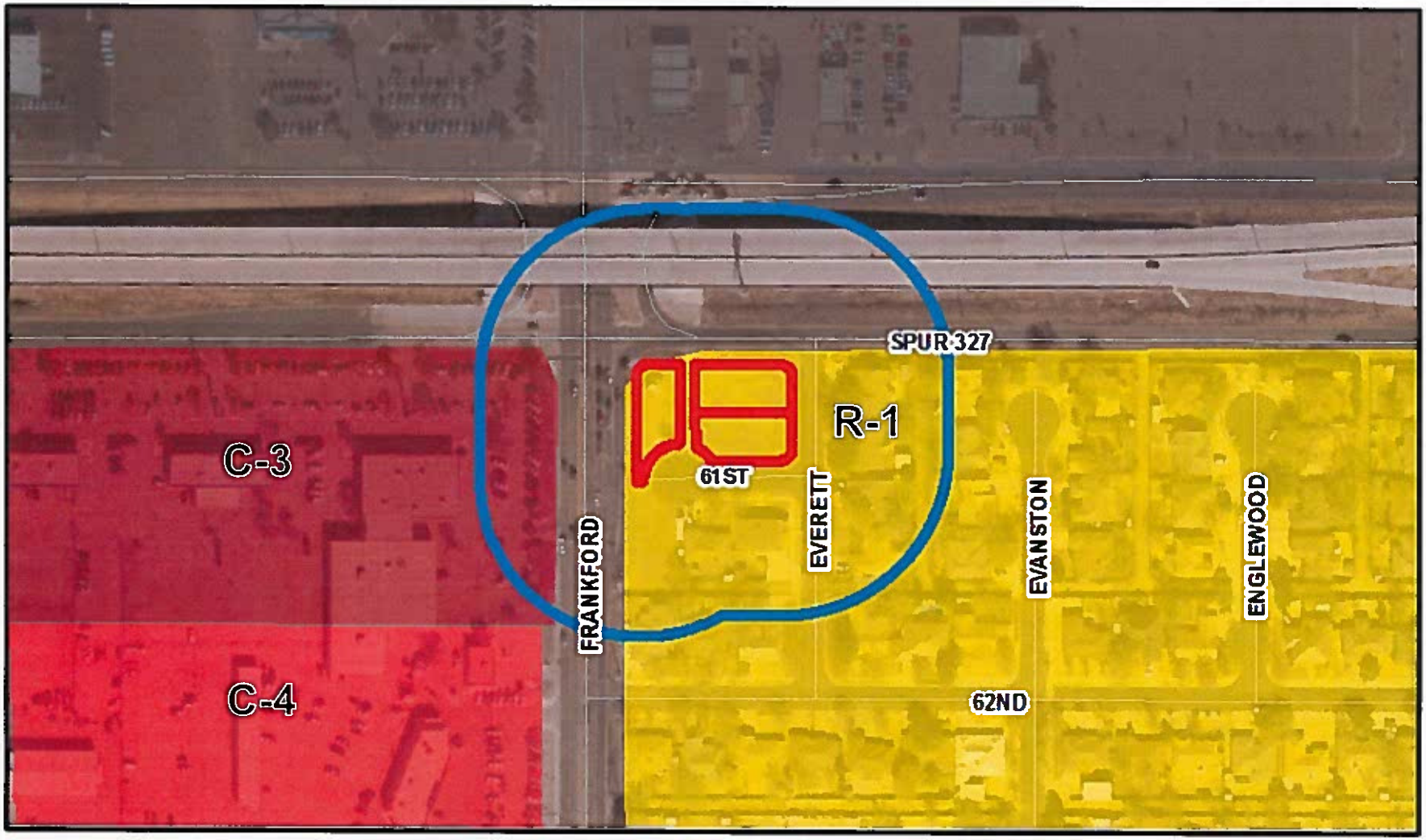


P.Z.C. Case 3242



P.Z.C. Case 3242

Request of Sadler Monument for a zoning change from R-1 to C-4 Specific Use for monument sales, 5736 61st Street, 6002 and 6004 Everett Avenue



P.Z.C. Case 3242 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) SADLER MONUMENT DUSTIN SADLER
1695 N. 20th
Street/Post Office Box
SLATON TX 79364
City State Zip
(806) 632-7589
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 5736 61st, 5738 61st, 6002 Everett

Legal Description:* lots # 1, 2, 3 of Farrar del Norte

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1/2 AN Acre

Zoning Requested: C-4 limited

Proposed Development: monument sales with outdoor display

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

Applicant's Signature **Date**

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

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

For City Use Only

PIN: 17728, 17727, 17726 map 22

Zone Case No.: 3242 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** C-4 limited to monument sales and all unconditionally Permitted C-3 (?) uses

on Lot(s): 1, 2, 3 less ROW **Block(s):** _____

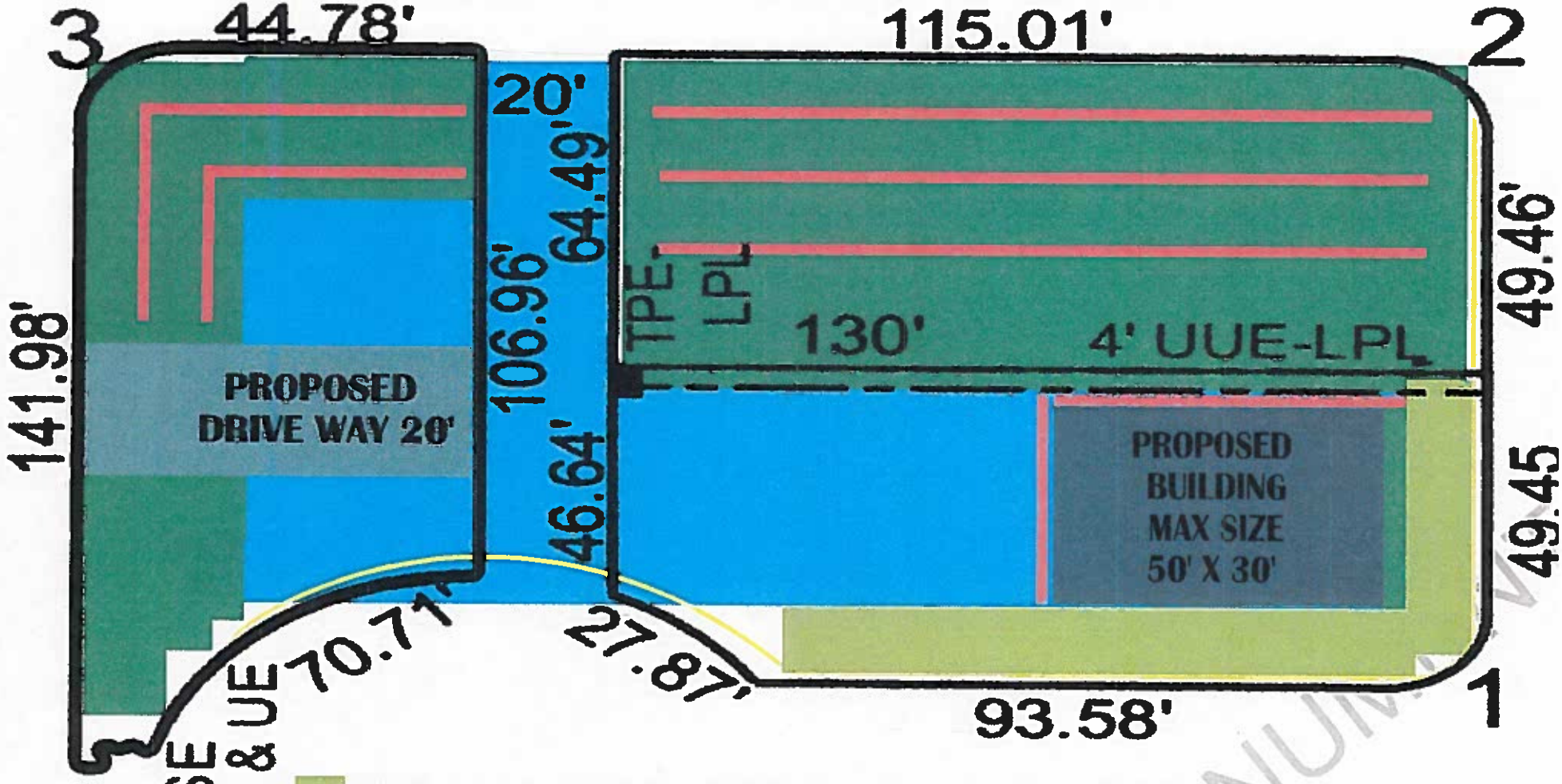
Subdivision: Farrar Del Norte **Address:** 5736 61st St, 6004 & 6002 Everett Ave

SR

520

SPUR 327 FRONTAGE RD.

49X7.5



FRAKNFORD AVE.

PROPOSED 10 FT. SETBACK AREAS WILL BE LANDSCAPED

PROPOSED WALL TO SEPERATE RESDIENTAL

PROPOSED DRIVEWAY

PROPOSED BUILDING

PROPOSED LANDCAPED AREAS

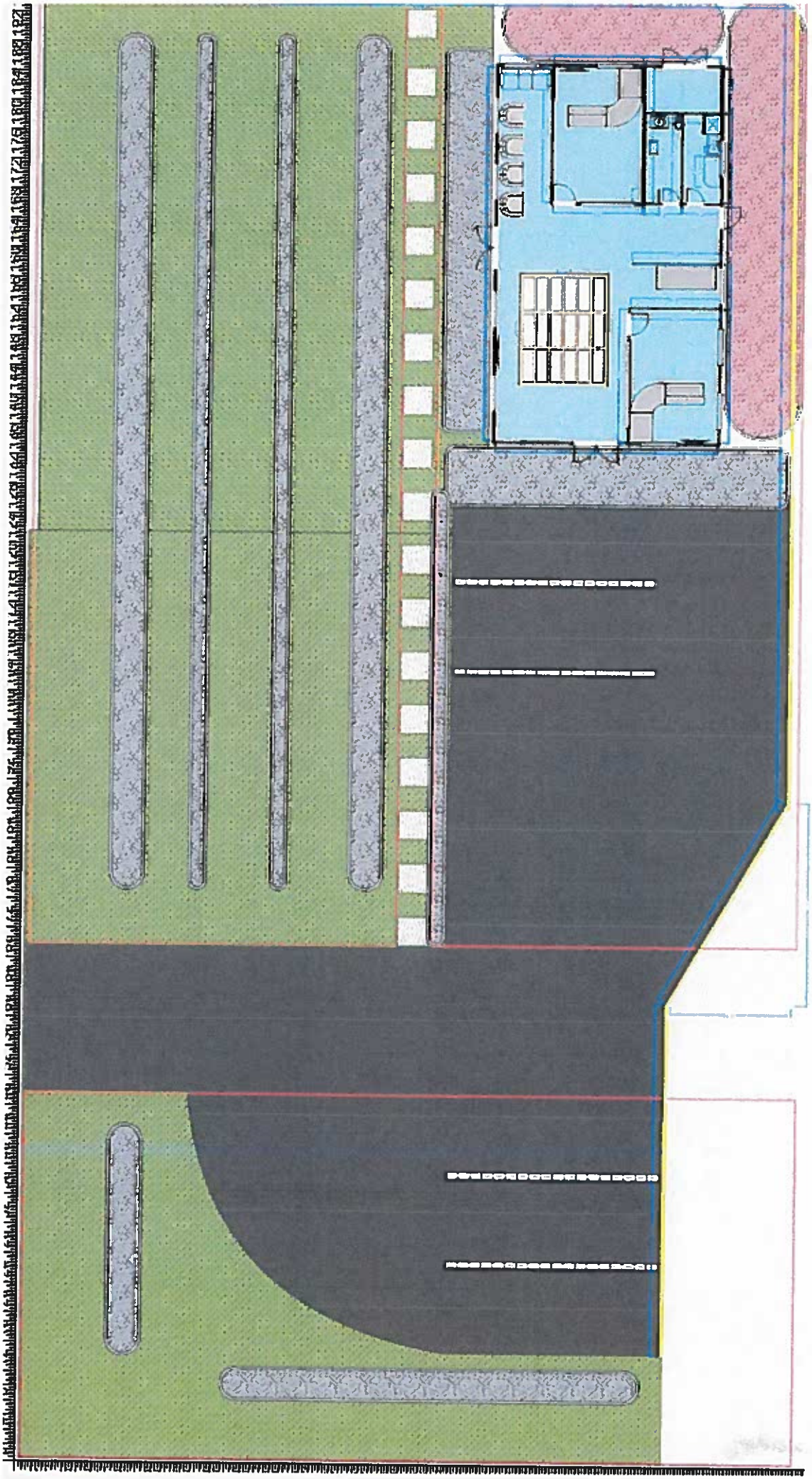
PROPOSED PARKING AREAS

PROPOSED OUTDOOR MONUMENT DISPLAY
BETWEEN 550' & 600' OF DISPLAY ON CEMENT RUNNERS
4 INCHES THICK AND 24 INCHES WIDE

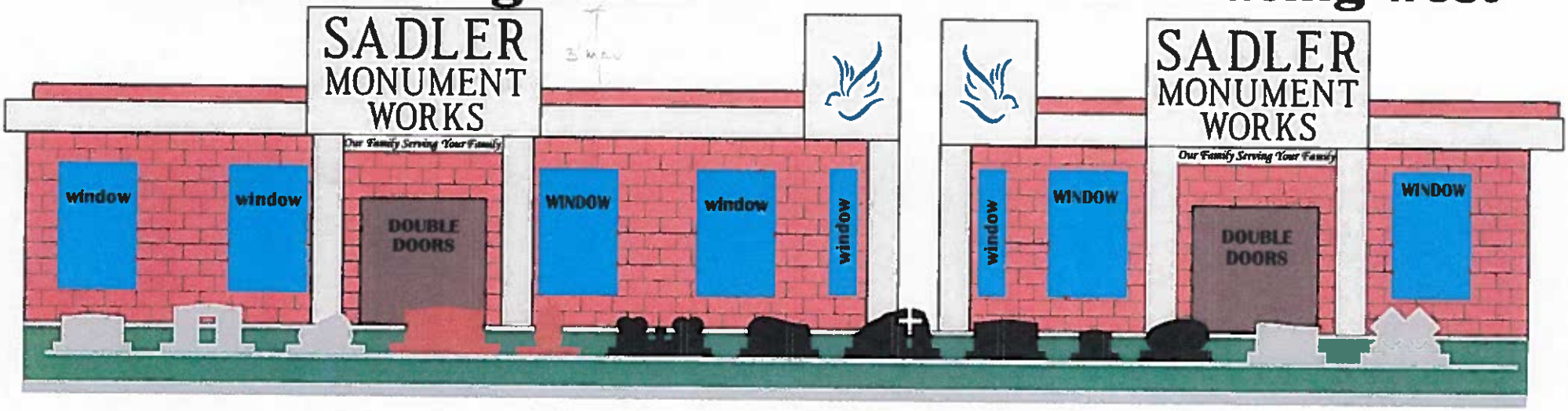
61ST STREET

1 - Fence
2 - Adjacent R.O.W.
3 - Property Line

HANDLERMONUMENTS.COM

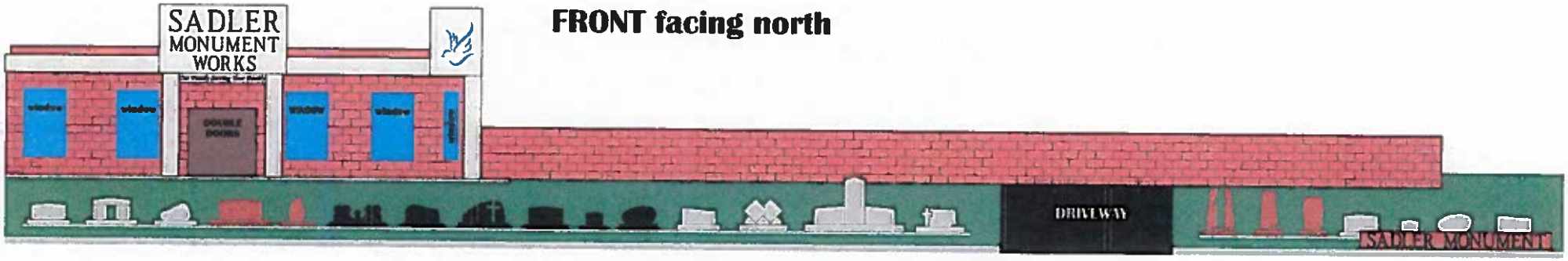


FRONT facing north



SIDE facing west

FRONT facing north






SADLER
MONUMENT
WORKS, INC

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.: 3242**

In Favor of ___

Opposed X

Reasons and/or Comments:

R-1 Zone

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name James Morgan Ltd

Signature: By

Address: 4429 79th

Address of Property Owned: _____

Zone Case Number: 3242 17731
JAMES MORGAN LTD
3403 73RD ST
STE 7

LUBBOCK TX 79423-1101

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.:** ***3242***

In Favor of ____

Opposed ✓

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Sprague J. Fleming, Jr.

Signature: [signature]

Address: 5738 62ND St., Lubbock, TX 79424

Address of Property Owned: 5738 62ND St., Lubbock, TX 79424

Zone Case Number: **3242** 17734
FLEMING SPRAGUE J JR
5738 62ND ST

LUBBOCK TX 79424-1260

4

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.: 3242**

In Favor of ___

Opposed X

Reasons and/or Comments:

R-1 Zone

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name James Morgan Ltd

Signature: By

Address: 4429 79th

Address of Property Owned: 5733 [redacted] 101st Street

Zone Case Number: 3242 17731
JAMES MORGAN LTD
3403 73RD ST
STE 7

LUBBOCK TX 79423-1101

4

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.: 3242**

In Favor of X

Opposed See below

RECEIVED
NOV 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

I am only in favor of this if it is re zoned for this particular GH use, and the Monument Company makes it a tasteful, appropriate corner for residences. I am not in favor of a general Commercial Zoning change.

Print Name Laura Hamlett

Signature: Laura Hamlett

Address: Same as bottom of pg

Address of Property Owned: 6103 Erie Ave Lubbock 79424

10 of 16

Zone Case Number: 3242 17738
HAMLETT LAURA LEE MAGRETA
51755 RICE LAKE RD

LAKE LINDEN MI 49945

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

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1585-F, a request of Vincent G. Huebinger, for Boys & Girls Club - Lubbock, for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower on Lots 1 through 22 and closed alley, also known as Lot A-1, Block 2, McMillan Heights Addition, 3301 Cornell Street, Lubbock, Texas, and consider an ordinance.

Item Summary

General comments:
Request of Vincent G. Huebinger (for Boys & Girls Club - Lubbock) for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower having a height of 100 feet on Lots 1 through 22 and closed alley, also known as Lot A-1, Block 2, McMillan Heights Addition (3301 Cornell Street), Lubbock, Texas.

Adjacent land uses:
N: (R-1) Single family homes
S: (R-1) Single family homes
E: (R-1) Single family homes
W: (R-1) Texas Tech University Golf Course (Rawls)

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. Based on a case by case scenarios, cell towers/telecommunication towers are allowed in any zoning district at the discretion of the Planning & Zoning (P&Z) Commission/City Council through a Specific Use Zone case.

Zoning Policy:
The Zoning Ordinance states "…antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements…" and has been approved by the Planning and Zoning Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. Based on our inventory maps, and the information provided by the proponent, proposed location is 3268 feet away from the nearest tower.

Effect on the adjacent street and thoroughfare system:
The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 100 feet from any residential structure.

Recommendations:
On November 4, 2014, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. Monopole construction having a maximum height of 100 feet, tied to the elevation and site plan.
2. A masonry screening fence is required along the West, East and South boundaries of the property.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 1585-F

Zone Case 1585-F

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. 1585-F;** A ZONING CHANGE FROM **A-2** TO **A-2 SPECIFIC USE** FOR A **TELECOMMUNICATIONS TOWER,** ON **LOTS 1-22 AND CLOSED ALLEY, ALSO KNOWN AS LOT A-1, BLOCK 2, MCMILLAN HEIGHTS 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. 1585-F

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 **A-2** to **A-2** Specific Use for **a telecommunications tower on Lots 1-22 and closed alley, also known as Lot A-1, Block 2, McMillan Heights Addition,** City of Lubbock, Lubbock County, Texas, located at **3301 Cornell Street,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT monopole construction having a maximum height of 100 feet, shall be tied to the elevation and site plan.**

2. **THAT a masonary screening fence is required along the West, East and South boundaries of the property.**

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 **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3301 Cornell 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:



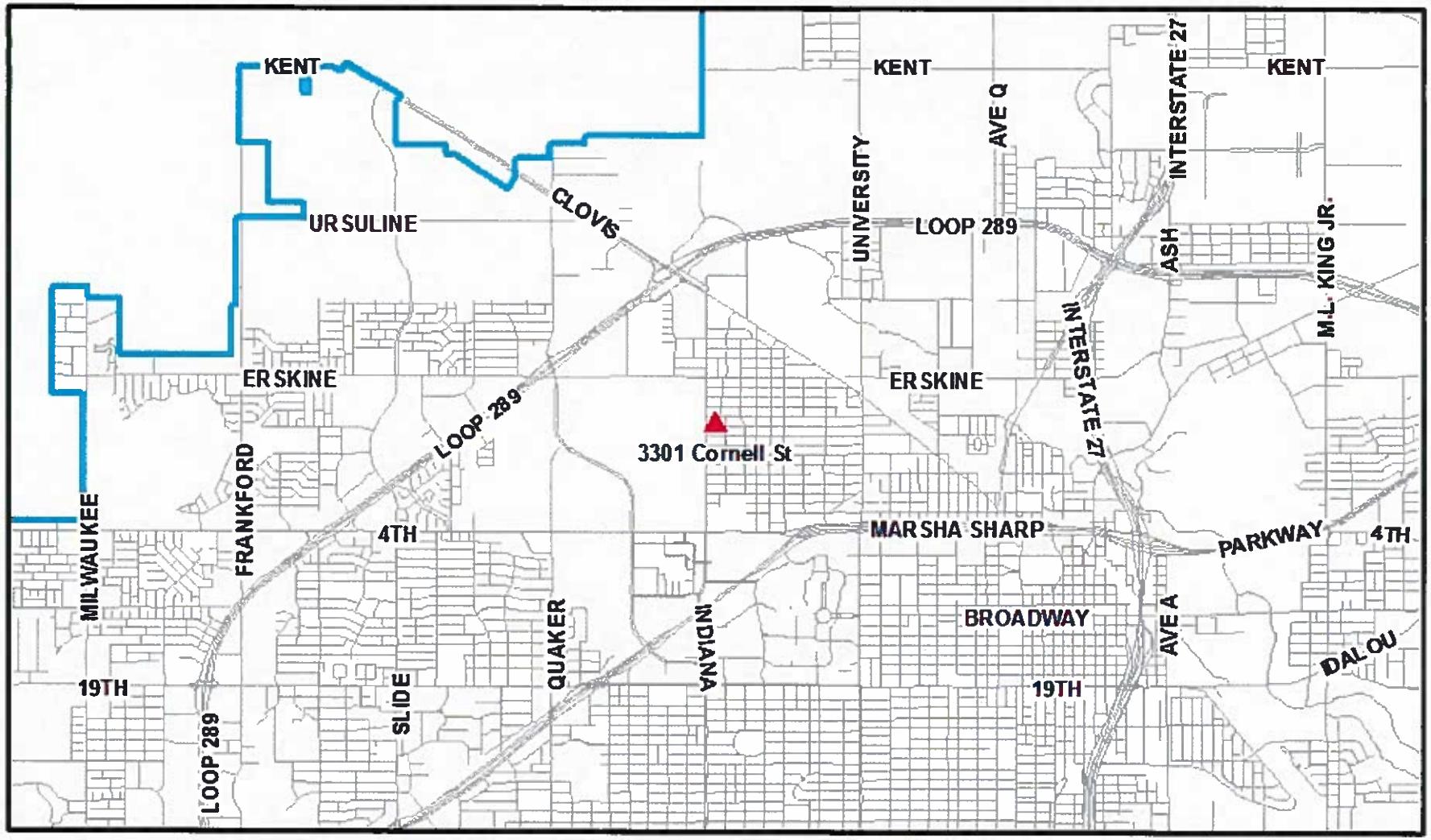
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1585-F
November 4, 2014

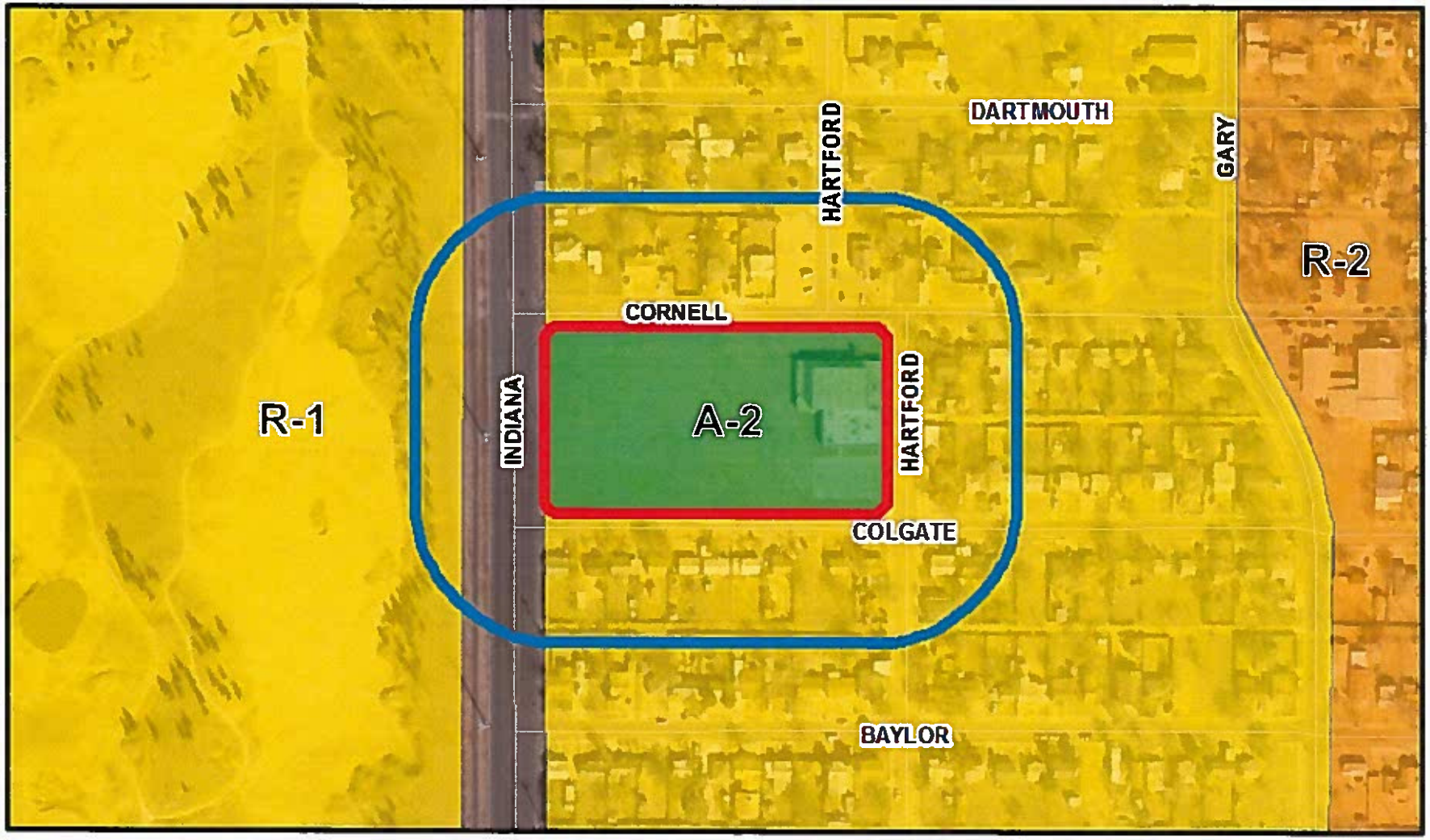


P.Z.C. Case 1585-F



P.Z.C. Case 1585-F

Request of Vincent G. Huebinger (for Boys & Girls Club- Lubbock) for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower, 3301 Cornell Street



P.Z.C. Case 1585-F 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) Vincent G. Huebinger
1715 Capital Texas Hwy Ste 207 (Street/Post Office Box)
Austin TX 78746 (City / State / Zip)
(512) 329-2693 (Telephone)

For Boys & Girls Club - Lubbock c/o Verizon Wireless
7 Village Cir Ste 400 (Street/Post Office Box)
Westlake TX 76262 (City / State / Zip)
(817) 961-2596 Kandi Vongsombath (Telephone)

Location or Address: 3301 Cornell, Lubbock TX 79415. (Boys & Girls Club)

Legal Description:* Lot 1A, Block 2 McMillan Heights 3.779 ACRES

Existing Land Use: Community Rec / Civic **Existing Zoning:** A-2

Acreage or Square Footage of Property: 2500± lease, 0.0574 Ac (Verizon lease area)

Zoning Requested: Special Use Permit to Allow Verizon wireless 100' monopole & Equipment on the Boys & Girls Club of Lubbock Recreational Space

Proposed Development: 2500± lease area, 100' monopole & Verizon equipment Shelter on open Recreational Space for Boys & Girls Club - Lubbock

If property is not subdivided, will preliminary plat be submitted? Platted **Yes** _____ **No** ✓

Vincent Gerard & Assoc. 10/14/14
Applicant's Signature **Date**

Agent for Boys & Girls Club & Verizon

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

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

For City Use Only

PIN: 39027 Map 2

Zone Case No.: 1585-F **Agenda No.:** _____

Request for zoning change from: A-2 **To:** A-2 SP USE

For a telecommunications Tower

on Lot(s): Lots 1-22 and closed alley also known as Lot A-1 **Block(s):** 2

Subdivision: McMillan Heights **Address:** 3301 Cornell St

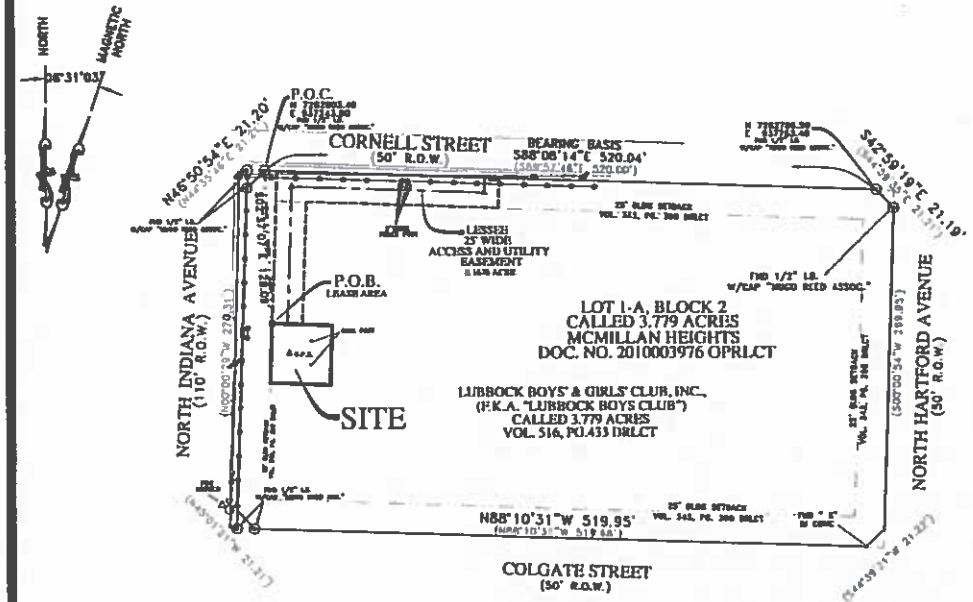
SR

GRAPHIC SCALE

100' 0 50' 100' 200'

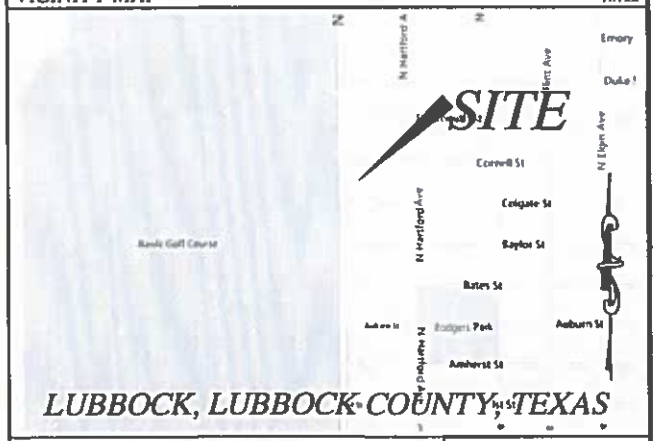
(IN FEET)

1 inch = 100 ft.



VICINITY MAP

N.T.S.



LEGEND

LEGEND		
Δ = SET 60D NAIL	⊙ = UTILITY POLE	
▲ = SET MAG NAIL W/DISK SOLIS-KANAK	OHL = OVERHEAD LINE	
( ) = RECORD BEARINGS & DISTANCES PER RECORD	= FENCE	
● = 1/2" IRON BAR FOUND UNLESS OTHERWISE NOTED.	● = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP	
	☑ PLAT	= MCMILLAN HEIGHTS DOC. NO. 2010003976 OPRLCT

FLOOD ZONE

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48303C0285E, Effective date September 28, 2007. This property appears in Zone "X," areas of minimal flooding, shown on the map. No warranty is expressed or implied is made regarding the accuracy of the National Flood Insurance program Map.

PROJECT INFORMATION

SITE NAME:	TXLU_GLUHENVOLK
OWNER/LESSOR NAME:	LUBBOCK BOYS' & GIRLS' CLUB, INC. F.K.A. LUBBOCK BOYS CLUB, INC.
SITE ADDRESS:	3301 CORNELL STREET
	LUBBOCK, TX 79415
LATITUDE: 33° 36' 09.63" N	LONGITUDE: 101° 53' 14.94" W
GROUND ELEVATION:	3222.3' AMSL.

LATITUDE NORTH :	33° 36' 09.63"	33° 36' 09.31"
LONGITUDE WEST :	101° 53' 14.94"	101° 53' 13.54"
SYSTEM :	GEODETIC	GEODETIC
DATUM TRANS. :	NAD 1983	NAD 1927
ELLIPSOID :	GRS 1980	CLARK 1866

NOTES:

1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTORS CERTIFICATE BY PRECISE LAND RECORDS DATED MARCH 25TH, 2014.
4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES NORTH CENTRAL ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERIZON WIRELESS, ARC-COMM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499

STATE OF TEXAS
REGISTERED
CLINTON L. KANAK
4499
PROFESSIONAL
LAND SURVEYOR

SURVEY OF:

A 0.0574 OF AN ACRE LEASE AREA AND A 25 FOOT WIDE ACCESS AND UTILITY EASEMENT OUT OF LOT 1-A , BLOCK 2, MCMILLAN HEIGHTS RECORDED IN DOCUMENT NO. 2010003976 OFFICIAL PUBLIC RECORDS LUBBOCK COUNTY, TEXAS, IN DEED TO LUBBOCK BOYS' & GIRLS' CLUB, INC. (F.K.A. "LUBBOCK BOYS CLUB") RECORDED IN VOLUME 516, PAGE 433 DEED RECORDS LUBBOCK COUNTY, TEXAS, SITUATED IN THE T.T. R.R. CO. SURVEY, ABSTRACT NO. 1352, LUBBOCK COUNTY, TEXAS.

911 ADDRESS:

302 N. INDIANA AVE.
LUBBOCK, TX 79415

SUBJECT TO:

1) ORDINANCE NO. 2009 00036 DOC. NO. 2010003976 OFFICIAL PUBLIC RECORDS LUBBOCK COUNTY, TEXAS.
2) PLAT & DEDICATION VOL. 343, PG. 390 DEED RECORDS LUBBOCK COUNTY, TEXAS.

TXLU_GLUHENVOLK

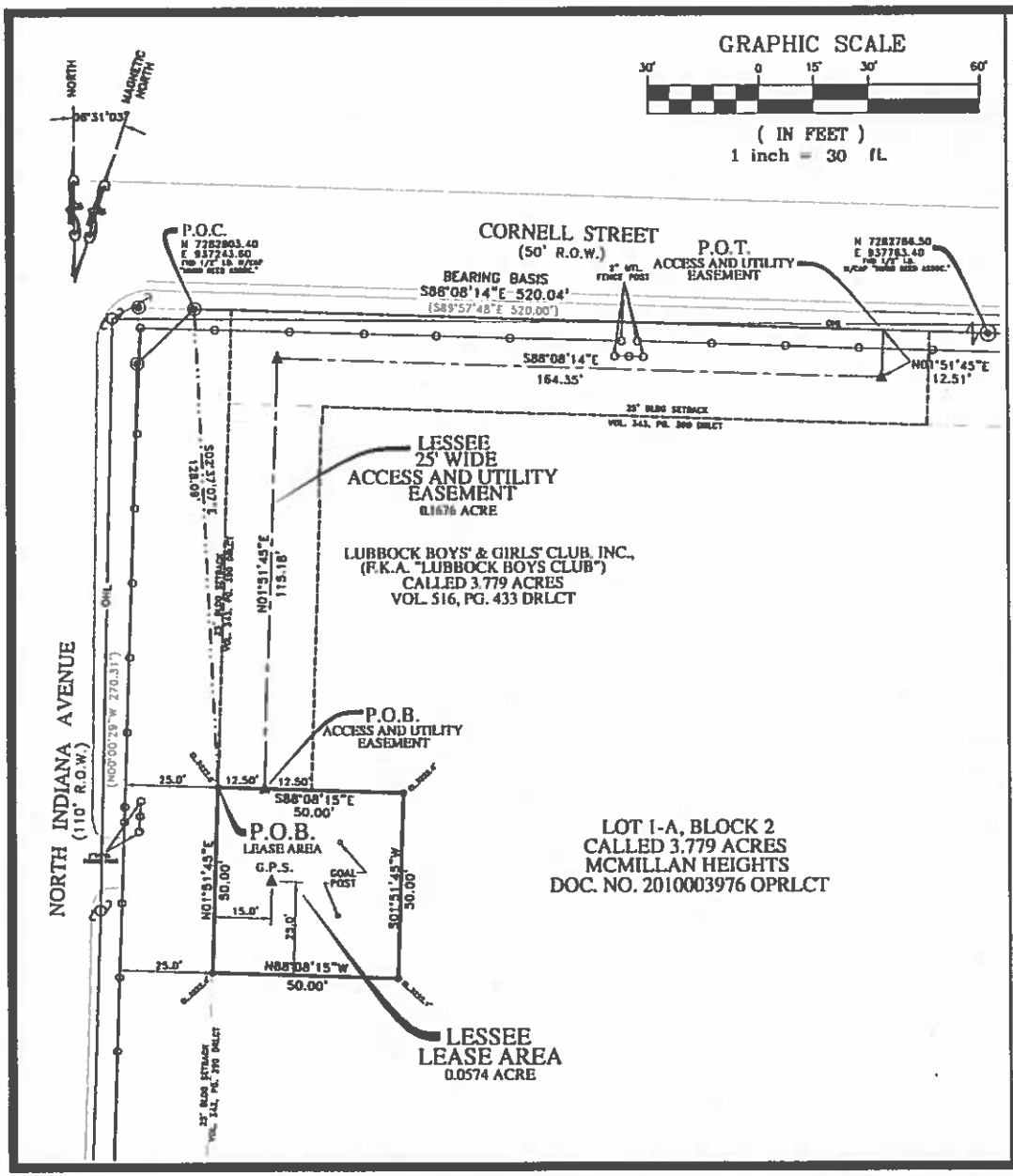
LUBBOCK,
LUBBOCK COUNTY, TX

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

Job Number: K-0040
Date: 08 19 14
Rev. 1:

Drawn By: A.A.
Revised By:

SHEET NO.
1 of 2



Lessee
Lease Area
TXLU_Gluhenvolk

Field notes for a 0.0574 of an acre lease area out of Lot 1-A, Block 2, McMillan Heights recorded in Document No. 2010003976 Official Public Records Lubbock County, Texas, in deed to Lubbock Boys' and Girls' Club, Inc. (f.k.a. "Lubbock Boys Club") recorded in Volume 516, Page 433 Deed Records Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83):

Commencing: at a found ½" iron bar (N 7282803.40, E 937243.60) with cap (Hugo Reed Assoc) marking the upper cutback corner of the south right-of-way line of Cornell Street (50' ROW) and the east right-of-way line of North Indiana Avenue (110' ROW) and marking the upper northwest corner of said Lot 1-A from which a found ½" iron bar (N 7282788.50, E 937783.40) with cap (Hugo Reed Assoc) marking the north cutback corner of the south line of said Cornell Street and the west right-of-way line of North Hartford Avenue (50' ROW) and marking the upper northeast corner of said Lot 1-A bears S 88° 08' 14" E (Bearing Basis), 520.04 feet (called S 89° 57' 48" E, 520.00 feet);

Thence: S 02° 37' 07" E, 128.09 feet, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner and the Place of Beginning of the herein described lease area;

Thence: S 88° 08' 15" E, 50.00 feet, along the north line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area;

Thence: S 01° 51' 45" W, 50.00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;

Thence: N 88° 08' 15" W, 50.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;

Thence: N 01° 51' 45" E, 50.00 feet, along the west line of the herein described lease area, to the Place of Beginning and containing 0.0574 of an acre of lease area more or less.

Lessee
Access and Utility Easement
TXLU_Gluhenvolk

Field notes for a 25 foot wide access and utility easement out of Lot 1-A, Block 2, McMillan Heights recorded in Document No. 2010003976 Official Public Records Lubbock County, Texas, in deed to Lubbock Boys' and Girls' Club, Inc. (f.k.a. "Lubbock Boys Club") recorded in Volume 516, Page 433 Deed Records Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83):

Commencing: at a found ½" iron bar (N 7282803.40, E 937243.60) with cap (Hugo Reed Assoc) marking the upper cutback corner of the south right-of-way line of Cornell Street (50' ROW) and the east right-of-way line of North Indiana Avenue (110' ROW) and marking the upper northwest corner of said Lot 1-A from which a found ½" iron bar (N 7282788.50, E 937783.40) with cap (Hugo Reed Assoc) marking the north cutback corner of the south line of said Cornell Street and the west right-of-way line of North Hartford Avenue (50' ROW) and marking the upper northeast corner of said Lot 1-A bears S 88° 08' 14" E (Bearing Basis), 520.04 feet (called S 89° 57' 48" E, 520.00 feet);

Thence: S 02° 37' 07" E, 128.09 feet, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of a 0.0574 of an acre lease area surveyed this same date and the southwest corner of the herein described easement;

Thence: S 88° 08' 15" E, 12.50 feet, along the north line of said lease area, and the lower south line of the herein described easement, to a set 60d nail with disk (Solis-Kanak) for the Place of Beginning of the centerline of the herein described easement;

Thence: N 01° 51' 45" E, 115.18 feet, along the centerline of the herein described easement, to a set 60d nail with disk (Solis-Kanak) for angle;

Thence: S 88° 08' 14" E, 164.35 feet, along the centerline of the herein described easement, to a set 60d nail with disk (Solis-Kanak) for angle;

Thence: N 01° 51' 45" E, 12.51 feet, along the centerline of the herein described easement, to the Place of Terminus of the centerline of the herein described easement lying on the south line of said Cornell Street and the north line of said Lot 1-A, the herein described easement being at 12.50 feet on either side of the above described centerline and containing 0.1676 of an acre of access and utility easement more or less.

TXLU_GLUHENVOLK
LUBBOCK,
LUBBOCK COUNTY, TX

ArchDesign Design, Inc. Architecture
1501 Landmark Avenue, Suite 101
San Antonio, Texas 78212
(210)826-7003

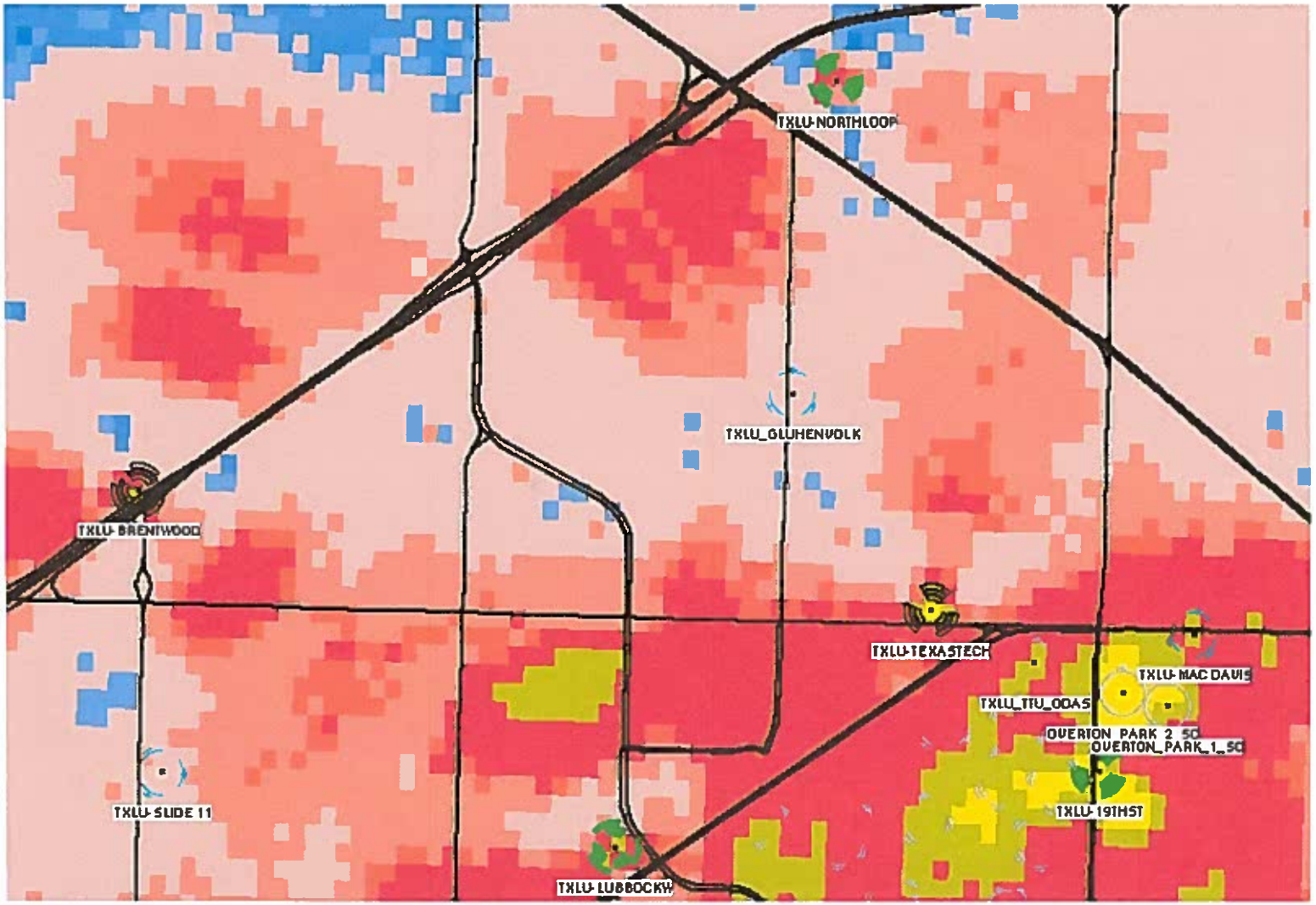
Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 14-004.0
DATE: 08 19 14
REV. 1:

DRAWN BY: A.A.
REVISED BY:

SHEET NO.
2 of 2

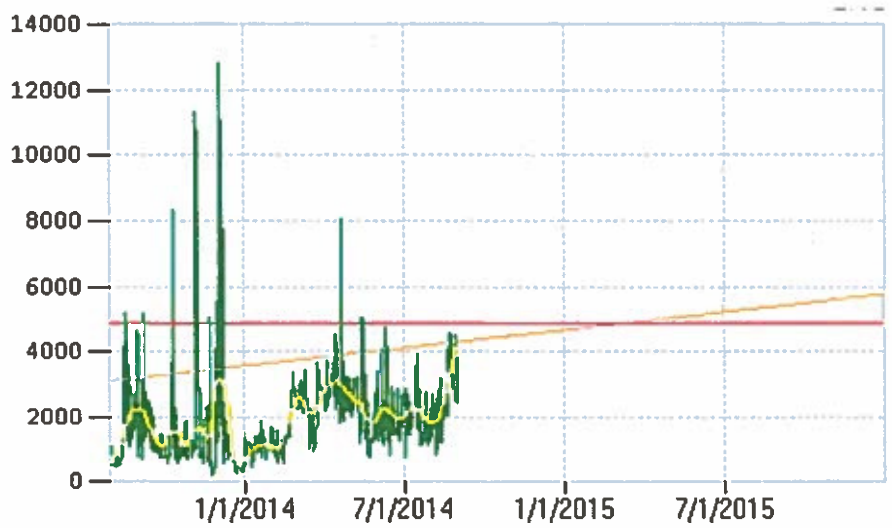
TXLU_GLUHENVOLK Demand Heat Map



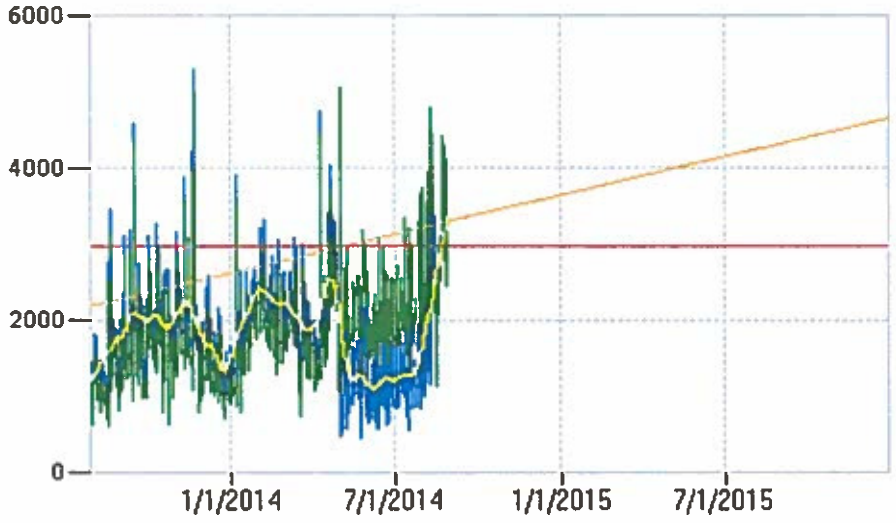
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Current Sites Capacity Demand Lines

TXLU_TEXASTECH

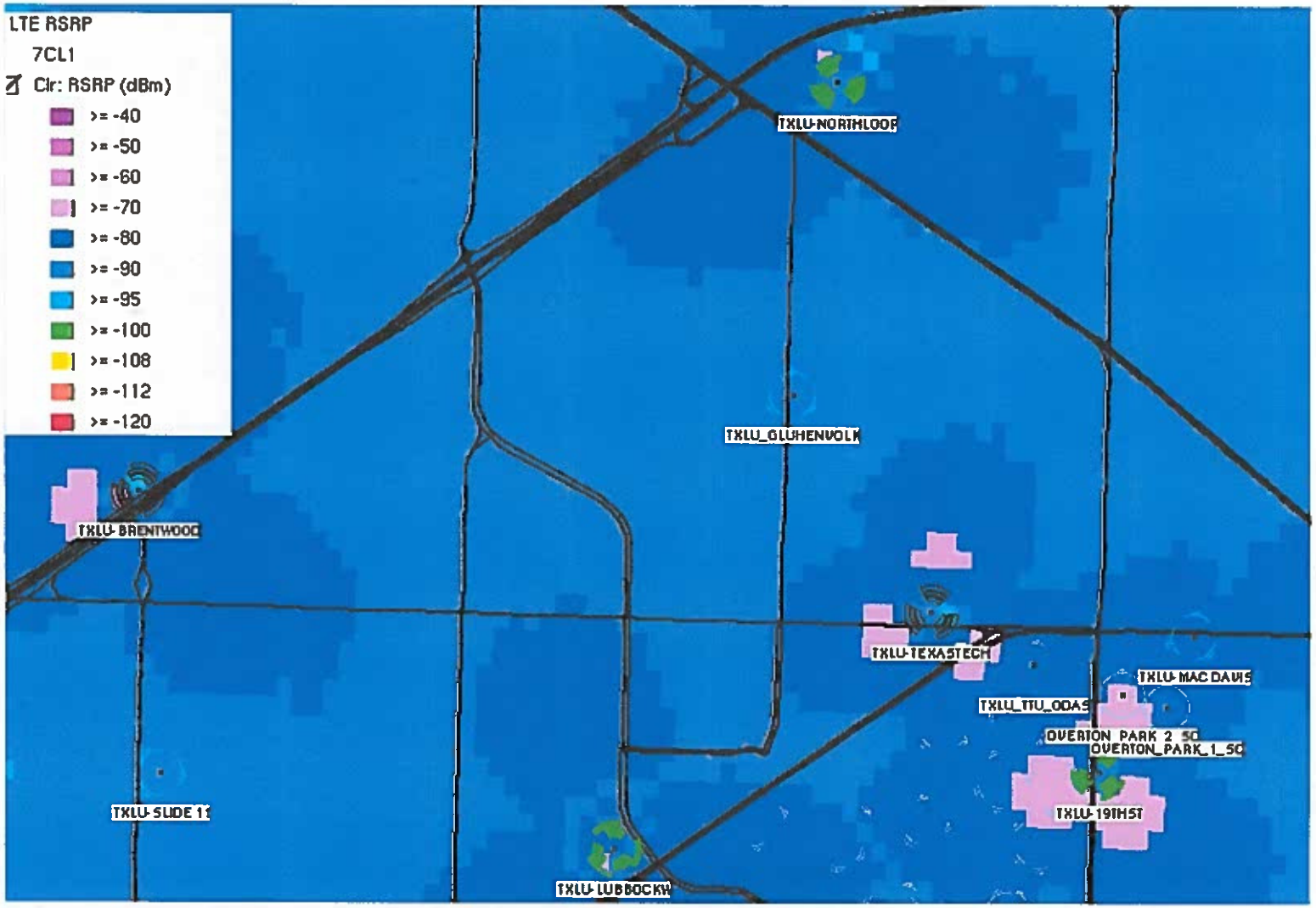


TXLU_NORTHLOOP



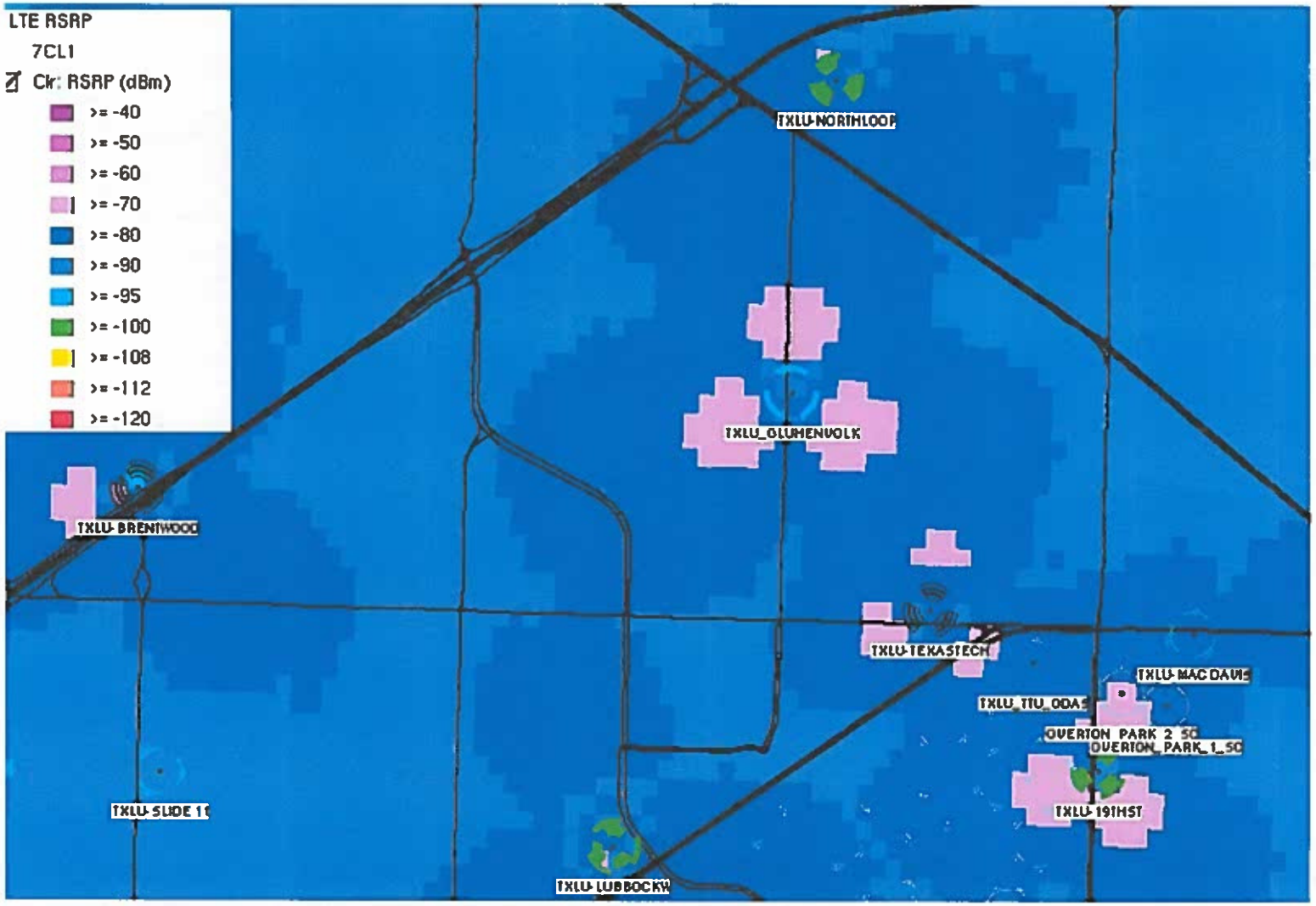
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TXLU_GLUHENVOLK Current RSRP



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

TXLU_GLUHENVOLK Future Site RSRP



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

5

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.: 1585-F**

In Favor of ✓

Opposed ___

RECEIVED
NOV 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Tom Vermillion

Signature: Tom Vermillion

Address: P.O Box 94163 Lubbock, Tx. 79493

Address of Property Owned: 3301 Cornell, Lubbock, Tx. 79415

---

13 of 48

Zone Case Number: 1585-F 39027
LUBBOCK BOYS CLUB INC
~~% WESLEY STRENGTH~~ Tom Vermillion
3221 59TH ST
LUBBOCK TX 79413-5515

Regular City Council Meeting **7. 6.**

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2296-J, a request of Plains Properties LLC to amend the conditions of Ordinance 2008-O0043 to allow a professional office on Lots 23 and 24, Gatewood Addition and a reduction in the required parking, 2505 and 2507 79th Street, Lubbock, Texas, and consider an ordinance.

Item Summary

General comments:
The request is to amend the conditions of the original Ordinance 2008O0043, to allow professional offices on both Lots 23 and 24. The original case limited the development to a professional office on Lot 24 and a parking lot on Lot 23. The proponent wishes to instead build professional offices on both lots.

Adjacent land uses:
N: C-2A and R-1 (Offices and Single Family Home)
S: GO and R-2 (Professional Offices, Residential)
E: C-2 (KFC)
W: R-1 (Single Family Homes)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area designated for commercial. Amending the conditions of the original ordinance will not change the plan and therefore the request consistent with the CLUP.

Zoning Policy:
The original intent of the zone case was to allow an office on the west lot and parking on the east lot to provide additional parking for the KFC and to help buffer the residential from the commercial use. The office originally designated to be on the lot adjacent to the residential district will not change, however an additional office adjacent to the commercial is requested. This change will still provide a buffer to the residential from the commercial and is therefore consistent with zoning policy.

Effect on the adjacent street and thoroughfare system:
There should be limited to no effect on traffic in the neighborhood as the offices are adjacent to University Avenue.

Recommendations:
On November 4, 2014, the Planning & Zoning Commission recommended the request with a vote of 5-0, with the following conditions:

1. A six foot solid screening fence shall be installed on the west side of Lot 24 with a line of sight step down and a six foot solid screening fence shall be installed on the south property lines of both Lots 23 and 24.

2. Tied to the proposed site plan including a reduction in parking to eighteen stalls.

Fiscal Impact
None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2296-J
Ordinance - Zone Case 2296-J

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2008-O0043 TO AMEND THE CONDITIONS TO THE C-2A, ZONING LIMITED TO COMMERCIAL PARKING LOT AND OFFICES ON LOTS 23 AND 24, GATEWOOD ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 1. THAT the conditions set forth in Ordinance No. 2008-O0043 Section 1 are hereby amended to read as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT a six foot solid screening fence shall be installed on the west side of Lot 24 with a line of sight step down and a six foot solid screening fence shall be installed on the south property lines of both lots 23 and 24.**

2. **THAT the zone change be tied to the proposed site plan including a reduction in parking to eighteen stalls.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC2296-J
November 4, 2014

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2008-O0043 TO AMEND THE CONDITIONS TO THE C-2A, ZONING LIMITED TO COMMERCIAL PARKING LOT AND OFFICES ON LOTS 23 AND 24, GATEWOOD ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 1. THAT the conditions set forth in Ordinance No. 2008-O0043 Section 1 are hereby amended to read as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT a six foot solid screening fence shall be installed on the west side of Lot 24 with a line of sight step down and a six foot solid screening fence shall be installed on the south property lines of both lots 23 and 24.**

2. **THAT the zone change be tied to the proposed site plan including a reduction in parking to eighteen stalls.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC2296-J
November 4, 2014

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

Meeting Date: 12/04/2014

Information

Agenda Item

Public Hearing 5:30 p.m. - Planning: Conduct a public hearing for petition for annexation from Ford Development Corporation and KPA Ministries, Inc. to annex a parcel approximately 107.53 acres adjacent to the City limits north of 146th Street east of Quaker Avenue, and to consider a resolution to approve the petition.

Item Summary

The petition was submitted to the Planning Department in proper form on the 7th day of November 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development and a private school. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, the petitioners own the land up to the center line of Quaker Avenue and the center line of 146th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Section 4, Block AK

Petition - Section 4, Block AK

RESOLUTION

WHEREAS, the owners of 107.53 acres of real property further described in Exhibit A attached hereto located in Section 4, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 7th day of November, 2014; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 4th day of December, 2014; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Drew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-Kelsey Park
Date

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N, Lubbock, Texas 79401
Phone: 806-763-5642
Fax: 806-763-3891
Texas Registered Engineering Firm F-760
Texas Licensed Surveying Firm 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

LETTER OF TRANSMITTAL

To: City of Lubbock	Date: November 7, 2014	Job #
	Project Name: Section 4, Block AK	

Attn: Drew Paxton

RECEIVED
NOV 07 REC'D
PLANNING DEPARTMENT

We are sending you:
☒ Herewith ☐ Under Separate Cover Via

Copies	Date	Description
orig	11/7	Annexation request

These are transmitted as:
☒ For Your Use
☐ For Review & Comments
☐ For Approval
☐ For Your Records
☐ Return After Loan to Us
☐

Remarks:

Please begin the process.

Copies to:

Signed: Terry Holeman

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City Of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Ford Development Corporation

By: _____

Commercial State Bank

By: _____

KPA Ministries, Inc. dba Kingdom Preparatory Academy

By: _____

AimBank

By: _____

STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of November, 2014, by Rex Robertson on behalf of Ford Development Corporation

DUANE JENKINS
Notary Public, State of Texas
My Commission Expires
May 30, 2016

Duane Jenkins
Notary Public in and for
The State of Texas
My Commission expires: May 30, 2016

STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of November, 2014, by Caleb Shafer on behalf of Commercial State Bank

PAMELA ANN MARTIN
Notary Public, State of Texas
My Commission Expires
January 10, 2019

Pamela Martin
Notary Public in and for
The State of Texas
My Commission expires: 1-10-2019

STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 6th day of November 2014, by Jared Squires on behalf of KPA Ministries, Inc. dba Kingdom Preparatory Academy

SUSAN C. MCPHERSON
NOTARY PUBLIC
COMMISSION EXPIRES:
06-26-2018

Susan C. McPherson
Notary Public in and for
The State of Texas
My Commission expires: 6-26-2018

STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 6th day of November 2014, by Bryan Studer on behalf of AimBank

SHEILA M. SHIPLEY
MY COMMISSION EXPIRES
June 19, 2016

Notary Public in and for
The State of Texas
My Commission expires: June 19, 2016

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 107.53 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at the Southwest corner of Section 4, Block AK, Lubbock County, Texas, for the Southwest corner of this tract;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 1979.62 feet to the Southwest corner of a 75.966 acre tract as previously annexed by the City of Lubbock in 2013 for the Northwest corner of this tract;

THENCE S. 88°13'29" E., along the Southern boundary of said 75.966 acre tract, a distance of 839.63 feet to a point of curvature;

THENCE Southeasterly, continuing along said Southern boundary, along a curve to the right, said curve having a radius of 1544.00 feet, a central angle of 23°51' 15", tangent lengths of 326.14 feet, a chord distance of 638.19 feet and a chord bearing of S. 76°17'51" E. to a po int of tangency;

THENCE S. 64°22'13" E., continuing along said South ern boundary, a distance of 432.49 feet;

THENCE S. 19°22'13" E., continuing along said South ern boundary, a distance of 21.21 feet;

THENCE S. 25°37'47" W., continuing along said South ern boundary, a distance of 101.00 feet to a point of curvature;

THENCE Southwesterly, continuing along said Southern boundary, along a curve to the right, said curve having a radius of 274.00 feet, a central angle of 17°31'0 1", tangent lengths of 42.21 feet, a chord distance of 83.44 feet and a chord bearing of S. 34°23'17" W. to a po int of intersection;

THENCE S. 64°22'13" E., continuing along said South ern boundary, a distance of 54.10 feet;

THENCE N. 77°57'23" E., continuing along said South ern boundary, a distance of 12.22 feet;

THENCE S. 64°22'13" E., continuing along said South ern boundary, a distance of 506.66 feet;

THENCE S. 88°12'49" E., continuing along said South ern boundary, a distance of 472.22 feet;

THENCE S. 36°07'21" E., continuing along said South ern boundary, a distance of 15.78 feet;

THENCE S. 86°58'49" E., continuing along said South ern boundary, a distance of 61.47 feet;

THENCE N. 58°55'10" E., continuing along said South ern boundary, a distance of 6.29 feet to a point of intersection for the Northeast corner of this tract;

THENCE Southwesterly, along a curve to the right, said curve having a radius of 1069.00 feet, a central angle of 09°55'30", tangent lengths of 92.82 feet, a chord d istance of 184.94 feet and a chord bearing of S. 20°03'41" W. to a point of tangency;

THENCE S. 25°01'26" W. a distance of 132.08 feet to a point of curvature;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 961.00 feet, a central angle of 23°22'03", tangent lengths of 198.73 feet, a chord distance of 389.22 feet and a chord bearing of S. 13°20'26" W. to a point of tangency;

THENCE S. 01°47'10" W. a distance of 275.46 feet;

THENCE S. 00°38'26" W. a distance of 150.03 feet;

THENCE S. 01°47'10" W. a distance of 70.00 feet;

THENCE S. 43°12'57" E. a distance of 42.43 feet;

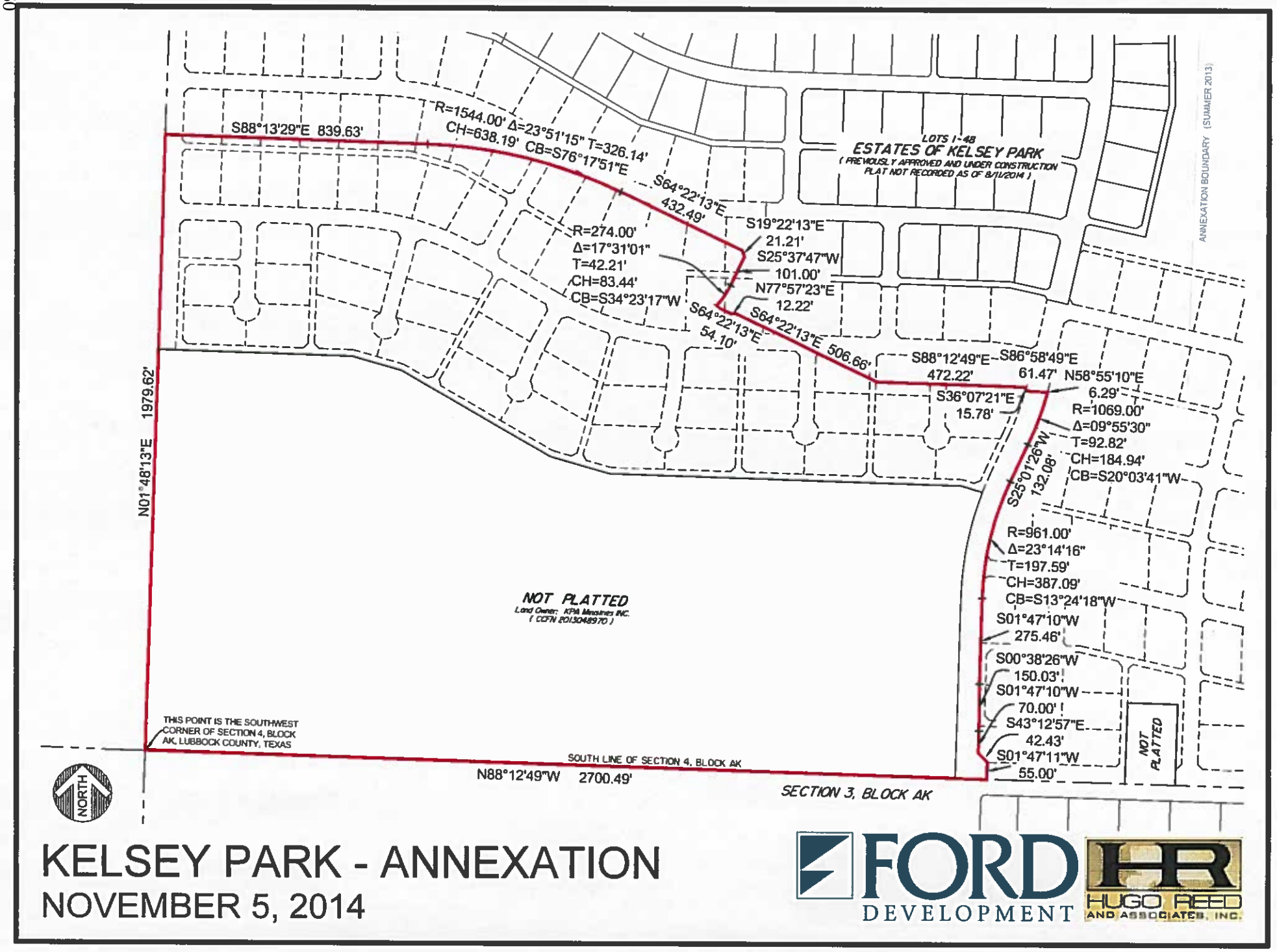
THENCE S. 01°47'11" W. a distance of 55.00 feet to a point in the South line of said Section 4, Block AK for the Southeast corner of this tract;

THENCE N. 88°12'49" W., along said South line, a di stance of 2700.49 feet to the Point of Beginning.

CONTAINS: 4,683,955 square feet

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

Notice: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

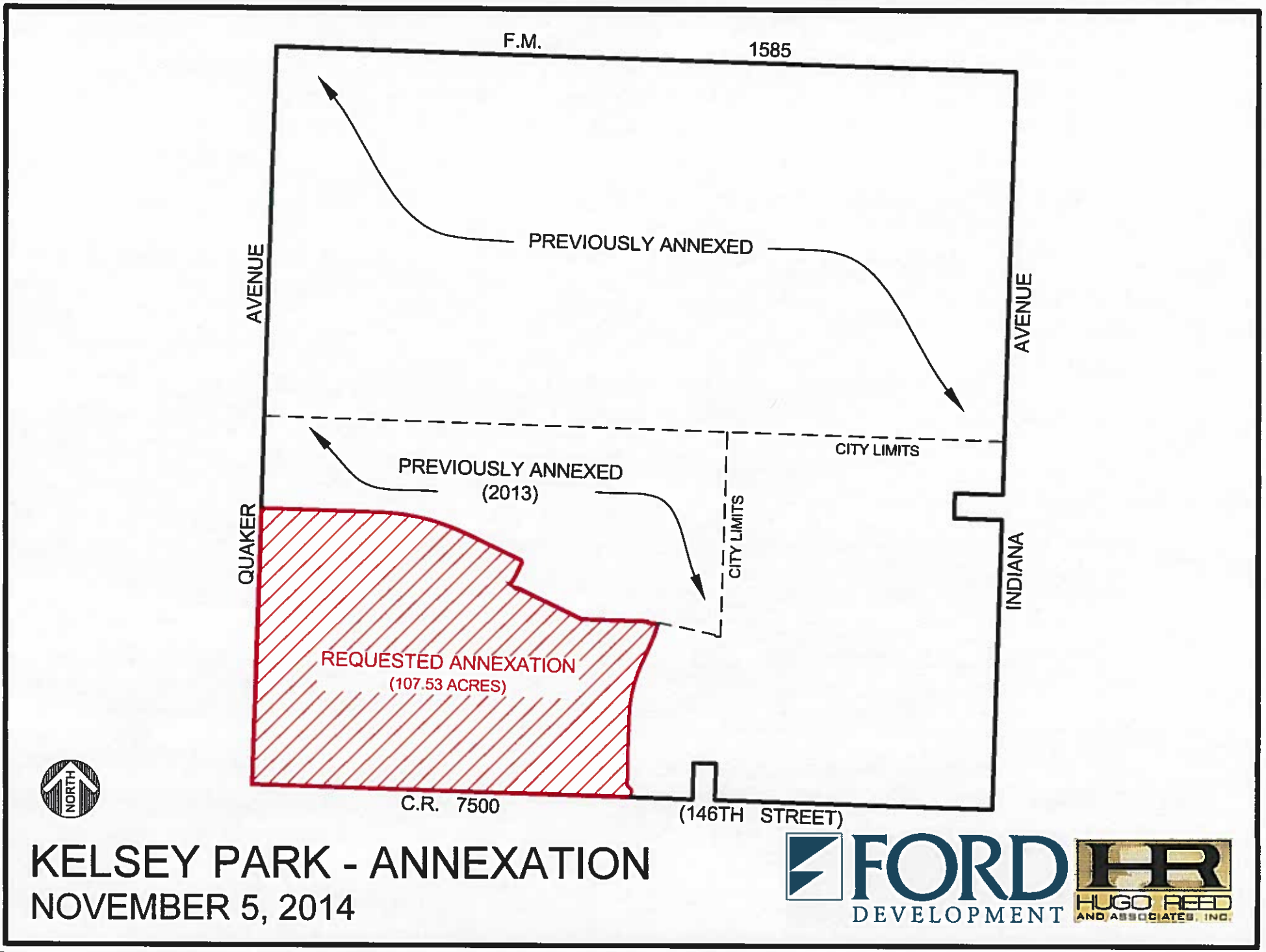


KELSEY PARK - ANNEXATION

NOVEMBER 5, 2014

FORD DEVELOPMENT

HR HUGO REED AND ASSOCIATES, INC.



KELSEY PARK - ANNEXATION

NOVEMBER 5, 2014

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

Regular City Council Meeting **7. 8.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0147 for annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, SWLLD, LLC owns the land up to Frankford Avenue for portions of the tract along the east side, and to a future Iola Avenue on the west. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 206.00 acres

Petition - 206.00 acres

Annexation Service Plan 206 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 206.00 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 206.00 acre tract of land located in Section 9, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

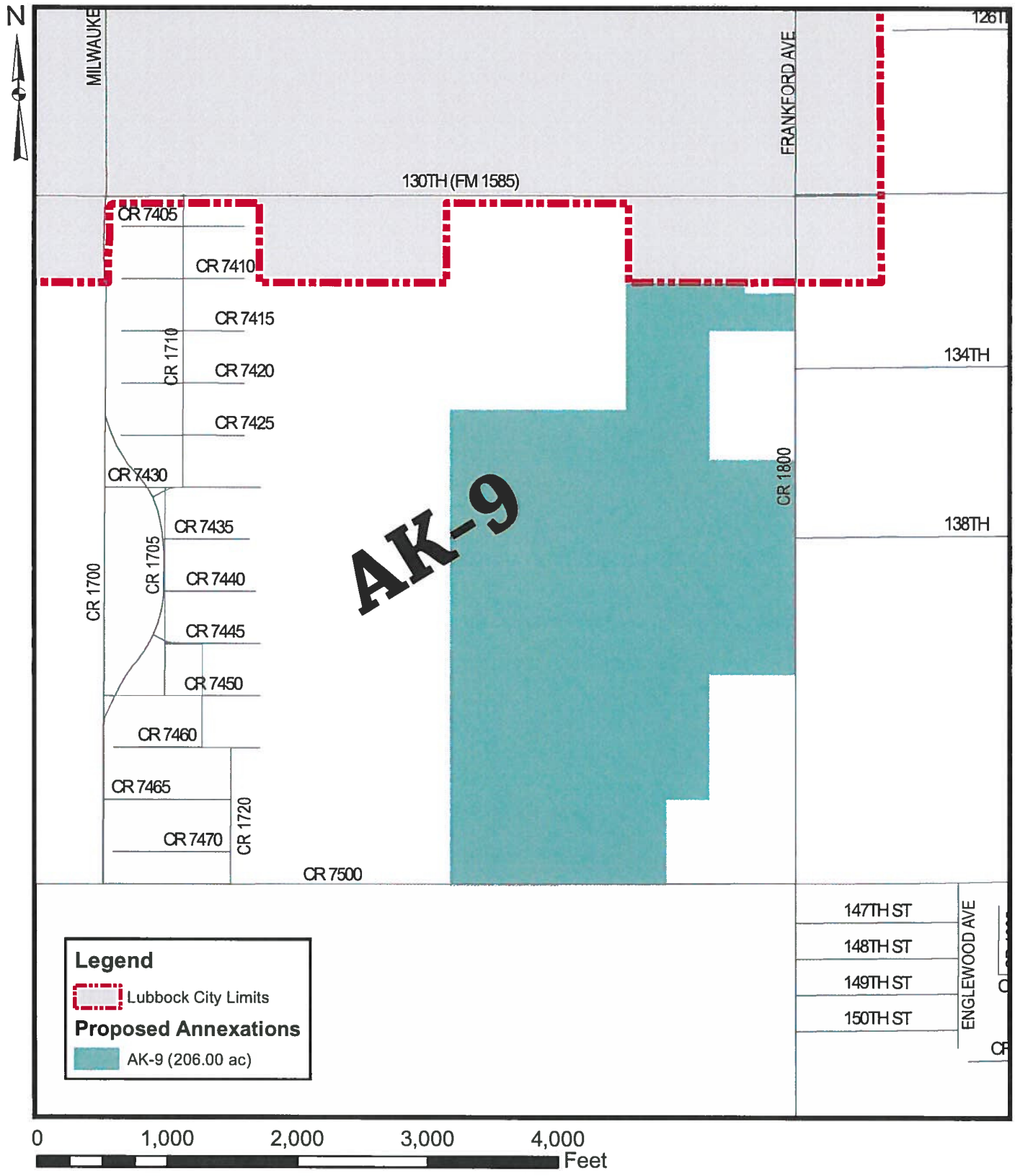
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Ord.Annex-Section 9, Block AK
October 9, 2014

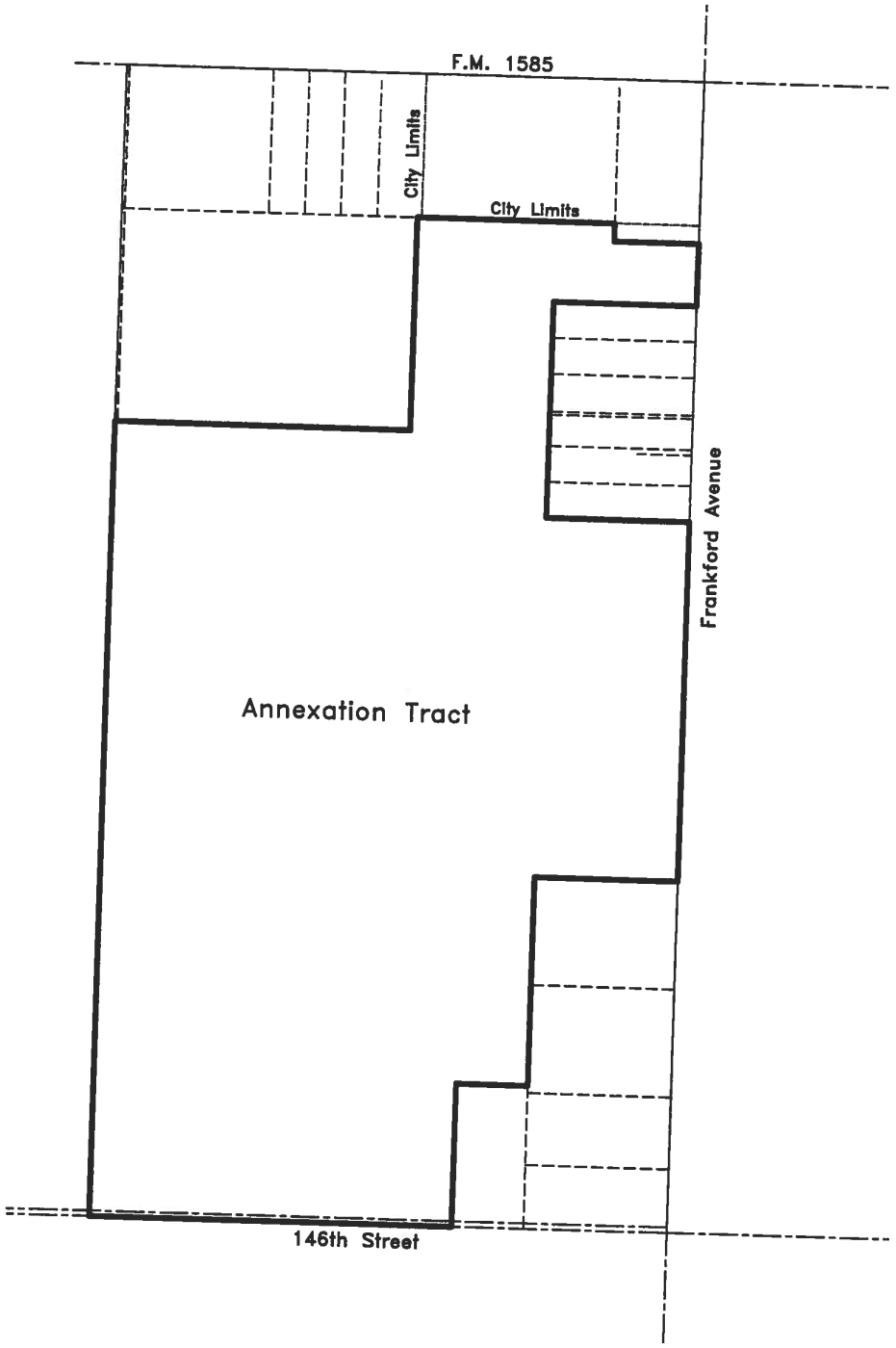
Proposed Annexation in Section 9, Block AK



This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.

City of Lubbock TEXAS

Annexation Map Section 9, Block AK
F.M. 1585 and Frankford Avenue



August 7, 2014

Scale 1" = 800'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 9\APRIL2013\Section9BlockAK(Payne)4.dwg, 8/8/2014 8:25:48 AM, SHARP MX-2300N PCL6

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

SWLLD, LLC

By: _____
Thomas K. Payne, Manager

First Bank & Trust

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4 day of August, 2014, by Thomas K. Payne on behalf of SWLLD, LLC.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

_____
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon, VP on behalf of First Bank & Trust.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

_____
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES on a 206 Acre Tract out of the East Half (E/2) of Section 9, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the center of County Road 1800 (Frankford Avenue) for the most Easterly Northeast corner of this tract having Texas North Central Zone coordinates of North: 7236355.94, East: 919878.39 from which a railroad spike accepted as the Northeast corner of Section 9 having Texas North Central Zone coordinates of North: 7237098.85, East:919902.84 bears N 01°53'08" E(Texas North Central Zone Bearing Basis), 743.51 feet;

THENCE S 01°53'08" W, with the East line of Section 9 and the center of County Road 1800, a distance of 284.85 feet to the Northeast corner of the tract described as Tract One in Volume 3244, Page 193, Lubbock County Real Property Records (LCRPR);

THENCE N 88°07'46" W, along the North line of said Tract One, and the North line of the tract described as Tract Two in Volume 3244, Page 193, LCRPR, at 50.08 feet pass a found 1/2" rod, in all, 660.22 feet to a found 5/8" iron pipe for the Northwest corner of said Tract Two and a corner of this tract;

THENCE S 01°47'49" W, along the West line of said Tract Two, 165.14 feet to a found 1/2" rod for the Southwest corner of said Tract Two;

THENCE S 01° 54' 18" W, along the West line of the tract described in Lubbock County Clerk File # 2012034971, 164.80 feet to a found 1/2" rod for the Southwest corner of the tract described in County Clerk File # 2012034791 and the Northwest corner of the tract described in Volume 10381, Page 348, Lubbock County Official Public Records (LCOPR) for a corner of this tract;

THENCE S 01° 55' 25" W, along the West line of the tracts described in Volume 10381, Page 348, LCOPR, Volume 1982, Page 471, Lubbock County Deed Records (LCDR), Volume 4905, Page 96, LCRPR, and Volume 9215, Page 202, LCOPR, 659.98 feet to a found 1/2" rod with cap (Telford) for the Southwest corner of the tract described in Volume 9215, Page 202, LCOPR and a corner of this tract;

THENCE S 88°07'02" E, with the South line of the tract described in Volume 9215, Page 202, LCOPR at 610.16 feet pass a found 1/2" square pipe, in all 660.46 feet to a point in the East line of Section 9 and the center of County Road 1800 for a corner of this tract;

THENCE S 01°53'08" W, with the East line of Section 9 and County Road 1800, a distance of 1650.17 feet to the Northeast corner of the tract described in Volume 1361, Page 519, LCDR for a corner of this tract;

THENCE N 88°06'47" W, with the North line of the tract described in Volume 1361, Page 519, LCDR, at 47.2 feet pass a steel post, at 50.22 feet pass a found 1/2" iron rod, in all 660.18 feet to a found 1/2" iron rod at the Northwest corner of the tract described in Volume 1361, Page 519, LCDR and a corner of this tract;

THENCE S 01°52'42" W, with the West line of the tracts described in Volume 1361, Page 519, LCDR, and Volume 1642, Page 788, LCDR, 957.57 feet to a set 1/2" rod with stainless steel cap at the Northeast corner of the tract described as TRACT 3 in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE N 88°06'43" W, with the North line of the tracts described in Volume 4819, Page 269 LCRPR, 329.93 feet to a found railroad spike for the Northwest corner of the tract described as TRACT 1 in in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE S 01°53'35" W, at 631.71 feet pass a set 1/2" rod with stainless steel cap, in all 656.71 feet to a point in the South line of Section 9 whence a found 3/8" rod bears South 4.2 feet;

THENCE N 88°18'08" W, with the South line of Section 9 and a graded county road, 1659.89 feet to a found 1/2" rod for the Southeast corner of the tract described as Tract II in Volume 9127, Page 100 LCOPR and the Southwest corner of the tract described in Volume 6999, Page 175, LCRPR for the Southwest corner of this tract;

THENCE N 01°50'38" E, along the East line of said Tract II, and the West line of tract described in Volume 6999, Page 175, LCRPR at 25 feet pass a found rod with cap (R.L. Smith), in all 3648.05 feet to a found rod with cap (R.L. Smith) for a corner of this tract;

THENCE S 88°12'27" E, at 12.16 feet pass a found 1/2" rod at the Northeast corner of the tract described in Volume 6999, Page 175, LCRPR and the Southwest corner of the 30 acre tract described in Volume 1739, Page 786, LCDR, in all 1352.34 feet to a found 1/2" rod for the Southeast corner of the 30 acre tract and a corner of this tract;

THENCE N 01°52'53" E, 975.62 feet to a found 1/2" rod for the Northeast corner of the 30 acre tract and a corner of this tract;

THENCE S 88°12'48" E, with the South line of the tracts described in Volume 1609, Page 691, Volume 1691, Page 697 and Volume 1609, Page 695, LCDR, and 660 feet South of the North line of Section 9, and along the South City Limits line as established by City of Lubbock Ordinance Number 2008-O0104, a distance of 910.22 feet to a found 5/8" iron pipe for the Southeast corner of the tract described in Volume 1609, Page 695, LCDR for a corner of this tract;

THENCE S 01°48'11" W, with the West line of the tract described in Lubbock County Clerk File 2009029984, a distance of 83.37 feet to a found 1/2" rod with orange cap marked RPLS 4460 at the Southwest corner of the tract described in Lubbock County Clerk File 2009029984 for a corner of this tract;

THENCE S 88°13'03" E, with the South line of the tract described in Lubbock County Clerk File 2009029984, at 340.01 feet pass a found 1/2" rod with orange cap, in all 390.01 feet to the PLACE of BEGINNING.

These Notes are based on a survey made on the ground.
J. M. Cieszinski RPLS # 4460
May 21, 2013(Revised September 15, 2014)

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.19, located at 5826 98th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

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

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

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

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **7. 9.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0148 for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase own the land up to University Avenue on the east and FM 1585 on the north. This scenario sets up a portion of the thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 287.318 acres

Petition - 287.318

Annexation Service Plan_287.318 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 287.318 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 287.318 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

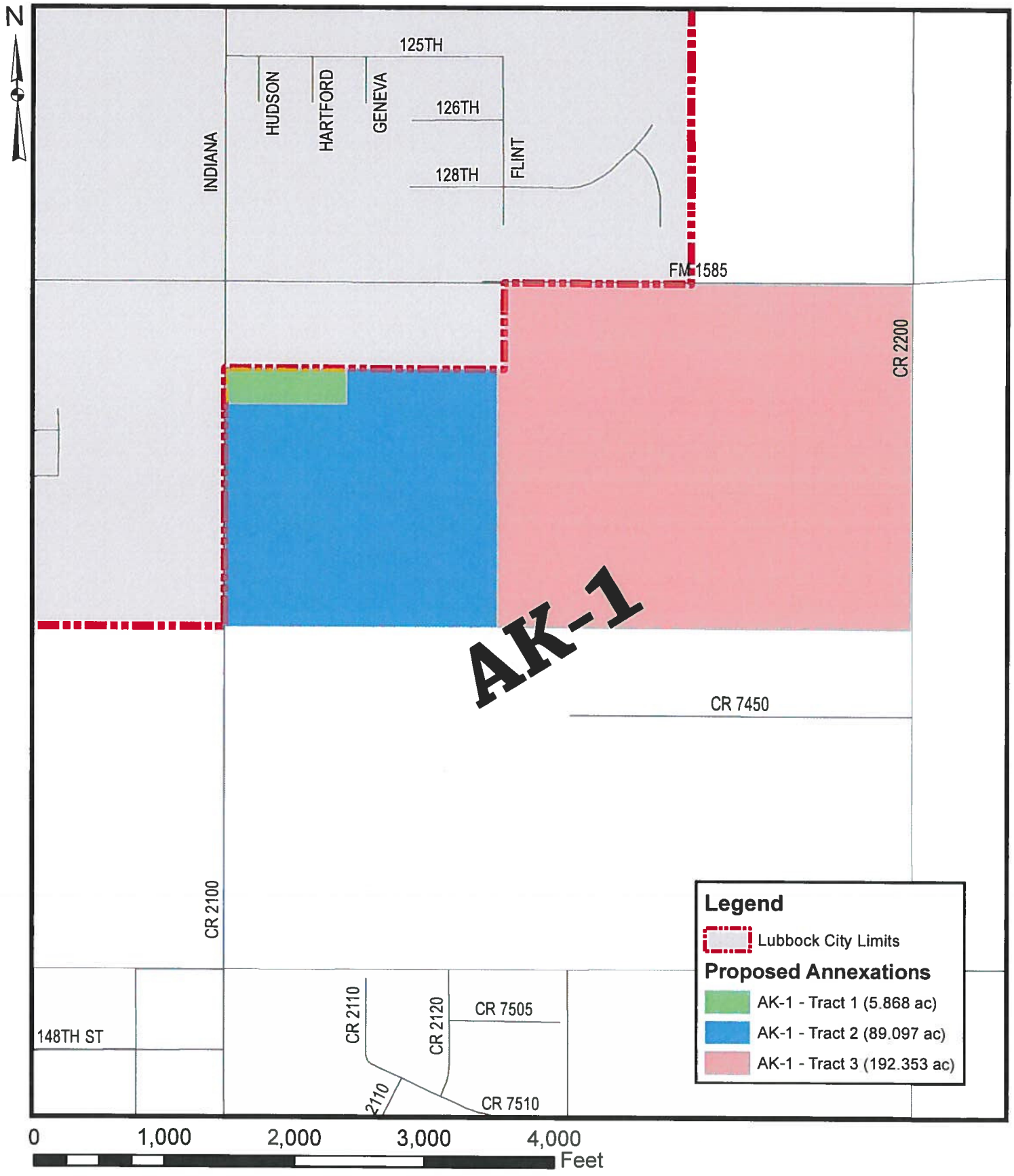
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Ord.Annex-Section 1, Block AK
October 9, 2014

Proposed Annexations in Section 1, Block AK

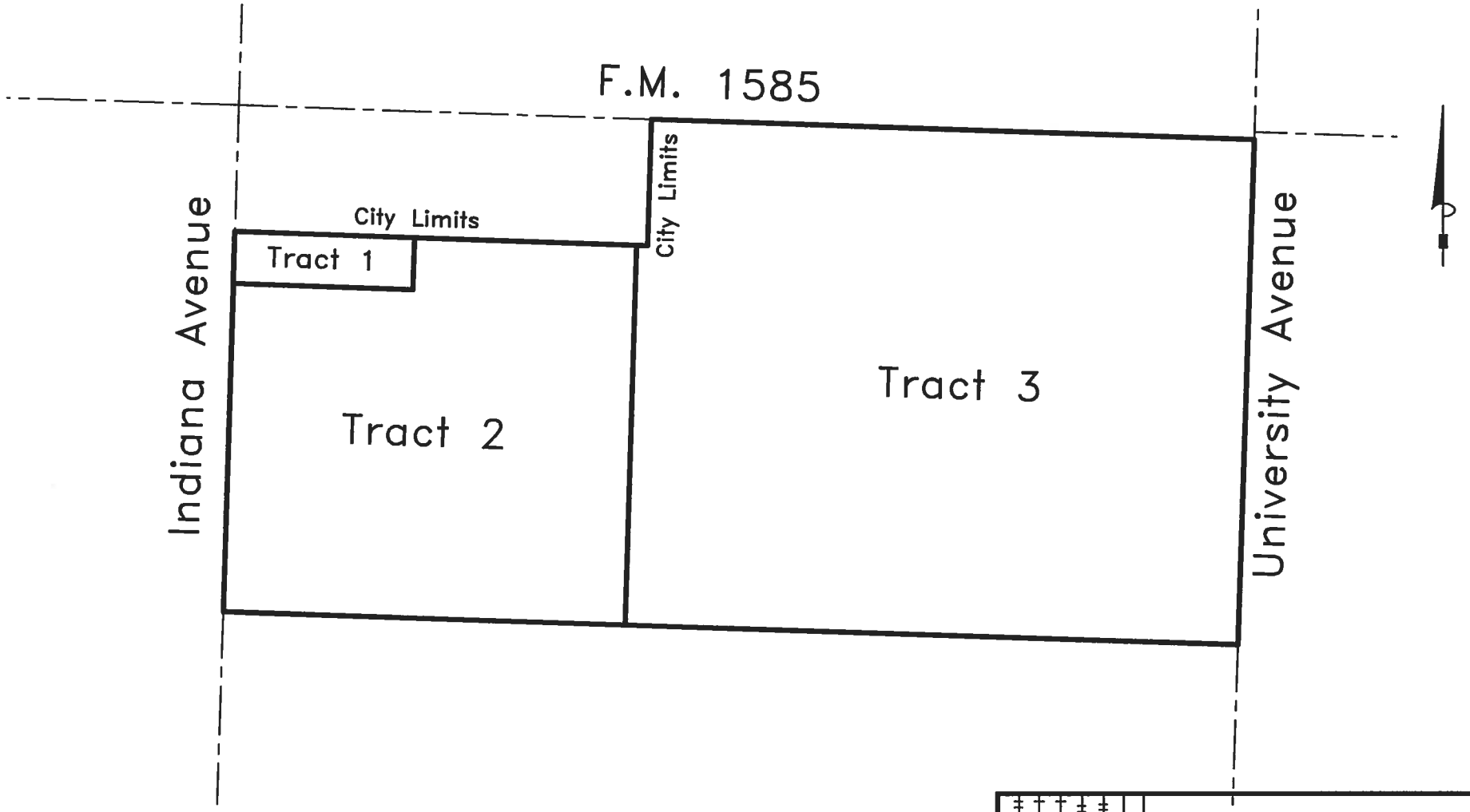


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City of Lubbock TEXAS

Annexation Key Map

Section 1, Block AK, F.M. 1585 From
University to Indiana



August 7, 2014
Scale: 1"=800'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 1\North Half Section 1 Block AK.dwg, 8/7/2014 4:13:51 PM, SHARP MX-2300N PCL6

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

1585 Development, LLC

By: _____
Thomas K. Payne, Manager

Happy State Bank

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of August, 2014, by Thomas K. Payne on behalf of 1585 Development, LLC.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

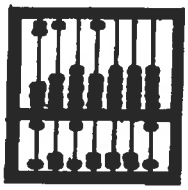
This instrument was acknowledged before me on the 5th day of August, 2014, by Bud Holmes on behalf of Happy State Bank.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

METES AND BOUNDS description prepared for Annexation purposes only on an 89.097 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 1" square pipe accepted as the Southwest corner of the North Half of Section 1 having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7234023.08, East 935657.16 for the Southwest corner of this tract;

THENCE N 01°46'06" E(Texas North Central Zone Bearing Basis), with the West line of Section 1 and in Indiana Avenue, along existing city limits established by City of Lubbock Ordinance Number 2008-O0085, 1707.53 feet to the Southwest corner of a 20.027 acre tract;

THENCE S 88°02'16" E, with the South line of the 20.027 acre tract, at 35.92 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460(hereinafter called Abacus Cap), in all 934.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°46'06" E, with the East line of the 20.027 acre tract, 274 feet to the Northerly Northwest corner of this tract being in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121;

THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121;a distance of 1156.45 feet to the Northeast corner of this tract;

THENCE S 01°46'06" W, with the East line of a 106.554 acre tract 1978.55 feet to a set Abacus Cap in the South line of the North Half of Section 1 for the Southeast corner of this tract;

THENCE N 88°07'10" W, with the South line of the North Half of Section 1, a distance of 2090.44 feet to the PLACE of BEGINNING and containing 89.097 acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

By: W. D. Vardeman
W. D. Vardeman

By: Raymond Dean Vardeman
Raymond Dean Vardeman

By: Wendell Keith Vardeman
Wendell Keith Vardeman

By: Holly Joy Vardeman Schellhase
Holly Joy Vardeman Schellhase

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by W. D. Vardeman.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Raymond Dean Vardeman.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Wendell Keith Vardeman.

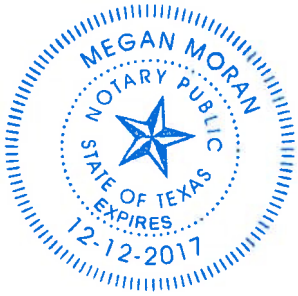


Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Holly Joy Vardeman Schellhase.



Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 1

METES AND BOUNDS description prepared for Annexation purposes only on a 5.868 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

COMMENCING at a found nail and washer(Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 for the Northwest corner of this tract;

THENCE S 88°02'16" E(Texas North Central Zone Bearing Basis), with the North line of Section 1 and the center of F.M. 1585, a distance of 934.00 feet;

THENCE S 01°46'06" W, with a Westerly line of a 106.669 acre tract at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 660.00 feet to the Northeast and beginning point of this tract;

THENCE S 01° 46'06" W, a distance of 274 feet, to the Southeast corner of this tract

THENCE N 88°02'16" W, with a Northerly line of the 106.669 acre tract, at 888.08 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 934.00 feet to the Southwest corner of this tract;

THENCE N 01°46'06" E, with the West line of Section 1 and in Indiana Avenue, 274.00 feet to a point in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2005-O0085;

THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2005-O0067 and Ordinance Number 2006-O0121; a distance of 934 feet to the PLACE of BEGINNING containing 5.868 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Tract 3

METES & BOUNDS description prepared for Annexation purposes only on a 192.353 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a point in the North line of Section 1 for the Northwest corner of this tract from which a found nail and washer (Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 bears N 88°02'16" W (Texas North Central Zone Bearing Basis), 2147 feet;

THENCE S 88°02'16" E, with the North line of Section 1 and the center of F.M. 1585, a distance of 3139.98 feet to the Northeast corner of this tract and along existing City Limits as established by City of Lubbock Ordinance Number 2013-O0075;

THENCE S 01°51'21" W, with the East line of Section 1 and the center of County Road 2200, a distance of 2633.43 feet to a found railroad spike accepted as the Southeast corner of the North Half of Section 1 and the Southeast corner of this tract;

THENCE N 88°07'53" W, with the South line of the North Half of Section 1, at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all a distance of 2641.30 feet;

THENCE N 88°07'10" W, a distance of 551.19 feet;

THENCE N 01°46'06" E, a distance of 1978.55 feet to a point in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121;

THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121, a distance of 56.55 feet;

THENCE N 01°46'06" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121, a distance of 660 feet to the PLACE of BEGINNING.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

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

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

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

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **7. 10.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0149 for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc owns the land up to centerline of Slide Road and west to the centerline of Chicago Avenue. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 187.275 acres

Petition - 187.275 acres

Annexation Service Plan_187.275 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 187.275 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 187.275 acre tract of land located in Section 8, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

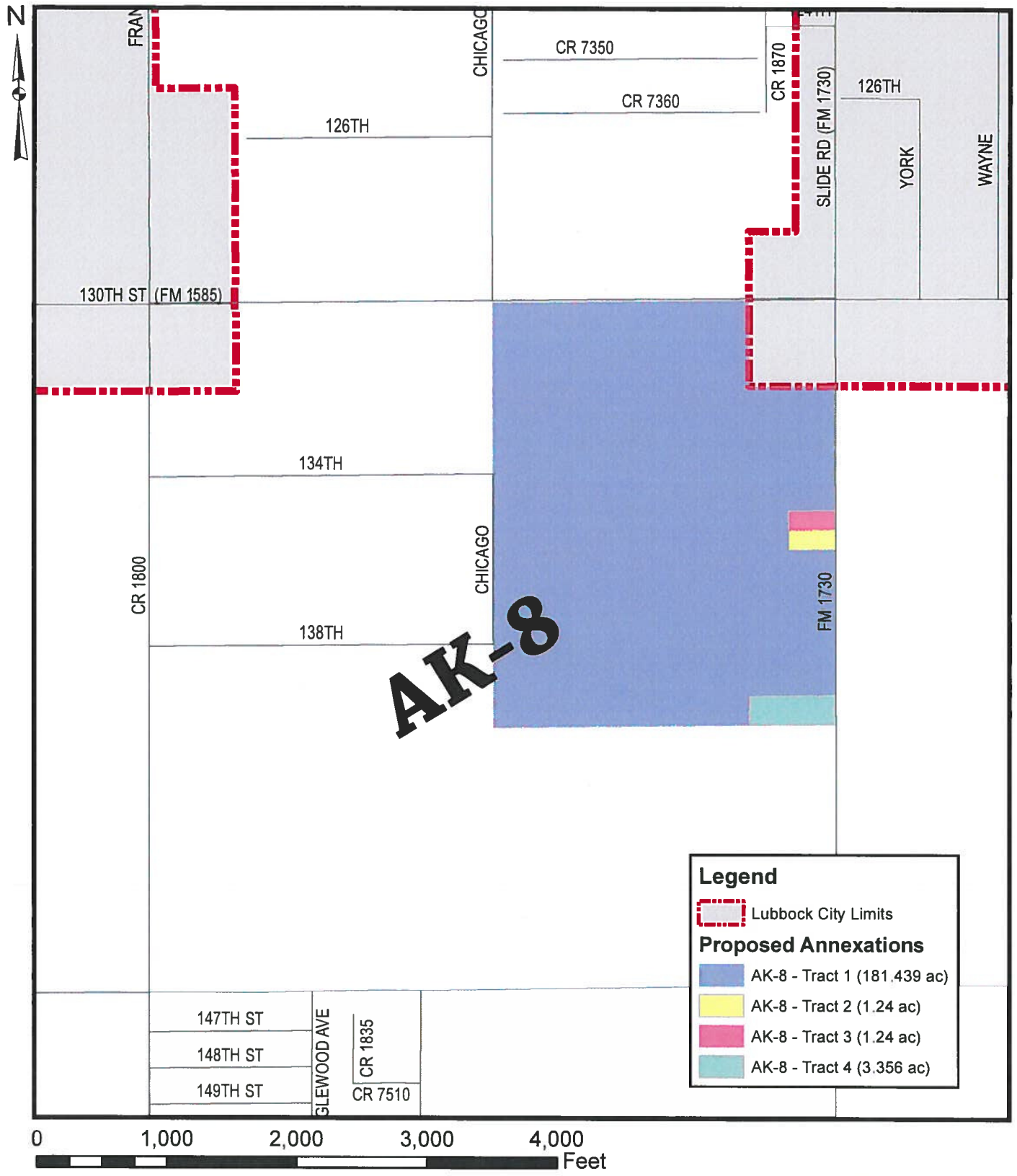
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

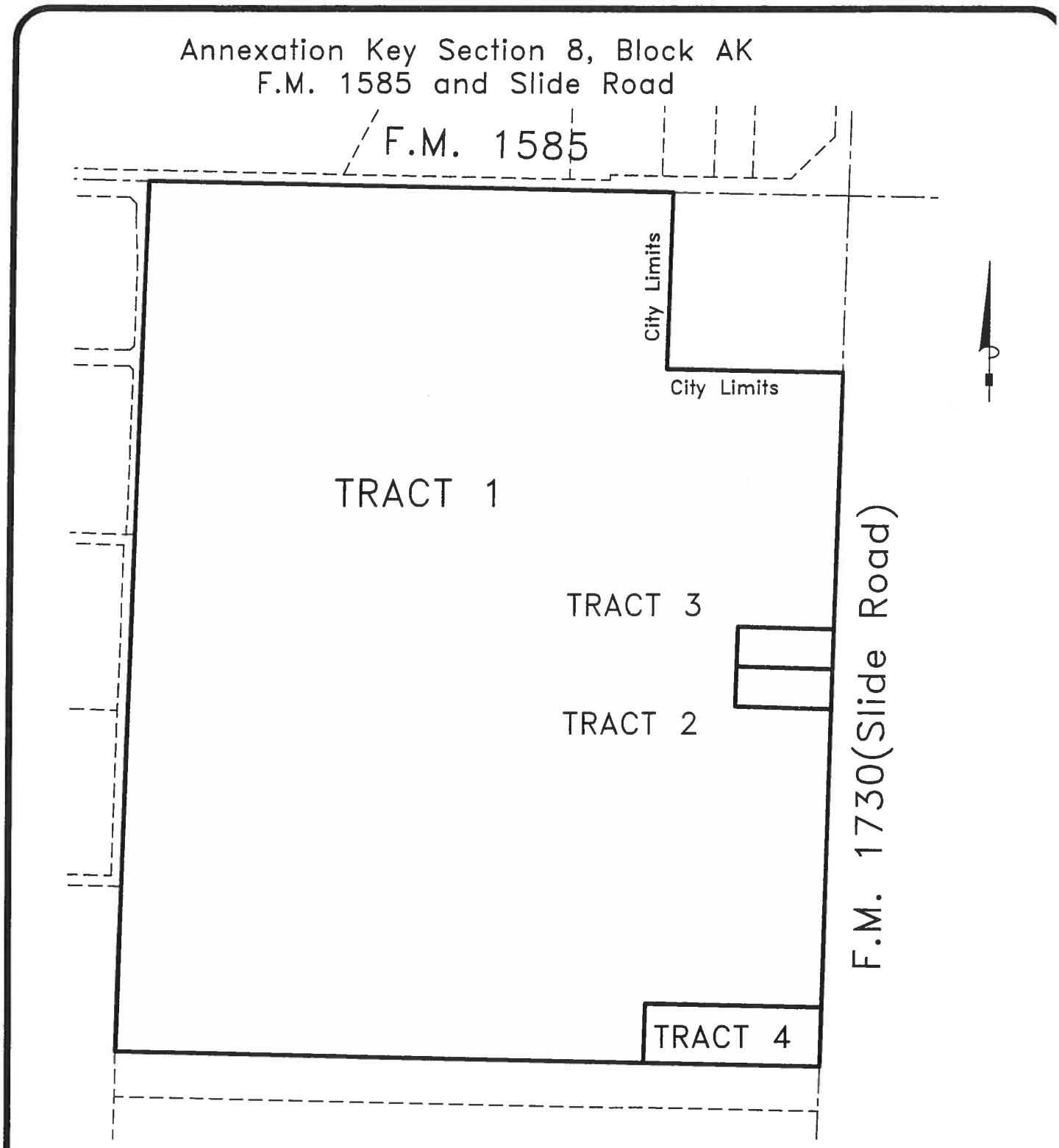
vw:ccdocs/Ord.Annex-Section 8, Block AK
October 9, 2014

Proposed Annexations in Section 8, Block AK



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City of Lubbock TEXAS



August 7, 2014
Scale 1" = 500'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 8\TOPO\PREPLATDECEMBER2013.dwg, 8/9/2014 10:30:45 AM, SHARP MX-2300N PCL6

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Slide & 1585, LLC

By: _____
Thomas K. Payne, Manager

Happy State Bank

By: _____
Jay C House, SVP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Thomas K. Payne on behalf of Slide & 1585, LLC.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Jay House, SVP on behalf of Happy State Bank.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Tract 1

BEGINNING at the most Easterly Southeast corner of this tract which bears S 01°42'47" W, 3035.54 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

THENCE S 01°42'48" W, 221.49 feet to a corner of this tract;

THENCE N 88°50'13" W, 1981.04 feet to a corner of this tract;

THENCE N 01°48'18" E, 3257.24 feet to a corner of this tract;

THENCE S 88°50'00" E, 1975.70 feet to a point in the existing city limits as established in City of Lubbock Ordinance Number 2005-O0067 for a corner of this tract;

THENCE S 01°42'47" W with the existing city limits line, as established in City of Lubbock Ordinance Number 2005-O0067 a distance of 660 feet to a corner of this tract;

THENCE S 88°50'00" E with the existing city limits line, as established in City of Lubbock Ordinance Number 2005-O0067 a distance of 660 feet to a corner of this tract;

THENCE S 01°42'47" W, 959.07 feet to a corner of this tract;

THENCE N 88°17'12" W, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 300.00 feet to a corner of this tract;

THENCE S 88°17'12" E, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 1116.27 feet to the PLACE of BEGINNING, containing 181.439 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Capricho Interiors, LLC

By: _____
James Blakeley, Manager

By: _____
Maria Blakeley, Manager

Vista Bank

By: _____
Landon Willess, VP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 6th day of August, 2014, by James and Maria Blakeley on behalf of Capricho Interiors, LLC.

SHAVONNE MARABLE
Notary Public, State of Texas
My Commission Expires
October 31, 2015

_____
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

STATE OF TEXAS

COUNTY OF LUBBOCK

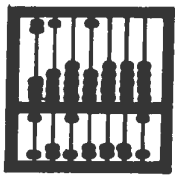
This instrument was acknowledged before me on the 6th day of August, 2014, by Landon Willess on behalf of Vista Bank.

_____
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

SHAVONNE MARABLE
Notary Public, State of Texas
My Commission Expires
October 31, 2015

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1769.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

JJ Miller Enterprises, LLC

By: Erica Miller
Erica Miller, Manager

Southwest Bank

By: Jon M. Stephens EVP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 11th day of August, 2014, by Erica Miller on behalf of JJ Miller Enterprises, LLC.

JANIE LEE STEPHENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-20-2016

Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 11th day of August, 2014, by Jon M. Stephens on behalf of Southwest Bank.

JANIE LEE STEPHENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-20-2016

Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Tract 3

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1619.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Cash Register Services, Inc.

By: _____

First Bank & Trust

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Brad Ralston on behalf of Cash Register Services, Inc.

MISTI ANN DUFFEY
Notary Public, State of Texas
My Commission Expires
June 22, 2016

_____
Notary Public in and for
The State of Texas
My Commission Expires: 6-22-16

STATE OF TEXAS

COUNTY OF LUBBOCK

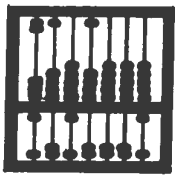
This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon on behalf of First Bank & Trust

MEGAN MORAN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-12-2017

_____
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 4

BEGINNING at the Southeast corner of this tract which bears S 01°42'47" W, 3257.03 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

THENCE N 01°42'48" E, 221.49 feet to a corner of this tract;

THENCE S 88°50'13" E, 660.09 feet to a corner of this tract;

THENCE S 01°42'47" W, 221.49 feet to the PLACE of BEGINNING, containing 3.356 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

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

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

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

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **7. 11.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0150 for annexation from George H. McMahan to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, George H. McMahan owns the land up to 114th and to Frankford, a portion of which is currently within the city limits.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 95.4 acres

Petition - 95.4 acres

Annexation Service Plan_95.4 acres_1

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 95.4 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 95.4 acre tract of land located in Section 24, Block E2, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

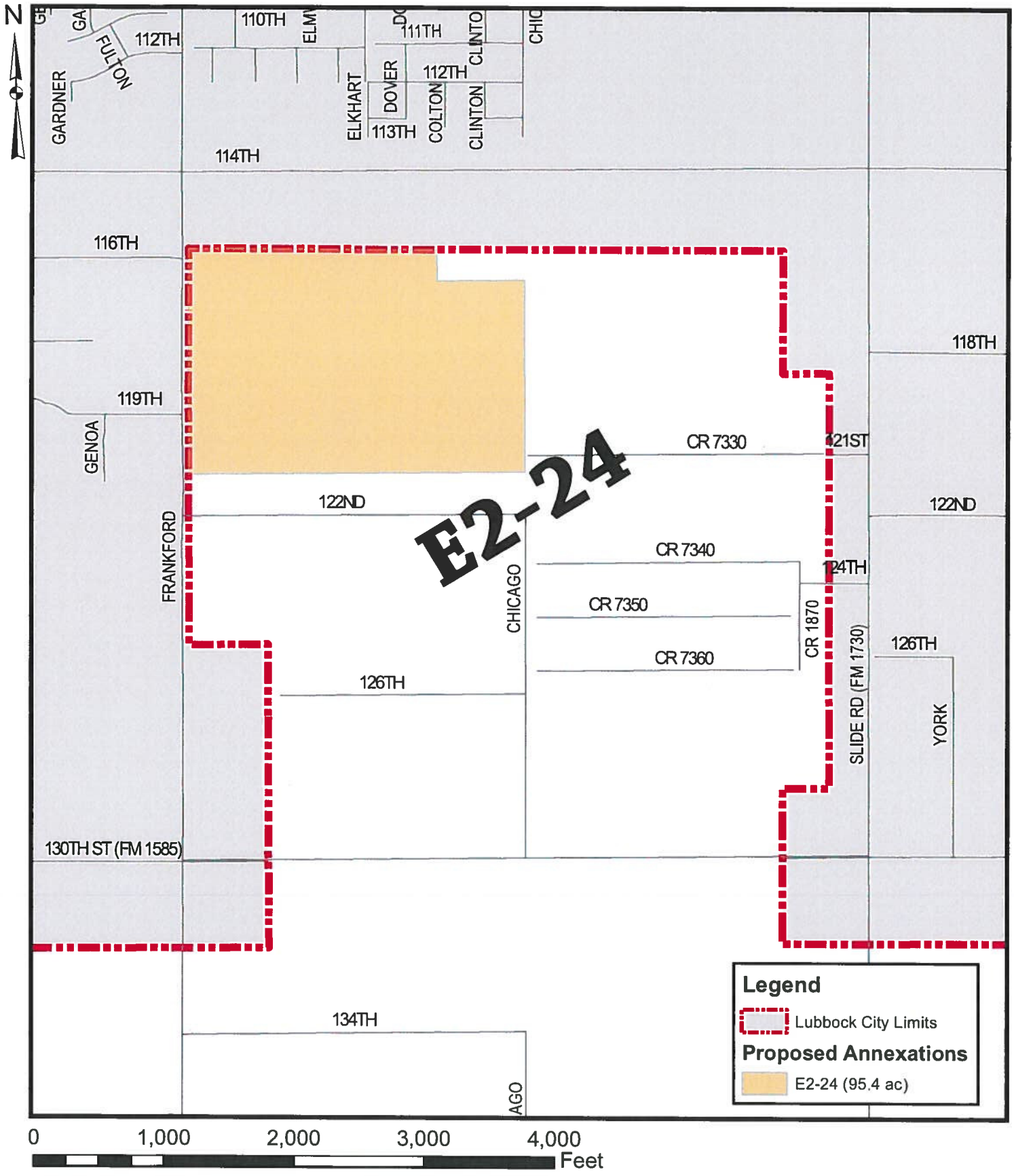
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Ord.Annex-Section 24, Block E2
October 9, 2014

Proposed Annexation in Section 24, Block E2



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City of Lubbock TEXAS

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owner of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes.

The northern approximate 600' frontage along FM 1585 (130th Street) is currently in the City Limits. I am petitioning for the remaining portion included within the described tract of land to be annexed.

I certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

George H. McMahon

T. H. Mahon

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12 **day of** August, 2014 **by** Amy N. Head **on behalf of**

Amy Nicole Head
Notary Public,
State of Texas
Expires:01-28-2018

Amy N. Head

Notary Public in and for
The State of Texas
My Commission expires: 2018

Field, Manning, Stone,
Hawthorne & Aycock P.C.

T. Mike Field
Nevill Manning
Stephen J. Stone ▲
Samuel J. Hawthorne ▲●◆
Robert A. (Andy) Aycock
W. J. Wade, Jr. ◆
Judson Paul (J. Paul) Manning
Anna McKim ●
Carrissa A. Cleavinger
Dax D. Voss ?

2112 Indiana Avenue, Lubbock, Texas 79410
Phone: 806-792-0810 Fax: 806-792-9148
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Board Certified by the Texas Board of Legal Specialization in
▲ Estate Planning & Probate Law ✦ Civil Trial Law
● Tax Law ■ Family Law
? Consumer and Commercial Law
◆ Also Licensed in New Mexico
☐ Also Licensed in Illinois

Kimberly Miller
TyScott Hamm ◆
Levi T. Siebenlist
Josh Rogers ☐
Cui Romo

Of Counsel:
Bill Harriger ✦

Writer's Email
mfield@lubbocklawfirm.com

July 8, 2014

City of Lubbock
Attn: Mayor and Governing Body
1625 13th Street
P.O. Box 2000
Lubbock, Texas 79457-0001

RE: Annexation to the City of Lubbock

Dear Sirs:

Attached to this letter is the legal description of an approximate 122.464 acre tract of land which I have been asked to examine ownership of in connection with a Petition for Voluntary Annexation being applied for as to this piece of property. After reviewing the applicable Official Real Property Records, I hereby find that the tract of land attached on Exhibit "A", is owned by George H. McMahan and no others. Should you need anything additional, please contact the undersigned.

Very truly yours,

T. Mike Field

TMF/cas

Enclosure

DESCRIPTION OF ANNEXED AREA

Beginning at a 1/2" iron rod, found in the present City Limits lines, as established by City of Lubbock Ordinance No. 2008-00104, said point being approximately 55 feet East and 2314 feet South of Northwest corner of Section 24, Block E-2, Lubbock County, Texas;

Thence S88°45'59"E, approximately a distance of 2586.87 feet to a 1/2" iron rod, found for the Southeast corner of this tract;

Thence N01°44'28"E, approximately a distance of 1468.27 feet to a 1/2" iron rod with red cap (Smith), found for the most Easterly Northeast corner of this tract;

Thence N88°45'36"W, approximately a distance of 673.42 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence N01°47'46"E, approximately 240.0 feet to a point in the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, for the most Northerly Northeast corner of this tract;

Thence Westerly, along the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, approximately 1916.0 feet to a point in the present City Limits line, as established by City of Lubbock Ordinance No. 2008-00104, for the Northwest corner of this tract;

Thence Southerly, along the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, approximately 1710.0 feet to the Point of Beginning, containing approximately 95.4 acres.

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.19, located at 5826 98th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

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

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

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

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

Regular City Council Meeting **7. 12.**

Meeting Date: 12/04/2014

Information

Agenda Item

Ordinance Amendment 1st Reading – Water Utilities: Consider an Ordinance Amendment to Chapter 22.08 of the Code of Ordinances related to the City's Water Conservation and Drought Contingency Plans.

Item Summary

Staff has updated the City's Water Use Management Plan consisting of the Water Conservation and Drought Contingency Plans. The update is required by the Texas Commission on Environmental Quality (TCEQ) to meet current regulations. The TCEQ requires holders of municipal water rights of 1,000 acre-feet per year or more to submit Plans which meet the requirements of Title 30 Texas Administrative Code (TAC) Chapter 288. According to the TAC, Water Conservation and Drought Contingency Plans must be updated every five years to coincide with the regional water planning cycle. At the time of each update, new five and ten-year water conservation targets must be established. Although the City's current plan was adopted in July 2010, the proposed updates to the Plan will coincide with the 2015 update to the Llano Estacado (Region O) Water Plan. The next required update to the Plan will be in 2019.

The changes to the Plans include minor administrative changes and clarifications, updated sources of water supply, and revised water conservation goals. Both Plans are organized to comply with the TCEQ outline for water conservation and drought plans.

This amendment to Section 22.08 of the Water Code authorizes the proposed changes to the City's Water Use Management Plan.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works
Lubbock Water Advisory Commission

Attachments

WaterUse-OrdinanceAmendment
WaterUse-OrdinanceAmend-Redlines

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE WATER USE MANAGEMENT PLAN OF THE CITY OF LUBBOCK; POPULATION AND CONSUMPTION FIGURES; WATER SYSTEM DESCRIPTIONS; THE WATER CONSERVATION PLAN OF THE CITY OF LUBBOCK INCLUDING CONSUMPTION FIGURES AND GOALS; METERING OF DIVERTED WATER; RESTRICTIONS ON LANDSCAPE IRRIGATION, AESTHETIC, AND NON-ESSENTIAL WATER USAGE UNDER DROUGHT RESPONSE STAGES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.08.001(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.08.001 Introduction

(a) The city is located in Lubbock County in the Texas Panhandle and is the eleventh largest city in the state and the largest city in West Texas. The city's population was estimated by the city planning department to be 242,843 in 2014. According to the Llano Estacado (Region 0) Regional Water Plan, the city's population is expected to increase to almost 232,000 by 2025, while the city's planning department estimates the most probable population to be almost 278,000 by 2025. The city is situated in a semi-arid region that requires more water per capita for landscape irrigation than in many other parts of the state. Evidence of landscape irrigation demand is apparent when comparing the average winter water usage of 121 gallons per capita per day (gpcd) to the average summer water usage of 192 gpcd. In response to this, recent city efforts on water conservation have focused on techniques to reduce the amount of water used in landscape irrigation.

SECTION 2. THAT Section 22.08.002 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.08.002 System description

(a) The city water system currently utilizes three separate water supply sources. During 2014, approximately 60% of the city's annual water usage will be supplied from the Canadian River Municipal Water Authority (CRMWA). Lubbock is a member city of the CRMWA. Water supplied from CRMWA is a blend of surface water and groundwater. The surface water source is Lake Meredith and the ground water source is the CRMWA well field located in Roberts County. The supply capacity of this system to

Lubbock is 42 million gallons per day (MGD). This blended supply is treated at the Lubbock North Water Treatment Plant in Lubbock. The treatment plant is a conventional water treatment plant, and treats water for the city and for six other CRMWA southern division member cities: Slaton, Tahoka, O'Donnell, Lamesa, Levelland and Brownfield. CRMWA supplies the raw water to these cities.

(b) The city provides water treatment services only to these cities. These cities reimburse Lubbock for their respective portions of the water treatment cost. CRMWA operates a 250 million gallon capacity raw water reservoir located near the treatment plant. The city owns and operates a 400 million gallon raw water storage reservoir located adjacent to the CRMWA reservoir. This reservoir is used during summertime peak water use periods to supplement the normal supply from CRMWA. Its peak supply capacity is 25 MGD.

(c) During 2014, approximately 20% of the city's annual water usage will be supplied from a well field located in Bailey and Lamb Counties, which is owned and operated by the city of Lubbock. This well field is commonly referred to as the Bailey County Well Field (BCWF), and is made up of 165 production wells. All groundwater from this source is treated at a central location in the well field. Disinfection is the only treatment required for this source. The supply capacity of this system is 40 MGD.

(d) During 2014, approximately 20% of the city's annual water usage will be supplied from Lake Alan Henry located 60 miles southeast of Lubbock in Garza and Kent Counties. The supply capacity of this system to Lubbock is 15 MGD. The water pumped from Lake Alan Henry is treated at the Lubbock South Water Treatment Plant near Lubbock.

(e) The city water distribution system contains approximately 1,471 miles of pipeline mains, 12 pump stations, 12 ground storage tanks totaling 64.5 million gallons, 4 conventional elevated storage tanks totaling 4.15 million gallons, and the BCWF pipeline that functions as an unconventional elevated storage system totaling 11.0 million gallons.

(f) The city sells water on a wholesale basis to six separate public water supply systems, the City of Shallowater, Lubbock Reese Redevelopment Authority, Lubbock County Water Control & Improvement District No. 1 (also known as Buffalo Springs Lake community), the Town of Ransom Canyon, the City of Littlefield, and the City of New Deal. The water is supplied to the City of Littlefield only for infrequent emergency use. The water supplied to the City of New Deal is water purchased from the City of Slaton by the City of New Deal and delivered through the City of Lubbock water distribution system, for which Lubbock charges only a delivery fee.

SECTION 3. THAT Section 22.08.034 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.08.034 Conservation goals

(a) The city's water conservation goals are to:

(1) Provide an adequate supply of suitable treated water to meet the needs of its retail and wholesale customers; and

(2) Encourage its wholesale customers to adopt and implement water conservation plans that will reduce their per capita water use rates.

(b) The city's wholesale customer water conservation program is predicated on the fact that the implementation of conservation measures must occur largely at the local level. Due to this fact, the city's wholesale program is focused on encouraging and supporting initiatives by its wholesale customers.

(c) TCEQ rules require that water conservation plans contain specific, quantifiable five- and ten-year goals for use in gallons per capita per day. The goals established as part of this plan are not enforceable. The gpcd calculation, as defined by TCEQ, is the total average daily amount of water diverted or pumped for treatment by potable uses divided by the population served.

(d) In order to set a per capita goal for municipal water conservation, baseline per capita water use was determined from the average per capita water use from 2009 to 2013 as determined by the city. In order to determine these values, the city uses total water pumped from all sources divided by the estimated city population as determined by the city's planning department. This resulted in an average value reflecting both wet and dry years. The average per capita use from 2009 to 2013 was 153 gpcd with a high of 178 gpcd in 2011 and a low of 140 gpcd in 2009. This average per capita use rate is less than the target rate of 172 gpcd recommended by the Llano Estacado Regional Water Planning Group, but greater than the target rate of 140 gpcd recommended by the state water conservation task force. The water conservation task force recommends a one percent per year reduction until the target of 140 gpcd is reached; however, in light of the fact that the city has already achieved a significant conservation response, the goals for this plan were developed utilizing a 0.5% per year reduction in per capita water use. This results in a per capita goal for year 2019 of 150 gpcd and a year 2024 goal of 147 gpcd. This reflects a reduction of 0.5% per year from the 155 gpcd in 2013. .

(e) This methodology is similar to that used in the city's previous water conservation plan adopted in 2010. The former and current plans use a 0.5% per year reduction in per capita water use goal. The new goals established under this revised plan are similar to those previously established.

(f) In addition to the per capita water use goal above, the city has set a maximum water loss water goal of 10% for the retail water delivery system for both 2019 and 2024. This would correspond to a loss rate of 15 gpcd in 2019 and 14.6 gpcd in 2024. This goal is a benchmark established by the TCEQ for water loss.

SECTION 4. THAT Section 22.08.035 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.08.035 Metering water diverted from the source of supply

The city meters the amount of raw water pumped from the BCWF, Lake Alan Henry, and from the CRMWA supply using meters that are maintained to record flow with an accuracy of plus or minus 5.0%. The amount of water delivered to each wholesale water customer is also metered by the city.

SECTION 5. THAT Section 22.08.079(1)(c)(vi) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(vi) New plant material may be irrigated on a more frequent basis until the new plant material is established as defined in section 22.03.133(a)(4) related to the operation of irrigation systems.

SECTION 6. THAT Section 22.08.079(2)(c)(iv) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(iv) Water customers will refrain from or significantly limit aesthetic and non-essential water use as defined in section 22.08.003. Water shall not be used to wash down hard surfaced areas, including, without limitation, sidewalks, parking lots, gutters, and patios. Water shall not be used for dust control. However, water may be used for construction or to clean surfaces for painting.

SECTION 7. THAT Section 22.08.079(2)(c)(vii) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(vii) New plant material may be irrigated on a more frequent basis until the new plant material is established as defined in section 22.03.133(a)(4) related to the operation of irrigation systems.

SECTION 8. THAT Section 22.08.079(3)(c)(iii) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(iii) Water customers will refrain from aesthetic and non-essential water use as defined in section 22.08.003. Water shall not be used to wash down hard surfaced areas, including, without limitation, sidewalks, parking lots, gutters, and patios. Water shall not be used for dust control. Pools and hot tubs may not be filled or drained and refilled.

SECTION 9. THAT Section 22.08.079(4)(c)(i) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(i) All aesthetic and non-essential water use, as defined in section 22.08.003, including landscape irrigation use, is prohibited except where necessary to protect the health, safety, and welfare of the public. No new landscape material may be installed.

SECTION 10. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1-4 of the Code of Ordinances of the City of Lubbock.

SECTION 11. 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 12. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 13. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ___ day of _____, 2014.

Passed by the City Council on second reading this ___ day of _____, 2014.

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Ord.Water Use Management Plan Amend
11.17.14

Item ____ (Sections Affected)

ARTICLE 22.08 WATER USE MANAGEMENT PLAN

Division 1. Generally

Sec. 22.08.001 Introduction

(a) The city is located in Lubbock County in the Texas Panhandle and is the eleventh largest city in the state and the largest city in West Texas. The city's population was estimated by the city planning department to be ~~219,643~~ 242,843 in ~~2010~~ 2014. According to the Llano Estacado (Region 0) Regional Water Plan, the city's population is expected to increase to almost ~~228,000~~ 232,000 by ~~2020~~ 2025, while the city's planning department estimates the most probable population to be ~~231,730~~ almost 278,000 by ~~2020~~ 2025. The city is situated in a semi-arid region that requires more water per capita for landscape irrigation than in many other parts of the state. Evidence of landscape irrigation demand is apparent when comparing the average winter water usage of ~~135~~ 121 gallons per capita per day (gpcd) to the average summer water usage of ~~227~~ 192 gpcd. In response to this, recent city efforts on water conservation have focused on techniques to reduce the amount of water used in landscape irrigation.

(b) This water use management plan - water conservation plan and drought and emergency contingency plan pertains to the use of water by both the city's retail and wholesale water customers, and is intended to meet the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB).

(Ordinance 2010-O0055 adopted 7/22/2010)

Sec. 22.08.002 System description

(a) The city water system currently utilizes ~~two~~ three separate water supply sources. During ~~2010~~ 2014, approximately ~~80~~ 60% of the city's annual water usage will be supplied from the Canadian River Municipal Water Authority (CRMWA). Lubbock is a member city of the CRMWA. Water supplied from CRMWA is a blend of surface water and groundwater. The surface water source is Lake Meredith and the ground water source is the CRMWA well field located in Roberts County. The supply capacity of this system to Lubbock is 42 million gallons per day (MGD). This blended supply is treated at the Lubbock North Water Treatment Plant in Lubbock. The treatment plant is a conventional water treatment plant, and treats water for the city and for six other CRMWA southern division member cities: Slaton, Tahoka, O'Donnell, Lamesa, Levelland and Brownfield. CRMWA supplies the raw water to these cities.

(b) The city provides water treatment services only to these cities. These cities reimburse Lubbock for their respective portions of the water treatment cost. CRMWA operates a 250 million gallon capacity raw water reservoir located near the treatment plant. The city owns and operates a 400 million gallon raw water storage reservoir located adjacent to the CRMWA reservoir. This reservoir is used during summertime peak water use periods to supplement the normal supply from CRMWA. Its peak supply capacity is 25 MGD.

(c) During ~~2010~~ 2014, approximately 20% of the city's annual water usage will be supplied from a well field located in Bailey and Lamb Counties, which is owned and operated by the city of Lubbock. This well field is commonly referred to as the Bailey County Well Field (BCWF), and is made up of 165 production wells. All groundwater from this source is treated at a central location in the well field. Disinfection is the only treatment required for this source. The supply capacity of this system is 40 MGD.

(d) During 2014, approximately 20% of the city's annual water usage will be supplied from Lake Alan Henry located 60 miles southeast of Lubbock in Garza and Kent Counties. The supply capacity of this system to Lubbock is 15 MGD. The water pumped from Lake Alan Henry is treated at the Lubbock South Water Treatment Plant near Lubbock.

(~~d~~e) The city water distribution system contains approximately 1,471 miles of pipeline mains, 12 pump stations, 12 ground storage tanks totaling 64.5 million gallons, 4 conventional elevated storage tanks totaling 4.15 million gallons, and the BCWF pipeline that functions as an unconventional elevated storage system totaling 11.0 million gallons.

(~~e~~f) The city sells water on a wholesale basis to six separate public water supply systems, the City of Shallowater, Lubbock Reese Redevelopment Authority, Lubbock County Water Control & Improvement District No. 1 (also known as Buffalo Springs Lake community), the Town of Ransom Canyon, the City of Littlefield, and the City of New Deal. The water is supplied to the City of Littlefield only for infrequent emergency use. The water supplied to the City of New Deal is water purchased from the City of Slaton by the City of New Deal and delivered through the City of Lubbock water distribution system, for which Lubbock charges only a delivery fee.

(Ordinance 2010-O0055 adopted 7/22/2010)

Division 2. Water Conservation Plan

Sec. 22.08.034 Conservation goals

(a) The city's water conservation goals are to:

(1) Provide an adequate supply of suitable treated water to meet the needs of its retail and wholesale customers; and

(2) Encourage its wholesale customers to adopt and implement water conservation plans that will reduce their per capita water use rates.

(b) The city's wholesale customer water conservation program is predicated on the fact that the implementation of conservation measures must occur largely at the local level. Due to this fact, the city's wholesale program is focused on encouraging and supporting initiatives by its wholesale customers.

(c) TCEQ rules require that water conservation plans contain specific, quantifiable five- and ten-year goals for use in gallons per capita per day. The goals established as part of this plan are not

enforceable. The gpcd calculation, as defined by TCEQ, is the total average daily amount of water diverted or pumped for treatment by potable uses divided by the population served.

(d) In order to set a per capita goal for municipal water conservation, baseline per capita water use was determined from the average per capita water use from ~~2005~~ 2009 to ~~2009~~ 2013 as determined by the city. In order to determine these values, the city uses total water pumped from all sources divided by the estimated city population as determined by the city's planning department. This resulted in an average value reflecting both wet and dry years. The average per capita use from ~~2005~~ 2009 to ~~2009~~ 2013 was ~~155~~ 153 gpcd with a high of ~~177~~ 178 gpcd in ~~2006~~ 2011 and a low of ~~136~~ 140 gpcd in ~~2007~~ 2009. This average per capita use rate is less than the target rate of 172 gpcd recommended by the Llano Estacado Regional Water Planning Group, but greater than the target rate of 140 gpcd recommended by the state water conservation task force. The water conservation task force recommends a one percent per year reduction until the target of 140 gpcd is reached; however, in light of the fact that the city has already achieved a significant conservation response, the goals for this plan were developed utilizing a 0.5% per year reduction in per capita water use. This results in a per capita goal for year ~~2015~~ 2019 of 150 ~~150~~ gpcd and a year ~~2020~~ 2024 goal of ~~146~~ 147 gpcd. This reflects a reduction of 0.5% per year from the 155 gpcd in 2013. ~~the current average of 155 gpcd~~.

(e) This methodology is similar to that used in the city's previous water conservation plan adopted in ~~2006~~ 2010. The former and current plans use a 0.5% per year reduction in per capita water use goal. ~~The previous plan started with an average daily usage of 190 gpcd and included goals to reduce that by approximately 5% over a five-year period for a 2011 goal of 180 gpcd, by approximately 10% over a ten-year period for a 2016 goal of 170 gpcd, and by approximately 15% over a 14-year period for a 2020 goal of 160 gpcd.~~ The new goals established under this revised plan are ~~are much lower~~similar to ~~than~~ those previously established ~~due to starting with a lower base-year per capita value, which is based on data from recent years~~.

(f) In addition to the per capita water use goal above, the city has set a maximum water loss water goal of 10% for the retail water delivery system for both ~~2015~~ 2019 and ~~2020~~ 2024. This would correspond to a loss rate of ~~16.2~~ 15 gpcd in ~~2015~~ 2019 and ~~15.4~~ 14.6 gpcd in ~~2020~~ 2024. This goal is a benchmark established by the TCEQ for water loss.

(Ordinance 2010-O0055 adopted 7/22/2010)

Sec. 22.08.035 Metering water diverted from the source of supply

The city meters the amount of raw water pumped from ~~both~~ the BCWF, Lake Alan Henry, and from the CRMWA supply using meters that are maintained to record flow with an accuracy of plus or minus 5.0%. The amount of water delivered to each wholesale water customer is also metered by the city. (Ordinance 2010-O0055 adopted 7/22/2010)

Division 3. Drought and Emergency Contingency Plan

Sec. 22.08.079 Drought response stages

The city manager, or his/her designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in section 22.08.078 above, shall determine that mild, moderate, or severe water shortage conditions exist or that an emergency condition exists and shall implement the following actions. The city shall notify the executive director of the TCEQ within five business days of the implementation of any mandatory provisions of the plan.

(1) Stage 1 - mild water shortage conditions.

(A) Target. Reduce water use to less than 90% of the city's maximum daily supply capacity.

(B) Best management practices for supply management.

(i) The city may reduce or discontinue the flushing of water mains as well as utilize reclaimed water for non-potable purposes where practicable.

(ii) Wholesale customers are required in specific contract provisions to implement these measures as well as any other measures specified in the wholesale supply contract to better manage a limited water supply. Contract provisions requiring wholesale customers to implement mandatory drought restrictions consistent with the city will be added into any new contract or contract revision.

(C) Water use restrictions for reducing demand.

(i) Landscape irrigation is restricted to two days per week. The city manager or his/her designee may, after notice to the citizens of the city, designate irrigation schedules.

(ii) Irrigation shall provide a maximum of 1.5 inches per zone per week.

(iii) Irrigation shall occur without significant water runoff, which can be accomplished by correctly cycling the sprinkler system and allowing time for the water to soak into the landscape between irrigation events.

(iv) All city operations shall adhere to the water use restrictions.

(v) Hand watering for landscape irrigation purposes is allowed on a daily basis regardless of the time of year.

(vi) New plant material may be irrigated on a more frequent basis until the new plant material is established as defined in section 22.03.133(a)(4) related to the operation of irrigation systems.

(vii) The city manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate voluntary measures to reduce water use (i.e., implement stage 1 of the customer's drought contingency plan).

(2) Stage 2 - moderate water shortage conditions.

(A) Target. Reduce water use to less than 80% of the city's maximum daily supply capacity.

(B) Best management practices for supply management.

(i) The city will reduce or discontinue the flushing of water mains as well as utilize reclaimed water for non-potable purposes where practicable.

(ii) Wholesale customers are required in specific contract provisions to implement these measures as well as any other measures specified in the wholesale supply contract to better manage a limited water supply. Contract provisions requiring wholesale customers to implement mandatory drought restrictions consistent with the city will be added into any new contract or contract revision.

(C) Water use restrictions for reducing demand.

(i) Landscape irrigation is restricted to one day per week. The city manager, or his/her designee, after notice to the citizens of the city, may designate an irrigation watering schedule.

(ii) Irrigation shall provide a maximum of 1.5 inches per zone per week.

(iii) Irrigation shall occur without significant water runoff, which can be accomplished by correctly cycling the sprinkler system and allowing time for the water to soak into the landscape between irrigation events.

(iv) Water customers will refrain from or significantly limit aesthetic and non-essential water use as defined in section 22.08.003. Water shall not be used to wash down hard surfaced areas, including, without limitation, sidewalks, parking lots, gutters, and patios. Water shall not be used for dust control. However, water may be used for construction or to clean surfaces for painting.

(v) All city operations shall adhere to the water use restrictions.

(vi) Hand watering for landscape irrigation purposes is allowed on a daily basis regardless of the time of year.

(vii) New plant material may be irrigated on a more frequent basis until the new plant material is established~~.~~ as defined in section 22.03.133(a)(4) related to the operation of irrigation systems.

(viii) The city manager, or his/her designee, will request wholesale water customers to initiate mandatory measures to reduce nonessential water use (i.e., implement stage 2 of the customer's drought contingency plan).

(3) Stage 3 - severe water shortage conditions.

(A) Target. Reduce water use to less than 70% of the city's maximum daily supply capacity.

(B) Best management practices for supply management.

(i) The city will reduce or discontinue the flushing of water mains as well as utilize reclaimed water for non-potable purposes where practicable.

(ii) Wholesale customers are required in specific contract provisions to implement these measures as well as any other measures specified in the wholesale supply contract to better manage a limited water supply. Contract provisions requiring wholesale customers to implement mandatory drought restrictions consistent with the city will be added into any new contract or contract revision.

(C) Water use restrictions for reducing demand.

(i) Irrigation shall occur without significant water runoff, which can be accomplished by correctly cycling the sprinkler system and allowing time for the water to soak into the landscape between irrigation events.

(ii) Landscape irrigation shall not occur more than one day per month and not for more than 1.5 inches per zone. The city manager, or his/her designee, may designate the irrigation schedule.

(iii) Water customers will refrain from aesthetic and non-essential water use as defined in section 22.08.003. Water shall not be used to wash down hard surfaced areas, including, without limitation, sidewalks, parking lots, gutters, and patios. Water shall not be used for dust control. Pools and hot tubs may not be filled or drained and refilled.

(iv) Use of water from fire hydrants shall be limited to firefighting or other related activities necessary to maintain public health, safety, and welfare. Under the direction of the city manager, use of water from fire hydrants for construction purposes may be allowed by permit.

(v) All city operations shall adhere to the water use restrictions.

(vi) Hand watering for landscape irrigation purposes is allowed on a daily basis regardless of the time of year.

(viii) The city manager, or his/her designee, will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (i.e., implement stage 3 of the customer's drought contingency plan).

(4) Stage 4 - emergency water shortage conditions.

(A) Target. Reduce water use to less than 50% of the city's maximum daily supply capacity.

(B) Best management practices for supply management.

(i) The city will discontinue the flushing of water mains, discontinue the irrigation of public landscaped areas, and will utilize reclaimed water for non-potable purposes where practicable.

(ii) In addition, in the event of a large-scale system failure or if the source water supply is contaminated, the city may truck in additional fresh water supplies as appropriate.

(iii) Wholesale customers are required in specific contract provisions to implement these measures as well as any other measures specified in the wholesale supply contract to better manage a limited water supply. Contract provisions requiring wholesale customers to implement mandatory drought restrictions consistent with the city will be added into any new contract or contract revision.

(C) Water use restrictions for reducing demand.

(i) All aesthetic and non-essential water use (as defined in section 22.08.003), including landscape irrigation use, is prohibited except where necessary to protect the health, safety, and welfare of the public. No new landscape material may be installed.

(ii) All city operations will adhere to the water use restrictions.

(iii) The city may reduce water system pressure to conserve water.

(iv) All wholesale water customers will be encouraged to implement stage 4 of their drought contingency plans.

(D) In addition, whenever emergency water shortage conditions exist as defined in section 22.08.078 of the plan, the city manager, or his/her designee(s), shall:

(i) Assess the severity of the problem and identify the actions needed and the time required to solve the problem;

(ii) Inform the utility director or other responsible official of each wholesale water customer by telephone, email, or in person and suggest actions, as appropriate to alleviate problems (i.e., notification of the public to reduce water use until service is restored);

(iii) If appropriate, notify city, county, and/or state emergency response officials for assistance;

(iv) Undertake necessary actions, including repairs and/or clean-up as needed; and

(v) Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

(Ordinance 2010-O0055 adopted 7/22/2010; Ordinance 2012-O0022, secs. 1–2, adopted 3/29/2012)

Regular City Council Meeting **7. 13.**

Meeting Date: 12/04/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Appointments Advisory Board, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Libraries Board, one appointment to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Market Lubbock, Inc. Board of Directors, and one appointment to Permit & License Appeal Board.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Regular City Council Meeting **7. 14.**

Meeting Date: 12/04/2014

Information

Agenda Item

Discuss the use and utilization of various City facilities located within the City of Lubbock, whether leased or owned, including but not limited to, the City Hall Building, the Police Department and Municipal Court Building (Municipal Square) and the building located at 1206 14th Street (formerly known as the Omni Building), and those facilities set forth in Item 2.1.1, and take possible action to give direction to the City Manager in regard to the use and utilization of City facilities.

Item Summary

As stated above.

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.