

AN ORDINANCE 2008-01-10-0012

APPROVING THE ACQUISITION OF A 0.1856 ACRE PARCEL OF LAND ADJACENT TO THE SAN ANTONIO BOTANICAL GARDEN AS PART OF THE SAN ANTONIO BOTANICAL SOCIETY FUNDING AGREEMENT.

* * * * *

WHEREAS, the San Antonio Botanical Society (SABS) is a 501 (c) (3) non-profit organization established to support the San Antonio Botanical Garden which is operated by the San Antonio Parks and Recreation Department; and

WHEREAS, through fundraising efforts from foundations, corporations, and private donations, the SABS has supported projects and capital improvements to the Botanical Garden, including the acquisition of fourteen properties along Funston Place; and

WHEREAS, the City entered into a funding agreement with the SABS for improvements to the Botanical Garden; and

WHEREAS, the funding agreement was amended on October 11, 2007 to increase funding and expand the scope of work to include acquiring two additional properties on Funston Place; and

WHEREAS, this ordinance will allow for the acquisition of the property located at 648 Funston Place, in City Council District 9; and

WHEREAS, the SABS has negotiated the acquisition of the property, a residential lot across from the current boundaries of the Botanical Garden; and

WHEREAS, acquisition of this property will support the long term goals of the Botanical Gardens for facility enhancement; and

WHEREAS, at closing by the SABS, the property will be deeded to the City of San Antonio; and

WHEREAS, this acquisition is consistent with the recommendations outlined for the North Subarea in the Parks and Recreation System Strategic Plan, the long range goals of the Botanical Garden, and has been coordinated with the City Council District 9 Office; and

WHEREAS, the Planning Commission reviewed and approved the acquisition at its December 12, 2007 meeting; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee is authorized to accept a 0.1856 acre parcel of land adjacent to the

San Antonio Botanical Garden as part of the San Antonio Botanical Society Funding Agreement. The City Manager, or her designee or the Director of the Parks and Recreation Department or his designee is further authorized to execute any and all necessary documents to effectuate said acceptance.

SECTION 2. Payment in the amount not to exceed \$850,000.00 was appropriated by funding ordinance number 2007-10-11-1080, dated October 11, 2007 for SAP Project Definition 26-00443, Botanical Gardens.

SECTION 3. The amount of \$170,000.00 plus closing costs is appropriated in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 26-00443, Botanical Gardens, SAP WBS Element 26-00443-03-01-05, entitled Acquisition, SAP GL Account 5209010, and is authorized to be encumbered and made payable for land acquisition costs.

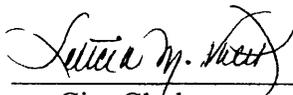
SECTION 4. An In-Kind Land donation is authorized to be received from the San Antonio Botanical Society, to fund 45099000, SAP Project Definition 26-00443, Botanical Gardens, and shall be revised by increasing WBS element 26-00443-90-03, entitled In-Kind Donation, SAP GL Account 6909010 In Kind Land Donations, by the amount of \$10,000.00.

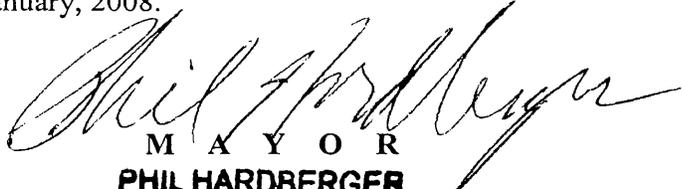
SECTION 5. The amount of \$10,000.00 is appropriated in SAP Fund 45099000, SAP Project Definition 26-00443, Botanical Gardens, SAP WBS Element 26-00433-03-01-05, entitled Acquisition, SAP GL Account 5209010, for Land Acquisition Costs.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This ordinance shall be effective on and after January 20, 2008.

PASSED AND APPROVED this 10th day of January, 2008.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
City Attorney

Agenda Item:	17 (in consent vote: 5, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 23, 24A, 24B, 24C, 24D, 24E, 24F)						
Date:	01/10/2008						
Time:	09:22:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the acquisition of a 0.1856 acre parcel of land adjacent to the San Antonio Botanical Garden as part of the San Antonio Botanical Society Funding Agreement. [Frances A. Gonzalez, Assistant City Manager, Malcolm Matthews, Director, Parks and Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Roland Gutierrez	District 3	x					
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x			x	
Diane G. Cibrian	District 8		x				
Kevin A. Wolff	District 9	x					
John G. Clamp	District 10		x				

DM



CMS or Ordinance Number: CN0040002363

TSLGRS File Code:1025-08-A

Document Title:
CONT - FY08 Loan Star Libraries Grant 442-08439

Commencement Date:

9/1/2007

Expiration Date:

8/31/2008

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
LOAN STAR LIBRARIES GRANT
Grant Type A - \$50,000 and Over

Grant Number: 442-08439

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of San Antonio, San Antonio Public Library
600 Soledad St
San Antonio, Texas 78205

II. TERM OF GRANT

September 1, 2007, to August 31, 2008 (SFY 2008)

III. STATEMENT OF SERVICES TO BE PERFORMED

The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular community access to and services from the many participating public libraries in Texas. Grant funds must be used to meet TSLAC goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the Plan of Action submitted by the Grantee (Loan Star Libraries Grant for State FY08) as approved by the Grantor. The approved Plan of Action becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed \$185,933.00
- B. Source of funds General Revenue, State Fiscal Year 2008
- C. The Grantee must request payments from Grantor on the TSLAC Request for Funds Form (RFF). Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all requirements for preceding contracts.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees that provide documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- E. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the 14th of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **July 15, 2008**. Grantor must receive final request for reimbursement no later than **October 15, 2008**.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2008**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2008**.
- G. All unexpended funds in excess of \$25.00 must be returned to Grantor with the Final Financial Status Report (FSR). See Section VII. B of this contract for FSR due dates.
- H. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS).
- I. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in Section 9 of the TSLAC FSR.
- J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	
Fringe Benefits	
Travel	
Equipment/Property	\$104,938.00
Supplies	
Contractual	\$80,995.00
Other	
Total	\$185,933.00
Indirect Costs	
Total	\$185,933.00

RECEIVED

JAN 22 2008

ACCOUNTING

V. WRITTEN REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for program and/or fiscal changes on the Loan Star Libraries Grant Program Revision Form. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests no later than **July 31, 2008**. Requests received after this date will be considered on a case-by-case basis. **Grantee must receive written approval from Grantor before obligating or expending grant funds under any of the following conditions.**

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

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. Fiscal changes to items listed in the Equipment/Property category specified in Section IV J of this contract require written prior approval. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the most current TSLAC Equipment/Property Acquired Form with the Final FSR, but no later than **October 31, 2008**, for all equipment/property purchased with grant funds during the FY08 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

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

- A. The Grantee agrees to submit the Loan Star Libraries Performance Report to Grantor no later than the due dates listed in the following schedule. If library materials ordered with grant funds are received by Grantee after the end of the grant year, a revised final Loan Star Libraries Performance Report may be required covering receipt of those materials. This revised final performance report will be due no later than **November 15, 2008**.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2007 - November 30, 2007	December 7, 2007
December 1, 2007 - February 28, 2008	March 7, 2008
March 1, 2008 - May 31, 2008	June 7, 2008
June 1, 2008 - August 31, 2008	September 7, 2008

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

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2007 - November 30, 2007	December 30, 2007
December 1, 2007 - February 28, 2008	March 30, 2008
March 1, 2008 - May 31, 2008	June 30, 2008
June 1, 2008 - August 31, 2008	September 30, 2008

If necessary, a revised Final FSR must be submitted no later than **October 31, 2008**.

- C. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the Loan Star Library Grant Program Guidelines for SFY 2008
- B. The Grantee will comply with the Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2 810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2 110 – 2 119 regarding General Grant Guidelines. Loan Star Libraries Administrative Rule 2 815 (c) states, "If a library has certified that it provides service to non-residents without charge or it has elected to participate in the TexShare card program, the library must maintain these services for the duration of the contract that it received." This means the library shall provide the same library services and may impose the same restrictions on non-resident customers as it does for those customers who live locally. Texas Government Code, Section 441 138(c), states, "State aid to a free tax-supported public library is a supplement to and not a replacement of local support."
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87).
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- D. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.
- E. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a minimum of three years after **Close of Grant**. **Close of Grant** is defined for this grant as the date Grantee submits to Grantor the Final FSR for the contract grant period.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the

notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if.

- 1 The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable, and,
- 2 The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.

D Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law

X. CONTACTS AT TSLAC

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

Loan Star Libraries Grant Coordinator
Phone: 512-463-5475
Fax: 512-463-8800
E-mail: wclark@tsl.state.tx.us

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

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

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

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

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

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

XI. APPLICABLE AND GOVERNING LAW

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

XII. GRANT CERTIFICATIONS

- A Grantor certifies that: (1) The services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations, (2) The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) The grant complies with Texas Government Code § 441.006, Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2.810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, the Library Services and Technology Act (LSTA), the State Plan for the LSTA in Texas and UGMS.
- B The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C The Grantee certifies all applicable activities related to this grant will comply with the Copyright Law of the United States (Title 17, U.S Code).
- D. State law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

E Seidenberg

Edward Seidenberg, Assistant State Librarian

01-23-08

Date

Karen Drabek

Karen Drabek, Chief Fiscal Officer

9-1-07

Date

Deborah Littrell

Deborah Littrell, Library Development Director

9/1/07

Date

Wendy Clark

Wendy Clark, Program Manager

11/10/07

Date

GRANTEE

City of San Antonio, San Antonio Public Library

Frances A. Gonzalez sw

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

Frances A. Gonzalez

Typewritten or Printed Name

Assistant City Manager

Title

1/17/08

Date

ATTACHMENT II

Name of grant FY 2008 Loan Star Grant
Fund 2604004001
Functional Area 04000200001-0035
Internal Order 104000000037
Budget for Period: 9/1/07 - 8/31/08

<u>ESTIMATED REVENUES</u>	OBJECT CODE	CURRENT BUDGET
Texas State Library & Archives Commission	4501110	\$185,933
Total Estimated Revenues		<u>\$ 185,933</u>

APPROPRIATIONS

Cost Center 401160001
Internal Order 104000000037

Computer Equipment	5501000	\$104,938
Library Resources	5304060	\$80,995
Total Appropriations		<u>\$ 185,933</u>

PERSONNEL COMPLEMENT

Cost Center N/A
Internal Order N/A

CLASS

XXXX Title

**CURRENT
POSITIONS**
0
0