

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3 / Mayor-Pro Tem

**Joseph E. Bowling**  
District 4

**Willie Norfleet, Jr.**  
City Manager

**NOTICE OF REGULAR COUNCIL MEETING  
OF THE CITY COUNCIL  
OF THE  
CITY OF SOCORRO**

.....  
THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE  
PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION  
FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO  
THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915)  
858-2915 FOR FURTHER INFORMATION.  
.....

.....  
NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON  
THURSDAY THE 20<sup>th</sup> DAY OF FEBRUARY, 2014 AT 6:00 P.M. AT THE CITY  
HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH  
TIME THE FOLLOWING WILL BE DISCUSSED:  
.....

1. Call to order
2. Pledge of Allegiance and a Moment of Silence
3. Establishment of Quorum
4. **Public Comment** (The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker. Government Code 551.042 allows for responses by city council to be a statement of specific factual information given in response to the inquiry; or a recitation of existing policy in response to the inquiry; or a decision to add the public comment to a future agenda.)

**PRESENTATION**

5. **Presentation** by Anibal Olague recognizing the organizations and community volunteers that collaborated with the city of Socorro to implement disaster relief.  
**Anibal Olague**

**NOTICE TO THE PUBLIC**

ALL MATTERS LISTED UNDER THE CONSENT AGENDA, INCLUDING THOSE ON THE ADDENDUM TO THE AGENDA, WILL BE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS CITY COUNCIL MEMBERS REMOVE SPECIFIC ITEMS FROM THE CONSENT AGENDA TO THE REGULAR AGENDA FOR DISCUSSION PRIOR TO THE TIME THE CITY COUNCIL MEMBERS VOTE ON THE MOTION TO ADOPT THE CONSENT AGENDA.

ITEMS REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AFTER ACTING ON THE CONSENT AGENDA.

ANY MATTERS LISTED ON THE CONSENT AGENDA AND THE REGULAR AGENDA MAY BE DISCUSSED IN EXECUTIVE SESSION AT THE OPTION OF THE CITY OF SOCORRO CITY COUNCIL FOLLOWING VERBAL ANNOUNCEMENT, IF AN APPROPRIATE EXCEPTION TO THE OPEN MEETING REQUIREMENT OF THE TEXAS OPEN MEETINGS ACT IS APPLICABLE.

**CONSENT AGENDA**

6. *Excuse* absent Council Members. *Sandra Hernandez*
7. *Approval* of Special Council Meeting Minutes of January 31, 2014. *Sandra Hernandez*

**REGULAR AGENDA**

PUBLIC COMMENTS ARE NOT TAKEN DURING THE INTRODUCTION OF ORDINANCES. PUBLIC COMMENTS WILL BE ALLOWED AT THE DATE OF THE SCHEDULED PUBLIC HEARING – ORDINANCE 320.

**PLANNING AND ZONING**

8. *Public Hearing* of Ordinance 327, An Ordinance changing the zoning of Lot 1, Block 4, San Ysidro Subdivision (11300 De Lucio Road) from R-1 (Single Family Residential) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends approval with contingencies. *Sam Leony*
9. *Second Reading and Adoption* of Ordinance 327, An Ordinance changing the zoning of Lot 1, Block 4, San Ysidro Subdivision (11300 De Lucio Road) from R-1 (Single Family Residential) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends approval with contingencies. *Sam Leony*

**CITY MANAGER**

10. ***Introduction, First Reading and Calling for a Public Hearing*** of Ordinance 330, An Ordinance of the City Council of the City of Socorro, Texas, providing for the Issuance of City of Socorro, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014; levying ad valorem taxes and providing for the payment and security of the certificates of obligation; approving an official statement and awarding sale of said certificates of obligation; providing an effective date; and enacting other provisions relating thereto. *Willie Norfleet, Jr.*

11. ***Discussion and action*** on City Manager's "State of the City" report for 2013. *Willie Norfleet, Jr.*

**GRANTS DIVISION**

12. ***Discussion and action*** to adopt City of Socorro Title VI Plan. *Anibal Olague*

13. ***Discussion and action*** to accept the Local Border Security Program grant award in the amount of \$45,000 to increase police department operations and assist in fighting crime along the border. *Anibal Olague*

14. ***Discussion and action*** to authorize the City of Socorro to submit a grant application in the amount of \$40,000 to the Criminal Justice Division Edward Byrne Memorial Justice Grant to purchase network equipment to improve police operations. *Anibal Olague*

15. ***Discussion and action*** to authorize the City of Socorro to submit a grant application in the amount of \$500,000 to the Department of Public Safety's Hazard Mitigation Grant Program. *Anibal Olague*

**MAYOR AND COUNCIL**

16. ***Discussion and action*** of approving Resolution 473, A Resolution of the City of Socorro, Texas authorizing the City of Socorro to waive permit fees in the amount of \$35,000 as an in-kind contribution to demonstrate further support of the proposed Socorro Palms development. (Presentation by Bobby Bowling) *Mayor Jesus Ruiz*

17. ***Discussion and action*** of installing cameras at Public Works' fuel station. *Gloria M. Rodriguez*

**EXECUTIVE SESSION**

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

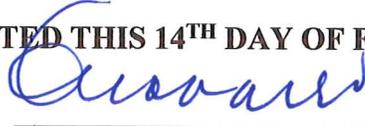
Section 551.071 CONSULTATIONS WITH ATTORNEY  
Section 551.072 DELIBERATION REGARDING REAL PROPERTY  
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT  
Section 551.074 PERSONNEL MATTERS  
Section 551.076 DELIBERATION REGARDING SECURITY  
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

***Discussion on the following:***

18. ***Discussion*** regarding Refugio Orta III v. Socorro Police Department; SOAH Docket No. 407-13-5909.F5; State Office of Administrative Hearings. ***Jim Martinez***
19. ***Discussion*** regarding Israel Delgado v. Socorro Police Department; SOAH Docket No. 407-13-5912.F5; State Office of Administrative Hearings. ***Jim Martinez***
20. ***Discussion*** regarding Joe E. Alvarez v. Socorro Police Department; SOAH Docket No. 407-13-5666.F5; State Office of Administrative Hearings. ***Jim Martinez***
21. ***Discussion*** regarding Jacqueline Yalda v. City of Socorro Police Department and Sergeant Refugio Orta; Cause No. 2012DCV02044; County Court at Law Number Three. ***Jim Martinez***
22. ***Discussion and action*** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Willie Norfleet, Jr.***
23. ***Discussion and action*** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Willie Norfleet, Jr.***
24. ***Discussion and action*** regarding pending litigation and receive status report regarding pending litigation. ***Willie Norfleet, Jr.***

***25. Adjourn***

DATED THIS 14<sup>TH</sup> DAY OF FEBRUARY 2014.

By: 

Olivia Navarro, Assistant City Clerk

I, the undersigned authority, hereby certify that the above notice of the meeting of the City Council of Socorro, Texas is a correct copy of the notice and that I posted this notice at least Seventy-two (72) hours preceding the scheduled meeting at the City Administration Building, 124 S. Horizon Blvd., in Socorro, Texas.

**DATED THIS 14<sup>th</sup> DAY OF FEBRUARY 2014.**

By: \_\_\_\_\_

*Olivia Navarro*  
**Olivia Navarro, Assistant City Clerk**

Agenda posted: \_\_\_\_\_

*2-18-14 2:40 on*

Removed: \_\_\_\_\_

Time: \_\_\_\_\_

By: \_\_\_\_\_



**DATE: 02/13/2014**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Presentation- Recognition of organizations and community volunteers that partnered with the City of Socorro to implement disaster relief activities.**

**SUMMARY**

**The City of Socorro would like to recognize the hard work and dedication of many organization that assisted the City in addressing numerous projects to help flood victims after the September 2014 floods.**

**The City will provide a certificate of appreciation to these individuals and organizations.**

**BACKGROUND**

**The Special Projects office (BorderCDC) worked with City Manager, elected officials, and other city departments to coordinate numerous cleanups, distribution of donations, small repairs, and many other activities that benefited victims of 2014 floods.**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE**  
**STAFF RECOMMENDATION**

*Jesús Ruiz*  
Mayor

*Rene Rodríguez*  
Representative At-Large

*Sergio Cox*  
Representative District 1



Item 7

*Gloria M. Rodríguez*  
Representative District 2

*Victor Pérez*  
Representative District 3  
Mayor Pro Tem

*Joseph E. Bowling*  
Representative District 4

*Willie Norfleet, Jr.*  
City Manager

**SPECIAL COUNCIL MEETING MINUTES  
JANUARY 31, 2014**

**MEMBERS PRESENT:**

Jesus Ruiz  
Joseph E. Bowling  
Sergio Cox  
Gloria Rodriguez

**MEMBERS ABSENT:**

Victor Perez  
Rene Rodriguez

**STAFF PRESENT:**

Willie Norfleet, Jr., City Manager  
Sandra Hernandez, City Clerk  
Sam Leony, Planning and Zoning Director  
James Martinez, City Attorney

**1. CALL TO ORDER**

The meeting was called to order at 9:06 a.m. by Mayor Jesus Ruiz

**2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

Pledge of Allegiance was recited by Lieutenant Montoya

**3. ESTABLISHMENT OF QUORUM**

A roll call was held and a quorum was established with four members present.

**4. PUBLIC COMMENT**

No speakers for Public Comment

**5. DISCUSSION AND ACTION ON APPROVING A RESOLUTION CHANGIN AUTHOIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENTON THE SPIRIT OF SOCORRO AWARD.**

***KARINA HAGELSIEB***

A motion was made by Gloria M. Rodriguez seconded by Sergio Cox to *approve item number five (5)*. Motion passed.

Ayes: Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez

Nay:

Absent: Victor Perez and Rene Rodriguez

**6. RECOGNITION OF EMPLOYEES' SERVICE YEARS AND BIRTHDAYS FOR THE MONTHS OF JANUARY.**

***MAYOR JESUS RUIZ***

Service years: Norma Olague six (6), Lt. Edmundo Montoya three (3), Officer Elias Valera three (3), Officer Elijah Silas three (3), Officer Li Rosario three (3) and Officer Rene Arreola one (1) year of service.

Birthdays: Officer Jesus Gomez, Erica Guerrero, Guadalupe Almanzar, Officer Mario Rodriguez, and Victor Reta.

**MAYOR RUIZ CALLED FOR A FIFTEEN (15) MINUTE RECESS AT 9:17 A.M.**

**BACK IN SESION AT 9:32 A.M.**

Rene Rodriguez arrived to the meeting at 9:32 a.m.

**7. PRESENTATION BY KARINA HAGELSIEB REGARDING FINANCE DEPARTMENT.**

***MAYOR JESUS RUIZ***

Presentation by Karina Hagelsieb.

**8. PRESENTATION BY SANDRA HERNANDEZ, REGARDING CITY CLERK DEPARTMENT.**

***MAYOR JESUS RUIZ***

Presentation by Sandra Hernandez.

**9. PRESENTATION BY ADRIANA RODARTE REGARDING HUMAN RESOURCES DEPARTMENT.**

***MAYOR JESUS RUIZ***

Presentation by Adriana Rodarte.

**10. PRESENTATION BY JESSICA DIAZ REGARDING PARKS DEPARTMENT.  
MAYOR JESUS RUIZ**

Presentation by Jessica Diaz.

**11. PRESENTATION BY ANIBAL OLAGUE REGARDING GRANTS DIVISION.**

Presentation by Anibal Olague.

**12. PRESENTATION BY SAM LEONY REGARDING PLANNING AND ZONING  
DEPARTMENT.  
MAYOR JESUS RUIZ**

Presentation made by Sam Leony.

**13. PRESENTATION BY LIEUTENANT MONTOYA REGARDING POLICY  
DEPARTMENT.  
MAYOR JESUS RUIZ**

Presentation by Lt. Montoya.

**14. DISCUSSION AND ACTION ON ADVICE RECEIVED FROM CITY  
ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL  
ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF  
LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES  
AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL  
WITH RESPECT TO PENDING LEGAL MATTERS.**

**WILLIE NORFLEET, JR.**

**15. DISCUSSION AND ACTION ON QUALIFICATIONS OF INDIVIDUALS FOR  
EMPLOYMENT AND FOR APPOINTMENT TO BOARDS &  
COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE  
ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY  
REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.**

**WILLIE NORFLEET, JR.**

**16. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND  
RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**

**WILLIE NORFLEET, JR.**

A motion was made by Gloria Rodriguez seconded by Rene Rodriguez to *delete items fourteen (14), fifteen (15) and sixteen (16)*. Motion passed.

Ayes: Joseph E. Bowling, Sergio Cox, Gloria M. Rodriguez, and Rene Rodriguez

Nay:

Absent: Victor Perez

City of Socorro  
Special Council Meeting Minutes  
January 31, 2014 @ 9:00 a.m.

**17. ADJOURN**

A motion was made by Gloria seconded by Joseph E. Bowling to *adjourn at 12:01 p.m.*  
Motion carried unanimously. Motion passed.

Ayes: Joseph E. Bowling, Sergio Cox, Gloria M. Rodriguez, and Rene Rodriguez

Nay:

Absent: Victor Perez

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**Jesus Ruiz, Mayor**

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Minutes prepared by  
Olivia Navarro  
Assistant City Clerk

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Date minutes approved

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**ORDINANCE 327**

**AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 4, SAN YSIDRO SUBDIVISION (11300 DE LUCIO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOCORRO, TEXAS:**

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 of the City of Socorro, as amended, the zoning of Lot 1, Block 4, San Ysidro Subdivision (11300 De Lucio Road) is changed from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

**READ, ADOPTED AND APPROVED** this 20<sup>th</sup> day of February 2014.

CITY OF SOCORRO, TEXAS

\_\_\_\_\_  
Jesus Ruiz, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James A. Martinez  
Socorro City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Willie Norfleet, Jr., City Manager

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** February 13, 2014.

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Sam Leony, Planning and Zoning Director

**CC:** Willie Norfleet, City Manager

**SUBJECT:**

Second Reading and Adoption of Ordinance 327, changing the zoning of Lot 1, Block 4, San Ysidro Subdivision, City of Socorro, Texas, from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

**LOCATION:**

The property is located at 11300 De Lucio Rd., southerly located at 200 feet from the intersection of De Lucio Rd. and Bauman St., and it has an approximate area of 23,195 sq. ft. (0.5325 ac.)

**OWNER:**

Guadalupe Eduardo Sandoval  
11300 De Lucio Rd., Socorro, TX 79927

**HISTORY:**

San Ysidro Subdivision was recorded in 1988 with 37 residential lots classified as R-1, Single Family Residential.

According to our Future Land Use map, the projected land use for this property is: Residential.

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0300-B / FEMA, September 4, 1991).

**Adjacent Land Uses:**

North: C-1, Light Commercial  
South: R-1, Single Family Residential  
East: R-1, Single Family Residential  
West: C-1, Light Commercial / M-2, Heavy Industrial

**REMARKS:**

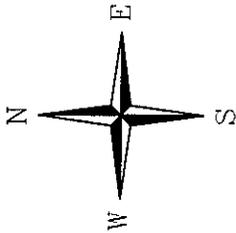
Existing land use: R-1, SFR with one big structure.

Proposed land use: R-2, MDR creating a duplex from the existing structure.

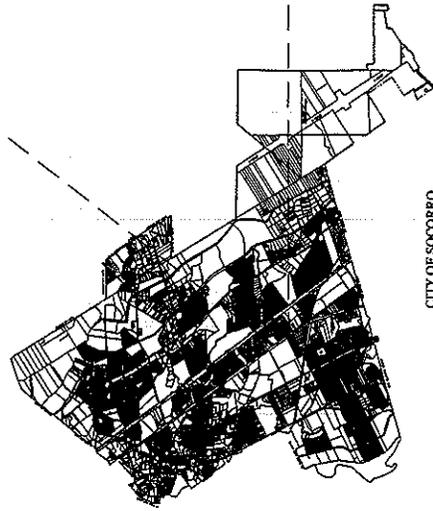
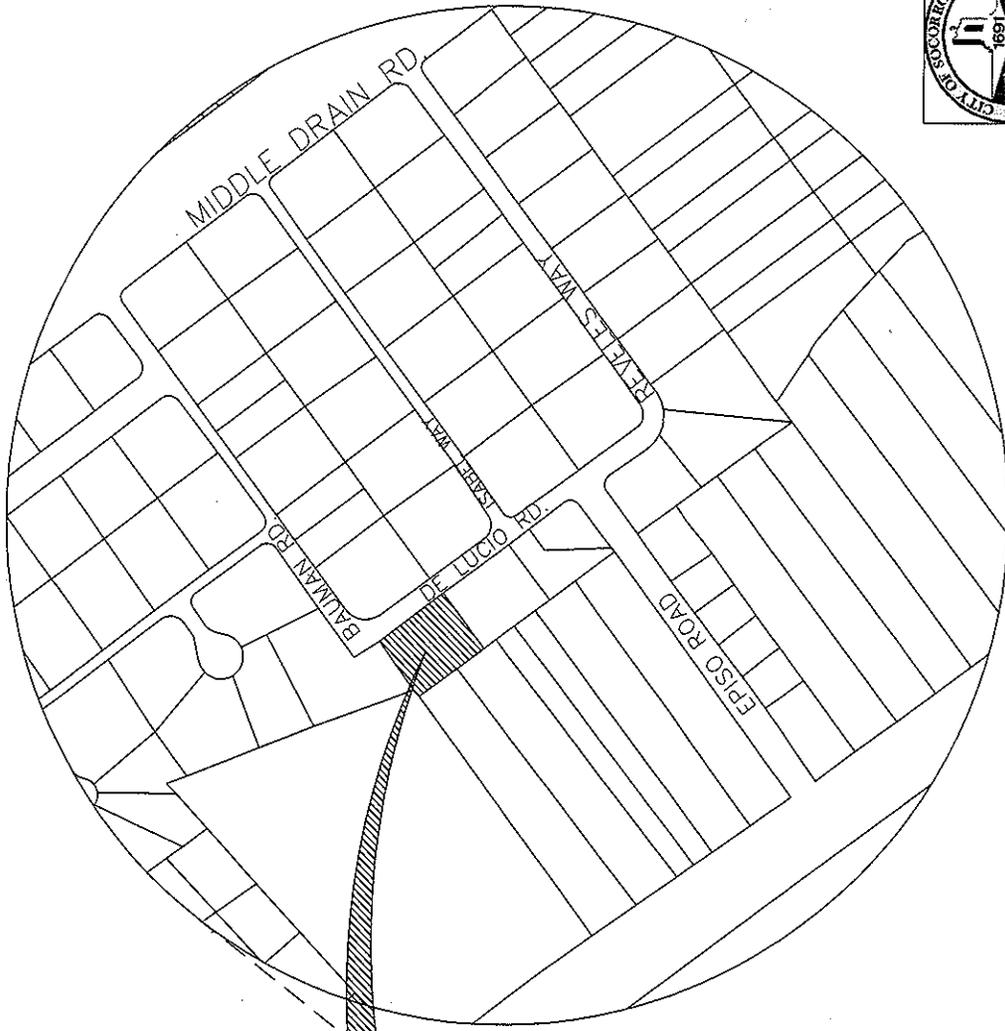
**RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL, contingent to:

- 1) Separate all utilities for each dwelling,
- 2) Obtain an Official Address Notification Letter to identify the two dwellings,
- 3) Not to build more dwellings inside the property, only the proposed duplex.



PROJECT SITE:  
11300 DE LUCIO RD  
LOT 1, BLOCK 4  
SAN YSIDRO SUB.



CITY OF SOCORRO



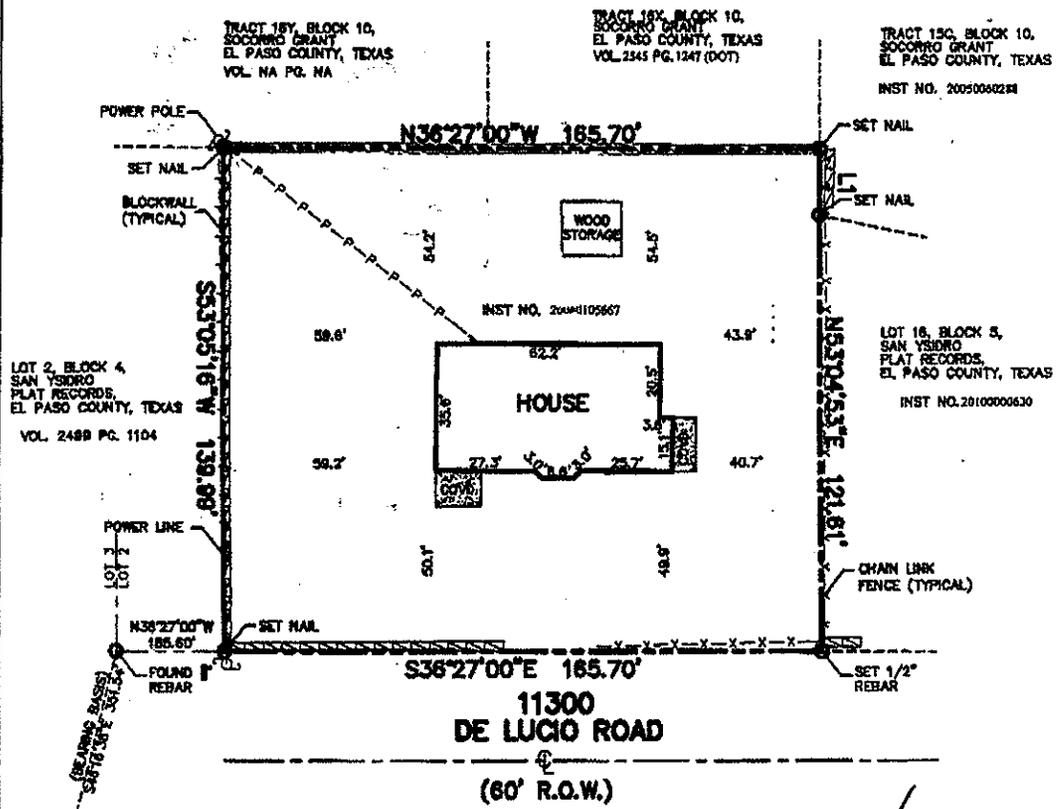
DATE: JANUARY 2014

Planning and Zoning Department  
1000 N. Main Street, Socorro, NM 87801

# LOCATION MAP

Scale: N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
E1	18.38'	N83°07'43"E



*Guadalupe Eduardo Sandoval*

- NOTES**
- SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE 7C, PER F.L.R.M. PANEL NUMBER 2508, LAST REVISION DATE SEP. 4, 1981. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.L.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
  - BOUNDARIES SHOWN ARE BASED ON THE FILED PLAT FOR SAN YSIDRO SUBDIVISION.
  - THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT.
  - THE SURVEYOR AND HIS ASSISTANTS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT EASEMENTS AND CONCERNING THE SIZE AND USE OF A PROPERTY. EASEMENTS ARE NOT SHOWN TO THIS PROPERTY.
  - THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE PERSON NAMED THEREON, HIS TITLE COMPANY, AND/OR TITLE COMPANY.
  - TITLE COMMITMENT PROVIDED BY SIERRA TITLE INSURANCE GUARANTY COMPANY, INC. OF NO. 215331 DATED 6/1/2010, ©BORROWER GUADALUPE EDUARDO SANDOVAL.

**Barragan & Associates Inc.**

LAND PLANNING & SURVEYING  
10950 Paliceno Dr. Building-F,  
El Paso, TX 79933  
Phone (915) 581-5706 Fax (915) 581-5708

**Plat of Survey**

LOT 1, BLOCK 4,  
SAN YSIDRO SUBDIVISION,  
EL PASO COUNTY, TEXAS.  
AREA 0.53 ACRES ±

Plat reference vol/blk 63 pages 4 AND 4A  
Scale 1"=40' Date 7/15/2010 Drawn by A.D.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT THE SAME CORRECTLY SHOWS HEREON THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Sandoval*

Surveyor Barragan, S.L.S. Lic. No. 5816  
Job No. 100713-11 Copy Rights ©



# PLANNING AND ZONING DEPARTMENT

## Request for Rezoning

1. Name: Guadalupe Eduardo Sandoval  
 Address: 11300 De Lucio Phone: 915 820 5222  
 Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Property Location: 11300 De Lucio  
 Legal Description: 4 San Ysidro Lot 1 (23194.64 sq ft)

If legal description is not available, a metes and bounds description will be required.

<u>5325</u>	<u>Legal Acres</u>	<u>R1</u>	<u>Residential</u>
Area (Sq. ft. or Acreage)		Current Zoning	Current Land Use
<u>R2</u>		<u>Medium Residential</u>	
Proposed Zoning		Proposed Land Use	

3. All owners of record must sign document.

Guadalupe Sandoval  
Norma Sandoval

Each item on this form must be completed and all exhibits must be submitted before this request can be scheduled for a public hearing.

Rezoning per parcel/tract: Less than one acre - \$650.00  
 1 to 10 acres - \$750.00  
 10.1 to 30 acres - \$950.00  
 30.1 to 50 acres - \$1,150.00  
 50.1 to 75 acres - \$1,400.00  
 75.1 or more - \$1,650.00

**ALL FEES ARE NONREFUNDABLE**

860 N. Rio Vista · Socorro, Texas 79927 · Tel: (915) 872-8531 · Fax: (915) 872-8673 · www.socorrotexas.org

ORDINANCE NO. 330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROVIDING FOR THE ISSUANCE OF CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014; LEVYING AD VALOREM TAXES AND PROVIDING FOR THE PAYMENT AND SECURITY OF THE CERTIFICATES OF OBLIGATION; APPROVING AN OFFICIAL STATEMENT AND AWARDED SALE OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §  
COUNTY OF EL PASO §  
CITY OF SOCORRO §

WHEREAS, the City Council of the City of Socorro, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of \$\_\_\_\_\_ for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter A, Chapter 1504, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Socorro, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$\_\_\_\_\_ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor; (ii) construction and installation of municipal drainage improvements; (iii) acquisition of vehicles and equipment for the public works department and police department; (iv) construction and equipment of park and recreational facilities and improvements; and (v) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2014," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated March 15, 2014, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on March 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amounts	Interest Rates	Years	Principal Amounts	Interest Rates
2015	\$	%	2025	\$	%
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during

regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 50 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the

delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Assistant City Clerk of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered

definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2014	PRINCIPAL AMOUNT \$_____
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<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	April __, 2014	March 1, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Socorro, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on March 1, 2015 and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying

Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated March 15, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for paying all or a portion of the Issuer's contractual obligations incurred in connection with constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor; construction and installation of municipal drainage improvements; acquisition of vehicles and equipment for the public works department and police department; construction and equipment of park and recreational facilities and improvements; and legal, fiscal and engineering fees in connection with such projects.

ON MARCH 1, 20\_\_, OR ON ANY DATE THEREAFTER, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on February 15 in the years 20\_\_, 20\_\_, 20\_\_ and 20\_\_ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate Maturity: March 1, 20__		Term Certificate Maturity: March 1, 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
March 1, 20__	\$	March 1, 20__	\$
March 1, 20__		March 1, 20__	
March 1, 20__ (maturity)		March 1, 20__ (maturity)	
Term Certificate Maturity: March 1, 20__		Term Certificate Maturity: March 1, 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
March 1, 20__	\$	March 1, 20__	\$
March 1, 20__		March 1, 20__	
March 1, 20__ (maturity)		March 1, 20__ (maturity)	

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are

to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's Bulldog Championship Park remaining after payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor or the Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Clerk

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

U.S. Bank National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

\_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SOCORRO, TEXAS, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on March 1, 2015, and semiannually on each September 1 and March 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

**Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.**

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and

deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by the revenues of the Issuer's Bulldog Championship Park that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the revenues of the Issuer's Bulldog Championship Park, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Certificates. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable,

provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the

principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. [The Certificates shall be insured pursuant to a municipal bond insurance policy (the "Policy") issued by \_\_\_\_\_, and the Certificates may bear an appropriate legend as provided by the insurer.]

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor (or in the Mayor's absence, the Mayor Pro-Tem), and the Mayor (or in the Mayor's absence, the Mayor Pro-Tem) is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of current refunding bonds, for a period of 90 days or less and in the case of advance refunding bonds, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulation of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings)

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

[(f) Designation as Qualified Tax-Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Underwriter identified in Section 10 hereof certifying that the aggregate initial public offering price of the Certificates (excluding any accrued interest) is no greater than \$10 million (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate tax-exempt obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000 (or such other amount permitted by such section 265 of the Code); and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.]

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to Southwest Securities, Inc. (the "Underwriter") for the purchase price of \$\_\_\_\_\_ (representing the par amount of the Certificates of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_ and less an underwriter's discount of \$\_\_\_\_\_) pursuant to the terms and provisions of a Bond Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Certificates have been sold pursuant to the terms and provisions of a Bond Purchase Agreement in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The initial Certificate shall be registered in the name of Southwest Securities, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated February \_\_, 2014, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor and Mayor Pro Tem, the City Manager, City Clerk, Assistant City Clerk and Director of Finance of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein

mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2014 Combination Tax and Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles

described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate calls;
4. Release, substitution, or sale of property securing repayment of the Certificates;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other material events affecting the tax-exempt status of the Certificates;

6. Tender offers;

7. Defeasances;

8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this

Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. USE OF PREMIUM. Of the \$\_\_\_\_\_ net reoffering premium received from the sale of the Certificates, \$\_\_\_\_\_ shall be deposited into the Construction Fund and the remainder shall be used to pay costs of issuance (including underwriter's discount).

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional

by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this March 6, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[CITY SEAL]

EXHIBIT A

**Annual Financial Statements and Operating Data**

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 through 4, inclusive and 6 through 12, inclusive.

-- APPENDIX B (FINANCIAL STATEMENTS FOR THE LAST COMPLETED FISCAL YEAR WHICH WILL BE UNAUDITED, UNLESS AN AUDIT IS PERFORMED IN WHICH EVENT THE AUDITED FINANCIAL STATEMENTS WILL BE MADE AVAILABLE)

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph above.

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**DATE: 02/13/2014**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to adopt city of Socorro Title VI Plan**

**SUMMARY**

**The City does has never adopted a Title VI plan as required by the Federal government. Title VI ensures equality in federal funded programs. The El Paso MPO has requested this plan in order to release the funds allocated to City by TXDO to purchase an ADA Bus for the Senior Citizen Center.**

**BACKGROUND**

**The City was approved for a grant of approximately \$58,000. Our office has been providing assistance to the City to build its capacity to secure additional grants. Unfortunately, the lack of systems and policies limits the grants the city can secure.**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**Approve**



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# TITLE VI PLAN

CITY OF SOCORRO

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UPDATED February 20 2014



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## INTRODUCTION

The City of Socorro is a city in El Paso County, Texas, United States on the north bank of the Rio Grande southeast of El Paso and on the border of Mexico. As of 2010 census, the number population of the City is 32,013. It is part of the El Paso Metropolitan Statistical Area. The city, founded in 1680 by Piro Native Americans from the vicinity of Socorro, New Mexico and Spanish refugees from the Pueblo Revolt in New Mexico, and first incorporated in 1871, was re-incorporated in 1985 in response to an annexation attempt from neighboring El Paso and is now El Paso County's second-largest municipality, after El Paso. It has a council manager type of government with five city council members.

The City of Socorro recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities regardless of race, color or national origin and that it must abide by and enforce federal and state civil rights legislation related to city government. Title VI of the Civil Rights Act of 1964, is the overarching civil rights law that prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not. In addition to statutory authorities, Executive Order 12898, "Federal Actions to

Address Environmental Justice in Minority Populations and Low-Income Populations,” signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low- Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Socorro must provide access to individuals with limited ability to speak, write, or understand the English language. The Municipality will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of 5 defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City’s Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by City programs and projects receive the services,

benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;

3. To prevent discrimination in the City of Socorro programs and activities, whether those programs and activities are federally funded or not;

4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;

5. To establish procedures to annually review Title VI compliance within specific program areas within the City;

6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in City services, programs or activities.

As the sub-recipient of federal transportation funds, the City of Socorro must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a sub-recipient

who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the subrecipient corrects any deficiencies arising out of complaints related to Title VI; and that subrecipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

### **Discrimination under Title VI**

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age. The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Socorro’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

**CITY OF SOCORRO  
TITLE VI NON-DISCRIMINATION  
POLICY STATEMENT**

The City of Socorro reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual’s receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;

6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Socorro will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Socorro designates Adriana Rodarte, Human Resources Director, as the Title VI Coordinator. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Socorro complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations.

Inquiries concerning the City of Socorro and Title VI may be directed to the Human Resources Director, Adriana Rodarte, 124 S. Horizon Blvd., Socorro, TX 79927; by phone: 915.859.2915; by fax: 915.858.9288; or via e-mail: [arodarte@ci.socorro.tx.us](mailto:arodarte@ci.socorro.tx.us)

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Jesus Ruiz  
Mayor

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Adriana Rodarte  
Human Resources Director/Title VI Coordinator

## **ASSURANCES**

**Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);**

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability. The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

**Federal Aid Highway Act of 1973, 23 USC 324:** No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Age Discrimination Act of 1975, 42 USC 6101:** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**Americans With Disabilities Act of 1990 PL 101-336:** No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or

local government.

**Section 504 of the Rehabilitation Act of 1973:** No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**USDOT Order 1050.2:** Standard Title VI Assurances.

**E012250:** Department of Justice Leadership and coordination of Non-discrimination Laws.

**E012898:** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

**28 CFR 50.3:** Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

**E013166:** Improving Access to Services for Persons with Limited English Proficiency.

## DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that

primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines.

<http://aspe.hhs.gov/poverty/>

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed

City program, policy or activity. Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly born by a minority population and/or a low-income population,
- b. or will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway

Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

## **ADMINISTRATION**

The City of Socorro designates Adriana Rodarte, Human Resources Director, as the Title VI Coordinator (hereinafter referred to the “Title VI Coordinator”). Ms. Rutledge shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions.

The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

**Title VI Reviews on Sub-Recipients:** Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

**Annual Reporting Form:** The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Texas Department of Transportation (TXDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form.

**Title VI Plan Updates:** If updated, a copy of Title VI Plan will be submitted to the TXDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

**Public Dissemination:** The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to subrecipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI Plan on the City of Socorro internet website, at [www.ci.socorro.tx.us](http://www.ci.socorro.tx.us)

**Remedial Action:** The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

## ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers “disproportionately high and adverse human health or environmental effect” due to any “programs, policies and activities” undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project’s impact is unavoidable,
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the

City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of the project on minority and/or low income population groups:

**STEP ONE:** Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low income population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

**STEP THREE:** Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

**STEP FOUR:** If after mitigation, enhancements and off setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that

would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

**STEP FIVE:** Include all findings, determinations or demonstrations in the environmental document prepared for the project.

## **FILING A TITLE VI COMPLAINT**

### **I. Introduction**

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City's programs, activities, and services as required by statute.

### **II. Purpose**

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

### **III. Roles and Responsibilities**

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

### **IV. Filing a Complaint**

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services; including but not limited to: the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its subrecipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related statutes complaints. Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative. Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

## **V. Investigation**

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a TXDOT related contract against the City, TXDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Socorro, the complaint and any pertinent information should immediately be forwarded to the TXDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against the City of Socorro sub-recipient should be investigated by

the City following the internal complaint process.

- Within 40 days of receiving the complaint, the Title VI Coordinator should complete an investigative report and submits the report and supporting documentation to the The City Manager for review. Subsequent to the review, the City Manager makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

**Retaliation:**

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact.

City of Socorro

Attn: Adriana Rodarte

124 S. Horizon Blvd.

Phone : 915-858-2915

Fax: fax: 915.858.9288

E-mail: [arodarte@ci.socorro.tx.us](mailto:arodarte@ci.socorro.tx.us)

**Reporting Requirements to an External Agency**

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the TXDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

**Records**

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

**APPENDIX A - TITLE VI COMPLAINT FORM**

**CITY OF SOCORRO**

**TITLE VI COMPLAINT FORM**

Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance.”

This form may be used to file a complaint with the City of Socorro based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

*If you need assistance completing this form due to a physical impairment, please contact Adriana Rodarte, Human Resources Director by phone at 915-858-2915, or via e-mail at arodarte@ci.socorro.tx.us*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_(home) \_\_\_\_\_(work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_(home) \_\_\_\_\_(work)

Please explain your relationship with the individual(s) indicated above:

\_\_\_\_\_

Name of agency and department or program that discriminated:

Agency or department name: \_\_\_\_\_

Name of individual (if known):

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_

Date(s) of alleged discrimination:

Date discrimination began \_\_\_\_\_ Last or most recent date

\_\_\_\_\_

**ALLEGED DISCRIMINATION:**

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

\_\_\_ Race                      \_\_\_ Religion  
\_\_\_ Color                    \_\_\_ National Origin  
\_\_\_ Age                        \_\_\_ Sex  
\_\_\_ Disability                \_\_\_ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(s) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed form to:** Adriana Rodarte, Title VI Coordinator, 124 S. Horiozon; Phone: 915-858-2915; Fax: 915-858-9288; or via e-mail: arutledge@cityofsaline.org.

***Note:** The City of Socorro prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*





**DATE: 02/13/2014**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to accept Local Border Security Program grant award in the amount of \$45,000 to increase police department operations and assist in the fighting crime along the border.**

**SUMMARY**

**Grant was submitted in November 2014 in the amount of \$88,700. Due to state budget and number of application the City received \$45,000.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**NO match**

**ALTERNATIVE  
STAFF RECOMMENDATION**

**Approve**





**DATE: 02/13/2014**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to authorize the City of Socorro to submit a grant application in the amount of \$40,000 to the Criminal Justice Division Edward Byrne Memorial Justice Grant to purchase network equipment to improve police operations.**

**SUMMARY**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**Police Department could benefit from a safer server and other technology to improve communication with other law enforcement departments including the office of the district attorney.**

**FINANCIAL IMPACT**

**NO match required**

**ALTERNATIVE  
STAFF RECOMMENDATION**

## Request for Applications – Justice Assistance Grant Programs

The Criminal Justice Division (CJD) of the Governor’s Office is soliciting applications for projects that reduce crime and improve the criminal justice system during the 2015 grant cycle.

**Purpose:** The purpose of this solicitation is to reduce crime and improve the criminal justice system.

**Available Funding:** Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG), 42 U.S.C. 3751(a). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

**Funding Levels:**

Minimum: \$10,000

Maximum: None

Match Requirement: None

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grant funds may not be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying;
- 3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4) non-law enforcement vehicles or equipment for government agencies that are for general agency use;
- 5) weapons, ammunition, explosives or military vehicles;
- 6) admission fees or tickets to any amusement park, recreational activity or sporting event;
- 7) promotional gifts;
- 8) food, meals, beverages, or other refreshments;
- 9) membership dues for individuals;
- 10) any expense or service that is readily available at no cost to the grant project or that is provided by federal, state, or local funds (i.e. supplanting);
- 11) fundraising;
- 12) construction, renovation or remodeling;
- 13) medical services;
- 14) transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
- 15) legal services for adult offenders; and
- 16) any other prohibition imposed by federal, state, or local law.

**Eligible Applicants:**

- 1) State agencies;
- 2) Units of local government;
- 3) Independent school districts;
- 4) Native American tribes; and
- 5) Community supervision and corrections departments.

## Request for Applications – Justice Assistance Grant Programs

### Eligibility Requirements:

- 1) Projects must focus on reducing crime and improving the criminal justice system.
- 2) Eligible applicants must provide law enforcement, corrections, or judicial services.
- 3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2008 through 2012. This requirement must be met by August 1, 2014.
- 4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
- 5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- 6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.

**Project Period:** Grant-funded projects must begin on or after October 1, 2014, and expire on or before September 30, 2015. Grant-funded equipment only projects are generally awarded for a six month grant period. CJD will consider any other proposed changes to the start or end dates on a case-by-case basis.

**Application Process:** Applicants must access CJD’s grant management website at <https://eGrants.governor.state.tx.us> to register and apply for funding.

**Preferences:** Preference will be given to programs addressing one or more of the following areas which are listed in order of priority:

- 1) Crime Data – Enhancements to records management systems to allow local law enforcement to contribute appropriate data: a) to the National Data Exchange (N-DEX) through the Texas Data Exchange (TDEX) application hosted by the Texas Department of Public Safety (DPS), or b) to the National Incident-Based Reporting System (NIBRS) through the Uniform Crime Reporting section at DPS. (NOTE: Units of government providing law enforcement services are encouraged to take advantage of funding under this priority in the event reporting crime data in the NIBRS format becomes an eligibility requirement for future funding.);
- 2) Trafficking – Projects that disrupt drug and human trafficking including areas along and near major state corridors;
- 3) Innovative or Evidence Based Programs – Projects that reduce crime and violence in areas with high crime rates or organized criminal activity;
- 4) Mental Health – Specialized training to increase the number of mental health officers and the ability of law enforcement to work with individuals diagnosed with mental illness;
- 5) System Improvements – Projects that promote efficiency, accuracy and credibility of law enforcement agencies and prosecutors.

**Closing Date for Receipt of Applications:** All applications must be certified via CJD’s grant management website on or before February 28, 2014.

### Selection Process:

- 1) For eligible local and regional projects:
  - a) Applications will be forwarded by CJD to the appropriate regional council of governments (COG).

## Request for Applications – Justice Assistance Grant Programs

- b) The COG's criminal justice advisory committee will prioritize all eligible applications based on state priorities, identified community priorities, cost and program effectiveness.
  - c) CJD will accept priority listings that are approved by the COG's executive committee.
  - d) CJD will make all final funding decisions based on eligibility, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
- 2) For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

**Contact Information:** If additional information is needed, contact the eGrants help desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us) or (512) 463-1919.



**DATE: 02/13/2014**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to authorize the City of Socorro to submit grant application in the amount of \$500,000 to the Department of Public Safety's Hazard Mitigation Grant Program.**

**SUMMARY**

**BACKGROUND**

**The City is proposing to submit grant application to implement improvements in the Sparks Arroyo to mitigate flooding in the City of Socorro.**

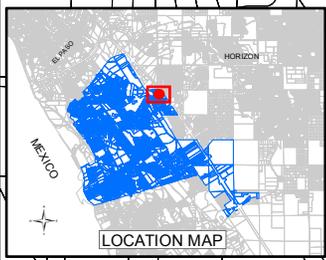
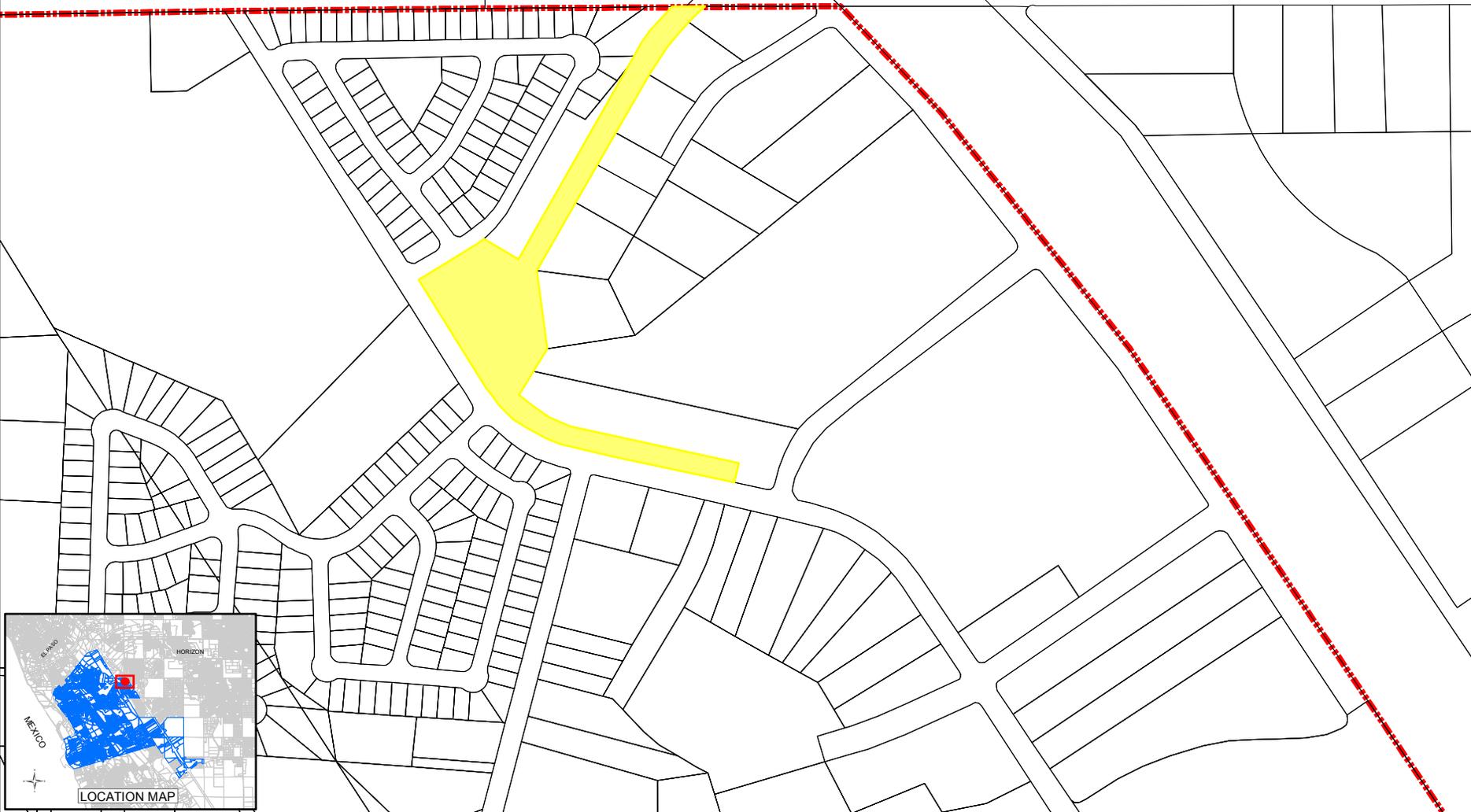
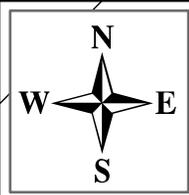
**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**25% match**

**ALTERNATIVE  
STAFF RECOMMENDATION**

# CITY OF SOCORRO, TX

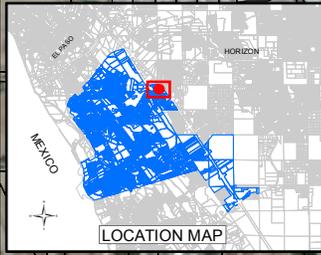


## SPARKS ARROYO

PLANNING AND ZONING DEPARTMENT  
860 N. RIO VISTA SOCORRO, TX. 79927  
TEL. (915) 872-8531 FAX (915) 872-8673



# CITY OF SOCORRO, TX



0 287.5 575 1,150 Feet

## SPARKS ARROYO

PLANNING AND ZONING DEPARTMENT  
860 N. RIO VISTA SOCORRO, TX. 79927  
TEL. (915) 872-8531 FAX (915) 872-8673





## State of Texas Hazard Mitigation Grant Program (HMGP) Comprehensive Hazard Mitigation Project Application Package

Help Protect Your  
Community with HMGP



**The completed application and one exact copy should be mailed to:**

State Hazard Mitigation Officer  
Division of Emergency Management  
Texas Department of Public Safety  
P.O. Box 4087  
Austin, Texas 78773-0226

Phone: (512) 424-2429  
Fax: (512) 424-5959  
Street Address:  
1033 La Posada Drive, Suite 310  
Austin, Texas 78752

# STATE OF TEXAS HAZARD MITIGATION GRANT PROGRAM INFORMATION

**IT IS VERY IMPORTANT TO REMEMBER that your application will be viewed by a person who has never been to your community and your goal is for that person to “see” and understand the need for, scope of, and value of your project to your community.**

**HMGP funds cannot be used as a match for other Federal funds nor can other Federal funds be used as a match for HMGP.**

## GENERAL INFORMATION

The Federal Emergency Management Agency (FEMA) places great emphasis on mitigation through the Hazard Mitigation Grant Program (HMGP). Cost-effective hazard mitigation measures identified through floodplain management review and other means may be eligible for grants. Federal contributions can be up to, but not exceed, 75% of the cost of the hazard mitigation measures approved for funding. Due to limited funding, the local applicant should be prepared to pay for a minimum of 25% of the project. All costs will be shared between Federal and local governments.

Law designates the State as the grantee for the receiving and awarding of HMGP funds by FEMA. The State will determine eligible applicants; recommend projects for funding; sub grant the funds to local jurisdictions for FEMA approved projects; account for the use of all HMGP funds; monitor the progress and completion of all projects; and provide a point of contact to coordinate project matters. FEMA is the final approving authority for all projects selected for funding.

## PROCESS

Application for funding is a two-phased process; first prospective applicants will submit a Notice of Interest (NOI). The State will screen the NOIs for eligible projects and eligible applicants, and will reply back to interested applicants. Once an eligible applicant has submitted an eligible project on a NOI, they will be invited to submit a full application. NOIs are normally due approximately 3 to 4 months after the declaration, and applications are normally due 1 to 2 months after that, but these times vary for each disaster. The State will publish a letter, detailing the deadlines for each disaster.

## ELIGIBILITY CRITERIA

*THE FOLLOWING ENTITIES ARE ELIGIBLE TO APPLY FOR THE HAZARD MITIGATION GRANT PROGRAM:*

1. State and local governments;
2. Private non-profit organizations or institutions that own or operate a private non-profit facility, as defined under State and Federal law;
3. Indian tribes or authorized tribal organizations.

*AND THEY MUST HAVE:*

1. A State and FEMA approved Mitigation Action Plan
2. A current emergency management plan that meets the requirements for a basic level of planning preparedness as defined in *the Preparedness Standards for Texas Emergency Management (DEM-100* available on the Texas Division of Emergency Management website).

AND THEY MUST BE:

A participating member in good standing (not sanctioned) with the National Flood Insurance Program (NFIP), if they have been mapped.

1. Be in conformance with goals of the State Hazard Mitigation Plan as a requirement of the FEMA-State agreement;
2. Have a beneficial impact, whether or not located in the designated disaster area;
3. Be environmentally sound in accordance with the National Environmental Protection Act (NEPA);
4. Solve a problem independently or constitute a functional portion of a solution whereby there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible;
5. Be cost-effective, i.e. will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area should future disasters occur. Both costs and benefits will be computed on a net present value basis, and using 7% as the discount rate.
6. Substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster. The applicant must demonstrate this by documenting that the project:
  - a. Addresses a problem that is repetitive, or a problem that poses a significant risk if left unsolved;
  - b. Is determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options.
7. Must be able to be completed within two years of the approval date.

**APPLICATION ITEMS**

To have projects considered for funding, applicants must provide the information requested by the HMGP Checklist on page **(7 & 8)**. Types of general topics for applications are: **Acquisition/Demolition, Retrofits, Individual Safe Room, Community Safe Rooms, Structural drainage, Elevations, Relocations, Planning, and Initiative**. Each type has specific information requirements and may not require all items on the checklist to be completed.

**Types of Projects:**

**1. Acquisition**

**Regular Acquisition.** Acquisition is the purchase of flood prone residential or commercial property. Structures on the property are razed, and the land is returned to the floodplain. Acquisitions are the most commonly funded mitigation project, and consistently rate high in the State’s mitigation strategy. Acquisition projects permanently solve the problem, are not subject to maintenance budget cuts by subsequent administrations, reduce flooding in remaining neighborhoods, can be done quickly, and are not affected by increasing flood heights due to upstream development. The acquired land, with an open-space deed restriction, becomes the property of the jurisdiction. The jurisdiction can then make use of the property, or lease the land out, for uses compatible with the open space deed restriction. Common uses are: linear parks, RV campgrounds, golf courses, storage of mobile property, and certain flood control projects. The demolition of existing structures should be done with a Public Assistance grant,

if PA is available to the jurisdiction, or with re-assigned flood insurance money. See table on following page for flowchart.

Regular Acquisition grants normally require all items except FEMA Engineering Checklist and if the project is based on substantial damage number BCA is not required; Consultation letters are always required from the U.S. Army Corps of Engineers and the Texas Department of Transportation. Consultation from the State Historical Preservation Office is required if the home is over 45 years old. See the 'Texas Property Acquisition Handbook' under separate cover, for additional instructions on buyouts.

**Fast-Track Acquisition.** Fast-Track acquisitions are a special category of acquisition that can be done very quickly due to some standing FEMA rules, but it is not offered in every disaster. Fast Track acquisition applications can only contain properties that are:

1. Substantially damaged in the incident period,
2. Located within a FEMA mapped 100 year floodplain,
3. Owner-occupied<sup>1</sup>,
4. Less than 45 years old.

## 2. Retrofit.

Retrofit projects require all checklist items except FEMA engineering checklist and phased only if applicable. Retrofit projects involve a wide array of projects that 'harden' structures or utility systems to withstand natural events without damage. Examples are: adding hurricane shutters to windows, replacing window glass with high-strength lexan glass, replacing commercial 'code' roofs with wind resistant engineered roofs, elevating electrical switch boxes out of flood-prone basements, and elevation of record archives. The addition of emergency generators to a larger project is allowable – however stand alone generator projects are not considered an eligible retrofit project. Wet and dry flood proofing of public or commercial structures and the dry flood proofing of historical residences are eligible projects; flood proofing of a non-historical residential structure is not eligible.

## 3. Individual Safe Room

The Texas Residential Safe Room Rebate Program is designed to reimburse a home owner, builder, or developer 50% (maximum of \$3,000.00) of the cost to install a National Storm Shelter Association (NSSA) tornado shelter in a home. These projects require all items except T-Properties Spreadsheet (a special form is used), Voluntary Participation Letter, Duplication of Benefits Statement, Sub Dam Certificate 90-91 PA form, FEMA Engineering Checklist and Maintenance Agreement. The only item Environmental and Historical consultation required is the SHPO and one BCA for the entire community. There is the additional requirement of a special form with Lat/Long and NSSA seal information. See the Texas Residential Safe Room Rebate Program handbook under separate cover for complete program information.

## 4. Community Safe Rooms

Community safe rooms can be done for tornado (based on the population that can reach the shelter within a set time frame) and hurricane. Community safe rooms will no longer be very large community multi use buildings. These projects require all items except T-Properties Spreadsheet, Voluntary Participation Letter, Duplication of Benefits Statement, Sub Dam Certificate 90-91 PA form FEMA Engineering Checklist. Maintenance Agreement is expanded for this type of project to be an Operations and Maintenance Plan

<sup>1</sup> Normally substantiated by checking for a homestead exemption in the property tax records

developed in accordance with FEMA Publication 361 – Design and Construction Guidance for Community Safe Rooms.

## 5. Structural

Structural projects do require T-Properties Spreadsheet, Voluntary Participation Letter, Duplication of Benefits Statement, Sub Dam Certificate 90-91 PA. Structural Projects are normally new or improvements on drainage or retention projects. If the project requires new dirt to be disturbed, it may take as long as two years for the required Environmental Assessment to be completed if done by FEMA. The benefit-cost study to support drainage projects also tends to be a formidable undertaking. These projects can be submitted as phased projects when additional information is needed in the areas of engineering, benefit cost analysis, and environmental.

## 6. Initiative

The congressional rules of the HMGP allow the State to waive the required benefit-cost ratio for 5% of the available HMGP funds – projects in this category are called Initiative projects. Initiative projects require all checklist items except T-Properties Spreadsheet, Voluntary Participation Letter, Duplication of Benefits Statement, Sub Dam Certificate 90-91 PA form, BCA and FEMA Engineering Checklist. Some projects will require environmental consultations. These are project types for which it is impossible to write a benefit-cost study, such as public information campaigns, warning system projects, and generators. Generators have their own application use form # TDEM-604. Access our [mitigation forms website](#) here.

## 7. Relocation and Elevation.

These projects require all items on the checklist except Sub Dam Certificate/90-91 PS, FEMA Engineering Checklist. All other items must be completed for both the current and future locations if Federal funds are used. The vast majority of frame homes built in Texas are slab-on-grade. It is almost never cost effective to elevate or relocate these homes above or out of the 100 year floodplain, especially if done as individual projects. Relocations of manufactured homes or pier-and-beam are more commonly cost effective. In an elevation or relocation project one should check on the availability of the Increased Cost of Compliance funds available from flood insurance written through the NFIP.

## 8. Planning Grants

Planning grants have their own application packet, form # TDEM-602. Access our [mitigation forms website](#) here.

## 9. Phased Projects: *per current HMA guidance*

In general, sufficient technical information is provided by the Applicant or sub-applicant to allow FEMA to make an eligibility determination on a sub-application. The costs to obtain this information are generally eligible as pre-award costs (see page 8 for further information). However, in rare circumstances it is beyond the sub-applicant's technical and financial resources to provide the complete technical information required for a full eligibility or environmental review of a complex project. The Applicant and FEMA may provide technical assistance to the sub-applicant to develop this complete body of technical data by approving a sub-

application to complete a Phase I design, engineering, environmental, or feasibility study. The Phase I study provides FEMA with a technical body of information mutually concurred on by the sub-applicant, the Applicant, and FEMA to determine project eligibility. If the results of the Phase I review indicate that the project meets HMGP requirements, the project would then be eligible for funding for construction under a Phase II approval. Phase I study funding is part of the project's total estimated cost, and is subject to HMGP cost share requirements. The use of a Phase I study should be limited to complex projects that require technical or environmental data beyond the scope of that generally required for a typical HMGP project. The following provides guidelines and outlines the process for selecting projects for Phase I/Phase II project approval.

### **Pre-Screening Process**

The project must meet the following pre-screening criteria for a conditional Phase I approval in the following sequence:

- State or Tribal (Standard or Enhanced) Mitigation Plan – The proposed project must be in conformance with the State or Tribal (Standard or Enhanced) Mitigation Plan.
- Justification for Selection of the Proposed Project – Justification must be provided for the selection of the proposed solution after consideration of a range of options.
- Potential Cost Effectiveness – The project demonstrates potential cost effectiveness based on a preliminary assessment of anticipated project benefits and cost. It is imperative that the sub-applicant is aware that this preliminary assessment is solely for the purpose of the Phase I pre-screening process and is not the final cost-effectiveness determination.
- EHP Review – Initial environmental review to identify major EHP compliance issues. The Phase I study is categorically excluded from NEPA review.
- Hydrologic and Hydraulic or Other Relevant Technical Data – The sub-applicant provides available hydrologic and hydraulic data based on existing models, and other relevant technical data, as appropriate.

### **Phase I Conditional Approval**

The Applicant and FEMA may approve projects meeting the above pre-screening requirements for technical assistance under a Phase I conditional approval. FEMA and the Applicant will coordinate closely to ensure mutual concurrence on all data and technical information as the Phase I technical review process proceeds. The sequence for the process is as follows:

- Hydrologic and Hydraulic or Other Relevant Technical Data – If appropriate, the Applicant and FEMA will review the hydrologic and hydraulic or other technical data provided by the sub-applicant.
- Preliminary Engineering Design – Based upon the technical data, the sub-applicant develops a preliminary engineering design and layout and cost estimates with ad-hoc technical assistance from the Applicant and FEMA. The sub-applicant's design and costing must meet Applicant and FEMA approval before proceeding with the BCA.
- EO 11988 – If applicable, based upon the technical data and revised engineering design, the project must demonstrate compliance with floodplain management requirements under this EO. If a FIRM amendment or revision will be necessary, the Applicant and FEMA will provide the sub-applicant with technical assistance to meet this requirement.

- Refinement of the Cost-Effectiveness Assessment – Based upon the revised design and cost estimates, the Applicant and FEMA will refine the preliminary assessment of cost effectiveness conducted in the Phase I pre-screening process. This will result in a final BCR to evaluate the project’s cost effectiveness, which will include the all project costs including Phase I.
- EHP Review – The Applicant and FEMA will conduct a review of the revised project design to ensure EHP compliance. The project will meet EHP review requirements before Phase II approval.

**Phase II Approval-Construction Process**

If the project is determined to be eligible, technically feasible, cost effective, and compliant with EHP requirements under the Phase I technical review, the project may then be approved for construction under Phase II.

**10. Wildfire Projects**

Projects to mitigate at-risk structures and associated loss of life from the threat of future wildfire through:

- **Defensible Space:** Creating perimeters around homes, structures and critical facilities through the removal or reduction of flammable vegetation.
- **Application of Ignition-Resistant Construction:** Projects that apply ignition –resistant techniques and/or non-combustible materials on new and existing homes, structures and critical facilities.
- **Hazardous Fuels Reduction:** Projects that remove vegetative fuels proximate to the at-risk structure, if ignited, pose significant threat to human life/property, especially critical facilities.

Wildfire project applications require all application items except FEMA engineering checklist, T properties spreadsheet, Sub DAM and Certificate/90-91 PA. Use Phased Projects if applicable and you may need the voluntary participation letter depending on the type of project you are doing.

**Pre-award costs**

Costs incurred after the HMA application period has opened, but prior to the date of the grant award or final approval, are identified as pre-award costs. For **HMGP**, the opening of the application period is the date when HMGP is authorized, which is generally the date of declaration. Pre-award costs directly related to developing the application or sub-application may be funded through HMA as funds are available. Such costs may have been incurred, for example, to develop a BCA, to gather EHP data, for preparing design specifications, or for workshops or meetings related to development and submission of HMA applications and sub-applications. Costs associated with implementation of the activity but incurred prior to grant award or final approval are not eligible (projects initiated or completed prior to grant award or full approval of the project are not eligible). To be eligible for HMA funding, pre-award costs must be identified as separate line items in the cost estimate of the sub-application. Applicants and sub-applicants may identify such pre-award costs as their non-Federal cost share. Applicants and sub-applicants who are not awarded grants or sub-grants will not receive reimbursement for the corresponding pre-award costs.

These projects are normally drainage in nature, complex in supporting documentation and can be both time consuming and expensive. The cost of phase I must be covered as part of the total project cost within the benefit cost ratio of 1 or better. It requires a separate budget for the phase 1 studies that must be performed. The projects are still limited to a 24 month period of performance once approved. The State, upon request, can often provide some assistance with the application process on these projects.

## HMGP GRANT APPLICATION CHECKLIST

*NOTE: For generator only applications only use TDEM-604 packet & for Mitigation Action Planning grants use TDEM-602 packet.*

SUB-APPLICANT:	NFIP STATUS:
EMERGENCY PREPAREDNESS APPROVAL LEVEL:	MAP DATE:
PROJECT DESCRIPTION:	

DOCUMENT	COMPLETE	COMMENTS
1. Texas State Application	<input type="checkbox"/>	A Texas application must be included in your application.
2. State of Texas Assurances	<input type="checkbox"/>	Complete this form and ensure compliance.
3. Is this project identified in your Mitigation Action Plan?	<input type="checkbox"/>	If yes, in your Scope of Work, include the name of the plan you're participating in and the section and page it is identified.
4. SF 424 - Federal Application	<input type="checkbox"/>	This is a standard form for those requesting federal funding.
a. FEDERAL ASSURANCES FEMA 20-16	<input type="checkbox"/>	Summary sheet for assurances
b. 20-16 A or B & 20-16 C	<input type="checkbox"/>	Construction or non-construction assurances and lobbying certification
5. Project Officer Designation Form	<input type="checkbox"/>	Use this to designate primary and secondary contacts - these are the individuals the State will contact regarding this project. If these individuals change during the course of the project this form needs to be resubmitted.
6. Third Party Officer Designation Form	<input type="checkbox"/>	Contractors /Individuals/Companies (if applicable) that we may work with on the application or the implementation of the project.
7. Floodplain Manager Form	<input type="checkbox"/>	Complete this form with the information of the floodplain manager designated for the Sub-Applicant in which the project is located.
8. Floodplain Manager's Assessment	<input type="checkbox"/>	<b>Label As: Attachment A.</b> Floodplain Manager is to make a statement about the project's location in relationship to the floodplain/way and describe the affects of the project to the floodway/plain
9. 25% Or More Match Certification	<input type="checkbox"/>	<b>Label As: Attachment B.</b> This is on agency or Sub-Applicant letterhead certifying the ability to meet the 25% <b>OR MORE</b> cost share of the project.
10. Scope of Work	<input type="checkbox"/>	<b>Label As: Attachment C.</b> Two alternates are required and one can be the results of doing nothing. Make sure your SOW coincides with your timeline and cost breakdown. All will be compared.
11. Project Cost Breakdown	<input type="checkbox"/>	Include a breakdown of your management costs and avoid using lump sums. Make sure this coincides with your SOW and timeline.
12. Project Timeline	<input type="checkbox"/>	Quarterly timeline with at <u>least</u> 2 activities per quarter <u>not</u> including submittal of quarterly report as an activity. Make sure this coincides with the cost breakdown and SOW.
13. Environmental Justice Statement	<input type="checkbox"/>	<b>Label As: Attachment D.</b> Put on Sub-Applicant's signed letterhead. As a means to comply with EO 12898 requirements, all HMGP applications must include an Environmental Justice Statement signed by the authorized agent or chief elected/executive official that answers the following: <ol style="list-style-type: none"> <li>1. Are there concentrations of low income or minority populations in or near the HMGP project?</li> <li>2. Will the HMGP project result in a disproportionately high and adverse effect on low income or minority populations?</li> <li>3. What action(s) will be taken to insure achievement of environmental justice for low income and minority populations?</li> </ol>
14. Record of Environmental Consideration	<input type="checkbox"/>	This section should provide the back-up discussion and documentation needed by the environmental section of FEMA Region VI for the completion of the Record of Environmental Consideration (REC) form. The REC form identifies all of the environmental laws that must be addressed by projects using Federal funding.

15. NEPA letters	Upon Request	National Environmental Protection Agency. Do not Contact the NEPA agencies until your project has been selected by the State and the specific letters have been requested as a result of your project review.
16. T-Properties Spreadsheet	<input type="checkbox"/>	<b>Label As: Attachment E.</b> This spread sheet must be populated and should be printed in the application as well as submitted on CD. The final totals on the spreadsheet should equal the amounts reflected on the State and FEMA applications. Do not alter this spread sheet as it is incorporated into a database. If you have any questions contact Mildred Reno at mildred.reno@dps.texas.gov or 512-424-2428.
17. Voluntary Participation Letter	<input type="checkbox"/>	<b>Label As: Attachment F.</b> In an acquisition project this must be signed by each owner and must be submitted with the application –the names on the application and the letter must match or be submitted with a power of attorney. Properties not covered by a letter will be removed from the application. Multi-jurisdictional Planning Grants must include a letter of intent to participate for each participant identified in the application such as county, cities, school systems, and private non-profits.
18. Duplication of Benefits Statement	<input type="checkbox"/>	<b>Label As: Attachment G.</b> This would be a statement addressing how the Sub-Applicant will identify and address duplication of benefit issues on acquisition projects
19. Sub Dam Certificate/90-91 PA form	<input type="checkbox"/>	<b>Label As: Attachment H.</b> The floodplain manager or building permit office in the jurisdiction normally issues the Substantial Damage Certificate or Certification Letter. This letter is required for substantially damaged properties in acquisition projects that are not supported by a benefit cost analysis.
20. FEMA Engineering Checklist	<input type="checkbox"/>	Use this for all structural projects such as drainage, channelization, etc.
21. BCA Cover Sheet	<input type="checkbox"/>	<b>Label 21 &amp; 22 As: Attachment I.</b> Attach this form to the front of your BCA study submission.
22. BCA Data and Supporting Documentation	<input type="checkbox"/>	With three exceptions, all HMGP projects must be accompanied by a cost-effectiveness study. The exceptions are: <ol style="list-style-type: none"> <li>1. A Mitigation Action Plan,</li> <li>2. An Acquisition project totally comprised of structures that were certified as Substantially Damaged in the disaster event, and which are in a FEMA mapped floodplain.</li> <li>3. Projects requested under the ‘Initiative’ category.</li> </ol> It is a Federal requirement that all Hazard Mitigation Grant Program (HMGP) projects be cost-effective, meaning that the project benefits (avoided future losses) are higher than the project costs. Project costs and benefits will be computed on a net present value basis; net present value is defined as the total value of benefits over a project’s life, discounted by a rate determined by the Office of Management and Budget. You must use a FEMA BCA module. NOTE: Only FEMA BCA software version 4.5 or later may be used in new applications
23. Maintenance Agreement	<input type="checkbox"/>	<b>Label As: Attachment J.</b> This statement must be on Sub-Applicant letterhead and indicate what agency will be responsible for the maintenance of the completed project and identify any additional costs required to do so.
24. FIRM With Project Plotted	<input type="checkbox"/>	<b>Label As: Attachment K.</b> County/City/Sub-Applicant Index Map. Create a FIRM-ette and identify participants.
25. Pictures	<input type="checkbox"/>	<b>Label As: Attachment L.</b> Provide a description/explanation. Pictures may also be requested to verify progress reports.
26. Phased Projects	<input type="checkbox"/>	Specify which activities will be phased. Include a narrative and a cost breakdown of the phased activities. This amount must be included in the total cost of the project.
a. Phased Scope of Work/Narrative	<input type="checkbox"/>	Activities to be phased such as Hydrologic and Hydraulic Studies, Final Engineering Design, EO 11988 , BCA, Environmental Historical Preservation and Environmental Assessment.
b. Phased Cost Breakdown	<input type="checkbox"/>	Detailed cost breakdown of those activities.

**MITIGATION GRANT PROJECT APPLICATION**

*TEXAS HAZARD MITIGATION GRANT PROGRAM*

Mail Application to:	State Hazard Mitigation Officer Division of Emergency Management Texas Department of Public Safety P. O. Box 4087 Austin, Texas 78773-0226	Phone: (512) 424-2429 FAX: (512) 424-5959
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<b>SUB-APPLICANT COUNTY:</b>	<b>DUNS CODE:</b>
<b>NAME OF SUB-APPLICANT: (CITY, AGENCY, ETC.)</b>	<b>FIPS CODE:</b>
	<b>POINT - OF - CONTACT</b>
<b>SUB-APPLICANT ADDRESS: (STREET, CITY, ZIP)</b>	<b>PHONE:</b>
	<b>MOBILE:</b>
<b>PROJECT LOCATION ADDRESS:</b>	<b>FAX:</b>
	<b>E-MAIL:</b>
<b>ESTIMATED TOTAL PROJECT COST: \$</b>	<b>PRE-AWARD COST: \$</b>  Costs directly related to preparing the sub-application such as BCA development, the gathering of environmental data, and project design meetings, must be a separate line item included in the total project cost breakdown and identified as pre-award costs to be eligible for use as non-federal cost share. If the project does not receive federal approval and grant funds are not awarded, then you will not receive reimbursement for pre-award costs.
<b>FEMA FUNDING (75%): \$</b>	
<b>LOCAL MATCH (25%): \$</b>	
<b>SOURCE OF LOCAL FUNDING:</b>	

**DESCRIPTION OF PROJECT / SCOPE OF WORK:**

<b>Signature:</b>	<b>20. Title:</b>	<b>21. Date:</b>
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**THIS SECTION FOR STATE USE ONLY**

RECOMMENDED <input type="checkbox"/>	<b>DISASTER DECLARATION NUMBER:</b>
NOT RECOMMENDED <input type="checkbox"/>	<b>PROJECT CODE:</b>
INELIGIBLE <input type="checkbox"/>	<b>DATE RECEIVED:</b>
<b>STATE HAZARD MITIGATION OFFICER'S SIGNATURE:</b>	<b>TX APPLICATION #:</b>
	<b>FEMA APPLICATION #:</b>
	<b>LAT/LONG:</b>
	<b>COMMENTS:</b>
<b>DATE:</b>	

## State of Texas Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the applicant's responsibility to ensure that all assurances required by the awarding agency are submitted.

**The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.**

(1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) A subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas

Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Uniform Grant Management Standards, Part III, subpart C.36 for additional guidance on contract provisions.)

(8) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (10).

(10) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (13).

(11) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(12) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (12).

(13) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) Subgrantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurances number (15).

(17) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (16).

(18) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (17).

(19) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(20) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (9).

(21) Subgrantees will comply with Public Law 103277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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Subgrantee Name & Title	Date
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Signature

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable)	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project.																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">A. State</td> <td style="width: 25%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private Industry</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private Industry	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private Industry																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">A. Increase Award</td> <td style="width: 25%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

**APPLICATION FOR FEDERAL ASSISTANCE**

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-construction		<b>2. DATE SUBMITTED</b>	Applicant Identifier	
		Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		Federal Identifier
<b>5. APPLICANT INFORMATION</b>				
Legal Name:		<b>Organizational Unit:</b>		
Organizational DUNS:		Department:		
<b>Address:</b>		Division:		
Street:		<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b>		
City:				Prefix:
County:		Middle Name:		
State:		Last Name:		
Zip Code:		Suffix:		
Country:		Email:		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]		Phone Number (give area code)		
		FAX Number (give area code)		
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) [ ]    [ ] Other (specify)		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) Other (specify)		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> [ ] [ ] - [ ] [ ] [ ] [ ]		<b>9. NAME OF FEDERAL AGENCY:</b>		
TITLE (Name of Program) <UuUfX'A]H[ U]cb'; fUbhDfc[ fUa		<b>11. DESCRIPTIVE TITLE OF APPLICANTS PROJECT:</b>		
<b>12. AREAS AFFECTED BY PROJECT</b> (Cities, Countries, States, etc.)				
<b>13. PROPOSED PROJECT</b>		<b>14. CONGRESSIONAL DISTRICTS OF:</b>		
Start Date	Ending Date	a. Applicant	b. Project	
I dcb'5 dd[cj U	....& 'a cbh g'UZMf'Uddfcj U			
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>		
a. Federal	\$ .00	a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
b. Applicant	\$ .00			
c. State	\$ .00			
d. Local	\$ .00			
e. Other	\$ .00			
f. Program Income	\$ .00	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>		
g. TOTAL	\$ .00	<input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.</b>				
a. Authorized Representative				
Prefix	First Name	Middle Name		
Last Name		Suffix		
b. Title		c. Telephone Number (give area code)		
Email:		Fax Number (give area code)		
d. Signature of Authorized Representative		e. Date Signed		

<b>U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>	<i>O.M.B. No. 3067-0206 Expires February 28, 2007</i>
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FOR FY	CA FOR <i>(Name of Applicant)</i>
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This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Typed Name of Authorized Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Authorized Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed

**NOTE:** By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

**U.S. DEPARTMENT OF HOMELAND SECURITY  
ASSURANCES-CONSTRUCTION PROGRAMS**

**NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

**As the duly authorized representative of the applicant, I certify that the applicant:**

- |  |  |
|--|--|
| <p><b>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.</b></p> <p><b>2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</b></p> <p><b>3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.</b></p> <p><b>4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.</b></p> <p><b>5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.</b></p> <p><b>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</b></p> <p><b>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</b></p> <p><b>8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</b></p> | <p><b>9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.</b></p> <p><b>10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.</b></p> <p><b>11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.</b></p> <p><b>12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</b></p> |
|--|--|

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**U.S. DEPARTMENT OF HOMELAND SECURITY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

**U.S. DEPARTMENT OF HOMELAND SECURITY  
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.**

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. *(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)*

**2. DEBARMENT, SUSPENSION, AND OTHER  
 RESPONSIBILITY MATTERS  
 (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE  
 (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

\_\_\_\_\_

**PROJECT OFFICER DESIGNATION  
For  
HAZARD MITIGATION GRANT**

\_\_\_\_\_  
**Date**

**Subgrantee:** \_\_\_\_\_

Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: \_\_\_\_\_

I designate my Project Officer for this grant as follows:

Primary Project Officer	Secondary Project Officer
Name	Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Phone	Daytime Phone
Fax Number	Fax Number
Email	Email
<p>The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Designated Project Officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas for all matters pertaining to this grant, and will serve as the single point of contact with the designated State Project Officer.</p>	

\_\_\_\_\_  
Signature of Mayor, Judge, or Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of above Authorized Official

## Third Party Authorization

Date: \_\_\_\_\_

HMGP Sub-grantee: \_\_\_\_\_

Hazard Mitigation Grant Program (HMGP) Project Number: \_\_\_\_\_

In order to be more efficient in assisting our sub-grantee's with their HMGP applications and projects, the State is asking for the contact information below to be filled out for any contacts in addition to the primary and secondary project officers, who will be authorized for involvement in the grant application or project identified above. This would include outside consultants.

Name:
Organization:
Official Position:
Mailing Address:
City, State, Zip:
Daytime Phone:
Fax Number:
Email:

The above individual has been given permission to communicate with the Texas Division of Emergency Management, Mitigation section, by the sub-grantee concerning their Hazard Mitigation Grant Program applications and projects.

\_\_\_\_\_  
Signature of Authorized Agent/Project Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**FLOODPLAIN MANAGER FORM  
For  
HAZARD MITIGATION GRANT**

\_\_\_\_\_  
**Date**

**Subgrantee:** \_\_\_\_\_

Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: \_\_\_\_\_

The designated Floodplain Manager for this project application is as follows:

	Floodplain Manager
Name	
Organization	
Official Position	
Mailing Address	
City, State, Zip	
Daytime Phone	
Cell Number	
Fax Number	
Email	
	Certified Floodplain Manager (CFM) Information
CFM Certification Number	
If not a CFM – enter the date of attendance for:	
CFM - 1 Week Course	
Floodplain 101	
The designated Floodplain Manager is authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas matters pertaining to floodplain issues for this grant.	

\_\_\_\_\_  
Signature of Mayor, Judge, or Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of above Authorized Official



**Project Timeline** *(Submitting quarterly report does not count as a measure)*

Quarter	Action Items	Description
1	1.	
	2.	
2	1.	
	2.	
3	1.	
	2.	
4	1.	
	2.	
5	1.	
	2.	
6	1.	
	2.	
7	1.	
	2.	
8	1.	
	2.	

# Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

**Project Name/Number:**

**Project Location:**

**Project Description:**

## **I. Compliance Review for Environmental Laws (other than NEPA)**

### **A. National Historic Preservation Act**

Not type of activity with potential to affect historic properties. **(Review Concluded)**

Applicable executed Programmatic Agreement (insert date) Otherwise, conduct standard Section 106 review.

Activity meets Programmatic Allowance # \_\_\_\_\_

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

### ***HISTORIC BUILDINGS AND STRUCTURES***

No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**

Building or structure listed or 45/50 years or older in project area and activity not exempt from review.

Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)

Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments

No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)

- Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required  Yes (see section V)  No  
**(Review Concluded)**

**ARCHEOLOGICAL RESOURCES**

- Project affects only previously disturbed ground. **(Review Concluded)**
- Project affects undisturbed ground.
  - Project area has no potential for presence of archeological resources
    - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
  - Project area has potential for presence of archeological resources
    - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required  Yes (see section V)  No  
**(Review Concluded)**
    - Determination of historic properties affected
      - NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required  Yes (see section V)  No  
**(Review Concluded)**
      - NR eligible resources present in project area. (FEMA finding/SHPO/THPO concurrence on file)
        - No Adverse Effect Determination. (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required?  Yes (see section V)  
 No **(Review Concluded)**
        - Adverse Effect Determination. (FEMA finding/SHPO/THPO concurrence on file)
          - Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required?  Yes (see section V)  No  
**(Review Concluded)**

<i>Comments:</i>
<i>Correspondence/Consultation/References:</i>

**B. Endangered Species Act**

- No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**
- Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.

No effect to species or designated critical habitat. (See comments for justification)

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Likely to adversely affect species or designated critical habitat  
 Formal consultation concluded. (Biological Assessment and Biological Opinion on file)

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**C. Coastal Barrier Resources Act**

Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.

Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)

Proposed action an exception under Section 3505.a.6? **(Review Concluded)**

Proposed action not excepted under Section 3505.a.6.

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**D. Clean Water Act**

Project would not affect any waters of the U.S. **(Review Concluded)**

Project would affect waters, including wetlands, of the U.S.

Project exempted as in kind replacement or other exemption. **(Review Concluded)**

Project requires Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**E. Coastal Zone Management Act**

- Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
- Project is located in a coastal zone area and/or affects the coastal zone
  - State administering agency does not require consistency review. **(Review Concluded)**.
  - State administering agency requires consistency review.  
Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**F. Fish and Wildlife Coordination Act**

- Project does not affect, control, or modify a waterway/body of water. **(Review Concluded)**
- Project affects, controls or modifies a waterway/body of water.
  - Coordination with USFWS conducted
    - No Recommendations offered by USFWS. **(Review Concluded)**
    - Recommendations provided by USFWS.  
Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**G. Clean Air Act**

- Project will not result in permanent air emissions. **(Review Concluded)**
- Project is located in an attainment area. **(Review Concluded)**
- Project is located in a non-attainment area.
  - Coordination required with applicable state administering agency..  
Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**H. Farmland Protection Policy Act**

- Project does not affect designated prime or unique farmland. **(Review Concluded)**

- Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
  - Coordination with Natural Resource Conservation Commission required.
    - Farmland Conversion Impact Rating, Form AD-1006, completed.
      - Are project conditions required?  YES (see section V)  NO  
**(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**I. Migratory Bird Treaty Act**

- Project not located within a flyway zone. **(Review Concluded)**
- Project located within a flyway zone.
  - Project does not have potential to take migratory birds. **(Review Concluded)**
    - Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
  - Project has potential to take migratory birds.
    - Contact made with USFWS
      - Are project conditions required?  YES (see section V)  NO  
**(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**J. Magnuson-Stevens Fishery Conservation and Management Act**

- Project not located in or near Essential Fish Habitat. **(Review Concluded)**
- Project located in or near Essential Fish Habitat.
  - Project does not adversely affect Essential Fish Habitat. **(Review Concluded)**
    - Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
  - Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
    - NOAA Fisheries provided no recommendation(s) **(Review Concluded)**
      - Are project conditions required?  Yes (see section V)  No  
**(Review Concluded)**
    - NOAA Fisheries provided recommendation(s)
      - Written reply to NOAA Fisheries recommendations completed.
        - Are project conditions required?  YES (see section V)  NO  
**(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**K. Wild and Scenic Rivers Act**

- Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**
- Project is along or affects WSR
  - Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.** (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**
  - Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
    - Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**L. Other Relevant Laws and Environmental Regulations**

Identify relevant law or regulations, resolution and any consultation/references

**II. Compliance Review for Executive Orders**

**A. E.O. 11988 - Floodplains**

- No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
- Located in Floodplain or Effects on Floodplains/Flood levels
  - No adverse effect on floodplain and not adversely affected by the floodplain. **(Review Concluded)**,
    - Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
  - Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded)**.
  - Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
    - 8 Step Process Complete - documentation on file
      - Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**B. E.O. 11990 - Wetlands**

- No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
  - Located in Wetland or effects Wetland(s)
    - Beneficial Effect on Wetland - **(Review Concluded)**
    - Possible adverse effect associated with constructing in or near wetland
      - Review completed as part of floodplain review
      - 8 Step Process Complete - documentation on file
- Are project conditions required?  YES (see section V)  NO
- (Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations**

- No Low income or minority population in, near or affected by the project - **(Review Concluded)**
- Low income or minority population in or near project area
  - No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**
  - Disproportionately high or adverse effects on low income or minority population
    - Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:*  
*Correspondence/Consultation/References:*

**III. Other Environmental Issues**

**Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).**

*Comments:*  
*Correspondence/Consultation/References:*

**IV. Extraordinary Circumstances**

**Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.**

\* A “Yes” under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

**Yes**

- (i) Greater scope or size than normally experienced for a particular category of action
- (ii) Actions with a high level of public controversy
- (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
- (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
- (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
- (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
- (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
- (viii) Potential for adverse effects on health or safety; and
- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

*Comments:*

**FEMA REGION VI MITIGATION GRANT PROGRAM  
ENGINEERING CHECKLIST**

Project Title:  
Applicant:  
Project Number:

Project Location:  
Grant Number:

<u>Yes</u>	<u>No</u>	<u>Attached</u>	<u>Overall Project Information</u>
		<input type="checkbox"/>	How was this project identified?
<input type="checkbox"/>	<input type="checkbox"/>		Will this project change effective BFE's, floodplain or floodway boundaries?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a flood study been prepared?

			What level of planning has been completed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conceptual – General layout, flow capacity, due diligence study, and quantity estimate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Preliminary – 35% plans with survey, plan and profile sheets, grade lines and potential conflicts identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Plans – 100% complete plans and bid documents
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a Conditional Letter Of Map Revision (CLOMR) been prepared? <input type="checkbox"/> Prepared <input type="checkbox"/> Submitted <input type="checkbox"/> Approved

**Structural Elements**

- 1) Check “Yes” for those elements that are proposed in this project,
- 2) list the number of each type of proposed structural element,
- 3) provide one copy of the corresponding “Structure Check List” for each proposed structure.

<u>Yes</u>	<u>No</u>	<u>Number</u>	<u>Structure Type</u>	<u>Page</u>
<input type="checkbox"/>	<input type="checkbox"/>		Detention / Retention	2
<input type="checkbox"/>	<input type="checkbox"/>		Diversion	2
<input type="checkbox"/>	<input type="checkbox"/>		Berm / Floodwall	3
<input type="checkbox"/>	<input type="checkbox"/>		Flap Gate / Flood Gate	3
<input type="checkbox"/>	<input type="checkbox"/>		Channelization	4
<input type="checkbox"/>	<input type="checkbox"/>		Bridge / Culvert	4



**FEMA REGION VI MITIGATION GRANT PROGRAM  
ENGINEERING CHECKLIST**

Project Title:

Applicant:

Project Number:

Project Location:

Grant Number:

**Detention / Retention Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Drainage Area: \_\_\_\_\_ sq. mi. Type of Structure:  Detention  Retention

Does any portion meet the state definition of a Dam?  Yes  No

Design Storm: \_\_\_\_\_ Classification \_\_\_\_\_

	Design Storm	100-Year
Peak Inflow (cfs)		
Peak Outflow (cfs)		
Storage Volume (ac-ft)		

Sizing Method:  Computer Model (HEC-1, HEC-HMS, TR-20, etc):  
 Modified Rational Method  Other:

Immediate downstream maximum non-damaging discharge: \_\_\_\_\_ cfs

**Diversion Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Drainage Area: \_\_\_\_\_ sq. mi. Type of Structure:  Off Channel Storage  Other:

Design Storm: \_\_\_\_\_

Peak Inflow: \_\_\_\_\_ cfs Diverted Flow: \_\_\_\_\_ cfs Remaining Flow: \_\_\_\_\_ cfs

Diversion is proposed by:  Gravity  Pumping

Proposed pump \_\_\_\_\_ Number: \_\_\_\_\_ Size: \_\_\_\_\_ gpm

Description of sizing method:  is \_\_\_\_\_  is not attached

Immediate downstream maximum non-damaging discharge: \_\_\_\_\_ cfs

**FEMA REGION VI MITIGATION GRANT PROGRAM  
ENGINEERING CHECKLIST**

Project Title:  
Applicant:  
Project Number:

Project Location:  
Grant Number:

**Berm / Floodwall Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Type of Structure:     Berm         Floodwall     Other:

Design Storm:        Proposed Material:     Earthen     Concrete     Other:

	Drainage Area (sq. mi)	Design Discharge (cfs)	100-year Discharge (cfs)
Water side			
Land side			

Minimum Freeboard: Average:        ft    Upstream End:        ft    Downstream End:        ft

- Internal Drainage Plan         Yes         No         Attached
- Geotechnical Report         Yes         No         Attached
- Hydraulic Study         Yes         No         Attached
- Proposed Pumps         Yes         No         Description Attached

Immediate downstream maximum non-damaging discharge:        cfs

**Flap Gates / Flood Gates Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Design Storm:        Hydraulic Study         Yes         No         Attached

	Drainage Area (sq. mi)	Design Discharge (cfs)	100-year Discharge (cfs)
Water side			
Land side			

Upstream Pool Elevation:        ft. msl.    Lowest Finished Floor of Adjacent Structures:        ft. msl.

Pool elevation determined by:         Computer Model (HEC-1, HEC-HMS, TR-20, etc):  
 Modified Rational Method         Other:

**FEMA REGION VI MITIGATION GRANT PROGRAM  
ENGINEERING CHECKLIST**

Project Title:  
Applicant:  
Project Number:

Project Location:  
Grant Number:

**Bridge / Culvert Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Method used to size the proposed structure (e.g., HEC-2, HEC-RAS, WSPRO, HY8): \_\_\_\_\_

Dimensions: Culvert Set #1      barrels      foot span by      foot rise      Material:  
                   Culvert Set #2      barrels      foot span by      foot rise      Material:  
                   Culvert Set #3      barrels      foot span by      foot rise      Material:

Upstream Flowline:      Downstream Flowline:      High Chord:      Low Chord:

Total cross sectional area below low chord:      sq. ft.      Drainage Area:      sq. mi.

Design Storm:      Structure Capacity:      cfs at Headwater Elevation:      ft. msl.

	Design Storm	100-Year
Peak Discharge (cfs)		
Tail Water (ft msl)		
Headwater (ft msl)		

Immediate downstream maximum non-damaging discharge:      cfs

**Channelization Check List**

Fill out this section for each element for this project

Name/Description of Element: \_\_\_\_\_ Number \_\_\_\_\_ of \_\_\_\_\_

Proposed material:     Earthen/grass lined     Concrete     Gabion Lined     Other:

Drainage Area:      sq. mi.      Design Storm:

Design Peak Discharge:      cfs    100-Year Peak Discharge:      cfs

Channel Capacity:      cfs       with      feet of freeboard       without freeboard

Sizing Method:       Computer Model (HEC-2, HEC-RAS, etc):  
                            Hand Calculation (Manning's Equation or other):

Immediate downstream maximum non-damaging discharge:      cfs



# Texas State Benefit-Cost Study Coversheet

(Attach this coversheet to the face of any benefit-cost study submitted for HMGP)

The benefit-cost ratio for this project is \_\_\_\_\_ to 1.

Date: \_\_\_\_\_

The BCA software version is: \_\_\_\_\_

1. The Benefit-Cost study method I have chosen to use is: (check one)

- Flood
- Hurricane
- Tornado
- Wildfire
- Earthquake
- Damage Frequency Analysis (DFA)

2. The loss frequency (if applicable) is \_\_\_\_\_ years<sup>1</sup>.

3. I have checked and to the best of my ability to determine, the attached benefit-cost study is mathematically correct. Additionally, all figures used are supported by a benefit cost analysis narrative and attached documentation.

\_\_\_\_\_  
Name of Person Preparing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Contact Number

\_\_\_\_\_  
Secondary Contact Number

\_\_\_\_\_  
Email address

*For State Use Only, review statement.*

<sup>1</sup> This is a number, not a range of numbers. Example: 5 years or 6.7 years, not 'frequently' or 'every 5 to 7 years'



# HMGP Phase I Request form

Specify which activities will be phased. Include a narrative and a cost breakdown of the phased activities. This amount must be included in the total cost of the project.

## Sub-Applicant Information

Sub-Applicant

County

Briefly describe the project:

## Phase I Activities Requested

## Cost

Hydrologic and Hydraulic

Final Engineering Design

EO 11988 - <http://www.fema.gov/plan/ehp/ehplaws/eo11988.shtm>

Benefit Cost Analysis

Environmental Historical Preservation Review and Environmental Assessment

## Total Phase I

Notes:

## For State Use Only

Project #

Date Submitted

Project Officer

Date Approved

Date Due

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: February 13, 2014**

**TO: Mayor and Council**

**FROM: Jesus Ruiz, Mayor**

**SUBJECT: Resolution waiving permit fees**

**SUMMARY**

*Discussion and action* of approving Resolution 473, A Resolution of the City of Socorro, Texas authorizing the City of Socorro to waive permit fees in the amount of \$35,000 as an in-kind contribution to demonstrate further support of the proposed Socorro Palms development. (Presentation by Bobby Bowling)

**BACKGROUND**

N/A

**STATEMENT OF THE ISSUE**

Tropicana Building II, LLC is proposing to develop affordable rental housing along Socorro Road. In addition, they intent to submit an application to the Texas Department of Housing and Community Affairs for 2014 Competitive 9% housing tax credits. Tropicana Building II, LLC is asking the city to waive permit fees in the amount of \$35,000 as an in-kind contribution.

**FINANCIAL IMPACT**

N/A

**ALTERNATIVE**

None

**RECOMMENDATION**

Approve the Resolution authorizing the waiver of permit fees.

*Jesus Ruiz*  
Mayor

*Rene Rodríguez*  
At Large

*Maria Reyes*  
District 1 / Mayor Pro-Tem



*Gloria M. Rodríguez*  
District 2

*Mary B. García*  
District 3

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**RESOLUTION 473**

**A RESOLUTION OF THE CITY OF SOCORRO, TEXAS AUTHORIZING THE CITY OF SOCORRO TO WAIVE PERMIT FEES IN THE AMOUNT OF \$35,000 AS AN IN-KIND CONTRIBUTION TO DEMONSTRATE FURTHER SUPPORT OF THE PROPOSED SOCORRO PALMS DEVELOPMENT.**

Whereas, **Tropicana Building II, LLC** has proposed a development for affordable rental housing called **Socorro Palms**, located **734 feet Northeast of Passmore Street along Socorro Road** in the **City of Socorro, Texas** ; and

Whereas, **Tropicana Building II, LLC** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014 Competitive 9% Housing Tax Credits for **Socorro Palms**,

It is hereby RESOLVED, that the City of Socorro, acting through its governing body, hereby confirms that it **supports** the proposed **Socorro Palms development located 734 feet Northeast of Passmore Rd off Socorro Rd.** and that this formal action has been taken to put on record the opinion expressed by the City of Socorro on **February 20th, 2014**, and

RESOLVED, that the City of Socorro, acting through its governing body, hereby confirms that it will waive permit fees in the amount of \$35,000 as an in-kind contribution to demonstrate further support of the proposed Socorro Palms development, and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person—must be City Manager Willie Norfleet and/or Mayor Jesus Ruiz]** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed and approved this 20<sup>th</sup> day of February, 2014.

Resolution 473  
February 20, 2014

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*Jesus Ruiz, Mayor*

**ATTEST:**

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*Sandra Hernandez, City Clerk*

**APPROVED AS TO FORM:**

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*Jim Martinez, City Attorney*



Item 17

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: February 13, 2014**

**TO: Mayor and Council**

**FROM: Gloria M. Rodriguez, District 2 City Representative**

**SUBJECT: Fuel Station**

**SUMMARY**

*Discussion and action* of installing cameras at Public Works' fuel station.

**BACKGROUND**

N/A

**STATEMENT OF THE ISSUE**

In order to have better control mechanisms and transparency, a camera is needed at the fuel station at Public Works. This will ensure our assets are safeguarded.

**FINANCIAL IMPACT**

N/A

**ALTERNATIVE**

None

**RECOMMENDATION**

Approve the installation of cameras at Public Works' fuel station.

