

#23

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF SOCORRO
CONTRACT NO. 7215479
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the City of Socorro (herein referred to as the "Contractor"). The Department and the Contractor are collectively referred to hereinafter as the "Parties." The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on October 15, 2015, and shall terminate on October 14, 2017, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

SECTION 4. CONTRACTOR PERFORMANCE

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid or is subject to payment to the Contractor, or has been reimbursed or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7 of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Four Hundred Ten Thousand Nine Hundred Fourteen and No/100 Dollars (\$410,914).

SECTION 6. GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an “independent contractor” with respect to the services to be performed under this contract.

C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: “This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor’s control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when

major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the

Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.

b. Contractor must commence cure within 30 days of the Department's notice.

c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.

d. Contractor must complete the cure within 90 days of the Department's notice.

e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and, to the extent applicable, the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). The Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, UGCMS and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490 and 570.506, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252; 31 U.S.C. § 6101 note), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

D. Procurement

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 2 CFR Part 200, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive

orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 2 CFR 200.311-200.314 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable.

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. Selection Process

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or

subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section.

SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and (2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$750,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department’s Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA’s Management Letter (if issued by CPA firm to Contractor), and Management’s response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor’s audit period (i.e., after the Contractor’s fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the TxCDBG Project Implementation Manual and the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5:00 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively) as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include these civil rights provisions in every subcontract or purchase order, specifically or by reference.

B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

2. Labor Standards

- a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
- b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
- c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

- (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
- (2) The Contractor shall comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.
- (3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.
- (4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- (5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications. The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts. The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conflict of Interest. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.
4. The Contractor shall include these conflict of interest provisions in all subcontracts.

D. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in

the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

E. Religious Activities and Faith-Based Organizations

1. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

1. Exhibit A, Performance Statement, 1 Page
2. Exhibit B, Budget, 1 Page
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Special Conditions, 1 Page
5. Exhibit E, Applicable Laws and Regulations, 2 Pages
6. Exhibit F, Certifications, 2 Pages

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

Jesus Ruiz, Mayor
City of Socorro

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A

PERFORMANCE STATEMENT

CITY OF SOCORRO

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The City of Socorro experiences extensive flooding during inclement weather, resulting in property damage and a threat to public safety.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Flood and Drainage Improvements Contractor shall install berms and reinforce a drainage channel to prevent property damage and to remove a threat to public safety. Contractor shall construct a drainage channel utilizing berms constructed of clay and covered with a polyurethane/geotextile membrane, reinforced with concrete and riprap, and all associated appurtenances. Construction shall take place along Sparks Arroyo, from the culvert located under Interstate Highway 10 to approximately six hundred ninety linear feet (690 l.f.) to the south.

These activities shall benefit thirty thousand nine hundred seventy-five (30,975) persons, of which sixteen thousand five hundred ten (16,510) or fifty-three percent (53%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B

BUDGET

CITY OF SOCORRO

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03I Flood and Drainage Improvements - Total	\$374,117	\$194,424	\$568,541
Flood and Drainage Improvements-Construction	\$306,656	\$159,365 ¹	\$466,021
Flood and Drainage Improvements-Engineering	\$67,461	\$35,059 ¹	\$102,520
21A General Program Administration - Total	\$36,797	\$19,123 ¹	\$55,920
TOTALS	\$410,914	\$213,547	\$624,461

Source of Other Funds:

1 – City of Socorro, General Fund

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
CITY OF SOCORRO

CONTRACT START DATE
 October 15, 2015

CONTRACT END DATE
 October 14, 2017

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	12/15/2015
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	2/15/2016
Plans and Specifications Completed	Month 6	4/15/2016
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	4/15/2016
Environmental Review Completed	Month 6	4/15/2016
Clearance of Pre-Construction Special Conditions	Month 8	6/15/2016
Wage Rate 10-Day Confirmation	Month 8	6/15/2016
Construction Contract Awarded & Executed	Month 9	7/15/2016
Construction - 50% TxCDBG project complete	Month 14	12/15/2016
Construction - 75% TxCDBG project complete	Month 17	3/15/2017
Construction - 90% TxCDBG project complete	Month 19	5/15/2017
Construction & Final Inspections Completed	Month 20	6/15/2017
End Date of Contract	Month 24	10/14/2017
Close-out documents submitted to Department (60 days after End Date)	Month 26	12/13/2017

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
CITY OF SOCORRO

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; federal regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, 36 FR 8921 (May 13, 1971)
3. Federal historic preservation regulations, at 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, 42 FR 26951 (May 24, 1977), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order
2. Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 24, 1977)

D. Coastal Zone Management. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d))

E. Water systems

1. The Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended; particularly section 1424(e) (42 U.S.C. 300h-3(e))
2. Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149)

F. Endangered species. The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

G. Wild and scenic rivers. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

H. Air quality

1. The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d))
2. Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93)

I. Farmland protection

1. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
2. Farmland Protection Policy Act regulations (7 CFR part 658)

J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph J.2 of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

K. Environmental justice for low income and minority populations. Executive Order 12898 of February 11, 1994 (59 FR 7629).

III. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Sec. 4601 *et seq.*, 24 CFR Part 42, and 24 CFR 570.606.

EXHIBIT F
CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE CITY OF SOCORRO, THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

CITY OF SOCORRO

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY 31 U.S.C. 1352. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#24

DATE: 9 October 2015

TO: Mayor and Council, City of Socorro, Texas

FROM: Douglas Lobdell Jr., Public Works Director

SUBJECT: Discussion and action to make capital upgrades to City Parks.

SUMMARY: Council has directed that the City add a basketball court at Montreal Park. This action proposes to make that two courts, at Montreal and Del Valle Parks, and make other needed capital upgrades.

BACKGROUND

On 4 June Planning and Zoning presented a basketball court concept for Montreal. After that a proposal was floated, but never approved by Council, to make that two basketball courts at two parks. There are also other capital needs that should be considered.

STATEMENT OF THE ISSUE

We can add two basketball courts, replace vandalized picnic tables, and add parks signs (a shortfall identified in the City master plan) for approximately the difference between current parks capital allocations (\$550,000) and the amount allocated for parks (\$600,000) in the original 2014 CO plan.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): Capital; TBD

Funding Source: 2014 CO

Amount: Maximum \$58,000. We will try to obtain lower bids to keep the total to \$50,000.

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE Council could alternately wait for Mauro Rosas to be completed, evaluate savings and capital availability at that time, and proceed with parks capital upgrades as funds are available.

STAFF RECOMMENDATION

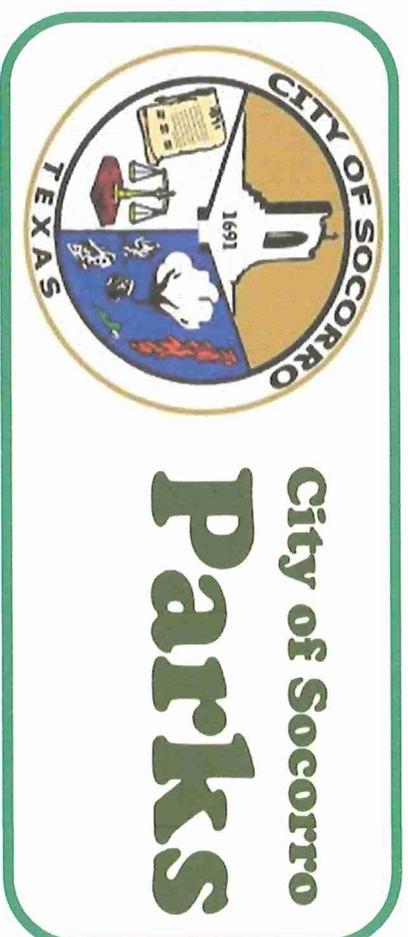
Approve the direction to the City Manager per the attached presentation.

REQUIRED AUTHORIZATION

- 1. City Manager _____ Date _____
- 2. CFO _____ Date _____
- 3. Attorney _____ Date _____

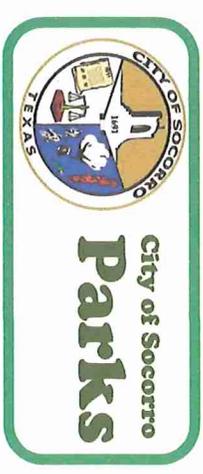


Parks Capital Funding Recommendations





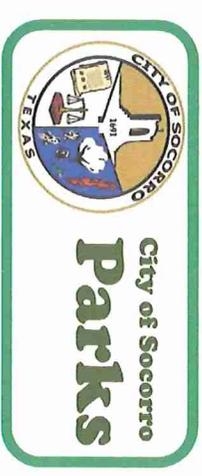
Agenda



- Current capital planning for parks
- Parks status
- Current needs
- Analysis
- Recommendation



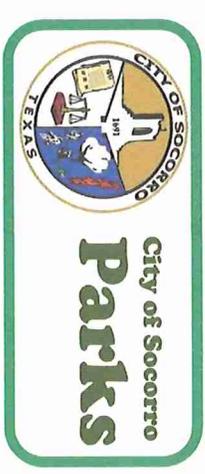
Capital plan approved Sep 2nd



- Mauro Rosas Park: \$500,000
- 301 Place improvements: \$10,000
 - Matching for KABOOM! grant
- Bulldog Park rock wall: \$40,000
- Total: \$550,000
- Original set-aside, 2014 capital plan: \$600,000



Capital planning

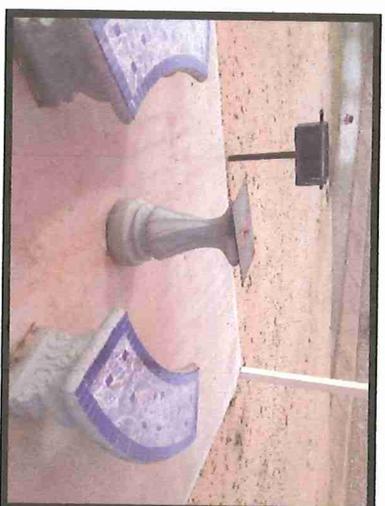
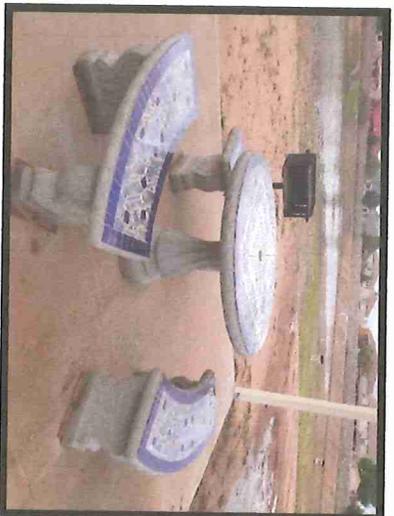


Current needs

- Basketball courts:
- Picnic Tables
- Signs



Picnic tables



- Need durable, vandal-proof
- Typical prices for thermoplastic-coated metal tables: \$650-\$750



\$699



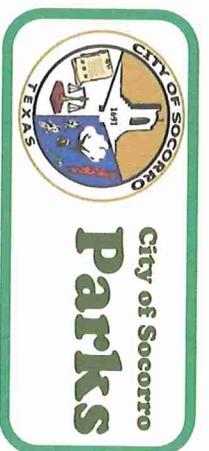
\$679



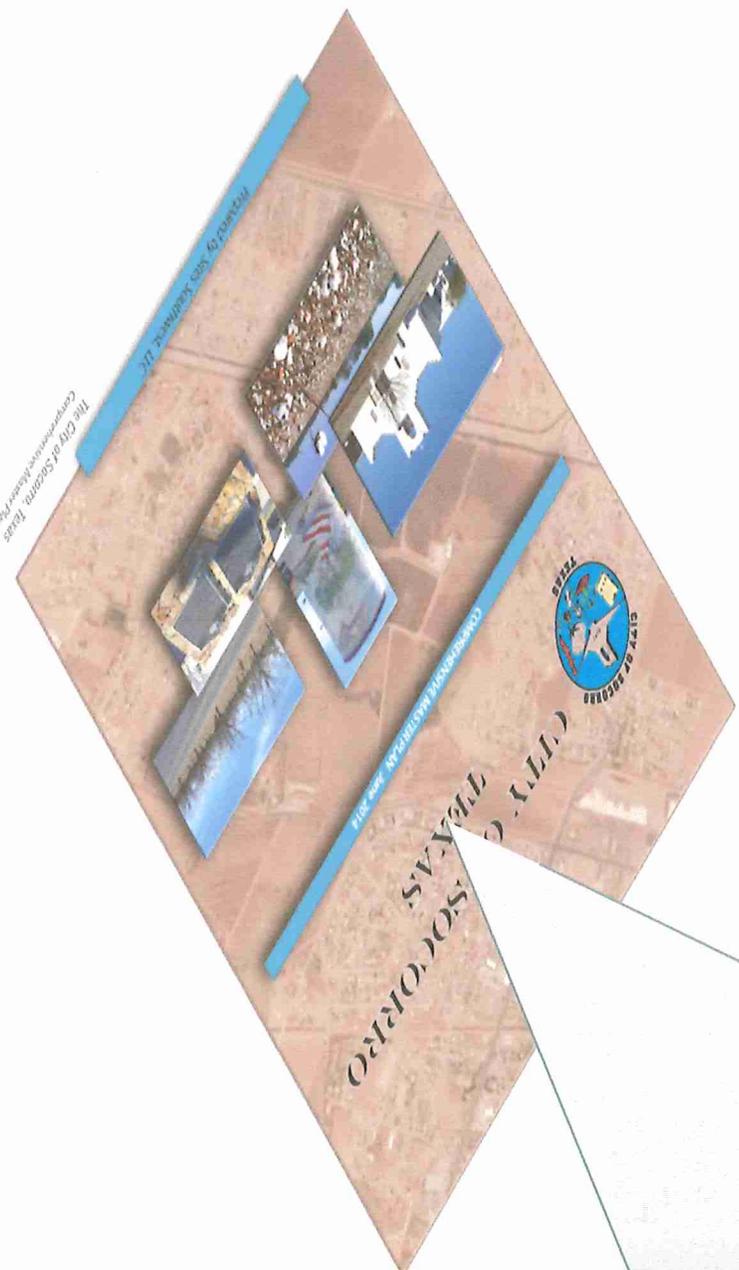
\$729



Signs



of's existing parks are in poor overall condition due to inadequate funding and design, old equipment, a lack of facilities and programming. Many parks lack such basic amenities as signage, ATMs, parking areas and bathroom facilities. During public meetings, residents called for more parks and recreation fields, more walking trails, and more signage.



The City of Socorro, Texas
Comprehensive Master Plan



Signs





Recommendation



- Council direct the City Manager to modify the capital funds allocation as follows:
 - Add up to \$50,000 for basketball courts at Del Valle and Montreal parks
 - Add up to \$4,000 to replace concrete tables with vinyl-coated metal as needed
 - Add up to \$4,000 for signs at Amistad, Cielo Azul, Del Valle, Montreal, Moon City, Paradise, and 301 Place parks
 - When Mauro Rosas is complete, prepare a parks status report and capital upgrades recommendations to Council.

Total capital allocations to parks if approved: \$608,000, with possible cost savings to bring funding back to the \$600K goal

Jesus Ruiz
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At Large

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Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

26

DATE: 9 October 2015

TO: Mayor and Council, City of Socorro, Texas

FROM: Douglas Lobdell Jr., Public Works Director

SUBJECT: *Discussion and action* to review speed hump plan execution to date and consider additional streets for this year.

SUMMARY: Purpose is to make Council aware of progress on the 2015 Neighborhood Safety Plan and all additional speed humps that have been proposed since original plan approval, and get Council guidance on whether all additional proposed changes should be executed.

BACKGROUND

Public Works has completed 24 humps so far, with 7 pending from the original plan. An additional 13 humps have been requested since the last Council update.

STATEMENT OF THE ISSUE

The additional humps will add two weeks and \$8,600 to the original plan, for a total of \$29,000. This is still well within the original budget, but Council may be concerned about the time impact. This update is to keep Council informed and gain approval for the additions.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): Capital

Funding Source: 2014 COs

Amount: Total of \$29,040 (est) to complete the 2015 Neighborhood Safety project, with approx.. \$8,600 of that being add-ons since the original plan. Cost is well within the \$40,000 allocated.

Quotes (Name/Commodity/Price) We are using the existing asphalt contract.

Co-op Agreement (Name/Contract#)

N/A

ALTERNATIVE

If Council decides to save current year monies, or time, the number of humps on this year's plan could be limited.

STAFF RECOMMENDATION

Recommend approve all additional speed humps for this year.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Street	Distr	Orig Req.	Late Add'n	New Add'n	Not Rcmd	Compl	Notes
Valle Fertil	2		X		X		Already has speed bump
Winn	3		X			1	Added
Apodaca	3			X			Added
Bejar	4			X			Added
Delhi	1-2			X			Added
Horn	1			X			Added
Letona	3			X		1	
Valley Ridge	1			X			Added

Most recent

Street	Distr	Orig Req.	Late Add'n	New Add'n	Not Rcmd	Compl	Notes
Armstrong	2						Above, pending
Burma	2						Above, too short
Dindinger	4						Above, done
Gohman	2						Above, too short – Falk instead
Karachi	1						Above, pending change
Keagle	3						Above, complete
Laurie Jo	2						Above, pending
Melendez	3						Above, complete
Montreal	2			X			
Morocco	2						Above, already has
N. Nevarez	2						Above, RELOOK
Rio Vista	1-2-3						Above, RELOOK
RRichardson	1						Above, pending
Valle Blanco	2			X			
Valle de Oro	2			X			
Valle del Mar	2						Above, pending
Valle Fertil	2						Already has 1 – more??
Valle Koki	2			X			
Valle Rico	2			X			Already has 1 – more??

Speed bumps complete: 24
Pending: 7
Cost to date: \$15,840
Available funding: \$40,000

Cost to complete:	\$ 4,620	Cost to complete:	\$ 7,920
Total, original plan	\$20,460	Total, orange plan	\$23,760
Days to complete:	4 (7 humps)	Days to complete:	6 (12 humps)
Weeks to complete:	1.2	Weeks to complete:	2
Cost to complete:	\$13,200		
Total, green plan	\$29,040		
Days to complete:	10 (20 humps)		
Weeks to complete:	3.2		



Speed Hump Update

Socorro
Public Works Department



PW

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Sirviendo a la Comunidad con Orgullo*



Agenda

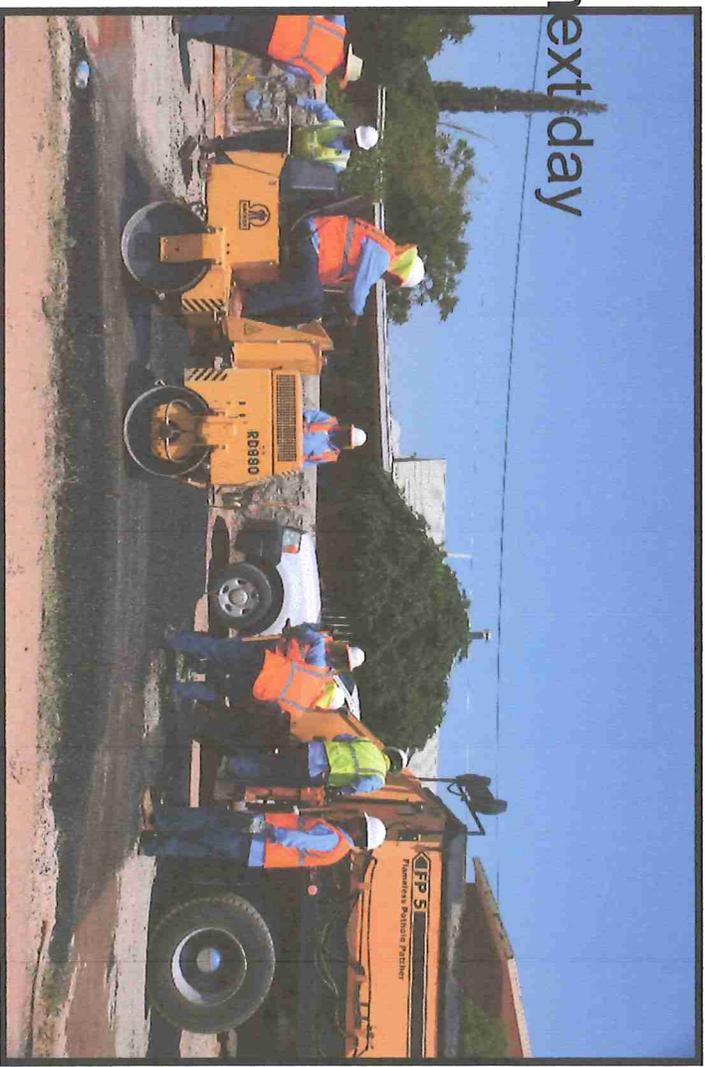
- Update Council on status of speed hump project
 - Consider additions
- Consider changes to speed hump design





Typical Crew

- 6-7 people
- 2 humps per day, 3 days/week
- Some days require up to an hour overtime (traffic, road conditions, asphalt readiness)
- Paint + signs same or next day





Status



- Please see attached table for complete status

- Summary:

Speed bumps complete: 24
 Pending: 7
 Cost to date: \$15,840
 Available funding: \$40,000

Cost to complete:	\$ 4,620	Cost to complete:	\$ 7,920
Total, original plan	\$20,460	Total, orange plan	\$23,760
Days to complete:	4 (8 humps)	Days to complete:	7 (13 humps)
Weeks to complete:	1.2	Weeks to complete:	2
Cost to complete:	\$12,540		
Total, green plan	\$28,380		
Days to complete:	10 (19 humps)		
Weeks to complete:	3.2		



Recommendation

Council directs the City Manager to (include) (exclude) speed bumps on (streets) in completion of the 2015 speed hump plan.

(alternate)

Council directs the City Manager to complete the original 2015 neighborhood safety program and additional streets as time is available until 31 October. Streets not complete by that date will be added to the 2016 program.

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Atendiendo a la Comunidad con Orgullo



Speed Hump Standards

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Public Works Department



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Speed Bump → Speed Hump

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SOCORRO
Public Works Department

- *Speed humps*. *Speed* (or road) *humps* are different from *speed bumps*. *Speed humps* are about 12 feet wide and 2 to 3 inches high, and can be crossed safely at 20 to 30 mph. Properly designed, they can accommodate large vehicles such as fire trucks. *Speed bumps* are shorter and narrower, and can be crossed safely only at lower speeds. They can damage large vehicles. They are more appropriately installed in parking lots than on roads.

“Responses to the Problem of Speeding in Residential Areas,” Center for Problem-Oriented Policing
... and dozens of other sources



Speed hump design



National Association of City Transportation Officials:

- Speed humps
 - Residential local streets
 - 3 - 3½ inches high
 - 12 – 14 feet wide
 - Slow traffic to 20 mph
 - Speed bumps
 - Private roadways and parking lots
 - 3 – 6 inches high
 - 1 – 3 feet wide
 - Slow traffic to 5 mph

Speed humps have evolved from extensive research and testing and have been designed to achieve a specific result on vehicle operations without imposing unreasonable or unacceptable safety risks.

http://nacto.org/docs/usdq/updated_design_guidelines_for_the_design_and_application_of_speed_humps_parkhill.pdf



Speed hump design

Institute of Transportation Engineers

- Residential streets (not bus routes or primary emergency response routes)
- 12 – 14 feet in length
- 3 – 4 inches high
- Typical crossing speeds
 - 19 mph, 3 ½ inch
 - 21 mph, 3 inch

“Speed bumps are generally considered to be inappropriate by traffic engineers”

<http://www.ite.org/traffic/hump.asp>



Speed hump design



American Public Works Association

- 12 foot parabolic hump
- 3 – 4 inches high
- Will reduce speeds 5-10 mph
- Extensive testing is leading some cities to move to longer (14') humps or 22' speed tables

[http://www.apwa.net/documents/2Fdocuments%2Femail%2Fdesignguidelines%2FDesign%2520Guidelines%2520for%2520Traffic%2520Calming%2520Measures\(imperial\).doc&usg=AFQjCNHArSFuFzK1kBhRJTWih_0uMpcg5g&sig2=nBzc-hvVGZD8kGvsTuXQQ](http://www.apwa.net/documents/2Fdocuments%2Femail%2Fdesignguidelines%2FDesign%2520Guidelines%2520for%2520Traffic%2520Calming%2520Measures(imperial).doc&usg=AFQjCNHArSFuFzK1kBhRJTWih_0uMpcg5g&sig2=nBzc-hvVGZD8kGvsTuXQQ)



Speed Hump Design



- **Center for Transportation Research and Education**
- 3 – 4 inches high
- 12 – 22 feet long
- Slows traffic to 15-20 mph

12 foot length allows car to maintain control without bottoming out

Will Speed Humps Help Reduce Speed?

SPEEDS

Facts About Controlling Traffic In Our Neighborhoods

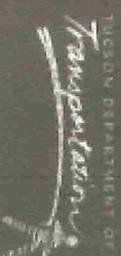
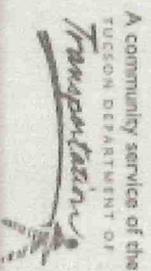
HUMPS

Facts About Controlling Traffic In Our Neighborhoods



What Is the Difference Between a Speed Hump, a Speed Table, and a Speed Bump?

Speed humps are nationally accepted, and are used on residential streets. A speed hump is 12' wide and 3" to 3 1/2" high. Speed tables are nationally accepted, and are used on secondary emergency streets when the Fire Department has determined that speed humps are not appropriate. A speed table is 22' wide and 3" to 3 1/2" high. Speed bumps are prohibited on local streets, and are used exclusively in shopping centers, apartment complexes, and other private properties. A speed bump is 2' to 3' wide and 4" to 6" high.





Texas Standards

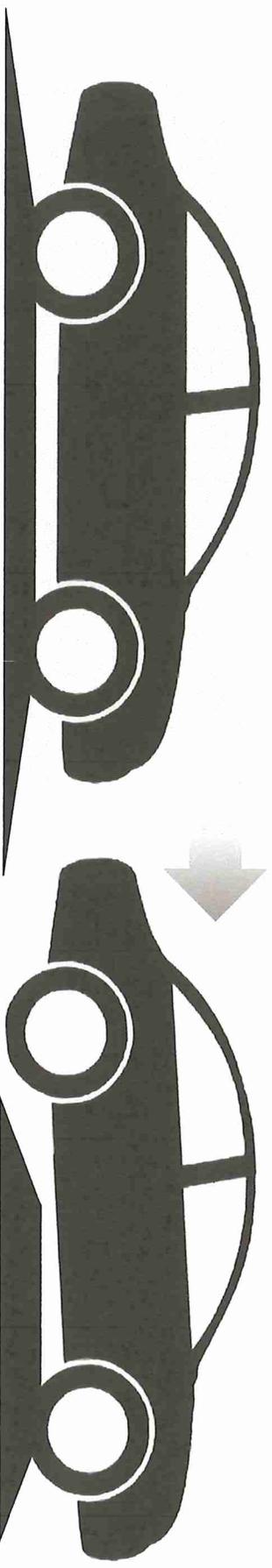
- TXDOT: moving to rumble strips
- Houston: phased out speed humps 2012
- San Antonio: in process of transitioning from 8' rubber speed humps to longer (TBD) asphalt speed bumps
- Dallas: 3 inches, 12 feet
- Austin: 3-4 inches, 12-14 feet
- El Paso County: 3 inches, 12 feet



Proposed design change

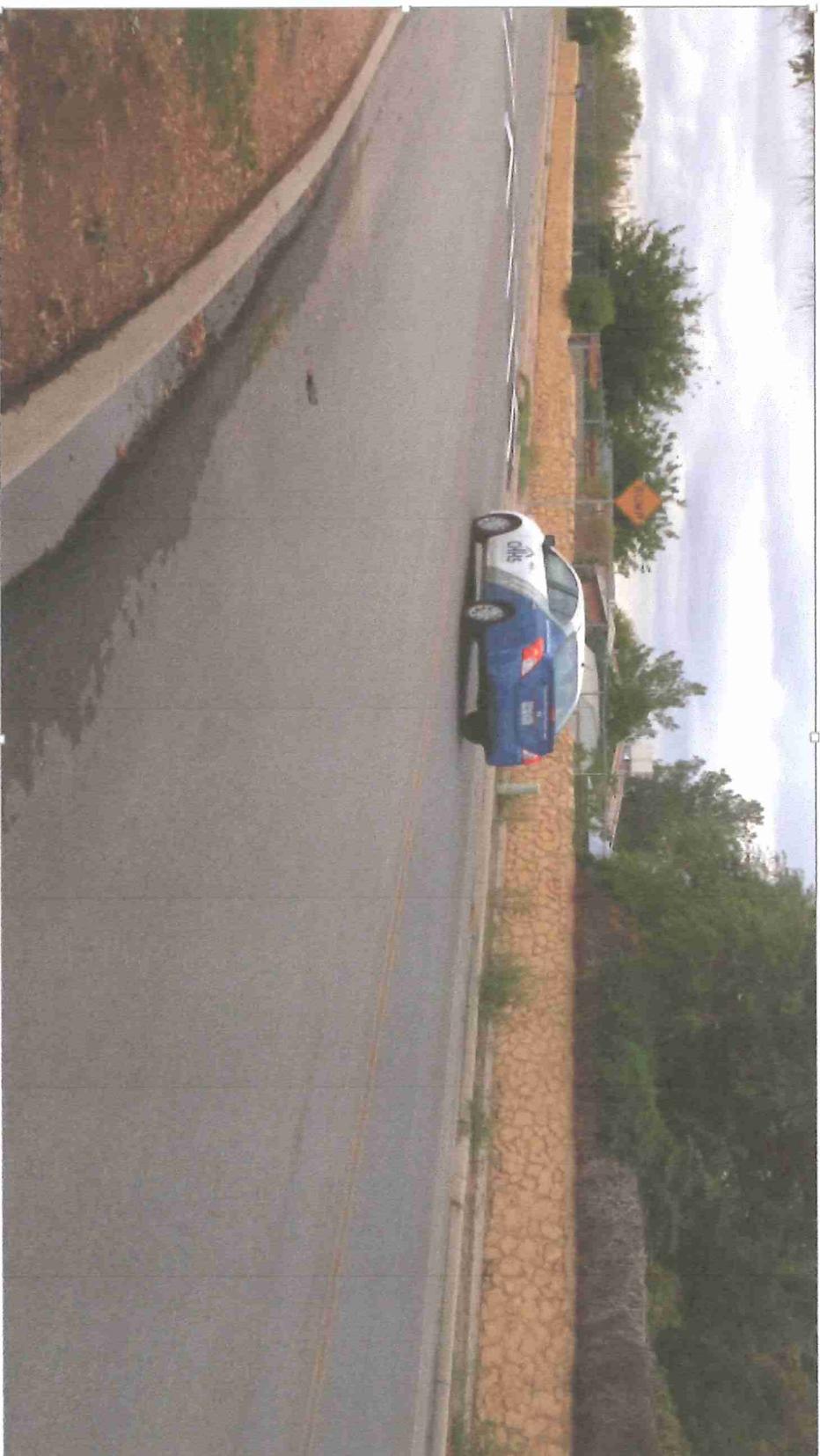


- Reduce speed humps to 4-6 feet wide to provide additional jolt/slowing to vehicles and save money.





Does a 12' Speed Hump Slow Traffic in Socorro?



(video omitted to save space)



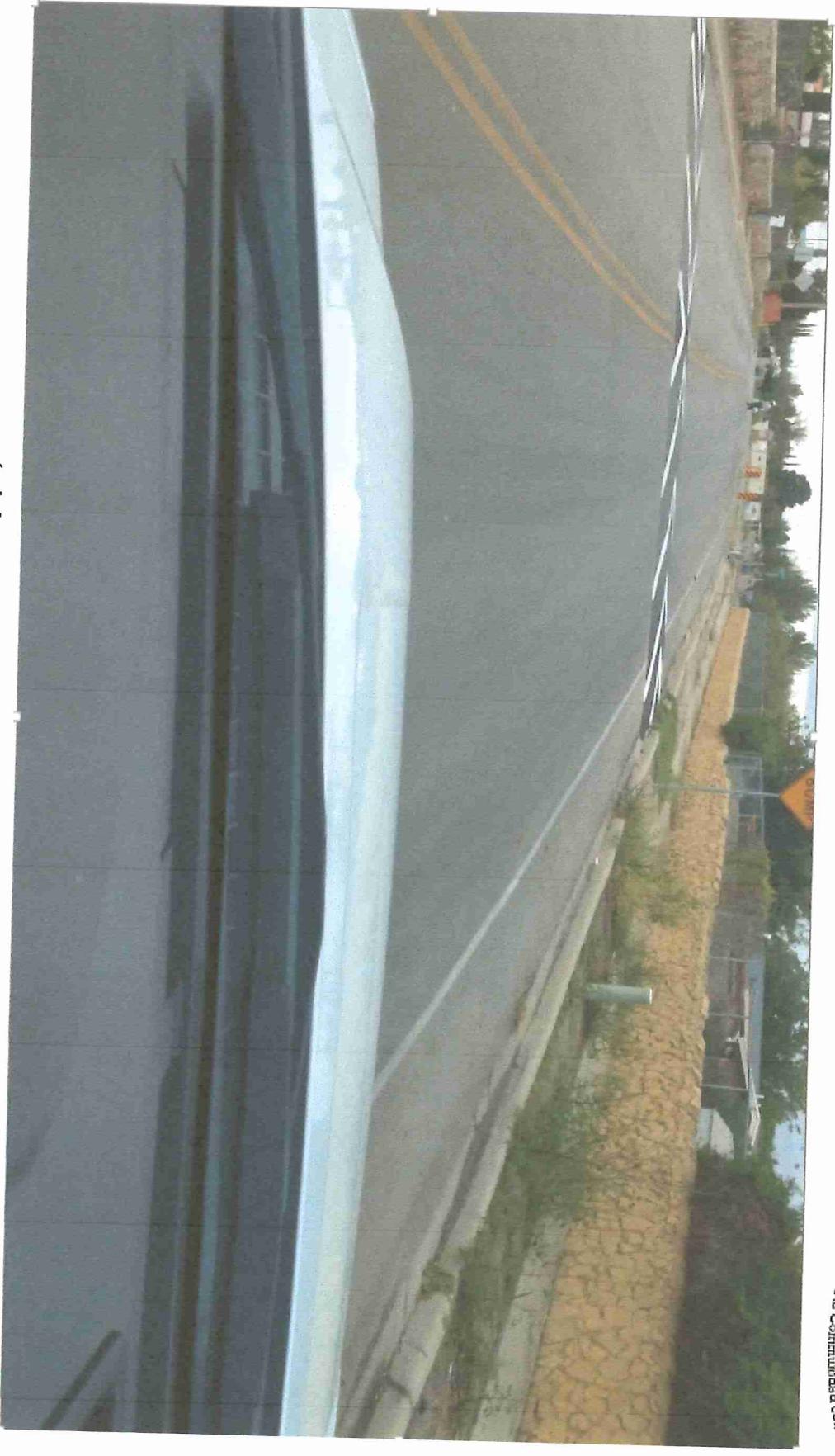
What is the effect of a 12' speed hump on fast traffic?

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(video omitted to save space)



Costs

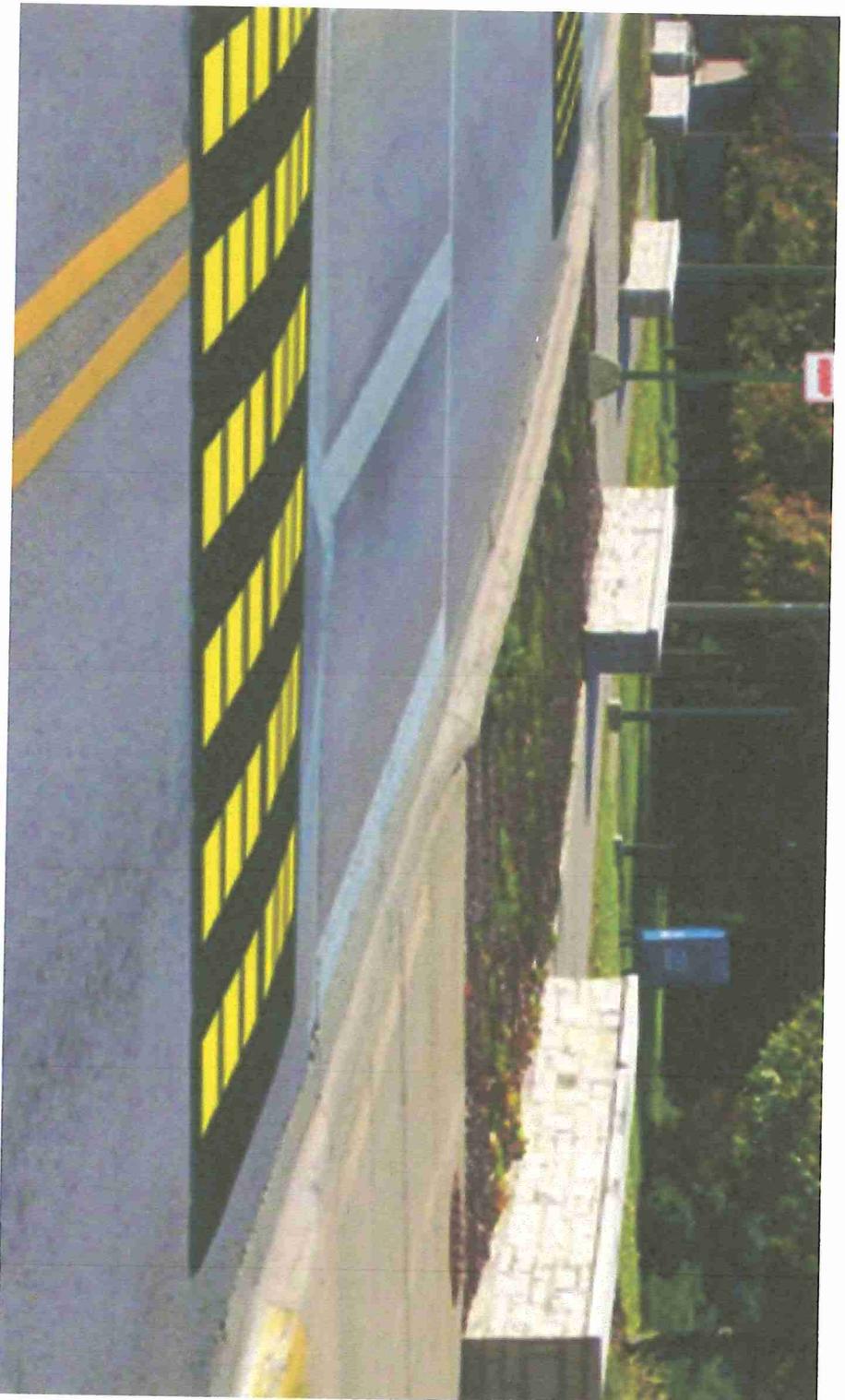


- 7 Tons asphalt @ \$57 = \$399
 - Signs
 - Hardware 8 clamps @ \$1.44 = 11.52
 - Signs 4 @ \$36.99 = \$147.96
 - Poles 4 @ \$17.50 = \$70
 - Total: \$229.50
 - Concrete: 8 bags @ \$4 = \$32
 - \$660
- Small hump: \$199 + 229 + 32 = \$460



Prefab speed hump costs

- \$1210 – 3190 ea.



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Public Works Department

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Recommendation

- Council take no action regarding speed bump size. This is an engineering decision; the current standards are effective.



**Speed Hump Status
2015 Project**

As of Oct 8 2015

Street	Distr	Orig Req.	Late Add'n	New Add'n	Not Rcmd	Compl	Notes
Armstrong	2	X	X				Added 1 second round
Arlene	2	X			X		Too short
Bandolina	3	X				2	
Cielo Mistico	1	X				1	
Crowell	1	X				1	
Datsun	4	X				1	
Delhi	1-2	X	X				Added 2 nd round: 2 pending
Dindinger	4	X				1	
Falk	2	X				1	
Flor Bonita	4	X			X		5 stop signs
Gohman	2	X			X		Too short – Falk instead
Horn	1	X				1	
Karachi	1	X					Will remove/relocate
Keagle	3	X				1	
Laurie Jo	2	X					
Marquez	3	X				1	
Melendez	3	X				3	Updated; 2 → 3
Melton	4	X				1	
Middle Drain	1-3-4	X				1	
Milo	1					2	Replace 2 covered by '14 paving
Morocco	2	X			X		Already has speed bumps
Nicholas	3	X			X		4 stop signs
N. Nevarez	2	X			X		Not residential (RELOOK)
Nooch	4	X				*	Complete last year
Patti Jo	1	X				1	
Rachel	2	X			X		6 stop signs
Rio Vista	1-2-3	X			X		Not residential (RELOOK)
RRichardson	2	X					
S. Nevarez	3	X				1	
Soya	1	X			X		4 stop signs
Sparks	1	X			X		6 stop signs
Sylvia	4	X			X		Not a Socorro street yet
Valle del Mar	2	X					
Valle Negro	2	X			X		6 stop signs
Valle Suave	2	X				2	+1 pending
Welleka	4	X			X		4 existing bumps, 5 stop signs
Wewoka	4	X				1	
Bovee	3		X		X		Already has speed bumps
Burma	2		X		X		Too short
Place	3		X				Added

#26

**CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM**

Note: Regular Council meetings are held on the 1st and 3rd Thursday of each month. Requests **MUST** be submitted to the City Clerk by **12:00 p.m.** on the **THURSDAY** one week before the scheduled meeting date. **Late items (received by 5:00 p.m.) on the Friday prior the meeting will be placed as an Addendum. NO AGENDA ITEMS WILL BE RECEIVED AFTER 5:00 ON FRIDAY.**

Date Submitted: October 8, 2015

Department:  10/8/15
Planning & Zoning

1st. Signature: _____

2nd. Signature: _____

DESCRIBE REQUEST:

DISCUSSION AND ACTION ON THE PLANNING AND ZONING COMMISSION BYLAWS.

THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL.

_____ FOR OFFICE USE ONLY _____
Please check one:

- | | |
|--|--|
| <input type="checkbox"/> Executive Session | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Presentation Agenda | <input type="checkbox"/> Consent Agenda |

This item is to be placed on the agenda for: October 15, 2015

Received by City Clerk on: _____, 2015. Time: _____

Approved to be placed on the agenda : _____
City Council / City Manager

ACTION TAKEN: Approved
 Not approved
 Tabled
 Other

THE CITY OF SOCORRO
MUNICIPAL PLANNING & ZONING COMMISSION

BYLAWS

The City of Socorro Municipal Planning & Zoning Commission (the "PZC") hereby adopts these Bylaws to govern their own proceedings and carry out the purposes for which the PZC was created, not inconsistent with the Socorro City Charter (the "Charter") and the Code of Ordinances of the City (the "Code"). These Bylaws shall be supplementary to the regulations governing the PZC within the Code, as may be amended by the Socorro City Council.

ARTICLE I. MEMBERSHIP

A. The PZC consists of seven (7) members appointed by the Mayor and City Council (the "Appointed Members") who shall serve for terms of two (2) years and a maximum of three (3) consecutive terms.

B. Two (2) alternate members may also be appointed by the Mayor (the "Alternate Members") to serve for terms of two (2) years. Alternate Members shall be on call to serve only when an Appointed Member of the PZC is not able to serve.

C. No Appointed Member or Alternate Member may hold office if he/she is related within the second degree of affinity or the third degree by consanguinity to a member of the City Council, the Mayor, or any City official identified in Section 3.20 of the Charter.

D. Appointed Members shall not be eligible to appointment or transfer to fill another PZC place until the term of their originally appointed place expires.

E. The Appointed Members of the PZC shall serve on the PZC until their successors are appointed and shall be subject to removal under the terms of the Charter. *See Section 3.04F.*

F. Advisory members may be appointed by City Council to assist the PZC from time to time, but advisory members shall not be entitled to vote on any matter that may come before the PZC.

G. The PZC may, upon majority vote of a quorum of Voting Members, recommend to City Council the removal of any Appointed Member if the Appointed Member has three (3) consecutive absences which are unexcused by a majority vote of a quorum of Voting Members of the PZC.

H. Upon the confirmed absence of an Appointed Member, the Chairperson may designate an Alternate Member. The designated Alternate Member, together with the Appointed Members (present at a meeting) are hereinafter referred to as the "Voting Members".

ARTICLE II. POWERS

The duties, powers and authorities of the Voting Members of the PZC are outlined in the Charter and the Code.

ARTICLE III. OFFICERS

A. The officers of the PZC shall be the Chairperson, the 1st Vice-Chairperson, 2nd Vice-Chairperson and the Executive Secretary.

B. The officers shall be elected annually during the month of January, but in any case shall hold office until their successors have been elected. Officers shall assume office on the day of election.

C. The officers shall be Appointed Members of the PZC, except that the Executive Secretary may be a member of the staff of the Planning Department.

D. The duties of the officers shall be those usually pertaining to their respective offices.

E. The Executive Secretary shall keep a written record of all meetings, resolutions, transactions, findings and determinations of the PZC.

F. When a vacancy exists, the position will be temporarily filled by the next succeeding officer (e.g., should the Chairperson resign, the 1st Vice-Chairperson would temporarily assume this office and the 2nd Vice-Chairperson would assume the office of the 1st Vice-Chairperson).

G. The Chairperson shall call for an election from the Appointed Members to fill any vacancy at the first available meeting of the PZC.

ARTICLE IV. MEETINGS

A. The PZC shall hold not less than ten (10) regular meetings each year.

B. The annual business and organizational meeting shall be held in January, at which time election of officers will be held, the Bylaws reviewed, a program of objectives adopted and a schedule of meetings, order of business and other activities for the ensuing year established.

C. No notice of regular meetings shall be required to be given to the Voting or Alternate Members, other than through the published schedule adopted at the January business and organizational meeting.

D. Special meetings may be held at any time provided that a 72 hour notice is posted pursuant to state law requirements.

E. Special meetings may be called by the Chairperson or a simple majority of the Appointed Members.

ARTICLE V. RULES OF PROCEDURE

The PZC hereby adopts Robert's Rules of Order as a general guide for its rules of procedure which will govern the business proceedings of the PZC whenever they are not in conflict with the provisions of these Bylaws.

ARTICLE VI. QUORUM

A quorum of Voting Members shall be required to vote on any question. A quorum shall consist of three (3) of the Voting Members. The minutes of the PZC shall reflect the names of Appointed Members, Alternate Members and advisory members present at the meeting.

ARTICLE VII. VOTING

A. The vote of a majority of the quorum of Voting Members present at any meeting shall be necessary to decide any question.

B. Each Voting Member, to include the Chairperson, shall be entitled to one (1) vote on any matter that may come before the PZC.

C. When discussion on an agenda item is commenced, no Voting Member shall leave the meeting area, including any ante-room(s) attached to the meeting area until the vote is disclosed.

D. A Voting Member may change his/her vote after the roll has been completed and before announcement of the result, but not thereafter unless the item has been reconsidered.

E. In cases where unanimous vote of the Voting Members is not received on a question before the PZC, the Executive Secretary shall take a verbal roll call of the Voting Members to appropriately record the vote and announce a decision.

F. The Voting Members shall be authorized to reconsider any item prior to the expiration of the meeting at which the item was heard and a decision made. A motion to reconsider

prior to the expiration of such meeting may be made by any Voting Member who voted on the prevailing side on the agenda item.

G. A motion to reconsider is the exclusive method by which an item can again be brought before the PZC after the meeting at which a final vote was taken except as provided for in Paragraph I of this Article VII. A motion to reconsider may be made by any Voting Member who voted on the prevailing side on the agenda item and shall only be available in the following circumstances:

1. When it is not clear on the record what the PZC's decision was.
2. When the Socorro City Council refers the item back to the PZC.

H. Reconsideration of items after expiration of the meeting where a vote deciding the item was taken is only available within 60 days following the PZC meeting at which a final vote was taken, unless otherwise directed by City Council or requested by another recommending body in order to avoid conflict between recommendations to be forwarded to Council, and shall additionally comply with all of the following:

1. An item may not be reconsidered twice, except by unanimous consent of the PZC.
2. A motion to reconsider must be on the agenda that is publicly posted.
3. Once an action reaches the floor of the City Council, it may not be reconsidered unless so directed by City Council.
4. In instances where state law does not allow the decision rendered to be changed, it may not be reconsidered by the PZC.

I. An item may be brought before the PZC again at any time at the request of the Executive Secretary when necessary to cure a defect as to notice to adjacent landowners previously provided, or to cure any other similar defect that could render the prior public hearing invalid under state law.

J. No decision of the PZC otherwise valid pursuant to state law and the laws of the City of Socorro, Texas shall be invalidated by failure to comply with these Bylaws.

ARTICLE VIII. ETHICS

A. Any Voting Member of the PZC who has a personal, professional or financial interest in any matter presented shall make full disclosure before the PZC and may not participate in the discussion, or vote on that specific matter.

B. Any Voting Member of the PZC who has a substantial interest in a matter before the PZC as defined by Section 171.002 of the Texas Local Government Code shall file an affidavit so stating with the City Clerk before a vote on the matter is taken as is required by Section 171.004 of the Texas Local Government Code. Additionally, such Voting Member shall leave the room for discussion and action on the item in question.

C. All actions taken by the PZC shall be in accordance with Chapter 2, Article VII of the Code.

D. In the interest of fairness to the applicants and appellants appearing before the PZC and those appearing in opposition to the same, no discussion shall be held by an Appointed or Alternate Member of the PZC with the applicant, appellant, or opposition, who is attempting to influence any PZC member concerning the application or other matter involving an applicant or appellant before the PZC either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all Voting Members shall have the full benefit of such a discussion. Nothing herein shall prevent a Voting Member from gathering information regarding pending matters from City staff.

E. When a Voting or Alternate Member is called upon to voice opinions at public or private functions, he/she shall indicate whether he/she is speaking for himself/herself and not representing the PZC unless a final action by the PZC has been taken on the specific issue.

ARTICLE IX. ORDER OF BUSINESS

An order of business for zoning meetings, subdivision meetings, and such other types of meetings as may be designated shall be established at the regular business and organizational meeting each January. The PZC as a body shall consider and act on any request for amendment or modification to the order of business.

ARTICLE X. COMMITTEES

A. Committees of the membership of the PZC may be established and appointed by the Chairperson to assist the PZC in the performance of its functions.

B. Each committee shall consist of three (3) Voting Members.

C. Citizens and public officials may be appointed to serve as members of a PZC Committee.

D. Each Committee shall require the presence of two (2) Voting Members for purposes of a quorum.

E. Advisory committees of citizens and/or public officials who are not members of the PZC may be appointed from time to time to advise and make recommendations to the PZC.

ARTICLE XI. PARTICIPATION BY EMPLOYEES AND THE PUBLIC

A. When an officer, an employee of the City, or an ex-officio member desires to speak, he/she shall address the Chair, and upon being recognized, shall state his/her name and position with the City and then speak.

B. On calls to the audience, a person desiring to speak shall address the Chair. Upon being recognized, such person shall state his/her full name, address, whom he/she represents, and state the subject matter.

C. No person shall interrupt the proceedings of the PZC.

D. Orderly procedure requires that each person shall proceed without interruption from the audience, that all arguments shall be addressed to the PZC, and that there be no questioning or arguing between individuals.

E. The PZC shall designate a portion of its regular monthly meeting as an Open Forum to hear public concerns. The Secretary shall make available a sign-in sheet for the public inside of the meeting location on the day of the PZC meeting up until the start of the meeting. Any person signing up to provide comment during Open Forum must provide their name, address and a short description of the topic(s) of their comment.

If an individual has signed up to speak on Open Forum or any other time on the agenda, they will be called to the podium and given five (5) minutes to make the presentation. If they are representing a group, the group will be given a maximum of three (3) five (5) minute presentations. The Executive Secretary will time each presentation and will signal the end of the presentation with a verbal call of "TIME." The PZC may extend time limits which will require a motion to suspend the rules, a second, and a majority vote on extended presentations. The PZC is not obligated to respond to any item presented in Open Forum at the date and time of its presentation, and may not be deliberated by the members of PZC nor rebutted or debated by members of the public. Any member of the PZC may propose that the topic commented on be posted by staff on a future PZC meeting agenda for the PZC's discussion and action.

No person may speak a second time except by permission of the Chair, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the PZC, not to the staff. The PZC may in turn ask staff to provide input. Members of the

public may be asked to leave or be removed from the meeting if it is determined that they are disruptive to the meeting. Such determination will be made by the Chair. The Voting Members may move to overrule such determination by the Chair subject to a simple majority vote of the Voting Members present.

The foregoing provisions do not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

F. Matters of public hearing before the PZC shall be presented in the following manner:

1. Presentation by staff
2. Presentation by applicant
3. Presentation by proponents
4. Presentation by opponents
5. Rebuttal by applicant

G. The Chair may stagger the presentation by one proponent and one opponent, or may ask for full presentations in the above order.

H. The Voting Members may ask questions and make appropriate comments; however, no Voting Member shall argue or debate an issue with members of the public present.

I. A majority of the Voting Members may take any matter under advisement for later consideration and determination, or may defer action when it concludes that additional evidence is needed or further study is required; provided that all requirements of state law and local ordinances are followed.

J. Following the staff presentation and recommendation, applicant and public input if any, the Chair on a vote of the majority of the Voting Members shall have the authority to close the discussion to the PZC. Once discussion has been closed to the PZC, no employee, applicant,

or member of the public may speak unless questioned by a member of the PZC. However, the City's legal counsel may request to speak as to any legal issues pertaining to the pending application.

ARTICLE XII. AMENDMENTS

The PZC may make, alter, amend or rescind these Bylaws at any regular meeting.

ARTICLE XIII. PRIOR BYLAWS

These Bylaws supersede and replace any and all prior Bylaws of the PZC.

Adopted this _____ day of _____, 2015.

Arnulfo Salazar,, Chairman

Luis A. Dominguez, Executive Secretary

#27

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

October 7, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action for Waters & Company Executive Recruitment (Chuck Rohre) to present City Manager candidates for City Councils approval.

SUMMARY

Chuck Rohre will be presenting qualified candidates for City Council's approval.

STATEMENT OF THE ISSUE

City of Socorro contracted Waters & Company Executive Recruitment Company on May 21, 2015. Mr. Rohre will be presenting 5 candidates to City Council on October 15th. City Council will approve finalist.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 05520 / 001

Funding Source: General Fund

Amount: 23,500.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____