

Ivy Avalos
Mayor

Ruben Reyes
At Large/Mayor ProTem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

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

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

LA INSTALACIÓN ES ACCESIBLE PARA SILLAS DE RUEDAS Y HAY PLAZAS DE ESTACIONAMIENTOS DISPONIBLES. LAS SOLICITUDES DE ADAPTACIÓN PARA SERVICIOS DE TRADUCCION DEBEN HACERSE 48 HORAS ANTES DE ESTA REUNIÓN. COMUNÍQUESE CON LA OFICINA DEL SECRETARIO DE LA CIUDAD AL (915) 858-2915 PARA OBTENER MÁS INFORMACIÓN

.....
NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 6TH, DAY OF JANUARY, 2022 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://CL.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://CL.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE) THE PUBLIC CAN ALSO ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON JANUARY 6, 2022 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

-
1. Call to order
 2. Pledge of Allegiance and a Moment of Silence

3. Establishment of Quorum

PUBLIC COMMENT

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

NOTICE TO THE PUBLIC

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

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

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

CONSENT AGENDA

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

- 5. *Excuse*** absent council members.

Olivia Navarro

- 6. *Introduction And First Reading And Calling For A Public Hearing*** of an Ordinance for the proposed rezoning of Lot 2, Block 1, Valle Sereno; Tract 25A, Block 15, Socorro Grant; Tracts 24B1, 25B3, Block 15, Socorro Grant; Tract 25A1, Block 15, Socorro Grant, Socorro, Texas From R-1 (Single Family Residential) To R-2 (Medium Density Residential).

Carlos Gallinar

7. ***Introduction First Reading and Calling for a Public Hearing*** of an Ordinance repealing Ordinance Number 310 designating Transportation Reinvestment Zone Number One for the City of Socorro, Texas, declaring Ordinance Number 310 void, and confirming the validity of Ordinance Number 324 designating Transportation Reinvestment Zone Number Two for the City of Socorro, Texas. *Alejandra Valadez*

REGULAR AGENDA

ORDINANCES/PUBLIC HEARINGS

8. ***Public Hearing*** of an Ordinance for the proposed rezoning of Tracts 4C1 and 4C11, Block 3, Socorro Grant, Socorro, Texas from R-1 (Single Family Residential) to C-2 (General Commercial); and Tracts 2A and 3B1, Block 3, Socorro Grant, Socorro, Texas from C-2 (General Commercial) to R-2 (Medium density residential); and Tract 9A2, Block 3, Socorro Grant, Socorro, Texas from A-1 (Agricultural) to R-2 (Medium Density Residential). *Carlos Gallinar*
9. ***Second Reading and Adoption*** of an Ordinance for the proposed rezoning of Tracts 4C1 and 4C11, Block 3, Socorro Grant, Socorro, Texas from R-1 (Single Family Residential) to C-2 (General Commercial); and Tracts 2A and 3B1, Block 3, Socorro Grant, Socorro, Texas from C-2 (General Commercial) to R-2 (Medium density residential); and Tract 9A2, Block 3, Socorro Grant, Socorro, Texas from A-1 (Agricultural) to R-2 (Medium Density Residential). *Carlos Gallinar*
10. ***Public Hearing*** to approve an ordinance authorizing the issuance and sale of City of Socorro, Texas General Obligation Refunding Bonds, Series 2022; establishing procedures and delegating authority for the sale and delivery of the bonds; levying an annual ad valorem tax for the payment of said bonds; providing an effective date; and enacting other provisions relating to the subject. *Adriana Rodarte*
11. ***Second Reading and Adoption*** to approve an ordinance authorizing the issuance and sale of City of Socorro, Texas General Obligation Refunding Bonds, Series 2022; establishing procedures and delegating authority for the sale and delivery of the bonds; levying an annual ad valorem tax for the payment of said bonds; providing an effective date; and enacting other provisions relating to the subject. *Adriana Rodarte*

GRANTS DEPARTMENT

12. ***Discussion and action*** to approve the proposed updates to the spending framework for City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the American Rescue Plan Act (ARPA). *Alejandra Valadez*
13. ***Discussion and action*** to authorize an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the development of a transportation project within TRZ No. 2 in Socorro, Texas. *Alejandra Valadez*

RECREATION DEPARTMENT

- 14. Discussion and action** to approve El Paso Marathon Race Route permit. **Victor Reta**

PLANNING AND ZONING

- 15. Discussion and action** to approve Resolution 663 approving a variance request for front setback reduction for 1119 Horizon Blvd. **Carlos Gallinar**

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

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


Discussion on the following:

- 16. Discussion and action** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. **Adriana Rodarte**
- 17. Discussion and action** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. **Adriana Rodarte**
- 18. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. **Adriana Rodarte**
- 19. Discussion and action** on El Paso Electric Company's Application to Change Rates filed with the Public Utility Commission of Texas June 1, 2021 [551.071]. **James A. Martinez**

20. Adjourn


DATED THIS 3rd DAY OF JANUARY, 2022


By: _____


Olivia Navarro, City Clerk

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

DATED THIS 3RD OF JANUARY, 2022

By: 
Olivia Navarro, City Clerk

Agenda posted: 1-3-2022 c. 3:18 
Removed: _____ Time: _____ by: _____



CITY OF SOCORRO
CITY COUNCIL MEEETING
Meeting Date: January 6, 2022

REZONING APPLICATION
STAFF REPORT

SUBJECT:

INTRODUCTION AND FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE FOR THE PROPOSED REZONING OF LOT 2, BLOCK 1, VALLE SERENO; TRACT 25A, BLOCK 15, SOCCORO GRANT; TRACTS 24B1, 25B3, BLOCK 15, SOCORRO GRANT; TRACT 25A1, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

NAME:

VALLE ESCONDIDO

PROPERTY ADDRESS:

Urrunaga Court and Celedon Circle / Carreta Lane

PROPERTY LEGAL DESCRIPTION:

Lot 2, Block 1, Valle Sereno; Tract 25A, Block 15 Socorro Grant; Tracts 24B1, 25B3, Block 15, Socorro Grant; Tract 25A1A, Block 15, Socorro Grant, Socorro, Texas.

PROPERTY OWNER:

Omar G. Gutierrez, Carlos Aguirre, Enrique Escobar

REPRESENTATIVE:

Jorge Ascarate, CEA Engineering

PROPERTY AREA:

4.5327 Acres

CURRENT ZONING:

R-1 Single Family Residential

CURRENT LAND USE:

Vacant Land

FUTURE LAND USE MAP:

Residential

PROPOSED LAND USE:

Single Family Residential

FLOOD MAP:

According to the Flood Insurance Rate MAPs, the referenced property lies within Zone X; (Community Panel # 480212 0250-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST:

Rezoning request from R-1 to R-2 to allow flexibility in lot dimensions for Infill Development. Plan shows 17 single family lots, one pond, and a new residential street.

Also requesting a variance of the front yard setback to allow a 10' setback and a variance on the rear yard setback to allow a 15' setback. The code requires 20' front and rear setbacks in R-2.

STAFF RECOMMENDATION: Staff recommends approval with two conditions:
1. Limit the density to Single Family homes.
2. Require 20' driveways.

BOARD RECOMMENDATION: PNZ Board voted to APPROVE 4-3 on December 21, 2021.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

Deny

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large / Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE _____

AN ORDINANCE APPROVING THE REZONING OF LOT 2, BLOCK 1, VALLE SERENO; TRACT 25A, BLOCK 15, SOCCORO GRANT; TRACTS 24B1, 25B3, BLOCK 15, SOCORRO GRANT; TRACT 25A1, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the properties Lot 2, Block 1, Valle Sereno; Tract 25A, Block 15, Socorro Grant; Tracts 24B1, 25B3, Block 15, Socorro Grant; Tract 25A1, Block 15, Socorro Grant, Socorro, Texas have been rezoned from R-1 (Single Family Residential) to R-2 (Medium Density Residential)

READ, APPROVED AND ADOPTED this _____ day of _____ 2022.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

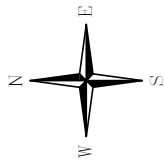
ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

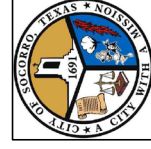
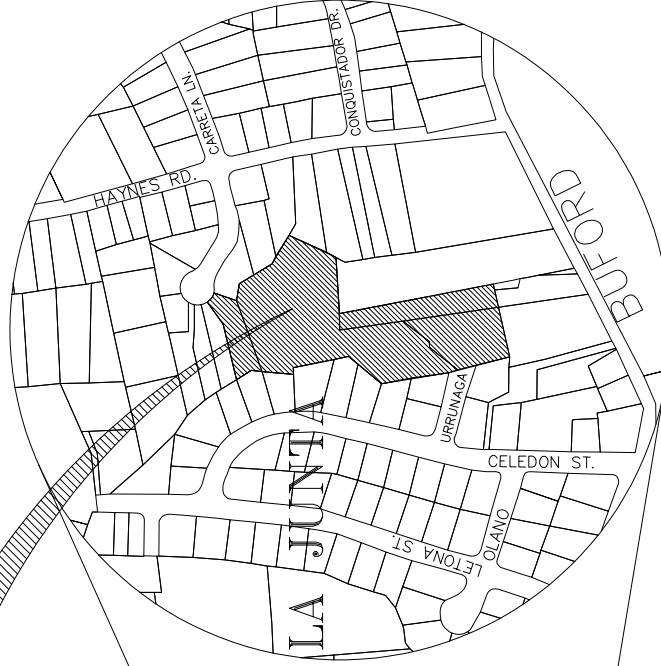
LOCATION MAP



PROJECT SITE;
VALLE ESCONDIDO
215 Carreta Ln. &
Tracts 25-A-1-A, 25-A
25-B-1, 25-B-3
Socorro Grant



CITY OF SOCORRO



LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

860 N. Rio Vista Socorro, Texas 79027 Tel: (505) 872-4331 Fax: (505) 872-8673

ZONING MAP



SITE PICTURES



AERIAL PHOTO



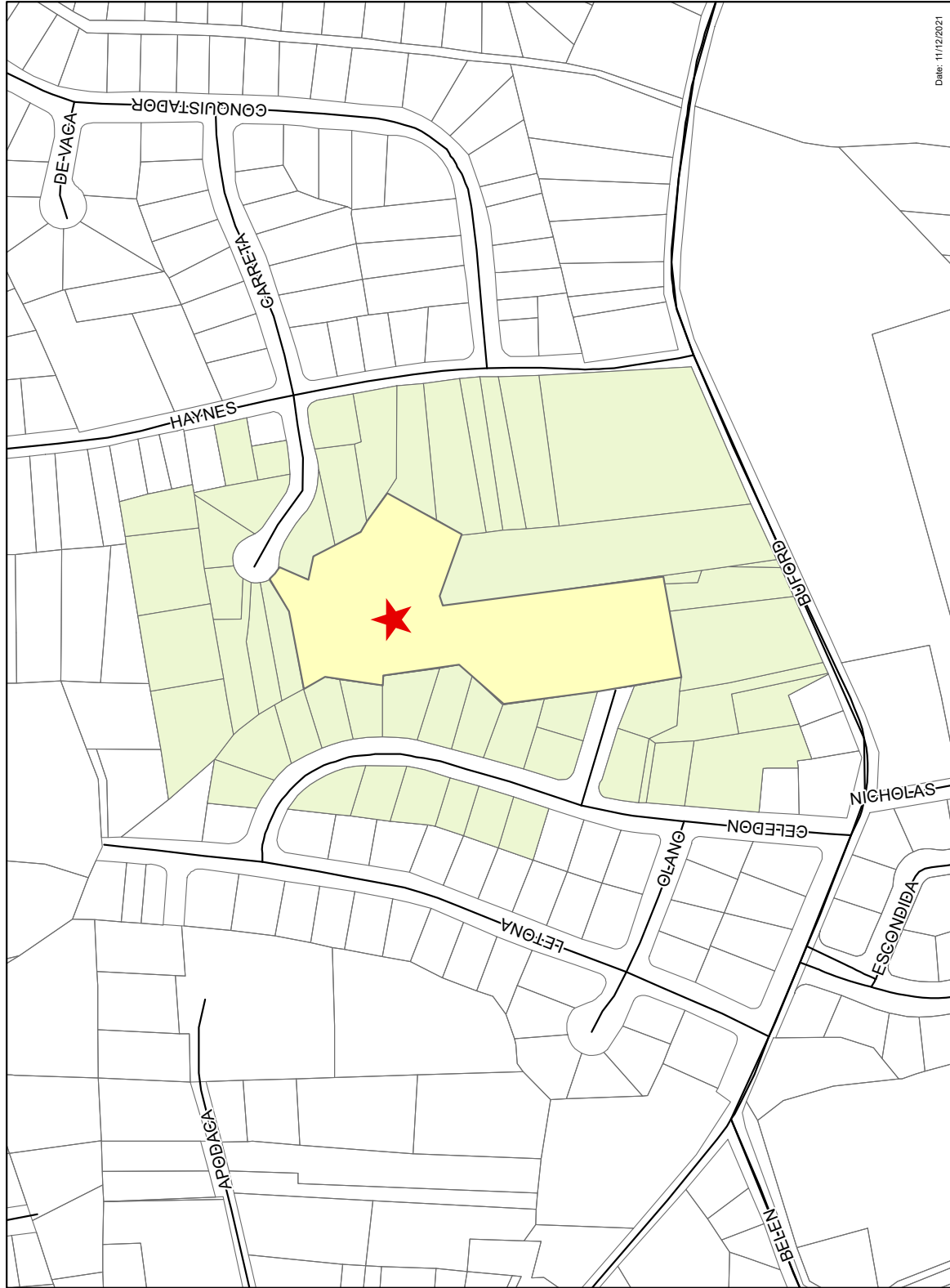
AERIAL PHOTO



[illegible]

PUBLIC INPUT

200' Around Valle Escondido



0 85 170 340 Feet



CITY OF SOCORRO
PLANNING & ZONING
860 N. RIO VISTA
SOCORRO, TX. 79027



Date: 11/12/2021

ITEM 7

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

January 3, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Introduction First Reading and Calling for a public hearing of an Ordinance repealing Ordinance Number 310 designating Transportation Reinvestment Zone Number One for the City of Socorro, Texas, declaring Ordinance Number 310 void, and confirming the validity of Ordinance Number 324 designating Transportation Reinvestment Zone Number Two for the City of Socorro, Texas.

SUMMARY

An ordinance is needed to repeal Ordinance Number 310 for TRZ No. 1 and confirming validity of TRZ No. 2.

STATEMENT OF THE ISSUE

Ordinance No. 310 was adopted by City Council on December 6, 2012 to create TRZ No. 1 in Socorro, Texas.

An ordinance is needed to repeal Ordinance Number 310 for TRZ No. 1 and confirming validity of TRZ No. 2.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: N/A

Quotes (Name/Commodity/Price): N/A

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

ALTERNATIVE

Not Approve – City Council **will not** approve ordinance repealing ordinance 310.

STAFF RECOMMENDATION

Approve – City Council **WILL** approve ordinance repealing ordinance 310.

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE

AN ORDINANCE REPEALING ORDINANCE NUMBER 310 (DESIGNATING TRANSPORTATION REINVESTMENT ZONE NUMBER ONE FOR THE CITY OF SOCORRO, TEXAS); DECLARING ORDINANCE NUMBER 310 VOID; AND CONFIRMING THE VALIDITY OF ORDINANCE NUMBER 324 (DESIGNATING TRANSPORTATION REINVESTMENT ZONE NUMBER TWO FOR THE CITY OF SOCORRO, TEXAS).

WHEREAS, Ordinance No. 310 was adopted by City Council of the City of Socorro, Texas on December 6, 2012, which created Transportation Reinvestment Zone Number One, City of Socorro, Texas; and

WHEREAS, it was subsequently determined that there were concerns with the adoption of Ordinance No. 310, thereby resulting in questions related to the validity of Transportation Reinvestment Zone Number One, City of Socorro, Texas; and

WHEREAS, in response to such questions of validity, the City Council of the City of Socorro adopted Ordinance Number 324 on December 12, 2013, in order to create Transportation Reinvestment Zone Number Two, City of Socorro, Texas to serve as a replacement of Transportation Reinvestment Zone Number One, City of Socorro, Texas and such Ordinance No. 324 was properly adopted.

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

That Ordinance No. 310 is found to be void from its inception due to issues with its adoption, and Ordinance No. 310 is hereby repealed; and

That Ordinance No. 324 was properly adopted as required by all applicable statutes and the law, and therefore, Transportation Reinvestment Zone Number Two, City of Socorro, Texas is valid and in full force and effect.

READ, ADOPTED, AND APPROVED this ____ day of _____, 2022.

CITY OF SOCORRO, TEXAS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ITEMS 8 AND 9

Ivy Avalos

Mayor

Ruben Reyes

Representative

At Large / Mayor Pro Tem

Cesar Nevarez

District 1



Alejandro Garcia

District 2

Rudy Cruz, Jr.

District 3

Yvonne Colon-Villalobos

District 4

Adriana Rodarte

City Manager

DATE: January 6, 2022
TO: Mayor and Council
FROM: Carlos Gallinar, City Planner
CC: Adriana Rodarte, City Manager

SUBJECT:

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE FOR THE PROPOSED REZONING OF TRACTS 4C1 AND 4C1L, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL); AND TRACTS 2A AND 3B1, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS FROM C-2 (GENERAL COMMERCIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND TRACT 9A2, BLOCK 3, SO-CORRO GRANT, SOCORRO, TEXAS FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

NAME: HORIZON PARK REZONING

PROPERTY ADDRESS: Horizon Boulevard

PROPERTY LEGAL

DESCRIPTION: Tracts 4C1, 4C1L, 2A, 3B1, 9A2, Block 3, Socorro Grant, Socorro, Texas

PROPERTY OWNER: Valcore Properties, LLC; Bowling Brothers Development Company, and Jimmy D. Brown

REPRESENTATIVE: Jorge Azcarate, CEA Group

PROPERTY AREA: Approximately 30 Acres

CURRENT ZONING: 4C1 and 4C1L = R-1 (Single Family Residential)
3B1 and 2A = C-2 (General Commercial)
9A2 = A-1 (Agricultural)

CURRENT LAND USE: Vacant

FUTURE LAND USE MAP: Undefined

FLOOD MAP:

According to the Flood Insurance Rate MAPs, the referenced property lies within Zone X; (Community Panel # 480212 0239-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST:

Rezoning: Applicant is requesting to rezone several parcels of land. The rezoning are as follows:

Parcels 4C1 and 4C1L from R-1 to C-2

Parcels 3B1 and 2A from C-2 to R-2

Parcel 9A2 from A-1 to R-2

STAFF RECOMMENDATION:

Staff recommends APPROVAL.

BOARD RECOMMENDATION:

PNZ voted to APPROVE on October 5, 2021.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

Deny

REQUIRED AUTHORIZATION

1. City Manager _____ Date_____

2. CFO _____ Date_____

3. Attorney _____ Date_____

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large / Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE _____

AN ORDINANCE APPROVING THE REZONING OF TRACTS 4C1 AND 4C1L, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL); AND TRACTS 2A AND 3B1, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS FROM C-2 (GENERAL COMMERCIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND TRACT 9A2, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the properties of Tracts 4C1 and 4C1L, Block 3, Socorro Grant, Socorro, Texas have been rezoned from R-1 (Single Family Residential) to C-2 (General Commercial); and Tracts 2A and 3B1, Block 3, Socorro Grant, Socorro, Texas have been rezoned from C-2 (General Commercial) to R-2 (Medium Density Residential); and Tract 9A2, Block 3, Socorro Grant, Socorro, Texas has been rezoned from A-1 (Agricultural) to R-2 (Medium Density Residential).

READ, APPROVED AND ADOPTED this _____ day of _____ 2021.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

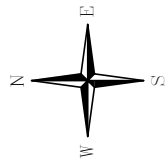
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

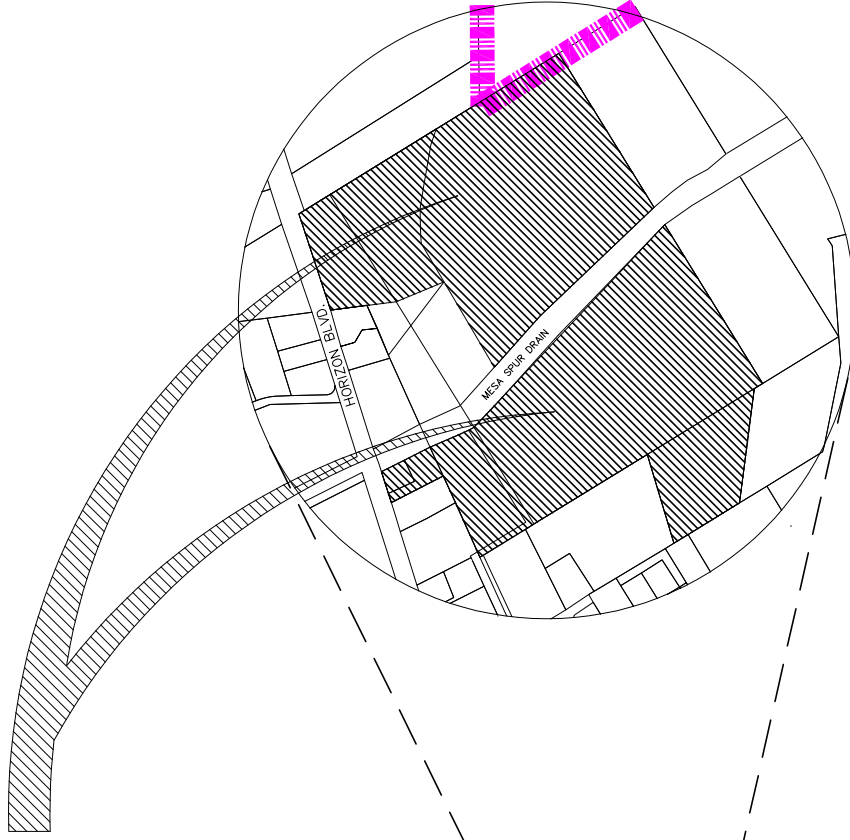
James A. Martinez
Socorro City Attorney

Adriana Rodarte, City Manager

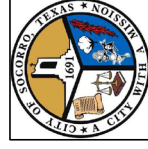
LOCATION MAP



PROJECT SITE;
Tracts 2,2A,3B,3B1,3B5,4C1L,4E1A,9A2
Block 3, Socorro Grant



CITY OF SOCORRO



LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

860 N. Rio Vista Socorro, Texas 79027 Tel: (505) 872-4831 Fax: (505) 872-8673

ZONING MAP

Tracts 2,2A,3B,3B1,3B5,4C1L,4E1A and 9A2, B-3
Socorro Grant



SITE PICTURES

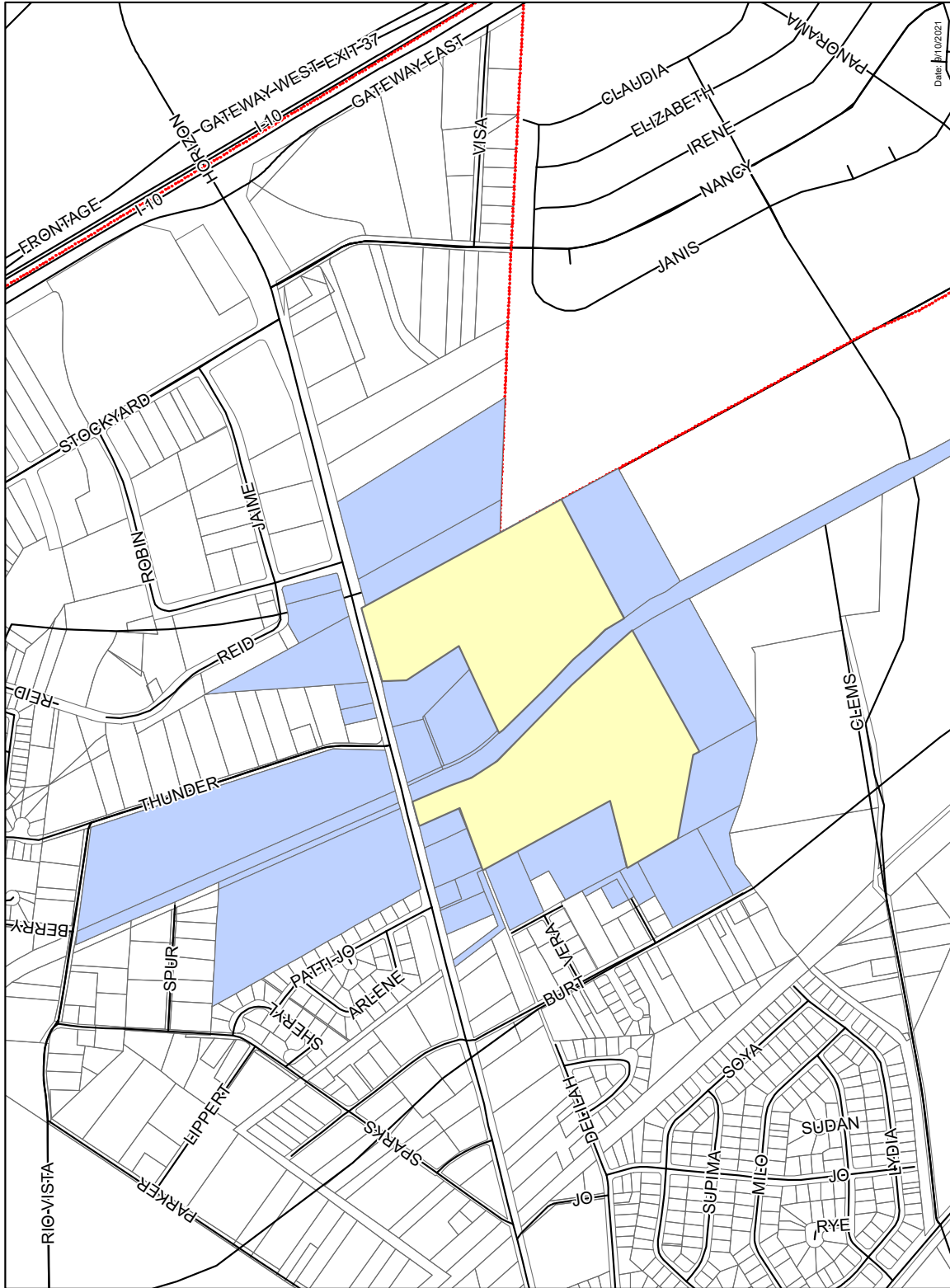


AERIAL PHOTO



PUBLIC NOTICE

200' Around Tracks 2,2A,3B1,4C1L,4C1LA,4E1A,9A2

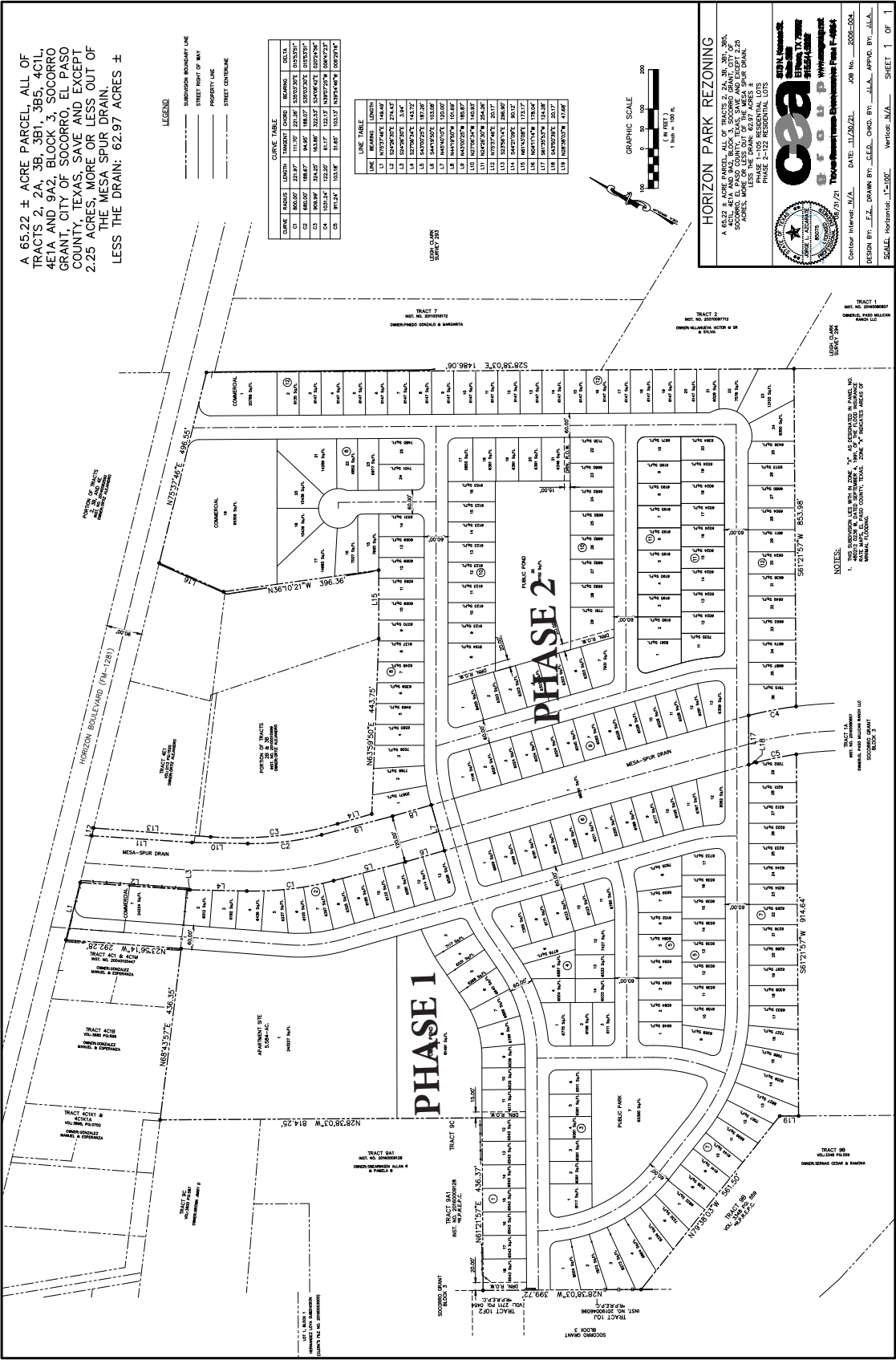


CITY OF SOCORRO
PLANNING & ZONING
800 N. RIO VISTA
SOCORRO, NM 87807

PUBLIC NOTICE

file_as_name	addr_line2	addr_city	addr	addr_zip
VILLANUEVA ALBERTO & MIREYA	3644 TIERRA MADRID	EL PASO	TX	79938-4316
SERNAS CESAR & RAMONA	10536 SANTA PAULA DR	EL PASO	TX	79927-1464
PEDREGON DANNY R	12242 CORAL GATE DR	EL PASO	TX	79936-8610
MILLICAN IRREVOCABLE TRUST	15341 WOODHILL CT	HORIZON CITY	TX	79928-7011
MITCHELL EMILIA	870 RANGE WAR CT	SOCORRO	TX	79927-8025
BROWN JIMMY D	10124 LUELLA AVE	EL PASO	TX	79925-4331
CITY OF SOCORRO	124 HORIZON BLVD	SOCORRO	TX	79927-2620
MILLICAN IRREVOCABLE TRUST	15341 WOODHILL CT	HORIZON CITY	TX	79928-7011
SWEARINGEN ALLAN R & PAMELA B	1353 SABRINA LYN DR	EL PASO	TX	79936-7402
BROWN JIMMY D	10124 LUELLA AVE	EL PASO	TX	79925-4331
BURRUS LEE ANN C	PO BOX 685	WINDSOR	CO	80550
RIVERA ANGEL	14 SILVER CREST DR	EL PASO	TX	79902-1932
GONZALES MANUEL & ESPERANZA	932 HORIZON BLVD	SOCORRO	TX	79927-4466
GONZALES MANUEL & ESPERANZA	932 HORIZON BLVD	SOCORRO	TX	79927-4466
GONZALEZ MANUEL & ESPERANZA	946 HORIZON BLVD	SOCORRO	TX	79927-4466
ORTIZ ALEJANDRO & HILDA	11900 DIEGO RIVERA DR	EL PASO	TX	79936-7139
ORTIZ ALEJANDRO & HILDA	11900 DIEGO RIVERA DR	EL PASO	TX	79936-7139
GONZALEZ MANUEL & ESPERANZA	960 HORIZON BLVD	SOCORRO	TX	79927-4466
BAQUERA RICHARD	9369 SAN LORENZO AVE	EL PASO	TX	79907-6843
BAQUERA RICHARD	9369 SAN LORENZO AVE	EL PASO	TX	79907-6843
BURRUS LEE ANN C	PO BOX 625	WINDSOR	CO	80550
ORTIZ ALEJANDRO	12033 SAL RASURA	EL PASO	TX	79936-6319
BURRUS LEE ANN C	PO BOX 685	WINDSOR	CO	80550
PINEDO GONZALO & MARGARITA	6437 UPPER VALLEY RD	EL PASO	TX	79932-2716
UNKNOWN OWNER	1081 HORIZON BLVD	SOCORRO	TX	79927-4426
GBM HOLDINGS LLC	12556 WEAVER RD	HORIZON CITY	TX	79928-7335
LOPEZ MARY L	1083 HORIZON BLVD	SOCORRO	TX	79927-4426
MATAMOROS JESUS A	11388 REID RD	EL PASO	TX	79927-4808
CHAVEZ JULIO	1113 HORIZON BLVD	EL PASO	TX	79927-4841
RIVERA AGUIRRE FRANCISCO	975 HORIZON BLVD	SOCORRO	TX	79927-4406
BURRUS DAVID J	PO BOX 685	WINDSOR	CO	80550-0685
CITY OF SOCORRO	124 HORIZON BLVD	SOCORRO	TX	79927-2620
IVAN'S PUMPING SERVICE INC	1010 HORIZON BLVD	SOCORRO	TX	79927-4467

PLOT PLAN



ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SOCORRO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2022; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

WHEREAS, the City has previously issued, and there are presently outstanding, the following obligations of the City of Socorro, Texas (the "Issuer" or the "City"), including the "City of Socorro, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014" scheduled to mature on March 1 in each of the years 2022-2030, inclusive, 2032, 2033 and 2034 in the aggregate principal amount of \$7,430,000 (the "Eligible Refunded Obligations"); and

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree; and

WHEREAS, this City Council hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code Chapters 1207, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds of the City of Socorro, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount hereinafter provided for the public purpose of refunding the Refunded Obligations and to pay the costs incurred in connection with the issuance of the Bonds. The term "Bonds" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance (the "Initial Bond") and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

(b) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SOCORRO, TEXAS GENERAL OBLIGATION REFUNDING BOND, TAXABLE SERIES 2022," and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, payable to the respective registered owners thereof (with the Initial Bond or Bonds being made payable to the Purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the City Manager (including any interim city manager) or Chief Financial Officer (including any interim chief financial officer) (each, a "Pricing Officer") is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining municipal bond insurance for all or any portion of the Bonds, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Ordinance and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$8,000,000;
- (ii) the stated maturity of the Bonds shall be not later than March 1, 2034;
- (iii) the refunding must produce a present value debt service savings of at least 5.00%, net of any Issuer contribution;
- (iv) the true interest cost on the Bonds shall not exceed 3.5% per annum and the net effective interest rate shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended; and
- (v) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the 180th day following adoption of this Ordinance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep

such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

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

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

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

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

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

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representations to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the

appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

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

(i) Cancellation of Initial Bond. On the closing date, the Initial Bond, representing the entire principal amount of the Bonds, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Clerk of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Initial Bond shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Form of Bond to be modified pursuant to, and completed with information set forth in, the Pricing Certificate.

(a) [Form of Bond]

NO. R-__

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SOCORRO, TEXAS
GENERAL OBLIGATION
REFUNDING BOND
TAXABLE SERIES 2022

PRINCIPAL
AMOUNT
\$ _____

<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	_____, 2021	March 1, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Socorro, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__ at the Interest Rate per annum specified above. Interest is payable on March 1, 2022 and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage

prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the 15th calendar day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

THIS BOND is one of a series of Bonds dated _____, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ for the public purposes of refunding certain outstanding obligations of the Issuer and paying the costs incurred in connection with the issuance of the Bonds.

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

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided,

however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting

such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

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

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

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

(signature)
City Clerk

(signature)
Mayor

(SEAL)

(INSERT BOND INSURANCE LEGEND, IF ANY)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by
an executed Comptroller's Registration Certificate)

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

Dated: _____

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

By: _____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee:

Please print or typewrite name and address, including zip code, of Transferee:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

(d) [Form of Comptroller's Registration Certificate]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

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

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

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

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

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
--------------	--------------------------	-----------------------

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__ at the respective Interest Rate per annum specified above. Interest is payable on March 1, 2022 and semiannually on each September 1 and March 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear

interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Bond shall be numbered “T-1.”

Section 5. INTEREST AND SINKING FUND.

(a) A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received upon sale of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest becomes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures or is scheduled for redemption (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year). Said tax shall be based on the latest approval tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures or is scheduled for redemption, are hereby pledged for such payment, within the limit prescribed by law.

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

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a “Defeased Bond”) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or

(ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

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

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

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

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

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

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Ordinance, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

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

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

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

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Bonds pending its delivery and its investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Initial Bond said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

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

Section 9. [RESERVED]

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

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 hereof through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the "Purchase Contract"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2, and in which the purchaser or purchasers (the "Purchaser") of the Bonds shall be designated. The Pricing Officer is hereby authorized to execute and deliver the Purchase Contract for an on behalf of the Issuer. The Initial Bond shall be registered in the name of the lead Purchaser as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements

of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Clerk and each Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Pricing Certificate, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

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

"*EMMA*" means the Electronic Municipal Market Access system being established by the MSRB.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City of the general type included in the final Official Statement under Tables 1 through 11. The City shall additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2021. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or

regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the

Bonds, if material;

- 11, Rating Changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 7 of this

Ordinance that causes Bonds no longer to be outstanding.

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

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

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

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

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

(e) Amendment of the Rule. The provisions of this Section shall be revised by the Pricing Officer to reflect the requirements of the Rule if the Rule is amended after the adoption of this Ordinance but prior to the delivery of the Bonds so as to permit an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule. Any such revisions shall be set forth in the Pricing Certificate and are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

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

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once

in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

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

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

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

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

Section 13. DEFAULT AND REMEDIES.

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS.
In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein (the "Escrow Agent"), an escrow or similar agreement (the "Escrow Agreement"), in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the Escrow Agreement), if any, and to authorize such contributions for the escrow fund (the "Escrow Fund") as provided in the Escrow Agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Contract with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued notices of redemption of the Refunded Obligations in

substantially the form set forth in Exhibit A attached hereto, completed with information from the Pricing Certificate, to each paying agent/registrar for the Refunded Obligations.

(b) In addition, the paying agent/registrar(s) for the Refunded Obligations shall be directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of such Refunded Obligations, and shall be directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar(s) therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

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

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Remainder of page intentionally left blank]

EXHIBIT A

NOTICE OF REDEMPTION

NOTICE IS HEREBY GIVEN that the City of Socorro, Texas has called for redemption the outstanding Certificates of Obligation of the City described as follows:

City of Socorro, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014, dated July 1, 2014, scheduled to mature March 1 in the years 2025 through 2030, inclusive, 2032, 2033 and 2034, aggregating \$6,505,000, as more fully set forth below:

<u>Maturity</u>	<u>Amount Outstanding</u>	<u>Amount Refunded</u>	<u>Interest Rate</u>	<u>CUSIP No. (833708)</u>
3/1/2025	\$ 325,000	\$ 325,000	4.000%	FE5
3/1/2026	340,000	340,000	4.000	FF2
3/1/2027	355,000	355,000	4.000	FG0
3/1/2028	370,000	370,000	4.250	FH8
3/1/2029	385,000	385,000	4.500	FJ4
3/1/2030	410,000	410,000	4.750	FK1
3/1/2031 ⁽¹⁾	425,000	425,000	3.750	FM7
3/1/2032 ⁽¹⁾	440,000	440,000	3.750	FM7
3/1/2033	1,685,000	1,685,000	5.000	FN5
3/1/2034	1,770,000	1,770,000	5.000	FP0
TOTAL	\$6,505,000	\$6,505,000		

⁽¹⁾Represents Term Bond subject to mandatory sinking fund redemption prior to stated maturity.

Redemption date: March 1, 2024; redeemable at a redemption price of par plus accrued interest at the Designated Payment/Transfer Office of U.S. Bank National Association, Dallas, Texas (the "Paying Agent") only upon presentation and surrender thereof by the holder thereof.

If moneys sufficient for the payment of such redemption price are held by or on behalf of the Paying Agent, the described Certificates of Obligation shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date.

In compliance with section 3406 of the Internal Revenue Code of 1986, the Paying Agent may be obligated to deduct and withhold 30 percent of such payment from the remittance to any payee who has failed to provide the Paying Agent with a valid taxpayer identification number. To avoid the imposition of the withholding of tax, such payees should submit a taxpayer identification number when surrendering the Certificates of Obligation for redemption.

NOTICE IS FURTHER GIVEN that all Certificates of Obligation should be submitted to the following address:

U.S. Bank National Association
Global Corporate Trust
111 Fillmore Ave E.
St. Paul, MN 55107
For Questions: 1-800-934-6802

Dated: _____, 2021
By: U.S. Bank National Association

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

January 3, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, City Development Director, City of Socorro

SUBJECT:

Discussion and action to approve the proposed updates to the spending framework for City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the American Rescue Plan Act (ARPA).

SUMMARY

The City of Socorro will approve updates to the spending framework for the City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the 2021 ARPA. The spending framework includes COVID-19-related expenses, assistance to small businesses, households, and non-profits, aid to impacted industries, and public infrastructure.

STATEMENT OF THE ISSUE

City Council approved a spending framework for the City of Socorro's allocation of CLFRF ARPA funds on October 28, 2021 based on the eligible costs and guidance provided by the U.S. Treasury. City Council approval is requested to approve additional funds for the Socorro Police Department in connection to its response to the COVID-19 pandemic to include:

- \$300,000 increase for Socorro Police Department Communications Equipment
- \$125,000 allocation for Socorro Police Department Body-Worn Cameras
- \$200,000 allocation for Socorro Police Department Generator

The American Rescue Plan Act of 2021 is a US \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021. The Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) approved under ARPA provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

The funding objectives of the Coronavirus State and Local Fiscal Recovery Funds (CSLFR) are to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic

As a non-entitlement unit of local government (NEU), the City of Socorro has received a direct allocation of funding to be administered in two tranches (each tranche representing half of the NEU's allocation) by the Texas Division of Emergency Management (TDEM). On August 20, 2021, the City of Socorro received the first tranche of funding in the amount of \$4,258,201.53 from TDEM.

Please see attached.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: N/A

Quotes (Name/Commodity/Price): N/A

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

ALTERNATIVE

Not Approve – City Council **will not** authorize updates to the spending framework for City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the American Rescue Plan Act (ARPA).

STAFF RECOMMENDATION

Approve – City Council **WILL** authorize updates to the spending framework for City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the American Rescue Plan Act (ARPA).

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

First Tranche
\$4,258,201.53

				2022	2023	2024	2025	2026
ARPA Eligible Categories	Approved 10.28.2021	Increase / Decrease	Proposed	Year 1	Year 2	Year 3		
COVID-19 related expenses								
Socorro Police Department Communications Equipment	\$ 400,000.00	\$ 300,000.00	\$ 700,000.00	\$ 700,000.00				
Administrative Personnel - ARPA Specialist	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
Rio Vista Health Clinic	\$ 300,000.00		\$ 300,000.00		\$ 300,000.00			
COVID-19 Public Health Fund	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Socorro Police Department Body-Worn Cameras	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00				
Socorro Police Department Generator	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00				
	\$ -		\$ -					
Assistance to small business, households, non-profits								
Small Business Economic Resiliency Programs	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Household Assistance Program	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Household Assistance Program Specialist	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
Economic Recovery Program (Marketing, BR&E)	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Economic Recovery Coordinator	\$ 195,000.00		\$ 195,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00		
Farmers Market Feasibility Study and Implementation	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 100,000.00			
CSCI nonprofit assistance	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
Economic Recovery Strategic Plan	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00				
Aid to impacted industries (tourism, travel, hospitality)								
PDN Trail - Mission Trail Segment (tourism)	\$ 1,500,000.00		\$ 1,500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00		
Mission Trail Tourism Improvements on Socorro Rd.	\$ 1,000,000.00		\$ 1,000,000.00			\$ 1,000,000.00		
City-wide Trails Masterplan (tourism)	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00				
Rio Vista Farm Rehabilitation Project (travel & tourism)	\$ 2,500,000.00		\$ 2,500,000.00		\$ 2,500,000.00			
	\$ -		\$ -					
Water, sewer, stormwater and broadband infrastructure								
Sparks Arroyo Drainage Project	\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00			
City-wide stormwater improvements	\$ 1,000,000.00		\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00			
	\$ -		\$ -					
Total Amount				\$ 10,420,000.00				

		First Tranche				
		\$4,258,201.53				
			2022	2023	2024	2025
			Year 1	Year 2	Year 3	2026
ARPA Eligible Expenses		\$9,745,000.00				
COVID-19 related expenses		\$1,150,000.00	2,115,000.00	5,515,000.00	2,115,000.00	
Socorro Police Department Communications Equipme	Non-construction	\$400,000.00	400,000.00			
Administrative Personnel to administer ARPA funds	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
Rio Vista Health Clinic	Construction	\$300,000.00		300,000.00		
COVID-19 Public Health Fund	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
		\$0.00				
Assistance to small business, households, non-profits		\$1,545,000.00				
Small Business Economic Resiliency Programs	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Household Assistance Program	Construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Household Assistance Program Specialist	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
Economic Recovery Program (Marketing, BR&E)	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Economic Recovery Coordinator	Personnel	\$195,000.00	65,000.00	65,000.00	65,000.00	
Farmers Market Feasibility Study and Implementation	Construction	\$150,000.00	50,000.00	100,000.00		
CSCI nonprofit assistance	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
		\$0.00				
Aid to impacted industries (tourism, travel, hospitality)		\$5,050,000.00				
PDN Trail - Mission Trail Segment (tourism)	Construction	\$1,500,000.00	500,000.00	500,000.00	500,000.00	
Mission Trail Tourism Improvements on Socorro Rd.	Construction	\$1,000,000.00			1,000,000.00	
City-wide Trails Masterplan (tourism)	Non-construction	\$50,000.00	50,000.00			
Rio Vista Farm Rehabilitation Project (travel & tourism)	Construction	\$2,500,000.00		2,500,000.00		
		\$0.00				
Stormwater Infrastructure		\$2,000,000.00				
Sparks Arroyo Drainage Project		\$1,000,000.00		1,000,000.00		
City-wide stormwater improvements		\$1,000,000.00	500,000.00	500,000.00		
		\$0.00				
TOTAL		\$9,745,000.00				

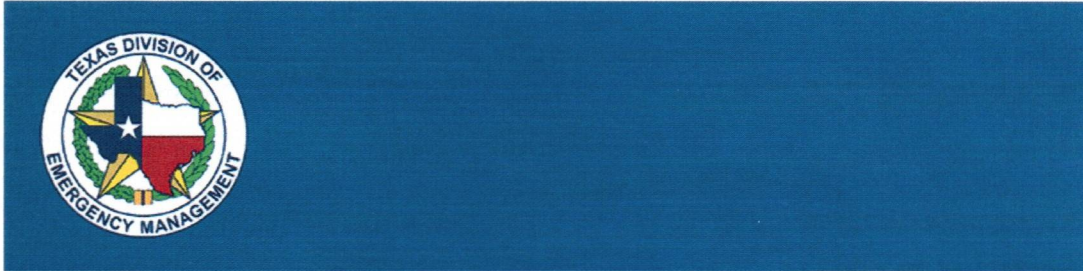
Subject: Coronavirus Local Fiscal Recovery Funds

Date: Monday, August 16, 2021 at 11:29:37 AM Mountain Daylight Time

From: Texas Coronavirus Local Fiscal Recovery Funds

To: Alejandra Valadez

[View this email in your browser](#)



NEU Name: Socorro

NEU Recipient Number: TX4179

Regarding: Coronavirus Local Fiscal Recovery Funds – Payment Information and Recipient Obligations

The Texas Division of Emergency Management (TDEM) has begun processing a payment for Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF). You should expect to receive a payment within 14 business days.

Payments to NEUs will be made in two tranches, with each tranche representing half of an NEU's allocation. No NEU may receive funds in excess of 75 percent of its most recent budget as of January 27, 2020.

For more information regarding the Tranche 1 payment amount, use the following link to access your GMS account:

- <https://grants.tdem.texas.gov/>

Reporting Requirements

Each NEU is responsible for timely submission of reports to Treasury on the use of funds. The first required report is due **October 31, 2021**. TDEM has attached two resources to this correspondence to assist with the reporting process:

- [Treasury Compliance and Reporting Guidance](#)
- [User Guide – Treasury's Portal for Recipient Reporting](#)

In addition, each NEU will need to provide their NEU Recipient Number as part of the reporting process. **The NEU Recipient Number TDEM has assigned to Socorro is TX4179.**

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

Additional Recipient Obligations

Each NEU participating in the CLFRF program is a direct recipient of CLFRF funding from the Treasury Department. It is each NEU's responsibility to ensure all CLFRF award funds are used in compliance with program requirements. In addition, NEUs should be mindful of any additional compliance obligations that apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with CLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. NEUs should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

TDEM REGIONAL UNIT CHIEFS

Colleen O'Neal
Region 4 and 5
M: 806-740-8936
O: 806-474-4156
Colleen.Oneal@TDEM.texas.gov

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O: 214-861-2057
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TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

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Subject: Receipt - Texas Div Emer Mgmt Inv Payments
Date: Wednesday, September 1, 2021 at 9:43:17 AM Mountain Daylight Time
From: Charles Casiano
To: City Manager
CC: Alejandra Valadez
Attachments: image001.gif, image002.png

Mss, Rodarte et Valadez,

On August 20, 2021 we received \$4,258,201.53.

Charles Casiano, CPA
Finance Director, City of Socorro, Texas
financedirector@ci.socorro.tx.us
915-858-2915 X5009



First Tranche
\$4,258,201.53

				2022	2023	2024	2025	2026
ARPA Eligible Categories	Approved 10.28.2021	Increase / Decrease	Proposed	Year 1	Year 2	Year 3		
COVID-19 related expenses								
Socorro Police Department Communications Equipment	\$ 400,000.00	\$ 300,000.00	\$ 700,000.00	\$ 700,000.00				
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Rio Vista Health Clinic	\$ 300,000.00		\$ 300,000.00		\$ 300,000.00			
COVID-19 Public Health Fund	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Socorro Police Department Body-Worn Cameras	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00				
Socorro Police Department Generator	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00				
	\$ -		\$ -					
Assistance to small business, households, non-profits								
Small Business Economic Resiliency Programs	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Household Assistance Program	\$ 300,000.00		\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
Household Assistance Program Specialist	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
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Economic Recovery Coordinator	\$ 195,000.00		\$ 195,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00		
Farmers Market Feasibility Study and Implementation	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 100,000.00			
CSCI nonprofit assistance	\$ 150,000.00		\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
Economic Recovery Strategic Plan	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00				
Aid to impacted industries (tourism, travel, hospitality)								
PDN Trail - Mission Trail Segment (tourism)	\$ 1,500,000.00		\$ 1,500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00		
Mission Trail Tourism Improvements on Socorro Rd.	\$ 1,000,000.00		\$ 1,000,000.00			\$ 1,000,000.00		
City-wide Trails Masterplan (tourism)	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00				
Rio Vista Farm Rehabilitation Project (travel & tourism)	\$ 2,500,000.00		\$ 2,500,000.00		\$ 2,500,000.00			
	\$ -		\$ -					
Water, sewer, stormwater and broadband infrastructure								
Sparks Arroyo Drainage Project	\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00			
City-wide stormwater improvements	\$ 1,000,000.00		\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00			
	\$ -		\$ -					
Total Amount				\$ 10,420,000.00				

		First Tranche				
		\$4,258,201.53				
			2022	2023	2024	2025
			Year 1	Year 2	Year 3	2026
ARPA Eligible Expenses		\$9,745,000.00				
COVID-19 related expenses		\$1,150,000.00	2,115,000.00	5,515,000.00	2,115,000.00	
Socorro Police Department Communications Equipme	Non-construction	\$400,000.00	400,000.00			
Administrative Personnel to administer ARPA funds	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
Rio Vista Health Clinic	Construction	\$300,000.00		300,000.00		
COVID-19 Public Health Fund	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
		\$0.00				
Assistance to small business, households, non-profits		\$1,545,000.00				
Small Business Economic Resiliency Programs	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Household Assistance Program	Construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Household Assistance Program Specialist	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
Economic Recovery Program (Marketing, BR&E)	Non-construction	\$300,000.00	100,000.00	100,000.00	100,000.00	
Economic Recovery Coordinator	Personnel	\$195,000.00	65,000.00	65,000.00	65,000.00	
Farmers Market Feasibility Study and Implementation	Construction	\$150,000.00	50,000.00	100,000.00		
CSCI nonprofit assistance	Personnel	\$150,000.00	50,000.00	50,000.00	50,000.00	
		\$0.00				
Aid to impacted industries (tourism, travel, hospitality)		\$5,050,000.00				
PDN Trail - Mission Trail Segment (tourism)	Construction	\$1,500,000.00	500,000.00	500,000.00	500,000.00	
Mission Trail Tourism Improvements on Socorro Rd.	Construction	\$1,000,000.00			1,000,000.00	
City-wide Trails Masterplan (tourism)	Non-construction	\$50,000.00	50,000.00			
Rio Vista Farm Rehabilitation Project (travel & tourism	Construction	\$2,500,000.00		2,500,000.00		
		\$0.00				
Stormwater Infrastructure		\$2,000,000.00				
Sparks Arroyo Drainage Project		\$1,000,000.00		1,000,000.00		
City-wide stormwater improvements		\$1,000,000.00	500,000.00	500,000.00		
		\$0.00				
TOTAL		\$9,745,000.00				

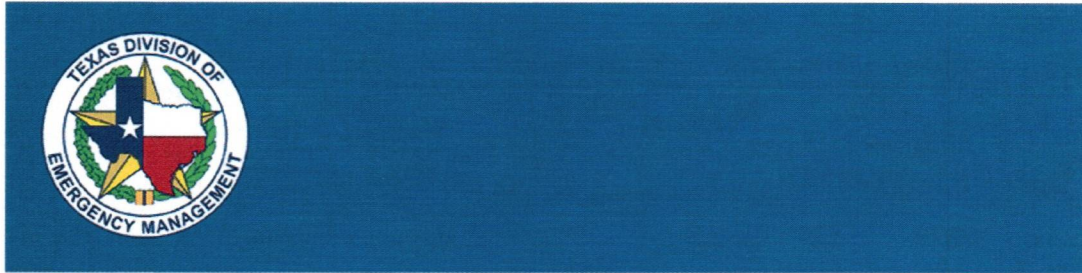
Subject: Coronavirus Local Fiscal Recovery Funds

Date: Monday, August 16, 2021 at 11:29:37 AM Mountain Daylight Time

From: Texas Coronavirus Local Fiscal Recovery Funds

To: Alejandra Valadez

[View this email in your browser](#)



NEU Name: Socorro

NEU Recipient Number: TX4179

Regarding: Coronavirus Local Fiscal Recovery Funds – Payment Information and Recipient Obligations

The Texas Division of Emergency Management (TDEM) has begun processing a payment for Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF). You should expect to receive a payment within 14 business days.

Payments to NEUs will be made in two tranches, with each tranche representing half of an NEU's allocation. No NEU may receive funds in excess of 75 percent of its most recent budget as of January 27, 2020.

For more information regarding the Tranche 1 payment amount, use the following link to access your GMS account:

- <https://grants.tdem.texas.gov/>

Reporting Requirements

Each NEU is responsible for timely submission of reports to Treasury on the use of funds. The first required report is due **October 31, 2021**. TDEM has attached two resources to this correspondence to assist with the reporting process:

- [Treasury Compliance and Reporting Guidance](#)
- [User Guide – Treasury's Portal for Recipient Reporting](#)

In addition, each NEU will need to provide their NEU Recipient Number as part of the reporting process. **The NEU Recipient Number TDEM has assigned to Socorro is TX4179.**


SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

Additional Recipient Obligations

Each NEU participating in the CLFRF program is a direct recipient of CLFRF funding from the Treasury Department. It is each NEU's responsibility to ensure all CLFRF award funds are used in compliance with program requirements. In addition, NEUs should be mindful of any additional compliance obligations that apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with CLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. NEUs should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

TDEM REGIONAL UNIT CHIEFS




Colleen O'Neal
Region 4 and 5
M: 806-740-8936
O: 806-474-4156
Colleen.Oneal@TDEM.texas.gov

Andrea Sanders
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M: 737-247-8531
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Subject: Receipt - Texas Div Emer Mgmt Inv Payments
Date: Wednesday, September 1, 2021 at 9:43:17 AM Mountain Daylight Time
From: Charles Casiano
To: City Manager
CC: Alejandra Valadez
Attachments: image001.gif, image002.png

Mss, Rodarte et Valadez,

On August 20, 2021 we received \$4,258,201.53.

Charles Casiano, CPA
Finance Director, City of Socorro, Texas
financedirector@ci.socorro.tx.us
915-858-2915 X5009



ITEM 13

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

January 3, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Discussion and action to authorize an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the development of a transportation project within TRZ No. 2 in Socorro, Texas.

SUMMARY

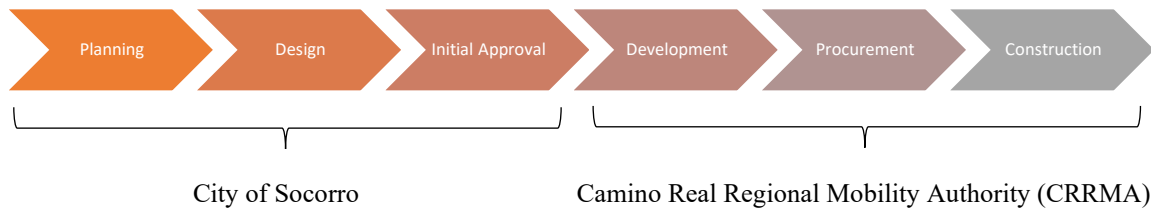
The City of Socorro will enter into an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the development of a transportation project within Transportation Reinvestment Zone (TRZ) Number Two.

STATEMENT OF THE ISSUE

The City of Socorro established Transportation Reinvestment Zone Number Two (TRZ No. 2) in 2013 for the purpose of financing important transportation projects within this zone. A map of TRZ No. 2 is attached.

The City must enter into an agreement with the CRRMA for the development of the Nuevo Huevo Tanks Extension project within TRZ No. 2. The City and the CRRMA will cooperate in the development of the project to maximize efficiency, access various funding sources and expedite construction. The City will be responsible for the planning, design, and initial approval of the project, and the CRRMA will be responsible for development, procurement, and construction of the project.

Please see the attached agreement for details.



FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: N/A

Quotes (Name/Commodity/Price): N/A

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

ALTERNATIVE

Not Approve – City Council **will not** authorize an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the development of a transportation project within TRZ No. 2.

STAFF RECOMMENDATION

Approve – City Council **WILL** authorize an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the development of a transportation project within TRZ No. 2.

REQUIRED AUTHORIZATION

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

[illegible]

STATE OF TEXAS §

COUNTY OF EL PASO §

**AGREEMENT WITH RESPECT TO SOCORRO
TRANSPORTATION REINVESTMENT ZONE NUMBER TWO**

THIS AGREEMENT is made by and between the City of Socorro, Texas, a municipal corporation organized under the laws of the State of Texas (the “City”), and the Camino Real Regional Mobility Authority, a regional mobility authority organized and existing under Chapter 370 of the Texas Transportation Code, as amended (the “Authority”). The City and the Authority are sometimes individually referred to herein as a “Party” and, collectively, as the “Parties”.

W I T N E S S E T H:

WHEREAS, the City is a home rule city and a political subdivision of the State of Texas (the “State”);

WHEREAS, the Authority is a body politic and corporate and a political subdivision of the State, created and operating pursuant to Chapter 370 of the Texas Transportation Code, as amended (the “Enabling Act”);

WHEREAS, pursuant to Chapter 370.302 of the Enabling Act, the Authority may enter into an agreement with another political subdivision (such as the City), to permit the political subdivision, independently or jointly with the Authority, to study the feasibility of a transportation project or to acquire, design, finance, construct, maintain, repair, operate, extend, or expand a transportation project;

WHEREAS, pursuant to Section 370.303 of the Enabling Act, the City is authorized to enter into and make payments under agreements with regional mobility authorities (such as the Authority) in connection with the financing, acquisition, construction, or operation of a transportation project by an authority, including agreements to pay the principal of, and interest on, bonds, notes, or other obligations issued by a regional mobility authority;

WHEREAS, the City has established Transportation Reinvestment Zone Number Two, City of Socorro, Texas (the “Zone”) to promote transportation projects described by Sections 222.106 and 222.108 of the Texas Transportation Code, as amended (collectively, the “TRZ Act”), that cultivate development and redevelopment of the Zone;

WHEREAS, the City will pay into the Tax Increment Fund (as defined herein) an amount equal to the Tax Increment produced by the City, in accordance with the provisions of the TRZ Act; and

WHEREAS, the City and the Authority have determined that it would be desirable and further the public purposes of the TRZ Act and the Enabling Act for the Authority to develop a

transportation project within the Zone for the City and obtain debt financing for all or a portion of such project;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties to this Agreement hereby agree as follows:

I.

DEFINITIONS

“Agreement” shall mean this Agreement between the City and the Authority which is deemed by the parties to be a contract to develop, redevelop, or improve a transportation project in the Zone, including the pledge and assignment of all or a specified amount of money in the Tax Increment Fund to the Authority in accordance with the terms hereof.

“Appropriate” or “Appropriated” shall mean the adoption by the City Council of a budget or amendments to the budget for a Fiscal Year which includes the TRZ Contract Payments and any other payments required to be made by the City under this Agreement during the respective Fiscal Year.

“Authority” shall mean the Camino Real Regional Mobility Authority.

“Available Funds” shall mean money Appropriated by the City from any lawfully available funds of the City, including money in the City’s general fund that may lawfully be used with respect to any payment obligated or permitted under this Agreement.

“Captured Appraised Value” shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1 of any year less the Tax Increment Base of the Zone.

“City” shall mean the City of Socorro, Texas.

“City Council” shall mean the governing board of the City.

“Debt Governance Document” shall mean collectively one or more trust indentures, bond resolutions, loan agreements, resolutions and other applicable documents which authorize the issuance, and control the terms, of one or more Debt Obligations.

“Debt Obligations” shall mean one or more series of bonds, loans, notes or other debt obligations that the Authority may incur from time to time pursuant to this Agreement for the financing of all or part of the Project, including a loan with the State Infrastructure Bank.

“Debt Obligation Payment Date” shall mean the first payment date on any outstanding Debt Obligation in which there is not adequate capitalized interest set aside to make all payments due on such date and any payment date thereafter for so long as the Debt Obligations are outstanding.

“Enabling Act” shall mean Chapter 370 of the Texas Transportation Code, as amended.

“Event of Non-appropriation” shall mean the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the TRZ Contract Payments, or the reduction of any previously Appropriated money to an amount insufficient to permit the City to pay the TRZ Contract Payments from Available Funds.

“Final Acceptance” shall mean the achievement of Substantial Completion, the achievement and delivery of any Punchlist items to the reasonable satisfaction of the City after consultation with the Authority, and the occurrence of all other events and satisfaction of all the other conditions as set forth in the applicable design-build or construction contract for the Project.

“Fiscal Year” shall mean the 12 month fiscal period of the City currently commencing on October 1, and ending on September 30 of the following year, or such other annual accounting period as the City may hereafter adopt.

“Governmental Accounting Standards Board” shall mean the recognized official source of generally accepted accounting principles (GAAP) for state and local governments.

“Notice of Substantial Completion” shall have the meaning set forth in Section II. A. 8 hereof.

“Paying Agent” shall mean the financial institution, if any, designated as paying agent or trustee in the Debt Governance Document or other agreement relating to the administration or payment of the applicable Debt Obligations.

“Payment Fund” shall mean one or more funds established by the Authority in the Debt Governance Document into which payments made pursuant to this Agreement are to be deposited.

“Project” shall mean the design, development, construction, improvement, extension or expansion of one or more transportation projects located in the Zone and identified on attached Exhibit A and such additional transportation projects or aesthetic improvements within the Zone as determined by the City from time to time. Exhibit A shall be updated by the parties to add any such additional projects or improvements.

“Project Budget” shall have the meaning set forth in Section II. A.3 hereof.

“Project Costs” shall have the meaning set forth in Section II. A.3 hereof.

“Punchlist” shall have the meaning set forth in Section II. A. 8 hereof.

“Revenue Fund” shall mean one or more funds established by the Authority into which the Tax Increment is deposited upon receipt from the City.

“State” shall mean the State of Texas.

“Substantial Completion” or “Substantially Complete” shall mean that the Project is sufficiently complete in accordance with its plans and specifications and applicable construction documents such that it can be safely opened to the public for its intended purpose, subject to the final completion of certain “punchlist” items which can be completed without materially adversely affecting the intended purpose of the Project.

“Tax Increment” shall mean 100% of the amount of property taxes levied and collected each year by the City on the Captured Appraised Value.

“Tax Increment Base” shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1 of the year in which the Zone was designated as a transportation reinvestment zone.

“Tax Increment Fund” shall mean the Tax Increment Fund created by the City for the Zone pursuant to the TRZ Ordinance including any subaccount therein into which all Tax Increment shall be deposited by the City.

“TRZ Act” shall mean collectively Sections 222.106 and 222.108 of the Texas Transportation Code, as amended.

“TRZ Contract Payment” shall mean, while any Debt Obligations are outstanding, an amount of money which, when added to the amount then on deposit in the Payment Fund, will equal the amount of (i) interest to become due on all the outstanding Debt Obligations on the next Debt Obligation Payment Date, (ii) the principal portion of the Debt Obligations then due, and (iii) the reasonable fees and expenses of the Paying Agent, if any.

“TRZ Ordinance” shall mean Ordinance No. 324 adopted by the City Council on December 12, 2013 establishing the Zone and the Tax Increment Fund, as such TRZ Ordinance may be amended from time to time.

“Zone” shall mean Transportation Reinvestment Zone Number Two, City of Socorro, Texas which the City has created pursuant to the TRZ Ordinance.

II.

PROJECT DEVELOPMENT

A. Project Development.

1. The City and the Authority agree to cooperate in the development of the Project to maximize efficiency, access various funding sources and expedite construction. Subject to the terms hereof, the City shall generally be responsible for the planning, design and initial approval of the Project and the Authority shall be responsible for development, procurement and construction of the Project.

2. At the City's expense, the Authority shall be responsible for right-of-way acquisition for the Project. The Authority shall have no obligation to begin construction of the Project unless and until the complete right-of way for the Project has been acquired.

3. As part of its responsibilities, the Authority will develop a budget for the Project (the "Project Budget"). The Project Budget will include reasonable, good faith estimates of the various Project costs to be paid by the Authority to outside consultants, vendors, and the selected developer under a contract for the Project (collectively, "Project Costs"), including the following, to the extent applicable:

- (a) pre-development engineering to the extent not otherwise paid directly by the City as part of the design process;
- (b) preliminary engineering to the extent not otherwise paid directly by the City as part of the design process;
- (c) capital costs (including design and construction);
- (d) engineering oversight (including design reviews, construction management, materials testing, inspection, etc.);
- (e) legal, administrative, and other fees and expenses related to this Agreement, the Project, the financing thereof, procurement costs, any Debt Obligations and Project development and oversight;
- (f) environmental approvals;
- (g) utility relocations;
- (h) Authority fees for oversight and management of the Project;
- (i) contingencies, including reasonable amounts to accommodate change orders that may occur during the course of Project construction and possible contractor claims at the end of the Project; and
- (j) all other costs reasonably projected as necessary to complete the Project.

4. The Authority and the City, each through a designated representative, shall agree on the Project Budget. The Project Budget may be amended by written agreement between the designated representatives of the Parties. For purposes of this Article and unless otherwise designated in writing by the respective Party, the Authority's designated representative is its Executive Director and the City's designated representative is its City Manager.

5. In the event the costs of the Project exceed, or due to developments during development of the Project are expected to exceed, the Project Budget, the Parties, through their respective designated representatives, will work together to identify additional funding necessary for the Project. In the event additional funds cannot be identified to address increased Project

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



ITEM 14

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

January 3, 2022

TO: City Clerk: Olivia Navarro

FROM: Victor Reta; Recreation, Special Events Director, PIO, & HPO

SUBJECT: *Discussion & Action Re: El Paso Marathon Race Route*

SUMMARY: The El Paso Marathon has selected the Historical Mission Trail as the 2022 Marathon Race Route. This event includes a trade show display on Saturday February 12th where participants will pick up their registration packet, and then the actual race day traveling through the City will be Sunday February 13th. The race is expected to be travelling through Socorro between 7 AM – 9:30 AM on Sunday. Socorro Police has been contracted by the organizer to provide traffic control, and they stated they contacted faith based organizations to alert of the road closure on the date. Staff are also requesting to post electronic signage, social media notices, and mailers from Planning & Zoning 7 days prior to the event to alert the public of the upcoming closure.

STATEMENT OF THE ISSUE: As per City Ordinance the event organizer need to take out the event permit for any event with an anticipation of or over 500 people.

FINANCIAL IMPACT: : \$0

ALTERNATIVE: Denial

STAFF RECOMMENDATION: Approval

REQUIRED AUTHORIZATION:

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

2022 MISSIONS MARATHON TURN BY TURN DIRECTIONS

PG. 1

START AT SAN ELIZARIO HIGH SCHOOL

TURN

1 SOCORRO RD. TO HERRING RD.	TURN LEFT
2 HERRING RD. TO RIVERSIDE DR.	TURN RIGHT
3 RIVERSIDE DR. TO CHICKEN RANCH RD.	TURN RIGHT
4 CHICKEN RANCE TO ALARCON RD.	TURN LEFT
5 ALARCON RD. TO GLORIETTA RD.	TURN LEFT
6 GLORIETTA RD. TO WALCOTT / DINDINGER	TURN RIGHT
7 DINDINGER TO SOCORRO RD.	TURN LEFT
8 SOCORRO RD. TO S. NEVAREZ RD.	VEER RIGHT
9 NEVAREZ RD. TO WINN RD.	TURN LEFT
10 WINN RD. TO APODACA / WINN RD.	TURN RIGHT
11 WINN RD. & LOYA	VEER LEFT STAYING ON WINN
12 WINN RD. TO PAN AMERICAN DR.	TURN RIGHT
13 PAN AMERICAN DR. TO CARL LONGUEMARE DR.	TURN LEFT
14 CARL LONGUEMARE DR. TO NAKITU	TURN RIGHT
15 NAKITU TO SOCORRO RD.	TURN LEFT
16 SOCORRO RD. TO S. OLD PUEBLO DR.	TURN RIGHT
17 S. OLD PUEBLO DR. THROUGH MISSION ON TO MT. CARMEL AVE.	
18 MT. CARMEL AVE. TO S. HARRIS	TURN LEFT
19 S. HARRIS TO MT. CARMEL AVE.	TURN RIGHT
20 MT. CARMEL AVE. TO S. SCHUTZ DR.	TURN LEFT
21 S. SCHUTZ DR. TO PADILLA DR.	TURN RIGHT
22 PADILLA DR. TO MECCA DR.	TURN RIGHT
23 MECCA DR. TO INDEPENDENCE DR.	
24 INDEPENDENCE DR. TO ELVIN WAY	TURN RIGHT
25 ELVIN WAY TO LEE STARLING DR.	TURN RIGHT
26 LEE STARLING DR. TO INDEPENDENCE DR.	TURN RIGHT
27 INDEPENDENCE DR. S. YARBROUGH DR.	TURN RIGHT
28 S. YARBROUGH DR. TO KNIGHTS DR.	TURN LEFT
29 KNIGHTS DR. TO MIDWAY DR.	TURN LEFT
30 MIDWAY DR. TO MIMOSA AVE.	TURN RIGHT
31 MIMOSA AVE. TO ENTRANCE TO PLAYA DRAIN TRAIL	TURN RIGHT

2022 MISSIONS MARATHON TURN BY TURN DIRECTIONS

PG.2

32 PLAYA DRAIN TRAIL TO ASCARATE PARK ENTRANCE	TURN LEFT ONTO R.E. THOMASON LOOP
33 R.E. THOMASON LOOP TO JOE YARBROUGH DR.	TURN LEFT
34 JOE YARBROUGH DR. TO R.E. THOMASON LOOP	TURN LEFT
35 R.E. THOMASON LOOP TO MANNY MARTINEZ DR.	TURN RIGHT
36 MANNY MARTINEZ DR. TO DELTA DR.	TURN LEFT
37 DELTA DR. TO SHELTER PL.	TURN RIGHT
38 SHELTER PL. TO ENTRANCE OF COLISEUM	TURN LEFT

RUNNERS WILL FOLLOW ROUTE TO NORTH ENTRANCE OF COLISEUM AND FINISH IN COLISEUM

<https://www.mapmyrun.com/routes/view/4496656570>



Event Permit # _____

1. Applicant's Name: El Paso Marathon Foundation
2. Applicant's Address: P.O. Box 2443 / El Paso / TX / 79952
3. Date of Event: February 13, 2022
4. Address of Event: Starts at San Elizario High school and passes through Socorro
5. Phone Number: 915-274-5222
6. Legal Description Subdivision: _____
Tract: _____ Lot: _____ Block: _____
7. Zoning: _____

This permit is issued on the express condition that the event authorized shall be in compliance with the provision set forth in Ordinance #48, and all amendments to said ordinance.

This application becomes a permit upon receipt of the permit fee and signed approvals.

Mike Coulter
Applicant's Signature

12-28-2021
Date

\$ _____
Fee

Planning Department Approval

Date

Sec. 36-255. - Permit required; fees.

- (a) No person shall conduct an event within the city that is anticipated to generate attendance by 200 persons or more without obtaining an event permit as specified in this division. Application for an event permit shall be made to the city clerk, on a form provided by the clerk, accompanied by such supplementary information as may be required by the city and a permit fee in the amount provided in the city fee schedule. Applications must be filed not more than 90 or less than 30 days prior to the event. Event permits must be approved by the city council at a general or special meeting.
- (b) City council may waive permit fees (i) upon a finding that the event will not be conducted by the applicant for profit and such waiver serves a public or municipal purpose, or (ii) as otherwise permitted by law.

(Ord. No. 048, § 3, 7-5-1988; Amd. No. 1, § II, 10-21-1994; Ord. No. 395, § 2, 9-1-2016; Ord. No. 459, § 2, 5-2-2019)

Sec. 36-256. - Hours.

Outdoor events subject to this division shall terminate no later than 10:00 p.m. on Monday through Friday, 12:00 midnight on Saturday, and 11:00 p.m. on Sunday. Indoor events subject to this division shall terminate no later than 10:00 p.m. on Monday through Thursday, 1:00 a.m. on Friday and Saturday, and 12:00 midnight on Sunday.

(Ord. No. 048, § 3, 7-5-1988; Amd. No. 1, § II, 10-21-1994)

Sec. 36-257. - Operation and security requirements.

- (a) *Parking.* Event organizers shall provide adequate parking. Parking areas shall be secured by the holders of the event for use by the persons attending such event.
- (b) *Traffic flow.* Event organizers, patrons and attendees may not stop, park, or leave standing any vehicle, whether attended or unattended, upon the main-traveled part of a highway outside of a business or residence district unless it is not practicable to stop, park, or so leave such vehicle off such part of the highway; an unobstructed width of the highway opposite a standing vehicle is left for the free passage of other vehicles; and a clear view of such stopped vehicle is available from a distance of 200 feet in each direction upon such highway. This section shall not apply to the driver of any vehicle that is disabled while on the paved or main-traveled portion of a highway in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.
- (c) *Use of public rights-of-way.* Storage of vehicles, equipment, or other property of event organizers or their agents or contractees shall not be permitted on city streets or rights-of-way without

express permission from the city council.

- (d) *Security officers.* Event organizers shall provide one licensed peace officer for every 200 persons attending the event and, in addition, one licensed peace officer for each designated parking area. The licensed peace officers shall, in addition to any other prescribed duties, be responsible for the pedestrian and vehicular traffic at an event to ensure the proper flow of traffic to and from the event and compliance with this section.
- (e) *Trash and litter control.* Event organizers shall provide trash receptacles at all doorways leading into and out of the event areas and shall ensure that trash and litter are removed as necessary during and at the conclusion of the event.
- (f) *Waiver.* Compliance of any provision of this section may be waived by the city council, in its sole discretion, upon application for good cause shown.

(Ord. No. 048, § 2, 7-5-1988; Amd. No. 1, § II, 10-21-1994)

costs, work on the Project shall cease and the Authority shall have no further obligations for the Project under this Agreement.

6. The Authority shall not execute a design, design/build or other construction contract for the Project, or issue a notice to proceed for the Project, until all of the funding identified in the Project Budget has been identified, secured and irrevocably committed to or for the benefit of the Authority.

7. The City may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If the City notifies the Authority that it believes the Project is not being constructed as agreed upon, the Parties shall meet to discuss appropriate actions to ensure that any defects in the Project are remedied.

8. Upon Substantial Completion, the Authority shall deliver a notice of Substantial Completion (the "Notice of Substantial Completion") to the City. The City shall have thirty (30) days after delivery of the Notice of Substantial Completion to inspect the Project and provide to the Authority a list of items (the "Punchlist"), if any, to be completed prior to Final Acceptance. In the event the City does not provide the Punchlist within such time period, then the Authority shall prepare or cause to be prepared the Completion Certificate and the date of delivery of such certificate to the City shall be deemed to be Final Acceptance. Otherwise, within 15 days after receipt of the Punchlist, the Authority and the City shall agree to a schedule for completion of the items on the Punchlist. Upon completion of all items on the Punchlist, the Authority shall prepare or cause to be prepared the Completion Certificate and the date of delivery of such certificate to the City shall be deemed to be Final Acceptance.

B. Limitations on Project Development. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if (i) the funds available from the Debt Obligations and (ii) additional funding provided by the City are not sufficient to pay all costs associated with the Project.

III.

DEBT OBLIGATIONS

A. General Statement.

1. The Parties have agreed that the Authority has the authority to issue or incur Debt Obligations, from time to time and in one or more series, tranches or transactions, to develop all or a portion of the Project, which Debt Obligations are to be repaid solely from moneys to be paid by the City to the Authority from Tax Increment and other Available Funds pursuant to this Agreement.

2. The City represents that the Zone has been validly created and is currently in existence as of the date hereof.

B. Power to Incur Debt Obligations. Subject to the terms of this Agreement, the Authority shall have the power from time to time to issue and incur Debt Obligations to develop all or a portion of the Project upon such terms and conditions as the Authority shall determine to

be necessary or desirable to fund the Project. Subject to Section III.C below, the number, type and frequency of such Debt Obligations shall be in the sole discretion of the Authority.

C. Debt Obligations.

1. To fund the Project, the Authority may issue its Debt Obligations from time to time in an aggregate amount necessary to finance and pay costs of the Project (including amounts necessary to fund reserves and capitalized interest accounts and to pay costs of issuance) which will be repaid by the Authority, in whole or in part, from payments made by the City pursuant this Agreement. The deposit and disbursement of Debt Obligations proceeds shall be made in accordance with the terms of the applicable Debt Governance Documents. The City shall have no financial obligation to make any principal or interest payment, in whole or in part, on behalf of the Authority to fund the Authority's obligations except in accordance with the terms of this Agreement.

2. Debt Obligations issued by the Authority shall be secured, in whole or in part, by funds deposited from time to time in the Payment Fund. The Authority agrees to provide to the City, upon request, copies of any proposed Debt Governance Document in connection with any issuance of Debt Obligations.

D. Accounting.

1. Complete books and records shall be maintained by the City showing deposits to and disbursements from the Tax Increment Fund.

2. Complete books and records shall be maintained by the Authority showing deposits to and disbursements from the Revenue Fund.

3. Complete books and records shall be maintained by the Paying Agent (or in the absence of a Paying Agent, the Authority or its designee) showing deposits to and disbursements from the Payment Fund.

4. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the TRZ Act. Such books and records shall be available for examination by the duly authorized officers or agents of the City or the Authority during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The City and the Authority shall maintain such books and records during the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the TRZ Act. The Paying Agent (or in the absence of a Paying Agent, the Authority or its designee) shall maintain such books and records as long as any Debt Obligations remain outstanding and for four (4) years thereafter, all subject to the requirements of the TRZ Act.

E. Pledge and Assignment. The City hereby pledges and assigns the Tax Increment to the Authority in accordance with the terms of this Agreement. The City hereby authorizes and consents to the pledge of the Tax Increment by the Authority to secure any Debt Obligations issued hereunder. The Authority may pledge and assign all or a part of the Revenue Fund or the

Payment Fund and amounts therein to the owners and holders of Debt Obligations or to a trustee acting on their behalf.

G. Depository. Any moneys received from investing and reinvesting the moneys paid by the City to the Authority shall remain in the Revenue Fund until used by the Authority for the purposes permitted by this Agreement, including transfers to the Payment Fund; provided, however, that these funds shall be accounted for separately. Moneys in the Revenue Fund and Payment Fund may be invested and reinvested by the Authority only in investments which would be eligible for investment by the City pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code).

IV.

DUTIES AND RESPONSIBILITIES OF THE CITY

A. Tax Increment Fund. In the TRZ Ordinance, the City has established a separate fund (which may include subaccounts if necessary) in the City treasury into which the Tax Increment from the Zone is being deposited (the “Tax Increment Fund”). Immediately following execution of this Agreement by the Authority and the City, the City will transfer all funds then held in the Tax Increment Fund to the Authority for deposit to the Revenue Fund.

B. Revenue Fund. During the term of this Agreement, the City will transfer to the Revenue Fund, on a monthly basis, on the first business day of each month after the date hereof and every month thereafter as long as this Agreement shall remain in effect, all monies then held in the Tax Increment Fund. The City consents to the Authority’s use of all funds on deposit in the Revenue Fund (including the Tax Increment and any interest earnings thereon) (i) to pay Project Costs, (i) to make payments on any outstanding Debt Obligations, including transfers to the Payment Fund and (ii) as a pledge for any outstanding Debt Obligations. The City shall cooperate with the Authority in the efficient transfer of the Tax Increment to the Revenue Fund in accordance with this Agreement and shall comply with all reasonable requests of the Authority (or any Paying Agent, as applicable) related to the transfer of the Tax Increment and/or administration of the Tax Increment Fund.

C. Levy of Tax Increment. During the term of this Agreement and until all Debt Obligations, together with interest thereon, have been fully paid or provision for payment thereof shall have been made in accordance with their terms, the City covenants and agrees to annually assess, levy and collect its ad valorem taxes within the Zone and not to terminate or dissolve the Zone.

D. TRZ Contract Payments.

1. The Authority shall include a covenant in each Debt Governance Document that at least thirty (30) days prior to every Debt Obligation Payment Date the Paying Agent (or in the absence of a Paying Agent, the Authority) shall provide to the City written notice of the amount of the TRZ Contract Payment due on such Debt Obligation Payment Date.

2. Subject to Article XI, the City shall pay (or cause to be paid) to the Paying Agent (or in the absence of a Paying Agent, the holder/obligor of such Debt Obligation), at least

three (3) business days prior to each Debt Obligation Payment Date, the TRZ Contract Payments then due.

3. All TRZ Contract Payments shall be applied in accordance with the terms of any applicable Debt Governance Document pursuant to which the relevant Debt Obligations are issued.

4. To assist the City with its budgeting, the Paying Agent (or in the absence of a Paying Agent, the Authority) shall prepare a periodic report showing any balance maintained in the Payment Fund and the resulting schedule of anticipated TRZ Contract Payments, if any, after taking into account the projected Tax Increment and earnings on the Payment Fund; provided however, that the City shall be obligated to make the TRZ Contract Payments in accordance with the provisions of this Agreement regardless of the accuracy of such report. The information with respect to projected Tax Increment deposits shall be provided by the City. Such report shall be updated from time to time to take into account actual deposits to the Payment Fund and earnings thereon.

E. Current Expenses. The City's obligation to make the TRZ Contract Payments shall constitute a current expense of the City in the Fiscal Year during which such payments are due and shall not constitute an indebtedness of the City within the meaning of the laws of the State of Texas.

F. City's Obligation to be Absolute. Subject to the limitation set out in Article XI hereof, the obligations of the City hereunder shall be absolute and unconditional. The covenant to pay TRZ Contract Payments shall be an independent covenant. The City shall have no right to withhold, set-off or reduce the amount of TRZ Contract Payments or the obligation to make such TRZ Contract Payments or other payments when due hereunder regardless of any claim or dispute it may have regarding this Agreement or other agreements with the Authority. Subject to Article XI, there shall be no abatement of TRZ Contract Payments for any reason whatsoever.

Notwithstanding anything herein to the contrary, the obligation of the City to transfer the Tax Increment as set forth in this Agreement shall be absolute, unconditional and an independent covenant. During the term of this Agreement and thereafter until such time as all Debt Obligations issued and to be issued pursuant to this Agreement have been fully paid or provision for payment thereof shall have been made in accordance with their terms, the City will not suspend, offset, withhold, or discontinue any transfer of the Tax Increment required to be made by the City to the Authority pursuant to this Agreement regardless of any claim or dispute the City may have regarding this Agreement or other agreements with the Authority and will not terminate this Agreement except as specifically permitted by this Agreement.

G. No Abatement of Tax Increment. The City represents that there are no agreements with any owner of any real property located in the Zone to abate all or a portion of the ad valorem taxes associated with property within the Zone. As long as any Debt Obligations remain outstanding, the City shall not enter into any agreement with any owner of any real property located in the Zone to abate all or a portion of the ad valorem taxes, or to grant other relief from the taxes imposed by the City, on the owner's property within the Zone.

H. Collection and Payment of Tax Increment by the City. In consideration of the services to be provided by the Authority, which includes the development of transportation projects that will benefit the City and its residents, the City covenants and agrees that it will, as authorized under the TRZ Act and other applicable laws, continuously collect the Tax Increment during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City further covenants and agrees that it will make all payments as set forth herein by a direct deposit into the Revenue Fund, without counterclaim or offset.

I. Limitations to Rescind or Alter TRZ Ordinance. As long as there are any Debt Obligations outstanding, the City shall not rescind the TRZ Ordinance (i) except to the extent expressly permitted by the terms of the applicable Debt Governance Document, or (ii) only in the event that the City has otherwise provided for, or assumed, the Debt Obligations. In addition, the City shall not modify the TRZ Ordinance in any way that would adversely affect the Authority's pledge of the Tax Increment or the holders of any Debt Obligations, or adopt any other ordinance or take any other action to remove, reduce or rescind the Tax Increment until the later of: (1) the date on which all principal of, premium, if any, and interest on any Debt Obligations are paid in full and all Debt Obligations are no longer outstanding; or (2) termination of this Agreement in accordance with the provisions of Article IX hereof.

J. Ordinance Remains Valid. The City hereby affirms that the TRZ Ordinance remains valid and effective and no actions have been, or will be, taken to amend, repeal or modify the TRZ Ordinance or which would otherwise undermine or adversely affect the imposition and collection of the Tax Increment.

K. Maintenance of the Project. Unless otherwise agreed to in writing between the Parties, upon Final Acceptance, the City agrees to assume all operation and maintenance responsibilities for the Project upon completion, and final acceptance of the work. Pursuant to this Agreement and subject to any subsequent written agreement of the Parties, the Authority shall not have any obligation to maintain the Project. Any and all associated obligations and liabilities of the Project shall be the sole responsibility of the City.

V.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no director or officer of the Authority, nor any employee or agent of the Authority, and no employee of the City, nor any councilmember, officer or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement, or the operations of the Authority or the City under the terms of this Agreement.

VI.

INFORMATION & REPORTS

A. Reports to the City. The Authority shall, at such times and in such form as the City may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent

requested by the City, the Authority shall make an annual report to the City Council on the Project. Such annual report shall include information on the current status of the Project, the current financial status of the Revenue Fund and Payment Fund(s) and the state of the Authority as a public entity in general.

B. Continuing Disclosure Information. The City covenants and agrees that it shall provide the Authority with such information as may be necessary for the Authority to satisfy its continuing disclosure obligations and any other reporting obligations as set forth in the applicable Debt Governance Documents. The Authority is solely responsible for any and all reporting requirements necessitated by Federal or State funding of the Debt Obligations; provided however, the Authority may contract with a third party such as the Paying Agent or a dissemination agent to fulfill any such reporting requirements.

VII.

COORDINATION WITH CITY OFFICIALS

The Authority will coordinate its activities pursuant to this Agreement with the City Manager or the City Manager's designee.

VIII.

ADDRESS AND NOTICE

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or hand delivered, to the Authority at the following address or such other address as may be provided by the Authority:

Camino Real Regional Mobility Authority
801 Texas Avenue
El Paso, TX 79901
Attention: Executive Director

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or hand delivered, to the City at the following addresses or such other address as may be provided by the City:

City of Socorro
124 S. Horizon Boulevard
Socorro, TX 79927
Attention: City Manager

IX.

**TERM AND TERMINATION;
ZONE BOUNDARIES & DISSOLUTION**

A. Effective Date. This Agreement shall become effective, and its initial term shall begin, on the date of execution by both parties. For purposes of Section 222.106(k) of the TRZ Act, the City hereby deems, and this Agreement shall constitute, a contract described in Section 222.106 (i-1) of the TRZ Act.

B. Termination.

1. This Agreement shall terminate automatically at such time as all Debt Obligations issued pursuant to this Agreement have been fully paid.

2. Prior to the issuance of any Debt Obligations, a party may terminate its performance under this Agreement without cause only upon agreement in writing signed by both parties. Subsequent to the issuance of any Debt Obligations, the consent of the Paying Agent, or in the absence of a Paying Agent, the holder/obligor of the applicable Debt Obligation, in accordance with the terms of any applicable Debt Governance Document, shall also be required for any such termination.

3. The Authority may, by written notice to the City, terminate its performance under this Agreement upon default by the City or an Event of Non-appropriation, and the City may, by written notice to the Authority, terminate the authority of the Authority to issue additional Debt Obligations under this Agreement upon default by the Authority or an Event of Non-appropriation. Default by a party shall occur if the party fails to perform or observe, in any material respect, any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to take the action described above as of the sixtieth (60th) day following the receipt by the defaulting party of a notice describing such default and intended action if such default is then continuing; provided, however, that such action may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default following such sixtieth (60th) day.

4. Notwithstanding anything in this Article to the contrary but subject to Article XI, no termination of this Agreement will affect the obligations of the City to make the TRZ Contract Payments in accordance with the terms of this Agreement (subject to Article XI) and to transfer the Tax Increment to the Authority as long as any Debt Obligations remain outstanding.

C. Zone Boundaries. As long as the City's obligation hereunder to make the TRZ Contract Payments has not been amended or altered and the City continues to appropriate funds for such payments, then, to the extent permitted by applicable law and the Debt Governance Documents, the City may amend, supplement, reconstitute or alter the Zone to (i) add property to the Zone, (ii) change boundaries of the Zone as long as such change of boundaries does not result in a diminution in aggregate assessed property value of the Zone and the Project remains within the Zone boundaries, (iii) make such changes which are necessary to assure that the Tax

Increment may be legally collected and transferred, and (iv) make such other changes to the Zone to ensure that the Zone is in compliance with applicable law. The City shall provide at least 30 days prior written notice to the Authority and the Paying Agent (or in the absence of a Paying Agent, the holders/obligees of all outstanding Debt Obligations) of any contemplated changes in the Zone.

D. Dissolution of Zone. Prior to the issuance of any Debt Obligations, the City shall not dissolve or terminate the Zone unless it makes arrangements, which the Authority has approved in writing, to provide for the payment in full of the Debt Obligations which the Authority is authorized to issue pursuant to the terms hereof. Subsequent to the issuance of any Debt Obligations, the City shall not dissolve or terminate the Zone unless it makes arrangements, which the Authority and the Paying Agent (or in the absence of a Paying Agent, the holder/obligee of a majority of the outstanding Debt Obligations) have approved in writing, to provide for the payment in full of any outstanding Debt Obligations in accordance with the terms of any applicable Debt Governance Document. If an amendment to State law repeals the Authorizing Law and requires termination of the Zone, the City shall be authorized to terminate the Zone; provided, however, that the termination of the Zone shall not relieve the City of its obligations to make arrangements, which the Authority and the Paying Agent (or in the absence of a Paying Agent, the holder/obligee of a majority of the outstanding Debt Obligations) have approved in accordance to the terms of any applicable Debt Governance Document, to provide for the payment in full of any outstanding Debt Obligations.

E. Remedies. Upon default by a Party under the terms hereof, the non-defaulting Party may proceed against the other Party for the purpose of protecting and enforcing its rights hereunder, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the non-defaulting Party hereunder or any combination of such remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

X.

AMENDMENT OR MODIFICATIONS

A. Amendment Before Debt Obligations. Prior to the issuance of any Debt Obligations, this Agreement may only be amended, supplemented or modified by an instrument signed in writing by both of the Parties.

B. Amendment After Debt Obligations. Following the issuance of any Debt Obligations, this Agreement may only be amended, supplemented or modified by an instrument signed in writing by both of the Parties; provided, however, that prior to the effectiveness of any such amendment, the Authority obtains the opinion of bond counsel set forth in subsection C below.

C. Bond Counsel Opinion. Notwithstanding anything herein to the contrary and subsequent to the issuance of any Debt Obligation, no amendment shall become effective until the Parties and the Paying Agent (or in the absence of a Paying Agent, the holder/obligee of a majority of the outstanding Debt Obligations) shall have received an opinion of nationally-recognized bond counsel (selected by the Authority) to the effect that such amendment is permitted under the terms of the applicable Debt Governance Documents and, in and of itself, will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Debt Obligations issued as tax exempt obligations.

D. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

XI.

APPROPRIATION

A. Subject to Appropriation. Notwithstanding anything herein to the contrary, the City's obligation to make TRZ Contract Payments is subject to the sufficiency of Available Funds and the Authority acknowledges that the City has no legal obligation to appropriate funds to make TRZ Contract Payments.

B. Notice. The City shall provide the Authority and the Paying Agent (or in the absence of a Paying Agent, the holder/obligor of the applicable Debt Obligation) with written notice within 72 hours of (i) the presentation of any proposed budget to the City Council which does not include sufficient funds to pay the TRZ Contract Payments or any other amounts due hereunder; or (ii) the occurrence of action by the City Council which constitutes an Event of Non-appropriation or a failure to appropriate funds sufficient to pay TRZ Contract Payments due during the current or succeeding Fiscal Year.

C. Termination Upon Event of Non-appropriation. Upon an Event of Non-appropriation, the City may terminate its obligation to make the TRZ Contract Payments by giving notice to the Authority and, if Debt Obligations have been issued, to the Paying Agent (or in the absence of a Paying Agent, the holder/obligor of the applicable Debt Obligation) and such termination will not be a default by the City under this Agreement. Notwithstanding anything herein to the contrary, no termination of this Agreement or any obligation to make TRZ Contract Payments because of an Event of Non-appropriation will affect the obligations of the City to transfer the Tax Increment to the Authority in accordance with the terms of this Agreement as long as any Debt Obligations remain outstanding.

XII.

MISCELLANEOUS

A. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

B. No Personal Liability Of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Authority, and no officer, employee, agent or elected official of the City shall be personally responsible for any liability arising under the terms of this Agreement, or the operations of the Authority or the City under the terms of this Agreement.

C. Merger. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties or agreements between the parties hereto.

D. Severability. The provisions of this Agreement are severable and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons shall not be affected thereby.

E. Governing Law. THIS AGREEMENT AND THE ACTIONS OF THE PARTIES SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS NOTWITHSTANDING ANY CHOICE-OF-LAW OR CONFLICT-OF-LAW PRINCIPLE THAT MIGHT DICTATE A DIFFERENT GOVERNING LAW.

F. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

G. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party, except that the Authority may assign its rights hereunder to a Paying Agent under a Debt Governance Document to secure Debt Obligations.

H. Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any article, section, or part of this Agreement.

I. Survival. As long as any Debt Obligations remain outstanding, the following terms and provisions of this Agreement shall survive any expiration or termination of this Agreement: Sections IV.A through IV.H, IX.B.4, IX. C through IX.E, and X.I.

J. Interpretations. All terms defined and all pronouns used in this Agreement shall be deemed to apply equally to singular and plural and to all gender. The titles and headings of articles and sections of this Agreement have been inserted for convenience and shall not in any way modify or restrict any of the terms and provisions. This Agreement and all the terms and provisions shall be liberally construed to effectuate the purposes set forth in this Agreement. The recitals to this Agreement are hereby deemed to be statements of fact or representations made jointly by the Parties and are hereby incorporated by reference; provided however, that the terms and phrases used in the recitals to this Agreement have been included for convenience of reference only and the meaning, construction and interpretation of such words and phrases for purposes of this Agreement shall be determined solely by reference to Article I hereof.

[Remainder of Page Intentionally Left Blank]

EXECUTED this ____ day of _____, 202__.

CITY OF SOCORRO

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

City Manager

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Chair

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Executive Director

EXHIBIT A

City of Socorro TRZ No. 2 Transportation Project

Project No.	CSJ	Project Name	Project Description
		Such additional transportation projects or aesthetic improvements within the Zone as determined by the City from time to time	



CITY OF SOCORRO
CITY COUNCIL MEETING
Meeting Date: January 6, 2022

VARIANCE REQUEST
STAFF REPORT

SUBJECT:

A RESOLUTION APPROVING A VARIANCE REQUEST FOR FRONT SETBACK REDUCTION.

NAME:

FRONTERA RADIATORS

PROPERTY ADDRESS:

1119 Horizon Boulevard

**PROPERTY LEGAL
DESCRIPTION:**

Leigh Clark Surv 293 Abst 6257 Tr 1-F

PROPERTY OWNER:

Frontera Radiators & Parts, Inc.

REPRESENTATIVE:

Fernando Magdaleno, GHF Handyman Service

PROPERTY AREA:

1.7491 Acres

CURRENT ZONING:

M-1 (Light Industrial)

CURRENT LAND USE:

Radiator Business

FUTURE LAND USE MAP:

Industrial / Manufacturing / Warehouse

PROPOSED LAND USE:

N/A

FLOOD MAP:

According to the Flood Insurance Rate MAPs, the referenced property lies within Zone X; (Community Panel # 480212 0203-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST:

Variance request to allow for a 50' Front Setback to construct a new building. Code requires a 60' Front Setback when facing a major arterial.

STAFF RECOMMENDATION:

Staff recommends APPROVAL.

PNZ RECOMMENDATION:

PENDING (PNZ WILL HEAR CASE ON JANUARY 4, 2022)

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

Deny

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large / Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

RESOLUTION ____

A RESOLUTION APPROVING A VARIANCE REQUEST FOR FRONT SETBACK REDUCTION FOR THE PROPERTY AT LEIGH CLARK SURVEY, 293 ABST 6257, TRACT 1-F AT 1119 HORIZON BOULEVARD, SOCORRO, TEXAS.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO:

That the property Leigh Clark Survey 293 Abst 6257, Tract 1-F at 1119 Horizon Boulevard, Socorro, Texas has been granted approval of a Variance Request for Front Setback Reduction as per the Zoning Ordinance.

READ, APPROVED AND ADOPTED this ____ day of ____ 2022.

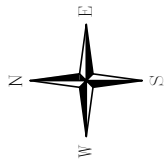
CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

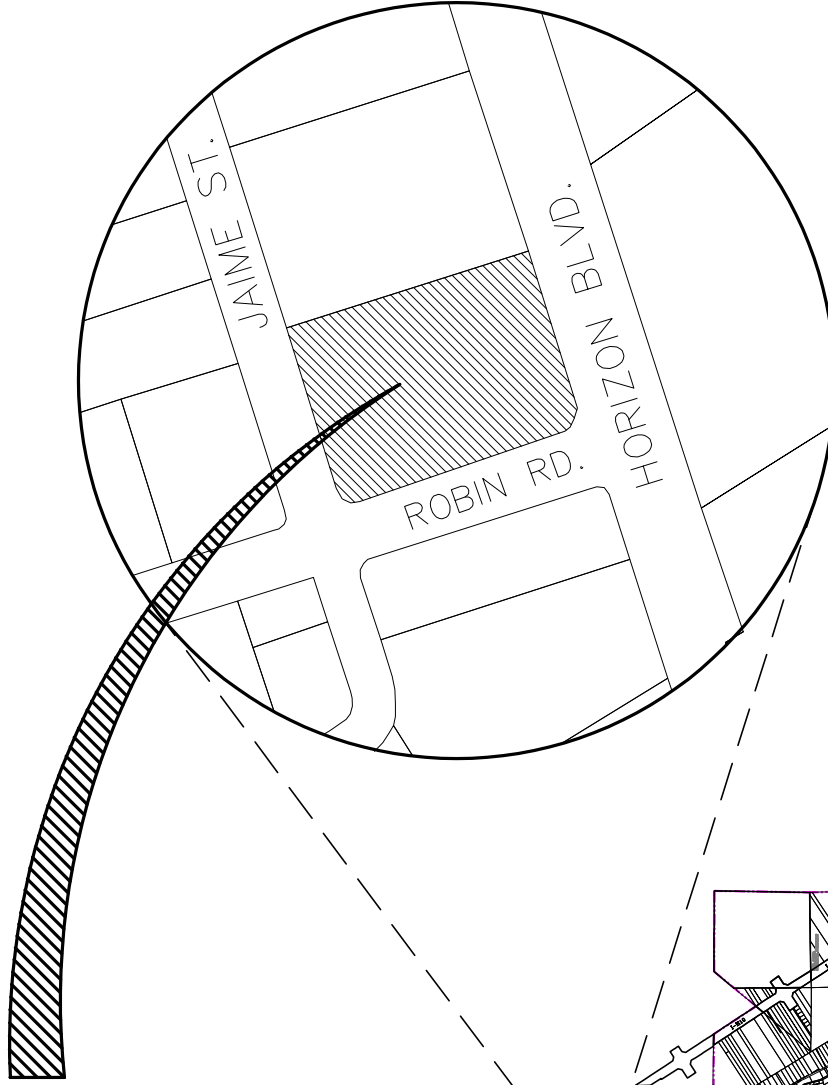
Olivia Navarro, City Clerk

LOCATION MAP

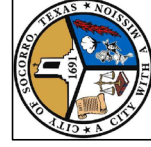


PROJECT SITE;

11119 Horizon Blvd.
Leigh Clark Surv 293
ABST 6257, Tr. 1-F



CITY OF SOCORRO



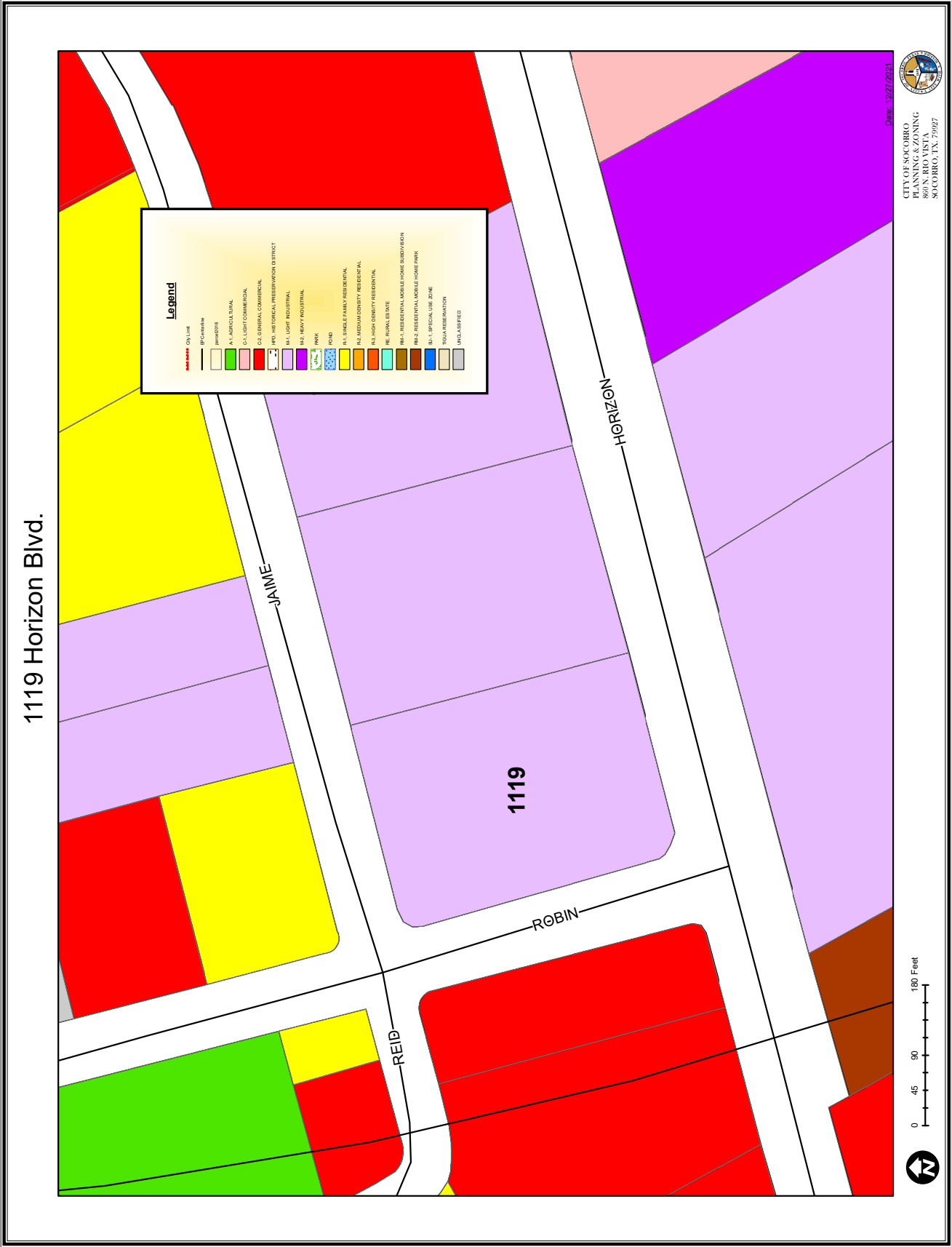
LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

860 N. Rio Vista Socorro, Texas 79027 Tel: (505) 872-4331 Fax: (505) 872-8673

ZONING MAP



SITE PICTURES



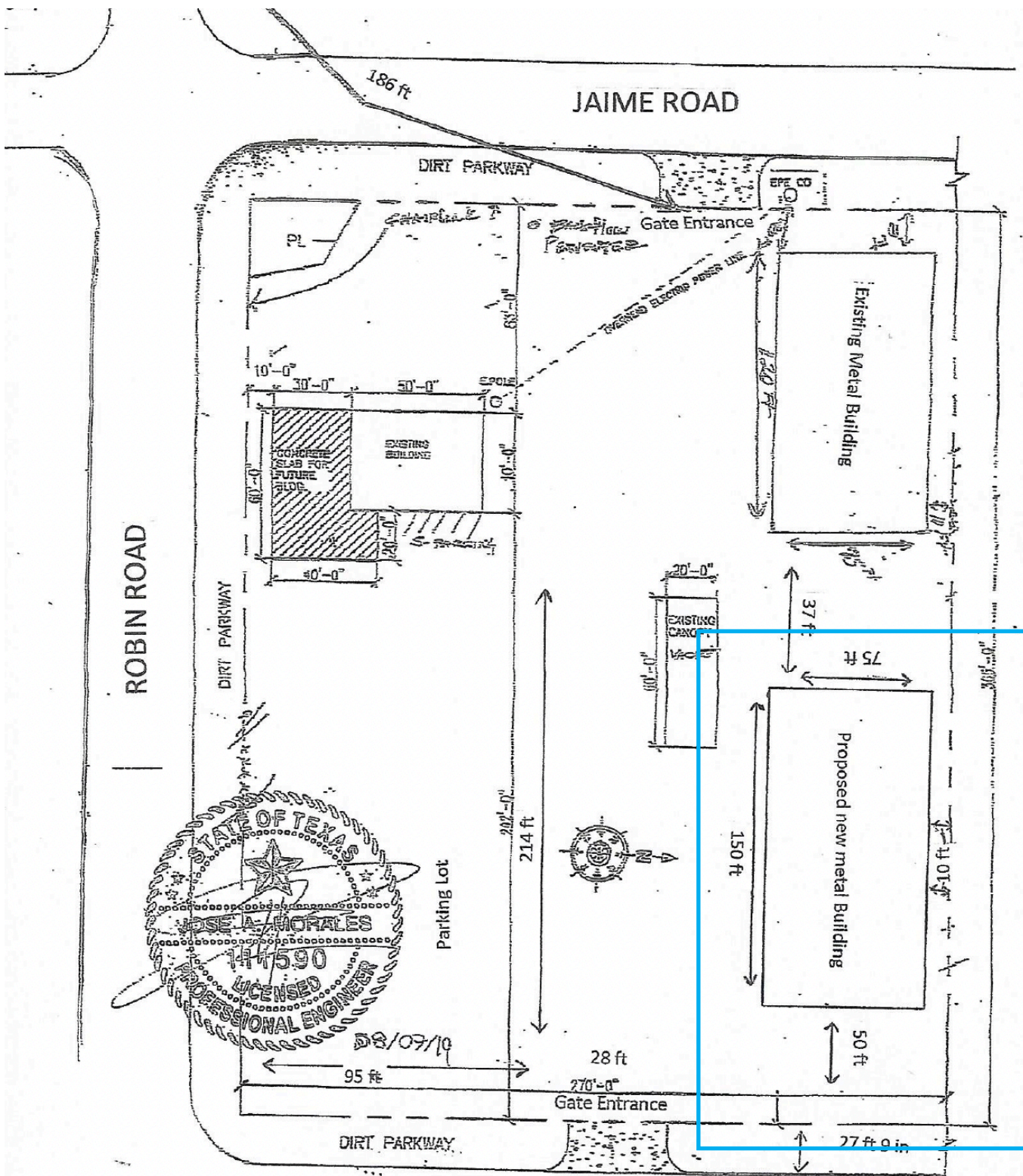
AERIAL PHOTO



AERIAL PHOTO



PLAN



1119 HORIZON BLVD

PLOT PLAN

SCALE-1"=40'-0"

LEGAL DESCRIPTION
LEIGH CLARK SURV.
293 ABST 6257 TR 1-F

VARIANCE REQUEST

