

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

**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 TRADUCCIÓN 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 20TH, 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 20, 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.)

PRESENTATION

- 5. Memorial** for the passing of City Commissioner Jorge G. Dominguez. *Adriana Rodarte*

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

- 6. Excuse** absent council members.

Olivia Navarro

- 7. Approval** of Regular Council Minutes of December 20, 2021 and Regular Council Minutes of January 6, 2022.

Olivia Navarro

8. ***Introduction, First Reading and Calling for a Public Hearing*** of an Ordinance approving the rezoning of 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 From R-1 (Single Family Residential) To R-2 (Medium Density Residential); and a variance of the front yard setback to allow for a 10' setback; and a variance of the rear yard setback to allow for a 15' setback; with conditions to limit the density to single-family homes and provide 20' driveways.
Carlos Gallinar

REGULAR AGENDA
ORDINANCES/PUBLIC HEARINGS

9. ***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
10. ***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
11. ***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
12. ***Second Reading and Adoption*** 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
13. ***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
14. ***Second Reading and Adoption*** 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

POLICE DEPARTMENT

15. **Discussion and action** regarding updated quotes for previously approved Body Worn Cameras and In-Car Video Cameras (with wireless transfer capability added).

Chief David Burton

PLANNING AND ZONING DEPARTMENT

16. **Discussion and action** to approve Resolution 664 for final plat for Socorro Logistics Center Unit 1 being all of Tracts 7 and 13, and a portion of Tracts 8, 9, 10, 11 and 12A, Block 5, Socorro Grant, Socorro, Texas.

Carlos Gallinar

17. **Discussion and action** to approve Resolution 665 approving a preliminary plat and variance request being a portion of Tracts 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, AND 6C, Block 5 Socorro Grant, Socorro, Texas.

Carlos Gallinar

CITY MANAGER

18. **Discussion and action** to approve Mueller, Inc for the purchase of Mechanic Shop Hut in the amount of 49,995.00.

Adriana Rodarte

19. **Discussion and action** to proceed with Phase II of Sidewalks.

Adriana Rodarte

20. **Discussion, action, and update** on Dannenbaum Engineering Corporation (DEC) invoicing.

Adriana Rodarte

MAYOR AND COUNCIL

21. **Discussion and action** to approve the inaugural City of Socorro Softball League. Approval would allow the use of Cougar Park and other city parks as needed. An agreeable amount of money is needed to jump start the league for maintenance, upgrades, advertising and other costs.

Alejandro Garcia

22. **Discussion and action** to approve the start of a youth athletic league in the City of Socorro.

Alejandro Garcia

23. **Discussion and action** to approve an increase of 3% Cost of Living (COLA) for all staff.

Alejandro Garcia

24. **Discussion and action** to direct staff to investigate increasing lighting in Socorro neighborhoods.

Alejandro Garcia

25. **Discussion and action** regarding reappointment of current and/or appointment of new members who serve on city boards.

Rudy Cruz, Jr.

26. **Discussion and action** regarding extension of Historical District on Nevarez Rd. behind the Socorro Mission.

Rudy Cruz, Jr.

- 27. Discussion and action** to approve Resolution 666 to support Socorro Village 34, LLC has proposed a development for affordable housing located at 148 Buford Rd., named the Socorro Village Apartments in the City of Socorro. **Rudy Cruz, Jr.**

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:

- 28. 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**

- 29. 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**


- 30. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. **Adriana Rodarte**

- 31. Discussion and action** regarding Police Chief Contract [551.071]. **Adriana Rodarte**

- 32. Discussion and action** regarding Police Department reimbursement [551.071]. **Adriana Rodarte**


- 33. Adjourn**

DATED THIS 14th 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 14th OF JANUARY, 2022

By: 
Olivia Navarro, City Clerk

Agenda posted: 1-14-2022 @ 1:45 pm
Removed: _____ Time: _____ by: _____

ITEM 5

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 14, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Memorial for the passing of City Commissioner Jorge G. Dominguez

SUMMARY

It is with great sadness that I share the passing of our beloved commissioner Mr. Jorge G. Dominguez.

STATEMENT OF THE ISSUE

Mr. Dominguez served proudly as a Commissioner on the Board of Adjustments since May of 2020. Mr. Dominguez was also a volunteer with SISD at Escontrias. He strived to make his community a better place. As a memorial and tradition, City of Socorro would like to extend our condolences, thoughts, and affirmations with all the Dominguez family in this difficult time. We would like to ask the official presiding over the meeting for a moment of silence, and the moderator to show his portrait virtually.

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

N/A

STAFF RECOMMENDATION

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

**REGULAR COUNCIL MEETING MINUTES
DECEMBER 20, 2021 @ 6:00 P.M.**

MEMBERS PRESENT:

Mayor Ivy Avalos
Ruben Reyes
Cesar Nevarez
Rudy Cruz
Yvonne Colon-Villalobos

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Jim Martinez, City Attorney (*joined virtually*)

Estevan Gonzales, IT Director
Diana Rodriguez, Recreation Leader
Chief David Burton
Officer Sofia Rivera
Charles Casiano, Finance Director
Louie Chavez, Parks and Public Works Director
Alejandra Valadez, City Development Director

1. CALL TO ORDER

The meeting was called to order at: 6:01 pm.

2. Pledge of Allegiance and a Moment of Silence

Pledge of Allegiance led by Adriana Rodarte.

3. Establishment of Quorum

Quorum was established with all council members present.

PUBLIC COMMENT

4. PUBLIC COMENT

No speakers for Public Comment

PRESENTATION

5. *PRESENTATION BY CITY MANAGER, REGARDING NOVEMBER 2021 MONTHLY REPORT.* *ADRIANA RODARTE*

Presentation made by Adriana Rodarte

CONSENT AGENDA

- 6. *EXCUSE ABSENT COUNCIL MEMBERS.*** *OLIVIA NAVARRO*
- 7. *APPROVAL OF SPECIAL COUNCIL MINUTES OF OCTOBER 28, 2021, REGULAR COUNCIL MINUTES OF NOVEMBER 4, 2021, SPECIAL COUNCIL MINUTES OF NOVEMBER 9, 2021, REGULAR MINUTES OF NOVEMBER 18, 2021 AND SPECIAL COUNCIL MEETING OF DECEMBER 9, 2021.*** *OLIVIA NAVARRO*
- 8. *DISCUSSION AND ACTION ON APPROVING OCTOBER 2021 UNAUDITED FINANCIAL REPORT.*** *CHARLES CASIANO*
- 9. *DISCUSSION AND ACTION ON APPROVING OCTOBER 2021 ACCOUNTS PAYABLE REPORT.*** *CHARLES CASIANO*
- 10. *DISCUSSION AND ACTION ON APPROVING OCTOBER 2021 CASH RECEIPTS REPORT.*** *CHARLES CASIANO*
- 11. *INTRODUCTION AND FIRST READING AND CALLING FOR A PUBLIC HEARING 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, SOCORRO GRANT, SOCORRO, TEXAS FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).*** *CARLOS GALLINAR*
- 12. *INTRODUCTION, FIRST READING AND CALLING FOR A 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*

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *approve the Consent Agenda*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

REGULAR AGENDA

PUBLIC HEARING/ORDINANCE

- 13. PUBLIC HEARING OF AN ORDINANCE FOR THE PROPOSED APPROVAL OF A CONDITIONAL USE PERMIT (SEC. 46-414) TO ALLOW A TIRE SHOP IN A C-2 ZONING DISTRICT-HISTORICAL AND A VARIANCE FROM THE REQUIRED FRONT SETBACK AT 10109 SOCORRO RD, LOTS 6, 7 AND 8, BLOCK 3, ALGODON SUBDIVISION.**

CARLOS GALLINAR

Public Hearing opened at 6:08 pm

No Speakers

Public Hearing closed at 6:09 pm

- 14. SECOND READING AND ADOPTION OF AN ORDINANCE FOR THE PROPOSED APPROVAL OF A CONDITIONAL USE PERMIT (SEC. 46-414) TO ALLOW A TIRE SHOP IN A C-2 ZONING DISTRICT-HISTORICAL AND A VARIANCE FROM THE REQUIRED FRONT SETBACK AT 10109 SOCORRO RD, LOTS 6, 7 AND 8, BLOCK 3, ALGODON SUBDIVISION.**

CARLOS GALLINAR

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *approve item number fourteen (14)*. Motion passed.

Oscar Gaytan, owner of the property spoke on this item.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

GRANTS DEPARTMENT

- 15. DISCUSSION AND ACTION TO APPROVE RESOLUTION 659 AUTHORIZING THE CITY OF SOCORRO TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION'S FY 2022 BODY-WORN CAMERA PROGRAM. THERE IS A 25% MATCH REQUIREMENT.**

ALEJANDRA VALADEZ

A motion was made Yvonne Colon-Villalobos seconded by Cesar Nevarez to *approve item number fifteen (15)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

16. DISCUSSION AND ACTION AND UPDATE ON DANNENBAUM ENGINEERING CORPORATION (DEC) INVOICING ON TXDOT AND EPMPO PROJECTS. ALEJANDRA VALADEZ

A motion was made by Rudy Cruz, Jr. seconded by Cesar Nevarez to *approve for discussion*.

Nick Bokaie, PE Chief Operating Officer of Dannenbaum Engineering spoke on this item.

An amended motion was made by Rudy Cruz, Jr., seconded by Cesar Nevarez to *continue projects and do a performance evaluation to realign financially with TxDot*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

POLICE DEPARTMENT

17. DISCUSSION AND ACTION ON APPROVING THE PURCHASE OF 2 FULLY EQUIPPED PATROL VEHICLES AND 2 FULLY EQUIPPED K-9 VEHICLES FOR THE POLICE DEPARTMENT. CHIEF DAVID BURTON

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number seventeen (17)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

Ruben Reyes stepped out of the meeting at 7:09 pm

18. DISCUSSION AND ACTION TO APPROVE THE SOCORRO POLICE DEPARTMENT TO OBTAIN FORTY BODY WORN CAMERAS AND IN-CAR VIDEO RECORDERS. CHIEF DAVID BURTON

Ruben Reyes stepped back into the meeting at 7:11 pm

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number eighteen (18)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

PLANNING AND ZONING DEPARTMENT

19. DISCUSSION AND ACTION TO APPROVE ADDITIONAL FUNDING FOR THE BOVEE BRIDGE PROJECT, RIO VISTA PROJECT AND PASSMORE SHARED USE PATH PROJECT. CARLOS GALLINAR

A motion was made by Rudy Cruz, Jr. seconded by Alejandro Garcia to *approve item number nineteen (19)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

20. DISCUSSION AND ACTION TO APPROVE RESOLUTION 660 FOR THE SUBDIVISION REPLAT FOR ATHENA WEST REPLAT F, BEING AL OF LOT 2, BLOCK 1, ATHENA WEST SUBDIVISION REPLAT F, LOCATED ON NORTH LOOP ROAD, SOCORRO, TEXAS. CARLOS GALLINAR

A motion was made by Cesar Nevarez seconded by Ruben Reyes to *approve item number twenty (20)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

CITY MANAGER

21. DISCUSSION AND ACTION TO APPROVE AN ORDINANCE 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. ADRIANA RODARTE

A motion was made by Cesar Nevarez seconded by Ruben Reyes to *approve item number twenty-one (21)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

Ruben Reyes stepped out of the meeting at 7:45 pm

22. DISCUSSION AND ACTION TO ADOPT RESOLUTION 661 FOR THE APPOINTMENT OF WALTER MILLER TO SERVE AS OUR APPOINTEE TO THE EL PASO CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2021/2022 TERM. ADRIANA RODARTE

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number twenty-two (22)*. Motion passed.

Ayes: Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent: Ruben Reyes

Ruben Reyes returned to the meeting at 7:47 pm

23. DISCUSSION AND ACTION ON APPROVING ENGAGING WITH SBNG CERTIFIED PUBLIC ACCOUNTANTS FOR AUDITING FISCAL YEAR 2020 – 2021. ADRIANA RODARTE

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number twenty-three (23)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

24. DISCUSSION AND ACTION TO APPROVE NEWLY ELECTED OFFICIALS DISTRICT 1, CESAR NEVAREZ, DISTRICT 2, ALEJANDRO GARCIA AND DISTRICT 3, RUDY CRUZ JR. TO ATTEND THE NEWLY ELECTED OFFICIAL WORKSHOP IN SAN ANTONIO, TEXAS ON JANUARY 21, 2021. ADRIANA RODARTE

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number twenty-four (24)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

MAYOR AND COUNCIL

25. DISCUSSION AND ACTION TO APPROVE THE REPLACEMENT OF ALL THE 2009 TEXAS STATE CHAMPIONS SOCORRO HIGH SCHOOL BASEBALL SIGNS DUE TO AGE AND DAMAGE. ALEJANDRO GARCIA

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *approve item number twenty-five (25) and bring back to council with a cost and design.* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

26. DISCUSSION AND ACTION ON APPROVING SISD STUDENTS' PARTICIPATION AT EVERY COUNCIL MEETING TO RECITE THE PLEDGE OF ALLEGIANCE AND EXPERIENCE THE LOCAL GOVERNMENT FUNCTION. RUDY CRUZ, JR.

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number twenty-six (26).* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

27. DISCUSSION AND ACTION TO APPOINT DISTRICT 3 REPRESENTATIVE, RUDY CRUZ JR. TO REPRESENT THE CITY OF SOCORRO AS A MEMBER OF THE EL PASO METROPOLITAN PLANNING ORGANIZATION (MPO) SERVING ON THE TRANSPORTATION POLICY BOARD. RUDY CRUZ, JR.

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number twenty-seven (27).* Motion passed.

Ayes: Cesar Nevarez, Alejandro Garcia, and Rudy Cruz, Jr.

Nays: Ruben Reyes and Yvonne Colon-Villalobos.

Absent:

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *move into Executive Session at this time.*

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:10

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 8:32

28. *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*

29. *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

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

ADRIANA RODARTE

31. *DISCUSSION AND ACTION* ON CHAPTER 380 ECONOMIC DEVELOPMENT POLICY INCENTIVES FOR PROJECT GOLDEN TREE. [551.087] *ALEJANDRA VALADEZ*

A motion was made by Ruben Reyes seconded by Alejandro Garcia to *delete items twenty-eight (28), twenty-nine (29), thirty (30) and thirty-one (31).* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

31. ADJOURN

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *adjourn at 8:33 pm*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia, Rudy Cruz, Jr. and Yvonne Colon-Villalobos.

Nays:

Absent:

Ivy Avalos, Mayor

Olivia Navarro, City Clerk

Date minutes were approved

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

REGULAR COUNCIL MEETING MINUTES JANUARY 6, 2022 @ 6:00 P.M.

MEMBERS PRESENT:

Mayor Ivy Avalos
Ruben Reyes
Cesar Nevarez
Alejandro Garcia
Yvonne Colon-Villalobos

MEMBERS ABSENT:

Rudy Cruz, Jr.

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Jim Martinez, City Attorney

Diana Rodriguez, Recreation Leader
Victor Reta, Recreation Centers Director
Carlos Gallinar, City Planner
Louie Chavez, Parks and Public Works Director
Officer Sosa
Charles Casiano, Finance Director

1. CALL TO ORDER

The meeting was called to order at: 6:05 pm.

2. Pledge of Allegiance and a Moment of Silence

Pledge of Allegiance led by Adriana Rodarte.

3. Establishment of Quorum

Quorum was established with five council members present.

PUBLIC COMMENT

4. PUBLIC COMENT

Margarita Perez spoke during Public Comment

A motion was made by Cesar Nevarez seconded by Ruben Reyes to *suspend the rule and allow Rene Rodriguez to speak*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr.

Rene Rodriguez spoke during this time.

CONSENT AGENDA

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

A motion was made by Ruben Reyes seconded by Alejandro Garcia to *approve the Consent Agenda*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr.

REGULAR AGENDA

ORDINANCES/PUBLIC HEARINGS

8. ***PUBLIC HEARING 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, 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 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).*** ***CARLOS GALLINAR***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *postpone for the next Regular Meeting of January 20, 2022.* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr.

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***

Public Hearing opened at 6:30 pm

No Speakers for Public Hearing

Public Hearing closed at 6:30 pm

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

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number eleven (11)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr.

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

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number twelve (12)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr

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

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number thirteen (13)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr

RECREATION DEPARTMENT

**14. DISCUSSION AND ACTION TO APPROVE EL PASO MARATHON RACE
ROUTE PERMIT. VICTOR RETA**

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number fourteen (14)*. Motion passed.

Mike Coulter, Race Director for E Paso Marathon, Half Marathon 5K Run/Walk spoke on this item.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr

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**

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *approve item number fifteen (15)*. Motion passed.

Fernando Magdaleno, owner of the property spoke on this item.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *move into Executive Session at this item*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos

Nays:

Absent: Rudy Cruz, Jr.

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:47 PM

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 6:53 PM

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

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *delete items sixteen (16), seventeen (17), and eighteen (18)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr.

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

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *deny the application*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr.

19. ADJOURN

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *adjourn* at 6:54 pm. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Alejandro Garcia and Yvonne Colon-Villalobos
Nays:
Absent: Rudy Cruz, Jr.

Ivy Avalos, Mayor

Olivia Navarro, City Clerk

Date minutes were approved



CITY OF SOCORRO
CITY COUNCIL MEETING
Meeting Date: January 20, 2022

REZONING APPLICATION/VARIANCE REQUEST
STAFF REPORT

SUBJECT:

INTRODUCTION AND FIRST READING AND CALLING FOR A PUBLIC HEARING OF 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 25A1A, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND A VARIANCE OF THE FRONT YARD SETBACK TO ALLOW FOR A 10' SETBACK; AND A VARIANCE OF THE REAR YARD SETBACK TO ALLOW FOR A 15' SETBACK; WITH CONDITIONS TO LIMIT THE DENSITY TO SINGLE-FAMILY HOMES AND PROVIDE 20' DRIVEWAYS.

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 25A1A, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND A VARIANCE OF THE FRONT YARD SETBACK TO ALLOW FOR A 10' SETBACK; AND A VARIANCE OF THE REAR YARD SETBACK TO ALLOW FOR A 15' SETBACK; WITH CONDITIONS TO LIMIT THE DENSITY TO SINGLE-FAMILY HOMES AND PROVIDE 20' DRIVEWAYS.

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) and a variance of the front yard setback to allow for a 10' setback; and a variance of rear yard setback to allow for a 15' setback; with conditions to limit the density to single-family homes and provide 20' driveways.

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

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

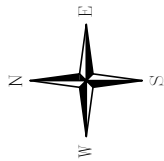
ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

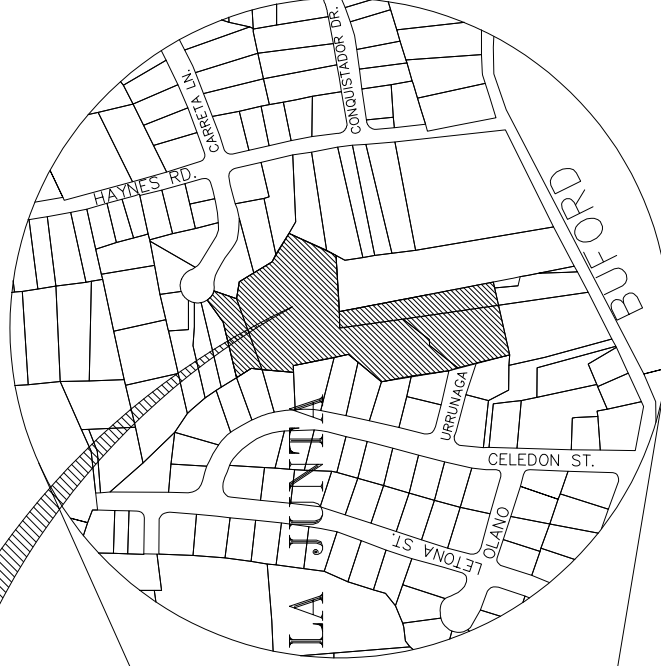
LOCATION MAP



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) 872-4531 Fax: (505) 872-8673

ZONING MAP



SITE PICTURES



AERIAL PHOTO



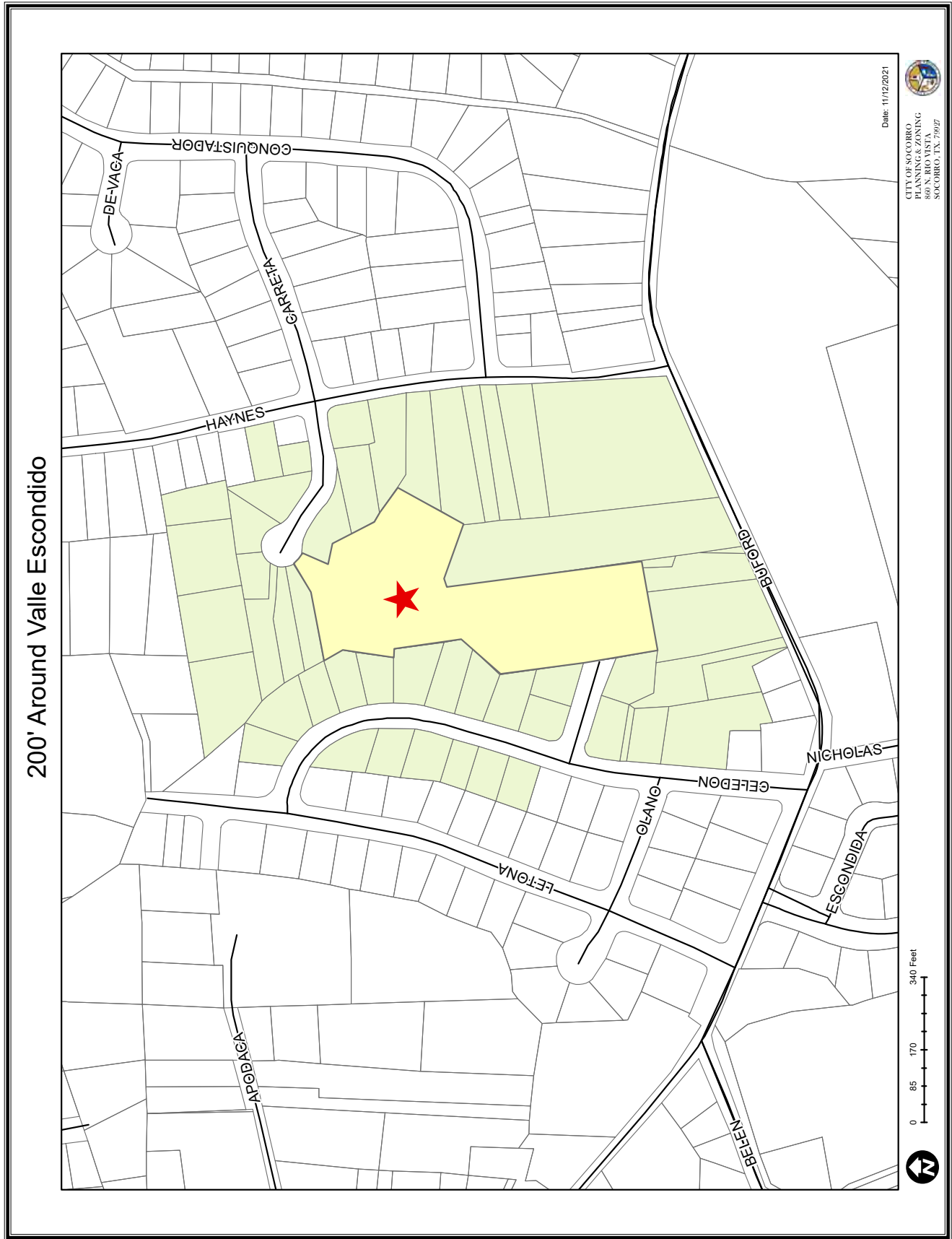
AERIAL PHOTO



PLAN



PUBLIC INPUT



ITEMS 9 AND 10

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:

SECOND READING AND CALLING FOR A PUBLIC HEARING 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, SOCORRO 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

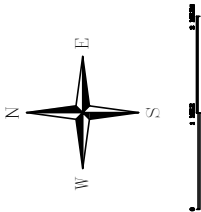
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

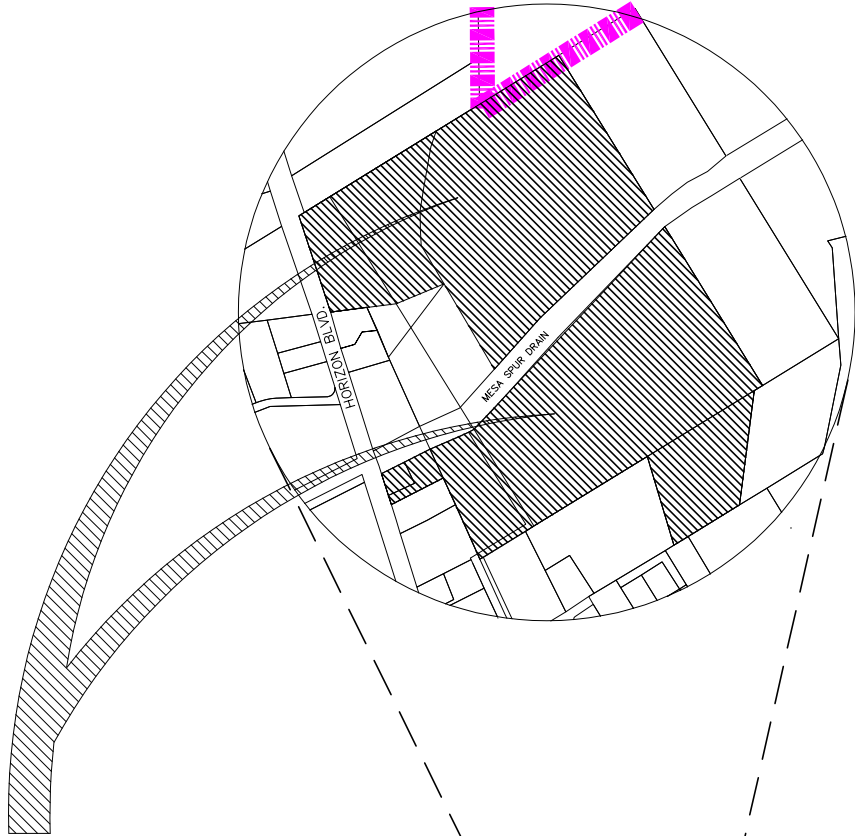
APPROVED AS TO CONTENT:

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

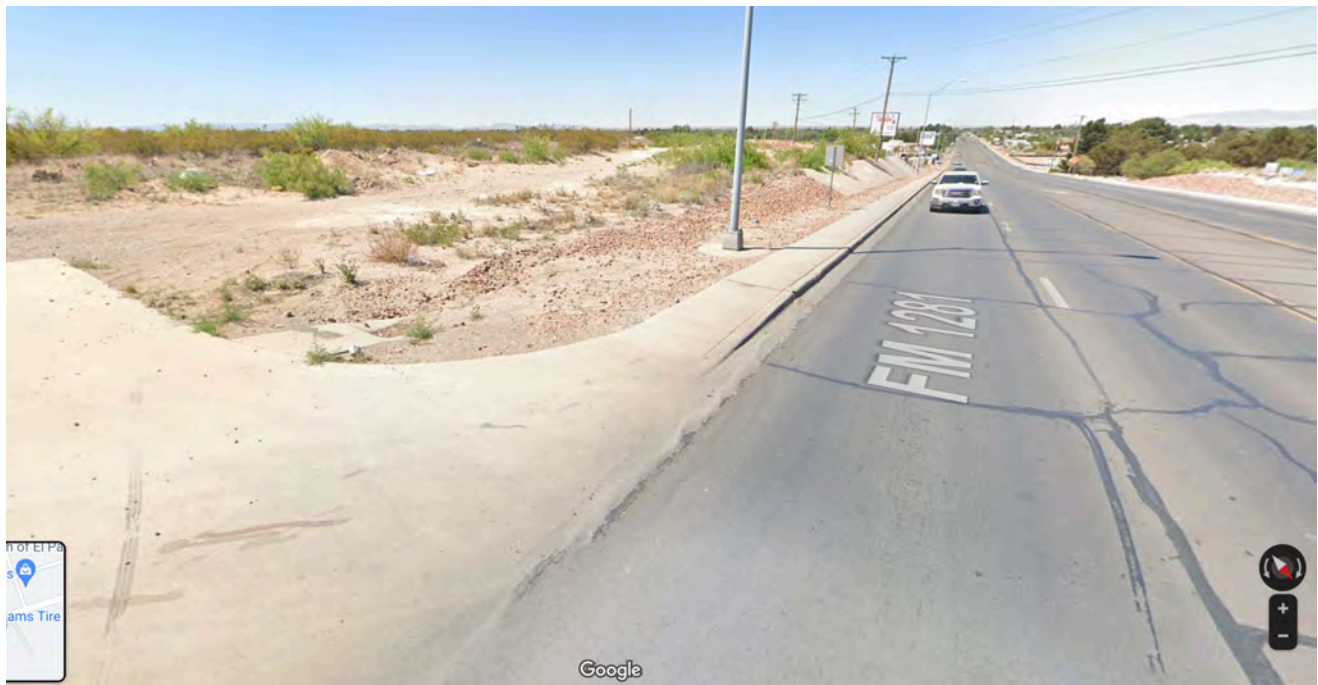
860 N. Rio Vista Socorro, Texas 79027 Tel: (505) 872-4831 Fax: (505) 872-8673

ZONING MAP

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



SITE PICTURES

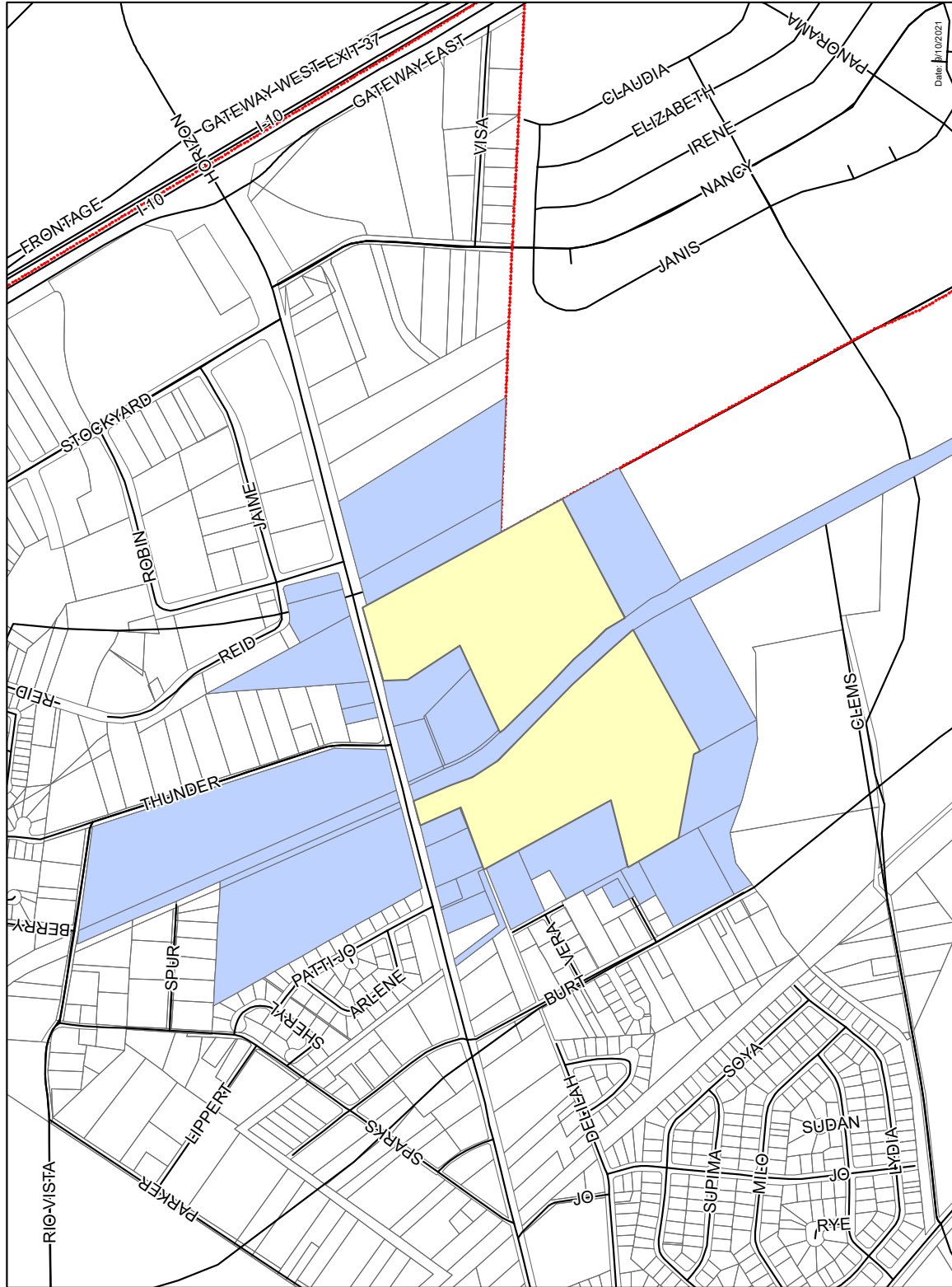


AERIAL PHOTO



PUBLIC NOTICE

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



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

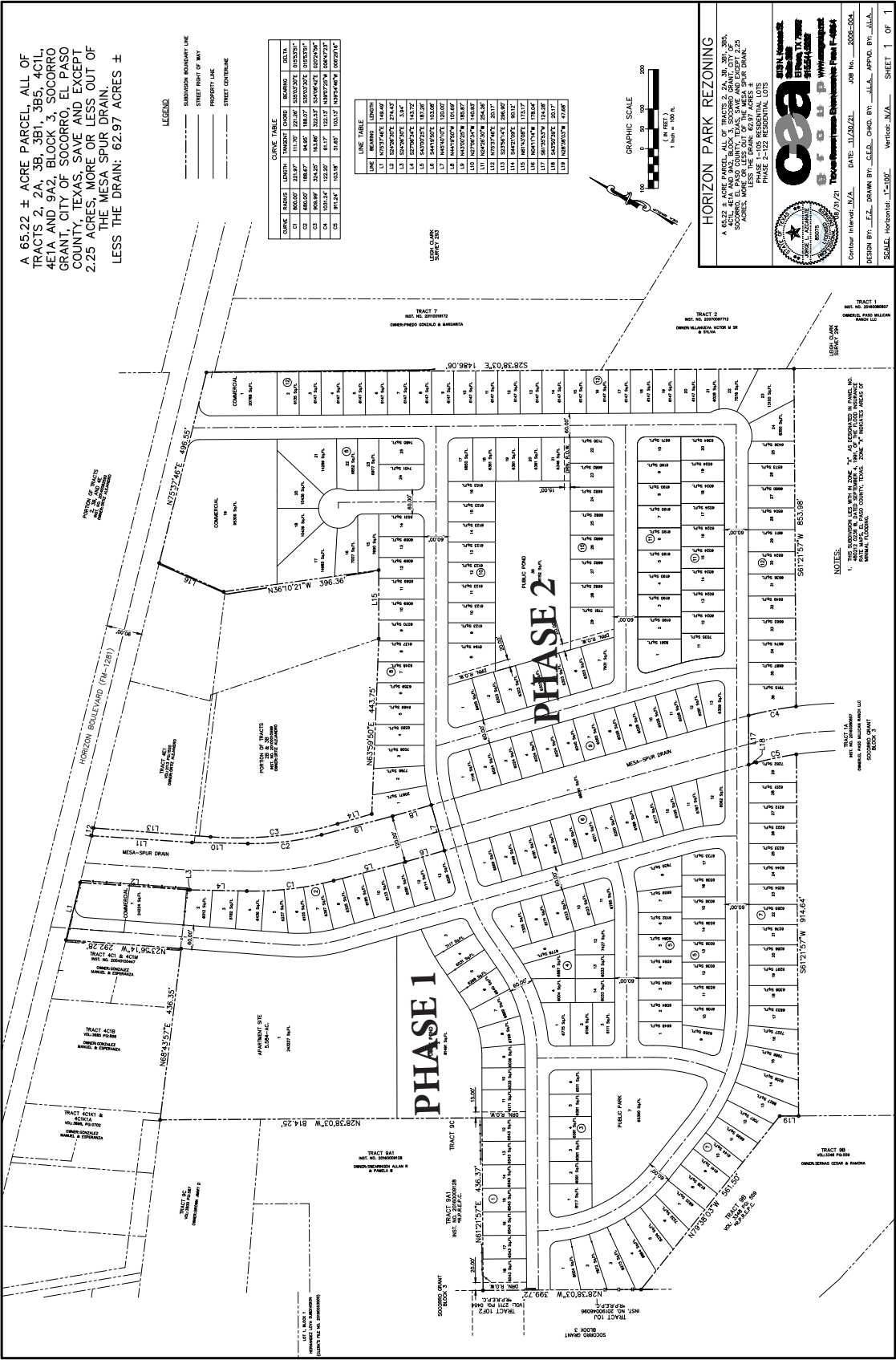
0 265 530 1,050 Feet



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





CITY OF SOCORRO
CITY COUNCIL MEEETING
Meeting Date: January 20, 2022

REZONING APPLICATION STAFF
REPORT

SUBJECT:

PUBLIC HEARING AND SECOND READING FOR ADOPTION 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) with a condition to limit the density to single-family homes and provide 20' driveways.

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

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

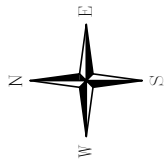
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Adriana Rodarte, City Manager

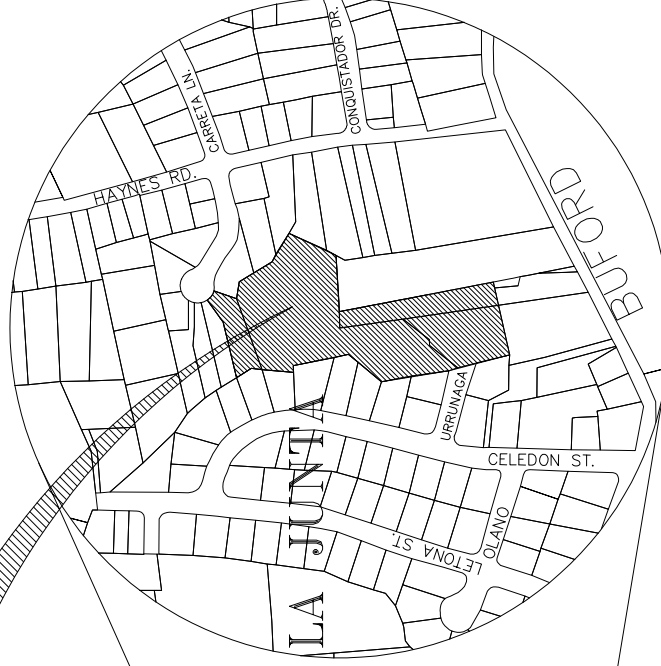
LOCATION MAP



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

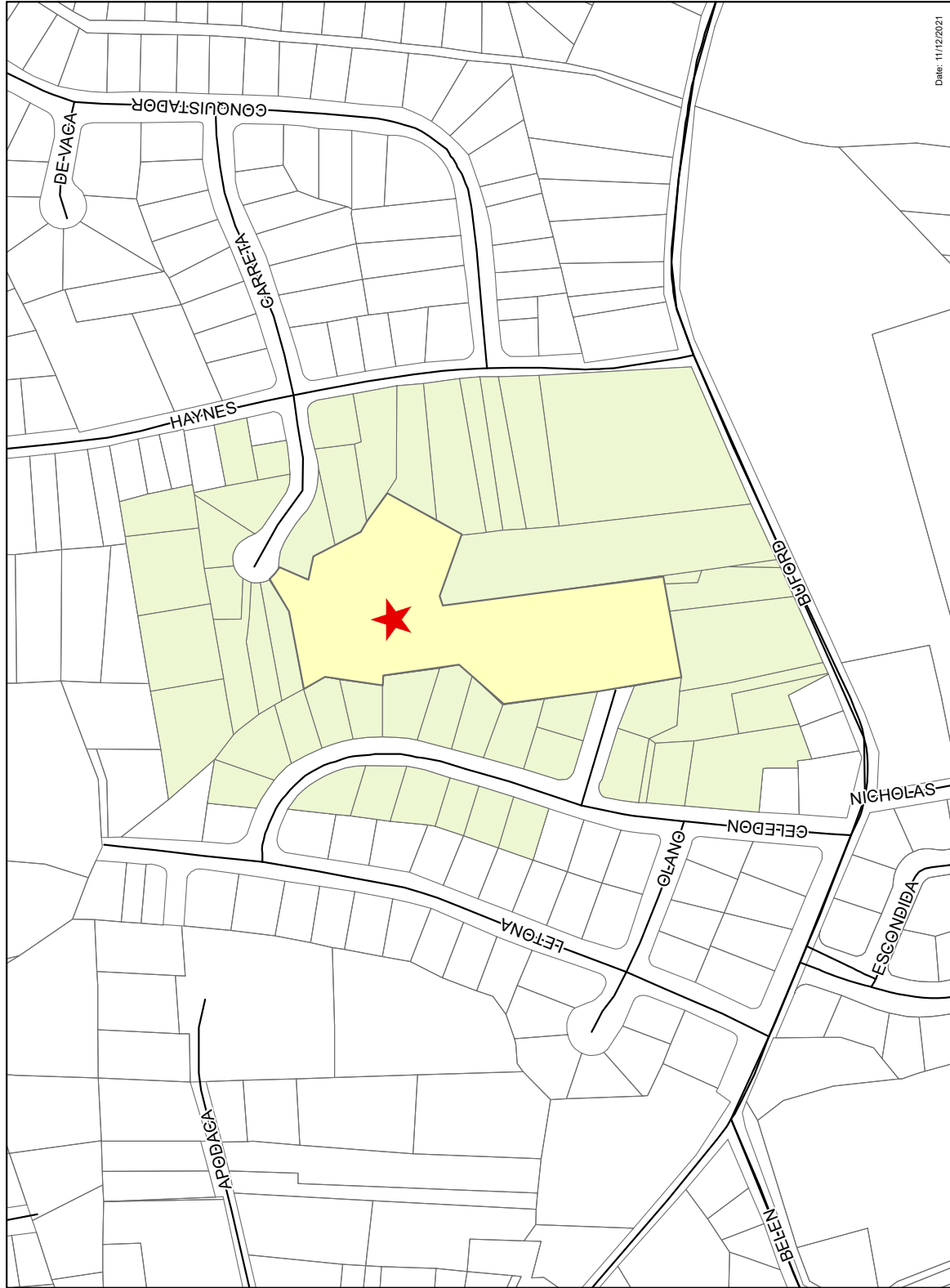


AERIAL PHOTO



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

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:

Public Hearing and Second Reading and Adoption 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

ITEM 15

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

January 20, 2022

TO: Mayor and City Council Members

FROM: Chief David Burton

SUBJECT: Discussion and action and Updated Quotes for Previously Approved Body Worn Cameras and In-Car Video Cameras (with wireless transfer capability added)

SUMMARY

City Council on December 20, 2021 approved the Body Worn Cameras and In-Car Video Cameras, however, the total amount has changed since the Department needs to have wireless transfer capability.

STATEMENT OF THE ISSUE

Obtaining forty body worn cameras and ten in-car video recorders, with wireless upload capability

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 05810

Funding Source: Property & Equipment

Amount: \$125,233.00

Quotes (Name/Commodity/Price)

Kustom Signals, Inc.: (40) Body Worn Cameras w/magnet mounts and synchronized with In-car cameras. \$32,100.00, 3 yr. extended warranty \$0.00
(10) In-car camera systems two-way synchronized with body cameras \$55,995.00
96TB Integrated Storage Vault \$32,500.00, wireless transfer capability \$4638.00
Total: \$125,233.00 (HGAC Contract # EF04-21)

Digital Ally: (40) Body Worn Cameras one-way synchronized with (10) In-Car Camera systems, 5 year purchase at \$218,543.00

Wolfcom: (40) Body Worn Cameras w/magnet mounts one-way synchronized with (10) In-Car camera systems, 60 TB Storage Server, \$86,561.00 with yearly warranty costs will be \$13,500 per year for 3 years at \$127,061.00

Lenslock: (30) Body Worn Cameras one-way synchronized w/ (10) in-car cameras, 5 year purchase price of \$254,800.00

ALTERNATIVE

N/A

STAFF RECOMMENDATION

The staff is recommending approval of this item

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. Finance Director _____ Date _____
3. Attorney _____ Date _____



Quotation

Page 1 of 3

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 12/15/2021

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -714955086136SC
Terms Per Approved Terms
This Quote Expires on 03/15/2022
Phone 915-858-6983
Fax 915-859-9534

Qty	Product Description	UnitPrice	SubTotal
	HGAC Contract EF04-21 Vantage Body Worn Video		
40	Vantage, Extended Battery, 32GB	\$655.00	\$26,200.00
40	Eyewitness Vantage Klick Fast Stud (required for any Klick Fast Mount) PN 015-0009-08	\$8.00	\$320.00
40	Klick Fast Assembled Magnetic Mount, N42 PN 015-0009-07	\$60.00	\$2,400.00
40	Vantage Factory Configuration to Agency Requirements (Form required to fill out) Identifies preferences that are available on Vantage and how you want individual cameras identified). Allows for unit to be ready to go once recieved.	\$40.00	\$1,600.00
40	Vantage No Fault Warranty Year 1 (Covers beyond factory defects, normal wear and tear of unit, such as scratched lenses, dropped or accidentally submerged units)	\$30.00	\$1,200.00
40	SHIPPING & HANDLING COSTS	\$9.50	\$380.00
	1-Year Standard Warranty		
	Options available but NOT INCLUDED in price quote Please ADD if interested**		
	Klick Fast Spring Clip PN 015-0009-02	\$20.00	\$0.00
	Klick Fast Molle Mount PN 015-0009-4	\$20.00	\$0.00
	Klick Fast Epaulette Mount PN 015-0009-03	\$20.00	\$0.00
	Klick Fast Garment Mount PN 015-0009-6	\$20.00	\$0.00
	Vantage 6-port Multi-Dock - PN 210-0004-17	\$855.00	\$0.00
	Extended Warranty Year 2	\$125.00	\$0.00
	Extended Warranty Year 3	\$125.00	\$0.00
	Note: Back Office Software/Hardware solution quoted on separate quote		

Signature

Jenny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)



Quotation

Page 2 of 3

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 12/15/2021

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -714955086136SC
Terms Per Approved Terms
This Quote Expires on 03/15/2022
Phone 915-858-6983
Fax 915-859-9534

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>

Total \$32,100.00

Signature

Genny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



Quotation

Page 1 of 3

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 12/15/2021

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -714955086236SC
Terms Per Approved Terms
This Quote Expires on 03/15/2022
Phone 915-858-6983
Fax 915-859-9534

Qty	Product Description	UnitPrice	SubTotal
	HGAC Contract EF04-21 **Eyewitness HD In-car Camera System** (Manual Transfer)		
10	Eyewitness HD, 64GB SSD, 5" Tablet Controller, Zoom Cam, ICM, GPS, Crash, Rear Cam	\$4,895.00	\$48,950.00
10	Eyewitness Portal - Vantage/Eyewitness HD wireless interface module (incl mount, cable and hardware, requires CRS 8011) PN 050-6298-20	\$555.00	\$5,550.00
10	Docking Station (no cord, no mount) PN 210-0004-08 (Installed in vehicle for wired/wireless integration)	\$45.00	\$450.00
1	Eyewitness HD Desktop Media Receiver PN 200-3055-00 (Shipping \$25)	\$215.00	\$215.00
10	SHIPPING & HANDLING COSTS	\$83.00	\$830.00
	1-Year Standard Warranty		
	Options available but NOT INCLUDED in price quote Please ADD if interested**		
	Eyewitness HD Menu Security	\$30.00	\$0.00
	Eyewitness HD Ignition Mod	\$55.00	\$0.00
	Eyewitness HD 64GB SSD in carrier (spare drive) PN 200-3058-01	\$280.00	\$0.00
	Installation quoted upon request/Wireless Transfer quoted upon further discussion on requirements involved.**		
	Note: Back Office Software/Hardware solution quoted on separate quote (Manual Transfer)		

Signature

Genny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

	Total	\$55,995.00
--	-------	-------------

**KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 12/15/2021

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -714955086336SC
Terms Per Approved Terms
This Quote Expires on 03/15/2022
Phone 915-858-6983
Fax 915-859-9534

Qty	Product Description	UnitPrice	SubTotal
	Eyewitness Data Vault-Back Office Software/Hardware (Manual Transfer)		
1	EYEWITNESS DATA VAULT HQ Rack Server with 96TB Integrated Storage, RAID6. Includes EDV workstation with 2TB SATA drive, software	\$30,200.00	\$30,200.00
1	Prof. Services - FAE On-Site Installation Per Day	\$1,500.00	\$1,500.00
1	Cloud File Sharing (Fixed Cost per 100GB)	\$200.00	\$200.00
	Allows you to email a video file for review. A time limit can be set to how long the video is available for review(days/weeks/months)		
1	SHIPPING & HANDLING COSTS	\$600.00	\$600.00
Storage based on the following:			
3 Months Retention Non-evidentiary			
24 Months Retention Evidentiary			
(40-Vantage BWV (720p/30 fps) and 10-EHD In-Car Cameras (1080p/30 fps)			
A Wireless Transfer deployment will require a Professional Service discussion. Once it is decided to implement wireless transfer on the EHD in-car systems we can move forward with requirements and pricing.			

Total \$32,500.00

Signature

Genny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 01/06/2022

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -736954921744SC
Terms Per Approved Terms
This Quote Expires on 04/06/2022
Phone 915-858-6983
Fax 915-859-9534

Qty	Product Description	UnitPrice	SubTotal
	HGAC EF04-21 Contract Wireless Transfer		
1	Ubiquiti A/P Accessory Kit, includes an 8-port POE switch and "cloud key". One kit can support up to 6 A/Ps. Customer supplies and installs Ethernet cables from EDV to switch, and switch to surge protector. (pn 050-0885-00)	\$400.00	\$400.00
2	Ubiquiti UAP-AC-M-PRO Access Point Kit, includes A/P, surge protector and 3' Ethernet Cable to connect A/P to surge protector. (pn 050-0885-11) Note: Agency responsible for mounting access points on building and running cables to server room location/	\$250.00	\$500.00
10	Eyewitness HD wireless file transfer package	\$360.00	\$3,600.00
1	SHIPPING & HANDLING COSTS	\$138.00	\$138.00

Total \$4,638.00

Signature

Genny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 01/06/2022

To... EDDIE SMITH
SOCORRO POLICE DEPT

124 S HORIZON BLVD
SOCORRO TX 79927-2666

Quote # -736954920104SC
Terms Per Approved Terms
This Quote Expires on 04/06/2022
Phone 915-858-6983
Fax 915-859-9534

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	HGAC EF04-21 Contract		
1	Vantage 6-port Multi-Dock - PN 210-0004-17	\$855.00	\$855.00
1	SHIPPING & HANDLING COSTS	\$20.00	\$20.00

Total \$875.00

Signature

Genny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



WOLFCOM®

"Because Cops Deserve the Best"







www.WolfcomUSA.com











QUOTE

SQ-00010942

Customer Name Socorro Police
Customer Address Line 800 N Rio Vista Rd.
Customer City El Paso
Customer State/Region TX
Customer Country United States

Created By Marko
Quote Date 12/13/2021
Expires 01/13/2022
Tax ID Number 90-0116535
DUNS Number 185957425
Cage Code 722M6

Image	Item Code	Description	Comments	Qty	Sales Price	Discounted Pr	Total
	0016	Commander Smart Body Camera System.	25% Discount with WEMS/COPS	40.00	799.00	599.25	23,970.00
	0020	Commander: Magnetic Mount	30% Quantity Discount	20.00	99.00	69.30	1,386.00
	0019	Commander: Commander Battery	10% Quantity Discount Up to 24 Hour Total Battery life	16.00	45.00	40.50	648.00
	0052	In-Car: Mini MDVR in Car-System with GPS	New Alpha Mini MDVR 2.0 In-Car Video System Upgrade	10.00	2,490.00	2,490.00	24,900.00
	0128	Alpha Add On Infrared Interior Camera		10.00	275.00	275.00	2,750.00
	0133	7" LCD Monitor for Alpha In-Car Camera	FREE \$2500 Discount	10.00	250.00	0.00	0.00

	0105	Commander 16-Port X2 Smart Docking Station	Charge and Download Up to 32 BWCs at once	2.00	2,500.00	2,500.00	5,000.00
	0035	X2 Smart Upload Station All In One.	Enables Wireless In-Car Video Uploading to Server	1.00	945.00	945.00	945.00
	0067	WOLFCOM 60TB (Useable) Raid Storage Server	3-Year Warranty Includes Backup Recovery (Redundancy)	1.00	15,000.00	15,000.00	15,000.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Commander BWC Licenses Web-Based On-Premises CJIS Compliant Software	40.00	250.00	250.00	10,000.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year-1 FREE w/ MDVRs above \$2500 Discount	10.00	250.00	0.00	0.00
	0029	"COPS" Commander Online Platform System	Paid by WOLFCOM	1.00	5,000.00	0.00	0.00
	0030	Commander: Dispatch license License to log into COPS. Annual fee	Paid by WOLFCOM	1.00	150.00	0.00	0.00
	0070	L1 Data Connection Plan. Unlimited Nationwide Coverage.	Paid by WOLFCOM \$4800 Yearly Discount	40.00	120.00	0.00	0.00
	0061	Commander Notation System. Playback, Review, Tag, Classify and enter both Voice and Text Notations to videos and photos. Syncs to WEMS	Year-1 FREE Trial \$3960 Discount Optional Thereafter	40.00	99.00	0.00	0.00
	0045	Mobile DVR Wireless Upload Software	Uploads Wirelessly to WEMS Server via X2 Annual Service	1.00	1,000.00	1,000.00	1,000.00



0081

Technical Support Plan
Includes FREE Technical Support during
your WEMS activation period. Covers any
assistance with WEMS, COPS, ASR,
Body Cameras, and Training. Does not
cover Data Migration or Backup Recovery
Requests.

1.00

1,200.00

0.00

0.00



0084

Training

1.00

1,500.00

0.00

0.00

Shipping

Price

Shipping

962.00

Sub Total 85,599.00**Shipping** 962.00**Tax Total** 0.00**Total** 86,561.00

Comments: This Quote is a complete In-Car and Body Camera Turnkey Solution for 40 Officers. Included is our WEMS Enterprise On-Premises Solution to manage your digital evidence, which is our Web-Based, CJIS Compliant Software. It also includes unlimited redaction features for all authorized users, Free Technical Support and Online Training. Also included is our 60TB RAID Server, which comes with built in backup hard drives for automatic redundancy. 60TB is the perfect amount of storage for a 40 Officer agency, with an average retention policy of more than 1 Year.

- You will receive a set of 10 In-Car Cameras with a Smart Upload Station for wireless uploading to your WEMS server.
- You will receive a set of 40 Commander body cameras two 16-port Smart Upload Stations for charging and downloading to your WEMS server.
- You will also receive FREE COPS (Commander Online Platform System).

Each Commander BWC with COPS now has Unlimited Data Allowance Per Month, SOS Lifesaving feature that will send live video and GPS location to Dispatch from an Officer's body camera when he/she presses the SOS button on the camera. With COPS you'll be able to stream live video, track the location of each officer, and have PTT (Push to Talk) capability between body cameras and dispatch. You can now use the live stream feature whenever you need it, as long as you need it!

Your Yearly Cost After the 1st Year:

- 1) 40 Qty WEMS (\$250) for Commander BWCs = \$10,000 Total
- 2) 10 Qty WEMS (\$250) for Mini MDVR units = \$2,500 Total
- 3) Wireless Upload Software = \$1000

Grand Total = \$13,500

The optional Commander Notation App at \$50 per license would cost up to \$2,000 per year, if you chose to continue to use it for all 40 Officers. First year Trial is included Free and can be discontinued anytime.

By signing below, you are officially placing your order and agree to the terms set forth below.

WOLFCOM ENTERPRISES (WOLFCOM®, we, us, or our) and you or the entity you represent (Agency or you) agree to all terms of the Agreement effective on the date you first agreed to this agreement or first receive the products. Hardware means all body cameras, workstations, servers, docking stations and does not include accessories such as cables, mounts, clips, or attachments.

1. **Return Policy:** You may return your undamaged product with all its included accessories within 15 days of receipt for a refund. There will be a 20% re-stocking fee for all returned items. Shipping costs are non-refundable. After the 15-day timeframe, all sales are final.
2. **Payment and Fees:** Payment is due upon receipt of the products. A 2% late fee per month will be applied if payment is received after 30 days after receipt of products.
3. **Backup & Recovery:** If you did not purchase backup and recovery (On-Premises Storage Only) with this order then you understand that in the event of a disaster, fire, flood, theft, hard drive failure etc., your data may be unrecoverable. WOLFCOM is not responsible for lost data. We recommend purchasing backup and recovery with your order.
4. **Warranties:** The minimum warranty period for all hardware is 12 months unless otherwise stated and is non-transferable. We will repair or replace hardware with new or refurbished units at our discretion. Refurbished units may contain scratches or dents equivalent to the unit we are replacing. For warranty/repair service, you agree to pay shipping cost to us, and we will cover the cost back to you. Damage to hardware USB ports is not covered under warranty.
5. **Acceptance:** You agree to purchase our products with its current specifications, features & functions. Any expectations beyond its current abilities are not grounds for a refund and will be accepted as feedback. Any expectation or requirement for our products to perform beyond its capability or any request or demand to change or upgrade the product, its firmware, or any features and functions will be considered "Customized Work" and we will provide a quotation to you requiring full payment in advance to begin work.

I understand that the full and complete texts of WOLFCOM's Warranty & Return Policy can be found at www.WolfcomUSA.com/wolfcom-return-policy/

Signature: _____ Date: _____

Print Name: _____ Title: _____

Purchase Order Number (Optional) _____



14001 Marshall Dr.
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

Quote	QUO-36811-G9F7N9
Date	1/11/2022
Page	1

Customer:

Socorro Police Department
Lt. Eddie Smith
124 S. Horizon Blvd
Socorro, TX 79927

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
SOCTX1	JT	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
10		5-Year Sub Plan w/ 90-Day Retention (Includes (10) EVO/FVPRO Kits, (10) Users, All Other Licenses)	\$2160.00	\$129.60	\$1,296.00	\$20,304.00
30		5-Year Sub Plan w/ 90-Day Retention (Includes (30) FVPRO Kits, (30) Users, All Other Licenses)	\$588.00	\$35.28	\$1,058.40	\$16,581.60
1		Additional User License	\$96.00	\$5.76	\$5.76	\$90.24
1		5-Year Sub Plan (Includes (1) 24-Bay Dock (4TB, 86GB) w/ All Licenses)	\$1704.00	\$102.24	\$102.24	\$1,601.76
40		Pro-Data Plan (2 GB Per Body Camera/Per Month for Livestreaming)	\$84.00	\$0.00		\$3,360.00
40		Magnet Mounts	\$64.00	\$0.00		\$2,560.00
1		Wireless Access Point	\$295.00	\$0.00		\$295.00
1		Turnkey	\$2127.00	\$127.00	\$127.00	\$2,000.00
10		Installations	\$499.00	\$99.00	\$990.00	\$4,000.00

Notes:

Total Discount	\$3,579.40
Subtotal	\$50,792.60
Misc	
Tax	\$0.00
Freight	
1st Year Total	\$50,792.60

QUOTE NOTES ON PAGE #2



NCSA Discount Applied

Quote	QUO-36811-G9F7N9
Date	1/11/2022
Page	2

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (40) Complete FirstVu Pro Body Camera Kits
- (10) Complete EVO-HD In-Car System Kits
- (1) 24-Bay Docking Station (4TB, 86GB)
- (41) Users
- **(1) Free Battery Replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 30/mos.**
- **5-Year Advanced Exchange Warranty on Hardware**
- **All Cloud Licenses on a 90-Day Retention Plan**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Full Access to Redaction Software**
- **Case Management & GPS Mapping**
- **Remote Activation & Remote Diagnostics**
- **Unlimited Body Camera Messaging Alert Notifications**
- **Product Support for Life of Product**

Pro-Data Plan Includes:

- Body Camera Live Streaming Services
- 2GB Data Plan Per Month/Per Body Camera

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Removal of Existing In-Car Systems Sold Separately @ \$75.00 Per System
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote
- Upon expiration or termination of the Subscription only, Digital Ally will provide "Download Assistance" to Customer of its audio & video ("raw") files onto a customer provided storage device, in MP4 format, at a cost of \$69.00 per 100 GB of video.

Annual Subscription Breakdown:

(1st Year Includes Hardware, Addl. User Licenses, Turnkey, Installs, Pro-Data and Freight)
(2nd-5th Year Cost Includes Addl. User Licenses & Pro-Data)

1st Year = \$50,792.60

2nd Year = \$41,937.60

3rd Year = \$41,937.60

4th Year = \$41,937.60

5th Year = \$41,937.60

5-Year Total = \$218,543.00



Quote	QUO-36811-G9F7N9
Date	1/11/2022
Page	3

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of the goods sold hereunder ("**Products**") from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, "**Seller**") will be governed by the following terms of sale agreement ("**Terms**"). You will be referred to throughout these Terms as "**you**" or "**Customer**".

- 1. Payment for the Products.** Payment terms are cash on delivery, except where credit has been established and maintained to Seller's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller's corresponding shipment or shipments, must be reported to Seller for resolution within ten (10) days of Seller's invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller's invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 2. Shipment, Risk of Loss, and Title.** Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller's invoice to you. If Customer's shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.
- 3. Acceptance; Claims for Shortage, Damage, or Non-Conformity.** Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("**Acceptance of the Products**"). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
- 4. Security Interest.** You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.
- 5. Excusable Delays.** Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller's reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a "**force majeure**").
- 6. Limited Warranty.** SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED

UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE “LIMITED WARRANTY”), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER’S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller’s website at the following website address: <https://www.digitalallyinc.com/limited-warranty/>. The Limited Warranty provides you with warranty support from Seller’s offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

7. Disclaimer. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, “SELLER PARTIES”) WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES’ CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

8. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government,

governmental agency, political party or any officer, employee, or agent thereof.

9. Customer Use. You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

10. Changes to the Terms. The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

11. Governing Law; Jurisdiction and Venue; Time to File Claims. These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

12. Authority; Administrator. You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator ("**Primary Administrator**") with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

13. Trade-ins. If, as part of your Order, Seller agrees in writing to accept a trade-in from you ("**Trade-In**") and offers you a discount on a new Order for an equipment trade-in ("**Trade-In Program**"), or if Seller otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("**Trade-In Offer**"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("**Traded Equipment**"); (ii) you will follow all Seller and carrier shipping rules in returning the Traded Equipment to Seller; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Seller

immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro -rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

14. Advance Exchange Program. If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you ("**Replaced Products**"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

15. Exclusion of Other Terms; Entire Agreement; Miscellaneous. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in writing and signed by you and Seller are incorporated and collectively referred to herein as the "**Order**",

which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller ("**Additional Agreement(s)**"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

Quote	QUO-36811-G9F7N9
Date	1/11/2022
Page	8

Eddie Smith

From: Zachary Hernandez <zsh@lenslock.com>
Sent: Tuesday, September 14, 2021 1:26 PM
To: esmith@ci.socorro.tx.us
Subject: Socorro PD x LensLock Inc. - SOW and Soft Quote
Attachments: LensLock - Pilot Program Agreement - Socorro PD - TX 09-14-21.pdf

Lt. Smith,

Thanks for taking time out of your busy schedule to talk about your BWC program. As mentioned, I have attached the SOW and a soft quote. I know you are working on getting me the exact numbers, but I wanted to send you over something to look at and compare the pricing adjustments I will make to accommodate your department. The LensLock team and I are very excited to have the opportunity to earn your business. As discussed, please reach out to me 24/7/365 with any questions or requests you may have.

Per your request, I've attached LensLock's body worn camera pricing below:

Socorro Police Department - TX

LensLock Body Worn Camera Standard Pricing = \$1099 per user per year

School District Officer Discount Pricing = **\$799 per user per year** (*I will apply this rate to those that will not use the camera as much as others when you send me the officer list*)

- Unlimited Storage via Microsoft Azure
- All docking stations, accessories, and mounting options included
- Premier evidence management system utilizing the LensLock portal
- End-to-end hardware guarantee including accessories for 60 months
- CAD integration to automate tagging of videos
- Customized mobile and/or MDC application for in field tagging + review
- Includes brand new Body Cameras with LensLocks latest technology every 30 months at no cost
- Pro-Grade redaction tool via Veritone with options for an outsourced redaction solution
- Hosting of your legacy data + 3rd Party Data Storage on the LensLock Portal
- Auto Body Worn Camera Activation via LensLock BITS technology

40 Users @ \$1099 = **\$43,960 per year** x 5-year contract = **\$219,800**

As we discussed, this will be the ultimate highest pricing you will pay for body cameras through us. The price listed above is no discounts and no adjustments; once you send me the updated officer list, we'll be able to craft a better business proposal that is parallel with Socorro PD's goals! Keep in mind our pricing is adjustable and we work well with small departments like yours and willing to do what we can to help protect you!

As a reminder our pilot is a no cost no obligation program and we would love to earn your business! All we need from you is the signed SOW and user information:

1. Name
2. Email

3. Rank
4. ID/Badge Number
5. Cell phone – for mobile APP

With the Utmost Respect,

Zach Hernandez

Regional Manager

LensLock, Inc.

Body Worn Cameras In-Car Video Systems Fixed Cameras

Cell: 858.353.1586

[Website](#) ■ [Body Cameras](#) ■ [In-Car Video](#)

[13125 Danielson St., Suite 112, Poway, CA 92064](#)



[Facebook](#) - [Instagram](#) - [Twitter](#) - [LinkedIn](#) - [YouTube](#)



**CITY OF SOCORRO
CITY COUNCIL MEETING
Meeting Date: January 20, 2022**

**FINAL PLAT APPROVAL
STAFF REPORT**

SUBJECT:
A RESOLUTION APPROVING A FINAL PLAT.

NAME: **SOCORRO LOGISTICS CENTER UNIT 1 FINAL PLAT**

PROPERTY ADDRESS: North Loop & Nuevo Hueco Tanks

PROPERTY LEGAL DESCRIPTION: Being all of Tracts 7 and 13, and a Portion of Tracts 8, 9, 10, 11, and 12A, Block 5, Socorro Grant, Socorro, Texas.

PROPERTY OWNER: Socorro Land Partners, LLC

REPRESENTATIVE: Jorge Grajeda, CEA Group

PROPERTY AREA: 101.27 Acres

CURRENT ZONING: IC-MUD (Industrial Commercial Mixed Used Development)

CURRENT LAND USE: Vacant

FUTURE LAND USE MAP: Commercial

PROPOSED LAND USE: Logistics Center

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: Request to Approve Final Plat. PNZ Commission has approved Master Plan and Preliminary Plat for this development.

STAFF RECOMMENDATION: Staff recommends APPROVAL.

BOARD RECOMMENDATION: PNZ voted to APPROVE UNANIMOUSLY 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 FINAL PLAT FOR SOCORRO LOGISTICS CENTER UNIT 1 BEING ALL OF TRACTS 7 AND 13, AND A PORTION OF TRACTS 8, 9, 10, 11, AND 12A, BLOCK 5, SOCORRO GRANT, SOCORRO, TEXAS.

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

That the property being all of tracts 7 and 13, and a portion of tracts 8, 9, 10, 11, and 12A, Block 5, Socorro Grant, Socorro, Texas has been granted approval of a Final Plat as per the Subdivision Ordinance of the City of Socorro.

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

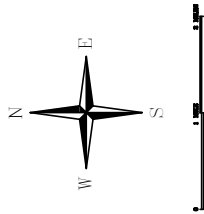
CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

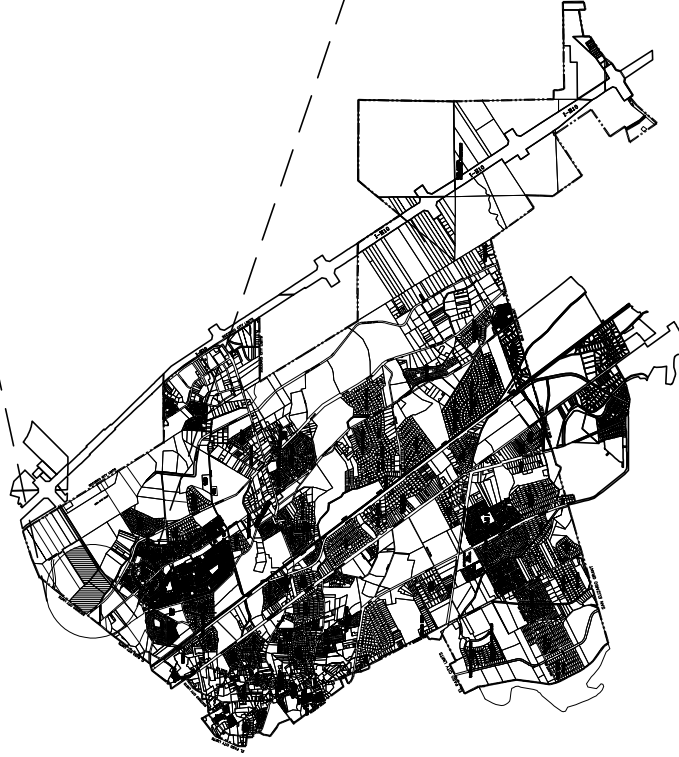
ATTEST:

Olivia Navarro, City Clerk

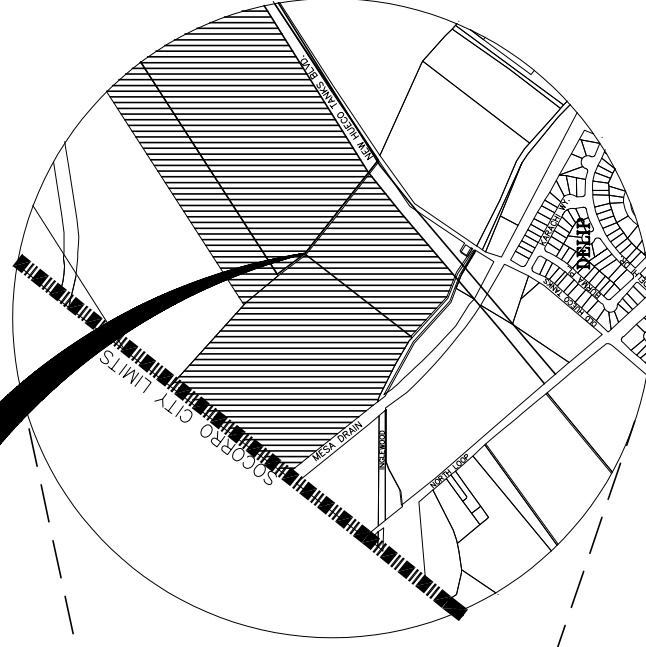
LOCATION MAP



PROJECT SITE;
 Socorro Logistic Center U-1
 Tracts 12-A, 10, 11 & 13, Block 5
 Socorro Grant



CITY OF SOCORRO



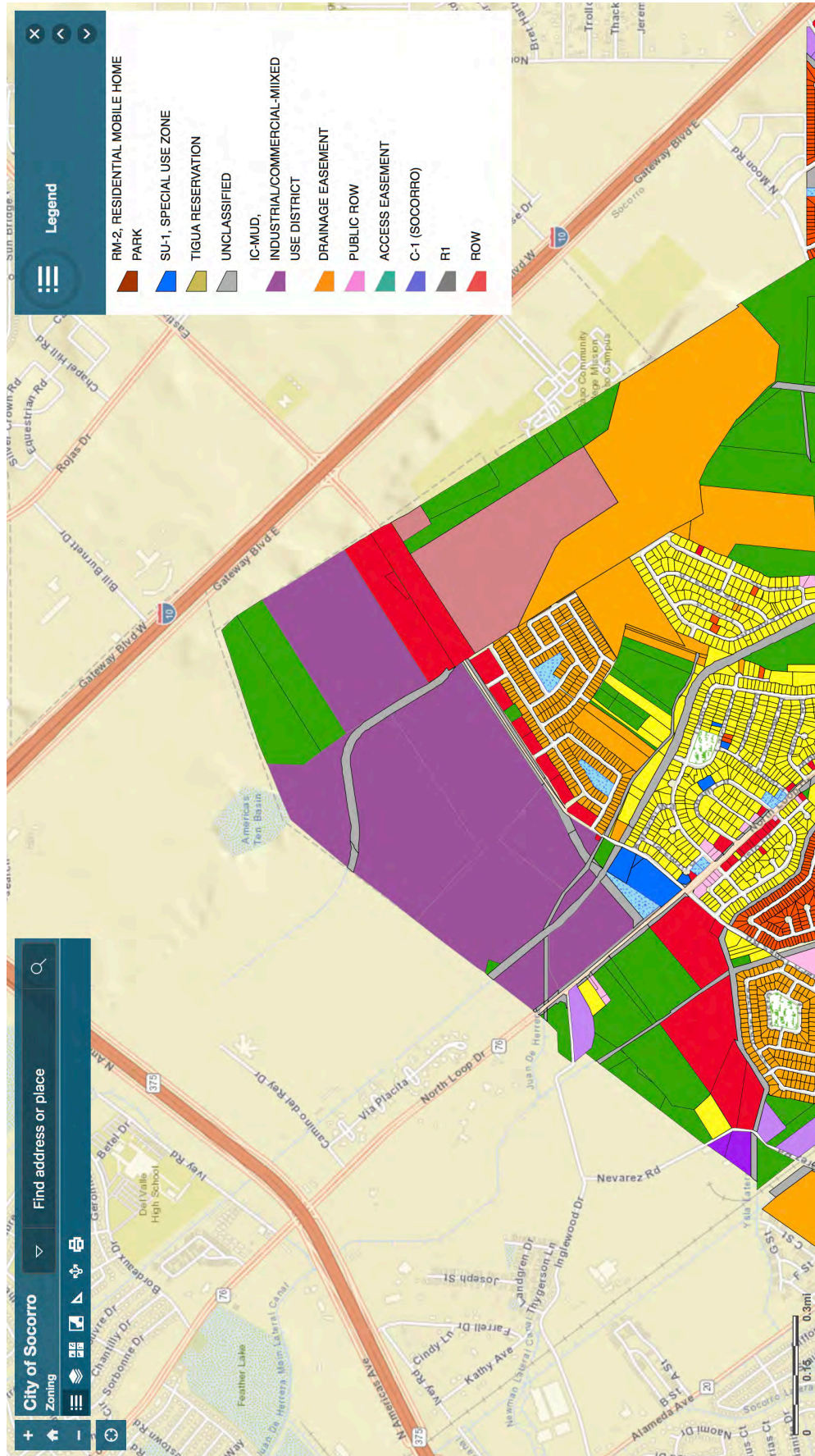
LOCATION MAP

Scale: AS SHOWN

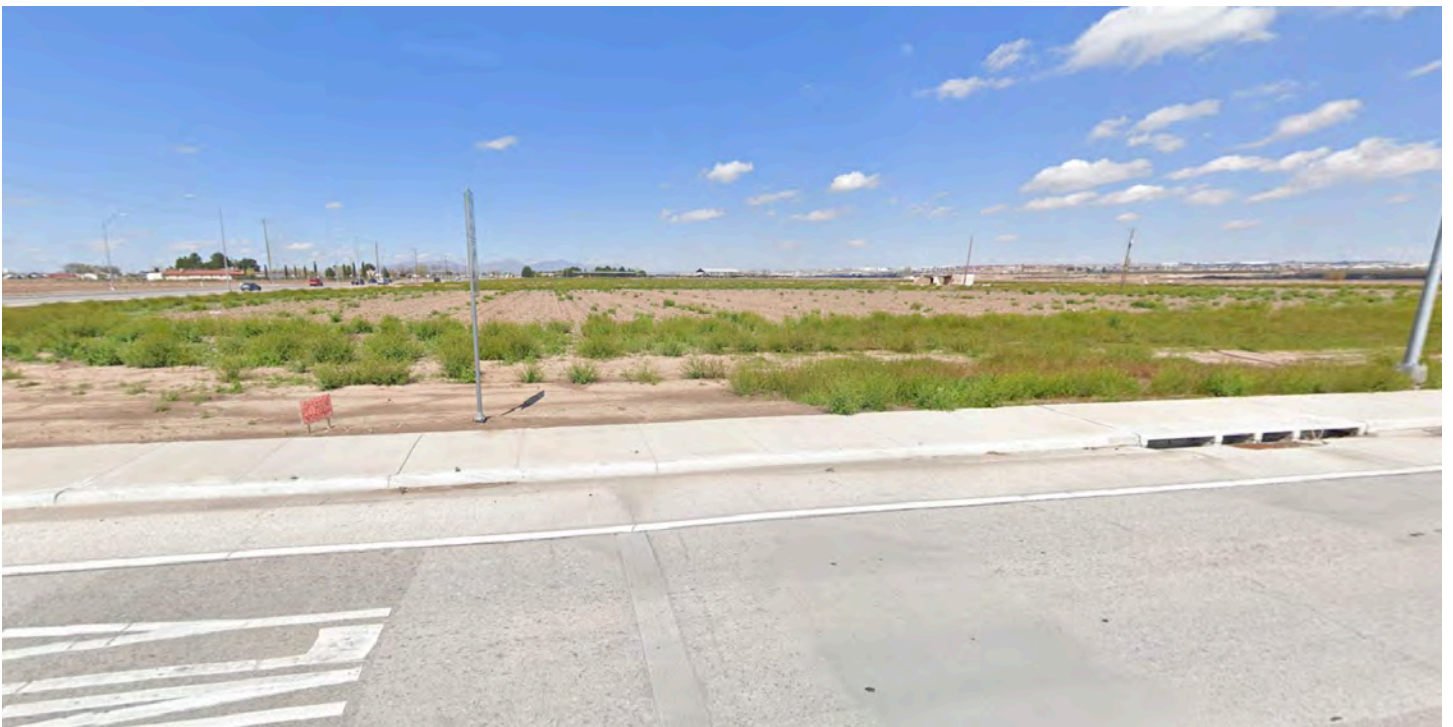
Planning and Zoning Department

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

ZONING MAP



SITE PICTURES



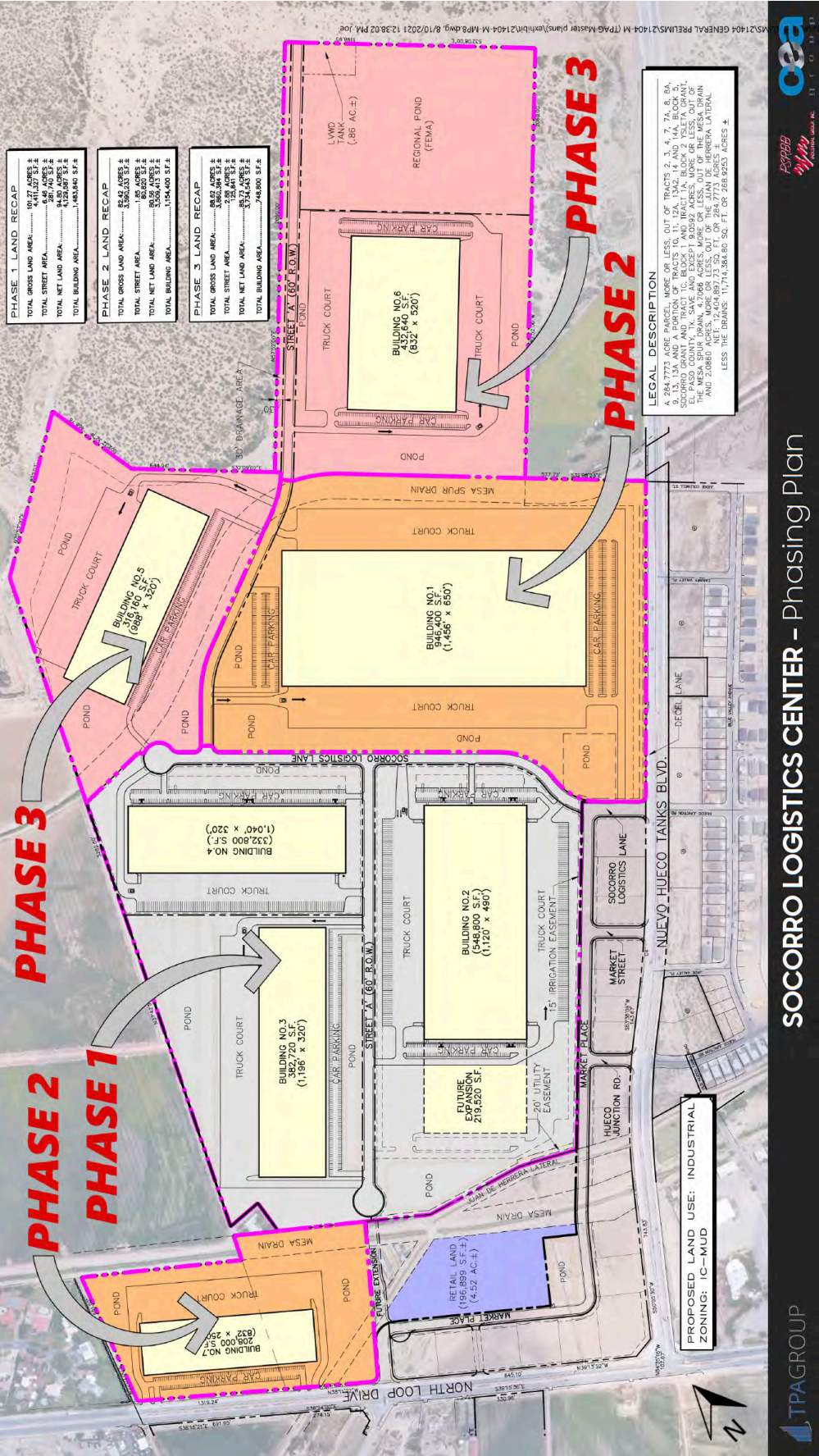
AERIAL PHOTO



AERIAL PHOTO



MASTER PLAN PHASING



SOCORRO LOGISTICS

CENTER

UNIT ONE

BEING ALL OF TRACT 7 AND 13, AND A PORTION
OF TRACTS 8, 9, 10, 11, AND 12A, BLOCK 5,
SOCORRO GRANT.
CITY OF SOCORRO, EL PASO COUNTY, TEXAS.
CONTAINING 101.27± ACRES

CIRCUIT	CURVE TABLE			LIVE TABLE		
	RADIUS	LENGTH	THICKNESS	DEPTH	WEIGHT	LENGTH
C1	275.07	249.84	158.53	245.59	502.74757	81.847
C2	300.00	266.67	166.67	266.67	502.74757	81.847
C3	350.07	328.85	17.79	31.66	502.74757	166.71
C4	350.07	328.85	17.79	31.66	502.74757	17.29
C5	350.07	328.85	17.79	31.66	502.74757	21.56
C6	330.07	304.54	164.68	267.33333	502.74757	81.56
C7	350.07	328.85	17.79	31.66	502.74757	65.07
C8	350.07	328.85	17.79	31.66	502.74757	65.07

C0	560.00	41.00	26.50	38.00	554.00	39.00	0044702
C1	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C2	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C3	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C4	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C5	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C6	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C7	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C8	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C9	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C10	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C11	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C12	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C13	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C14	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C15	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C16	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C17	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C18	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C19	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C20	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C21	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C22	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C23	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C24	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C25	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C26	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C27	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C28	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C29	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C30	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C31	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C32	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C33	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C34	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C35	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C36	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C37	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C38	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C39	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C40	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C41	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C42	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C43	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C44	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C45	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C46	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C47	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C48	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C49	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C50	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C51	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C52	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C53	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C54	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C55	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C56	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C57	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C58	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C59	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C60	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C61	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C62	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C63	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C64	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C65	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C66	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C67	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C68	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C69	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C70	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C71	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C72	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C73	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C74	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C75	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C76	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C77	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C78	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C79	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C80	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C81	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C82	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C83	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C84	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C85	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C86	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C87	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C88	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C89	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C90	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C91	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C92	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C93	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C94	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C95	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C96	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C97	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C98	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C99	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C100	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C101	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C102	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C103	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C104	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C105	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C106	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C107	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C108	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C109	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C110	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C111	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C112	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C113	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C114	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C115	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C116	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C117	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C118	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C119	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C120	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C121	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C122	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C123	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C124	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C125	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C126	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C127	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C128	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C129	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C130	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C131	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C132	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C133	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C134	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C135	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C136	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C137	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C138	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C139	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C140	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C141	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C142	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C143	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C144	470.00	38.90	18.20	38.00	554.00	39.00	0044702
C145	470.00						

MESA DRAIN

PROPOSED TURNAROUND

1" = 1 MILE

OCCORROL LOGISTICS CENTER UNIT ONE

LOCATION MAP

SOCORRO LOGISTICS
CENTER
UNIT ONE

BEING ALL OF TRACT 7 AND 13; AND A PORTION
OF TRACTS 8, 9, 10, 11, AND 12A, BLOCK 5,
CITY OF SOCORRO, EL PASO COUNTY, TEXAS.
CONTAINING 101.27± ACRES

[illegible]

CURVE TABLE				LINE TABLE			
CURVE	MAX-25	LENGTH	TANGENT	CHORD	BEARING	SECTA	
C18	30.00'	47.10'	29.86'	42.41'	578.20° 52'	589.57° 20'	LINE BEARING
C20	30.00'	29.42'	14.73'	29.38'	565.74° 45'	507.48° 50'	LINE LENGTH
C23	30.00'	47.10'	29.86'	42.41'	578.20° 52'	589.57° 20'	2.00'

ZONE:
 CON LIES WITHIN UNSHARED ZONE "A" AS DESIGNATED BY THE 1982 FLOOD INSURANCE RATE MAP, EL PASO COUNTY, TEXAS. UNIMPAVED LOT LIES BEYOND OUTSIDE 500'-YEAR FLOODPLAIN.

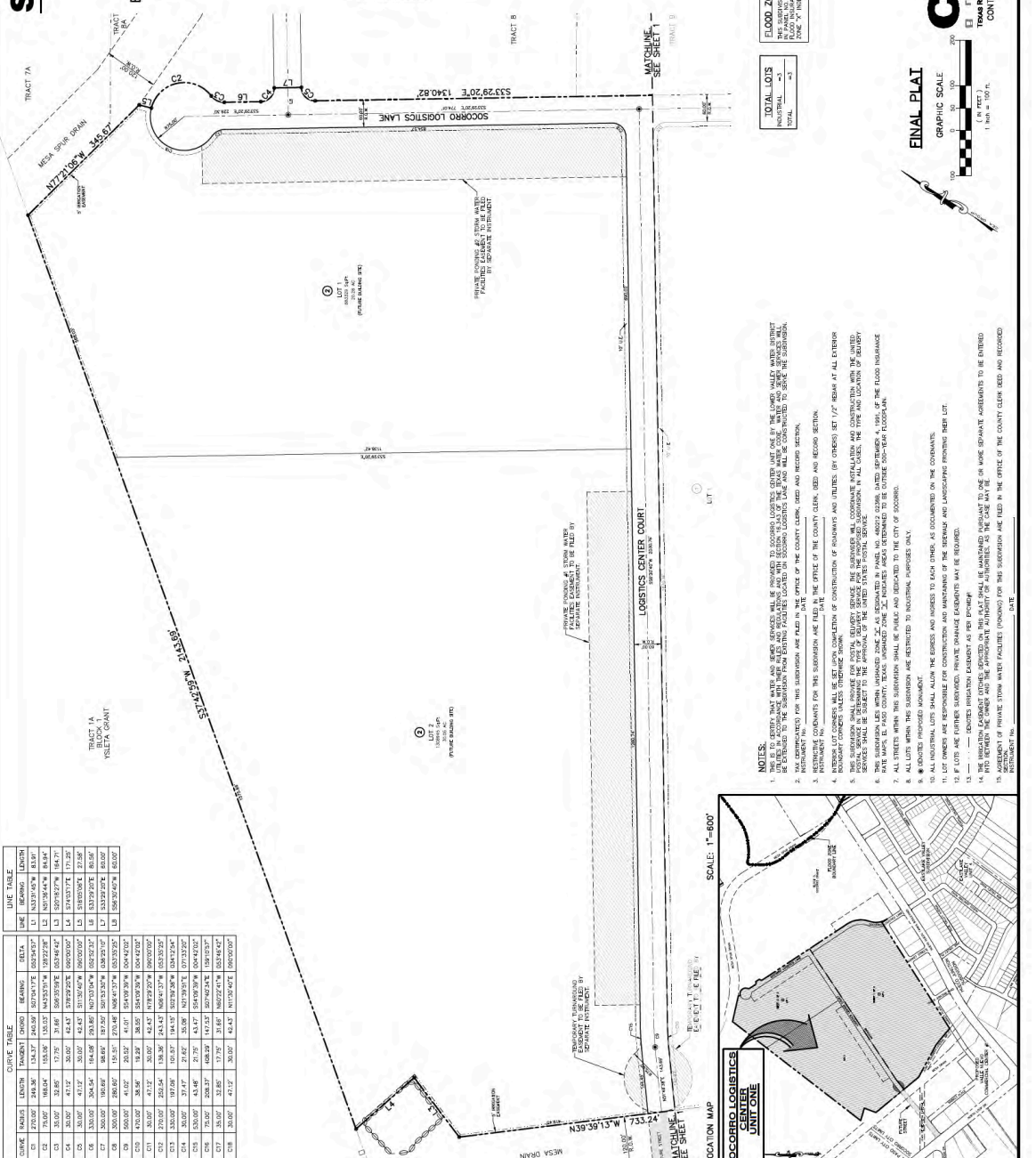
BENCH-MARK:
 BRASS PIPE ON BRIDGE LOCATED AT JUAN DE MONROIA STREET AND 10TH STREET, EL PASO, TEXAS. ELEVATION: 3025.41' (U.S. BUREAU OF RECLAMATION).

OWNER/DEVELOPER
SOCORRO LAND PARTNERS, LLC
1718 PARKWAY E. SUITE 100
ALBUQUERQUE, NM 87102
PHONE (505) 262-5603
FAX (505) 262-5603

ENGINEER
CONTACT: ADAM DUERR, DEVELOPMENT DIRECTOR
SURVEYOR

CONSULTING COMPANY
7790 N. LEST TAVENOR DR SUITE
EL PASO, TEXAS 79936
TEL (915) 633-6422
CONTACT: CARLOS M. JIMENEZ, R.P.L.S.

SHEET 2 OF 2
DATE OF PREPARATION: NOVEMBER 2008





CITY OF SOCORRO
CITY COUNCIL MEETING Meeting Date:
January 20, 2022

PRELIMINARY PLAT APPROVAL /
VARIANCE REQUEST
STAFF REPORT

SUBJECT:

A RESOLUTION APPROVING A PRELIMINARY PLAT AND VARIANCE REQUEST.

NAME:

VALLE NUEVO UNIT 1 PRELIMINARY PLAT

PROPERTY ADDRESS:

N/A

**PROPERTY LEGAL
DESCRIPTION:**

A portion of Tracts 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, AND 6C, BLOCK 5 SOCORRO GRANT, SOCORRO, TEXAS.

PROPERTY OWNER:

ESCO Industrial LLC and Lower East Valley Holding Co.

REPRESENTATIVE:

Jorge Ascarate, CEA Group

PROPERTY AREA:

56.04 Acres

CURRENT ZONING:

R-2 (Medium Density Residential)

CURRENT LAND USE:

Vacant

FUTURE LAND USE MAP:

Residential, Commercial, and Highway

PROPOSED LAND USE:

Residential and Commercial

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:

Applicant is requesting subdivide 56.04 acres into 230 total lots. The applicant is requesting approval of the Preliminary Plat. The subdivision includes four (4) commercial lots, one (1) lift station, two (2) parks, three (3) ponds, two-hundred-thirty (230) residential lots, and the dedication of land for the future extension of Nuevo Hueco Tanks Road. The applicant is requesting a variance to allow lots of less than 6,000 SF. The current R-2 district allows a minimum of 6,000 SF lots.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Preliminary Plat and of the lot size variance.

BOARD RECOMMENDATION: PNZ voted to APPROVE (3-2; 2 absences) 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

RESOLUTION ____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR VALLE NUEVO UNIT ONE SUBDIVISION BEING A PORTION OF TRACTS 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, AND 6C, BLOCK 5, SOCORRO GRANT, SOCORRO, TEXAS AND APPROVAL OF A VARIANCE TO ALLOW FOR LOTS SMALLER THAN 6,000 SQUARE FEET.

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

That the property being A portion of Tracts 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, and 6C, Block 5, Socorro Grant, Socorro, Texas has been granted approval of a Preliminary Plat and approval of a variance to allow for lots smaller than 6,000 square feet as per the Subdivision Ordinance of the City of Socorro.

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

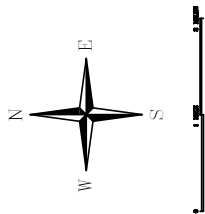
CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

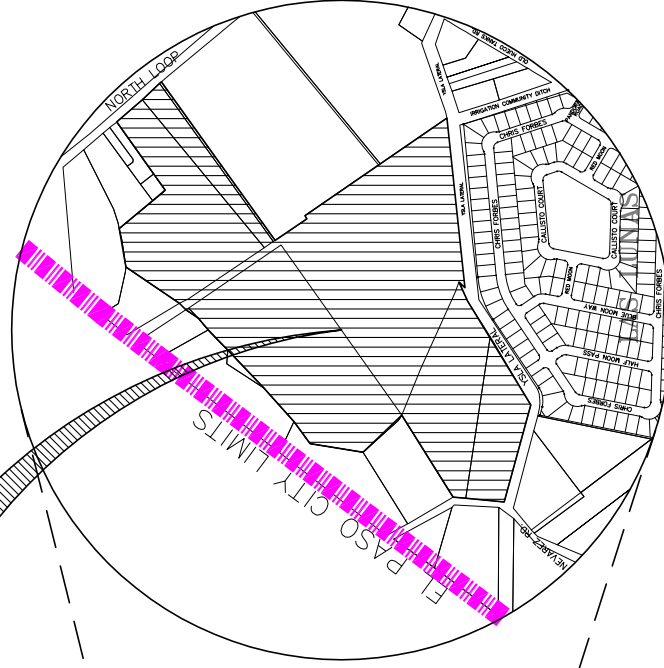
LOCATION MAP



PROJECT SITE;
 Valle Nuevo U-1 Subdivision
 Tracts 6-A,1-B,1-C,1-D,1-D-2
 2-A,1-D-3,1-D-1. Block 6.
 Socorro Grant



CITY OF SOCORRO



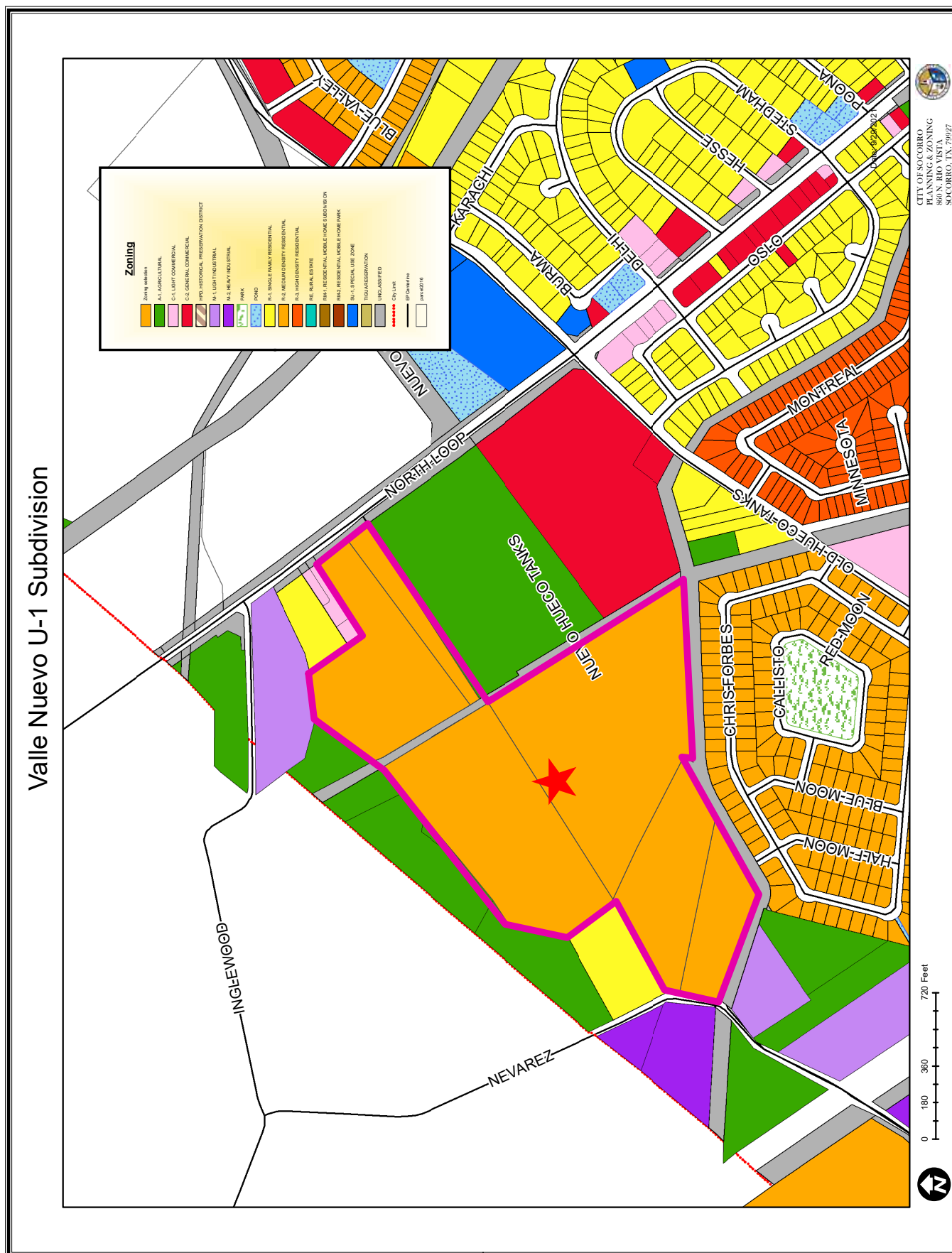
LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

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

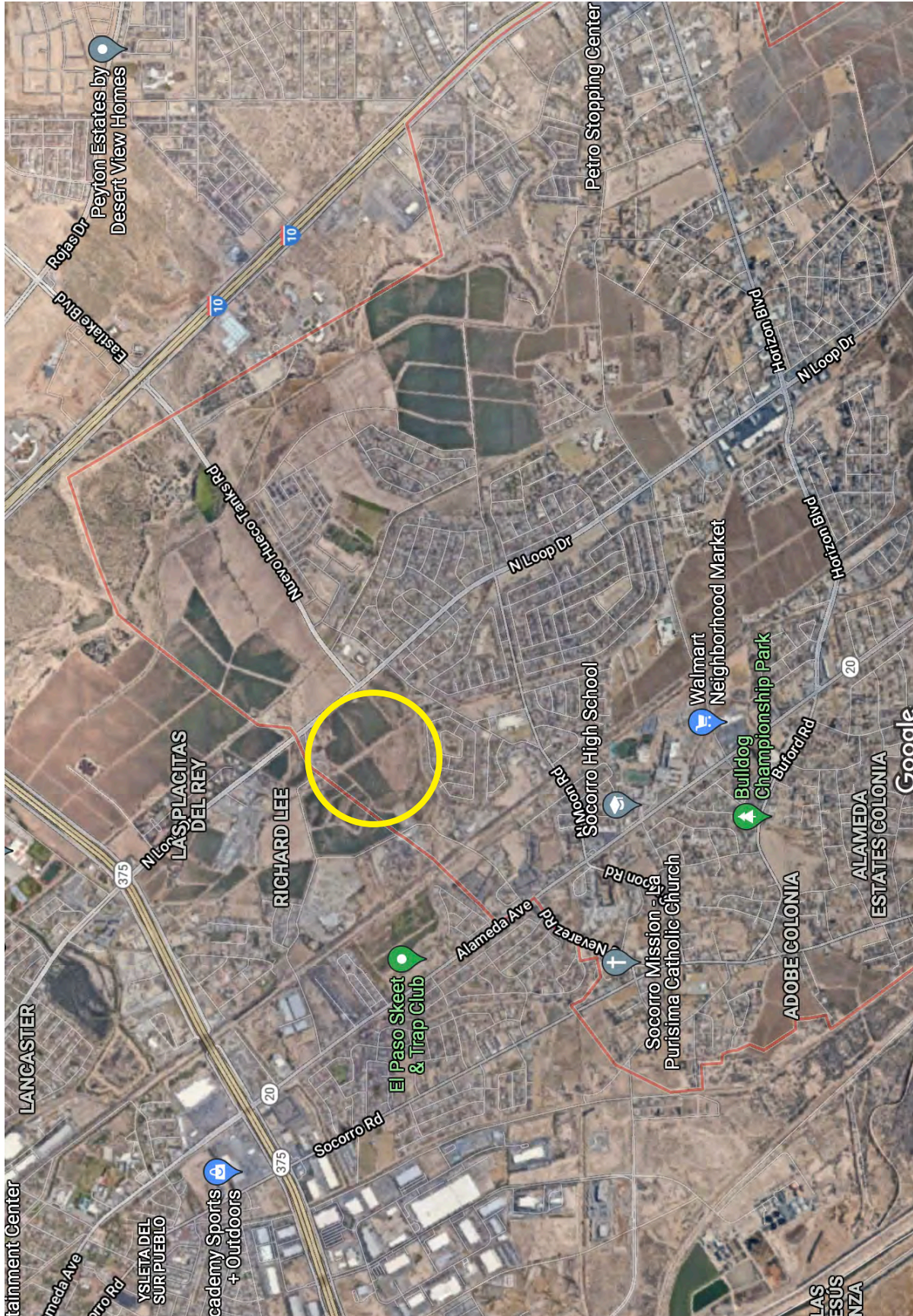
ZONING MAP



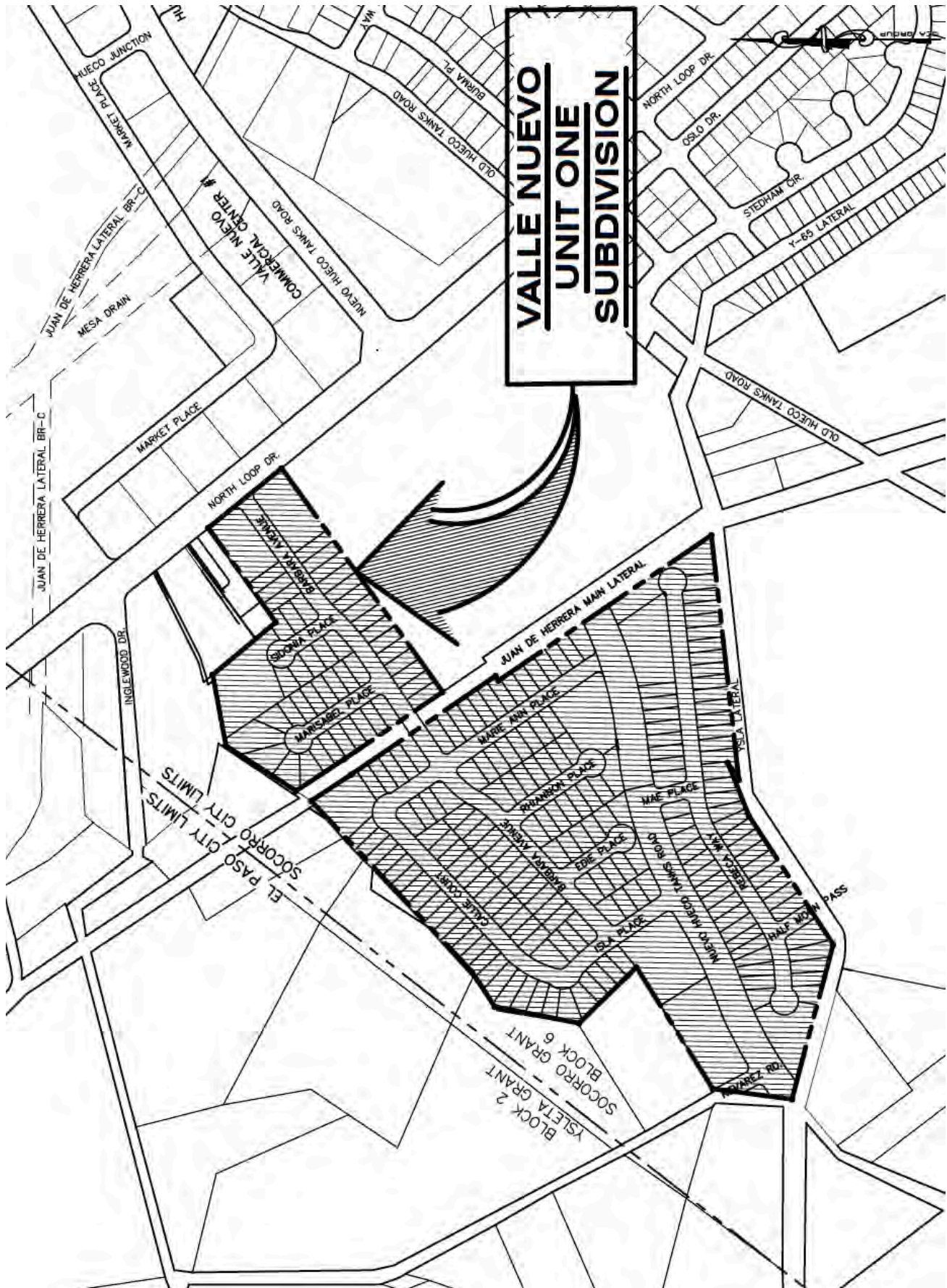
AERIAL PHOTO



AERIAL PHOTO



PLAT LOCATION



**VALLE NUEVO UNIT ONE
SUBDIVISION**

A PORTION OF TRACTS 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 442B, 4B1, 4B2, 4C, 6A, 6B AND 6C
BLOCK 5, SORCRO GRANT
SORCRO, EL PASO COUNTY, TEXAS
CONTAINING 56.04 ACRES ±
(SHEET 1 OF 2)

[illegible]

BENCHMARK:

WAS SET ON ROCK SLATE AT ALA SCIENCE
FIELD, at 4 ft on EUTILE CLIFF NORTH OF
CLIFF TOP. 2000' W. Base. F.S. L.A. 7-9-67

FLOOD ZONE

THIS SECTION OF RICH IN 1982 IN CHANNEL BED.
WAS 200'-250'-wide. EXTENDED TO THE
FLOOD PLAIN AND WAS A 100' SOUTH BANK
THE FLOODING AREA OF APPROX. 100,000.

TOTAL LOTS	
CHANCE 14	1
MT JARDIN	1
PAF	2
NOEL	3
ICEG 14	200
TOTAL	210

PRELIMINARY PLAT

GRAPHIC SCALE

0 25 50 100 150

1 IN. = 100 FT.

1 IN. = 100 FT.

OWNER
BRE DEVELOPMENT, LLC
357 BORDLAND ST. #1
B. PARK, TORONTO, ONT.
M6P 1E5
TEL: (416) 263-2628
CONTACT: ENRINE ESCOBAR

[illegible]



 Texas Department of Transportation
© 2015 TEXAS DEPARTMENT OF TRANSPORTATION

DANNENBAUM
ENGINEERING CORPORATION

NUEVO HUECO TANKS
PROPOSED ALIGNMENT

TE	TYPE	PROJECT NO.	REV
6	TE-AS		C
DATE 01/10/19	ISSUED	SECTION NO.	NO OF SHEETS
24	EL. P&SO	0024	06

ITEM 18

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion and action to approve Mueller, Inc for the purchase of Mechanic Shop Hut in the amount of 49,995.00.

SUMMARY

PURCHASES BETWEEN \$25,000 AND \$49,999:

Purchases of goods or services between \$25,000 and \$49,999 must follow this process:

- A. Solicit three (3) competitive quotes for the goods or services AND complete the Bid Quote and Comparison Worksheet. Section 252.0125 of the Local Government Code delineates the quotation process which must be followed regarding Historically Underutilized Businesses, as follows:

A municipality, in making an expenditure of more than \$5,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to chapter 2161, Government Code. Please see mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp for HUB search.

- B. Review each quote for best overall value and select top three (3) quotes and conduct basic comparative analysis. Best overall value can be determined by (i) the purchase price, (ii) the reputation of the bidder and the bidder's good or services, (iii) the quality of the bidder's goods or services, (iv) the extent to which the goods or services meet the City's needs, (v) the bidder's past relationship with the municipality, (vi) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities, (vii) the total long-term cost to the City to acquire the bidder's goods or services, and (viii), any

other relevant criteria specifically listed in the request for bids or proposals. While best overall value is not solely determined by price, the lowest bid should be recommended, unless you can show that a higher bid provides the best overall value based on the foregoing factors, which must be listed in the bid specifications if they are to be considered. Note that you will need to retain all quotes for Fiscal Year End + 3 years.

- C. Forward your recommendation along with at least three (3) quotes to the City Manager for approval.
- D. The City Manager will make the recommendation to City Council.
- E. Once recommendation has been approved by City Council, submit an electronic Purchase Requisition to Director of Finance. The Requisition must include the City Council meeting date and agenda item number where the purchase was approved on the notes.

STATEMENT OF THE ISSUE

	Company	Phone Number	Website/Email
Vendor #1	Armstrong Steel Corporation	970-427-2202	mike.c@armstrongsteel.com
Vendor #2	Federal Steel Systems	720-475-1354 xt. 230	adam.hoffman@federalsteelsystems.com
Vendor #3	Mueller Inc	877-268-3553	n/a
Vendor #4			
Vendor #5			

	Price	Availability (Meet timeline)	Previous Experience	Rank
Vendor #1	63,004.93	Yes		3
Vendor #2	63,760.00	Yes		2
Vendor #3	49,995.00	Yes		1
Vendor #4				

FINANCIAL IMPACT

Account Code (GF/GL/Dept): CO 2019

Funding Source: CO 2019

Amount: \$49,995.00 +

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

Decline all quotes

STAFF RECOMMENDATION

Staff recommends approval to purchase from Mueller Inc.

REQUIRED AUTHORIZATION

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

ITEM 19

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion and Action to proceed with Phase II of Sidewalks.

SUMMARY

On September 9, 2021, Council approved \$400,000.00 for sidewalk outside the Safe Routes to School network.

Please see attached documentation received by DEC.

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

Deny requests

STAFF RECOMMENDATION

N/A

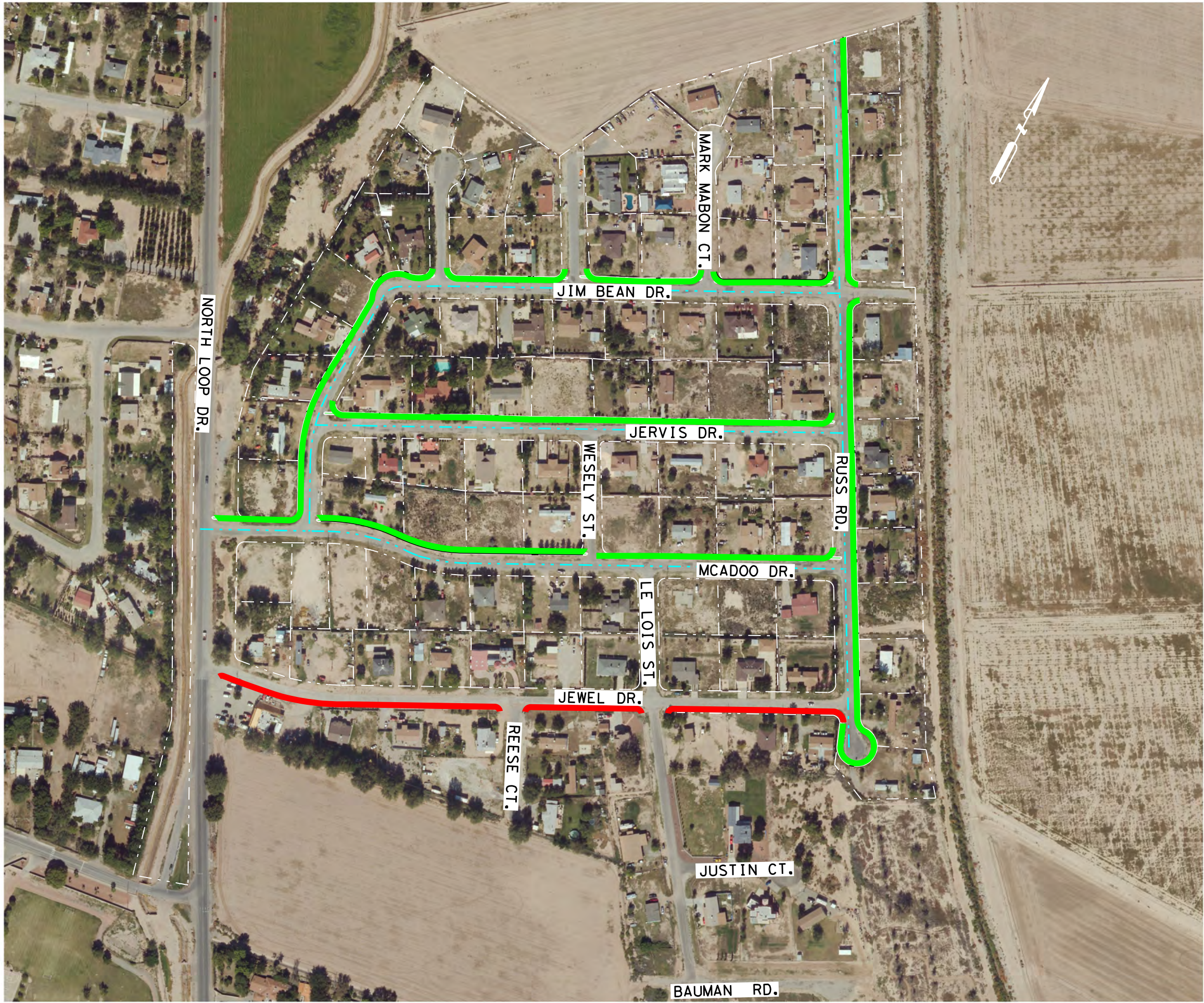
REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PHASE I SIDEWALK



PRELIMINARY
SUBJECT TO REVISION
This document is released
for the purpose of interim
review only under the
authority of:
Jose L. Reyes
P.E. 91965 on 11/30/2021
It is not to be used for
bidding, construction, or
permit purposes.



DEC
ENGINEERING
DEC ENGINEERING CORPORATION - EL PASO, LLC
T.B.P.E. FIRM REGISTRATION #14531
10737 GATEWAY BLVD. WEST, STE 112 EL PASO, TX 79935 (915)629-0401

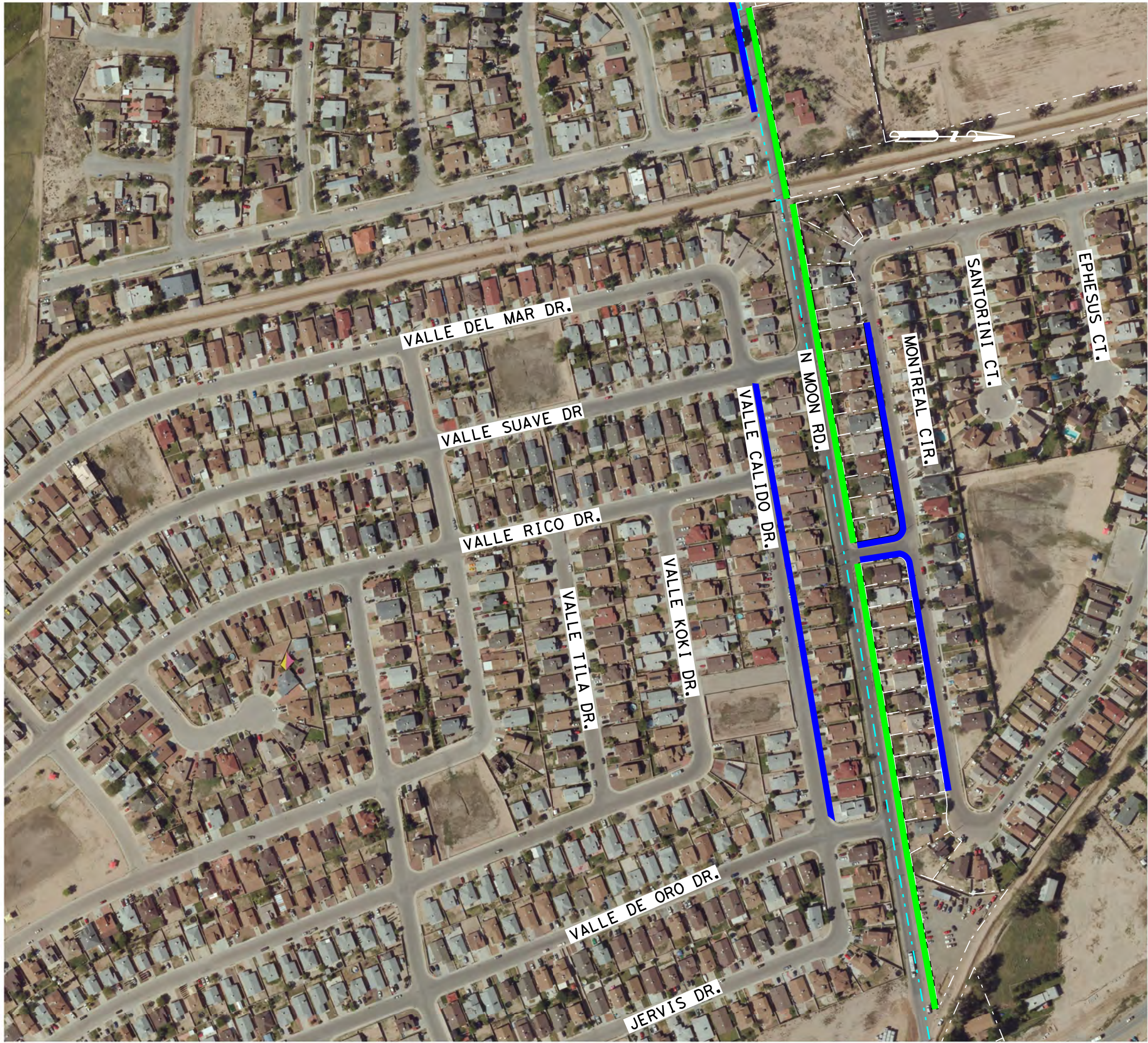
RIO VISTA RD

**McADOO ST.
McADOO SUB DIVISION**

SCALE: HOR: 1" = 40'
SCALE: VER: 250" = 10'

PROJECT NO.				SHEET NO.
4935-06				
STATE		CITY		
TEXAS		SOCORRO		
CONT.	SECT.	JOB	ROADWAY	
0924	06	423	RIO VISTA	

- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PHASE I SIDEWALK



PRELIMINARY

SUBJECT TO REVISION

This document is released
for the purpose of interim
review only under the
authority of:

Jose L. Reyes
P.E. 91965 on 12/1/2021
It is not to be used for
bidding, construction, or
permit purposes.



DEC
ENGINEERING

DEC ENGINEERING CORPORATION - EL PASO, LLC
T.B.P.E. FIRM REGISTRATION #14531
10737 GATEWAY BLVD. WEST, STE 112 EL PASO, TX 79935 (915)629-0401

RIO VISTA RD

SCALE: HOR: 1" = 40'
VER: 1" = 10'

PROJECT NO.				SHEET NO.
4935-06				
STATE	CITY			
TEXAS	SOCORRO			
CONT.	SECT.	JOB	ROADWAY	
0924	06	423	RIO VISTA	

- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PHASE I SIDEWALK



PRELIMINARY
SUBJECT TO REVISION
This document is released
for the purpose of interim
review only under the
authority of:
Jose L. Reyes
P.E. 91965 on 12/1/2021
It is not to be used for
bidding, construction, or
permit purposes.



DEC
ENGINEERING
DEC ENGINEERING CORPORATION - EL PASO, LLC
T.B.P.E. FIRM REGISTRATION #14531
10737 GATEWAY BLVD. WEST, STE 112 EL PASO, TX 79935 (915) 629-0401

RIO VISTA RD

PATTI JO DR.
SUB DIVISION

SCALE: HOR: 1" = 40'
SCALE: VER: 250' = 10'

PROJECT NO.			SHEET NO.
4935-06			
STATE	CITY		
TEXAS	SOCORRO		
CONT.	SECT.	JOB	ROADWAY
0924	06	423	RIO VISTA

Proposed Socorro Sidewalk Items					
PRELIM ITEM ESTIMATE					
TXDOT ITEM	TXDOT DESCRIPTION	UNITS	ESTIMATED QTY	UNIT BID PRICE \$	TOTAL AMOUNT \$
100 6002	PREP ROW	STA	99.85	200.00	19,970.00
110 6003	EXCAVATION SPECIAL	CY	477.04	8.00	3,816.32
530 6017	DRIVEWAYS (CONC)(HESS)	SY	532.85	73.00	38,898.15
531 6001	CONC SIDEWALK (4")	SY	5,014.18	43.00	215,609.69
				Total :	278,294.15
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	5%	13,914.71
	ADA			5%	13,914.71
	SWPPP			10%	27,829.42
500 6001	MOBILIZATION	LS	1	10%	32,003.83
				Sub Total :	365,956.81
	CONTINGENCY			10%	36,595.68
				GRAND TOTAL:	402,552.49

PROPOSED SOCORRO SIDEWALK LOCATIONS											
STREET LOCATION	SIDEWALKS						DRIVEWAYS				
	LENGTH (LF)	SIDEWALK WIDTH 5 (FT)	DEPTH (IN) = 4			BASE VOLUME (CY)	DEPTH (IN) = 5				
			BASE AREA (SF)	BASE AREA (SY)	BASE VOLUME (CF)		LENGTH (LF)	BASE AREA (SF)	BASE AREA (SY)	BASE VOLUME (CF)	BASE VOLUME (CY)
Russ Rd	1702.40	5.00	8,511.99	945.78	2,837.33	105.09	270.50	1,353	150.28	563.54	20.87
McAdoo Dr	1203.22	5.00	6,016.09	668.45	2,005.36	74.27	91.91	460	51.06	191.48	7.09
Jervis Dr	1110.59	5.00	5,552.97	617.00	1,850.99	68.56	165.60	828	92.00	345.00	12.78
Jim Bean Dr	1637.28	5.00	8,186.41	909.60	2,728.80	101.07	253.62	1,268	140.90	528.37	19.57
Moon St	2384.52	5.00	11,922.60	1,324.73	3,974.20	147.19	0.00	0	0.00	0.00	0.00
Arlene Cir	497.26	5.00	2,486.31	276.26	828.77	30.70	95.58	478	53.10	199.13	7.38
Sheryl Creek	490.25	5.00	2,451.24	272.36	817.08	30.26	81.92	410	45.51	170.67	6.32
GRAND TOTAL	9,025.52		45,127.61	5,014.18	15,042.54	557.14	959.13	4,795.66	532.85	1,998.19	74.01

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT:

Discussion, action, and update on Dannenbaum Engineering Corporation (DEC) invoicing.

SUMMARY

Council will receive an update on Dannenbaum Engineering Corporation (DEC) invoicing.

STATEMENT OF THE ISSUE

The City of Socorro has received federal and state funding for several transportation projects through the Texas Department of Transportation (TxDOT) and the El Paso Metropolitan Planning Organization (EPMPO).

- Arterial 1 (1682 Blvd) (CSJ: 0924-06-563)
- Nuevo Hueco Tanks Rd. Extension Project (CSJ: 0924-06-607)
- Rio Vista Bridge Replacement Project (CSJ: 0924-06-423)
- Bovee Bridge Replacement Project (CSJ: 0924-06-424)
- Passmore Shared-Use Path (CSJ: 0924-06-604)

The City of Socorro has contracted Dannenbaum Engineering Corporation (DEC) to complete preliminary schematics and environmental engineering work in connection with these projects.

The process to secure reimbursement from TxDOT is as follows:

- The City of Socorro must first pay DEC and then request reimbursement for eligible expenses paid to DEC and their subcontractors from TxDOT.

- The City prepares a reimbursement packet including all invoices, timesheets, and backup documentation provided by DEC and subcontractors and submits this reimbursement packet to TxDOT.
- TxDOT reviews all invoices, timesheets, and backup documentation in each reimbursement packet and provides a reimbursement for eligible expenses paid to DEC and subcontractors.

Please see backup attached for a detailed list of invoices and TxDOT reimbursements.

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

No action requested

STAFF RECOMMENDATION

No action requested

REQUIRED AUTHORIZATION

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

Rio Vista Bridge Replacement (0924-06-423) - WA No. 6																				
41 Hours - Total Staff Hours Logged on 13 Invoices																				
Reimbursement No.	Period	Dannenbaum Invoice No.	Dannenbaum Invoice Amount	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Notes	Amount PAID TO PRIME CONTRACTOR	Check No.	Check Date	REIMBURSEMENT Amount Requested	Amount Reimbursed	Reimbursement Receipt Date
423-01	9/01/2020 - 9/30/2020	493506-01-XVI	\$ 3,445.58	12.03.2020	On 12.17.2020 - Please revise and resubmit invoice to adjust the total amount - per the agreement 80% Federal, 10% State at 90%, and 10% (REDCL) Local.	01.11.2021	On 01.20.2021 - I reviewed the invoice attached are my comments; please review and revise.	01.20.2021						Reimbursed	\$ 3,445.58	1998	12/4/2020	\$ 3,684.80	\$ 3,684.80	2/9/2021
423-02	10/01/2020 - 10/31/2020	493506-02-XVI	\$ 18,931.65	03.10.2021	On 04.06.2021 - Unfortunately, I am unable to process the attached invoice; due to the following discrepancies. The mathematical error displayed below changes all the total amounts. Dannebaum did not add the 206.63 to the total as indicated below. Please make the corrections and resubmit. On 04.07.2021 received correction from Mr. Reeves	04.23.2021	None							Reimbursed	\$ 18,931.65	2035	6/30/2021	\$ 18,328.70	\$ 18,399.13	6/28/2021
423-03	11/01/2020 - 11/30/2020	493506-03-XVI	\$ 17,044.38	04.23.2021	None									Reimbursed	\$ 17,044.38	2035	6/30/2021	\$ 16,511.26	\$ 16,511.26	5/24/2021
423-04	12/01/2020 - 12/31/2020	493506-04-XVI	\$ 24,262.27	04.23.2021	On 05.06.2021 - Could you please send me the contract and the WA for this project. I need to verify the mileage allowed on one of the subcontractors. On 06.29.2021 - I will have to seek guidance from Division regarding the excess amount charged for miles as indicated in this invoice. From DEC on 06.29.2021 - Ms. Rodarte, can you explain to TxDOT that the charges are not "per miles". According to the approved WA, the units are vehicle "cost is per Trip" at a unit cost of \$45 per trip. I hope this clarifies TxDOT's questions. On 06.30.2021 from TxDOT: For clarification purposes the trip charge is this for (miles) mileage only? Because from what I gathered from the supporting documentation the hours for review and updating the marking boring location are being performed by Sergio Chavez is this correct? On 07.14.2021 - Discussed the trip charge with Division, we will go ahead pay the trip charge according to contract as per Qty and unit cost. Will submit invoice for processing.									Reimbursed	\$ 24,262.27	2035	6/30/2021	\$ 23,462.09	\$ 23,462.09	7/30/2021
423-05	01/01/2021 - 01/31/2021	493506-05-XVI	\$ 8,877.59	04.23.2021	None									Reimbursed	\$ 8,877.59	2035	6/30/2021	\$ 8,805.11	\$ 8,805.11	5/24/2021
423-06	2/1/2021 - 2/28/2021	493506-06-XVI	\$ 15,437.87	12.09.2021	None										\$ 15,437.43	2035	6/30/2021			
423-07	03/01/2021 - 03/31/2021	493506-07-XVI	\$ 25,634.87												\$ 25,634.87	2035	6/30/2021			
423-08	04/01/2021 - 04/30/2021	493506-08-XVI	\$ 15,901.47												\$ 15,901.47					
423-09	05/01/2021 - 05/31/2021	493506-09-XVI	\$ 11,443.67												\$ 11,443.67					
423-10	06/01/2021 - 06/30/2021	493506-10-XVI	\$ 38,756.72												\$ 38,756.72					
423-11	07/01/2021 - 07/30/2021	493506-11-XVI	\$ 45,777.30												\$ 45,777.30					
423-12	8/01/2021 - 8/31/2021	493506-12-XVI	\$ 18,274.60												\$ 18,274.60					
423-13	9/01/2021 - 9/30/2021	493506-13-XVI	\$ 27,653.44												\$ 27,653.44					
Bovee Bridge Replacement (0924 06 424) - WA No. 5																				
33 Hours - Total Staff Hours Logged on 13 Invoices																				
Reimbursement No.	Period	Dannenbaum Invoice No.	Dannenbaum Invoice Amount	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Notes	Amount PAID TO PRIME CONTRACTOR	Check No.	Check Date	REIMBURSEMENT Amount Requested	Amount Reimbursed	Reimbursement Receipt Date
424-01	9/04/2020 - 9/30/2020	493505-01-XVI	\$ 3,445.58	12.03.2020	On 12.17.2020 - Please revise and resubmit invoice to adjust the total amount - per the agreement 80% Federal, 10% State at 90%, and 10% (REDCL) Local.	01.11.2021	On 01.20.2021 - Please revise invoice same comments as 0924-06-423.	01.20.2021						Reimbursed	\$ 3,445.58	1998	12/4/2020	\$ 3,684.80	\$ 3,684.80	2/9/2021
424-02	10/01/2020 - 10/31/2020	493505-02-XVI	\$ 7,023.45	03.10.2021	On 04.06.2021 - I was unable to find the actual date Mr. Medina worked on this project; could you please confirm the date of work you are billing for Mr. Medina?									Reimbursed	\$ 7,023.45	2035	6/30/2021	\$ 6,865.90	\$ 6,865.90	4/16/2021

424-03	11/01/2020 - 11/30/2020	493505-03-XVI	\$ 11,070.79	07.19.2021	On 07.19.2021 - In reviewing this invoice I could not find any timesheets nor any supporting documentation to reflect the actual dates the employees worked on this project. Please resubmit this invoice to include the supporting documentation reviewed.	09.22.2021	None											Reimbursed	\$ 11,070.79	2035	6/30/2021	\$ 10,758.69	\$ 10,758.69	10/25/2021
					On 07.20.2021 from Ale - Good afternoon Mr. Reyes, Please see the guidance from Ms. Linda Mena below regarding timesheets below. Although Ms. Blanca Serrano had advised us that timesheets were not necessary, Ms. Mena explains that the timesheets will be required for each reimbursement request. Can you please include timesheets or summary timesheets with the details below with any future invoices? I am currently reviewing reimbursement packets to make sure they all																			
					On 07.27.2021 from DEC - Alejandra, are we required to provide a Time Sheets Summary for only WA 5 & 6?																			
					On 07.27.2021 from Ale - Hi Mr. Reyes, Actually, the timesheets or time sheet summaries will be needed for all projects. Upon clarification from TxDOT finance and auditing dept., timesheets are not required only when it is a lump sum contract, which none of our WAs are, correct? (please correct me if wrong here) I do see a fee schedule for costs in the exhibits for the WAs and see contract amounts described as maximum amounts payable, thus we must submit the names, titles, dates work was done, hours, rates and totals for each invoice under each work authorization.																			
424-04	12/01/2020 - 12/31/2020	493505-04-XVI	\$ 23,027.30	11.29.2021	On 12.07.2021 - Please adjust the cover page to reflect the correct dates of service, reference attached invoice pages 23, and 27. You may cross out, type in the corrections and initial. Resubmit in this string of emails. Should you have any questions please do not hesitate to contact me at 790-4343 or b.culver@emill	12.07.2021	None												\$ 23,027.30	2035	6/30/2021	\$ 21,345.99		
424-05	1/1/2021 - 1/31/2021	493505-05-XVI	\$ 7,856.59																\$ 7,856.59	2035	6/30/2021			
424-06	2/01/2021 - 2/28/2021	493505-06-XVI	\$ 16,358.32																\$ 16,358.32	2035	6/30/2021			
424-07	03/01/2021 - 03/31/2021	493505-07-XVI	\$ 28,060.66																\$ 28,060.66	2035	6/30/2021			
424-08	04/01/2021 - 04/30/2021	493505-08-XVI	\$ 18,389.11																\$ 18,389.11	2055	11/19/2021			
424-09	05/01/2021 - 05/30/2021	493505-09-XVI	\$ 8,896.44																\$ 8,896.44	2055	11/19/2021			
424-10	6/01/2021 - 6/30/2021	493505-10-XVI	\$ 28,575.24																\$ 28,575.24	2055	11/19/2021			
424-11	7/1/2021 - 7/31/2021	493505-11-XVI	\$ 19,331.68																\$ 19,331.68	2055	11/19/2021			
424-12	8/1/2021 - 8/31/2021	493505-12-XVI	\$ 14,810.71																\$ 14,810.71	2055	11/19/2021			
424-13	9/1/2021 - 9/30/2021	493505-13-XVI	\$ 18,152.70																\$ 18,152.70	2055	11/19/2021			
Arterial 1 (0924-06-563) - WA No. 3																								
65 Hours - Total Staff Hours Logged on 13 Invoices																								
Reimbursement No.	Period	Dannenbaum Invoice No.	Dannenbaum Invoice Amount	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Notes	Amount PAID TO PRIME CONTRACTOR	Check No.	Check Date	REIMBURSEMENT Amount Requested	Amount Reimbursed	Reimbursement Receipt Date				
563-01	9/03/2020 - 9/30/2020	493503-01-XVI	\$ 43,293.36	12.03.2020	On 12.09.2020 - In reviewing this invoice I realized the total amount you are seeking reimbursement is incorrect. In the agreement you had EDC adjustments 12.6 is the State portion and 7.4 is your portion totaling 20%. The federal 80% stays the same. In other words instead of requesting 80% from Federal funds, you also have to request 12.6% state funds (EDC adjustment) total percentage 92.6%.	01.11.2021	Call on 04.30.2021 - Ms. Mena explained she needed a negative number on the local contribution	04.30.2021	None					Reimbursed	\$ 43,293.36	1998	12/4/2020	\$ 40,737.43	\$ 40,737.43	6/1/2021				

563-02	10/01/2020 - 10/31/2020	493503-02-XVI	\$ 83,519.45	03.10.2021	On 04.07.2021 - At this time I am unable to reimburse the attached invoice due to the following: The supporting document on page 4 is for 0924-06-607 Nuevo Hueco Tanks Also, please send me the contract that you have with your prime contract in order to review the per diem allowed for this project.	04.23.2021	On 04.30.2021 - Could you please give me a call to discuss the following. I am available today from 3pm - 4pm. In your invoice, please review and adjust the overage of expenditures reference Exhibit D Fee Schedule of your contract with your contract. For example: Hotel room cost before taxes must not go over 90.00 per day. If it does we are only allowed to pay 90. Per day plus taxes, and need to readjust the taxes. (Requested corrections from Mr. Reyes)	07.19.2021	On 07.20.2021 - Per our conversation, please provide the meal receipts for the per diem reimbursement.	09.22.2021	On 09.22.2021 - Please correct the following: On page 5, the meals for Mr. Perales, Mr. Pantone, and Mr. Ramos (October 1, 2020) - cross out 13.30 and input the correct amount. On page 41, crossing out and note on the meal receipt in the amount of 53.20 is divided by 3 employees who are traveling. We need to illustrate that the per diem is utilized by employee who are traveling. Mr. Jose Reyes is not considered an employee who is traveling. Also please initial after each modification/correction and resubmit this invoice. I included Mr. Wong, in this email. He is the project manager for this project.	09.24.2021	None	Reimbursed	\$ 83,519.45		\$ 76,461.61	\$ 76,461.61	10/25/2021
							On 04.30.2021 - From Mr. Reyes - Alejandra, I will discuss with our accounting to see if they have any questions. Otherwise, we will revised and re-send you the invoice.												
563-03	11/01/2020 - 11/30/2020	493503-03-XVI	\$ 117,977.45	04.23.2021	On 05.05.2021 - Please resubmit - make the adjustments accordingly as discussed in invoice 563-02 In your invoice, please review and adjust the overage of expenditures reference Exhibit D Fee Schedule of your contract with your contract. For example: Hotel room cost before taxes must not go over 90.00 per day. If it does we are only allowed to pay 90. Per day plus taxes, and need to readjust the taxes.	09.22.2021	On 10.01.2021 - Please review this invoice and resubmit I found a few timesheets that have the corner dated 7/15/2016. Also if any markups are done please initial it.	12.08.2021	None						\$ 117,977.45		\$ 109,586.11		
					On 05.05.2021 Ale to Mr. Reyes - Hi Mr. Reyes, We are getting more invoices returned by TxDOT for the same items discussed over the phone last Friday. I know we had already discussed it but please let me know if you have any questions. Ms. Mena did state she would meet with us if needed to explain in detail. In short, TxDOT needs:		On 01.01.2021 from Ale to Mr. Reyes - The attached reimbursement request was returned again due to the subcontractor timesheets having a date from 7/15/2016. Can you please update this information? They are requesting that we please initial any changes made if they are going to mark the changes.												
							On 12.07.2021 from Mr. Reyes - Angel, attached is the revised invoice. We coordinated with C&M and apparently they had a typo on the dates on the time sheet. Attached is the revised time sheet with the correct dates. We also asked they QC their invoices prior to sending them to us. Let me know if you have any further questions.												
563-04	12/01/2020 - 12/31/2020	493503-04-XVI	\$ 145,784.96	04.23.2021	None									Reimbursed	\$ 145,784.96		\$ 135,231.42	\$ 135,231.41	5/24/2021
563-05	1/01/2021 - 1/31/2021	493503-05-XVI	\$ 128,626.97	01.06.2022	On 01.12.2022 - In reviewing this invoice, I found the following discrepancies: Please correct and resubmit invoice, utilizing this stream of emails. Missing timesheets from Dannebaum Engineering to verify the dates when work was performed on this project. Meals receipts for Mr. Zamora. On page 5, of the attached invoice they are charges for Function Code 102 Feasibility studies, however on page 8, progress report 5 under work performed during 01/01/2021 through 01/31/2021 no activity, for this function code. Then on page 10, progress report 5, Work Planned for next invoice period FC 102 Report period 01/01/2021 through 01/31/2021...									\$ 128,626.97	2054	11/12/2021			
563-06	2/1/2021 - 2/28/2021	493503-06-XVI	\$ 113,307.74											\$ 113,066.10	2039	7/8/2021			
563-07	03/01/2021 - 03/31/2021	493503-07-XVI	\$ 160,871.86											\$ 160,871.86	2039	7/8/2021			
563-08	4/01/2021 - 4/30/2021	493503-08-XVI	\$ 164,048.27											\$ 164,048.27					
563-09	5/01/2021 - 5/31/2021	493503-09-XVI	\$ 152,025.82											\$ 152,025.82					
563-10	6/01/2021 - 6/30/2021	493503-10-XVI	\$ 152,092.49											\$ 152,092.49					
563-11	7/01/2021 - 7/31/2021	493503-11-XVI	\$ 110,822.73											\$ 110,822.73					

563-12	8/01/2021 - 8/31/2021	493503-12-XVI	\$	167,354.15												\$	167,354.15							
563-13	9/01/2021 - 9/30/2021	493503-13-XVI	\$	98,753.91												\$	98,753.91							
Nuevo Hueco Tanks (0924-06-607) - WA No. 8																								
45 Hours - Total Staff Hours Logged on 12 Invoices																								
Reimbursement No.	Period	Dannenaub Invoice No.	Dannenaub Invoice Amount	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Notes	Amount PAID TO PRIME CONTRACTOR	Check No.	Check Date	REIMBURSEMENT Amount Requested	Amount Reimbursed	Reimbursement Receipt Date				
607-01	10/01/2020 - 10/31/2020	493508-01-XVI REV	\$ 8,871.59	09.09.2021	On 09.14.2021 - Could you please send me the contract from your prime contractor for this project?	12.07.2021	None							Resubmitted to TxDOT on 12.07.2021	\$ 8,871.59	2028	6/23/2021	\$ 8,485.97						
607-02	11/01/2020 - 11/30/2020	493508-02-XVI REV	\$ 104,202.78	09.09.2021	On 10.04.2021 - Please revise the cover letter to reflect the months that you are seeking reimbursement and resubmit this invoice. On 10.04.2021 - Please revise the cover letter to reflect the months that you are seeking reimbursement and resubmit this invoice. In addition, page 48 needs to reflect the removal of the charges on items 4,7.	12.07.2021	None							Resubmitted to TxDOT on 12.07.2021	\$ 104,202.78	2028	6/23/2021	\$ 96,750.61						
607-03	12/01/2020 - 12/31/2020	493508-03-XVI REV	\$ 135,416.26	01.06.2022	On 01.12.2022 - In reviewing this invoice, I found the following discrepancies: Please correct and resubmit invoice, utilizing this stream of emails. Missing timesheets from Dannenaub Engineering to verify the dates when work was performed on this project.										\$ 135,416.26	2028	6/23/2021							
607-04	01/01/2021 - 01/31/2021	493508-04-XVI REV	\$ 154,101.89												\$ 154,101.89	2028	6/23/2021							
607-05	2/1/2021 - 2/28/2021	493508-05-XVI REV	\$ 106,765.04												\$ 106,765.04	2035	6/30/2021							
607-06	3/1/2021 - 3/31/2021	493508-06-XVI REV	\$ 120,836.18												\$ 120,836.18	2036	6/30/2021							
607-07	4/1/2021 - 4/30/2021	493508-07-XVI	\$ 155,601.68												\$ 155,601.68	2055	11/19/2021							
607-08	5/1/2021 - 5/30/2021	493508-08-XVI	\$ 132,462.91												\$ 132,462.91	2060	12/2/2021							
607-09	6/1/2021 - 6/30/2021	493508-09-XVI	\$ 151,506.25												\$ 151,506.25	2060	12/2/2021							
607-10	7/1/2021 - 7/31/2021	493508-10-XVI	\$ 112,721.27												\$ 112,721.27	2060	12/2/2021							
607-11	8/01/2021 - 8/31/2021	493508-11-XVI	\$ 148,520.25																					
607-12	9/01/2021 - 9/30/2022	493508-12-XVI	\$ 95,176.56												\$ 95,176.56	2060	12/2/2021							
Passmore Shared Use Path (0924-06-604) - WA No. 7																								
Only construction engineering is reimbursable. Currently in preliminary engineering phase																								
Reimbursement No.	Period	Dannenaub Invoice No.	Dannenaub Invoice Amount	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Submitted to TxDOT on Date	Comments	Notes	Amount PAID TO PRIME CONTRACTOR	Check No.	Check Date	REIMBURSEMENT Amount Requested	Amount Reimbursed	Reimbursement Receipt Date				
604-01	9/4/2020 - 9/30/2020	493507-01-XVI	\$ 1,966.31												\$ 1,966.31	1996	11/24/2020	\$ 1,843.51						
604-02	10/1/2020 - 10/31/2020	493507-02-XVI	\$ 8,026.09												\$ 8,026.09	1999	12/14/2020	\$ 7,454.86						
604-03	11/01/2020 - 11/30/2020	493507-03-XVI	\$ 8,924.58												\$ 8,924.58	2004	1/15/2021							
604-04	12/01/2020 - 12/31/2020	493507-04-XVI	\$ 40,853.06												\$ 40,853.06	2013	3/26/2021							
604-05	1/1/2021 - 1/31/2021	493507-05-XVI	\$ 8,121.46												\$ 8,121.46	2013	3/26/2021							
604-06	2/1/2021 - 2/28/2021	493507-06-XVI	\$ 12,620.08												\$ 12,620.08	2028	6/23/2021							
604-07	3/01/2021 - 03/31/2021	493507-07-XVI	\$ 7,784.72												\$ 7,784.72	2028	6/23/2021							
604-08	4/01/2021 - 4/30/2021	493507-08-XVI	\$ 12,241.95												\$ 12,241.95	2058	11/24/2021							
604-09	5/01/2021 - 5/01/2021	493507-09-XVI	\$ 25,316.63												\$ 25,316.63	2058	11/24/2021							
604-10	6/01/2021 - 6/30/2021	493507-10-XVI	\$ 17,956.86												\$ 17,956.86	2058	11/24/2021							
604-11	7/01/2021 - 7/31/2021	493507-11-XVI	\$ 17,066.60												\$ 17,066.60	2058	11/24/2021							
604-12	8/01/2021 - 8/31/2021	493507-12-XVI	\$ 5,835.57												\$ 5,835.57	2058	11/24/2021							
604-13	09/01/2021 - 09/30/2021	493507-13-XVI	\$ 10,151.29												\$ 10,151.29	2058	11/24/2021							

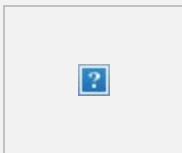
From: [Rossy Cardenas](#)
To: [City Planner: Carlos Gallinar](#); [Jose Reyes](#)
Cc: [Charles Casiano](#); [Eunice Marquez](#); [Nick Bokaie](#)
Subject: RE: Rossy Cardenas shared the folder "4935-01 General Eng. & Subdivision Review Invoices" with you.
Date: Wednesday, December 29, 2021 2:05:59 PM
Attachments: [image008.jpg](#)
[image010.jpg](#)
[image012.jpg](#)
[image015.jpg](#)
[image017.png](#)
[image018.jpg](#)
[image019.jpg](#)
[image020.jpg](#)
[image021.jpg](#)
[image022.png](#)
[image023.png](#)
[image024.png](#)
[image025.png](#)
[image026.png](#)
[image002.png](#)

Good Afternoon Carlos,

Just wanted to let you know that I unintentionally bypassed our QA/QC protocol for the Invoices I submitted to you last week (WA No. 4), and this Monday the invoices for WA No. 1. I reviewed them and made sure all information was provided, but we will make sure this will not happen again.

If you have any questions please feel free to reach me, at any time. Thank you!

Best Regards,



Rossy A. Cardenas
10737 Gateway Blvd W., Ste. 112 | El Paso, TX 79935
O 915-629-0401 | C 915-373-9471
Excellence since 1945
[DECORP.com](#)



From: City Planner: Carlos Gallinar <cgallinar@costx.us>
Sent: Wednesday, December 29, 2021 9:53 AM
To: Rossy Cardenas <Rossy.Cardenas@decorp.com>; Jose Reyes <jose.reyes@decorp.com>
Cc: Charles Casiano <financedirector@costx.us>; Eunice Marquez <Planning_clerk3@costx.us>; Nick Bokaie <Nick.Bokaie@decorp.com>
Subject: Re: Rossy Cardenas shared the folder "4935-01 General Eng. & Subdivision Review Invoices" with you.

Got it. Thanks Rossy. I appreciate the prompt response.

CG.

From: Rossy Cardenas <Rossy.Cardenas@decorp.com>

Date: Wednesday, December 29, 2021 at 9:42 AM

To: "City Planner: Carlos Gallinar" <cgallinar@costx.us>, Jose Reyes <jose.reyes@decorp.com>

Cc: Charles Casiano <financedirector@costx.us>, Eunice Marquez <Planning_clerk3@costx.us>, Nick Bokaie <Nick.Bokaie@decorp.com>

Subject: RE: Rossy Cardenas shared the folder "4935-01 General Eng. & Subdivision Review Invoices" with you.

Good Morning Carlos,

You are correct.

I apologize, my spreadsheet was incorrect as it picked up the hidden invoices which some of them have been paid already,

I have corrected it, and is attached to this email for your review and for our records.

Best Regards,



Rossy A. Cardenas

10737 Gateway Blvd W., Ste. 112 | El Paso, TX 79935

O 915-629-0401 | **C** 915-373-9471

Excellence since 1945

DECorp.com



From: City Planner: Carlos Gallinar <cgallinar@costx.us>

Sent: Wednesday, December 29, 2021 9:06 AM

To: Rossy Cardenas <Rossy.Cardenas@decorp.com>; Jose Reyes <jose.reyes@decorp.com>

Cc: Charles Casiano <financedirector@costx.us>; Eunice Marquez <Planning_clerk3@costx.us>

Subject: Re: Rossy Cardenas shared the folder "4935-01 General Eng. & Subdivision Review Invoices" with you.

Hello Rossy.

I was reviewing the invoices you sent. For Project 4935-01, I have a spreadsheet dated November 3, 2021. The total outstanding amount in that spreadsheet is, \$351,933.45.

The one that you sent this week has a Total Due amount of \$690,608.83.

We checked the math on both spreadsheets and what we come up is different from both. Our manual calculations has it at \$313,688.26.

Can you please verify the amounts and provide us with the correct figure?

Thank you so much. CG.

From: Rossy Cardenas <Rossy.Cardenas@decorp.com>

Date: Monday, December 27, 2021 at 3:43 PM

To: "City Planner: Carlos Gallinar" <cgallinar@costx.us>

Subject: Rossy Cardenas shared the folder "4935-01 General Eng. & Subdivision Review Invoices" with you.



Rossy Cardenas shared a folder with you

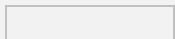
Here's the folder that Rossy Cardenas shared with you.



[4935-01 General Eng. & Subdivision Review Invoices](#)



This link only works for the direct recipients of this message.



[Privacy Statement](#)

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution, or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution, or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution, or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 2 Representative, Alejandro Garcia

SUBJECT: Discussion and Action

SUMMARY

Seeking approval for the inaugural City of Socorro softball league. Approval would let the use of Cougar Park and other city parks as needed. An agreeable amount of money is needed to jump start the league for maintenance, upgrades, advertising and other costs.

STATEMENT OF THE ISSUE

The City of Socorro Softball League would help enhance the quality of life for the citizens of Socorro through sport (softball). If its playing, cheering or just attending the game for fun, this could become a family event through the different level's ability being introduced. The city's benefit would be the entry fees per team that would help fund the league and in the future branch out and expand on athletics for adults and children.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount: \$2500 - \$5000

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

ITEM 22

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 2 Representative, Alejandro Garcia

SUBJECT: Discussion and Action

SUMMARY: The start of a youth athletic league in the City of Socorro.

STATEMENT OF THE ISSUE: The youth in the City of Socorro are left to their parent's ability to transport them and financially support their athletic aspirations outside the city of Socorro. To help with the quality of life in the City of Socorro, starting a youth athletic league with a wide range of sports. Youth sports have always been a deterrent for youth from crime and other illegal activities.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount: \$10,000

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 2 Representative, Alejandro Garcia

SUBJECT: Discussion and action to approve an increase of 3% Cost of Living (COLA) of 3% for all staff.

SUMMARY

Cost of living is the amount of money needed to sustain a certain level of living, including basic expenses such as housing, food, taxes, and health care.

Social Security and Supplemental Security Income (SSI) benefits for approximately 70 million Americans will increase 5.9 percent in 2022.

Current US Inflation Rates: 2000-2021

The annual inflation rate for the United States is 6.8% for the 12 months ended November 2021 — the highest since June 1982 and after rising 6.2% previously, according to U.S. Labor Department data published December 10. The next inflation update is scheduled for release on January 12, 2022, at 8:30 a.m. ET. It will offer the rate of inflation over the 12 months ended December 2021.

The chart and table below display **annual US inflation rates** for calendar years from 2000 and 2011 to 2021. (For prior years, see [historical inflation rates](#).) If you would like to calculate accumulated rates between two different dates, use the [US Inflation Calculator](#).

*For 2021, the most recent monthly inflation data (12-month based) is displayed in the chart.

Table: Annual Inflation Rates by Month and Year

Since figures below are 12-month periods, look to the December column to find inflation rates by calendar year. For example, the rate of inflation in 2020 was 1.4%.

The last column, “Ave,” shows the average inflation rate for each year using CPI data, which was 1.2% in 2020. They are published by the BLS but are rarely discussed in news media, taking a back seat to a calendar year’s actual rate of inflation.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8		
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4

Reference: Current US Inflation Rates: 2000-2021 | US Inflation Calculator

FINANCIAL IMPACT

Account Code (GF/GL/Dept): General Fund

Funding Source: General Fund

Amount: \$ 183,278.00 / 1st quarter of FY 140,000.00

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

Decline

STAFF RECOMMENDATION

n/a

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



ITEM 24

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

January 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 2 Representative, Alejandro Garcia

SUBJECT: Discussion and Action

SUMMARY: To direct staff to investigate increasing lighting in Socorro neighborhoods.

STATEMENT OF THE ISSUE: Lighting is a deterrent against crime and increases safety in all neighborhoods. We need to make sure to help our community to make them safer.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 3 Representative, Rudy Cruz Jr.

SUBJECT: Discussion and Action

SUMMARY:

Re- appointment of current and/or Appointment of new members who serve on City Boards

STATEMENT OF THE ISSUE:

The current terms for several of our boards have expired. I would like to exercise the re-appointment and or appointment of new members to serve on the boards. In addition I am requesting that the City provide our members with an Introduction and orientation type training for the board they will be serving on. This will assist with retaining members and also providing an overview for their job descriptions as board members.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount: Cost of Training, Cost of Material

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

Appointer	Appointee	Appointment Date	Term Ends
PLANNING AND ZONING COMMISSION			
Cesar Nevarez	Julie Dominguez	May 3 2021	Dec 1 2021
Ralph Duran	Andrew Arroyos	Sept 20 2018	December 1 2021
Victor Perez	Arturo Lafuente	March 16 2017	December 1 2021
Yvonne Colon-Villalobos	David Estrada	July 19 2018	December 1 2021
Ruben Reyes	Miriam Cruz	May 20 2021	December 1 2021
Mayor Ivy Avalos	Enrique Cisneros	Jan 3 2019	Dec 1 2021
Mayor Ivy Avalos	Ernest Gomez	Jan 3 2019	Dec 1 2021
Appointer	Appointee	Appointment Date	Term Ends
BUILDING AND STANDARDS COMMISSION ORD 378			
Cesar Nevarez			
Ralph Duran	Daniel Padilla	June 17 2021	
Victor Perez			
Yvonne Colon-Villalobos	Linda Hernandez	July 15 2021	
Ruben Reyes	Jesus Ortiz	OCT 28 2021	
Mayor Ivy Avalos	Hugo Gomez	July 15 2021	
Mayor Ivy Avalos	Gerardo Gonzalez	July 15 2021	

Appointer	Appointee	Appointment Date	Term Ends

BOARD OF ADJUSTMENTS

Cesar Nevarez	Emanuel Nevarez	June 3 2021	Dec 1 2020
Ralph Duran	Rodrigo Arras	July 2 2020	December 1 2020
Victor Perez	Jasmin Mendoza	June 3 2021	December 1 2021
Yvonne C villalobos			
Ruben Reyes	Jesus Chaidez	May 21 2020	December 1 2020
Mayor Ivy Avalos	David Oropeza	Feb 1 2018	December 1 2020
Mayor I Avalos ALTERNATE	Robert Renteria	June 7 2018	Dec 1 2020
Mayor Ivy Avalos			
Appointer	Appointee	Appointment Date	Term Ends

HISTORICAL LANDMARK COMMISSION ORD. 386 MUSEUM

Cesar Nevarez			
Ralph Duran	Mary Perez		December 1 2021
Victor Perez	Gilbert Lujan	September 11 2012	Dec 1 2021
Yvonne C- Villalobos	David Estrada	Jan 4 2017	Dec 1 2021
Ruben Reyes			Dec 1 2021
Mayor Ivy Avalos	Andrew Apodaca	Nov 18 2021	December 1 2021
Mayor Ivy Avalos	Ricardo Rocha	June 3 2021	Dec 1 2021

Appointer	Appointee	Appointment Date	Term Ends
CIVIL SERVICE COMMISSION			
Cesar Nevarez	Albert Ortiz	May 16 2019	Dec 1 2020
Ralph Duran	Alex Miranda	Oct 19 2017	Dec 1 2020
Victor Perez	Andres Chavez	June 17 2021	Dec 1 2020
Yvonne C-Villalobos	Claudia Olmos	June 3 2021	dec 1 2021
Ruben Reyes	Jesse Montelongo April 6 2017		Dec 1 2020
Mayor Ivy Avalos	Ruben Garcia	Nov 2 2017	Dec 1 2020
Mayor Ivy Avalos	Carlos Ortiz	June 3 2021	Dec 1 2020
Appointer	Appointee	Appointment Date	Term Ends
FINANCE BOARD			
CFO	C Casiano		December 1 2021
CITY MANAGER	A Rodarte		December 1 2021
COUNCIL REP.	Y. Colon-Villalobos		December 1 2021
COUNCIL REP.	Ruben Reyes		December 1 2021
Appointer	Appointee	Appointment Date	Term Ends
ETHICS COMMISSION			
Cesar Nevarez	Diana Nunez	jan 3 2019	Dec 1 2021
Ralph Duran	Pablo Barrera	October5 2017	Dec 1 2021
Victor Perez	Roxanne Jurado	July 15 2021	Dec 1 2021
Yvonne C-Villalobos	Gina Cordero	june 3 2021	Dec 1 2021
Ruben Reyes	Ernest Gomez	July 7 2016	Dec 1 2021
Mayor Ivy Avalos	Ruben Garcia	Nov 2 2017	Dec 1 2021
Mayor Ivy Avalos	Howard Capshaw	Nov 2 2017	Dec 1 2021

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 12, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 3 Representative, Rudy Cruz Jr.

SUBJECT: Discussion and Action

SUMMARY:

Extension of Historical District on Nevarez Rd. Behind the Socorro Mission

STATEMENT OF THE ISSUE:

The Historical District is one that is identified by its architectural significance and there are structures that currently stand in an area that have not been identified as such because they have been over looked or have not been studied. I would like to have this site studied and researched for its historical significance. The City of Socorro must continue to preserve the areas of its historical sites.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: Texas Historical Commission's Historic Preservation Fund

Amount: Cost of Research and Study

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

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 13, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 3 Representative, Rudy Cruz Jr.

SUBJECT: Discussion and Action to approve Resolution to support Socorro Village 34, LLC has proposed a development for affordable housing located at 148 Buford Rd., named the Socorro Village Apartments in the City of Socorro

SUMMARY

Attached you will find the scope of work, relocation plan, site plan and Think Housing Development Resume.

This company will rehab the existing Socorro Village. They will be funding the entire project themselves through a 3rd party financial institution.

In return, we have requested them to incorporate ADA compliant exercise equipment for special needs children. We have also requested the park be open to the public. The park will be built at no cost to the city and no maintenance from the city will be required.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

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

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

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

RESOLUTION 666

WHEREAS, Socorro Village 34, LLC has proposed a development for affordable housing located at 148 Buford Rd., named the **Socorro Village Apartments** in the City of Socorro, and

WHEREAS, Socorro Village 34, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 4% Housing Tax Credits for the **Socorro Village Apartments**.

IT IS HEREBY

RESOLVED, that the City of Socorro, acting through its governing body, hereby confirms that it **has no objection to** the proposed **Socorro Village Apartments** and that this formal action has been taken to put on record the opinion expressed by the City of Socorro on January 20, 2022, and

FURTHER RESOLVED that for and on behalf of the Governing Body Mayor Ivy Avalos is hereby authorized, empowered, and directed to certify this resolution to the Texas Department and Community Affairs.

PASSED AND APPROVED this 20th day of January 2022.

THE CITY OF SOCORRO

ATTEST:

Ivy Avalos
Mayor

livia Navarro
Municipal Clerk

NARRATIVE OF CONSTRUCTION WORK

Socorro Village

SITE WORK

- Seal coat and re-stripe parking lot
- New splash pad and fencing
- New gazebo at splash pad
- New community garden area with gate and fencing
- BBQ grills in common areas
- New bike rack for 21 bicycles
- New benches and picnic tables at common area
- Landscape upgrades including the addition of 100 new trees
- New concrete trash enclosures
- Accessibility upgrades with new ramps, sidewalks and stairs
- New carport structures to provide 1 covered parking space for each living unit
- New mailboxes

UNIT INTERIORS

- New solid wood cabinets in kitchens and bathrooms
- New quartz countertops in kitchens and bathrooms
- New luxury vinyl plank flooring in entire unit; upstairs and downstairs
- New sinks in kitchens and bathrooms
- All new bathroom fixtures including faucets, mirrors, towel rods and shower rods
- New bathtubs and acrylic tub surrounds
- New Kohler toilets
- All new appliances including refrigerator, range, over-range microwave, and range hood
- New garbage disposal
- All new light and electrical fixtures throughout units
- New smart thermostats, hard wired smoke and CO2 alarms
- Full interior paint

BUILDING EXTERIORS

- New Hardie siding on top half of existing buildings
- Replacement of all HVAC systems
- New light fixtures at all building exterior locations
- All new dual-pane windows, screens, and window blinds
- All new exterior doors
- Full exterior paint

SPECIAL CONSTRUCTION

- Construction of a 1500sf square foot community center to include all new offices, community space, business center, exercise room and package delivery room
- Construct 2 new living units to comply with accessibility standards.

THINK HOUSING DEVELOPMENT

RELOCATION PLAN

FOR

SOCORRO VILLAGE APARTMENTS

TX Address:

148 Buford Rd., El Paso, TX 79927

November 2021

TABLE OF CONTENTS

	PAGE
INTRODUCTION	3
PROJECT AREA DESCRIPTION	3
PROJECTED DATES OF DISPLACEMENT	3
ESTIMATED COSTS AND FUNDING FOR RELOCATION	4
ADMINISTRATIVE ORGANIZATION	4
CITIZENS PARTICIPATION	6
RELOCATION STANDARDS	6
INFORMATIONAL PROGRAM	9
OBTAINING RELOCATION HOUSING	9
RELATIONSHIP WITH SITE OCCUPANTS	10
ANALYSIS OF RELOCATION RESOURCES	11
RELOCATION ADVISORY ASSISTANCE AND BENEFITS	12
GRIEVANCE PROCEDURES	15

Attachments:

- Exhibit A** – Temporary Relocation Budget
- Exhibit B** – Notices
- Exhibit C** – Grievance Procedures
- Exhibit C-1** Grievance Compliant Form

INTRODUCTION

When it becomes necessary to acquire and develop property to permit new development, the relocation of homeowners, tenants and businesses and non-profit organizations often become necessary. This Relocation Plan describes the method of relocation implementation procedures for the fair, uniform and equitable treatment of persons displaced from their homes when development occurs. It identifies the administrative requirements for conducting relocation and sets forth relocation standards, occupancy standards, methods for obtaining other housing, payments available and other related provisions of relocation practices in accordance with applicable State and Federal relocation guidelines and regulations.

THINK HOUSING DEVELOPMENT (hereinafter referred to as “Developer”) has entered into a purchase agreement to acquire the real property located at 148 Buford Rd., El Paso, TX for rehabilitation and preservation of existing Section 8 affordable housing units.

The Developer will perform extensive rehabilitation which will include new roofing, new kitchen and bathroom cabinetry, flooring, electrical fixtures; interior and exterior paint, windows, door and door frames, driveway and walkway repairs and new landscaping. The Developer will also enhance social services and continue to provide affordable housing that will be restricted to households within the income criteria as defined by the Department of Housing and Urban Development.

PROJECT AREA DESCRIPTION

The project site currently consists of 30 two bedroom units, 12 three bedroom units and 8 4 bedroom units, for a total of 50 units. 50 of the 50 units are currently occupied.

PROJECTED DATES OF DISPLACEMENT

The rehabilitation activities for this project are anticipated to begin in July of 2022 and will necessitate the temporary relocation of all on-site tenants for a period not to exceed 30 days. The temporary relocation will be scheduled in phases as designated by the rehabilitation plan.

There are 50 housing units of which all tenants will be affected by the rehabilitation activities and all of the tenants will be required to relocate to temporary housing until rehabilitation is completed and upon completion, they will be allowed to reoccupy their original units.

ESTIMATED RELOCATION COST AND FUNDING

The total estimated relocation cost for this project is attached as an exhibit to this agreement

Source of Funds - Financing of this project involves commitment of the Developer's private financing, 4% low income housing tax credit equity from TDHCA, and permanent financing from Lument Capital in San Diego, CA.

The Developer will ensure that adequate funds to relocate all the residential households will be provided to ensure that displacement does not result in different or separate treatment of household based on race, nationality, color, religion, national origin, sex, marital status, family status, disability or any other basis protected by the Federal Fair Housing Amendment Act, the Americans with Disabilities Act, Title VI of the Civil Rights act of 1964, Title VIII of the Civil Rights Act of 1968, as well as any other arbitrary or unlawful discrimination.

ADMINISTRATIVE ORGANIZATION

The Developer will be responsible for providing relocation assistance and payments to on-site tenants displaced by the project rehabilitation activities. The Developer will meet its relocation responsibilities through the use of its staff, supplemented by assistance from consultants, local realtors, social service agencies and bodies, as enumerated in various sections of this plan.

The Developer is committed to comply with the rules and regulations of this Plan, the TDHCA Relocation Handbook, and the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended (URA) which covers all HUD-assisted programs/projects.

Developer Assurances

The Developer will not proceed with any approval of the project or other activities that will directly result in the displacement of any person until it makes the following assurances:

- Fair and reasonable relocation payments will be provided to eligible persons as required by applicable relocation guidelines.
- A relocation assistance advisory program offering relocation services will be established.
- Eligible persons will be adequately informed of the assistance, benefits, policies, practices and procedures, including grievance procedures, provided for by URA guidelines.
- Comparable replacement dwellings will be available within a reasonable period of time prior to displacement sufficient in number, size and cost for the eligible persons who require them.

- Adequate provisions will be made to assure that orderly, timely and efficient relocation of eligible persons to comparable replacement housing available without regard to race, color, religion, sex, marital status or national origin and with a minimum hardship to those affected.
- No person will be displaced until the Developer has fulfilled the obligations imposed by the applicable relocation regulations.
- No persons of low and moderate income will be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents comparable to that at the time of their displacement. Such housing will be suitable to the needs of such displaced person and will be decent, safe, sanitary and an otherwise standard dwelling.
- **No Developer, HUD or TDHCA funds will be used for the relocation of persons engaging in criminal activity or undocumented immigrants as defined by HUD in Section 49 CFR Part 24.**

Staff

The Developer has engaged relocation consultants with extensive relocation expertise that will be responsible for administering Developer's relocation assistance program to persons who are required to relocate because of proposed development activities. Beyond their professional qualifications and standing, the relocation consultants bring many years of valuable experience and skills in carrying out relocation assistance services in community development programs.

The Developer recognizes the process of displacement may be very disturbing to individuals. Therefore, the relocation consultants will work to accommodate the needs of every displaced person and there will be sufficient relocation consultants assigned to this project; including a project manager and other supportive staff, all of whom will be actively involved in the project.

Staff Functions:

The role of the relocation staff will be:

- Inform eligible persons of eligibility for relocation payments and assistance as soon as feasible following the initiation of negotiations and of the procedures for obtaining such benefits and assistance.
 - Determine the extent of the need of each eligible person.
 - Provide current and continuing information on the availability, prices and rentals of comparable sales and rental housing, if necessary and as to security deposits, closing costs, typical down payments, interest rates and terms for residential property in the area.

- Assist each eligible person to complete relocation claim for payments and benefits.
- Internally and externally inspect all replacement housing dwellings offered or found by eligible persons to determine such housing meets relocation housing standards of decent, safe and sanitary.
- Assist eligible person in obtaining and moving into a comparable replacement dwelling.
- Provide any services required to ensure that the relocation process does not result in different or separate treatment on account of race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

CITIZENS PARTICIPATION

The Developer actively encourages the involvement of potential displacees in fostering a high degree of participation in the proposed Project area and in the hearing and planning stages of the relocation process. For this purpose, the Developer plans to:

- Holding informational meetings at locations and times convenient to displacees;
- Prepare and distribute all information and materials in the language most easily understood by the tenants.

RELOCATION STANDARDS

It is Developer's objective that all residential occupants be rehoused with minimum of hardship to comparable replacement dwelling which satisfy the following:

- Be decent, safe, sanitary and comparable but not lesser in the number of bedrooms or living space and in the quality of construction, unless the displaced person expresses a desire for lesser bedrooms;
- Be in an area not subject to adverse environmental conditions;
- Be at least comparable to but no less desirable than the displaced dwelling with respect to utilities, public and commercial facilities, schools, services and employment;
- Be available to the displaced person without regard to race, color, sex, religion or national origin;
- Be within the financial means of the displaced person, including but not limited to comparable interest rates, property taxes and other recurring housing costs.

The standards set forth below have been established by the Developer to achieve these objectives. ***No displaced person will be displaced without having been offered housing which meets these standards.***

The Developer shall make a good faith effort to relocate displacees with the project area unless they choose to relocate elsewhere. Only housing that qualifies, as standard under provisions of the local housing code will be used as relocation replacement resources.

No person or families of low and moderate income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or families at rents comparable to those at the time of their displacement.

The following standards apply in measuring the quality and suitability of the housing to be offered by the relocation consultant and/or staff to an eligible person or that which a self-relocatee has selected on his own initiative.

Physical Standards

- Be structurally sound, weather tight and in good repair.
- Contain a safe electrical wiring system adequate for lighting and electrical appliances.
- Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) except in those areas where local climatic conditions do not require such a system,
- Be adequate in size with respect to the number of rooms and area of living space to accommodate the displaced person(s).
- Contain a well-lighted and ventilated bathroom providing privacy to the user and containing a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and sewage drainage system.
- Contain a kitchen area with a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system with adequate space and utility connections for a stove and refrigerator.
- Have unobstructed egress to safe, open space at ground level.
- Be free of any barriers that prevent reasonable ingress, egress or use of the dwelling in case of a handicapped displaced person.
- Every dwelling unit shall comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992.

- **Exception:** The requirements of these items shall not apply to a light housekeeping room that conforms fully to all the requirements of City code ordinance relating to such accommodations and further, in which occupancy is limited to one person.

Occupancy Standards

The following standards will be considered as guide in determining sleeping space needs for a family, always bearing in mind that the age, sex and relationship of the individual family members, or health factors may cause some variance:

Number of Bedrooms	Minimum Number of Occupants	Maximum Number of Occupants
0	1	2
1	1	3*
2	2	4
3	4	6
4	6	8
5	8	10

*Exception – If child is under 3 years of age.

Experience has shown that in most cases household are under housed. In their relocation, they will move into housing adequate to family size. In a few cases, households may currently occupy units that are, in strict conformance with the standards, larger than they require. These households are entitled to choose either to be relocated into a unit of the same size that they moved from, or if they prefer, to relocate into a smaller unit which meets the household size requirement.

Environmental Standards

It is the Developer's policy to refer displaced persons to dwelling units located in an area not subject to unreasonable, adverse environmental conditions, natural or man-made, not generally less desirable than the location of the displacement dwelling with respect to public utilities and services, schools, churches, recreation, transportation and other public and commercial facilities and within reasonable proximity to the displaced person's present and potential place of employment.

If a dwelling that satisfies these standards is not available, the Developer may consider a dwelling that exceeds them.

Emergency Temporary Housing Standards

The following standards will apply:

- Housing not meeting the Developer's established standards for relocation would not be used for emergency temporary housing.

- In no event will the emergency temporary housing offered by the relocation staff be of a less desirable character than that from which the displaced person is being moved, and such temporary housing shall be in a safe and habitable condition.
- Emergency temporary relocations made by the Developer will not diminish its obligation with respect to the displaced person's permanent relocation. The necessary costs incurred in temporary moves made at the direction of the Developer will be paid in accordance with applicable relocation guidelines and directives, as appropriate.
- If a self-relocatee moves into substandard housing and declines, without satisfactory reason, to accept standard housing to which he or she is referred, may be considered that the Developer's responsibility to the displaced person has been discharged.

INFORMATIONAL PROGRAM

The Developer will and shall continue to distribute informational materials to all persons eligible for relocation benefits and assistance. In addition, the relocation Consultants will:

- Conduct personal interviews and maintain personal contacts with all displaced persons to the maximum extent practicable.
- Through the use of meetings, newsletters and other media, all eligible persons will be kept informed on a continuing basis of project activities.
- Provide each eligible person, written notification of his or her relocation eligibility status.

OBTAINING RELOCATION HOUSING

Private Housing

For many years, the relocation consultants have been successful in soliciting cooperation from property owners, realtors, multiple listing bureaus, property management firms and others offering a wide variety of decent, safe and sanitary housing for rent and sale. Based principally on this relationship over a period of time there has been an available supply of housing and this relationship has been continually strengthened throughout the years.

The Developer will obtain and maintain current listings of standard rental and sale properties that are appropriate for relocation and that are available on a non-discriminatory basis. Information on the size, rental or sale price, financing terms and location of available units will be given to displacees seeking referrals and as necessary, the relocation staff will offer transportation or otherwise assist the displacee in their search for housing.

Special Rehousing Problems

The relocation consultants will interview tenants to obtain information pertinent to special rehousing and social needs of the individual or family household. Particular efforts will be made to anticipate and aggressively seek solutions for problems of individuals or groups of

tenants among the elderly, low income, large families, physically handicapped and unemployed.

The relocation consultant will work cooperatively with other groups and agencies make appropriate referrals and other wise obtain for tenants the assistance essential their successful rehousing.

RELATIONSHIPS WITH SITE OCCUPANTS

Informational Programs

The Developer will use personal interviews and contacts, general mailings, distribution of informational material and group and public meetings to provide information and answer questions and provide staff attendance at meetings of various groups, etc. All of these efforts will be continued throughout the project period to ensure that each site occupant is fully informed as to the time schedules, relocation program, and opportunities for such benefits.

Interviews with Site Occupants

Within a reasonable time following the “initiation of negotiations”, all project tenants will be informed as to availability of relocation benefits and assistance and the eligibility requirements thereof, as well as the procedures for obtaining such benefits. The relocation consultant will discuss and explain the contents of the Informational Statement and relocation Housing Standards including to informing tenants of their relocation rights and benefits.

The relocation staff will also update any information obtained in prior interviews with tenants and ascertain precise relocation needs and problems. On this basis, tenants will be assisted in formulating and carrying out a relocation plan. This is the beginning of personalized relocation services and, as necessary, a tenant may be referred to appropriate agencies or resources for special services.

Housing Referral Services

The procedure for the referral of decent, safe and sanitary housing will be essentially one of personal contact, liaison and assistance by the relocation consultant. The staff will work closely with displacees until they are permanently or temporarily rehoused.

Inspection of Relocation Housing

All housing to be offered displacees will be internally and externally inspected by the relocation consultant in advance and only those meeting the established standards in accordance with applicable relocation regulations would be considered for permanent relocation.

Housing occupied by displaced tenants moving outside the city limits of the City of Fort Worth will be inspected when possible, by a building official of that community authorized to perform such inspection.

Self-Relocates

Tenants finding their own housing will be urged to notify relocation consultant in advance so that the selected housing may be inspected beforehand. However, should the displacee move without giving notice or leaving a forwarding address, every effort will be made to locate the displacee promptly to determine the quality of relocation housing and to assure an understanding of the relocation assistance entitlement. Tracing efforts will not be abandoned until appropriate contacts with the post office, utility companies, schools, employers, etc., have been made without success.

If, upon inspection, the housing occupied by a self-relocatee is found to be below standard, such relocation will be considered *substandard* and the tenant will be advised accordingly and offered standard housing. If the displacee refuses to accept further assistance, the obligation of the Developer will be considered fulfilled.

ANALYSIS OF TEMPORARY RELOCATION RESOURCES

The Developer will engage in preliminary investigations to determine the general adequacy of the housing supply that will be called upon during the relocation of residents from the project site. Thus, the information (attached as Exhibit A) is not meant to serve as a definitive assertion of availability, but rather as an indicator of a general trend. The intent of this listing is to confirm that the City of Fort Worth does have a continuing and adequate supply of housing that should be available when relocation occurs.

Around January 2022, research of replacement housing will be conducted of available rental listings to determine the number of available decent, safe, and sanitary replacement housing units. The sources that will be used to obtain information for this study are as follows:

Personal contacts with property owners
SmartPages.com

Telephone Surveys
Rental magazines and newspapers
Property management companies
Drive by area- surveys
Internet housing resources

A preliminary survey will be conducted to determine the availability of temporary housing facilities in the project areas. An adequate supply of moderately priced temporary housing facilities will be identified by the preliminary study. Since rehabilitation will begin in mid – end of 2022, it is unlikely that the same housing units will be available.

The Developer will maintain current listings of rental dwellings and sale properties to ensure that displaced tenant households are provided access to comparable replacement dwellings. However, at the time of the temporary move, the Developer will again engage in an exhaustive effort to find as many referrals as needed to properly temporarily rehouse tenants.

RELOCATION ADVISORY ASSISTANCE AND BENEFITS

The information utilized in this Relocation Plan was obtained from documentation provided by Developer under the assumption that the obtained information is current and accurate. Although this information is preliminary and subject to verification as the process of relocation progresses but current indication is most of the tenants are low to moderate income. Tenants who may be determined ineligible for continued occupancy because of income criteria will be permanently displaced and provided relocation assistance benefits in accordance with applicable relocation regulations.

The predominant language spoken by most of the tenants in the project is Spanish and English. All relevant information and materials will be prepared in the language most easily understood by the tenants.

However, those tenants who may be determined eligible for continued occupancy will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at such housing; appropriate advisory services, including reasonable advance written notice of the date and duration of their temporary relocation; the address of a decent, safe and sanitary dwelling to be made available for the temporary period and terms and conditions of continued occupancy at the project site in accordance with applicable relocation regulations.

For those tenants who will be required to move temporarily because of rehabilitation activities will not to exceed 12 months. There will be only one temporary relocation move necessary. All conditions of temporary relocation will be reasonable and at a minimum, the tenants will be provided with the following relocation assistance and services:

Reimbursement of all reasonable out-of-pocket expenses incurred in connection with temporary relocation including:

- The actual cost incurred in moving to and from the project site.

- Any increased housing and utility costs at the temporary housing location.

Advisory services including:

- Advance written notice of the date and approximate duration of the temporary relocation;
- The address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
- Terms and conditions under which the tenant may lease and occupy a, decent, safe, and sanitary dwelling in the building upon completion of the rehabilitation.

Upon completion of the rehabilitation, tenants will be able to lease and occupy a rehabilitated unit. However, the estimated monthly rent and average utility cost may increase, but the new rent and estimated average utility costs will not exceed thirty percent (30%) of the adjusted gross income of all adult members of the household. The newly rehabilitated apartment will meet Federal and State standards for decent, safe and sanitary housing.

Temporary Relocation Notices

- **General Informational Notice**

As soon as feasible each occupant of the project unit shall be issued an appropriate Notice indicating the following:

Advise the tenant *residential household* that the rehabilitation project has been proposed and caution the tenant not to move.

Advise the person that they **will not** be displaced.

- **Notice of Non Displacement** - As soon as feasible after the *initiation of negotiations* or earlier, each occupant of the property shall be issued an appropriate advisory notice, as follows:

- a) The date and approximate duration of the temporary relocation;
- b) The address of the suitable decent, safe and sanitary dwelling to be made available for the temporary period;
- c) The terms and conditions under which the tenant may lease and occupy a suitable decent, safe and sanitary dwelling in the building upon completion of the project;
- d) All conditions of temporary relocation will be reasonable.

- **Notice of Temporary Dwelling**

This notice will explain the reasonable terms and conditions under which the person may lease and occupy a unit in the project upon completion of the project.

Relocation Payment

Reimbursement of all reasonable out-of-pocket expenses incurred in connection with temporary relocation including:

- Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the site temporarily occupied housing and any increase in monthly rent/utility costs at such housing.

Filing claims for relocation payment

In order to obtain a relocation payment, a tenant will be required to submit a written claim form and supported documentation in accordance with applicable relocation regulations and as prescribed by the Developer. By prearrangement between the Developer, and the mover/contractor, tenant such arrangements confirmed in writing, the Developer may pay the mover/contractor directly.

Proration of payment

For the purpose of calculating a moving expenses or replacement housing payment where, two or more occupants living together (whether they are members of one family or not) and displaced from a single dwelling shall be regarded as one displaced tenant. If two or more such occupants submit more than one claim, an eligible tenant may be paid only his reasonable prorated share (as determined by the Developer) of the total payment applicable to a single displaced tenant. The total of the payment made to all such claimants moving from the dwelling unit shall not exceed the total payment allowable to a displaced tenant.

Documentation of Claims

Such documentation as may be reasonably required to support expenses incurred or other evidence of such expense must support a relocation claim. A tenant will be provided reasonable assistance necessary to complete and file any required claim for payment. Such as:

- If for moving expenses, except in the case of a Fixed Payment, an itemized receipted bill or other evidence of such cost incurred.
- Replacement housing payment shall require income verification for all adult household members, occupancy and responsibility of rent and utilities at the displacement dwelling, as well as the replacement dwelling.

All claims for relocation payment must be submitted to the Developer within eighteen (18) months after the tenant permanently vacates the premises.

Advance Payments

A tenant may be paid their anticipated moving or replacement housing expenses in advance of the actual move. Developer will provide an advance payment whenever later payment would result in financial hardship with particular consideration to the financial limitations and difficulties of low-income persons.

Relocation Payments Not Considered As Income

No relocation payment received by a displaced tenant person shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been re-designated as the Internal Revenue Code of 1986 or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal Law, except for any Federal Law Providing low-income housing assistance (Title 24 of the Code of Federal Regulations).

GRIEVANCE PROCEDURES

The Developer has adopted and will maintain a grievance procedure that fully compliance with State and Federal relocation grievance regulations, as outlined in applicable governing laws.

Any tenant may appeal determinations on eligibility, amount of payments, and failure by the Developer to provide comparable replacement housing. The tenant may request that someone other than the person that made the determination in question review his or her claim. The City of El Paso may review relocation cases requiring further adjudication. Additionally, the tenant may seek judicial relief from the courts.

Exhibit A – Temporary Relocation Budget

The Project, Socorro Village Apartments, is an apartment complex in the City of Socorro, TX.

The project is covered by a Section 8 Housing Assistance Payments contract. The HUD 50059's indicate that all of the current residents have income levels that will qualify them for continuing residence in the Project. The Applicant believes that 100% of the residents will therefore be income eligible at closing. At this time, we believe there are no tenants that will need to be permanently relocated and no tenants will be relocated involuntarily.

Only temporary relocation will be required to perform the rehabilitation; all relocation expenses will be paid by the Owner / Applicant in the form of Developer equity, loan proceeds from the proposed FHA financing, and tax credit equity from TDHCA, and have been budgeted as follows:

Socorro Village Construction Mobilization Budget							
TEMPORARY RELOCATION							
	# of Nights	Price Per Night	# of Units	Total			
Hotel Budget w/ kitchenette	12	\$ 125.00	50	\$ 75,000.00			
		Cost per Unit	# of Units				
Moving Costs (Moving Company, boxes, supplies etc.)		\$ 1,500.00	50	\$ 75,000.00			
Consultant		\$ 367.00	50	\$ 18,350.00			
Contingency				\$ 15,000.00			
Total Temporary Relocation Cost				\$ 183,350.00	\$ 3,667.00	per unit	

Exhibit B – Notices**GENERAL INFORMATION NOTICE -- RESIDENTIAL TENANT
THAT WILL NOT BE DISPLACED**

DATE

NAME

ADDRESS

CITY, STATE, ZIP CODE

Dear:

On _____, Think Housing Development submitted an application to TDHCA for financial assistance to rehabilitate Socorro Village Apartments building that you occupy at 148 Buford Rd., El Paso, TX 79927.

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your average monthly gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. However, under certain relocation regulations, you may be required to certify that you and your household are either citizens or nationals of the United States, or aliens who are lawfully present in the United States before you can receive relocation benefits or assistance.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact our relocation representative, Irene Rivas at **(310) 938-6844**

Sincerely,

Think Housing Development

Exhibit B – Notices (cont.)**TEMPORARY MOVE NOTICE**

DATE

NAME

ADDRESS

CITY, STATE, ZIP CODE

Dear:

On _____ we notified you that we would make extensive repairs to the building. We also told you that, if possible, we would make arrangements to move you within the building during the construction phases of the rehabilitation. However, it now appears that construction cannot be accomplished with the residents in occupancy and you will need to move off site for a temporary period of time.

This notices guarantees you the following:

1. You will move temporarily for a period of not more than twelve months (12).
2. You will continue to pay your current rent and you will be reimbursed for some of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional rent and utility costs.
3. The temporary unit will be decent, safe and sanitary and will accommodate the number of rooms for your family size according to Federal standards. This means that the temporary unit may be a larger unit than one you are currently living in, however, you will continue to pay your current rent while living in the larger unit.

The address of your temporary apartment is:

_____. This apartment will be available for you from _____ until _____. **Your rent at this unit will be _____. The rent charged to us for this unit will be _____. However, we will pay the additional rental and utility costs at this unit. If you choose to move to another apartment your temporary relocation benefit will not exceed the amount that you would receive if you moved to the unit listed above.**

Upon completion of the rehabilitation, you will be able to lease and occupy another suitable, decent, safe and sanitary apartment in the (Name) Apartment building. Your monthly rent will either remain the same as it is currently, or, if increased, a rent that will not exceed thirty percent (30%) of the adjusted gross income of all adult members of your household. The newly rehabilitated apartment will be decent, safe and sanitary and accommodate the number of rooms for your family size according to Federal standards. Of course, you must comply with the reasonable terms and conditions of your lease.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. If you elect to move for your own reasons, you will not receive any relocation assistance. If you choose not to return to the (Name) Apartments after completion of construction, you will not qualify as a displaced person, nor will you be eligible for any further relocation benefits.

If you have any questions, please contact **Irene Rivas, Relocation Consultant, at (310) 938-6844** Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

Think Housing Development

Exhibit B – Notices (cont.)

NOTICE OF NONDISPLACEMENT TO RESIDENTIAL TENANT

DATE

NAME

ADDRESS

CITY, STATE, ZIP CODE

Dear:

On _____, we notified you that Think Housing Development had applied for assistance to make extensive rehabilitation repairs to the building. On _____, our request was approved and the repairs will begin soon.

This is a Notice of Non-Displacement. You will not be required to move permanently as a result of the rehabilitation. This Notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household. Of course, you must comply with the reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitate apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs.

If you have any questions, please contact our relocation consultant, Irene Rivas, at (310) 938-6844

Sincerely,

Think Housing Development

