

*Ivy Avalos*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nevarez*  
District 1/Mayor ProTem



*Ralph Duran*  
District 2  
  
*Victor Perez*  
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.

**SUPPLEMENTAL NOTICE OF MEETING BY VIRTUAL SERVICES**

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF SOCORRO WILL CONDUCT THE MEETING SCHEDULED FOR THURSDAY JANUARY 7, 2021 AT 6:00 PM BROADCASTED FROM CITY COUNCIL CHAMBERS AT 860 RIO VISTA, RD. SOCORRO, TEXAS VIA TELEPHONE CONFERENCE AND LIVED STREAMED IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING THE NUMBER OF PEOPLE PHYSICALLY PRESENT AT OUR LOCATION (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED BELOW.

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 ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MUST CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON JANUARY 7, 2021 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. Presentation** on the City of Socorro Community Initiative's (CSCI) Year 1 Annual Report to City Council.

*Alejandra Valadez*

**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 Special Council Meeting Minutes of November 16, Regular Council Minutes November 19, Regular Council Minutes December 3, Special December 8 and December 17, 2020.

*Olivia Navarro*

## **REGULAR AGENDA**

### **GRANTS DEPARTMENT**

8. ***Discussion and action*** to approve an Agreement of Collaboration between the City of Socorro, Texas, and The University of Texas at El Paso.  
*Alejandra Valadez*
9. ***Discussion and action*** to award the Sparks Arroyo Drainage Improvements Phase II (Bid 20-03) construction contract for TxCDBG Contract 7218460 to CMD Endeavors, Inc. in the amount of \$136,970.00.  
*Alejandra Valadez*
10. ***Discussion and action*** to approve the third amendment to the CARES Act Funding Interlocal Agreement between the City of Socorro and El Paso County and authorizing the City Manager or designee to execute agreement.  
*Alejandra Valadez*

### **PLANNING AND ZONING DEPARTMENT**

11. ***Discussion and action*** to award Socorro Sidewalk Project Phase 1 Bid 20-04 to the low bidder JAR Concrete.  
*Michael Medina*

### **CITY MANAGER**

12. ***Discussion and action*** to approve Resolution 631 to appoint Mayor, Ivy Avalos or any Council Member to be a board member to the Transportation Policy Board of El Paso Metropolitan Planning Organization.  
*Adriana Rodarte*
13. ***Discussion and action*** to appoint Mayor, Ivy Avalos or any Council Member to be a committee member to the Transportation Project Advisory Committee with El Paso Metropolitan Planning Organization.  
*Adriana Rodarte*
14. ***Discussion and action*** to appoint one elected council members to become Investment Officers to the Socorro Public Finance or Investment Board per Ordinance 250 amendment 1 and Ordinance 321.  
*Adriana Rodarte*
15. ***Discussion and action*** on city manager's contract.  
*Adriana Rodarte*
16. ***Discussion and action*** to renew District Office Space agreement for Tony Gonzales Congressman District Representative.  
*Adriana Rodarte*
17. ***Discussion and action*** to award RFP 20-05 State Legislative Lobbying Services to Forma Group, LLC in the amount of \$54,000.00 to provide a valued approach to representation during the 2021 Legislative Session and authorize city manager or her designee to sign contract.  
*Adriana Rodarte*
18. ***Discussion and action*** to direct staff to prepare COVID-19 Vaccination and public health response plan.  
*Adriana Rodarte*



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:***

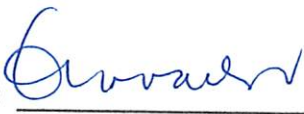
**19. Discussion and action** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters.  
***Adriana Rodarte***

**20. 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***

**21. Ralph Duran v. City of Socorro, Texas, and International Eagle Enterprises, Inc. d/b/a Eagle Construction and/or Eagle Transportation**, in the 120<sup>th</sup> District Court of El Paso County, Texas, Cause No. 2020-DCV3246 [551.071].  
***James A. Martinez***


**22. Adjourn**

**DATED THIS 4<sup>th</sup> DAY OF JANUARY, 2021**

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 4<sup>TH</sup> DAY OF JANUARY, 2021**

By:   
\_\_\_\_\_  
**Olivia Navarro, City Clerk**

Agenda posted: 1-4-2021 on C 11:50  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_

**Ivy Avalos**  
Mayor  
  
**Ruben Reyes**  
At Large  
  
**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2  
  
**Victor Perez**  
District 3  
  
**Yvonne Colon-Villalobos**  
District 4  
  
**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator**

**SUBJECT:**

Presentation on the City of Socorro Community Initiative's (CSCI) Year 1 Annual Report to City Council.

**SUMMARY**

The City Council approved the formation of an affiliate 501(c)3 nonprofit organization in February 2019. Incorporated in June 2019, the CSCI will present its Year 1 Annual Report to City Council.

**STATEMENT OF THE ISSUE**

N/A

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount: \$0.00**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

*History  
Culture  
Wellness*

**CSCI**

CITY OF SOCORRO COMMUNITY INITIATIVE  
2020 Annual Report



# Executive Summary

Recognizing an opportunity to better serve the residents of Socorro, Texas, and realizing the persistent lack of non-governmental organizations (NGOs) serving the Socorro community, the City Council of the City of Socorro approved the establishment of the City of Socorro Community Initiative (CSCI) in February 2019. As an affiliate to the City of Socorro, the CSCI assists in carrying out the City’s mission to improve the Socorro community by focusing its efforts where consensus and collaboration between local government, key partners, and the community exists. The CSCI’s work as an organization is focused on the confluence of history, art, culture, health and wellness. Our projects and programs will aim to reflect the overlap between history, the arts and our culture as a way to connect communities while promoting health and wellness in Socorro, Texas.

During Year 1 of its existence, the CSCI has achieved the drafting and adoption of

its formation documents, has completed the foundational work of establishing a shared mission, vision, and values, and has begun to forge ahead with a four-year, data-driven Strategic Plan. During Year 2, the CSCI aims to formalize and implement its Strategic Plan, gather evidence of success, and cement itself as a trustworthy partner to the City of Socorro and the Socorro community. The CSCI firmly believes in the power of partnerships and collaboration to achieve our shared mission and invite you to share in our current work and future success.

**Claudia Garcia,**  
Chairman of the Board, CSCI

**Adriana Rodarte,**  
President, CSCI

June  
**2019**

YEAR 1 ANNUAL REPORT

September  
**2020**



# Beginning Steps

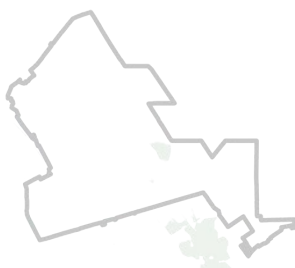
**TOWARDS A STRONG FOUNDATION**  
Incorporated in June 2019, the CSCI has worked to establish a strong foundation of leadership, collaboration, and data-driven strategies to support its future work.

June  
**2019**

**February 21, 2019**

**COUNCIL APPROVAL**

City Council approves the formation of a 501(c)3 non-profit organization to support and further the City's mission.



**June 27, 2019**

**INCORPORATION**

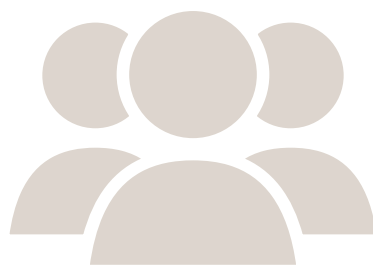
The City of Socorro Community Initiative (CSCI) files its Articles of Incorporation and Certificate of Formation with the Secretary of State.



**July 2019**

**BYLAWS AND BOARD**

The CSCI drafts its Bylaws and recruits community leaders to serve in the CSCI Board of Directors. Directors are appointed by City Council on July 2nd, 2019.



**August 14, 2019**

**FIRST BOARD MEETING**

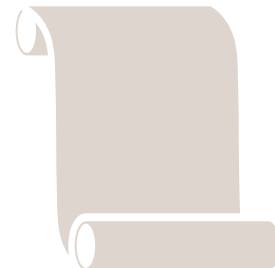
The CSCI Board of Directors meets for the first time and adopts its organizational Bylaws.



**March 23, 2020**

**IRS DETERMINATION**

The CSCI receives its IRS Determination Letter establishing its exemption from federal income tax under Section 501(c)3 of the Internal Revenue Code.



**Ongoing**

**STRATEGIC PLANNING**

Beginning on August 14, 2019, the CSCI Board begins the strategic planning process which continues to this day.



September  
**2020**

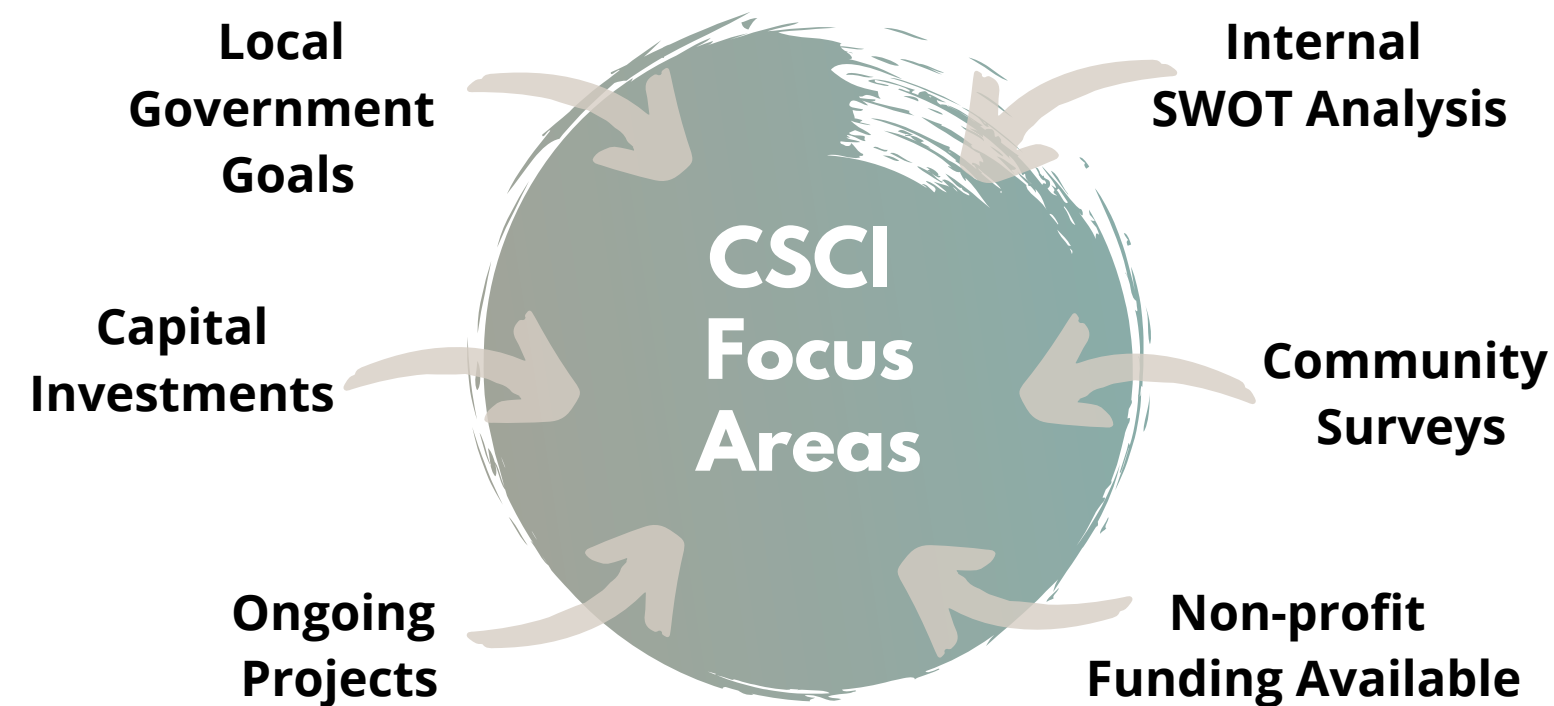


# Strategic Planning

**A VISION AND ROADMAP FOR THE FUTURE**  
CSCI Directors and Officers believe in establishing a shared vision and strategic plan by engaging local leaders and Socorro residents



## Feedback and Analysis



## A Collaborative Focus

The CSCI began its strategic planning process in August 2019 with the goal of defining the CSCI's direction and priorities. Since then, the CSCI has worked towards a data-driven and consensus-building strategic plan that leverages existing resources, partners, and stakeholders to address the needs of the Socorro community. Through this process, the CSCI hopes to amplify existing efforts and resources to make a bigger impact. The CSCI conducted an internal S.W.O.T.

analysis, met with City leaders to identify existing capital projects and investments, identified available funding sources and gaps, and conducted an external S.W.O.T. analysis through the deployment of a community survey. This information was analyzed to identify the overlaps in existing efforts, gaps in resources, and the needs of our community. The CSCI identified historic preservation and promotion, arts and culture, and health and wellness as its primary focus areas.

*"Our strongest asset is our historical Mission and the history of Socorro. The best thing about living here is the people and its culture"*

- SOCORO RESIDENT





# Mission, Vision & Values

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## MISSION

The mission of the City of Socorro Community Initiative is to promote a dynamic quality of life through advancements in cultural heritage, community development, and health and wellness in Socorro, Texas.

## VISION

We envision a flourishing community where every individual can prosper within a ooperative environment to build a vibrant future.

## CORE VALUES

<b>Community</b>	Committed to continuous communication to bring people together and invest in our community through collaborative efforts.
<b>Accountability</b>	Communicating progress towards measurable goals in a clear, consistent, and timely manner, sharing successes, and evaluating our strategic approach.
<b>Collaboration</b>	Consistent outreach to the City, our partners, key stakeholders, and the public to identify shared goals and align key strategies.

# CSCI Focus Areas

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## HISTORY

Our local history, historic sites, and oral histories are our greatest assets. The CSCI believes in preserving and promoting our local history, places, and culture, as a means of honoring those that came before us and empowering those who will come after.

## ARTS & CULTURE

The visual and cultural arts can empower individuals to engage in and transform their community. We believe in the potential of local artists and artisans to act as civic leaders and change-makers. As an affiliate to the City of Socorro, the CSCI assists in carrying out projects that incorporate the arts to engage community members in learning about our local history and culture and bring people together to move our community forward.

## HEALTH & WELLNESS

Health and wellness are the cornerstones of a vibrant community. As an affiliate to the City of Socorro, the CSCI assists in carrying out programs and projects that create opportunities for active living and well-being in Socorro, Texas. The CSCI's work focuses on tackling existing barriers that prevent children, youth, and adults from living more active and healthier lifestyles. We believe that all people should have access to health education, healthy nutritional choices, and a built environment that fosters active living for peoples of all abilities.



# Key Projects

Although the CSCI Strategic Plan is still underway, the CSCI Board has adopted a shortlist of key projects. The projects selected embody the overlaps between the CSCI's Focus Areas and are supported both by the local government and the community. Each of these projects touches on two or more CSCI Focus Areas and seeks to connect people with our history and culture and create opportunities for healthy living in Socorro, Texas.



## PASO DEL NORTE TRAIL

Supporting the extension of the county-wide Paso del Norte Trail connecting Socorro, Texas to the surrounding communities.



## RIO VISTA FARM REHABILITATION

The full rehabilitation of the Rio Vista Farm historic site for re-use as a public library, community hub, and resource center.



## PASSMORE SHARED-USE PATH

A 12-foot shared-use path for pedestrians and bicyclists connecting neighborhoods to schools, the Mission Trail, and the Ysleta del Sur Pueblo reservation.



## SOCORRO YOUTH IN CULTURE (SY!C) PROGRAM

A collaborative art program for Socorro youth focused on empowering young artists to connect with their community, history, and culture.



# Next Steps

The CSCI Board and Officers are now developing measurable goals, objectives, and key strategies as part of our strategic planning process in each of the CSCI Focus Areas. CSCI Directors and Officers are also developing the CSCI Board Manual, which provides clarity on Board duties and responsibilities, conflict of interest, Board evaluations, and more. In all of our work, the CSCI will strive to uphold our core values of **Community**,

**Accountability**, and **Collaboration**, and continue to partner with the City of Socorro, key stakeholders, and the community to identify shared goals and align key strategies. With your support and collaboration, we will work towards elevating our local history, increasing opportunities for the arts and culture, and fostering health and wellness in Socorro, Texas, during Year 2.



## CSCI BOARD OF DIRECTORS

Claudia M. Garcia

**BOARD CHAIR**

Emil Chaparro

**VICE-CHAIR**

Patricia Lopez

**DIRECTOR**

Jazmin Vasquez

**DIRECTOR**

William Correa, P.E.

**DIRECTOR**

## CSCI LEADERSHIP

Adriana Rodarte

**PRESIDENT**

Charles Casiano, CPA

**TREASURER**

Alejandra Valadez

**SECRETARY / VICE-PRESIDENT**



The logo for the City of Socorro Community Initiative (CSCI) features the lowercase letters "csci" in a bold, white, sans-serif font. The letters are contained within a white rectangular border. The background of the entire page is a teal-to-green gradient.

**csci**

**CITY OF SOCORRO COMMUNITY INITIATIVE**  
**2020 Annual Report**

**The City of Socorro Community Initiative**

Normal Trial Balance

From 10/1/2019 Through 8/31/2020

Account Code	Account Title	Debit Balance	Credit Balance
01001	Cash - Operations	3,700.00	
02000	Accounts Payable		600.00
04000	Contributions		5,000.00
05152	Accounting and Auditing	100.00	
05154	Other Professional Services	1,800.00	
Report Total		5,600.00	5,600.00
Report Difference		0.00	

**The City of Socorro Community Initiative**  
Statement of Revenues and Expenditures - Detail  
From 10/1/2019 Through 8/31/2020

	Current Period Actual	Current Year Actual
Operating Revenue		
Contributions	5,000.00	5,000.00
Total Operating Revenue	5,000.00	5,000.00
Total Revenue	5,000.00	5,000.00
Expenditures		
Professional Fees	1,900.00	1,900.00
Total Expenditures	1,900.00	1,900.00
Net Revenue Over Expenditures	3,100.00	3,100.00

The City of Socorro Community Initiative  
Expanded General Ledger  
From 10/1/2019 Through 8/31/2020

GL Code	GL Title	Doc Number	Description	Session ID	Effective	Doc Date	Debit	Credit	Tran Src
01001	Cash - Operations				Opening		0.00		
01001	Cash - Operations	20JV03INITIALBU	RECORD INITIAL BUDGET CONTRIBUTION FROM THE CITY OF SOCORRO	20JV03INITIALBU	12/17/2019	12/17/2019	1,400.00		JV
01001	Cash - Operations	0500	New Website - City of Socorro Community Initiative	APCKS-031920-T	3/19/2020	3/19/2020		1,200.00	APS
01001	Cash - Operations	20JV06ADDLFUN	RECORD ADDITIONAL FUNDS FROM THE CITY OF SOCORRO	20JV06ADDLFUN	3/19/2020	3/19/2020	400.00		JV
01001	Cash - Operations	0501	PREPARATION AND FILING FORM 990-N POSTCARD	APCKS-061820-T	6/18/2020	6/18/2020		100.00	APS
01001	Cash - Operations	20JV10COSFUND	RECORD DEPOSIT OF CITY OF SOCORRO FUNDS	20JV10COSFUND	7/17/2020	7/17/2020	200.00		JV
01001	Cash - Operations	20JV11HRRENTS	RECORD ADDITIONAL FUNDS FROM CITY OF SOCORRO	20JV11COSFUND	8/7/2020	8/7/2020	3,000.00		JV
					Transaction		<u>5,000.00</u>	<u>1,300.00</u>	
Balance 01001	Cash - Operations						3,700.00		
02000	Accounts Payable				Opening		0.00		
02000	Accounts Payable	0044	New Website - City of Socorro Community Initiative	20API03.18.2020C	3/4/2020	3/4/2020		1,200.00	API
02000	Accounts Payable	0500	New Website - City of Socorro Community Initiative	APCKS-031920-T	3/19/2020	3/19/2020	1,200.00		APS
02000	Accounts Payable	85056	PREPARATION AND FILING FORM 990-N POSTCARD	20API06.04.2020	5/31/2020	5/31/2020		100.00	API
02000	Accounts Payable	0046	8 MONTHS FOR DELUXE HOSTING AND MAINTENANCE PLAN	20API6.26.2020C	6/1/2020	6/1/2020		600.00	API
02000	Accounts Payable	0501	PREPARATION AND FILING FORM 990-N POSTCARD	APCKS-061820-T	6/18/2020	6/18/2020	100.00		APS
					Transaction		<u>1,300.00</u>	<u>1,900.00</u>	
Balance 02000	Accounts Payable							600.00	
04000	Contributions				Opening		0.00		
04000	Contributions	20JV03INITIALBU	RECORD INITIAL BUDGET CONTRIBUTION FROM THE CITY OF SOCORRO	20JV03INITIALBU	12/17/2019	12/17/2019		1,400.00	JV
04000	Contributions	20JV06ADDLFUN	RECORD ADDITIONAL FUNDS FROM THE CITY OF SOCORRO	20JV06ADDLFUN	3/19/2020	3/19/2020	400.00		JV
04000	Contributions	20JV10COSFUND	RECORD DEPOSIT OF CITY OF SOCORRO FUNDS	20JV10COSFUND	7/17/2020	7/17/2020		200.00	JV
04000	Contributions	20JV11HRRENTS	RECORD ADDITIONAL FUNDS FROM CITY OF SOCORRO	20JV11COSFUND	8/7/2020	8/7/2020		3,000.00	JV
					Transaction		<u>0.00</u>	<u>5,000.00</u>	
Balance 04000	Contributions							5,000.00	
05152	Accounting and Auditing				Opening		0.00		
05152	Accounting and Auditing	85056	PREPARATION AND FILING FORM 990-N POSTCARD	20API06.04.2020	5/31/2020	5/31/2020	100.00		API
					Transaction		<u>100.00</u>	<u>0.00</u>	
Balance 05152	Accounting and Auditing						100.00		
05154	Other Professional Services				Opening		0.00		
05154	Other Professional Services	0044	New Website - City of Socorro Community Initiative	20API03.18.2020C	3/4/2020	3/4/2020	1,200.00		API



The City of Socorro Community Initiative  
Expanded General Ledger  
From 10/1/2019 Through 8/31/2020

GL Code	GL Title	Doc Number	Description	Session ID	Effective	Doc Date	Debit	Credit	Tran Src
05154	Other Professional Services	0046	8 MONTHS FOR DELUXE HOSTING AND MAINTENANCE PLAN	20API6.26.2020C	6/1/2020	6/1/2020	600.00		API
					Transaction		<u>1,800.00</u>	<u>0.00</u>	
Balance 05154	Other Professional Services						<u>1,800.00</u>		
Report Opening/Current Balance							<u>0.00</u>	<u>0.00</u>	
Report Transaction Totals							<u>8,200.00</u>	<u>8,200.00</u>	
Report Current Balances							<u>8,200.00</u>	<u>8,200.00</u>	
Report Difference							<u>0.00</u>		

**Elia Garcia**  
*Mayor*

**Rene Rodriguez**  
*At Large*

**Cesar Nevarez**  
*District 1*



**Ralph Duran**  
*District 2*

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

**Yvonne Colon-Villalobos**  
*District 4*

**SPECIAL COUNCIL MEETING MINUTES  
NOVEMBER 16, 2020 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Elia Garcia  
Rene Rodriguez  
Cesar Nevarez  
Ralph Duran

**MEMBERS ABSENT:**

Victor Perez  
Yvonne Colon-Villalobos

**STAFF PRESENT:**

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

Alicia Aguilar, Recreation Leader  
Diana Rodriguez, Recreation Leader

**1. CALL TO ORDER**

The meeting was called to order at: 6:06 pm.

**2. Pledge of Allegiance and a Moment of Silence**

**3. Establishment of Quorum**

**PUBLIC COMMENT**

**4. Public Comment**

Representative Ralph Duran spoke during Public Comment.

### **CONSENT AGENDA**

**5. EXCUSE ABSENT COUNCIL MEMBERS.**

**OLIVIA NAVARRO**

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

Ayes: Rene Rodriguez, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

### **REGULAR AGENDA**

#### **CITY MANAGER**

**6. DISCUSSION AND ACTION TO APPROVE AN ORDER CALLING FOR A RUNOFF ELECTION TO BE HELD ON DECEMBER 12, 2020, FROM THE GENERAL ELECTION IN THE OFFICES OF MAYOR, AT-LARGE REPRESENTATIVE AND DISTRICT 4 REPRESENTATIVE.**

**ADRIANA RODARTE**

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve item number six (6)*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

**7. DISCUSSION AND ACTION REGARDING TEXAS GAS SERVICE ELIZABETH O'HARA AND JASMINE KING-BUSH REGARDING ENERGY EFFICIENCY PROGRAM.**

**ADRIANA RODARTE**

A motion was made by Ralph Duran seconded by Rene Rodriguez to *suspend for ninety days (90)*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

**8. 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**

**9. 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***

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

***ADRIANA RODARTE***

A motion was made by Ralph Duran seconded by Cesar Nevarez to *delete items seven (7), eight (8) and nine (9)*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

**11. ADJOURN**

A motion was made by Ralph Duran seconded by Cesar Nevarez to *adjourn at 6:15 pm*.

Ayes: Rene Rodriguez, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

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**Cesar Nevarez, Mayor ProTem**

---

Olivia Navarro, City Clerk

---

Date minutes were approved



**Elia Garcia**  
Mayor  
**Rene Rodriguez**  
At Large  
**Cesar Nevarez**  
District 1/Mayor Pro Tem



**Ralph Duran**  
District 2  
**Victor Perez**  
District 3  
**Yvonne Colon-Villalobos**  
District 4

**REGULAR COUNCIL MEETING MINUTES  
NOVEMBER 19, 2020 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Elia Garcia  
Rene Rodriguez  
Cesar Nevarez  
Ralph Duran  
Yvonne Colon-Villalobos

**MEMBERS ABSENT:**

Victor Perez *(joined the meeting at 6:18 pm)*

**STAFF PRESENT:**

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

Alicia Aguilar, Recreation Leader  
Diana Rodriguez, Recreation Leader

**1. CALL TO ORDER**

The meeting was called to order at: 6:12 pm. by Cesar Nevarez

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

Pledge of Allegiance was led by Adriana Rodarte

**3. ESTABLISHMENT OF QUORUM**

Quorum was established with five members present.

**PUBLIC COMMENT**

**4. PUBLIC COMMENT**

Miriam Cruz and Yvonne Colon-Villalobos spoke during Public Comment.

Victor Perez joined the meeting at 6:18 pm.

**IN MEMORIAM**

5. **MEMORIAL FOR THE PASSING OF CITY COMMISSIONER RUDY CRUZ SR.** **ADRIANA RODARTE**

**CONSENT AGENDA**

6. **EXCUSE ABSENT COUNCIL MEMBERS.** **OLIVIA NAVARRO**
7. **APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF OCTOBER 15, AND SPECIAL COUNCIL MINUTES OCTOBER 19, 2020, REGULAR COUNCIL MINUTES NOVEMBER 5, 2020 AND SPECIAL COUNCIL MINUTES OF NOVEMBER 12, 2020.** **OLIVIA NAVARRO**
8. **DISCUSSION AND ACTION TO APPROVE SEPTEMBER 2020 ACCOUNTS PAYABLE REPORT.** **CHARLES CASIANO**
9. **DISCUSSION AND ACTION TO APPROVE SEPTEMBER 2020 CASH RECEIPTS REPORT.** **CHARLES CASIANO**
10. **DISCUSSION AND ACTION TO APPROVE SEPTEMBER 2020 UNAUDITED FINANCIAL REPORT.** **CHARLES CASIANO**
11. **INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 (ZONING), SECTIONS 46-239 (ACCESSORY STRUCTURES), 46-263 (ACCESSORY STRUCTURES), 46-329 (ACCESSORY STRUCTURES), 46-352 (ACCESSORY STRUCTURES), AND 46-623 (ACCESSORY BUILDING) TO REDUCE REAR SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES.** **JOB TERRAZAS**

A motion was made by Ralph Duran seconded by Rene Rodriguez to *approve the Consent Agenda*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

## **REGULAR AGENDA**

### **GRANTS DEPARTMENT**

- 12. DISCUSSION AND ACTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS HISTORICAL COMMISSION'S FY 2021 CERTIFIED LOCAL GOVERNMENT PROGRAM TO OFFSET THE COSTS OF AN INTERACTIVE WEBSITE AND VIRTUAL MAP/TOUR OF THE RIO VISTA FARM HISTORIC DISTRICT TO EDUCATE THE PUBLIC ABOUT THE COMPLEX HISTORY OF THE SITE AND INCREASE ACCESSIBILITY TO THE SITE. THERE IS A MATCH REQUIREMENT OF 1:1. ALEJANDRA VALADEZ**

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve item number twelve (12)*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

- 13. DISCUSSION AND ACTION TO APPROVE AN AMENDMENT TO THE CARES ACT FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOCORRO AND EL PASO COUNTY. ALEJANDRA VALADEZ**

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

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

- 14. DISCUSSION AND ACTION TO APPROVE THE USE OF \$350,000 OF CARES ACT FUNDING FOR THE SOCORRO SMALL BUSINESS RELIEF PROGRAM AND APPROVE A SUBRECIPIENT AGREEMENT WITH LIFTFUND INC. TO ADMINISTER THE FINANCIAL ASSISTANCE FOR SMALL BUSINESSES IN SOCORRO, TEXAS THAT HAVE BEEN AFFECTED BY THE COVID-19 SHUT DOWNS. ALEJANDRA VALADEZ**

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number fourteen (14)*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

**PLANNING AND ZONING DEPARTMENT**

**15. DISCUSSION AND ACTION ON THE FINAL PLAT APPROVAL FOR SENDERO FLORES VILLAGE BEING ALL OF TRACTS 4B, 4C, SOCORRO GRANT, BLOCK 25 FOR A NEW DEVELOPMENT. *JOB TERRAZAS***

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve item number fifteen (15).*

Jim Martinez recommended to move this item into Executive Session.

Rene Rodriguez rescinded his motion.

**16. DISCUSSION AND ACTION TO APPROVE A NEIGHBORHOOD TRAFFIC MANAGEMENT PILOT PROGRAM. *MICHAEL MEDINA***

A motion was made by Rene Rodriguez seconded by Cesar Nevarez to *approve item number sixteen (16).* Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

**CITY MANAGER**

**17. DISCUSSION AND ACTION ON CALLING A REGULAR CITY COUNCIL MEETING FOR DECEMBER PURSUANT TO SECTION 3.07 OF THE SOCORRO CITY CHARTER. *ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to call for the Regular December Meeting on December 3, 2020. *Motion passed.*

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

**18. DISCUSSION AND ACTION ON APPOINTING A NEW MAYOR PRO TEM PURSUANT TO SECTION 3.03 OF THE SOCORRO CITY CHARTER. *ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to *appoint Cesar Nevarez as the new Mayor ProTem.* Motion passed.



Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

**19. *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***

**20. *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***

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

***ADRIANA RODARTE***

**22. *DISCUSSION AND ACTION* REGARDING PERSONNEL MATTERS INVOLVING MUNICIPAL COURTS UNDER 551.071 AND 551.074.**

***ADRIANA RODARTE***

**23. *RALPH DURAN V. CITY OF SOCORRO, TEXAS, AND INTERNATIONAL EAGLE ENTERPRISES, INC. D/B/A EAGLE CONSTRUCTION AND/OR EAGLE TRANSPORTATION, IN THE 120<sup>TH</sup> DISTRICT COURT OF EL PASO COUNTY, TEXAS, CAUSE NO. 2020-DCV3246 [551.071].***

***JAMES A. MARTINEZ***

**24. *ADJOURN***

\_\_\_\_\_  
Cesar Nevarez, Mayor Pro Tem

\_\_\_\_\_  
Olivia Navarro, City Clerk

\_\_\_\_\_  
Date minutes were approved

**Elia Garcia**  
Mayor

**Rene Rodriguez**  
At Large

**Cesar Nevarez**  
District 1/Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**REGULAR COUNCIL MEETING MINUTES  
DECEMBER 3, 2020 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Rene Rodriguez  
Ralph Duran  
Victor Perez  
Yvonne Colon-Villalobos

**MEMBERS ABSENT:**

Mayor Elia Garcia (*joined at 6:17 pm*)  
Cesar Nevarez (*joined meeting at 6:44 pm*)

**STAFF PRESENT:**

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

Mayela Granados, Executive Assistant  
Estevan Gonzales, IT Director

A motion was made by Victor Perez seconded by Rene Rodriguez to *appoint Rene Rodriguez as Mayor Pro Tem*. Motion passed.

Ayes: Ralph Duran, Victor Perez and Yvonne Colon Villalobos

Nays:

Absent: Cesar Nevarez

Mayor Elia Garcia joined the meeting at 6:17 pm

**1. CALL TO ORDER**

The meeting was called to order at: 6:19 pm by Mayor Elia Garcia.

**2. Pledge of Allegiance and a Moment of Silence**

Pledge of Allegiance led by Adriana Rodarte.

### **3. Establishment of Quorum**

A quorum was established with five members present.

### **PUBLIC COMMENT**

### **4. Public Comment**

Sal Chagoya and Yvonne Colon-Villalobos spoke during Public Comment.

### **CONSENT AGENDA**

5. **EXCUSE ABSENT COUNCIL MEMBERS.** *OLIVIA NAVARRO*
6. **DISCUSSION AND ACTION ON APPROVING OCTOBER 2020 CASH RECEIPTS REPORT.** *CHARLES CASIANO*
7. **DISCUSSION AND ACTION ON APPROVING OCTOBER 2020 UNAUDITED FINANCIAL REPORT.** *CHARLES CASIANO*
8. **DISCUSSION AND ACTION ON APPROVING OCTOBER 2020 ACCOUNTS PAYABLE REPORT.** *CHARLES CASIANO*

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve the Consent Agenda*. Motion passed.

Ayes: Rene Rodriguez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

### **REGULAR AGENDA**

### **PUBLIC HEARINGS/ORDINANCES**

9. **PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 (ZONING), SECTIONS 46-239 (ACCESSORY STRUCTURES), 46-263 (ACCESSORY STRUCTURES), 46-329 (ACCESSORY STRUCTURES), 46-352 (ACCESSORY STRUCTURES), AND 46-623 (ACCESSORY BUILDING) TO REDUCE REAR SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES.** *JOB TERRAZAS*

Public Hearing opened at 6:25 pm  
No Speakers for Public Hearing  
Public Hearing closed 6:26 pm

**10. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 (ZONING), SECTIONS 46-239 (ACCESSORY STRUCTURES), 46-263 (ACCESSORY STRUCTURES), 46-329 (ACCESSORY STRUCTURES), 46-352 (ACCESSORY STRUCTURES), AND 46-623 (ACCESSORY BUILDING) TO REDUCE REAR SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES. JOB TERRAZAS**

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number ten (10)*.

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *amend Sec 46-623 (a) to allow no more than 3 accessory buildings*.

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *amend Sec 46-623 (a) to allow no more than 2 accessory building for 1 acre or more*. Motion passed.

Ayes: Rene Rodriguez, Ralph Duran, Victor Perez

Nays: Yvonne Colon-Villalobos

Absent: Cesar Nevarez

**GRANTS DEPARTMENT**

**11. DISCUSSION AND ACTION TO APPROVE THE SECOND AMENDMENT TO THE CARES ACT FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOCORRO AND EL PASO COUNTY.**

**ALEJANDRA VALADEZ**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item number eleven (11)*. Motion passed.

Ayes: Rene Rodriguez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**12. DISCUSSION AND ACTION TO APPROVE THE USE OF \$350,000 OF CARES ACT FUNDING FOR THE SOCORRO SMALL BUSINESS RELIEF PROGRAM AND APPROVE A SUBRECIPIENT AGREEMENT WITH LIFTFUND INC. TO ADMINISTER THE FINANCIAL ASSISTANCE FOR SMALL BUSINESSES IN SOCORRO, TEXAS THAT HAVE BEEN AFFECTED BY THE COVID-19 SHUT DOWNS. ALEJANDRA VALADEZ**

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item twelve (12)*. Motion passed.

Lupe Mares from Liftfund Inc., spoke on this item.

Cesar Nevarez joined the meeting at 6:44 pm.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

### **CITY MANAGER**

#### **13. DISCUSSION AND ACTION REGARDING PERSONNEL MATTERS INVOLVING MUNICIPAL COURTS. *ADRIANA RODARTE***

A motion was made by Ralph Duran seconded by Rene Rodriguez to *approve item number thirteen (13)*.

Mayor Elia Garcia spoke on this item.

A motion was made by Rene Rodriguez seconded by Ralph Duran to *suspend the rule and allow Mayor Elia Garcia to continue speaking*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

Mayor Elia Garcia continued speaking on this item.

An amended motion was made by Ralph Duran seconded by Victor Pere to *allow Mayor Garcia to pose written questions to city attorney and bring back at next council meeting*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

A motion was made by Ralph Duran seconded by Victor Perez to *move into Executive Session at 7:05 pm*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:05 PM**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 7:28 PM**

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

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

**ADRIANA RODARTE**

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

**ADRIANA RODARTE**

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

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

**17. DISCUSSION AND ACTION ON THE AUTHORIZATION FOR THE ACQUISITION OF PROPERTIES RELATED TO THE NORTH NEVAREZ ROADWAY PROJECT. [551.071 AND 551.072] JAMES A. MARTINEZ**

A motion was made b Rene Rodriguez seconded by Cesar Nevarez to *the recommendations made by city planner*.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

**17. ADJOURN**

A motion was made by Ralph Duran seconded by Victor Perez to *adjourn at 7:30 pm*.



Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos.

Nays:

Abstain:

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**Cesar Nevarez, Mayor ProTem**

---

Olivia Navarro, City Clerk

---

Date minutes were approved

**Elia Garcia**  
Mayor

**Rene Rodriguez**  
At Large

**Cesar Nevarez**  
District 1/ Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**SPECIAL COUNCIL MEETING MINUTES  
DECEMBER 8, 2020 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Elia Garcia  
Rene Rodriguez  
Cesar Nevarez  
Ralph Duran  
Victor Perez

**MEMBERS ABSENT:**

Yvonne Colon-Villalobos

**STAFF PRESENT:**

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

Mayela Granados, Executive Assistsant  
Estevan Gonzales, IT Director

**1. CALL TO ORDER**

The meeting was called to order at: 6:19pm.

**2. Pledge of Allegiance and a Moment of Silence**

Pledge of Allegiance was led by Adriana Rodarte.

**3. Establishment of Quorum**

Quorum was established with five members present.

**PUBLIC COMMENT**

**4. Public Comment**

Margarita Perez, Diana Nunez and Jesse Montelongo spoke during Public Comment.

## **CONSENT AGENDA**

### **5. EXCUSE ABSENT COUNCIL MEMBERS.**

**OLIVIA NAVARRO**

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve the Consent Agenda*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran and Victor Perez

Nays:

Absent: Yvonne Colon-Villalobos

## **REGULAR AGENDA**

### **MAYOR AND COUNCIL**

### **6. DISCUSSION AND ACTION RE CITY MANAGER CONTRACT AND EMPLOYMENT STATUS.**

**MAYOR ELIA GARCIA**

A motion was made by Ralph Duran seconded by Rene Rodriguez to *approve item number six (6) for discussion*.

Ralph Duran rescinded his motion,

A motion was made by Ralph Duran seconded by Victor Perez to *delete item number six (6)*. Motion passed.

Jesse Montelongo spoke on this item.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran and Victor Perez

Nays:

Absent: Yvonne Colon-Villalobos

### **CITY MANAGER**

### **7. DISCUSSION AND ACTION TO REBUTTAL ALLEGATION BEING BROUGHT UP BY MAYOR ELIA GARCIA AGAINST CITY MANAGER ADRIANA RODARTE.**

**ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item seven for discussion*.

Adriana Rodarte read statement.

An amended motion was made by Victor Perez seconded by Cesar Nevarez to *incorporate the statement (see Exhibit "A") read by Ms. Rodarte to the minutes*.

An amended motion was made by Victor Perez seconded by Cesar Nevarez to *allow the rebuttal (See Exhibit "A") entered into the minutes and nothing was substantiated from these allegations.* Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran and Victor Perez

Nays:

Absent: Yvonne Colon-Villalobos

8. ***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***

9. ***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***

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

***ADRIANA RODARTE***

A motion was made by Ralph Duran seconded by Cesar Nevarez to *delete items eight (8) eight, (9) nine and (10).* Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran and Victor Perez

Nays:

Absent: Yvonne Colon-Villalobos

11. ***ADJOURN***

A motion was made by Victor Perez seconded by Ralph Duran to *adjourn at 7:18 pm.* Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran and Victor Perez

Nays:

Absent: Yvonne Colon-Villalobos

\_\_\_\_\_  
Cesar Nevarez, Mayor Pro-Tem

\_\_\_\_\_  
Date approved

\_\_\_\_\_  
Olivia Navarro, City Clerk

**Elia Garcia**  
Mayor

**Rene Rodriguez**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

December 8, 2020

Good evening Mayor and Council,

I want to start by thanking every single one of you for being public servants; I have learned it is not an easy task. I have much respect for the job you do. My next statement is not a reflection on this entire governing body.

This special meeting is a clear act of retaliation for findings that have been brought up to council. It happened back in 2018 and now we are here again 2020. These bullying tactics to suppress staff from speaking out will not work. I will not be silenced! I will make sure that staff and the public feels comfortable bringing up legitimate complaints without being harassed and retaliated against for doing so.

I also want to remind everyone we are in the middle of a pandemic. I have staff members who have lost loved ones and who have battled or currently battling COVID as we speak! That in itself is stressful and now having to deal with this I have no words for it. But, even with these challenges staff shows up every day to provide a service we have not skipped a beat. For example, staff was able to come together and provide this virtual setting in a blink of an eye and this is all due to the talent we have in house. We strive every day to provide the best service to our citizens.

Moving on to the allegations being made against me. Note: it is a false email from an anonymous source please see attached. The only reason I am bringing them forth is because I have nothing to hide and as you know if they are not addressed now, they will eventually be brought up later. So, let me discuss them.

I was hired as the HR Director in 2013. I was then offered the Interim City Manager position from April 2015 through February 2016 without a contract, I was then offered the position of the City Manager position and signed my contract March of 2016 and once again in 2018. In 2020 we were unable to renew my contract since there were two council members that did not attend the meeting at that time. As you can see my hiring agreement has changed several times throughout my employment with the City of Socorro. On March 2, 2020, a motion was made to allow me to stay as city manager which passed by all council members present. It is alleged that I am employed illegally



because of the City Charter requiring a contract. When I have worked without a contract before while interim City Manager. We cannot pick and choose what we want to follow in the Charter. Let us be consistent!

Second item is not disclosing a conflict of interest when paving streets in the Cotton Valley Subdivision. I want to say I do not own any property here in Socorro I am currently renting a home which I do not own just like other City Manager's. I am also not an independent executor of any type of estate or in any will or anything. I have family members, friends, and acquaintance all over Socorro jurisdiction as I have lived here all my life. I am being treated as an elected official when I am not. I do not vote or make decisions on how funds are spent, Council does that, it is one of their most important duties. The Cotton Valley Subdivision has been on several agenda items that have been approved by this council to pave in March 2018, May 2018 May 2020, our Capital Improvement Plan for fiscal year 2019 and Capital Improvement Plan for fiscal year 2020. Mr. Solis who is a resident and a huge advocate for that subdivision has sent out multiple e-mails asking Mayor and District 1 to address his concerns. I attached one of his many emails he has sent out throughout the years.

Thirdly hiring incompetent talent and only people I know and had past relationships with. I am extremely confident of our hiring process. All hiring's are done following Ordinance 186 Amendment no. 5 guidelines. A panel and several different variables are taken into consideration before a hire is made. Before my time here you could see employee's, files that do not even have applications on file. We have implemented **fair** employment practices. All new hire information is available upon an open records request. The City of Socorro has a team that is extremely competent and has made a difference in the way we do business.

There are many flaws to our ordinances policies and procedures due to the years of neglect Socorro has experienced; which is impossible to change overnight but I can tell you for the first time in history we have had continuity and we have made great strides to building a better Socorro. This Governing body has made some tremendous improvements starting with changes to the subdivision ordinance and there are many other items that have improved and are currently being worked on to improve the city. We are making progress and we will continue to work to improve our beautiful city of Socorro. I thank everyone again for your service and time.

Respectfully,



Adriana Rodarte, MBA  
City Manager

**Elia Garcia**  
Mayor

**Rene Rodriguez**  
At Large

**Cesar Nevarez**  
District 1/Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**SPECIAL COUNCIL MEETING MINUTES  
DECEMBER 17, 2020 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Elia Garcia  
Rene Rodriguez  
Cesar Nevarez  
Ralph Duran  
Victor Perez  
Yvonne Colon-Villalobos

**STAFF PRESENT:**

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

Mayela Granados, Executive Assistant  
Estevan Gonzales, IT Director  
Alicia Aguilar, Recreation Leader  
Diana Rodriguez, Recreation Leader  
Victor Reta, Recreation Department Director

**1. CALL TO ORDER**

The meeting was called to order at: 6:08 pm

**2. Pledge of Allegiance and a Moment of Silence**

Pledge of Allegiance led by Adriana Rodarte.

**3. Establishment of Quorum**

A quorum was established with all members present.



**PUBLIC COMMENT**

**4. Public Comment**

Ivy Avalos, Miriam Cruz and Yvonne Colon-Villalobos spoke during Public Comment.

**CONSENT AGENDA**

**5. EXCUSE ABSENT COUNCIL MEMBERS.**

**OLIVIA NAVARRO**

A motion was made by Rene Rodriguez seconded by Ralph Duran to *approve the Consent Agenda*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Abstain:

**REGULAR AGENDA**

**6. DISCUSSION AND ACTION TO APPROVE THE USE OF CARES ACT FUNDING FOR THE COVID-19 UTILITY ASSISTANCE PROGRAM AND ENTER INTO A SERVICE AGREEMENT WITH THE LOWER VALLEY WATER DISTRICT (LVWD).**

**ALEJANDRA VALADEZ**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item six (6)*. Motion passed.

Alejandra Valadez spoke on this item.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Abstain:

**7. DISCUSS AND ACTION ON 184 SANTA PAULA DR, TO SEE WHAT CAN BE DONE ON IMPLEMENTING SAFETY MEASURES. IT HAS BEEN MANY ACCIDENTS OVER THE YEARS.**

**RENE RODRIGUEZ**

A motion was made by Rene Rodriguez seconded by Ralph Duran to *direct administration to take a look at the possibility of installing, speed hump, lighting or guardrail, whatever is feasible*. Motion passed.

Diana Nunez spoke on this item.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Abstain:

**8. DISCUSSION AND ACTION TO APPROVE RESOLUTION 630  
CANVASSING THE RETURNS OF THE RUNOFF ELECTION HELD  
DECEMBER 12, 2020. ADRIANA RODARTE**

A motion was made by Ralph Duran seconded by Victor Perez to *approve item 630 canvassing the returns of the Runoff Election of December 12, 2020.* Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Abstain:

**9. SWEAR IN CEREMONY FOR INCOMING ELECTED OFFICIALS.  
ADRIANA RODARTE**

Judge Monique Velarde-Reyes virtually swore in Ivy Avalos.

Judge Ruben Lujan swore in Ruben Reyes

Judge Monique Velarde-Reyes virtually swore in Yvonne Colon-Villalobos,

At this time Mayor Elia Garcia virtually hands the gable to Mayor Ivy Avalos.

**10. 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**

**11. 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**

**12. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND  
RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.  
ADRIANA RODARTE**

A motion was made by Ralph Duran seconded by Cesar Nevarez to *delete items ten (10), eleven (11) and (12) twelve.* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Abstain:

### **13. *ADJOURN***

A motion was made by Ralph Duran seconded by Yvonne Colon-Villalobos to *adjourn at 7:02 pm.*

---

**Ivy Avalos, Mayor**

---

Olivia Navarro, City Clerk

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Date minutes were approved

## ITEM 8

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator**

**SUBJECT:**

Discussion and action to approve an Agreement of Collaboration between the City of Socorro, Texas, and The University of Texas at El Paso.

**SUMMARY**

City Council will approve an Agreement of Collaboration between the City of Socorro, Texas, and The University of Texas at El Paso on behalf of its Minority AIDS Research Center ("MARC") and its Rural Health Interdisciplinary Research Core ("RHIRC").

**STATEMENT OF THE ISSUE**

The UTEP Minority AIDS Research Center ("MARC") assists communities in El Paso, Hudspeth, Jeff Davis, Presidio and Brewster Counties, to identify, qualify and quantify the contributors and affiliated factors to health disparities among minority populations and to address these disparities through effective behavioral and technological innovations. The community of Socorro has been hard hit by the COVID-19 pandemic, largely in part due to existing socioeconomic factors and social determinants of health that disproportionately affect our community. The City of Socorro must maximize the use of partnerships with researchers and service providers to address existing health disparities in order to prepare for a future pandemic. This agreement of collaboration will allow the City of Socorro to partner with MARC for potential funding opportunities, projects, and health services that benefit Socorro residents. There is no monetary commitment at this time.

**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 – The City will **not** approve an Agreement of Collaboration between the City of Socorro, Texas, and The University of Texas at El Paso

**STAFF RECOMMENDATION**

**APPROVE** – The City **will** approve an Agreement of Collaboration between the City of Socorro, Texas, and The University of Texas at El Paso

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
  2. CFO \_\_\_\_\_ Date \_\_\_\_\_
  3. Attorney \_\_\_\_\_ Date \_\_\_\_\_
- .

## Agreement of Collaboration

between

**The City of Socorro, Texas,**

and

**The University of Texas at El Paso**

This Agreement of Cooperation ("Agreement") is between The University of Texas at El Paso ("UTEP"), on behalf of its Minority AIDS Research Center ("MARC") and its Rural Health Interdisciplinary Research Core ("RHIRC") (hereafter MARC and RHIRC shall jointly be identified as "Center") and **the City of Socorro, Texas** ("Partner"). UTEP and Partner, are hereafter jointly referred to as "Parties" and individually as "Party".

**1 PURPOSE:** This Agreement sets forth the basic principles and guidelines under which the Parties will work together toward the goals established in this Agreement.

### **2 RESPONSIBILITIES OF THE PARTIES:**

a. UTEP through the Center agrees to establish the relationship with the Partner in healthcare workforce development in applicable priority communities with the Partner acting as:

☒ a community-based organization;

▫ an academic institution; or

▫ a corporation,

b. The Parties acknowledge the intent of the relationship is to:

▫ train a healthcare workforce;

▫ provide field experience/internship sites;

▫ engage students/future healthcare workforce in health promotion and behavioral outreach;

▫ other: \_\_\_\_\_.

### **3. FUNDING:**

Subject to budgetary availability, UTEP may fund, or provide personnel for joint research efforts and/or support toward the goals established in this Agreement.

The scope of the activities under this Agreement shall be determined by the funds regularly available to each of the Parties for the types of collaboration undertaken and by financial assistance as may be obtained by either Party from external sources.

Except as may be expressly stipulated in any specific written program agreement signed by a duly authorized representative of each of the Parties, each Party shall be responsible for all their own costs and expenses incurred under this Agreement.

4. **PERSONNEL:** Except as may be expressly stipulated in any specific written program agreement signed by a duly authorized representative of each of the Parties, each Party is responsible for all costs incurred including yet not limited to costs of its personnel, their salaries and benefits, support, travel, and any other related expenses. Each Party is responsible for supervision, direction, and management of its own personnel.

5. **TERM:** This Agreement shall take effect beginning on the date of last signature below and will remain in effect for a period of five (5) years, unless terminated earlier by either Party. Such termination by one Party shall be effected by giving the other Party at least ninety (90) calendar days advance written notice of its intention to terminate. Termination shall be without penalty. If this Agreement is terminated, neither UTEP nor Partner shall be liable to the other for any monetary or other losses which may result therefrom.

## 6. GENERAL PROVISIONS:

a. **POINTS OF CONTACT:** The following points of contact ("POC") will be used by the Parties to oversee and facilitate the implementation of this Agreement. Each Party may change its POC upon reasonable written notice to the other Party.

For UTEP:

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

500 W. University Ave.  
El Paso, TX 79968  
Tel:  
Email:

For **Partner:**

\_\_\_\_\_  
Adriana Rodarte  
\_\_\_\_\_  
City Manager  
\_\_\_\_\_

124 Horizon Blvd.  
Socorro, TX 79927  
Tel: 915-858-2915  
Email: grants@ci.socorro.tx.us

b. **NOTICES:** Any notice to either Party under this Agreement must be in writing signed by the Party giving it, and shall be deemed given when received by the Party's designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:

For UTEP:

The University of Texas at El Paso  
Attn: the Vice President for Research  
500 W. University Ave.  
El Paso, TX 79968

For **Partner:**

The City of Socorro, Texas  
Attn: Adriana Rodarte, City Manager  
124 Horizon Blvd.  
Socorro, TX 79927

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

c. **REVIEW OF AGREEMENT:** This Agreement will be reviewed annually on the anniversary of its effective date.

d. **MODIFICATION OF AGREEMENT:** This Agreement may only be modified by the written mutual agreement of the Parties, duly signed by their authorized representatives.



e. RELATIONSHIP OF THE PARTIES. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the Parties. The Parties to this Agreement are acting as independent contractors.

f. GOVERNING LAW & FORUM. This Agreement will be governed by and construed in accordance with the Constitution and Laws of the State of Texas, without regard to any conflict of laws rule or principle. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in El Paso County, Texas, and each Party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. This paragraph shall survive termination of this Agreement.

All activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations of the State of Texas and the United States of America.

g. TRANSFERABILITY. This Agreement is not transferable except with the written consent of the Parties.

h. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties and cancels and supersedes any previous understanding or agreement related to the subject matter hereof, whether written or oral. All changes or modifications to this Agreement must first be agreed to in writing between the Parties.

**IN WITNESS HEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The University of Texas at El Paso

Partner

\_\_\_\_\_  
Roberto Osegueda  
Vice President for Research

\_\_\_\_\_  
Adriana Rodarte  
City Manager

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

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

## ITEM 9

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator**

**SUBJECT:**

Discussion and action to award the Sparks Arroyo Drainage Improvements Phase II (Bid 20-03) construction contract for TxCDBG Contract 7218460 to CMD Endeavors, Inc. in the amount of \$136,970.00.

**SUMMARY**

The Sparks Arroyo Drainage Improvements Phase II Project (TxCDGB Project No. 7218460) opened for bid on November 9, 2020 at 2:30 P.M. CMD Endeavors was the lowest qualified bidder. City Council will award the Sparks Arroyo Drainage Improvements Phase II (Bid 20-03) construction contract for TxCDBG Contract 7218460 to CMD Endeavors, Inc. in the amount of \$136,970.00.

**STATEMENT OF THE ISSUE**

The City of Socorro received a grant from the Texas Department of Agriculture's TxCDBG Program for the Sparks Arroyo Drainage Improvements Phase II project (7218460). A total of seven (7) bids were submitted to the City, opened and read aloud on November 9, 2020. CSA Design Group Inc., reviewed all bids submitted and provided their recommendation of award to the City. The City's Planning and Zoning Department reviewed CSA's recommendations. CSA Design Group Inc. recommends the award of the Sparks Arroyo Drainage Improvements Phase II project to CMD Endeavors, Inc. in the amount of \$136,970.00.

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): "CD18"**

**Funding Source: "CD18"**

**Amount:** \$136,970.00

**Quotes (Name/Commodity/Price):** Please see backup attached.

**Co-op Agreement (Name/Contract#):** TxCDBG Contract 7218460

**ALTERNATIVE**

Not approve – The City will **not** award the Sparks Arroyo Drainage Improvements Phase II (Bid 20-03) construction contract for TxCDBG Contract 7218460 to CMD Endeavors, Inc.

**STAFF RECOMMENDATION**

**APPROVE** – The City **will** award the Sparks Arroyo Drainage Improvements Phase II (Bid 20-03) construction contract for TxCDBG Contract 7218460 to CMD Endeavors, Inc.

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_



November 24, 2020

Ms. Alejandra Valadez  
Grants Coordinator  
City of Socorro, Texas  
124 S. Horizon Boulevard  
Socorro, Texas 79927

Re: Sparks Arroyo Drainage Improvements Phase II – City of Socorro, Texas  
Recommendation of Award to CMD Endeavors, Inc.

Dear Ms. Valadez:

The Sparks Arroyo Drainage Improvements Phase II Project (TxCDGB Project No. 7218460) opened for bid on November 9, 2020 at 2:30 P.M..

It should be noted that the Contractor did not acknowledge the change in quantity to Bid Item No. 8 as per Addendum No. 1. This has resulted in the computation of \$147,973.00, which is incorrect. The low bid which was provided by CMD Endeavors, Inc. (CMD) should be corrected to a contract value of \$136,970.00. Despite this error, CMD is still the low-bidder for the project.

In evaluation of the bids, the apparent low bidder must meet the Minimum General Requirements in accordance with the Contract Documents. To be considered responsive and eligible for award of the project, the apparent low bidder must also provide the supplied documentation as shown below:

1. Supplied Original Bid Form
2. Statement of Bidders Qualifications and Resumes
3. Notary Statement
4. Contractors Certifications
5. U.S. Department of Housing and Urban Development Community Development Block Grant Program Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
6. Non-Collusion Affidavit of Prime Bidder
7. Bid Bond

**REVIEW OF CMD ENDEAVORS, INC. QUALIFICATIONS**

CMD's qualifications package included the following:

1. Supplied Original Bid Form
2. Statement of Bidders Qualifications and Resumes
3. Notary Statement
4. Contractors Certifications
5. U.S. Department of Housing and Urban Development Community Development Block Grant Program Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
6. Non-Collusion Affidavit of Prime Bidder
7. Bid Bond
8. Certificate of Liability Insurance

**CMD's COMPLIANCE WITH MINIMUM GENERAL REQUIREMENTS**

CSA Design Group, Inc. has reviewed the documents and has confirmed that these documents meet the qualification requirements of the Contract Documents.

CMD's bid was reviewed in comparison with the Engineer's Opinion of Probable Cost and the Unit bid prices were determined to be relative to the estimated unit prices.

Based on the information provided, CSA Design Group, Inc. recommends award of the Sparks Arroyo Drainage Improvements Phase II project to CMD Endeavors, Inc..

If you have any questions, please feel free to contact me at (915) 877-4155, ext. 121.

Sincerely,





Adrian I. Holguin-Ontiveros, P.E., CFM, CNU-a, MSCM  
*Civil Engineer – Senior Project Manager*

Sparks Arroyo Drainage Improvements Phase II											
City of Socorro, Texas											
BID TAB EVALUATION											
RANKING				1	2	3	4	5	6	7	
ITEM NO.	QTY		ENGINEERS ESTIMATE	CMD Endeavors	Del Mar Contracting	Hawk Construction	Horizon Construction	Allen Concrete Dirt and Paving	Spartan Construction	Integrated Earthworks Solutions	
1	Mobilization, Bonds, Insurance (Not to Exeed 5% of Items 2 to 11)	1	LS	\$ 5,209.25	\$ 7,000.00	\$ 8,000.00	\$ 11,000.00	\$ 8,000.00	\$ 13,608.89	\$ 24,915.00	\$ 14,015.05
2	Site Clearing & Grubbing	806	SY	\$ 1.00	\$ 1.00	\$ 4.20	\$ 2.90	\$ 12.00	\$ 1.71	\$ 8.47	\$ 5.63
3	Earthworks: Cut to Fill	1,770	CY	\$ 8.00	\$ 9.00	\$ 7.63	\$ 17.04	\$ 14.35	\$ 4.04	\$ 26.79	\$ 10.74
4	Earthworks: Soil Blending / Processing (50/50 Blending Mix per Geotech Report)	1,470	CY	\$ 4.00	\$ 9.00	\$ 10.00	\$ 15.96	\$ 15.25	\$ 24.83	\$ 20.24	\$ 15.78
5	Imported Engineered Fill	1,035	CY	\$ 9.00	\$ 9.00	\$ 20.00	\$ 42.29	\$ 60.50	\$ 22.52	\$ 22.13	\$ 17.46
6	Earthworks: Export to Waste	735	CY	\$ 7.00	\$ 9.00	\$ 19.50	\$ 20.61	\$ 15.00	\$ 11.55	\$ 40.48	\$ 36.82
7	Loose Rock Rip Rap (8" to 12")	1,410	SF	\$ 6.00	\$ 3.00	\$ 8.00	\$ 2.42	\$ 8.25	\$ 9.78	\$ 5.06	\$ 7.78
8	Gabion Matress, CIP	135	CY	\$ 250.00	\$ 220.00	\$ 300.00	\$ 320.93	\$ 303.00	\$ 320.42	\$ 398.47	\$ 614.92
9	Gabion Baskets, CIP	190	CY	\$ 250.00	\$ 220.00	\$ 200.00	\$ 285.07	\$ 164.00	\$ 328.25	\$ 284.62	\$ 484.90
10	Stabilized Construction Entrance	1	LS	\$ 5,000.00	\$ 2,600.00	\$ 1,200.00	\$ 965.19	\$ 5,300.00	\$ 1,848.00	\$ 2,530.00	\$ 750.00
11	Stormwater Pollution Prevention: Silt Fence	186	LF	\$ 3.00	\$ 4.00	\$ 11.00	\$ 3.02	\$ 14.00	\$ 4.09	\$ 6.32	\$ 3.00
12	Site Cleanup & Demobilization	1	LS	\$ 3,000.00	\$ 5,000.00	\$ 2,500.00	\$ 1,668.71	\$ 5,500.00	\$ 57,307.44	\$ 3,162.50	\$ 1,000.00
SUBMITTED TOTALS BY CONTRACTOR:				\$ 138,783.25	\$ 147,973.00	\$ 170,118.80	\$ 229,974.57	\$ 233,233.00	\$ 285,786.68	\$ 283,470.00	\$ 294,316.03
CORRECTED COMPUTED TOTALS (VERIFIED BY ENGINEER)					\$ 136,970.00	\$ 170,148.80	\$ 229,974.57	\$ 236,233.00	\$ 269,765.68	\$ 283,444.14	\$ 294,316.03
ENGINEER'S BID REVIEW COMMENTS:				Engineers Estimate Updated to reflect quantity change for bid item no. 8 as per Addendum No. 1	Contractor did not acknowledge quantity change for bid item no. 8 (135 CY) as per Addendum No. 1.  Also, bid was incorrectly totalled by Contractor (+\$3.00).	Bid was incorrectly totalled by Contractor (-\$30.00).	No Comment.	Bid was incorrectly totalled by Contractor (-\$3,000.00).	Contractor did not acknowledge quantity change for bid item no. 8 (135 CY) as per Addendum No. 1	Bid was incorrectly totalled by Contractor (+\$25.86).	No Comment.
Supplied Original Bid Form					YES	YES	YES	YES	YES	YES	YES
Statement of Bidders Qualifications and Resumes					YES	YES	YES	YES	YES	YES	YES
Notary Statement					YES	YES	YES	YES	YES	YES	YES
Contractors Certifications					YES	YES	YES	YES	YES	YES	YES
U.S. Department of Housing and Urban Development Community Development Block Grant Program Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements					YES	YES	YES	YES	YES	YES	YES
Non-Collusion Affidavit of Prime Bidder					YES	YES	YES	YES	YES	YES	YES
Bid Bond					YES	YES	YES	YES	YES	YES	YES



Sparks Arroyo Drainage Improvements Phase II											
City of Socorro, Texas											
TABULATION OF BIDS											
ITEM NO.		QTY		ENGINEERS ESTIMATE	CMD Endeavors	Del Mar Contracting	Hawk Construction	Horizon Construction	Allen Concrete Dirt and Paving	Spartan Construction	Integrated Earthworks Solutions
1	Mobilization, Bonds, Insurance (Not to Exceed 5% of Items 2 to 11)	1	LS	\$ 5,209.25 UNIT \$ 5,209.25 TOTAL	\$ 7,000.00 \$ 7,000.00	\$ 8,000.00 \$ 8,000.00	\$ 11,000.00 \$ 11,000.00	\$ 8,000.00 \$ 8,000.00	\$ 13,608.89 \$ 13,608.89	\$ 24,915.00 \$ 24,915.00	\$ 14,015.05 \$ 14,015.05
2	Site Clearing & Grubbing	806	SY	\$ 1.00 UNIT \$ 806.00 TOTAL	\$ 1.00 \$ 806.00	\$ 4.20 \$ 3,385.20	\$ 2.90 \$ 2,337.40	\$ 12.00 \$ 9,672.00	\$ 1.71 \$ 1,378.26	\$ 8.47 \$ 6,826.82	\$ 5.63 \$ 4,537.78
3	Earthworks: Cut to Fill	1,770	CY	\$ 8.00 UNIT \$ 14,160.00 TOTAL	\$ 9.00 \$ 15,930.00	\$ 7.63 \$ 13,505.10	\$ 17.04 \$ 30,160.80	\$ 14.35 \$ 25,399.50	\$ 4.04 \$ 7,150.80	\$ 26.79 \$ 47,418.30	\$ 10.74 \$ 19,009.80
4	Earthworks: Soil Blending / Processing (50/50 Blending Mix per Geotech Report)	1,470	CY	\$ 4.00 UNIT \$ 5,880.00 TOTAL	\$ 9.00 \$ 13,230.00	\$ 10.00 \$ 14,700.00	\$ 15.96 \$ 23,461.20	\$ 15.25 \$ 22,417.50	\$ 24.83 \$ 36,500.10	\$ 20.24 \$ 29,752.80	\$ 15.78 \$ 23,196.60
5	Imported Engineered Fill	1,035	CY	\$ 9.00 UNIT \$ 9,315.00 TOTAL	\$ 9.00 \$ 9,315.00	\$ 20.00 \$ 20,700.00	\$ 42.29 \$ 43,770.15	\$ 60.50 \$ 62,617.50	\$ 22.52 \$ 23,308.20	\$ 22.13 \$ 22,904.55	\$ 17.46 \$ 18,071.10
6	Earthworks: Export to Waste	735	CY	\$ 7.00 UNIT \$ 5,145.00 TOTAL	\$ 9.00 \$ 6,615.00	\$ 19.50 \$ 14,332.50	\$ 20.61 \$ 15,148.35	\$ 15.00 \$ 11,025.00	\$ 11.55 \$ 8,489.25	\$ 40.48 \$ 29,752.80	\$ 36.82 \$ 27,062.70
7	Loose Rock Rip Rap (8" to 12")	1,410	SF	\$ 6.00 UNIT \$ 8,460.00 TOTAL	\$ 3.00 \$ 4,230.00	\$ 8.00 \$ 11,280.00	\$ 2.42 \$ 3,412.20	\$ 8.25 \$ 11,632.50	\$ 9.78 \$ 13,789.80	\$ 5.06 \$ 7,134.60	\$ 7.78 \$ 10,969.80
8	Gabion Matress, CIP	135	CY	\$ 250.00 UNIT \$ 33,750.00 TOTAL	\$ 220.00 \$ 29,700.00	\$ 300.00 \$ 40,500.00	\$ 320.93 \$ 43,325.55	\$ 303.00 \$ 40,905.00	\$ 320.42 \$ 43,256.70	\$ 398.47 \$ 53,793.45	\$ 614.92 \$ 83,014.20
					Bidders Total \$ 40,700.00				Bidders Total \$ 59,277.70		
9	Gabion Baskets, CIP	190	CY	\$ 250.00 UNIT \$ 47,500.00 TOTAL	\$ 220.00 \$ 41,800.00	\$ 200.00 \$ 38,000.00	\$ 285.07 \$ 54,163.30	\$ 164.00 \$ 31,160.00	\$ 328.25 \$ 62,367.50	\$ 284.62 \$ 54,077.80	\$ 484.90 \$ 92,131.00
10	Stabilized Construction Entrance	1	LS	\$ 5,000.00 UNIT \$ 5,000.00 TOTAL	\$ 2,600.00 \$ 2,600.00	\$ 1,200.00 \$ 1,200.00	\$ 965.19 \$ 965.19	\$ 5,300.00 \$ 5,300.00	\$ 1,848.00 \$ 1,848.00	\$ 2,530.00 \$ 2,530.00	\$ 750.00 \$ 750.00
11	Stormwater Pollution Prevention: Silt Fence	186	LF	\$ 3.00 UNIT \$ 558.00 TOTAL	\$ 4.00 \$ 744.00	\$ 11.00 \$ 2,046.00	\$ 3.02 \$ 561.72	\$ 14.00 \$ 2,604.00	\$ 4.09 \$ 760.74	\$ 6.32 \$ 1,175.52	\$ 3.00 \$ 558.00
12	Site Cleanup & Demobilization	1	LS	\$ 3,000.00 UNIT \$ 3,000.00 TOTAL	\$ 5,000.00 \$ 5,000.00	\$ 2,500.00 \$ 2,500.00	\$ 1,668.71 \$ 1,668.71	\$ 5,500.00 \$ 5,500.00	\$ 57,307.44 \$ 57,307.44	\$ 3,162.50 \$ 3,162.50	\$ 1,000.00 \$ 1,000.00
TOTAL BID PRICE (ITEMS 1-12)				\$ 138,783.25	\$ 136,970.00	\$ 170,148.80	\$ 229,974.57	\$ 236,233.00	\$ 269,765.68	\$ 283,444.14	\$ 294,316.03
					Bidders Total \$ 147,973.00	Bidders Total \$ 170,118.80		Bidders Total \$ 233,233.00	Bidders Total \$ 285,786.68	Bidders Total \$ 283,470.00	
Supplied Original Bid Form					YES	YES	YES	YES	YES	YES	YES
Statement of Bidders Qualifications and Resumes					YES	YES	YES	YES	YES	YES	YES
Notary Statement					YES	YES	YES	YES	YES	YES	YES
Contractors Certifications					YES	YES	YES	YES	YES	YES	YES
U.S. Department of Housing and Urban Development Community Development Block Grant Program Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements					YES	YES	YES	YES	YES	YES	YES
Non-Collusion Affidavit of Prime Bidder					YES	YES	YES	YES	YES	YES	YES
Bid Bond					YES	YES	YES	YES	YES	YES	YES

Checked by Engineer: 

Checked by Bid Administrator: 

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator**

Discussion and action to approve the third amendment to the CARES Act Funding Interlocal Agreement between the City of Socorro and El Paso County and authorizing the City Manager or designee to execute agreement.

**SUMMARY**

The Consolidated Appropriations Act, 2021, extends the period during which recipients may incur eligible costs that may be covered using payments from the Coronavirus Relief Fund (CRF) to **December 31, 2021** (Division N, Title X, Section 1001). President Trump signed the legislation on December 27, 2020, and the change is effective immediately.

City Council will approve a third amendment to the existing Interlocal Agreement between the City of Socorro and El Paso County to allow City of Socorro to extend the agreement to utilize Cares Act Funding until December 31, 2021.

**STATEMENT OF THE ISSUE**

The existing interlocal agreement with El Paso County has expired as of December 30, 2020. This third amendment will allow the City of Socorro to utilize Cares Act Funding until the extended deadline of December 31, 2021.

**FINANCIAL IMPACT**

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

**Funding Source: COVID-19 CARES Act Funding**

**Amount: N/A**

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

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

**ALTERNATIVE**

Not approve – The City will not approve this third amendment to the CARES Act Funding Interlocal Agreement.

**STAFF RECOMMENDATION**

**APPROVE** – The City will approve this third amendment to the CARES Act Funding Interlocal Agreement. Attached is the 2<sup>nd</sup> amendment which has already been approved. Pending 3<sup>rd</sup> amendment since El Paso County Commissioners Court will discuss the extension at their next meeting. Requesting to Authorize the City Manager to execute agreement if approved.

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

**From:** [citymanager@ci.socorro.tx.us](mailto:citymanager@ci.socorro.tx.us)  
**To:** "Betsy C. Keller"  
**Cc:** "Alejandra Valadez"  
**Subject:** CARES Act Funding deadline extension  
**Date:** Wednesday, December 23, 2020 9:01:17 AM  
**Attachments:** [image001.jpg](#)  
**Importance:** High

---

Good morning Betsy,

Hope you and your family are doing well. We are receiving news about Congress' extension of Coronavirus Relief Fund (CRF) spending deadline to December 30, 2021. Does the County plan to move forward with another amendment to the interlocal agreement with Socorro to extend the deadline to December 30, 2021 as well?

Thank you in advance for any feedback you can provide.

Respectfully,



**Adriana Rodarte, MBA**

City Manager

phone: (915) 858-2915

mobile: (915) 209-9945

Email [CityManager@ci.socorro.tx.us](mailto:CityManager@ci.socorro.tx.us)

124 S. Horizon Blvd.

Socorro, TX 79927



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**ATTENTION PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender. --**

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STATE OF TEXAS                   §       **SECOND AMENDMENT TO INTERLOCAL**  
  §       **SUBRECIPIENT GRANT AGREEMENT**  
COUNTY OF EL PASO       §       **BETWEEN THE COUNTY OF EL PASO AND**  
  §       **AND THE CITY OF SOCORRO FOR THE**  
  §       **DISTRIBUTION OF FEDERAL CORONAVIRUS**  
  §       **RELIEF FUNDS**

**WITNESSETH**

**WHEREAS**, El Paso County (hereinafter the “County”) and the City of Socorro, Texas (hereinafter “City”), previously entered into an interlocal agreement (County Contract #2020-0530) (the “Agreement”) for the City to mitigate the financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury; and

**WHEREAS**, on October 26, 2020 the County approved entering into a First Amendment (County Contract #2020-0826) to 1) remove the requirement that 75% of grant funds be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency and 2) extend the term of the Agreement to December 30, 2020; and

**WHEREAS**, the Parties wish to enter into a second amendment in order to allow the Subrecipient to subcontract with vendors, organizations, non-profits and businesses on COVID-19 related matters; and

**WHEREAS**, the City, should it subcontract is responsible for ensuring that the use of CARES funds to its subcontracts are 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) the use of CARES funds used in this Agreement were not account for in the budget approved for Fiscal Year 2020-2021 by the City, and CARES Act expenditures under this Agreement will be incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

**WHEREAS**, Article 14, Section 14.01 of the Agreement provides that any alterations, additions, or deletions to the terms of the Grant Amendment must be documented in writing; and

**WHEREAS**, regardless of the date signed by the Parties this amendment shall have an effective date of July 1, 2020; and

**NOW, THEREFORE**, the County and the City, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

**AMENDMENT**

**ARTICLE 4**  
**CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES**

SECTION 4.05

A new Section 4.05 of the Agreement shall be added that provides the following:

4.05 Subrecipient Responsibilities. The Subrecipient shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in this Agreement. The Subrecipient shall assure that all Agreement provisions are met by any subcontractors if any, performing services for the Subrecipient. The Subrecipient remains responsible for repaying the County any funds that any of the Subrecipient subcontractors expends in violation of any provisions in the Agreement, including OMB requirements and CARES Act funding requirements. See also Sections 5.02, 6.01 and 6.02 of the Agreement.

The Agreement, except as amended by this Second Amendment, remain in effect in all other aspects.

**IN WITNESS HEREOF, THE CITY OF SOCORRO AND EL PASO COUNTY** have made and executed this Grant Agreement.

CITY OF SOCORRO

EL PASO COUNTY

\_\_\_\_\_  
ELIA GARCIA  
MAYOR

DATE: \_\_\_\_\_

ATTEST/SEAL

\_\_\_\_\_  
\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
James Martinez  
City Attorney

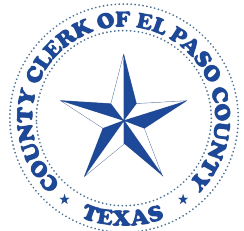
APPROVED AS TO CONTENT

Betsy C. Keller  
Betsy Keller  
El Paso County Chief Administrator

Ricardo A. Samaniego  
RICARDO A. SAMANIEGO  
COUNTY JUDGE  
DATE: 11/16/2020

ATTEST/SEAL

Delia Briones  
Delia Briones  
El Paso County Clerk  
Date: 11/18/2020



APPROVED AS TO LEGAL FORM  
Christina R. Sanchez  
Christina R. Sanchez  
Assistant County Attorney

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Ralph Duran*  
District 2

*Victor Perez*  
District 3 / Mayor Pro Tem

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

December 29, 2020

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to award Socorro Sidewalk Project Phase 1 Bid 20-04 to the low bidder JAR Concrete.**

**SUMMARY**

According to the Bid Documents, the lower bidder is JAR Concrete. The total low bid cost for Option 1, Base Bid 1 & 2 is \$632,064 which includes the Sidewalks Project and placing Rock wall around the perimeter of the Cielo Mar Basin.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**Account Code (FUND/GL CODE/DEPT/GRANT CODE/ FUNCTION):**  
400/07500/00018/19CO/06000

**Funding Source:** 2019 SERIES Certificates of Obligation

**Amount:** \$632,064

**Quotes (Name/Commodity/Price):**

**Co-op Agreement (Name/Contract#):**

**ALTERNATIVE**



**Postpone or deny**

**STAFF RECOMMENDATION**

**Staff recommends approval.**

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

Socorro Sidewalk Project Phase 1 Solicitation No. 20-04 Bid Summary													
	BID OPTIONS	ENGINEERS ESTIMATE	BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 3		BIDDER 4		Previous Low Bid Bid
Base Bid 1	Base Bid I Total ( Sidewalks only)	\$ 393,401.90		\$ 465,180.55		\$ 467,527.15		\$ 436,317.32		\$ 413,204.24		\$ 428,283.00	
Base Bid 2	Base Bid I Total ( Cielo Mar Basin, Rockwall and Sidewalks at Perimeter of Basin )	\$ 254,639.30		\$ 239,134.80		\$ 246,341.75		\$ 227,880.98		\$ 226,801.24		\$ 203,781.00	
Option 1	BASE BID I & BASE BID II TOTAL =	\$ 648,041.20		\$ 704,315.35		\$ 713,868.90		\$ 664,198.30		\$ 640,005.48	Lowest	\$ 632,064.00	\$ 674,112.07
Option 2	BASE BID I & BASE BID II WITH ALTERNATE 1 =	\$ 574,001.20		\$ 642,270.35		\$ 649,436.90		\$ 626,560.84		\$ 625,816.61	Lowest	\$ 607,780.00	\$ 638,880.82
			CSA Constructors		Horizone Construction		Spartan Construction		Hawk Construction		J.A.R. Concrete		

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and Action to appoint Mayor, Ivy Avalos or any Council Member to be a board member to the Transportation Policy Board of El Paso Metropolitan Planning Organization with Resolution 631.**

**SUMMARY**

*The Transportation Policy Board was established in 1973 to meet the requirement that urbanized areas with a population of 50,000 or greater must have a transportation planning board to ensure that all regional transportation studies are performed in accordance with local governments' desires and in conformance with federal and state laws, rules, and regulations. The TPB is comprised of 30 elected and/or appointed public officials from the local governments that have authority for project implementation. Membership in the TPB also includes local and county elected officials, State Senators, and State Representatives.*

**STATEMENT OF THE ISSUE**

Due to Mr. Rodriguez vacancy.

ARTICLE III. MEMBERSHIP The Policy Board shall be composed of members from the local Texas and New Mexico units of government including the Texas and New Mexico Legislative Delegation and the Texas and New Mexico Departments of Transportations within the El Paso Metropolitan Planning Area. In addition the Sun Metro Mass Transit Agency, the El Paso International Airport and the El Paso County Mass Transit Agency or the County-wide Mass Transit Authority will be represented on the TPB. No two elected members shall be representatives of the same local/state unit of government/entity or fiscal agent. Membership shall consist of the following but not by way of limitation: Texas: Town of Anthony 1 Elected Official; Mayor or Appointee City of El Paso 6 Members; Mayor or Appointee + no less than 3 Elected Officials Town of Clint 1 Elected Official; Mayor or Appointee County of El Paso 2 Elected Officials; County Judge or Appointee Town of Horizon City 1 Elected Official; Mayor or Appointee City of San Elizario 1 Elected Official; Mayor or Appointee City of Socorro 1 Elected Official; Mayor or Appointee Village of Vinton 1 Elected Official; Mayor or Appointee Texas State

Senator(s) All Elected Officials from the El Paso MPO Study Area Texas State Representative(s)  
All Elected Officials from the El Paso MPO Study Area El Paso International Airport 1 Member  
El Paso County Transit Agency or County-wide Mass Transit Authority 1 Member Sun  
Metro/Mass Transit Department 1 Member  
Texas Department of Transportation 1 Member

New Mexico: City of Anthony, N.M. 1 Elected Official; Mayor or Appointee Doña Ana County 1  
Member City of Sunland Park, NM 1 Elected Official; Mayor or Appointee New Mexico State  
Representative(s) 1 Elected Official from the El Paso MPO Study Area New Mexico State Senator  
1 Elected Official from the El Paso MPO Study Area New Mexico Dept. of Transportation 1  
Member

The City of El Paso's representation on the Transportation Policy Board shall be equal to the  
number of incorporated Texas municipalities, cities, towns, or villages within the urbanized  
study area who have representation on the TPB.

Page 4

Representatives of local units of government shall be appointed by and serve at the pleasure of  
the appointing local units of government and may be a serving member on the governing body  
they represent. Said appointee(s) shall provide to the Executive Director of the MPO a copy of  
the resolution appointing them prior to participating in a meeting. All TPB members may elect to  
be a non-voting member of the MPO, by submitting a letter to the Chairperson of the  
Transportation Policy Board at the annual business meeting requesting that their seat be  
counted as a non-voting position. Such a letter shall be valid for a period of one (1) year from its  
date. In such a case, that seat will not be counted in the number necessary for a quorum. An  
initial business meeting may be called following adoption of these bylaws to facilitate this option  
and shall be valid until the next business meeting. All Members of the MPO shall each have one  
vote. A TPB member shall not be allowed to have or appoint a proxy member or representation.  
TPB members with three (3) cumulative absences in a fiscal year shall lose their voting status for  
the remainder of the fiscal year. This rule is suspended for those members attending regular or  
special legislative sessions who demonstrate attendance. All members of the MPO shall comply  
with the TPB's Ethics Policy, a copy of which is attached hereto as Exhibit "A," and incorporated  
herein by reference as a part of these Bylaws. All newly appointed members of the TPB shall  
successfully complete a mandatory orientation and training program provided by the MPO staff  
within ninety (90) days of their appointment in order to maintain their voting status on the  
Board.

## **FINANCIAL IMPACT**

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

**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

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION 631

**WHEREAS**, Article III of the By-laws and Procedures for the Metropolitan Planning Organization (MPO) states that the Mayor of the City of Socorro, or appointee shall serve on the MPO's Transportation Policy Board (TPB);

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

That Mayor Ivy Avalos shall serve on the MPO's Transportation Policy Board as the City of Socorro's designated representatives to the Transportation Policy Board for the Metropolitan Planning Organization effective January 07, 2021. All other representatives to the TPB shall remain unchanged.

PASSED AND APPROVED this 7<sup>th</sup> day of 2021.

THE CITY OF SOCORRO

ATTEST:

\_\_\_\_\_  
Ivy Avalos  
Mayor

\_\_\_\_\_  
Olivia Navarro  
City Clerk

**TRANSPORTATION POLICY BOARD (TPB)**  
for the  
**EL PASO METROPOLITAN PLANNING ORGANIZATION (MPO) STUDY AREA**  
**MEETING SCHEDULE FOR 2021**

**@ 9:00am at the MPO Board Room,**  
211 N. Florence St., First Floor, Suite 103  
El Paso, TX 79901

<b><u>TPB MEETING DATES</u></b>	<b><u>SUMMARY SHEETS/ATTACHMENTS DUE</u></b>
Friday, January 22, 2021	Wednesday, January 13, 2021
Friday, February 19, 2021	Wednesday, February 10, 2021
Friday, March 26, 2021	Wednesday, March 17, 2021
Friday, April 23, 2021	Wednesday, April 14, 2021
Friday, May 21, 2021	Wednesday, May 12, 2021
Friday, June 18, 2021	Wednesday, June 09, 2021
Friday, July 23, 2021	Wednesday, July 14, 2021
Friday, August 20, 2021	Wednesday, August 11, 2021
Friday, September 17, 2021	Wednesday, September 08, 2021
Friday, October 22, 2021	Wednesday, October 13, 2021
Friday, November 19, 2021	Wednesday, November 10, 2021
Friday, December 17, 2021	Wednesday, December 08, 2021



**ITEM 13**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and Action to appoint Mayor, Ivy Avalos or any Council Member to be a committee member to the Transportation Project Advisory Committee with El Paso Metropolitan Planning Organization.**

**SUMMARY**

**Transportation Project Advisory Committee**

*The Transportation Project Advisory Committee (TPAC) reviews and makes recommendations to the Transportation Policy Board on MTP, TIP, UPWP, CMS, project selection process criteria, and special transportation planning studies.*

**STATEMENT OF THE ISSUE**

Due to Mr. Rodriguez vacancy.

**FINANCIAL IMPACT**

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

**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 \_\_\_\_\_

**TRANSPORTATION PROJECT ADVISORY COMMITTEE (TPAC)**  
Subcommittee to the  
**TRANSPORTATION POLICY BOARD (TPB)**  
**APPROVED MEETING SCHEDULE FOR 2021**

**@ 1:30pm at the MPO Board Room,**  
211 N. Florence St., First Floor, Suite 103  
El Paso, TX 79901

<b><u>TPAC MEETING DATES</u></b>	<b><u>SUMMARY SHEETS/ATTACHMENTS DUE</u></b>
Wednesday, January 6, 2021	Monday, December 23, 2020 (due to holiday)
Wednesday, February 3, 2021	Wednesday, January 20, 2021
Wednesday, March 3, 2021	Wednesday, February 17, 2021
Wednesday, April 7, 2021	Wednesday, March 24, 2021
Wednesday, May 5, 2021	Wednesday, April 21, 2021
Wednesday, June 2, 2021	Wednesday, May 19, 2021
Wednesday, July 7, 2021	Wednesday, June 23, 2021
Wednesday, August 4, 2021	Wednesday, July 21, 2021
Wednesday, September 1, 2021	Wednesday, August 18, 2021
Wednesday, October 6, 2021	Wednesday, September 22, 2021
Wednesday, November 3, 2021	Wednesday, October 20, 2021
Wednesday, December 1, 2021	Monday, November 17, 2021

**NOTES:**

1. Must post agenda for meeting no later than 72 hours prior to the meeting.
2. A quorum of 9 members is necessary to conduct business.
3. Dates, times and location of meetings are subject to change or be cancelled.
4. If an agenda item does not have all supporting material it may be deleted.

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1 / Mayor Pro Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

**DATE: December 16, 2020**

**TO: Mayor and Council Members**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to appoint one elected council members to become Investment Officers to the Socorro Public Finance or Investment Board per Ordinance 250 amendment 1 and Ordinance 321.**

**SUMMARY**

**Due to Mr. Rodriguez vacancy need to appoint another Council member per our Ordinance.**

**In accordance with the Public Funds Investment Act, the City designates (a) two elected council members (b) City Manager (c) Senior Accountant. An investment officer is authorized to execute investment transactions on behalf of the City.**

**SECTION 7: SOCORRO PUBLIC FINANCE OR**  
**INVESTMENT BOARD:**

Section V. subparagraph one (1) titled

"Delegation of Authority [PFIA 2256.005(f)]" of Ordinance No.250,

Amendment 1, an Ordinance Adopting a

Strategy and Investment Policy for the City of Socorro, Texas be, and it is hereby, repealed and said Section V is amended as follows:

**"V. RESPONSIBILITY AND CONTROL**

**Delegation of Authority [PFIA 2256.005(12)]**

In accordance with the Public Funds Investment Act, the City

designates (a) TWO ELECTED COUNCIL MEMBERS

(Council Members and/or Mayor); (b) CITY MANAGER (employee of the City); (c) CHIEF FINANCIAL OFFICER (employee of the City). Any reference in Ordinance 250, Amendment 1, to Senior Accountant shall henceforth be deemed to refer to "Chief Financial Officer". Terms of office shall be for four (4) years beginning on the first day of December 2013. Upon final adoption of this Ordinance, the City Council shall appoint persons to serve until December 2013. An Investment Officer is authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investing officers is effective until rescinded by the City Council. An investment action may be taken by two investment officers, one of who must be a designated council member (as recorded in related minutes). Any such action must be reflected in written documentation signed by such officers. A facsimile signature is acceptable." Ordinance 250, Amendment 1, is to otherwise remain in full force and effect.

## **BACKGROUND**

## **STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**APPROVE**

**NOT APPROVE**

**STAFF RECOMMENDATION**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**December 16, 2020**

**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**TO: CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: DISCUSSION AND ACTION ON CITY MANAGER'S CONTRACT.**

**SUMMARY**

City Manager's Contract ended on March 1, 2020 have been without a contract for 10 months.

**STATEMENT OF THE ISSUE**

Please see attached contract.

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): GF / 05520 / 10**

**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. Finance Director \_\_\_\_\_ Date \_\_\_\_\_

3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

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## CITY MANAGER EMPLOYMENT AGREEMENT

---

This Employment Agreement ("Agreement") is entered into between the City of Socorro (the "City") and Adriana Rodarte ("City Manager").

The City and the City Manager (collectively the "Parties"), for and in consideration of the terms stated in this Agreement, hereby agree as follows:

1. **Employment and Term.** The City agrees to employ the City Manager for a period of twenty-four (24) months, beginning on March 1, 2018 and ending on March 1, 2020, unless such employment is otherwise terminated as set forth herein. This Agreement does not automatically renew. Rather, after the term of this Agreement ends, if the City Manager is allowed to continue as City Manager, it shall be at the will and pleasure of the City Council.
2. **Credentials.** The City Manager represents that any records or information provided in connection with her employment application are true and correct.
3. **Residency.** The City Manager shall maintain her primary residence in the City of Socorro.
4. **Representations.** At the beginning of this Agreement, and at any time during this Agreement, the City Manager agrees to submit to a review of his or her national criminal history record information, if required by the City. The City Manager also agrees to notify the City, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the City Manager, before or during the City Manager's employment.
5. **Duties.** The City Manager agrees to perform the duties of City Manager for the City as prescribed in the City Charter, City ordinances, and as may be assigned by the Socorro City Council. City Manager shall perform those duties with reasonable care, skill, and diligence. City Manager shall comply with all City Council directives, state and federal law and rules, City policy, and regulations as they exist or may hereafter be amended. The provisions of the Socorro City Charter that affect or relate to the City Manager's employment, duties and removal are incorporated into this Agreement by reference. Texas law shall govern construction of this Agreement.
6. **Evaluations.** The Socorro City Council shall provide a written evaluation of the City Manager every six (6) months.
7. **No Outside Employment:** The City Manager agrees to devote her full time, skill, labor, and attention to performing her duties. The City Manager shall not perform work, either as an employee or independent contractor, for any other person or entity without the approval of City Council. If outside employment is ever authorized by City Council, the City Manager agrees to comply with applicable ethics rules, laws, and City policies regarding reporting potential and actual conflicts of interest. In addition, the City Manager agrees to provide information regarding income from such activities to the City as necessary for financial reporting requirements.
8. **Compensation and Discretionary Bonus.** The City agrees to pay the City Manager an annual salary of \$120,000.00. At the end of the first twelve (12) months of this Agreement, the City

Manager shall be eligible for a bonus up to and not to exceed Three Percent (3%) of City Manager's annual salary, which is contingent on the receipt of a favorable written evaluation from City Council. At the end of the second twelve (12) months of this Agreement, the City Manager shall be eligible for a bonus up to and not to exceed Five Percent (5%) of City Manager's annual salary, which is contingent on the receipt of a favorable written evaluation from City Council.

9. **Standard Benefits:** The City shall provide benefits, including health insurance and vacation pay, to the City Manager as a full-time employee of City and as provided by Texas law and City policies. The City reserves the right to amend its policies at any time during the term of this Agreement to reduce or increase these benefits, at the City's sole discretion.
10. **Additional Benefits:** In addition to the Standard Benefits, referred to above, the City shall provide to City Manager the following Additional Benefits:
  - 10.1 **Automobile:** Monthly automobile allowance of \$600.00;
  - 10.2 **Retirement Plan:** Access to the City's Nationwide Insurance administered, 457(b) retirement plan wherein the City will match City Manager's monthly contribution up to 5% of City Manager's salary subject to the maximum tax deferred contribution permitted under the plan; and
  - 10.3 **Life Insurance:** Life Insurance, subject to any necessary health qualifications, of \$100,000.00.
  - 10.4 **Business Expenses:** The City shall pay or reimburse the City Manager for reasonable and necessary expenses incurred by the City Manager in the continuing performance of the City Manager's duties under this Contract. The City agrees to pay the actual and incidental costs incurred by the City Manager for travel, excluding mileage expense reimbursement for travel to destinations within El Paso County. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the City. Reimbursement for such expenses shall include reasonable expenses incurred by the City Manager for meals with business, civic and local government leaders and members of the City Council, when appropriate. The City Manager shall comply with all applicable laws, policies, procedures and documentation requirements in accordance with established policy and procedures, which shall be subject to review by the City's independent auditors. The City Manager shall report to the City, on no less than a quarterly basis, all expenses and travel by her covered by this section.
  - 10.5 **Professional Association and Continuing Education:** The City shall pay for reasonable and appropriate (a) professional dues and subscriptions of the City Manager necessary for participation in municipal and managerial associations and organizations; and (b) professional development seminars and short courses.
  - 10.6 **Civic Activities:** The City Manager is encouraged to participate in community and civic

organizations and activities. The cost of reasonable and appropriate activities shall be paid by the City.

**11. Termination and Suspension.**

**11.1 Suspension:** The City may suspend the City Manager's employment, with pay, at any time.

**11.2 Termination (Good Cause):** The City may terminate this Agreement for "good cause." The term "good cause" means: (i) any act or omission committed by City Manager after the City has notified City Manager that the same or substantially similar act or omission previously committed by City Manager is contrary to the policies, procedures and standards established by the City; (ii) any other failure by City Manager to perform City Manager's duties; (iii) any act of dishonesty, fraud, negligence or misconduct by City Manager or conduct by City Manager that is unprofessional, unethical, or detrimental to the reputation, character, or standing of the City, including without limitation any arrest, indictment or conviction for any criminal offense, not including minor traffic violations; and (iv) any other material breach of this Agreement by City Manager.

**11.3 Severance if Termination Without Good Cause:** If the City terminates this Agreement without good cause, the City shall pay the City Manager, as severance pay, a sum equal to the lesser of (a) an amount equal to six months of City Manager's salary (excluding insurance, accrued leave and other non-salary benefits), or (b) an amount equal to City Manager's salary for the remaining term of this Agreement. City Manager is not entitled to a severance payment under any other circumstance.

**11.4 Termination (Death):** This Agreement shall be automatically terminated upon the death of City Manager.

**11.5 Termination (Disability):** This Agreement shall terminate if City Manager is unable to perform the essential job functions of the position with reasonable accommodation.

**12. Notice to City Council Prior to Vacation or Leave:** City Manager shall notify City Council at least five days in advance of taking vacation or personal leave, unless an emergency, illness or other unforeseeable event makes such notice impractical.

**13. Legal Defense and Indemnity:**

**13.1 Indemnification:** To the extent it may be permitted to do by applicable law, including, but not limited to Chapter 102 of the Texas Civil Practice & Remedies Code, the City does hereby agree to defend, hold harmless, and indemnify City Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against City Manager in the City Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and

attorneys' fees, arose or does arise in the future from an act or omission of City Manager, as an employee of the City, acting within the course and scope of the City Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the City Manager. The selection of the City Manager's legal counsel shall be with the mutual agreement of the City Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the City Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph exceeds the authority provided and limitations imposed by Chapter 102 of the Texas Civil Practice & Remedies Code, it shall be construed and modified accordingly.

- 13.2 **City's liability insurance:** The City may purchase insurance to provide a legal defense to the City Manager in connection with claims for which the City Manager is entitled to indemnification as set forth in Paragraph 11.1.
- 13.3 **Legal Defense for claims not covered by insurance:** The City will directly provide a legal defense to the City Manager when: (a) the City Manager is entitled to indemnification as set forth in Paragraph 11.1.; and (b) either the City does not possess insurance or the City's insurance carrier refuses to accept responsibility to defend such claim.
- 13.4 **Request:** The City Manager must submit a written request for legal defense to the City, the request must include a copy of the demand, summons or other legal papers evidencing the claim or cause of action;
- 13.5 **Reasonable Cooperation.** City Manager agrees to immediately deliver a copy of any summons or other legal process served upon City Manager to the City's City Clerk and City Attorneys and provide reasonable assistance to and cooperate with the City, its Mayor, agents, employees and attorneys in response to any legal proceeding or claims brought against the City, its Mayor, agents and employees. The City shall pay or reimburse the City Manager for all reasonable expenses incurred by City Manager in the course of fulfilling the obligation of reasonable assistance and cooperation pursuant to this Section including, but not limited to, expenses for travel, meals and overnight stays.
- 13.6 **Survival:** The City's obligation to provide a legal defense to the City Manager under this paragraph shall survive the termination of this Agreement.

#### 14. **General Provisions.**

- 14.1 **Amendment:** This Agreement may not be amended except by written agreement of the Parties.

- 14.2 **Severability:** If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement.
- 14.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the City Manager are superseded by this Agreement. This Agreement, and any addenda, constitutes the entire agreement between the Parties.
- 14.4 **Applicable Law and Venue:** Texas law shall govern construction of this Agreement. The Parties agree that venue for any litigation relating to the City Manager's employment with the City, including this Agreement, shall be in El Paso County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be with the El Paso Division of the United States District Court for the Western District of Texas.
- 14.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Agreement are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 14.6 **No Property Interest:** The City has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment under this Contract.
- 14.7 **Joint Drafting of Agreement:** Should any of the terms of this Agreement be determined to be ambiguous, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.
15. **Notices.**
- 15.1 **To the City Manager:** The City Manager agrees to keep a current address on file with the City's human resources office. The City Manager agrees that the City may meet any legal obligation it has to give the City Manager written notice regarding this Agreement or the City Manager's employment by hand-delivering the notice to the City Manager or by sending the notice by certified mail, regular mail, and/or express delivery service to the City Manager's address of record.
- 15.2 **To the City:** The City agrees that the City Manager may meet any legal obligation he or she has to give the City written notice regarding this Agreement or the City Manager's employment by providing one copy of the notice to the Mayor and one copy to the City Clerk. The City Manager may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service.


I have read this Agreement and agree to abide by its terms and conditions:

City Manager: \_\_\_\_\_

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

3/7/18

City of Socorro

By:   
Mayor

Date signed: 3-7-18

**Ivy Avalos**  
Mayor  
  
**Ruben Reyes**  
At Large  
  
**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**Ralph Duran**  
District 2  
  
**Victor Perez**  
District 3  
  
**Yvonne Colon- Villalobos**  
District 4  
  
**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Adriana Rodarte**

**SUBJECT: Discussion and Action to renew District Office Space agreement for Tony Gonzales Congressman District Representative.**

**SUMMARY**

Michael Blair, District Representative for U.S. Representative Tony Gonzales (TX-23), requested the office space located at 124 S. Horizon Socorro, Texas 79927.

**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**

**Deny request**



**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

## District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

## District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

### **SECTION A** **(Lease Amenities)**

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Member/Member-elect:**

- ☐ The leased space will serve as my flagship (primary) District Office.  
☒ The leased space will NOT serve as my flagship (primary) District Office.

**To be completed by the Lessor:**

- ☐ Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):  
(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116<sup>th</sup> Congress.)

☒ \* **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**  
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.  
The parties should also directly discuss broadband status.)

☒ \* **Interior Wiring CAT 5e or Better within Leased Space.**

☐ Lockable Space for Networking Equipment.

☒ Telephone Service Available.

☒ Parking. ☐ Assigned Parking Spaces  
☐ Unassigned Parking Spaces  
☐ General Off-Street Parking on an As-Available Basis

☒ Utilities. Includes: \_\_\_\_\_

☒ Janitorial Services. Frequency: \_\_\_\_\_

☒ Trash Removal. Frequency: \_\_\_\_\_

☒ Carpet Cleaning. Frequency: \_\_\_\_\_

☒ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☒ After Hours Building Access.

☒ Office Furnishings. Includes: \_\_\_\_\_

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **District Office Lease Attachment**

(Page 2 of 5 – 116th Congress)

### **SECTION B** **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

<p><i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.</i> <i>Copies may also be faxed to 202-225-6999.</i></p>
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## **District Office Lease Attachment**

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).

## **District Office Lease Attachment**

(Page 4 of 5 – 116th Congress)

- 15. Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- 17. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
- 18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- 20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- 23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

## District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Socorro

*Print Name of Lessor/Landlord*

Congressman Will Hurd

*Print Name of Lessee*

By:

*Lessor Signature*

Name:

Title:

*Will Hurd*

*Lessee Signature*

*Date*

*Date*

From the Member's Office, who is the point of contact for questions?

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_@mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.

**Print Form**

## INSTRUCTIONS

**FAX NUMBER: (202) 225-6914**

AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832	TELEPHONE NUMBER	(202) 226-2277
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## TELE



**Instructions for Completing  
U.S. House of Representatives  
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

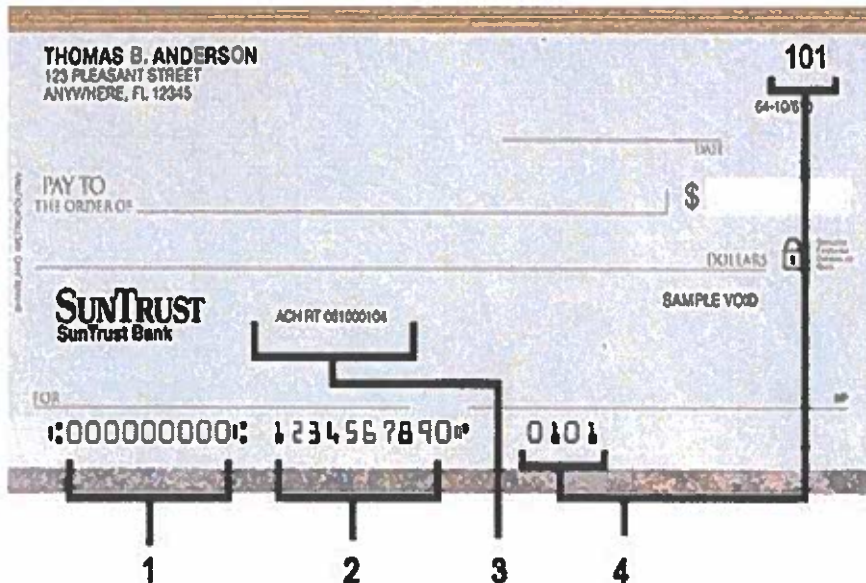
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

**ACH Account Information Located on a Check or Deposit Ticket**

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

January 4, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to award RFP 20-02 State Legislative Lobbying Services to Forma Group, LLC in the amount of \$54,000.00 to provide a valued approach to representation during the 2021 Legislative Session and authorize City manager or her designee to sign contract.**

**SUMMARY**

City went to

The City of Socorro seeks to retain the services of a lobbyist to address matters in which City of Socorro needs professional assistance before the Texas State Legislature, individual State Legislators, the Texas State Governor, and other state agencies. State lobbying services will include (but are not limited to) the following: Strategy • Assist the City in the development and implementation of its legislative agenda, key proposals and policy positions in partnership with the state board and local affiliate network. • Propose an annual strategic advocacy and political engagement plan designed to achieve legislative goals and support business objectives. • Develop a plan for off session activities and coordinate with City administration staff. Tracking and reporting • Identify, track and report on state legislation and legislative proposals that may have an impact on the City; • Report activities at a minimum through the following: o Telephone or weekly updates on pending issues as they arise o A brief weekly written status report during the Legislative Session for the state office and all local affiliates o A brief monthly written status report not to exceed three (3) pages in length o A final written report and in-person presentation at the end of Legislative Session for staff and Mayor and Council; o Maintain a roster of delegates and contacts that the lobbyist firm is contacting on the City's behalf • Track priorities and meetings of aligned partner organizations; • Organize state lobby registration, compliance and reporting; Advocacy • Support the organization with a strong presence in the Capitol as the "eyes and ears" of City of Socorro, Texas, and serving as day-to-day contact for legislators and other lobbyists on behalf of City of Socorro, Texas; • Work to achieve the City's goals on legislation, issues or rules by lobbying members of the Texas Legislature, legislative staff; • Track and attend committee and rulemaking hearings, coordinate and assist in the preparation of

testimony, submissions, and in-person testimony; • Attend and participate in interim hearings and meetings regarding issues important the City; Relationship building • Assist in the development of relationships with key legislators, regulatory agencies, state agencies, local governments and community organizations, consistent with the annual strategic advocacy and political engagement plan; • Develop strong connections with other agencies and state membership organizations to support mutual goals as identified.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 001/5520/02**

**Funding Source: General Fund**

**Amount: 54,000.00**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

**N/A**

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

# RFP State Legislative Lobbying Services - City of Socorro, Texas.



CITY OF SOCORRO  
Request for Proposal (RFP) for State Legislative Lobbyist Services

PRESENTED TO:

Olivia Navarro, City Clerk  
RFP #20-05  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, Texas 79927

PREPARED BY:FORMA  
310 North Mesa, Suite 401  
El Paso, Texas 79901  
(915)440-0737  
rick@formagroup.net



December 1, 2020

Mayor and Council  
City of Socorro  
124 S. Horizon Blvd  
Socorro, Texas 79927

**RE: RFP #20-05**

Dear Mayor and Council:

Thank you for the opportunity to submit our proposal to the City of Socorro for RFP #20-05 State Legislative Lobbying Services. FORMA Public Affairs is an experienced government relations firm that has provided state lobbying services since 2009. We have represented a variety of clients, both public and private, written and passed legislation and secured millions of dollars in funding and grants. We work closely with the El Paso delegation and key leaders across the state to ensure your goals and objectives are met.

Since 2009, we have passed millions of dollars in appropriation riders and passed significant legislation for our diverse portfolio of clients. Most recently, we passed legislation allowing for the Ysleta del Sur Pueblo to purchase GLO land as a recognized governmental entity and modified state statutes to strengthen YDSP's court case to open Indian gaming in Texas; passed \$5MM in riders for electronics upgrades to Texas DPS; and, expanded the definition of a convention center hotel to allow for greater economic development for the City of El Paso.

FORMA has also been instrumental in passing tax incentives for cities including the state convention rebate for convention centers, increased powers for governmental entities to avoid substandard homes for families living in colonias and we were involved in efforts to bring funding for Texas Tech Health Sciences Center in El Paso.

At FORMA we understand COVID-19 has changed the way we interact with government. Your city will benefit from our team of experienced lobbyists and administrative staff with long established state and agency relationships.

**Thank you for your consideration.**

A handwritten signature in blue ink, appearing to read "Ricardo Armendariz".

Ricardo Armendariz

A handwritten signature in black ink, appearing to read "Marisa Marquez".

Marisa Marquez

FORMA Public Affairs is a regional leader providing governmental affairs and communications services since 2005. We provide our clients with -

- Local understanding of our region's unique issues
- 20 years of combined state lobby experience
- Entire team of professionals, including a former state legislator and legislative chief of staff
- Strong relationships with access at the state and agency level

FORMA will focus on several specific legislative areas of concern for the City of Socorro during the 87<sup>th</sup> Texas Legislative Session, including, but not limited to:

- Development of legislative agenda
- Identify/passage of legislative agenda
- Defeat legislation the City deems detrimental

The core components of our governmental affairs efforts are:

#### Legislation

- Provide relevant information and professional advice on a variety of legislative matters
- Perform research, analysis and compile statistical data and reports on legislative matters
- Establish legislative contacts on behalf of the City of Socorro
- Assist in the development and pursue the adopted City of Socorro Legislative Agenda
- Monitoring legislation and committee hearings as outlined in the Legislative Agenda

#### Communications

- Work closely with the El Paso and state legislative delegation
- Providing the City of Socorro City Council with information which will assist them in making policy decisions
- Provide regular updates, either before City Council or assigned staff
- Developing briefing documents, reports, talking points and testimony
- Provide associated staff services as needed, such as creating outreach materials, etc.

#### Representation

- Meet all ethics requirements to represent the City of Socorro and function as the City's representative in the State Legislature
- Responsible for establishing, maintaining key contacts and scheduling meetings with state elected officials as requested by Council or designee
- Advocating for legislative change for the benefit of the municipality, in state governments and in public and private organizations
- Local presence and availability as needed by City of Socorro

#### Fees and Terms

- Term of contract is January 8, 2021 and ends on October 8, 2021
- Monthly fee of \$6,000
- Reasonable, pre-approved travel expenses incurred over the course of this agreement.
- **Total contract for fees shall not exceed \$54,000.00**
- The City shall have the option to extend this agreement for one (1) year at a reduced rate of \$4,000 per month, not to exceed \$48,000.

## **PARTNER BIOGRAPHIES**

### **MARISA MARQUEZ (TEXAS ETHICS ID: #62161)**

Marisa Marquez is a former 4 term (2009-2017) member of the Texas House of Representatives, and a registered lobbyist since 2017. In 2008, Marquez unseated the longest serving Latino elected official in the US. Marisa became the first woman ever to represent District 77 in the Texas House of Representatives and was also the first El Pasoan to serve on the Education Subcommittee of Appropriations since 1958.

During her time in office Marisa served on the House Appropriations Committee. Her accomplishments include creating the only county ethics commission in the state, statewide *colonias* reform and appropriating funding for the inaugural University of Texas at El Paso Pharmacy School. Throughout her tenure, Marisa proved to be an effective and bi-partisan legislator. Her unique experience of campaign, policy and leadership give our clients insight to working with elected officials. Her tenure as a member of the Speaker's leadership team in the Texas House provides our clients valuable insight to strategy and positive outcomes. Her direct involvement with the voter provides clients with invaluable information on persuasive and influential messaging.

Marisa is a native El Pasoan and has a degree in Finance and Business Economics from the University of Notre Dame.

### **RICARDO ARMENDARIZ (TEXAS ETHICS ID: #65437)**

Ricardo has over 20 years experience in the governmental and political arena in Texas and has been a registered state of Texas lobbyist since 2009. His primary responsibilities are general consulting, lobbying and business operations. He has extensive experience working with a diverse group of clients, non-profits, political campaigns, political action committees, (c)4's and on industry specific issues. Ricardo can operate on a variety of levels, including advocacy, strategy and communications.

His 20 years experience in state government, legislation and advocacy includes work with property development industry, gaming and casino, county mutual insurers, newspapers, tort reform, electronic weapons, automotive industry, education reform and mental health issues. Prior to co-founding FORMA, he served as the first Intergovernmental Affairs Officer (lobbyist) for the City of El Paso representing municipal interests at the local, state and federal level under two Mayoral administrations. He also served as Legislative Director for a member of the Texas House.

Ricardo is a native El Pasoan and has a degree in Psychology from the University of Texas at El Paso.



## REFERENCES

**Rosemary Castillo**  
**President, Texas PACE Association**  
2300 McKinley  
El Paso, Texas 79930  
(915) 562-3444  
rosemary.castillo@bienvivir.org

**Richard Zamora**  
**Vice President - Dannenbaum**  
415 Embassy Oaks, Ste. 102  
San Antonio, TX 78216  
210-249-2280  
richard.zamora@dannenbaum.com

**Cesar Blanco**  
**Texas Senator-Elect**  
Room E1.414  
P.O. Box 2910  
Austin, TX 78768  
(512) 463-0622  
Cesar.Blanco@house.texas.gov

**Carol Alvarado**  
**Texas Senator**  
P.O. Box 12068  
Capitol Station  
Austin, TX  
8711  
(512) 463-0106  
carol.alvarado@senate.texas.gov

**Giovanni Capriglione**  
**Texas Representative**  
**Chairman of Appropriations**  
Room E2.610  
P.O. Box 2910  
Austin, TX 78768  
(512) 463-0690  
Giovanni.Capriglione@house.texas.gov

**Col. Cary Westin**  
**City of El Paso**  
**Senior Deputy City Manager**  
300 N. Campbell  
El Paso, Texas  
79901  
(915)212-0023  
WestinCS@elpasotexas.gov

1. A list of at least three (3) public sector clients for whom you have performed these services within the past five (5) years and list the successes achieved with them. Include agency name, contact name, address, email address, and telephone.

**Brewster County**

**County Judge Eleazar Cano**

**6th & Ave. E, Alpine, Texas 79830,**

**[Eleazar.Cano@co.brewster.tx.us](mailto:Eleazar.Cano@co.brewster.tx.us)**

**(432) 837-2412**

- Identified hotel occupancy tax collection process for short term rentals by the Texas Comptroller.
- Successfully developed a comprehensive legislative state agenda for the upcoming 87th Texas Legislative Session.

**Presidio County**

**County Judge Cinderela Guevara**

**300 Highland St., Marfa, Texas 79843**

**[countyjudge@co.presidio.tx.us](mailto:countyjudge@co.presidio.tx.us)**

**(432) 729-4452**

- Identified several cost saving legislative opportunities for Presidio County.
- Successfully developed a comprehensive legislative state agenda for the upcoming 87th Texas Legislative Session.

**Texas PACE Association**

**Rosemary Castillo**

**2300 McKinley, El Paso, Texas 79930**

**[rosemary.castillo@bienvivir.org](mailto:rosemary.castillo@bienvivir.org),**

**(915) 562-3444**

- Successfully developed and communicated \$121,000,000 expansion for PACE site in the upcoming 87th Session budget.

**Ysleta Del Sur Pueblo**

**Carlos Hisa (former Governor)**

**119 South Old Pueblo Road, El Paso, Texas, 79907**

**[chhiza@yahoo.com](mailto:chhiza@yahoo.com)**

**(915) 603-7469**

- Passed legislation broadening definition and allowing governmental entities to bid on General Land Office properties.
- Passed legislation eliminating a classification of Indian Gaming as a criminal nuisance, allowing for greater operational capabilities.

2. A history of your organization, a list of key accomplishments, and any other information which will be helpful in our evaluation. Include the number of years you have provided state and/or federal lobbying services.

**Founded in 2005, Forma Group, LLC (Forma Public Affairs) has been instrumental in shaping public policy in the state of Texas. We have been a full service lobby firm since 2009 providing 12 years of service, plus an additional 3 years of experience with in-house lobbying for the City of El Paso. Our El Paso based office offers immediate access to our principals. Our entire team of 6 are all local and offer a unique insight to the City of Socorro's issues. Forma Group also has in-house graphics, web and video production capabilities, providing the City of Socorro impactful messaging material to legislators. Our key accomplishments are:**

- **Passed legislation that allows for the City of El Paso to participate in the Convention Center Hotel Tax incentives to allow for greater economic development opportunities, one of only a few cities in the state of Texas to do so.**
  - **Successfully drafted and passed \$5,000,000 in appropriations rider for the purchase of electronic weapons upgrades to the Texas Department of Public Safety.**
  - **Expedited and secured a statewide Money Service Business (MSB) license with the Texas Department of Banking for an international corporation.**
3. Identify the principal(s), team members and their individual roles in any lobbying services performed, including how many years each member has been lobbying at the state and/or federal level. Please include how many years each member has been a lobbyist at the state or federal levels, and how many years each member lobbied for each client.

**Marisa Marquez has nearly 5 years of state lobby experience (registered lobbyist since 2017) and is a partner in Forma Public Affairs. Prior to her joining the Forma Group in 2015, she served as a State Representative for eight years (2009-2017). Marisa will serve as state lead for the City of Socorro.**

**Ricardo Armendariz has 15 years of state lobby experience (registered lobbyist since 2009 plus 3 years as the City of El Paso lobbyist at the state and federal level) and is the managing partner of Forma Public Affairs. Ricardo will serve as policy and research lead for the City of Socorro.**

4. Firms shall fully disclose and identify any subcontractors or partners and their representative roles in providing service.

**The Forma Group, LLC has no subcontractors or partners that would play a role in the contract.**

5. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.

**The Forma Group, LLC has no performance related litigation the firm has been involved in over the last five (5) years.**

6. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.

**The Forma Group, LLC has not had any contracts terminated due to non-performance over the last five (5) years.**

7. Provide disclosure of any potential or existing conflict of interest(s)

**The Forma Group, LLC does not have any existing or potential conflicts of interest.**

**SB 252 COMPLIANCE**  
*Effective: September 1, 2017*

**Verification**


I, being over the age of eighteen years and in my official capacity representing an entity that is a party to this contract with the City, hereby swear and verify under oath that:

- (1) Entity does not engage in business with or in the countries of Sudan or Iran,  
and
- (2) Entity does not engage in business with terrorist organizations

Company/ Entity:

The Forma Group, LLC

Signature of Representative and Title:



Date:

12/01/2020

**HB 89 COMPLIANCE**  
*Effective: September 1, 2017*

**SWORN VERIFICATION OF STATEMENT REGARDING:  
ISRAEL BOYCOTT  
AND  
PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS  
WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

I, (authorized official) Picardo Armendariz, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company/ Entity:

The Forma Group, LLC

Signature of Representative and Title:

[Signature]

Date:

12/01/2020

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, either than investment income, from the filer of the questionnaire?

\_\_\_\_\_ YES \_\_\_\_\_ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

\_\_\_\_\_ YES \_\_\_\_\_ NO

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem

**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager



January 4, 2021

TO: Olivia Navarro; City Clerk

FROM: City Manager: Adriana Rodarte

SUBJECT: Discussion & Action on COVID-19 Vaccination & public health response.

**SUMMARY:** As the county begins to prepare for the COVID-19 vaccination, the City needs guidance on this next phase of the pandemic response for:

1. Staff Vaccination- currently, the City has no in-house resources to go about inoculation the City is recommending we reach out to the Tiguas to discuss possible partnerships
2. Public Vaccination- planning for hosting a public vaccination clinic for our constituents in partnership with the county health department and allocate City resources such as the Chayo Apodaca Community Center as a temporary site.
3. Request to utilize CARES funding to rehabilitate a building at the Rio Vista Community Center for public health response & services.

**STATEMENT OF THE ISSUE:** The City of Socorro does not have a medical staff to administer the COVID-19 vaccination nor a public health satellite site dedicated to public health response.

**FINANCIAL IMPACT:** Undetermined at this time, once a plan is in place, a presentation will be brought before the council for final approval.

**ALTERNATIVE:**

**STAFF RECOMMENDATION:**

1. Reaching out to the Ysleta Del Sur Pueblo Tiguas who do have in-house medical staff to administer vaccinations for our employees.

**REQUIRED AUTHORIZATION:**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. CFO \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_