

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



*Alejandro Garcia*  
District 2  
  
*Rudy Cruz, Jr.*  
District 3  
  
*Yvonne Colon-Villalobos*  
District 4  
  
*Adriana Rodarte*  
City Manager

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

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

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

.....  
NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 3<sup>RD</sup>, DAY OF MARCH, 2022 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:

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

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON MARCH 3, 2022 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

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

3. **Recognition** to elementary students from Escontrias Elementary School. *Rudy Cruz, Jr.*

4. **Establishment of Quorum**

**PUBLIC COMMENT**

5. **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**

6. **Presentation** by Vianey Esparza from the City of El Paso – Environmental Services regarding Vector Control Services. *Adriana Rodarte*

7. **Presentation** from Nationwide representative Sarita Null on a 401(a) Retirement Plan. *Yvonne Colon-Villalobos*

8. **Update** regarding MPO. *Rudy Cruz, Jr.*

**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**

9. **Excuse** absent council members.

**Olivia Navarro**

10. **Approval** of Regular Council Minutes of February 17, 2022.

**Olivia Navarro**

## **REGULAR AGENDA**

### **PUBLIC HEARING/ORDINANCE**

11. **Public Hearing** of an Ordinance to allow the Rezoning of Tract 9A, Block 14, Socorro Grant from R-1 to R-2 and variance requests to reduce the front setback and reduce parking requirements.

**Carlos Gallinar**

12. **Second Reading and adoption** of an Ordinance to allow the Rezoning of Tract 9A, Block 14, Socorro Grant from R-1 to R-2 and variance requests to reduce the front setback and reduce parking requirements.

**Carlos Gallinar**

13. **Public Hearing** of an Ordinance to allow the Rezoning of Lots 1 and 2, Stockyard Subdivision from C-2 and M-2 to IC-MUD and variance requests to reduce the front setback and reduce the parking requirements.

**Carlos Gallinar**

14. **Second Reading and adoption** of an Ordinance to allow the Rezoning of Lots 1 and 2, Stockyard Subdivision from C-2 and M-2 to IC-MUD and variance requests to reduce the front setback and reduce the parking requirements.

**Carlos Gallinar**

15. **Second Reading and Adoption** of an Ordinance approving the Rezoning of Lot 2, Block 1, Valle Sereno; Tract 25A, Block 15, Socorro Grant; Tracts 24B1, 25B3, Block 15, Socorro Grant; Tract 25A1A, Block 15, Socorro Grant, Socorro, Texas From R-1 (Single Family Residential) To R-2 (Medium Density Residential); and a variance of the front yard setback to allow for a 10' setback; and a variance of the rear yard setback to allow for a 15' setback; with conditions to limit the density to single-family homes and provide 20' driveways.

**Carlos Gallinar**

## **GRANTS DEPARTMENT**

16. **Discussion and action** to approve Resolution 678 authorizing the submission of a grant application to the Office of the Governor (OOG) FY 2023 Juvenile Justice & Truancy Prevention (JJTP) Program for the Socorro Police Department. There is no match requirement for this grant.

**Alejandra Valadez**

17. **Discussion and action** to approve Resolution 679 authorizing the City of Socorro to submit a grant application to the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) 2022 Planning and Capacity Building Fund and authorize the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the TxCDBG Program. The City's grant match commitment is \$18,750.00.

**Alejandra Valadez**

- 18. Discussion and action** to approve the submission of a grant application and all required documentation to the National Park Service's Save America's Treasures grant program for the Rio Vista Farm Rehabilitation Project. The City's grant match commitment is \$500,000.

*Alejandra Valadez*

- 19. Discussion and action** to approve a Memorandum of Understanding (MOU) between the City Council of the City of Socorro and the Commissioners Court of El Paso County for the management of the watershed affected by three grant applications submitted to the Texas Water Development Board.

*Alejandra Valadez*

- 20. Discussion and action** to enter into an Interlocal Agreement between the City of Socorro and El Paso MHMR d/b/a Emergence Health Network for the purpose of implementing and operating a Crisis Intervention Team in the City of Socorro.

*Alejandra Valadez*

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

*Alejandra Valadez*

- 22. Discussion and action** to adopt Resolution 680 approving the application filing with the Texas Water Development Board requesting financial assistance for the Sparks Arroyo Drainage Project. The total project cost is \$11,097,885.

*Alejandra Valadez*

#### **PLANNING AND ZONING COMMISSION**

- 23. Discussion and action** to approve Resolution 681 for the Preliminary and Final Subdivision Plats (Combination) For Valle Del Sol Unit 8.

*Carlos Gallinar*

- 24. Discussion and action** to approve Resolution 682 for a Preliminary and Final Subdivision Plats (Combination) for Caesar Unit One.

*Carlos Gallinar*

- 25. Presentation, Discussion, and action** on Parks, Open Spaces, and Landscaping Requirements and to direct staff to rewrite City of Socorro Ordinances.

*Carlos Gallinar*

#### **CITY MANAGER**

- 26. Discussion and action** to negotiate a month-to-month basis agreement with Dannenbaum Engineering Professional Services for General Engineering Services of existing work orders and authorize city manager or her designee to execute month-to-month agreement.

*Adriana Rodarte*

#### **MAYOR AND COUNCIL**

- 27. Discussion and action** to direct staff to research the installation of solar streetlights from a third-party vendor.

*Ruben Reyes*

- 28. Discussion and action** to approve the appointment of Al Borrego to the Historical Landmark Commission Place 5.

*Ruben Reyes*



- 29. Discussion and action** to review and assess the petition from residents of Eastlake Valley regarding the condition of property located at or near Nuevo Hueco Tanks Blvd, Judge Coldwell St, Blue Valley Street and Canary Valley Street. *Cesar Nevarez*
- 30. Discussion and action** on approving City Manager's evaluation. *Cesar Nevarez*
- 31. Discussion and action** to adopt Resolution 683 recognizing and supporting Special Olympics Texas Area 19 for their contributions to this community. *Alejandro Garcia*
- 32. Discussion and action** to adopt Resolution 684 recognizing and supporting Public School Week February 21<sup>st</sup> through to 25<sup>th</sup> 2022. *Alejandro Garcia*
- 33. Discussion and action** to consider adoption of a written charge stating the basis for removal of Board of Adjustment, Jasmin Mendoza and direct city attorney to prepare the written charge. *Rudy Cruz, Jr.*
- 34. Discussion and action** to adopt Resolution 685 recognizing El Charlatan Ramen-Ya y Taqueria for their featured in @ Texas Monthly's 21<sup>st</sup> edition. *Rudy Cruz, Jr.*
- 35. Discussion and action** to approve the appointment of Juan Baquera to the Planning and Zoning Place 3. *Rudy Cruz, Jr.*
- 36. Swearing in** of newly appointed commissioner.

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:***

- 37. 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*
- 38. 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*

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

**40. Discussion and action** to approve the land acquisition for Bovee Bridge Replacement Project [551.071 and 551.072]. *Alejandra Valadez*

**41. Update** on Project Logo application for Chapter 380 Economic Development Incentives. [551.071 and 551.087]. *Alejandra Valadez*

**42. Adjourn**

**DATED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2022**

By:   
Olivia Navarro, City Clerk

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

**DATED THIS 28<sup>th</sup> OF FEBRURY, 2022**

By:   
Olivia Navarro, City Clerk

Agenda posted: 2-28-2022 @ 2:57 pm  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_

**ITEM 6**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Presentation** by Vianey Esparza from the City of El Paso – Environmental Services regarding Vector Control Services.

**SUMMARY**

The City of El Paso's Vector Control Program takes a proactive approach protecting the El Paso community and surrounding municipalities by controlling and eradicating mosquitos. Additionally, the team is responsible for addressing concerns related to stagnant water and confirming possible rodent and select insect infestations (ticks and fleas, excluding bees).

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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



# ESD Vector Control Program

Who We Are and What We Do  
Environmental Services





## Strategic Goals

- Goal 2.8 – Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety
- Goal 8.9 – Enhance vector control and environmental education to provide a safe and healthy environment

## What is a Vector?

- Any living organism that transmits an infectious disease to humans, most commonly, the mosquito

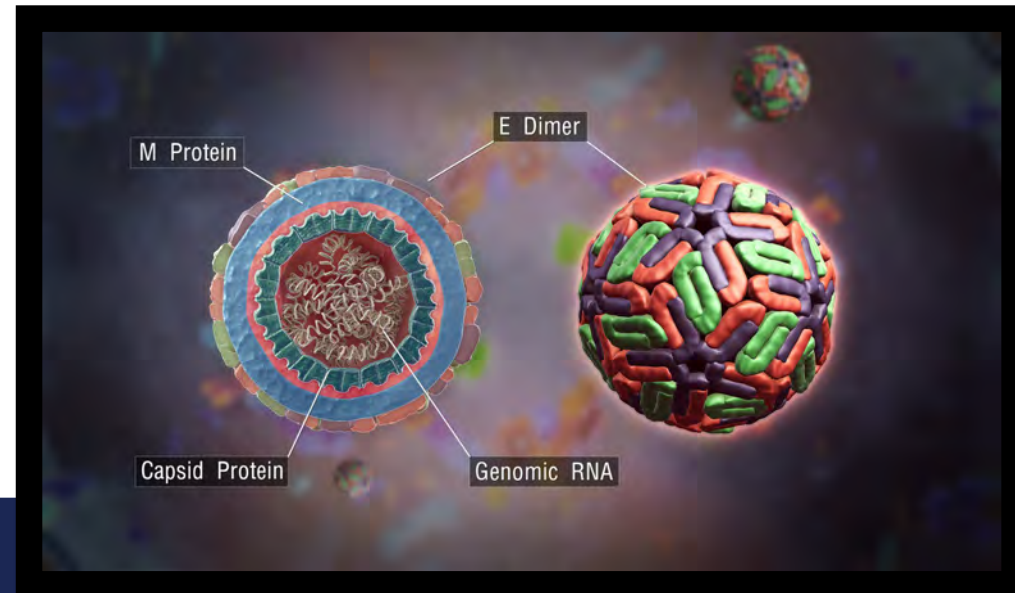
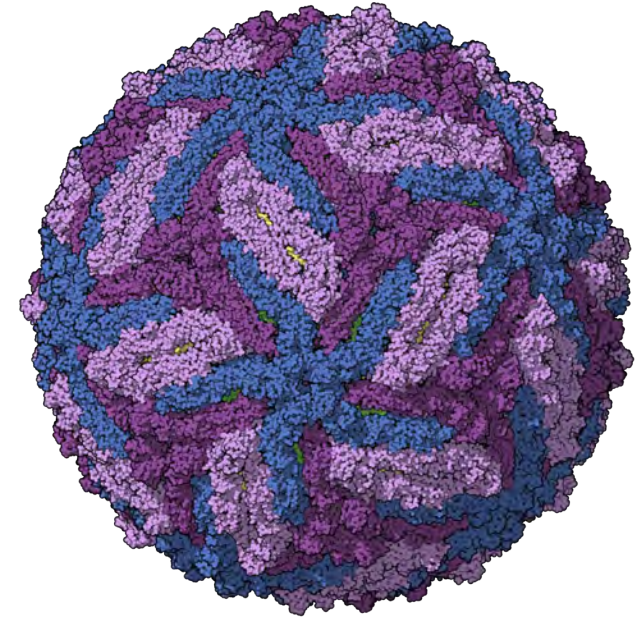


## What is an “arbovirus?”

- Arbovirus is an informal name used to refer to any virus that is transported by an arthropod vector
- “Arbo-” is a combination of “ar-” from “arthropod” and “bo-” from “borne,” meaning an *arthropod-borne virus*
- Arthropods are animals with jointed legs that include both insects and arachnids
- Arbovirus vectors include mosquitos and ticks

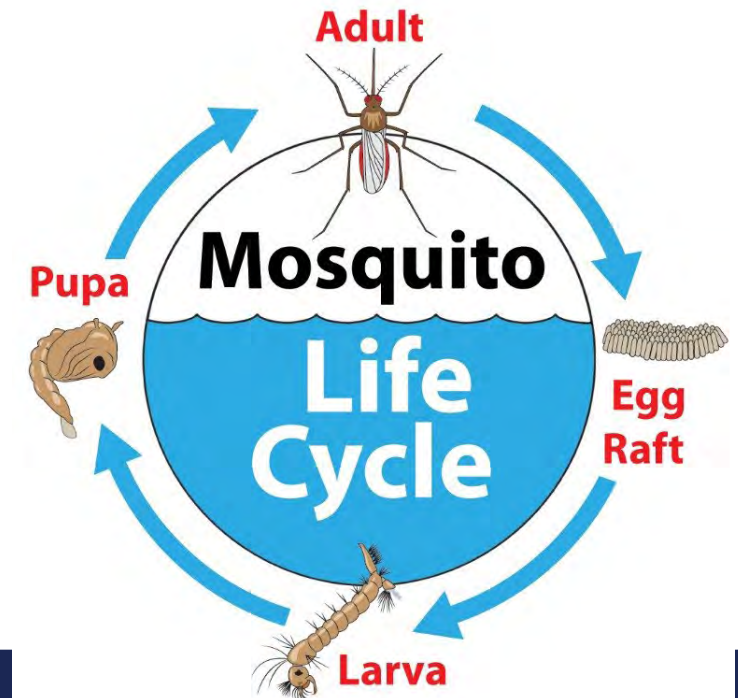
# Notable Vector-borne Diseases

- Malaria
- Dengue Fever
- West Nile
- Chikungunya
- St. Louis Encephalitis
- Western Equine Encephalitis
- **Zika**



# Mosquito Life Cycle

- Female seeks mates and seeks “blood meal”
- Female locates standing water and lays clutches of eggs
- Eggs hatch into larvae that live in water, but breathe air at water surface
- Larvae mature into pupae, which then grow into adults with the ability to fly
- Female mates with male and seeks blood meal
- Entire cycle takes approximately three weeks



## Who We Are

- Ginny Castañeda – Supervisor
  - Treatment and Inspections: 7 Officers
- Aaron Rodriguez – Senior Officer
  - Field Operations: 3 Officers



## What We Do

- Conduct surveillance activities
- Perform treatment applications
- Participate in outreach and education events

## Vector Control – Surveillance

- Setting and collecting light traps
- Inspecting for mosquito breeding at known areas where water is likely to collect
- Responding to complaints from residents
- Reviewing lab reports for presence of arboviruses in trapped mosquitos



# Vector Control – Treatment

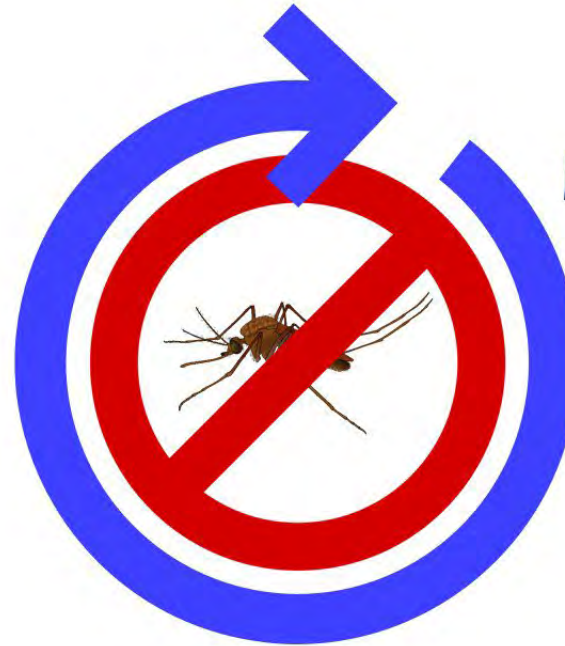
- Larvae and Pupae
  - Larvicide pellets
  - Water surface spray droplets
- Adults
  - Fogging





## Vector Control – Outreach and Education

- City District Representative Community Meetings
- Neighborhood Association Meetings
- Science Classrooms
- Interlocal Municipality Meetings



### **BREAK THE CYCLE**

- 1. TIP AND TOSS**
- 2. FIGHT THE BITE**
- 3. REPORT VIOLATIONS**



**Coming Soon...**





## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People



| FY22, Per Capita Cost Allocation | El Paso            | Anthony        | Clint          | Horizon         | Socorro         | El Paso County   | San Elizario    | Vinton         | Total Operational Cost |
|----------------------------------|--------------------|----------------|----------------|-----------------|-----------------|------------------|-----------------|----------------|------------------------|
| Vector Control                   | \$859,391          | \$6,634        | \$1,226        | \$22,156        | \$42,383        | \$125,601        | \$12,416        | \$2,676        | \$1,072,483            |
| Air Quality (per capita)         | \$229,948          | \$1,775        | \$328          | \$5,928         | \$11,340        | \$33,607         | \$3,322         | \$716          | \$286,965              |
| <b>Grand Total</b>               | <b>\$1,089,339</b> | <b>\$8,409</b> | <b>\$1,554</b> | <b>\$28,084</b> | <b>\$53,723</b> | <b>\$159,208</b> | <b>\$15,738</b> | <b>\$3,392</b> | <b>\$1,359,448</b>     |

| FY22, Activity-based Cost Allocation | El Paso            | Anthony        | Clint        | Horizon        | Socorro         | El Paso County   | San Elizario   | Vinton         | Total Operational Cost |
|--------------------------------------|--------------------|----------------|--------------|----------------|-----------------|------------------|----------------|----------------|------------------------|
| Vector Control                       | \$858,579          | \$3,820        | \$0          | \$863          | \$28,493        | \$178,386        | \$1,561        | \$781          | \$1,072,483            |
| Air Quality (per capita)             | \$229,948          | \$1,775        | \$328        | \$5,928        | \$11,340        | \$33,607         | \$3,322        | \$716          | \$286,965              |
| <b>Grand Total</b>                   | <b>\$1,088,527</b> | <b>\$5,596</b> | <b>\$328</b> | <b>\$6,791</b> | <b>\$39,834</b> | <b>\$211,993</b> | <b>\$4,883</b> | <b>\$1,496</b> | <b>\$1,359,448</b>     |

| FY20, Per Capita Cost Allocation   | El Paso            | Anthony         | Clint          | Horizon         | Socorro         | El Paso County   | San Elizario    | Vinton         | Total Operational Cost |
|------------------------------------|--------------------|-----------------|----------------|-----------------|-----------------|------------------|-----------------|----------------|------------------------|
| Vector Control                     | \$1,100,607        | \$8,516         | \$1,511        | \$28,432        | \$54,254        | \$160,840        | \$15,933        | \$3,434        | \$1,373,527            |
| Air Quality (per capita)           | \$240,935          | \$1,860         | \$344          | \$6,212         | \$11,882        | \$35,213         | \$3,481         | \$750          | \$300,676              |
| <b>Grand Total</b>                 | <b>\$1,341,542</b> | <b>\$10,376</b> | <b>\$1,855</b> | <b>\$34,644</b> | <b>\$66,137</b> | <b>\$196,053</b> | <b>\$19,414</b> | <b>\$4,184</b> | <b>\$1,674,203</b>     |
| <b>Percent of Total Population</b> | <b>80.13%</b>      | <b>0.62%</b>    | <b>0.11%</b>   | <b>2.07%</b>    | <b>3.95%</b>    | <b>11.71%</b>    | <b>1.16%</b>    | <b>0.25%</b>   | <b>100.00%</b>         |
| <b>2010 Population</b>             | <b>649,121</b>     | <b>5,011</b>    | <b>926</b>     | <b>16,735</b>   | <b>32,013</b>   | <b>94,870</b>    | <b>9,378</b>    | <b>2,021</b>   | <b>810,075</b>         |

| FY20, Activity-based Cost Allocation | El Paso            | Anthony         | Clint           | Horizon        | Socorro         | El Paso County   | San Elizario    | Vinton          | Total Operational Cost |
|--------------------------------------|--------------------|-----------------|-----------------|----------------|-----------------|------------------|-----------------|-----------------|------------------------|
| Vector Control                       | \$1,076,747        | \$24,810        | \$28,198        | \$3,183        | \$22,231        | \$136,335        | \$69,756        | \$12,267        | \$1,373,527            |
| Air Quality (per capita)             | \$240,935          | \$1,860         | \$344           | \$6,212        | \$11,882        | \$35,213         | \$3,481         | \$750           | \$300,676              |
| <b>Grand Total</b>                   | <b>\$1,317,681</b> | <b>\$26,670</b> | <b>\$28,542</b> | <b>\$9,395</b> | <b>\$34,113</b> | <b>\$171,548</b> | <b>\$73,237</b> | <b>\$13,017</b> | <b>\$1,674,203</b>     |
| <b>Percent of Total Cost</b>         | <b>78.70%</b>      | <b>1.59%</b>    | <b>1.70%</b>    | <b>0.56%</b>   | <b>2.04%</b>    | <b>10.25%</b>    | <b>4.37%</b>    | <b>0.78%</b>    | <b>100.00%</b>         |

| Per capita Percentages             | El Paso City   | Anthony      | Clint        | Horizon       | Socorro       | EP County     | San Elizario | Vinton       |                |
|------------------------------------|----------------|--------------|--------------|---------------|---------------|---------------|--------------|--------------|----------------|
| <b>Percent of Total Population</b> | <b>80.13%</b>  | <b>0.62%</b> | <b>0.11%</b> | <b>2.07%</b>  | <b>3.95%</b>  | <b>11.71%</b> | <b>1.16%</b> | <b>0.25%</b> | <b>100.00%</b> |
| <b>2010 Population</b>             | <b>649,121</b> | <b>5,011</b> | <b>926</b>   | <b>16,735</b> | <b>32,013</b> | <b>94,870</b> | <b>9,378</b> | <b>2,021</b> | <b>810,075</b> |

## ITEM 7

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Yvonne Colon - Villalobos, District 4 Representative**

**SUBJECT: *Presentation from Nationwide representative Sarita Null on a 401A retirement plan.***

### **SUMMARY**

A 401(a) plan is an employer-sponsored money-purchase retirement plan that allows dollar or percentage-based contributions from the employer, the employee, or both. The sponsoring employer establishes eligibility and the vesting schedule. The employee can withdraw funds from a 401(a) plan through a rollover to a different qualified retirement plan, a lump-sum payment, or an annuity.

### **STATEMENT OF THE ISSUE**

### **FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

### **ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

## ITEM 8

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**DATE:** February 24, 2022

**TO:** Mayor & City Council

**FROM:** Rudy Cruz Jr. District 3 Representative

**SUBJECT:** Update regarding MPO

**SUMMARY:** MPO Updates will be provided regularly

### **BACKGROUND**

**STATEMENT OF THE ISSUE:** As stated when appointed to the MPO, I will be providing regular updates and reporting to this Council and the residents of Socorro to provide informative briefings on what is currently happening in our City with transportation efforts. I have requested for TXDOT to be present in order to provide accurate updates and future project overviews.

### **FINANCIAL IMPACT**

### **ALTERNATIVE**

### **NO APPROVE**

### **STAFF RECOMMENDATION**

**ITEM 10**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large/Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**REGULAR COUNCIL MEETING MINUTES  
FEBRUARY 17, 2022 @ 6:00 P.M.**

**MEMBERS PRESENT:**

Mayor Ivy Avalos  
Ruben Reyes  
Cesar Nevarez  
Alejandro Garcia  
Rudy Cruz, Jr.

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Olivia Navarro, City Clerk  
Carlos Gallinar, City Planner  
Jim Martinez, City Attorney  
  
Estevan Gonzales, IT Director  
Chief David Burton  
Rosie Escobar, Executive Assistant  
Carol Candelaria, HR Director  
Victor Reta, Community Ctrs. Director  
Officer Arellano  
Charles Casiano, Finance Director  
Louie Chavez PPW Director  
Julie Franco, City Auditor

**1. CALL TO ORDER**

The meeting was called to order at: 6:03 pm.

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

Grey Wolf Warrior Society Color Guard made entrance.

Pledge of Allegiance led by students of Escontrias Elementary School.

**3. Establishment of Quorum**

Quorum was established with all council members present.



#### **4. PUBLIC COMMENT**

No speakers for Public Comment.

#### **PRESENTATION**

#### **5. PRESENTATION ON NATIONWIDE RETIREMENT PLANNING 457 DEFERRED COMPENSATION AND TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS). ADRIANA RODARTE**

Presentation by Sarita Null from Nationwide Retirement Plan 457B and Anthony Mill and Michelle Kranes from TMRS.

#### **6. PRESENTATION BY CITY MANAGER, REGARDING JANUARY 2022 MONTHLY REPORT. ADRIANA RODARTE**

Presentation made by Adriana Rodarte.

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *move up items twenty-three (23), twenty-nine (29), thirty (30) and thirty-one (31)*. Motion passed.

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

Nays:

Abstain:

#### **23. DISCUSSION AND ACTION TO APPROVE TO HOST THE BINATIONAL HISTORY CONFERENCE SEPTEMBER 9<sup>TH</sup> THROUGH THE 11<sup>TH</sup>, 2022. MAYOR IVY AVALOS**

A motion was made by Rudy Cruz, Jr. seconded by Yvonne Colon-Villalobos to *approve item number twenty-three (23)*. Motion passed.

Mr. Borrego spoke on this item.

Ruben Reyes stepped out of meeting at 7:02 pm

Ruben Reyes returned to meeting at 7:04 pm

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

Nays:

Abstain:

**29. DISCUSSION AND ACTION TO APPROVE THE APPOINTMENT OF JOSE MARRUFO TO THE BUILDING AND STANDARDS COMMISSION PLACE 1. CESAR NEVAREZ**

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number twenty-nine (29)*. Motion passed.

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

Nays:

Abstain:

**30. DISCUSSION AND ACTION TO APPROVE THE APPOINTMENT OF JESSE MONTELONGO TO THE HISTORICAL LANDMARK COMMISSION PLACE 1. CESAR NEVAREZ**

A motion was made by Cesar Nevarez seconded by Alejandro Garcia to *approve item number thirty (30)*. Motion passed.

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

Nays:

Abstain:

**31. SWEARING IN OF NEWLY APPOINTED COMMISSIONERS.**

Mayor Ivy Avalos swore in Jose Marrufo and Jesse Montelongo.

**CONSENT AGENDA**

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

**8. EXCUSE ABSENT COUNCIL MEMBERS. OLIVIA NAVARRO**

**9. APPROVAL OF REGULAR COUNCIL MINUTES OF FEBRUARY 3, 2022. OLIVIA NAVARRO**

**10. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF LOTS 1 AND 2, STOCKYARD SUBDIVISION FROM C-2 AND M-2 TO IC-MUD AND VARIANCE REQUEST TO REDUCE THE FRONT SETBACK AND REDUCE THE PARKING REQUIREMENTS. CARLOS GALLINAR**

**11. INTRODUCTION, FIRST READING AND CALLING FOR PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF TRACT 9A, BLOCK 14, SOCORRO GRANT, FROM R-1 TO R-2 AND VARIANCE REQUESTS TO REDUCE THE FRONT SETBACK AND REDUCE THE PARKING REQUIREMENTS. CARLOS GALLINAR**

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

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

Nays:

Abstain:

**REGULAR AGENDA**

**HUMAN RESOURCES DEPARTMENT**

**12. DISCUSSION AND ACTION TO APPROVE THE UPDATED TUITION REIMBURSEMENT PROGRAM. CAROL CANDELARIA**

A motion was made by Alejandro Garcia seconded by Ruben Reyes to *approve item number twelve (12)*.

An amended motion was made by Alejandro Garcia to *approve with stipulations adding to Section II Limitations item D good standing and Section III Request and approval Procedure D. 7 days to appeal rather than 3*. Motion passed.

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

Nays:

Abstain:

**13. DISCUSSION AND ACTION TO APPROVE AMENDMENT OF THE EMPLOYEE HANDBOOK ADDING G.09 AND G.10. CAROL CANDELARIA**

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

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

Nays:

Abstain:

**PLANNING AND ZONING DEPARTMENT**

**14. DISCUSSION AND ACTION ON APPROVAL OF FINAL PLAT FOR ESTANCIAS DEL PARRAL. CARLOS GALLINAR**

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

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

Nays:

Abstain:

**15. DISCUSSION AND ACTION TO APPROVE A SUBDIVISION REPLAT FOR BAUMAN ESTATES UNIT 2, REPLAT K. CARLOS GALLINAR**

A motion was made by Alejandro Garcia to *approve item number fifteen (15)*. Motion passed.

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

Nays:

Abstain:

**16. DISCUSSION AND ACTION ON APPROVAL OF FINAL PLAT FOR HACIENDAS DE SOCORRO. CARLOS GALLINAR**

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

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

Nays:

Abstain: Yvonne Colon-Villalobos.

**17. DISCUSSION AND ACTION TO APPROVE SUBDIVISION REPLAT AND VARIANCE REQUEST FOR RALLY PLACE UNIT 2. CARLOS GALLINAR**

A motion was made by Rudy Cruz, Jr., seconded by Cesar Nevarez to *approve item number seventeen (17)*. Motion passed.

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

Nays:

Abstain:

**18. DISCUSSION AND ACTION ON A REQUEST BY TROPICANA HOMES TO PROVIDE RESOLUTIONS OF SUPPORT FOR THREE LOW INCOME HOUSING TAX CREDIT PROJECTS, RESOLUTION 670 NEVAREZ PALMS II, RESOLUTION 671 FIESTA PALMS AND RESOLUTION 672 JAIME O. PEREZ MEMORIAL APARTMENTS II. CARLOS GALLINAR**

A motion was made by Rudy Cruz, Jr. seconded by Yvonne Colon-Villalobos to *approve item number eighteen*. Motion passed.

Randy Bowling spoke on this item.

A motion was made by Yvonne Colon-Villalobos to *suspend the rule and allow Mr. Bowling to continue speaking*. Motion passed.

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

Nays:

Abstain:

**CITY MANAGER**

**19. DISCUSSION AND ACTION TO APPROVE ANY COUNCIL MEMBER, CITY MANAGER AND DESIGNATED STAFF TO ATTEND THE TML LEADERSHIP ACADEMY COURSE 1 AND 2 IN ROUND ROCK, TEXAS APRIL 6-8<sup>TH</sup> AND MAY 11-13<sup>TH</sup> 2022. ADRIANA RODARTE**

A motion was made by Rudy Cruz, Jr. seconded by Alejandro Garcia to *allow Mayor Ivy Avalos and Yvonne Colon-Villalobos to attend*.

Ruben Reyes stepped out of the meeting at 8:02 pm.

Ruben Reyes returned to meeting at 8:04 pm.

An amended motion was made by Rudy Cruz, Jr. seconded by Ruben Reyes to *approve the attendance of Mayor Ivy Avalos, Yvonne Colon-Villalobos, District 4 Representative and AtLarge Representative Ruben Reyes*. Motion passed.

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

Nays:

Abstain:

**20. DISCUSSION AND ACTION TO AUTHORIZE STAFF TO ISSUE A REQUEST FOR QUALIFICATIONS OR OTHER INSTRUMENT TO SOLICIT PROPOSALS FOR ENGINEERING SERVICES.**

**ADRIANA RODARTE**

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

Michel Maksoud, President and CEO of Dannebaum Engineering Services spoke on this item.

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

Nays:

Abstain:

**21. DISCUSSION AND ACTION TO APPROVE THE TRAVEL, MILEAGE AND RELATED EXPENSE POLICY AMENDMENT NO. 7. JULIE FRANCO**

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve item number twenty-one (21)*. Motion passed.

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

Nays:

Abstain:

**22. DISCUSSION AND ACTION TO APPROVE RESOLUTION 673 AUTHORIZING THE DESIGNATION OF SIGNATORIES FOR FINANCIALS LISTED IN RESOLUTION. JULIE FRANCO**

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

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

Nays:

Abstain:

**MAYOR AND COUNCIL**

**24. PUBLIC HEARING ON WRITTEN CHARGE TO REMOVE HUGO GOMEZ AS A MEMBER OF THE BUILDING AND STANDARDS COMMISSION PLACE 6 OF THE CITY OF SOCORRO, TEXAS. MAYOR IVY AVALOS**

Public Hearing opened at 8:22 pm

Angelina M. Ramos spoke during Public Hearing

Public Hearing closed at 8:24 pm.



**25. DISCUSSION AND ACTION ON APPROVAL TO REMOVE HUGO GOMEZ AS A MEMBER OF THE BUILDING AND STANDARDS COMMISSION PLACE 6. MAYOR IVY AVALOS**

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve item number twenty-five (25)*. Motion passed.

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

Nays:

Abstain:

A motion was made by Rudy Cruz, Jr. seconded by Alejandro Garcia to *suspend the rule and allow speakers to speak*. Motion passed.

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

Nays:

Abstain:

During this time Angelina M. Ramos and Jack and Irene Martin spoke.

**26. PUBLIC HEARING ON WRITTEN CHARGE TO REMOVE GERARDO GONZALEZ AS A MEMBER OF THE BUILDING AND STANDARDS COMMISSION PLACE 7 OF THE CITY OF SOCORRO, TEXAS. MAYOR IVY AVALOS**

Public Hearing opened at 8:29 pm

Public Hearing closed at 8:30 pm

**27. DISCUSSION AND ACTION ON APPROVAL TO REMOVE GERARDO GONZALEZ FROM THE BUILDING AND STANDARDS COMMISSION PLACE 7 OF THE CITY OF SOCORRO, TEXAS. MAYOR IVY AVALOS**

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

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

Nays:

Abstain:

**28. DISCUSSION AND ACTION TO APPROVE THE APPOINTMENT OF FORMER MAYOR JESUS RUIZ TO THE BOARD OF ADJUSTMENTS PLACE 7. MAYOR IVY AVALOS**

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve item number twenty-eight (28)*. Motion passed.

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

Nays:

Abstain:

**32. DISCUSSION AND ACTION TO APPROVE THE TXHAF PROGRAM IS ADMINISTERED BY THE TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS. FUNDS FOR THE PROGRAM COME FROM THE U.S. DEPARTMENT OF TREASURY, ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021. RUDY CRUZ, JR.**

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve item number thirty-two (32)*. Motion passed.

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

Nays:

Abstain:

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

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

Nays:

Abstain:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:40**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED INTO OPEN SESSION AT 8:54 PM**

**33. 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**

**34. 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**

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

**ADRIANA RODARTE**

A motion was made by Yvonne Colon-Villalobos seconded by Alejandro Garcia to *delete items thirty-three (33), thirty-four (34) and thirty-five (35).* Motion passed.

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

Nays:

Abstain:

**36. DISCUSSION AND ACTION TO APPROVE AMENDED CONTRACT FOR CHIEF OF POLICE [551.071 AND 551.074].**

**ADRIANA RODARTE**

A motion was made by Yvonne Colon-Villalobos seconded by Alejandro Garcia to *approve item thirty-six (36) as written with an effective date of January 20, 2022.*

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

Nays:

Abstain:

**37. ADJOURN**

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *adjourn at 8:56 pm.*

---

**Ivy Avalos, Mayor**

---

Olivia Navarro, City Clerk

---

Date minutes were approved



**CITY OF SOCORRO**  
**CITY COUNCIL MEETING**  
**Meeting Date: March 3, 2022**

**REZONING & VARIANCE REQUEST**  
**STAFF REPORT**

**SUBJECT:**

**SECOND READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF TRACT 9A, BLOCK 14, SOCORRO GRANT, FROM R-1 TO R-2 AND VARIANCE REQUESTS TO REDUCE THE FRONT SETBACK AND REDUCE THE PARKING REQUIREMENTS.**

**NAME:** SOCORRO VILLAGE APARTMENTS

**PROPERTY ADDRESS:** 148 S. Buford Road

**PROPERTY LEGAL DESCRIPTION:** Tract 9A, Block 14, Socorro Grant

**PROPERTY OWNER:** Socorro Village Interim, LLC

**REPRESENTATIVE:** Christian Szymczak, Socorro Village Interim, LLC

**PROPERTY AREA:** 8.41 Acres

**CURRENT ZONING:** R-1 (Single Family Residential)

**PROPOSED ZONING:** R-2 (Medium Density Residential)

**CURRENT LAND USE:** Apartments (Legal Non-Conforming)

**FUTURE LAND USE MAP:** High Density Residential

**PROPOSED LAND USE:** Apartments

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

**SUMMARY OF REQUEST:** Applicant is looking to remodel existing apartment complex. Property is currently legal non-conforming. Applicant is looking to re-zone to bring property into compliance. R-2 allows multi-family development. Applicant is also requesting front setback variance of 34'-3". The code requires 55' on a minor arterial. Applicant is also requesting a parking reduction of 5 parking spaces.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL of rezoning and variances with a condition to include a 6' high decorative and see through fence (wrought iron / rock wall-wrought iron combination) to enclose the playground.

**BOARD RECOMMENDATION:** PNZ voted to approve (6-0) on February 15, 2022.

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**Deny**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE APPROVING THE REZONING OF TRACT 9A, BLOCK 14, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND THE VARIANCES TO REDUCE THE FRONT YARD SETBACK AND REDUCE PARKING REQUIREMENTS AND WITH THE CONDITION THAT A 6' HIGH DECORATIVE FENCE BE CONSTRUCTED AROUND THE PERIMETER OF THE PLAYGROUND.**

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the property at 148 Buford Road being Tract 9A, Block 14, Socorro Grant, Socorro, Texas has been rezoned from R-1 (Single Family Residential) to R-2 (Medium Density Residential) with the variances to reduce the front yard setback and reduce the parking requirements and with the condition that a 6' high decorative fence be constructed around the perimeter of the playground.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

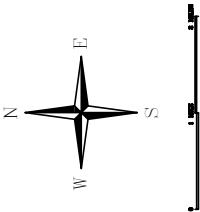
APPROVED AS TO FORM:

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

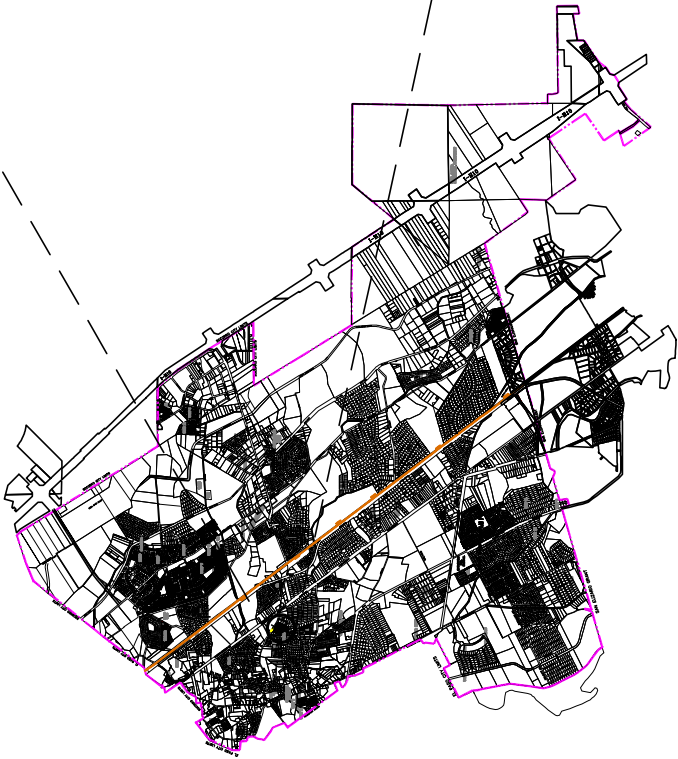
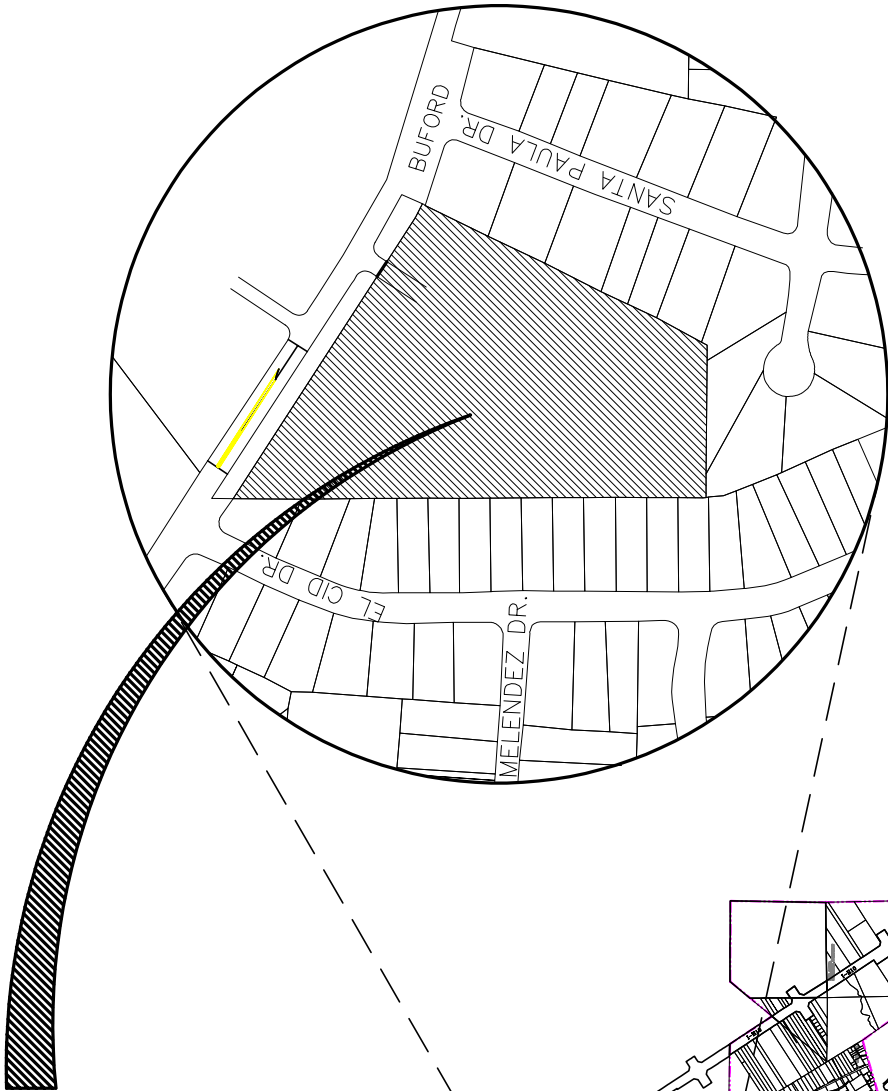
APPROVED AS TO CONTENT:

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

# LOCATION MAP



PROJECT SITE;  
148 Buford Rd.  
Tr.9-A, B-14  
Socorro Grant



CITY OF SOCORRO



**LOCATION MAP**  
Scale: AS SHOWN

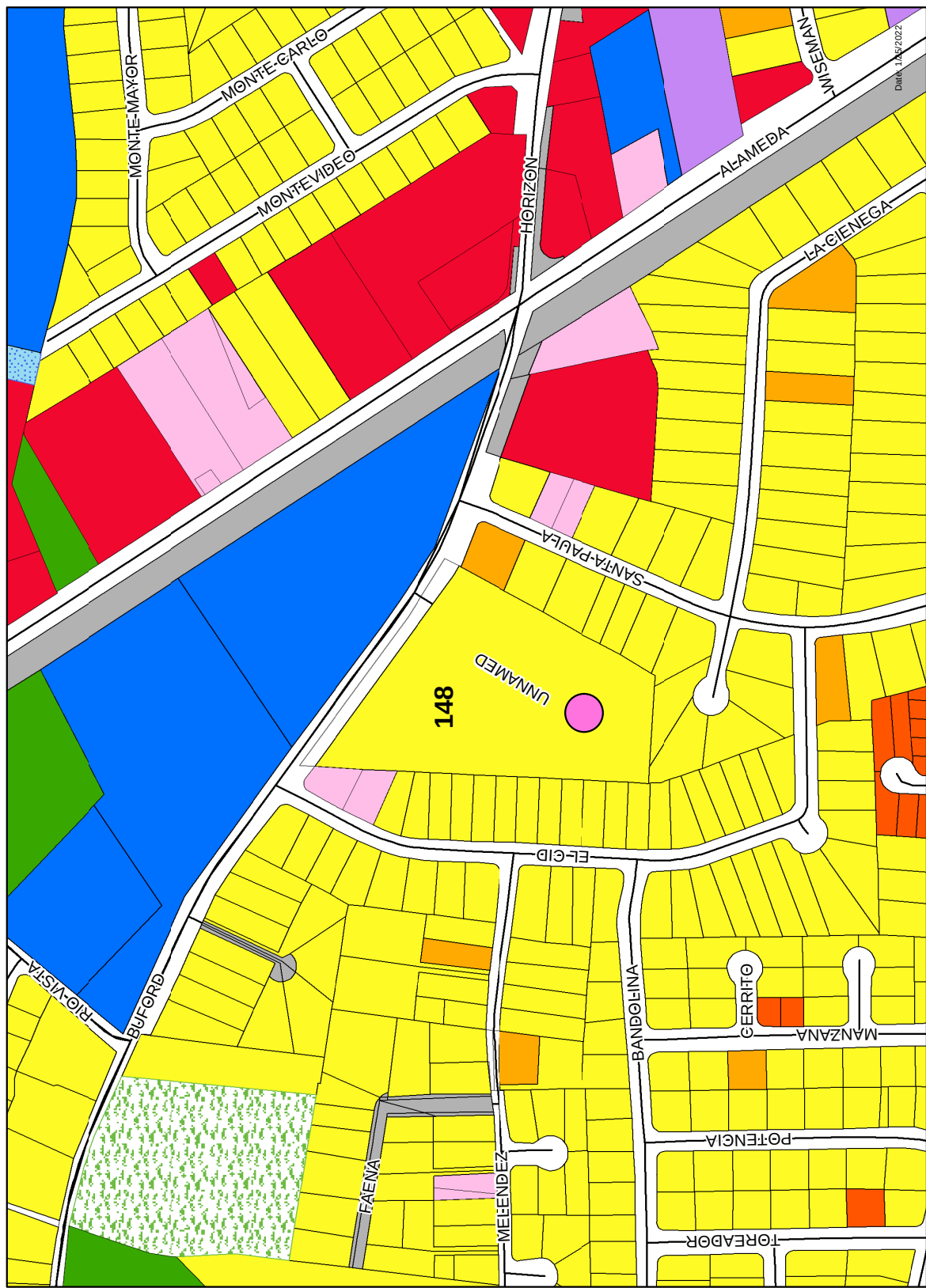
**Planning and Zoning Department**

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



# ZONING MAP

Zoning Map 148 Buford Rd.



CITY OF SOCORRO  
PLANNING & ZONING  
800 N. RIO VISTA  
SOCORRO, TX 78797



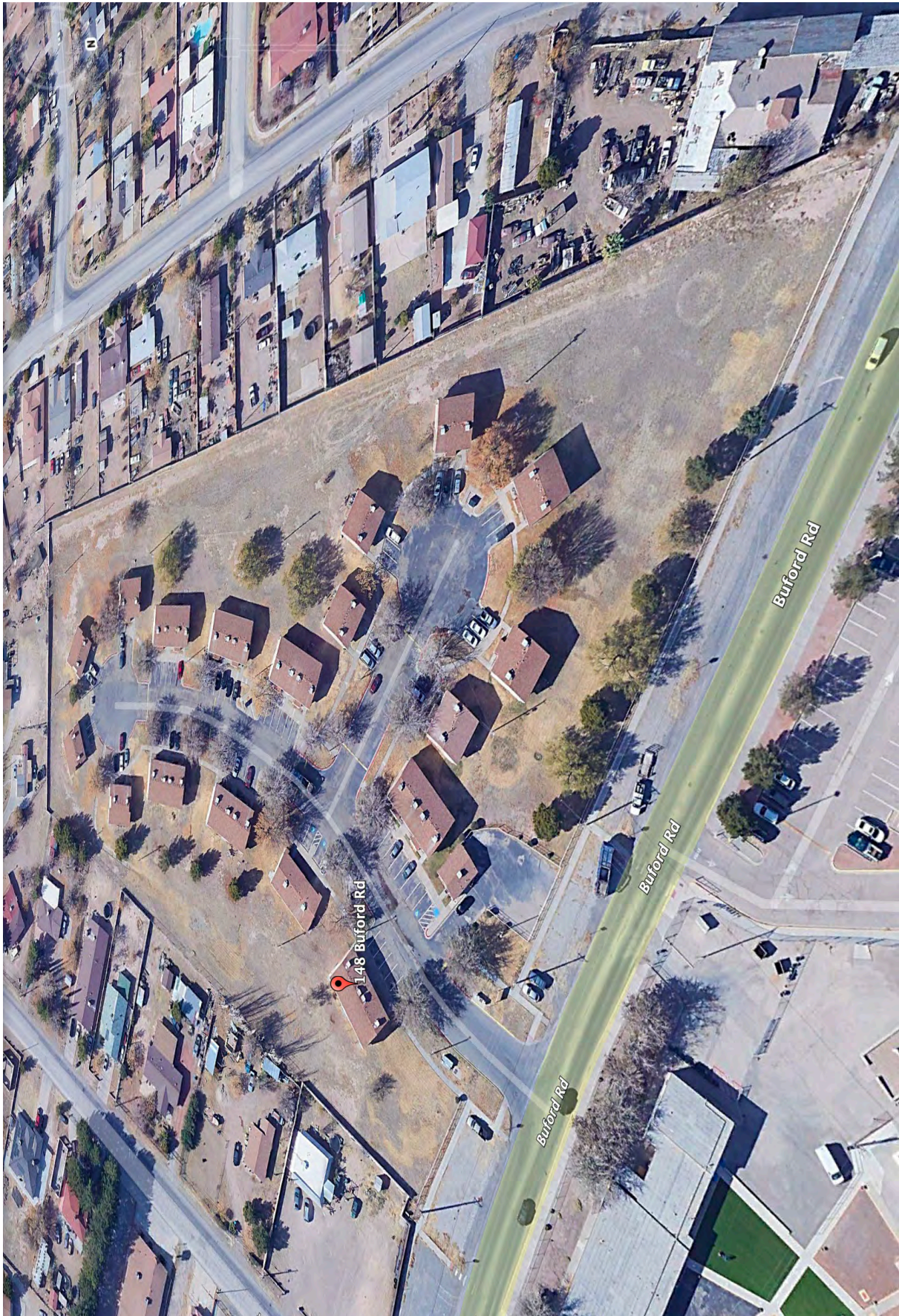
Date: 12/6/2022

# SITE PICTURES





# AERIAL PHOTO



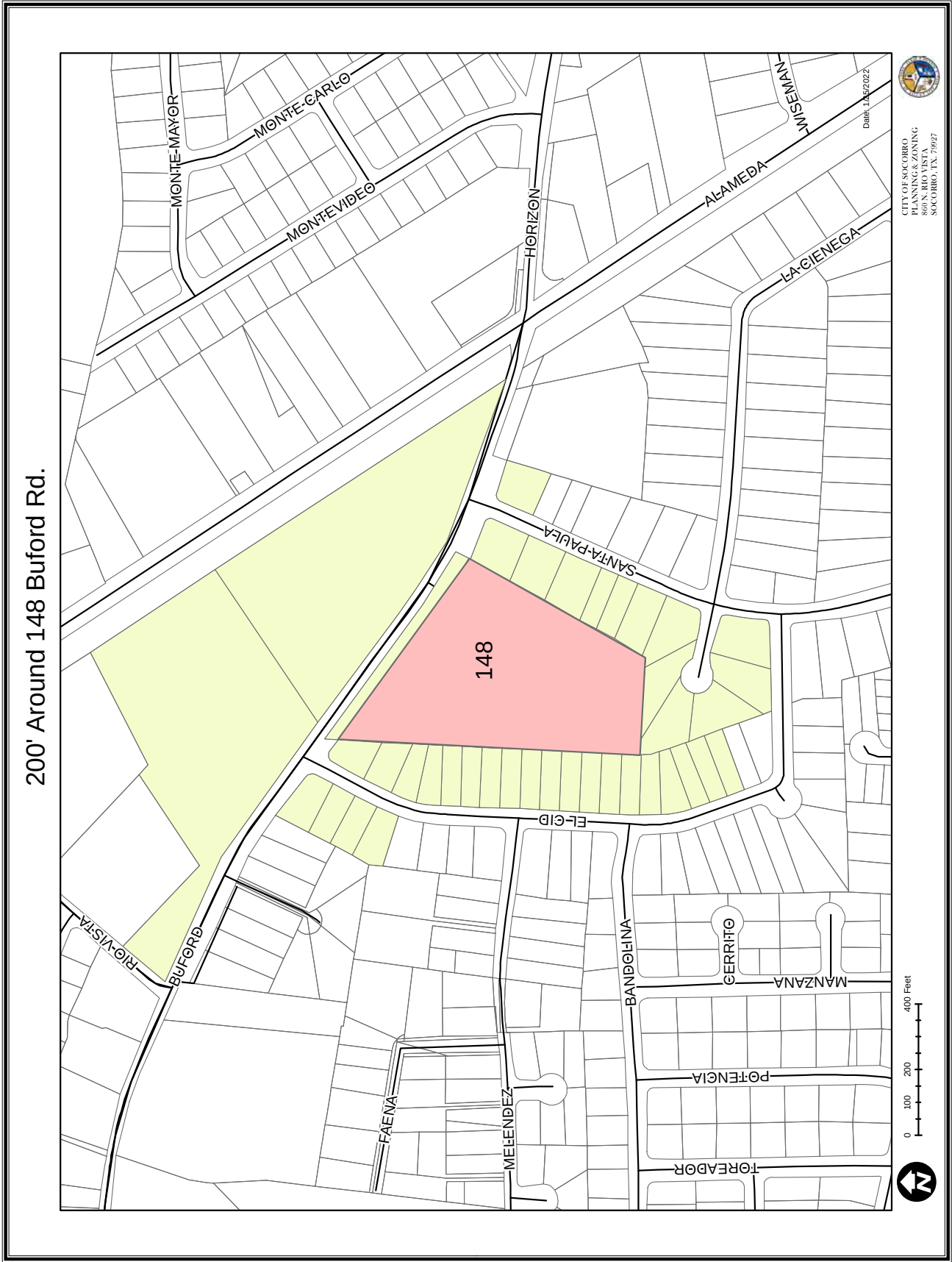


# AERIAL PHOTO





# PUBLIC NOTICES



# SITE PLAN

[illegible]



# SETBACK VARIANCE

PROPERTY = 7.859 AC (342,337 SQ FT)  
 YEAR BUILT = 1980  
 CURRENT ZONING = R1-SINGLE FAMILY RESIDENTIAL  
 PROPOSED ZONING = R2-MEDIUM DENSITY RESIDENTIAL

EXISTING BUILDINGS = 19  
 UNITS = 50

PROPOSED 'NEW' BUILDINGS = 2  
 1- NEW ADA BUILDING (2 UNITS)  
 1- NEW COMMUNITY CENTER, LAUNDRY, LEASING OFFICE  
 EXISTING LEASING OFFICE WILL BE CONVERTED TO  
 MAINTENANCE BUILDING

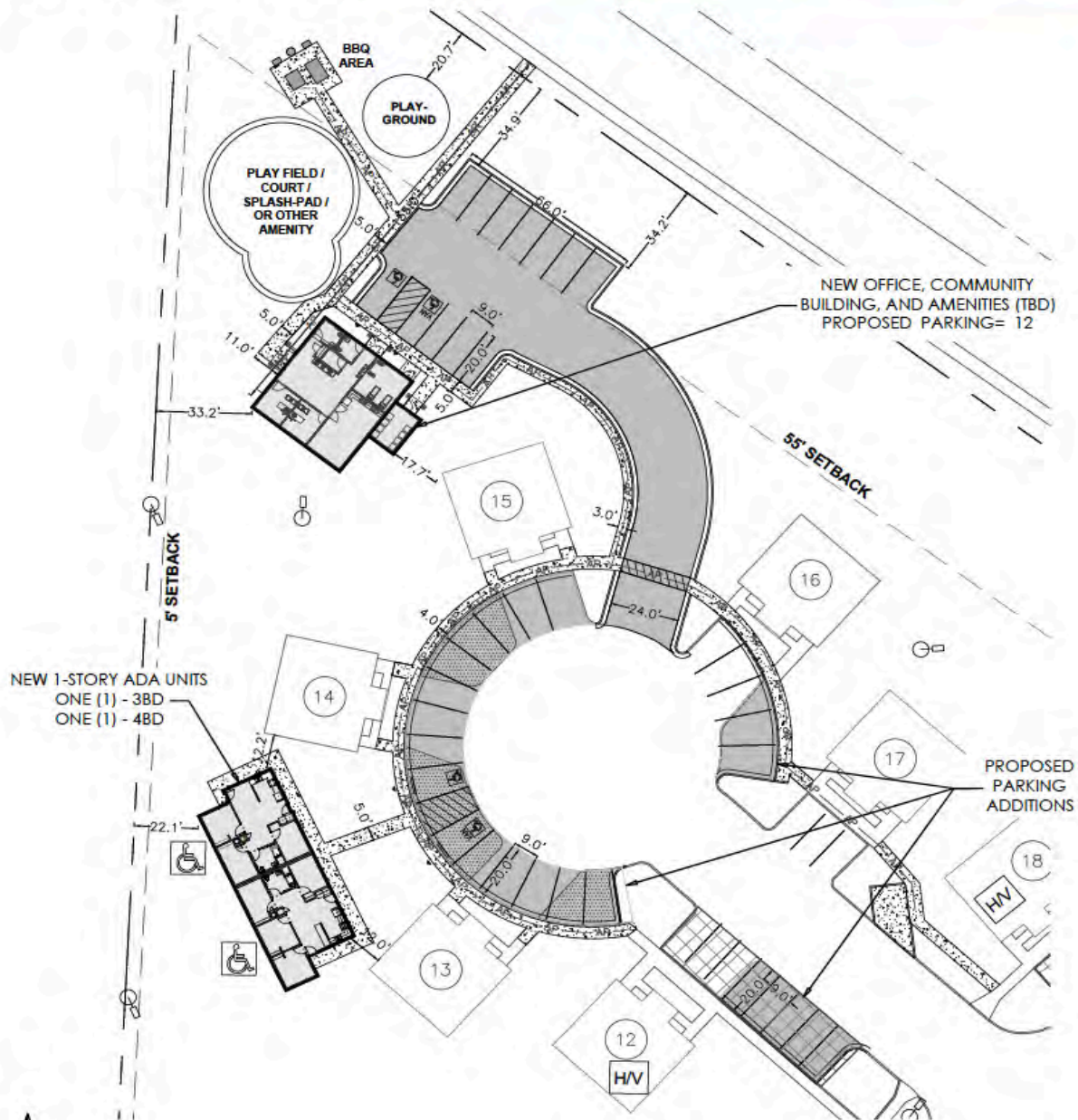
TOTAL BUILDINGS = 21  
 TOTAL UNITS = 52

EXISTING PARKING = 75 SPACES  
 PROPOSED NEW PARKING = 31 SPACES  
 TOTAL = 106 SPACES  
 PARKING REQ'D BY R2 ZONING = 111 SPACES

## VARIANCE REQUEST

1. PARKING REQUIREMENTS
2. FRONT SETBACK FOR EXISTING PARKING, PROPOSED PARKING, AND NEW PLAYGROUND AND AMENITIES.

TYPICAL STRUCTURE  
 EXISTING & PROPOSED TO MATCH







**CITY OF SOCORRO**  
**CITY COUNCIL MEETING**  
**Meeting Date: March 3, 2022**

**REZONING & VARIANCE REQUESTS**  
**STAFF REPORT**

**SUBJECT:**

**SECOND READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF LOTS 1 AND 2, STOCKYARD SUBDIVISION FROM C-2 AND M-2 TO IC-MUD AND VARIANCE REQUESTS TO REDUCE THE FRONT SETBACK AND REDUCE THE PARKING REQUIREMENTS.**

**NAME:** NEW INDUSTRIAL LOGISTICS FACILITY

**PROPERTY ADDRESS:** 11320 Gateway Boulevard East

**PROPERTY LEGAL DESCRIPTION:** Lots 1 and 2, Stockyard Subdivision

**PROPERTY OWNER:** HZ Ventures, LLC

**REPRESENTATIVE:** Will Stacy, Bryant + Stacy Group

**PROPERTY AREA:** 18 Acres

**CURRENT ZONING:** C-2 (General Commercial) and (M-2) Heavy Industrial

**PROPOSED ZONING:** IC-MUD (Industrial Commercial Mixed Use District)

**FUTURE LAND USE MAP:** Future Development Reserve

**CURRENT LAND USE:** Vacant

**PROPOSED LAND USE:** Industrial Distribution Facility

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0237-B/ FEMA, September 4, 1991)

**SUMMARY OF REQUEST:** Applicant is seeking to rezone two parcels to allow for an Industrial Distribution Facility. The applicant is also requesting 1. A front setback variance to allow a setback of 35' instead of the required 60', and 2. A parking reduction.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL of rezoning and variance requests.

**BOARD RECOMMENDATION:** Pending; PNZ will review on March 1, 2022.

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**Deny**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE APPROVING THE REZONING OF LOTS 1 AND 2, STOCKYARD SUBDIVISION FROM C-2 (GENERAL COMMERCIAL) AND M-2 (HEAVY INDUSTRIAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DISTRICT); AND THE VARIANCES TO REDUCE THE FRONT YARD SETBACK AND REDUCE THE PARKING REQUIREMENTS.**

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the property at 11320 Gateway Boulevard East and being Lots 1 and 2, Stockyard Subdivision, Socorro, Texas from C-2 (General Commercial) and M-2 (Heavy Industrial) to IC-MUD (Industrial/Commercial Mixed Use District) with the variances to reduce the front yard setback and reduce the parking requirements.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

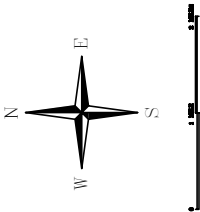
APPROVED AS TO FORM:

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

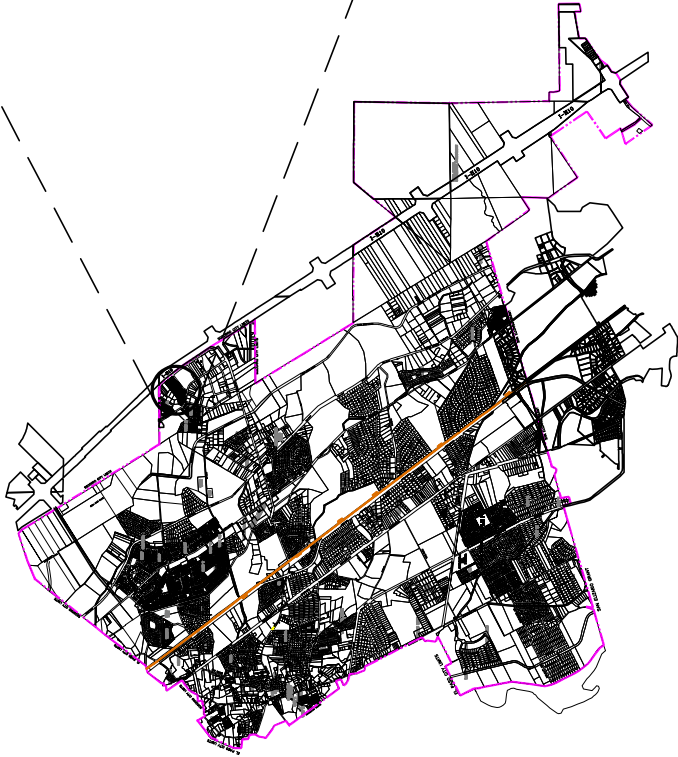
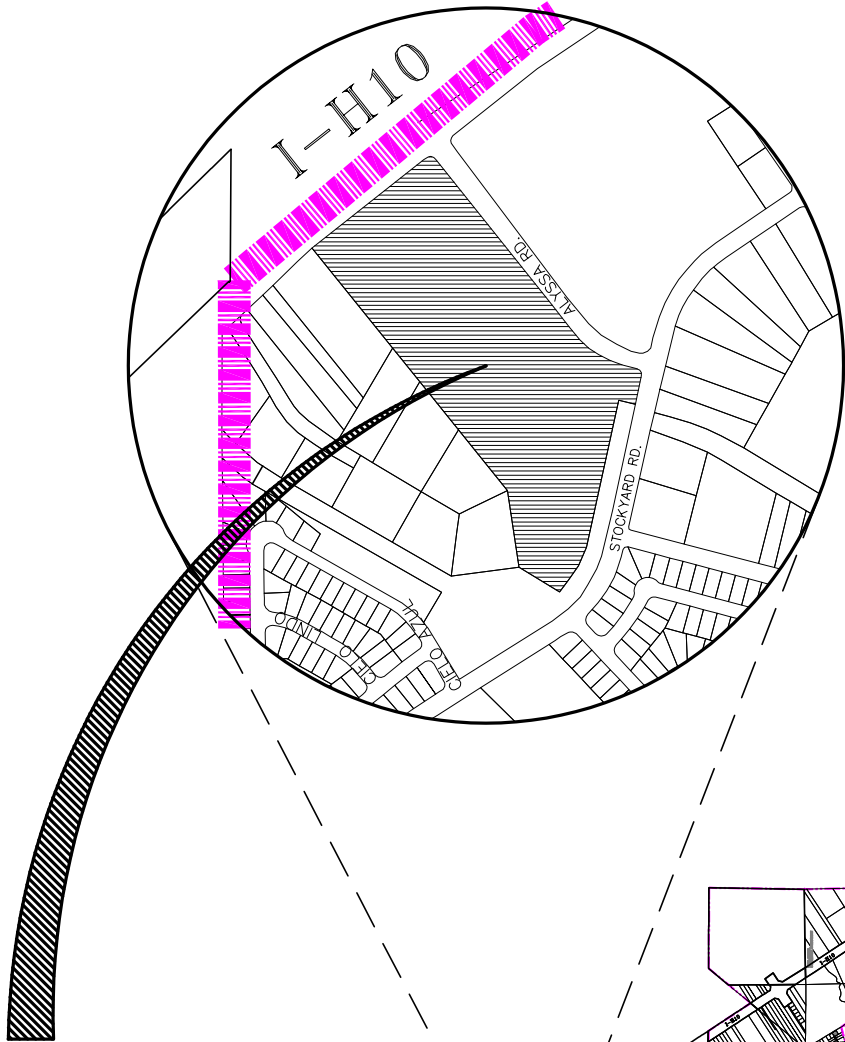
APPROVED AS TO CONTENT:

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

# LOCATION MAP



PROJECT SITE;  
11320 Gateway  
Lots 1 & 2, B-1  
Stockyard Subdivision



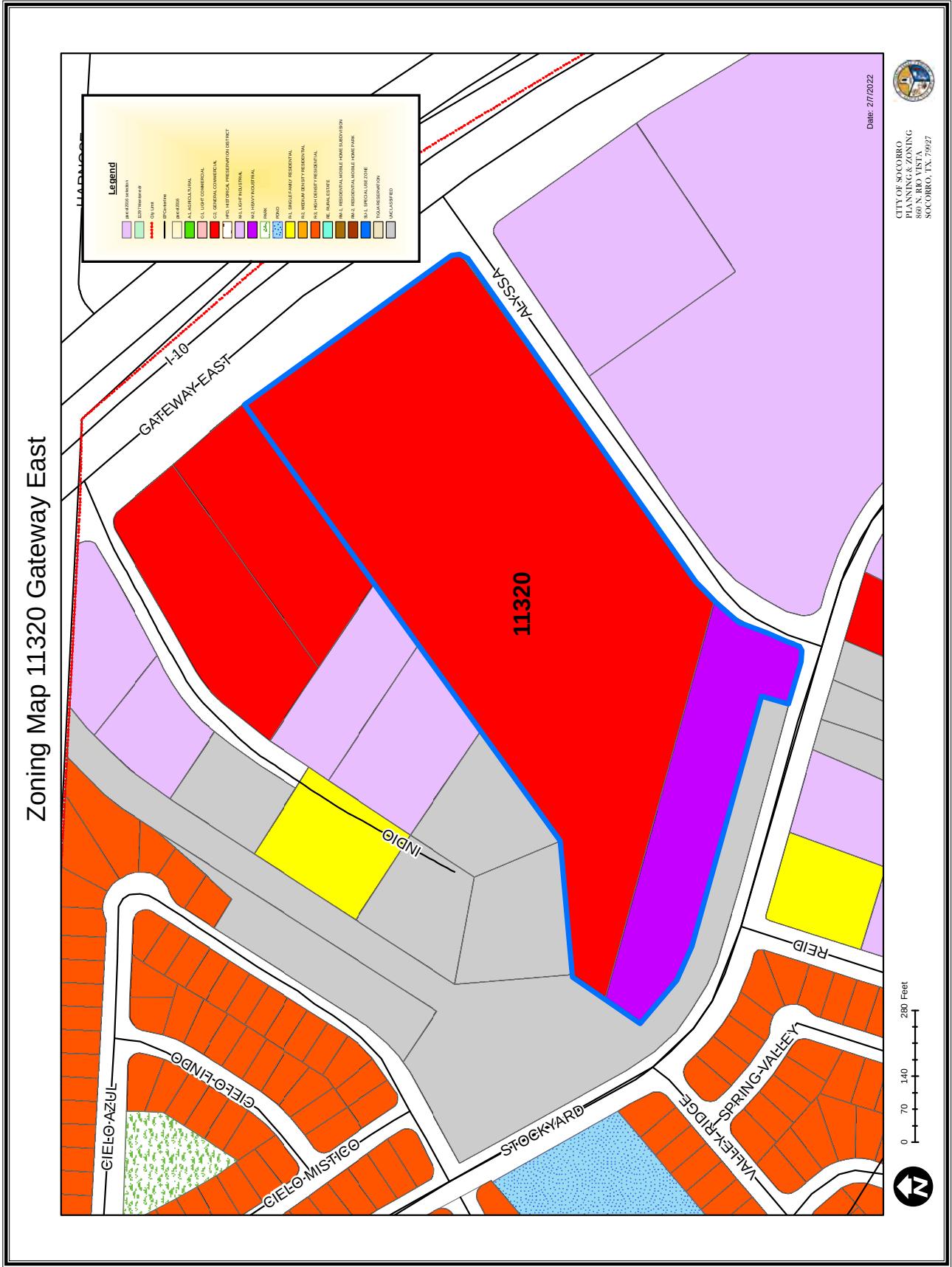
CITY OF SOCORRO

**LOCATION MAP**  
Scale: AS SHOWN

**Planning and Zoning Department**

860 N. Rio Vista, Socorro, Texas 79087 Tel: (505) 872-2531 Fax: (505) 872-4673

# ZONING MAP



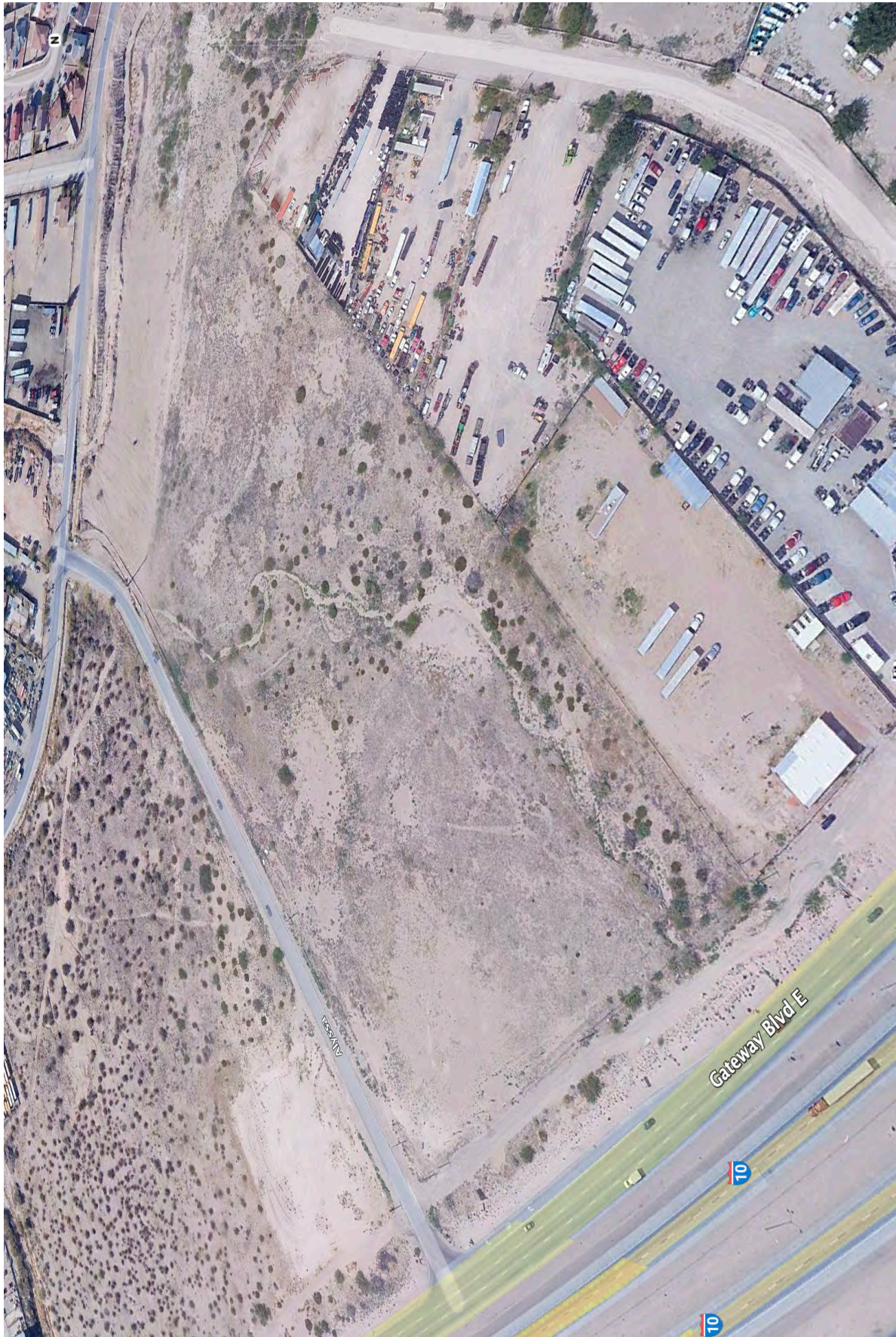


# SITE PICTURE





# AERIAL PHOTO



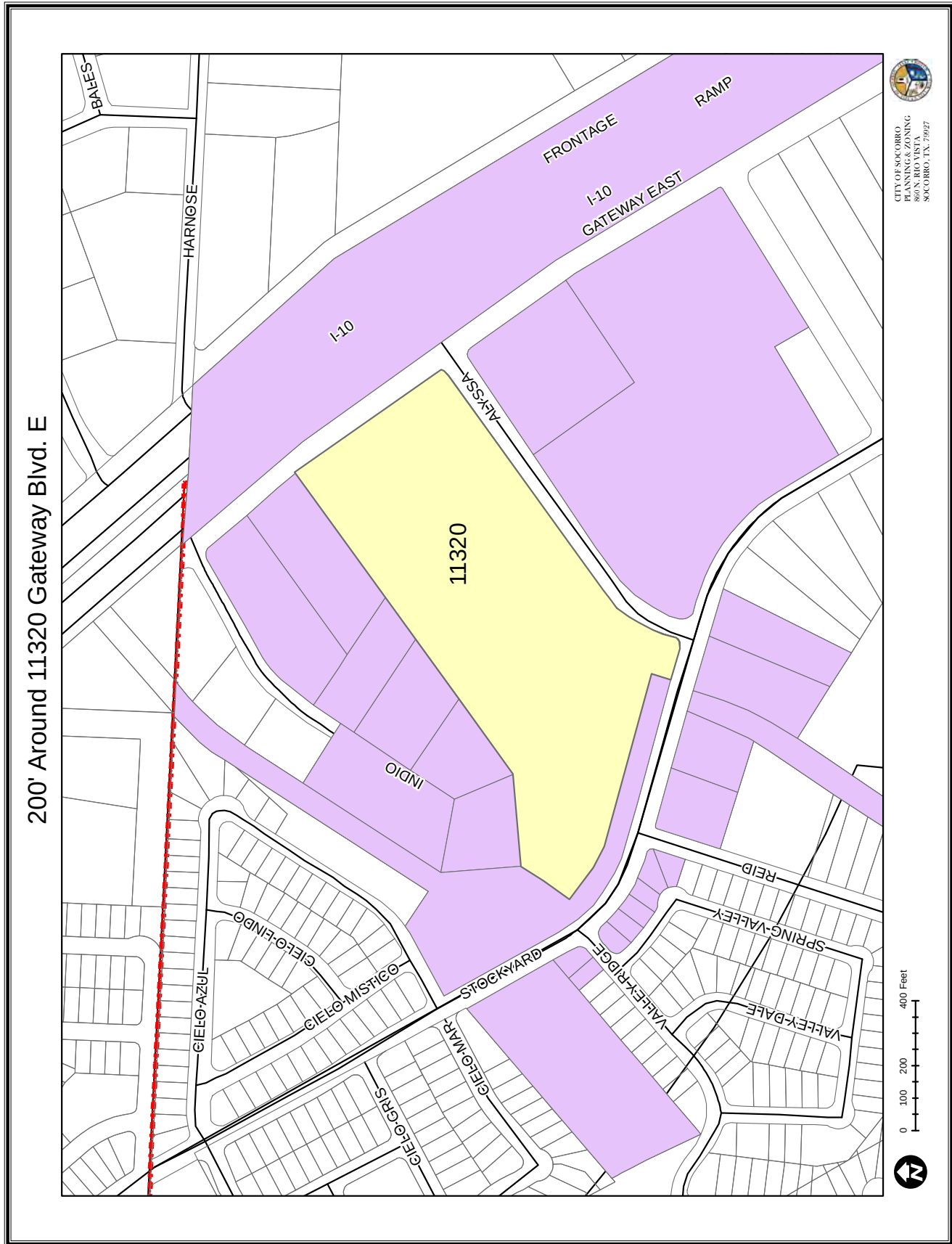


# AERIAL PHOTO





# PUBLIC NOTICES



# DEVELOPMENT PLAN





BRYANT+STACY GROUP

January 28, 2022

Via FedEx

Carlos Gallinar  
City Planner Development Director  
City of Socorro Texas  
860 N. Rio Vista  
Socorro, TX 79927

Re: Development plan for New Industrial Facility

Dear Mr. Gallinar:

Enclosed please find three (3) copies of our development plan to be included with our previously submitted application for rezoning of Lots 1 and 2, Stockyard Subdivision, El Paso County, Texas at 11320 Gateway Blvd. E, Socorro, TX 79927. Both the development plan and rezoning application pertain to a new  $\pm 254,800$  square foot industrial facility we have planned for the approximately 18 acres located at the corner of Gateway Blvd. E and Alyssa in Socorro, Texas.

Please feel free to contact us with any questions or further clarification you may require. We look forward to working with the City of Socorro on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Stacy', followed by a stylized flourish.

Will Stacy  
Principal

A handwritten signature in black ink, appearing to read 'Corbin Janssen', with a large, stylized initial 'C'.

Corbin Janssen  
Vice President

WWS:CJ:swf

Enclosures



Industrial Development Plan  
Prepared for  
The City of Socorro

January 28, 2022



## PROPOSED INDUSTRIAL PROJECT

INDUSTRIAL DEVELOPMENT PLAN



## TABLE OF CONTENTS

### **New Industrial Facility**

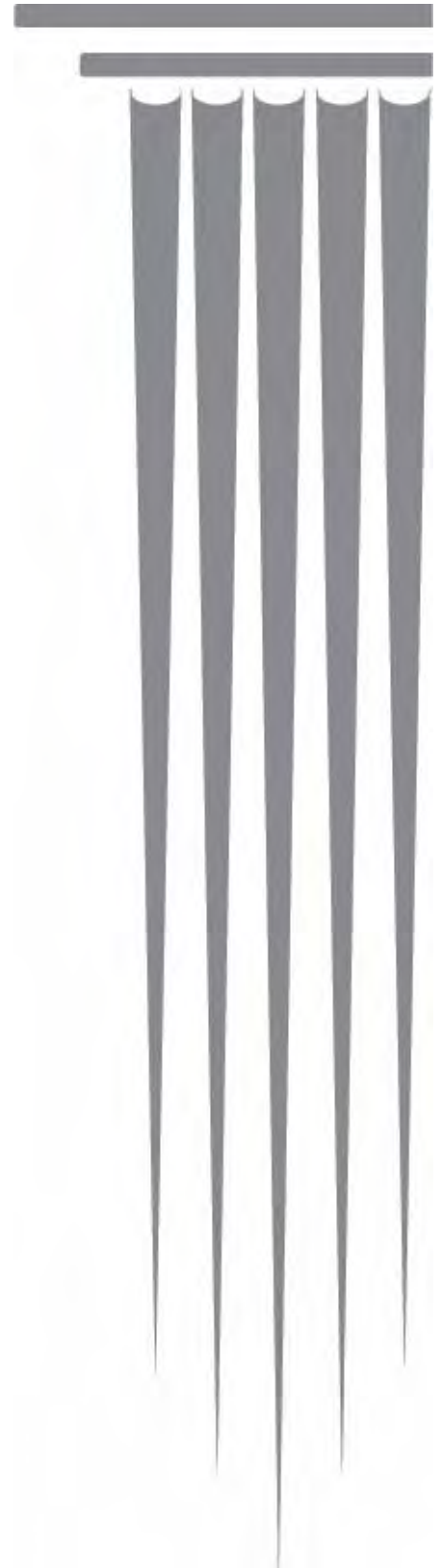
#### Industrial Development Plan Socorro, TX

- I. INTRODUCTION
- II. ZONING REQUIREMENTS CHECKLIST – CITY OF SOCORRO
- III. PARKING VARIANCE NOTES
- IV. SITE PLAN
- V. SURVEY
- VI. PROJECT SCHEDULE
- VII. COMPANY PROFILE – BRYANT + STACY GROUP





# INTRODUCTION



## INTRODUCTION

Bryant + Stacy Group intends to purchase approximately 18 acres of vacant land in Socorro, TX for the purpose of developing a Class “A” concrete tiltwall distribution warehouse facility. The planned project will consist of an approximately 254,800 SF building and will be an attractive facility directly off of Interstate-10. The project will add over \$20 million of capital investment to the city’s tax base. Additionally, future tenants will provide enhanced revenue to the city through taxes on personal property and inventory. We are confident that this project will enhance and improve the property and be an attractive addition to the area.

We look forward to working with the City of Socorro to create a mutually beneficial project.





## ZONING REQUIREMENTS CHECKLIST

**PART II - CODE OF ORDINANCES**  
**Chapter 46 - ZONING**  
**ARTICLE IV. - DISTRICT REGULATIONS**  
**DIVISION 10. IC/MUD INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS**

### DIVISION 10. 1C/MUD INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS

#### Sec. 46-450. Purpose.

The Industrial/Commercial Mixed-Use Development ("IC-MUD") Overlay District is intended to provide for greater flexibility and discretion in the more integrated development of commercial, industrial, and institutional uses and combinations of such uses. The IC-MUD district is intended to provide for a more unified plan for land parcels and more effective mitigation of potentially adverse impacts than is possible under conventional district regulations. Use of the IC-MUD district is also to encourage conservation of open space.

(Ord. No. 490, § 3, 7-2-2020)

#### Sec. 46-451. General regulations.

- (a) *Area requirements.* Each IC-MUD district shall be at least ten acres in size.
  - The subject land site is approximately 18 acres, per the survey included.
- (b) *Coverage area.*
  - (1) The city council may restrict the square footage or land-use to be covered by a primary and/or accessory building.
  - (2) Minimum front setbacks for all properties facing:
    - a. Collector streets: 35 feet.
    - b. Minor arterials: 55 feet.
    - c. Major arterials: 60 feet.
  - We are requesting a variance to go from 60 feet to 35 feet along Gateway Blvd.
- (c) *Permitted uses.*
  - (1) Wholesale and distributing facilities.
    - Our development is an industrial distribution facility.
  - (2) Enclosed manufacturing, compounding, assembling, or treatment of articles.
  - (3) Public, private, and vocational schools, colleges, and universities.
  - (4) Public or private utility facilities.





- (5) Hospitals.
  - (6) Amusement parks.
  - (7) Service stations primarily for automobiles and petroleum gas for consumption but not for resale.
  - (8) Shopping centers and shopping malls and all other commercial, office, retail, and services.
  - (9) One accessory building per lot for physical security monitoring.
  - (10) All uses listed in C-1 Neighborhood Commercial and C-2 General Commercial Districts except conditional uses not explicitly identified in this section.
- (d) *Height requirements.* Maximum heights of any building or structure shall be 45 feet.
- Our building's height will meet this requirement.
- (e) Off-street parking requirements shall be as provided in section 46-631.
- No loading or unloading is to be conducted on public rights-of-way.
- The current parking requirement for specific warehouse and distribution is: one space per 500 square feet of net leasable area. We are requesting a variance to reduce the minimum number of parking spaces required but still adequately provide the parking spaces needed for a building and development of this kind. Please refer to the *Parking Variance Notes* section of this development plan for further clarification and details.
  - The building and project design does not include loading or unloading on public rights-of-way.
- (f) *Signs.* Sign limitations shall be as provided in section 46-634.
- Signage will abide by these requirements and will be further described in future permitted construction drawings.
- (g) *Compatibility.*
- (1) The IC-MUD does not contemplate or authorize salvage yards, recycling businesses or vehicle storage facilities.
  - This project includes trailer parking for the use of prospective tenants.
  - (2) No IC-MUD shall be approved by the city council until it has been determined that the planned use is compatible with the area that it will affect.

(Ord. No. 490, § 3, 7-2-2020)

#### **Sec. 46-452. Procedures.**

- (a) A concept plan shall be submitted to the building official for purpose of general review and discussion prior to submitting the development plan. The concept plan shall contain the following information:
- (1) Description of the general land configuration.
  - (2) Proposed densities and lot sizes.
  - (3) Proposed amenities.
  - (4) Proposed area design regulations.



- (b) Prior to consideration of any planned development, an application must be filed with the city's building official of the planning and zoning department accompanied by a development plan.
- (c) A development plan shall include the following information:
- (1) Abutting sites and all public and private rights-of-way and easements.
    - Reflected in our site plan and survey.
  - (2) The location and type of all existing and planned structures on the site.
    - Reflected in our site plan.
  - (3) Height of all structures.
    - Reflected in our site plan.
  - (4) Proposed minimum area regulations including setbacks, lot sizes, depth, side yards, square footage of residential structures.
    - Reflected in our site plan.
  - (5) The location of all on-site and proposed facilities for liquid and solid waste disposal.
    - We do not anticipate the need for liquid and solid waste disposal beyond garbage dumpsters.
  - (6) The location of all off-street parking and loading facilities and location of lighting for the same.
    - Reflected in our site plan.
  - (7) The location and detail of all walls, fences, screening and landscaping, including existing and proposed tree lines. Shipping containers shall not be permissible as walls, fences, screening.
    - We have preliminary locations for these items in our site plan and will have further details included in our future permitted construction drawings.
  - (8) The location of all streams, ponds, drainage ditches, steep slopes, boundaries of floodway and floodplains and other supporting facilities that have been provided.
    - Please see survey included in our development plan.
  - (9) The location of all dumpsters.
    - Reflected in our site plan.
  - (10) The location of all fire hydrants.
    - The location of all fire hydrants will be shown in our future permitted construction drawings and will meet the required code.
  - (11) The location of stormwater facilities.
    - Reflected in our site plan. The exact size and location will be determined by our civil engineer and reflected in our future permitted construction drawings.
  - (12) The location of all streets, private roads, alleys, and sidewalks, including proposed surface materials.
    - Reflected in our site plan. All paving will be concrete.
  - (13) The location of underground utility lines, including water, sewer, electric power, telephone, gas and cable television.



- The exact size and location will be determined by our civil engineer and reflected in our future permitted construction and engineered drawings.
- (14) The location of all signs.
- Reflected in our site plan. Signage will abide by the requirements in section 46-634 and any future signage will be dependent on future tenant's requirements and specifications, but will remain consistent with the requirements herein.
- (d) A development schedule indicating the approximate date of when construction begins and the rate of anticipated development to completion shall accompany the application.
- Construction schedule included in our development plan.
- (e) The procedure for hearing a request for a zoning change to IC-MUD shall be the same as for a requested change in any other district.
- (f) Any revision to a development plan between the public hearing before the planning and zoning commission and the public hearing before the city council, shall necessitate the development plan being referred back to the planning and zoning commission for review and evaluation unless the revision is a minor change in accordance with the list in subsection (g) of this section or the city council orders otherwise.
- (g) Minor changes in the development may be authorized by the building official when such minor changes will not cause any of the following circumstances to occur:
- (1) A change in the overall character of the development.
  - (2) An increase in the ratio of the gross floor area in structures to the area of any lot.
  - (3) An increase in the intensity of use.
  - (4) A reduction in the originally approved separations between buildings.
  - (5) Any adverse changes in traffic circulation, safety, drainage and utilities.
  - (6) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height or proximity.
  - (7) A reduction in the originally approved setbacks from property lines.
  - (8) An increase in ground coverage by structures.
  - (9) A reduction in the ratio of off-street parking and loading space.
  - (10) A change in the subject, size, lighting, or orientation of originally approved signs.
- (h) Any change deemed not to be a minor change, as indicated in subsection (g) of this section, shall be processed as new application in accordance with the provision of this section.
- (i) Provision for public, private, and common open space shall be evaluated with regard to density, site coverage and physical characteristics. This shall be required in the development plan.
- While we are unsure of the city's intent for this provision and how to incorporate this into a distribution project, we will gladly discuss this with the city and welcome the city's thoughts and comments.
- (j) A traffic impact analysis is required.



- We have engaged a consultant to perform the traffic impact analysis and will provide that information upon completion. It is currently underway.
- (k) A development plan shall expire two years from the date of final city council approval unless any part of the planned development has already obtained a certificate of occupancy for the use of the property as described in the plan.
- (l) Industrial/Commercial Mix-Use Development zoning shall be revoked if:
- (1) Approval of the development was obtained by fraud or deception; or
  - (2) One or more of the conditions set by the city council has not been met or has been violated.

(Ord. No. 490, § 3, 7-2-2020)

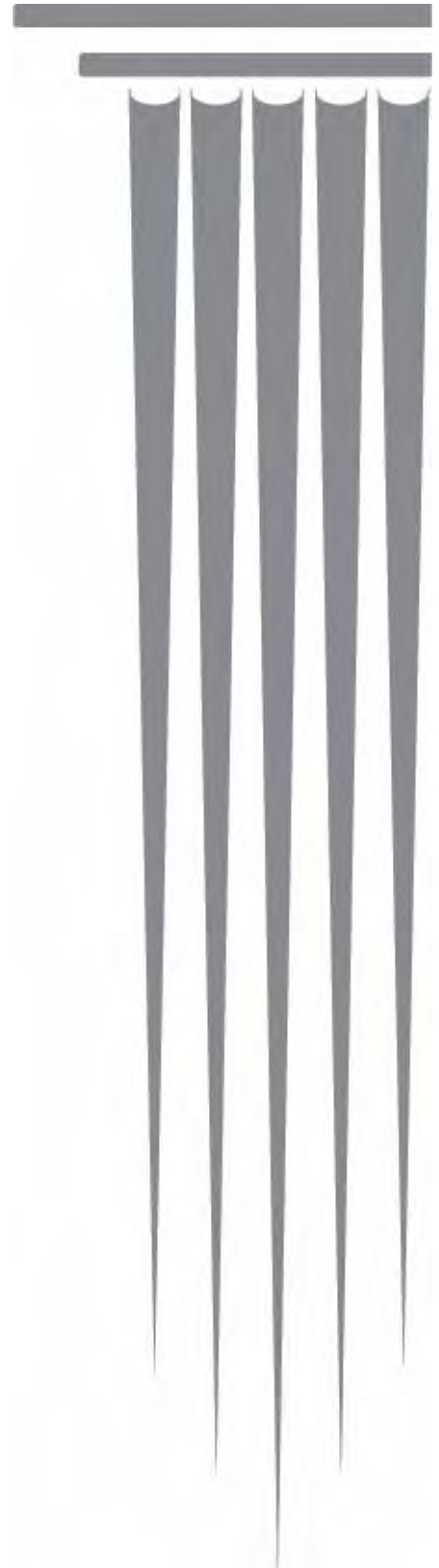
**Sec. 46-453. Building official.**

The building official shall have the authority to waive or modify the requirements of this division when in the interest of the city.

(Ord. No. 490, § 3, 7-2-2020)



# PARKING VARIANCE NOTES





## PARKING VARIANCE NOTES

The objective for our project is to be a desirable location for users and tenants needing space in the area to operate their businesses. Following discussions with real estate experts in local and nearby markets, we believe the parking space reduction we are requesting will still provide adequate parking for users and tenants without wasted or unused parking areas, while also providing us with the most efficient site plan and best opportunity to attract tenants in the market.

The number of parking spaces we are requesting exceeds the number prospective tenants will require. We are also providing approximately 91 trailer parking spaces which are in addition to the 267 car parking spaces.

We have included a breakdown of the current parking requirements per the Socorro development code and guidelines and our proposed reduction. In addition, we have included a few examples of the parking requirements in nearby markets. This will improve our project's efficiency and marketability significantly.

- Current Socorro industrial parking requirements: 1 space per 500 square feet of building.
- Project square footage: 254,800 SF
- Parking currently required: 510 spaces  
-----
- Houston parking required for our project: 95 spaces
- El Paso parking required for our project: 75 spaces  
-----
- **Parking requested: 267 spaces (please refer to site plan)**



## PARKING VARIANCE NOTES

### El Paso Parking Requirements:

|                 | Commercial Storage & Processing                | Automobile & Light Truck                                                                                                             |                                                                                                                                      | Bicycle | Heavy Truck Trailer | Gravel Screen Parking |       |
|-----------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------|-----------------------|-------|
|                 |                                                | Minimum                                                                                                                              | Maximum                                                                                                                              |         |                     | Required              | Notes |
| 2.00            |                                                |                                                                                                                                      |                                                                                                                                      |         |                     |                       |       |
| 2.01            | Automobile wrecking yard                       | 1/576 sf GFA                                                                                                                         | 1/400 sf GFA                                                                                                                         | None    | 1/acre; max 10      | Allowed               | 2C    |
| 2.02            | Bottling works                                 | 1/720 sf GFA                                                                                                                         | 1/500 sf GFA                                                                                                                         | NOTE 3  | 1/100,000 sf; min 1 | Allowed               | 2C    |
| <del>2.04</del> | Contractor yard (greater than one acre)        | 1/1,440 sf GFA of buildings                                                                                                          | 1/1,000 sf GFA of buildings                                                                                                          | None    | 1/acre; max 10      | Allowed               | 2C    |
| 2.05            | Contractor yard (less than one acre)           | 1/1,440 sf GFA of buildings                                                                                                          | 1/1,000 sf GFA of buildings                                                                                                          | None    | One                 | Allowed               | 2C    |
| <del>2.06</del> | Explosives (storage)                           | 1/1,440 sf GFA                                                                                                                       | 1/1,000 sf GFA                                                                                                                       | None    | One                 | Allowed               | 2C    |
| 2.07            | Food Storage Locker                            | 1/1,440 sf GFA                                                                                                                       | 1/1,000 sf GFA                                                                                                                       | NOTE 3  | None                | Allowed               | 2C    |
| <del>2.08</del> | Warehouse                                      | 1/576 sf GFA office (located in proximity to offices), plus 1/7200 sf GFA warehouse (can include spaces in aisles between buildings) | 1/400 sf GFA office (located in proximity to offices), plus 1/5000 sf GFA warehouse (can include spaces in aisles between buildings) | NOTE 3  | 1/100,000 sf; min 1 | Allowed               | 2C    |
| 2.09            | Liquified petroleum gas (storage & dispensing) | 1/1,440 sf GFA                                                                                                                       | 1/1,000 sf GFA                                                                                                                       | None    | Two                 | Allowed               | 2C    |
| <del>2.12</del> | Moving & storage facility                      | 1/576 sf GFA office, plus 1/7200 sf GFA warehouse                                                                                    | 1/400 sf GFA office, plus 1/5000 sf GFA warehouse                                                                                    | NOTE 3  | 1/100,000 sf; min 1 | Allowed               | 2C    |
| 2.13            | Office warehouse                               | 1/576 sf GFA office, plus 1/7200 sf GFA warehouse                                                                                    | 1/400 sf GFA office, plus 1/5000 sf GFA warehouse                                                                                    | NOTE 3  | 1/100,000 sf; min 1 | Allowed               | 2C    |



**Houston Parking Requirements:**

| Class 4. Industrial, Commercial Manufacturing:                 |                                                                                                                         |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| A. Multi-tenant (or multi-building project):                   |                                                                                                                         |
| 1. At grade (no docks)                                         | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 5,000 square feet of GFA of warehouse space |
| 2. Semi-dock high                                              | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 5,000 square feet of GFA of warehouse space |
| 3. Full-dock high                                              | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 7,000 square feet of GFA of warehouse space |
| b. Bulk warehouse                                              | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 7,000 square feet of GFA of warehouse space |
| c. Heavy manufacturing and industrial                          | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 2,000 square feet of GFA of warehouse space |
| d. Light manufacturing, assembly, and research and development | 2.5 spaces per 1,000 square feet of GFA of office space; and 1.0 spaces per 1,500 square feet of GFA of assembly space  |



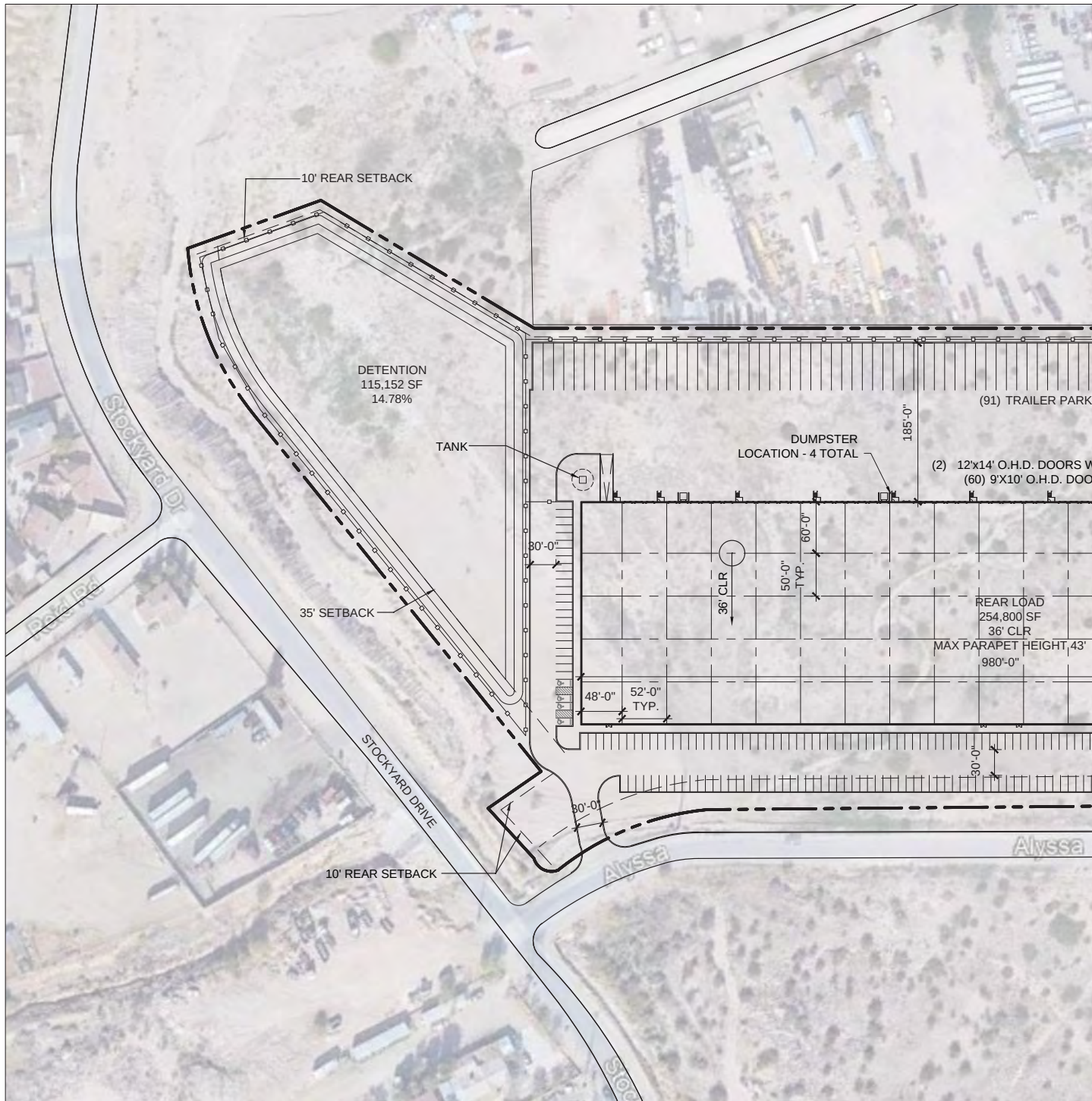
# SITE PLAN



# OVERALL SITE PLAN

SITE AREA : 779,084 SF (17.89 AC)

BUILDING AREA : 254,800 SF



\* PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. \* BOUNDARY LINES AND EASEMENTS ARE PRELIMINARY & REQUIRE VERIFICATION - SURVEY NOT PROVIDED  
\* RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY

**EL PASO**  
a project for  
**BSG**

HOUSTON

28 JANU

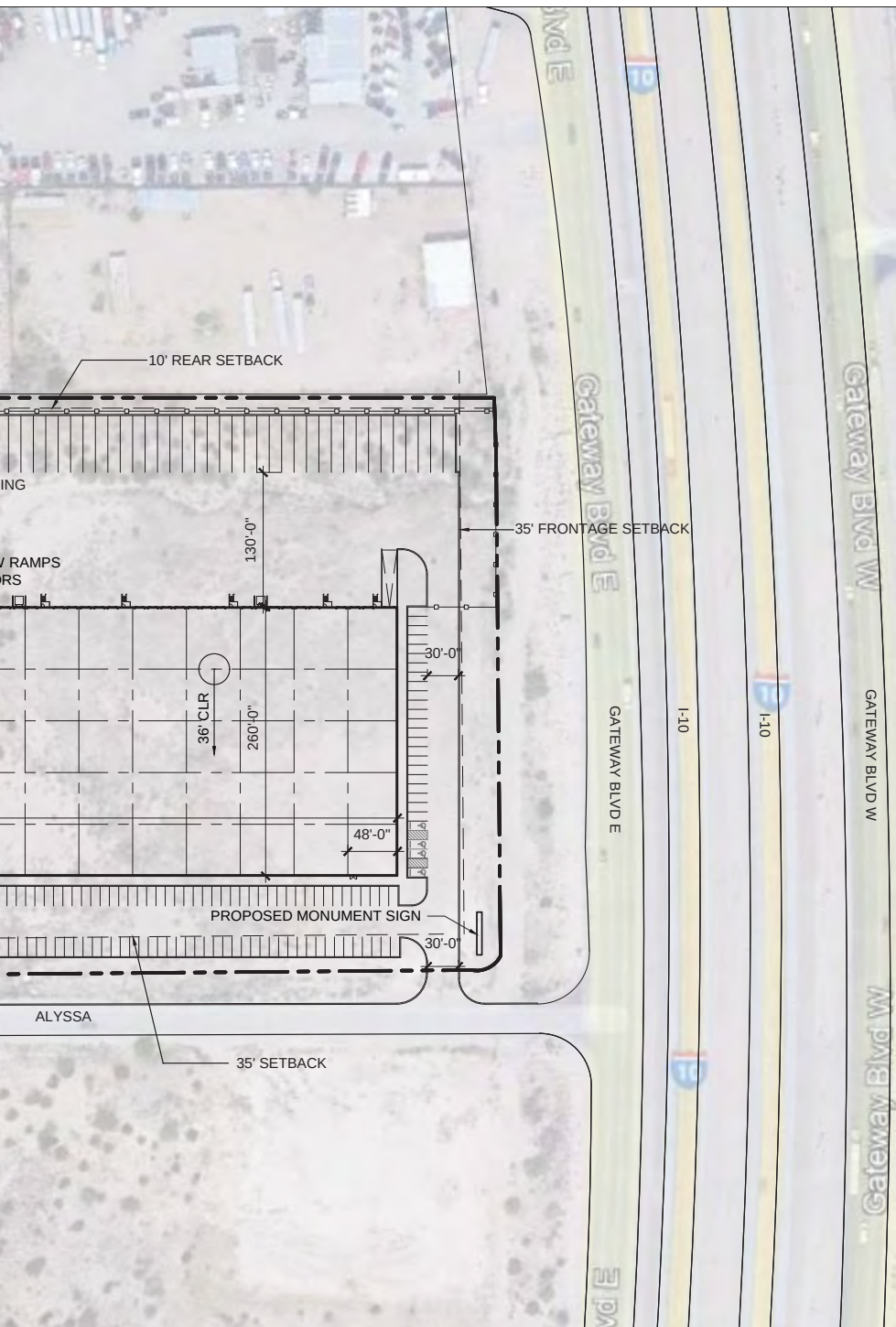


# PLAN OPTION 10

COVERAGE : 33%

CAR PARKING : 267 SPACES (@1.05/1,000 SF)

TRAILER PARKING : 91



## GENERAL NOTES:

- ALL NON-PAVED AREAS TO BE LANDSCAPED WITH A COMBO OF GRASS, SHRUBS, AND TREES-ALL TO BE PROFESSIONALLY MAINTAINED.

DED. \* ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT/ ENTRY DESIGNS ARE FINALIZED.  
Y AT ALL STAGES. \* PRELIMINARY DETENTION CALCULATIONS. CALCULATIONS ARE SUBJECT TO CHANGE AND NEED TO BE CONFIRMED BY A LICENSED ENGINEER. \*



0 40 80 160 320

powers  
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ecture

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# IMPROVEMENTS LEGEND

- CABLE BOX
- POWER POLE
- OVERHEAD ELEC. LINE
- GUY WIRE
- WATER VALVE
- SIGN
- MANHOLE
- ROCK WALL
- CHAINLINK FENCE
- GUARD RAIL
- EDGE OF ASPHALT

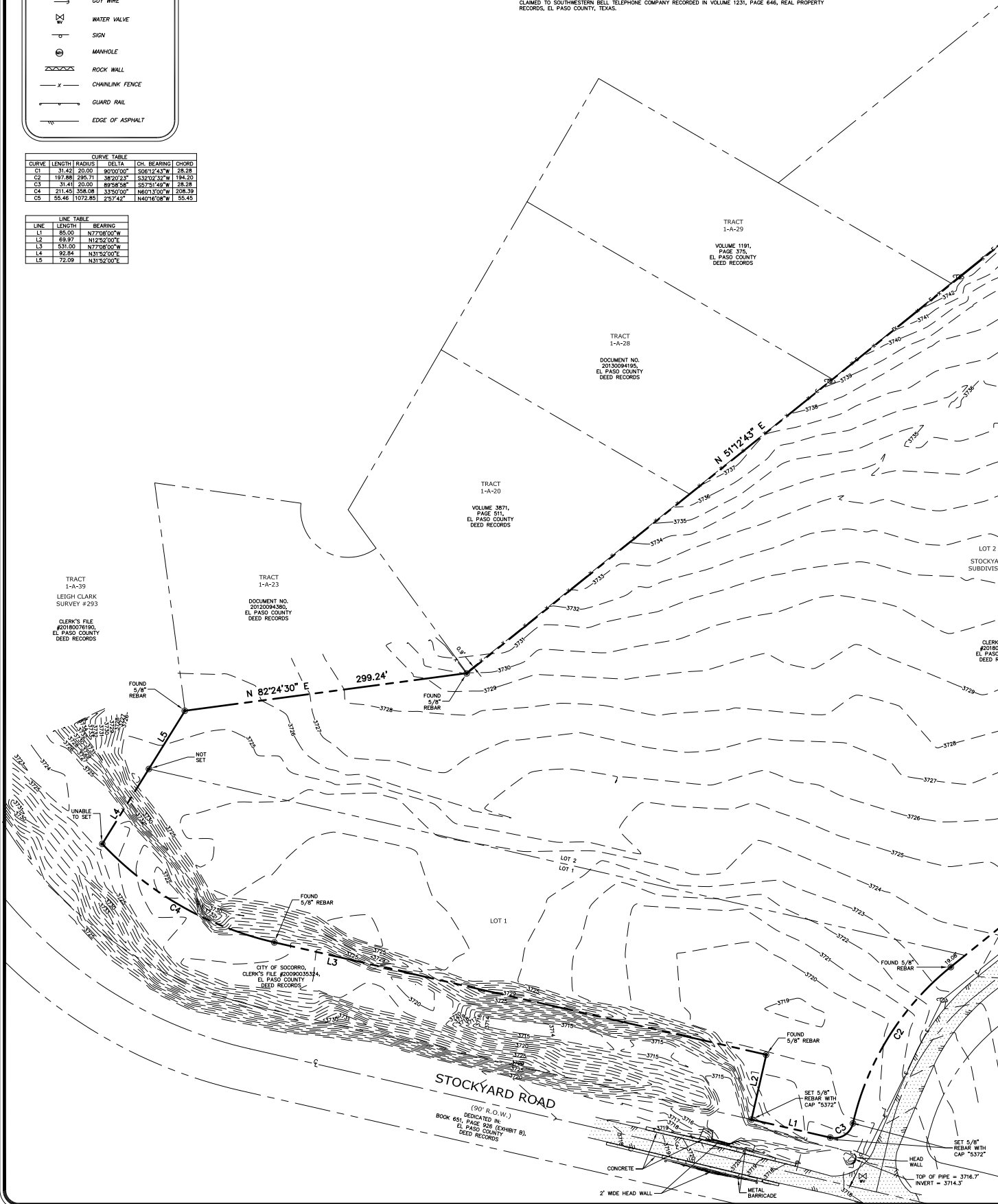
| CURVE TABLE |        |         |           |             |        |
|-------------|--------|---------|-----------|-------------|--------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CH. BEARING | CHORD  |
| C1          | 31.42  | 20.00   | 90°00'00" | S06°12'43"W | 28.28  |
| C2          | 197.88 | 296.71  | 36°20'34" | S32°02'32"W | 194.20 |
| C3          | 31.41  | 20.00   | 89°58'58" | S57°51'49"W | 28.28  |
| C4          | 211.45 | 358.08  | 33°50'00" | N60°13'02"W | 208.39 |
| C5          | 55.46  | 1072.85 | 2°57'42"  | N40°18'08"W | 55.45  |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 85.00  | N77°08'00"W |
| L2         | 69.97  | N17°52'00"E |
| L3         | 537.00 | N77°08'00"W |
| L4         | 92.84  | N31°52'00"E |
| L5         | 72.09  | N31°52'00"E |

## SCHEDULE B ITEMS

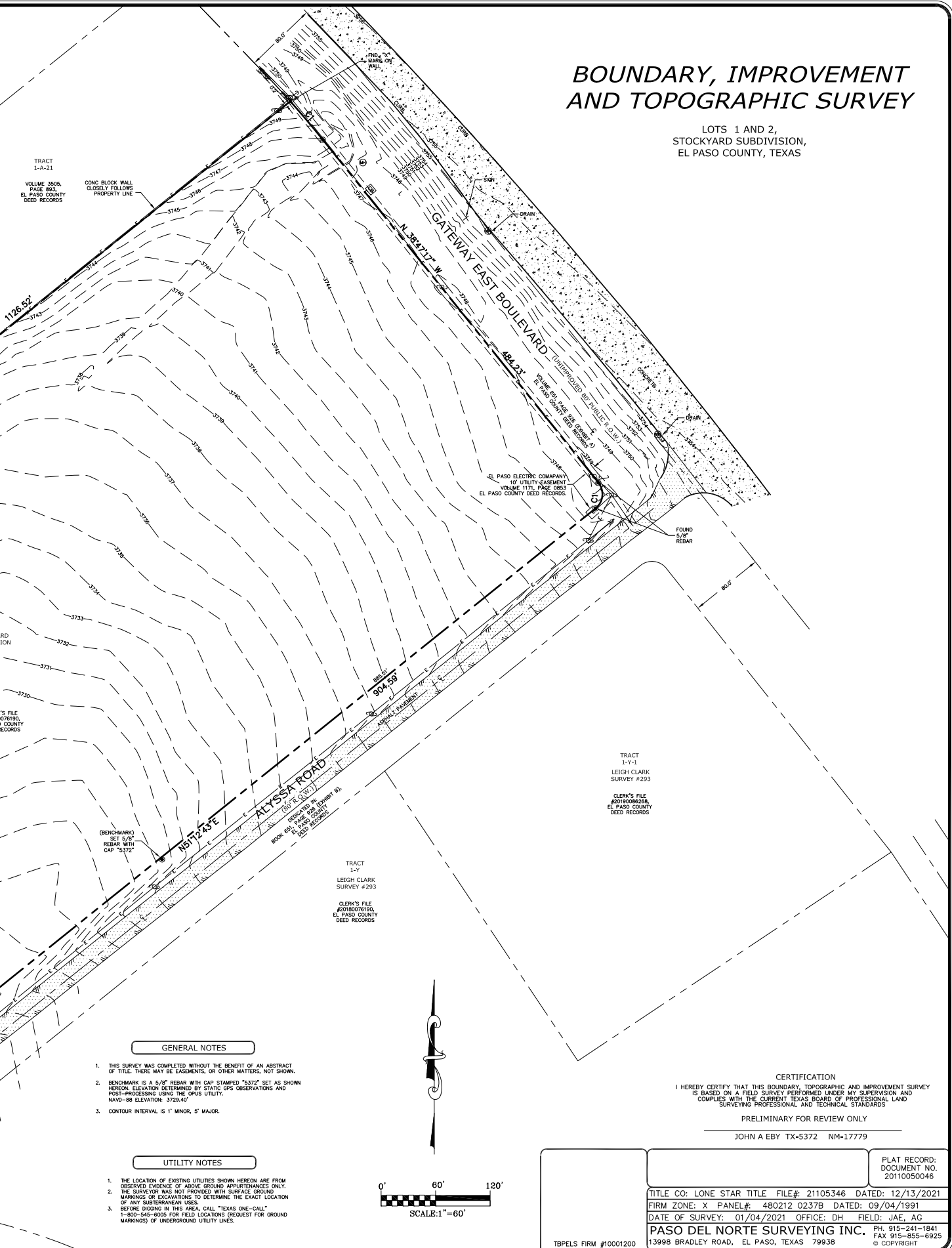
ITEM 10(g). UTILITY EASEMENTS, INCLUDING EASEMENTS FOR THE OVERHANG OF SERVICE WIRES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES, AS DEDICATED ON THE PLAT, RECORDED UNDER CLERK'S FILE NO. 2011025046, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON THE PLAT)

ITEM 10(h). EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN VOLUME 417, PAGE 1127 (DOES NOT LIE ON THIS PARCEL), VOLUME 356, PAGE 283 (DOES NOT LIE ON THIS PARCEL), VOLUME 318, PAGE 430 (SURVEYOR UNABLE TO VIEW DOCUMENTS, VOLUME 244, PAGE 334 (DOES NOT LIE ON THIS PARCEL), VOLUME 5, PAGE 580 (THIS IS A "BLANKET" TYPE EASEMENT WITH NO SPECIFIC LOCATION GIVEN), AND VOLUME 1508, PAGE 144 (DOES NOT LIE ON THIS PARCEL), REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS, WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST THEREIN GRANTED, SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.



# BOUNDARY, IMPROVEMENT AND TOPOGRAPHIC SURVEY

LOTS 1 AND 2,  
STOCKYARD SUBDIVISION,  
EL PASO COUNTY, TEXAS



## GENERAL NOTES

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
2. BENCHMARK IS A 5/8" REBAR WITH CAP STAMPED "5372" SET AS SHOWN HEREON. ELEVATION DETERMINED BY STATIC GPS OBSERVATIONS AND POST-PROCESSING USING THE OPUS UTILITY. NAVD-88 ELEVATION: 3729.40'
3. CONTOUR INTERVAL IS 1' MINOR, 5' MAJOR.

## UTILITY NOTES

1. THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY.
2. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS OR EXCAVATIONS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
3. BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-CAS-800S FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY, TOPOGRAPHIC AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS.

PRELIMINARY FOR REVIEW ONLY

JOHN A EBY TX-5372 NM-17779

PLAT RECORD:  
DOCUMENT NO.  
20110050046

TITLE CO: LONE STAR TITLE FILE#: 21105346 DATED: 12/13/2021

FIRM ZONE: X PANEL#: 480212 0237B DATED: 09/04/1991

DATE OF SURVEY: 01/04/2021 OFFICE: DH FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.

13998 BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841  
FAX 915-855-6925  
© COPYRIGHT

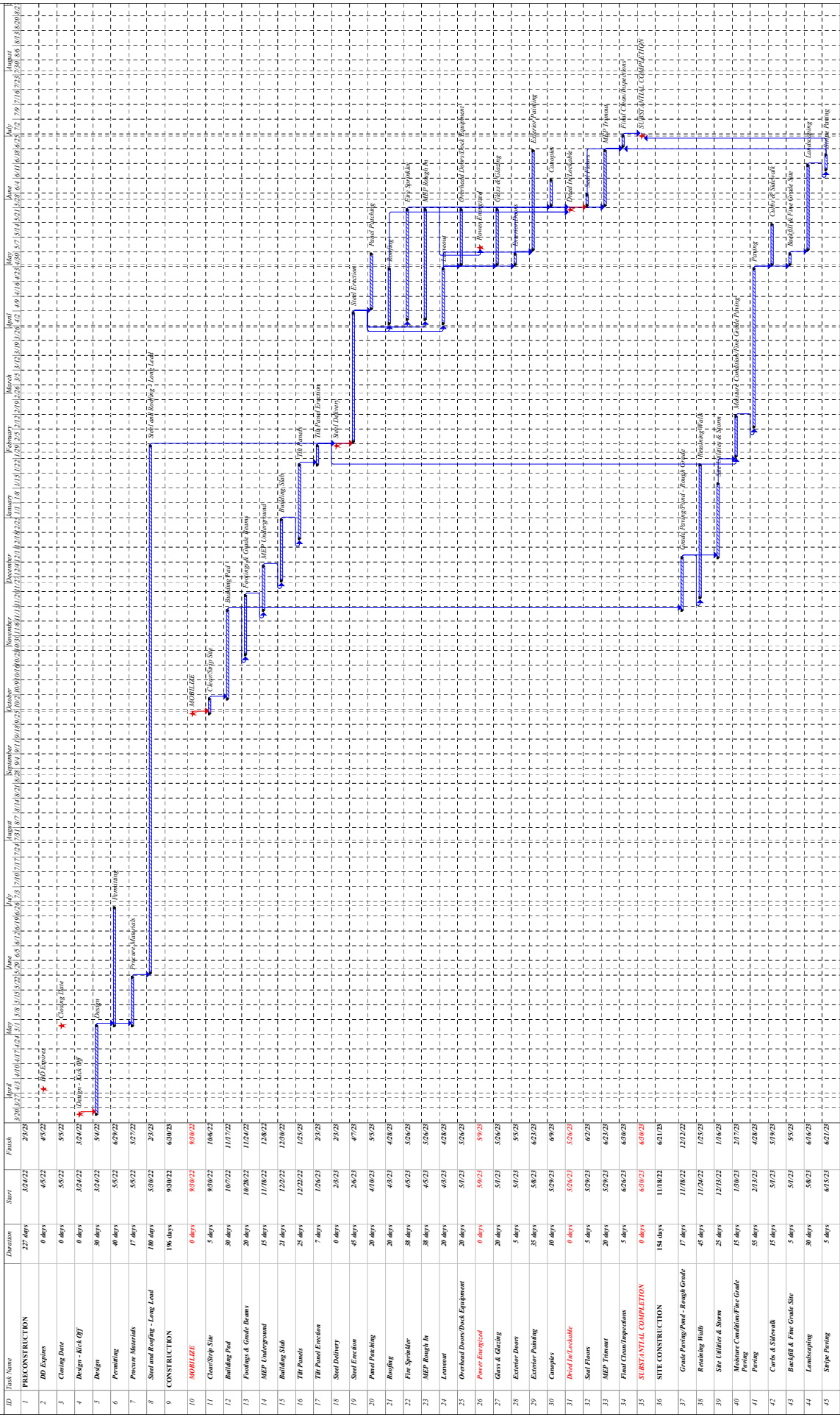
TBPELS FIRM #10001200

# PROJECT SCHEDULE



**ROSENBERGER**  
CONSTRUCTION

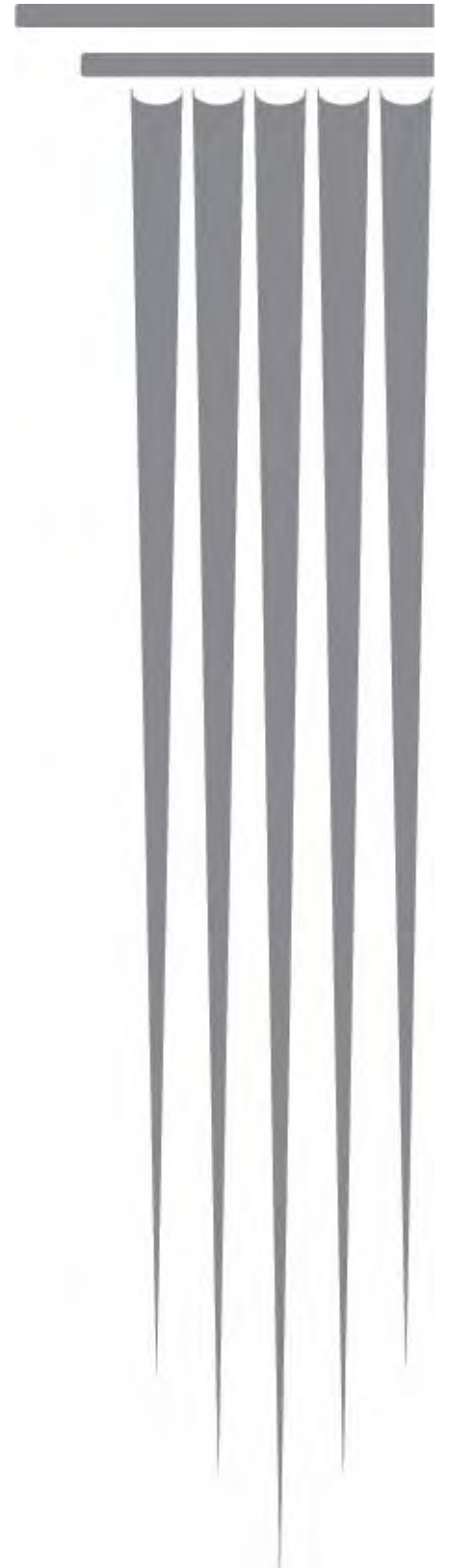
**Stockyards El Paso - BSG - 250K**  
**Preliminary Owner Schedule**  
**1/18/22**





# COMPANY PROFILE

## BRYANT+STACY GROUP





BRYANT+STACY GROUP

**40 years**

**128 projects**

**10.6 million square feet**

**\$1 billion value**

**39 cities**

**12 states**

Our Track Record



BRYANT+STACY GROUP



Formerly Simpkins Group, Inc., Bryant + Stacy Group is a new company that's been around for a long time. The name change reflects the retirement of the firm's founding member, but the company's almost 40 year history of providing quality build-to-suit industrial, office, and medical facilities for corporate clients continues. We also actively pursue the acquisition of existing office and industrial buildings, as well as land for future development.

Geographically, we have successfully completed projects in 39 cities and 12 states. The firm's growth has been steady and uninterrupted since 1981, and a key to our success has been long-term national relationships with the real estate brokerage community, financial institutions, and design and construction firms.

To date, the firm has developed and/or acquired a total of 128 projects, primarily industrial, office, and medical build-to-suit facilities for regional and national firms, containing more than 10.6 million square feet and valued at approximately \$1 billion. Some of our recent projects include:

- Development of a speculative medical office building in Tomball, Texas that is nearly 100% preleased – 60,000 SF
- Acquisition and re-development of an office building into a medical office building in Las Vegas, NV – 28,000 SF
- Creation and coordination of the development of a 300-acre industrial business park in Brookshire, Texas (West Houston)
- Development of two healthcare facilities for Mentis Neuro Rehabilitation in Austin and San Antonio – 15,139 SF and 19,334 SF respectively
- Purchase and sale of 213 acres of commercial sites surrounding Katy Mills Mall
- Development of the British International School of Houston – 275,000 SF
- Development of a new Missouri City facility for Federal Express Ground - 303,335 SF
- Development of a distribution building for Walgreen Co. in Houston, Texas – 500,000 SF

The company has been honored with ten Landmark Awards, which are presented annually to Houston's most significant commercial real estate developments. We have the real estate development expertise and financial strength to timely produce functional, economical and quality projects for the most demanding corporate clients.

About Us



### Rob Bryant

Robert E. Bryant, Jr. is a principal of Bryant + Stacy Group and is actively involved in all aspects of the firm's activities, with a particular emphasis on the pursuit of new investment and development opportunities. He joined the firm in 2002. His previous experience includes 13 years with Transwestern Commercial Services, where his duties included the oversight of the Houston region's industrial development activities. Prior to that role he was instrumental in winning numerous company awards for leasing industrial and suburban office space. He is actively involved in the local chapters of both SIOR and NAIOP where he has previously served on the board of directors. Rob received his Bachelor of Science degree from Texas A & M University and his MBA from the University of Texas at Austin.



### Will Stacy

William W. Stacy is a principal of Bryant + Stacy Group and actively pursues new investment and development opportunities. Prior to joining the firm in 2005, he served as Assistant Vice President and was involved in joint venture and sale leasebacks for AmREIT, a publicly traded real estate investment trust. He also served as Marketing Director for Holt Lunsford Commercial where he was responsible for leasing an industrial portfolio consisting of more than 1.8 million square feet. Will is actively involved in the Houston real estate community and is a member of both NAIOP and SIOR. He received his Bachelor of Arts degree in Finance from Wofford College and his Masters degree in Land Economics and Real Estate from Texas A & M University.



### Corbin Janssen

Corbin Janssen is Vice President of Bryant + Stacy Group and is primarily involved in the evaluation and pursuit of new industrial investment and development opportunities. He previously worked for CBRE in Houston where he served as Vice President, responsible for advising clients with financial underwriting, occupancy cost reduction strategies and lease structuring. Prior to CBRE he was with Colliers International where he focused on office and industrial brokerage, as well as real estate investment acquisitions and dispositions for local, regional and global corporations. Corbin is active in the Houston real estate community and is a member of SIOR and NAIOP. He holds a Bachelor of Arts degree from Baylor University and lives in Houston with his wife and two sons.



A low-angle, blue-tinted photograph of a modern building under construction. The building has a grid-like facade with many windows. A construction crane is visible in the background. The sky is a deep blue.

## AT A GLANCE

- Build-To-Suit
- Fee Development
- Speculative Development
- Redevelopment
- Acquisition of Unique Land Sites
- Acquisition of Multi-Tenant, Income-Producing Properties

The experienced principals and staff at Bryant + Stacy Group are committed to providing the highest level of integrity and professionalism throughout every aspect of our business. Our focused scope of services allows us to excel at providing our clients with creative and flexible real estate solutions. These include developing build-to-suit and buy-to-suit projects for corporations that prefer to lease, and overseeing the development of new facilities on a fee basis for companies who wish to own. With our depth of experience and long-term relationships with architects, engineers, and general contractors, we are able to seamlessly assemble the appropriate team for each unique project.

At Bryant + Stacy Group, we also strive to identify and pursue strategic real estate investment opportunities. Acquisition of multi-tenant income-producing properties and unique land sites, redevelopment of existing facilities, and speculative development combine to complement our single-tenant build-to-suit and fee-development programs. Through these efforts, we often have investment properties available for sale.





BRYANT+STACY GROUP



**Quality  
Development**



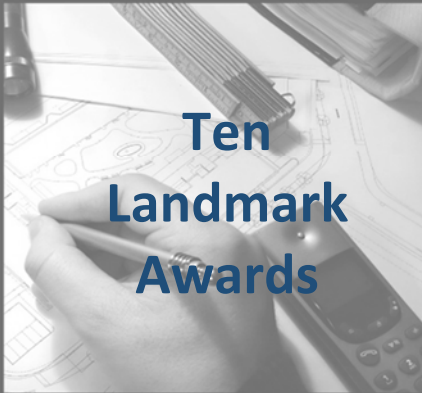
**Strong  
Industry  
Relationships**



**Financial  
Strength**



**Superior  
Customer  
Service**



**Ten  
Landmark  
Awards**



**National,  
Regional,  
and Local  
Clients**



**Our Reputation**



BRYANT+STACY GROUP

*A Portfolio of Clients that Includes Some of the World's Most Recognizable Brands*

Bryant + Stacy Group has a history of working with some of the world's most recognizable brands. Our relationship with these companies is based on a shared commitment to quality and dependability. Whether we are constructing an office building, a specialized warehouse, a manufacturing facility, or a distribution center, BSG delivers projects that not only sustain but enhance the reputation these companies have been building for years. That's why our business relationships often last as long as our buildings.



Representative Clients



|    | Client                                  | Location          | SF         | Service                         |
|----|-----------------------------------------|-------------------|------------|---------------------------------|
| 1  | 17 Briar Hollow Lane                    | Houston, TX       | 44,623 SF  | Acquisition                     |
| 2  | 1801 West Belt Building                 | Houston, TX       | 110,359 SF | Acquisition                     |
| 3  | 2000 West Belt Building                 | Houston, TX       | 111,856 SF | Acquisition                     |
| 4  | 2900 Wesleyan Building                  | Houston, TX       | 136,890 SF | Acquisition                     |
| 5  | 3425 Cliff Shadows Parkway              | Las Vegas, NV     | 28,000 SF  | Acquisition +<br>Re-Development |
| 6  | 4545 Post Oak Place                     | Houston, TX       | 68,073 SF  | Acquisition                     |
| 7  | 11001 Wilcrest Centre                   | Houston, TX       | 24,211 SF  | Acquisition                     |
| 8  | Academy Sports and Outdoors             | Garland, TX       | 71,830 SF  | Build-to-Suit                   |
| 9  | Academy Sports and Outdoors             | Pasadena, TX      | 86,680 SF  | Build-to-Suit                   |
| 10 | Academy Sports and Outdoors             | Bastrop, TX       | 62,182 SF  | Acquisition                     |
| 11 | AdPlex, Inc.                            | Houston, TX       | 99,609 SF  | Build-to-Suit                   |
| 12 | Baby Superstore, Inc.                   | Tulsa, OK         | 42,610 SF  | Build-to-Suit                   |
| 13 | The Bank of River Oaks - Holcombe       | Houston, TX       | 3,448 SF   | Fee Development                 |
| 14 | The Bank of River Oaks - Kirby          | Houston, TX       | 7,596 SF   | Fee Development                 |
| 15 | Bechtel Equipment Operations            | Sugar Land, TX    | 41,600 SF  | Build-to-Suit                   |
| 16 | Bellaire Medical Plaza                  | Houston, TX       | 58,365 SF  | Acquisition                     |
| 17 | Benchmark Electronics, Inc.             | Clute, TX         | 108,892 SF | Fee Development                 |
| 18 | Bluebonnet Nutrition Corp.              | Houston, TX       | 30,775 SF  | Re-Development                  |
| 19 | Boeing                                  | Houston, TX       | 52,400 SF  | Build-to-Suit                   |
| 20 | British Gas                             | Houston, TX       | 14,131 SF  | Build-to-Suit                   |
| 21 | British International School of Houston | Katy, TX          | 275,000 SF | Fee Development                 |
| 22 | Business Forms of America               | Houston, TX       | 37,922 SF  | Fee Development                 |
| 23 | Carl's Jr.                              | Houston, TX       | 2,300 SF   | Ground Lease                    |
| 24 | Century Papers, Inc.                    | Oklahoma City, OK | 74,440 SF  | Build-to-Suit                   |
| 25 | Chase Bank                              | Atascocita, TX    | 4,451 SF   | Ground Lease                    |



|    | Client                  | Location            | SF         | Service         |
|----|-------------------------|---------------------|------------|-----------------|
| 26 | Chase Bank              | Dallas, TX          | 4,011 SF   | Ground Lease    |
| 27 | Chase Bank              | Tyler, TX           | 3,911 SF   | Ground Lease    |
| 28 | CIDRA Corporation       | Houston, TX         | 31,410 SF  | Build-to-Suit   |
| 29 | Corporate Express, Inc. | Houston, TX         | 222,000 SF | Build-to-Suit   |
| 30 | Danka Business Systems  | Houston, TX         | 34,483 SF  | Build-to-Suit   |
| 31 | Dean Worldwide          | Houston, TX         | 50,288 SF  | Fee Development |
| 32 | Diamond Shamrock        | San Antonio, TX     | 219,240 SF | Fee Development |
| 33 | Eckerd (Austin Hwy.)    | San Antonio, TX     | 13,813 SF  | Build-to-Suit   |
| 34 | Eckerd (Babcock)        | San Antonio, TX     | 13,813 SF  | Build-to-Suit   |
| 35 | Eckerd (Blanco)         | San Antonio, TX     | 13,813 SF  | Build-to-Suit   |
| 36 | Eckerd (Potranco)       | San Antonio, TX     | 13,813 SF  | Build-to-Suit   |
| 37 | Encon Safety Products   | Houston, TX         | 64,906 SF  | Fee Development |
| 38 | Enerflex                | Odessa, TX          | 14,430 SF  | Build-to-Suit   |
| 39 | Exel Logistics          | Houston, TX         | 401,280 SF | Fee Development |
| 40 | Federal Express         | Atlanta, GA         | 36,414 SF  | Build-to-Suit   |
| 41 | Federal Express         | Austin, TX          | 96,364 SF  | Build-to-Suit   |
| 42 | Federal Express         | College Station, TX | 12,000 SF  | Build-to-Suit   |
| 43 | Federal Express         | Conroe, TX          | 21,300 SF  | Build-to-Suit   |
| 44 | Federal Express         | Corpus Christi, TX  | 31,412 SF  | Build-to-Suit   |
| 45 | Federal Express         | Dallas, TX          | 65,025 SF  | Build-to-Suit   |
| 46 | Federal Express         | Houston, TX         | 28,042 SF  | Build-to-Suit   |
| 47 | Federal Express         | Houston, TX         | 73,653 SF  | Build-to-Suit   |
| 48 | Federal Express         | Little Rock, AR     | 37,400 SF  | Build-to-Suit   |
| 49 | Federal Express         | Miramar, FL         | 63,092 SF  | Build-to-Suit   |
| 50 | Federal Express         | Raleigh, NC         | 96,414 SF  | Build-to-Suit   |



|    | Client                      | Location          | SF         | Service         |
|----|-----------------------------|-------------------|------------|-----------------|
| 51 | Federal Express             | San Antonio, TX   | 38,100 SF  | Build-to-Suit   |
| 52 | Federal Express             | St. Lucie, FL     | 36,791 SF  | Build-to-Suit   |
| 53 | Federal Express             | Tulsa, OK         | 38,100 SF  | Build-to-Suit   |
| 54 | Federal Express             | Tyler, TX         | 25,830 SF  | Build-to-Suit   |
| 55 | Federal Express             | W. Palm Beach, FL | 36,791 SF  | Build-to-Suit   |
| 56 | Federal Express Ground      | Houston, TX       | 108,925 SF | Build-to-Suit   |
| 57 | Federal Express Ground      | Houston, TX       | 303,335 SF | Build-to-Suit   |
| 58 | FedEx Office                | Houston, TX       | 6,580 SF   | Ground Lease    |
| 59 | Garden Ridge Corporation    | Austin, TX        | 122,400 SF | Build-to-Suit   |
| 60 | Garden Ridge Corporation    | Greensboro, NC    | 122,400 SF | Build-to-Suit   |
| 61 | Garden Ridge Cororation     | Houston, TX       | 111,576 SF | Build-to-Suit   |
| 62 | Herman Miller, Inc.         | Houston, TX       | 29,950 SF  | Build-to-Suit   |
| 63 | Houston Community College   | Houston, TX       | 42,117 SF  | Fee Development |
| 64 | Integrated Product Services | Oklahoma City, OK | 35,000 SF  | Fee Development |
| 65 | Invensys                    | Houston, TX       | 93,000 SF  | Build-to-Suit   |
| 66 | John Crane, Inc.            | Houston, TX       | 40,500 SF  | Build-to-Suit   |
| 67 | John Crane, Inc.            | Houston, TX       | 65,000 SF  | Build-to-Suit   |
| 68 | John Crane, Inc.            | Port Arthur, TX   | 12,000 SF  | Fee Development |
| 69 | Landmark Graphics Corp.     | Houston, TX       | 151,670 SF | Build-to-Suit   |
| 70 | Mahindra USA, Inc.          | Houston, TX       | 87,757 SF  | Acquisition     |
| 71 | Makita Building             | Houston, TX       | 80,030 SF  | Acquisition     |
| 72 | McCarty Business Park       | Houston, TX       | 298,081 SF | Acquisition     |
| 73 | McDonalds                   | Tyler, TX         | 3,995 SF   | Ground Lease    |
| 74 | Medical Center of Tomball   | Tomball, TX       | 60,000 SF  | Speculative     |
| 75 | Mentis Neuro Rehabilitation | Austin, TX        | 15,139 SF  | Build-to-Suit   |



|     | Client                      | Location          | SF         | Service         |
|-----|-----------------------------|-------------------|------------|-----------------|
| 76  | Mentis Neuro Rehabilitation | San Antonio, TX   | 19,334 SF  | Build-to-Suit   |
| 77  | Mitsubishi Corporation      | Houston, TX       | 17,000 SF  | Build-to-Suit   |
| 78  | National Health Labs        | San Antonio, TX   | 44,020 SF  | Build-to-Suit   |
| 79  | National Oilwell Varco      | Oklahoma City, OK | 76,600 SF  | Build-to-Suit   |
| 80  | Noah's                      | Houston, TX       | 10,300 SF  | Build-to-Suit   |
| 81  | Noah's                      | Sugar Land, TX    | 10,300 SF  | Build-to-Suit   |
| 82  | Northern Trust Bank         | Houston, TX       | 20,510 SF  | Fee Development |
| 83  | The Offices at Lake Pointe  | Sugar Land, TX    | 36,400 SF  | Speculative     |
| 84  | Olive Garden                | Pasadena, TX      | 7,537 SF   | Ground Lease    |
| 85  | Owen Healthcare             | Houston, TX       | 149,623 SF | Fee Development |
| 86  | Owens & Minor Medical, Inc. | Houston, TX       | 126,882 SF | Fee Development |
| 87  | Packwell, Inc.              | Houston, TX       | 251,100 SF | Build-to-Suit   |
| 88  | PalEx, Inc.                 | Houston, TX       | 45,060 SF  | Build-to-Suit   |
| 89  | PetroSkills                 | Houston, TX       | 31,510 SF  | Fee Development |
| 90  | Pinemont Business Center    | Houston, TX       | 111,090 SF | Speculative     |
| 91  | Post Oak/Memorial Centre    | Houston, TX       | 197,233 SF | Speculative     |
| 92  | Puffer Sweiven              | Houston, TX       | 27,385 SF  | Fee Development |
| 93  | Simpkins Group Headquarters | Houston, TX       | 4,580 SF   | Build-to-Suit   |
| 94  | Southwest Distributing Co.  | Albuquerque, NM   | 165,960 SF | Build-to-Suit   |
| 95  | SouthTrust Bank             | Houston, TX       | 26,875 SF  | Fee Development |
| 96  | Stone & Webster Engineering | Houston, TX       | 319,200 SF | Fee Development |
| 97  | Sugar Land Commerce Center  | Sugar Land, TX    | 124,000 SF | Speculative     |
| 98  | Telxon Corporation          | Houston, TX       | 152,208 SF | Fee Development |
| 99  | Thermo Electron Corporation | Sugar Land, TX    | 150,000 SF | Re-Development  |
| 100 | Tramontina USA, Inc.        | Sugar Land, TX    | 299,742 SF | Build-to-Suit   |

|     | Client                        | Location            | SF         | Service         |
|-----|-------------------------------|---------------------|------------|-----------------|
| 101 | Tyco Fire Products            | Port Arthur, TX     | 76,000 SF  | Fee Development |
| 102 | Unisource Worldwide           | Dayton, OH          | 62,083 SF  | Build-to-Suit   |
| 103 | Unisource Worldwide           | Houston, TX         | 130,574 SF | Build-to-Suit   |
| 104 | Unisource Worldwide           | Las Vegas, NV       | 55,125 SF  | Build-to-Suit   |
| 105 | Unisource Worldwide           | Madison, WI         | 35,410 SF  | Build-to-Suit   |
| 106 | Unisource Worldwide           | Miami, FL           | 85,140 SF  | Fee Development |
| 107 | Unisource Worldwide           | Raleigh, NC         | 165,060 SF | Fee Development |
| 108 | United Safety                 | Pasadena, TX        | 20,000 SF  | Build-to-Suit   |
| 109 | United States E.P.A.          | Houston, TX         | 42,362 SF  | Build-to-Suit   |
| 110 | United Stationers             | Charlotte, NC       | 300,000 SF | Build-to-Suit   |
| 111 | United Stationers             | Houston, TX         | 240,000 SF | Build-to-Suit   |
| 112 | VWR Corporation               | Houston, TX         | 62,280 SF  | Build-to-Suit   |
| 113 | Walgreen Co.                  | College Station, TX | 14,820 SF  | Build-to-Suit   |
| 114 | Walgreen Co.                  | Dallas, TX          | 14,820 SF  | Build-to-Suit   |
| 115 | Walgreen Co.                  | Houston, TX         | 17,250 SF  | Build-to-Suit   |
| 116 | Walgreen Co.                  | Houston, TX         | 500,000 SF | Build-to-Suit   |
| 117 | Walgreen Co.                  | Kemah, TX           | 14,820 SF  | Build-to-Suit   |
| 118 | Walgreen Co.                  | La Porte, TX        | 13,000 SF  | Build-to-Suit   |
| 119 | Walgreen Co.                  | Magnolia, TX        | 14,820 SF  | Build-to-Suit   |
| 120 | Walgreen Co.                  | Pflugerville, TX    | 13,500 SF  | Build-to-Suit   |
| 121 | Walgreen Co.                  | San Antonio, TX     | 14,820 SF  | Build-to-Suit   |
| 122 | Walgreen Co.                  | San Antonio, TX     | 14,820 SF  | Build-to-Suit   |
| 123 | Walgreen Co.                  | Tomball, TX         | 14,820 SF  | Build-to-Suit   |
| 124 | Walker & Zanger               | Houston, TX         | 50,812 SF  | Fee Development |
| 125 | Westheimer Transfer & Storage | Houston, TX         | 77674 SF   | Build-to-Suit   |

|     | Client                    | Location       | SF            | Service       |
|-----|---------------------------|----------------|---------------|---------------|
| 126 | Yokohama Tire Corporation | Houston, TX    | 201,624 SF    | Build-to-Suit |
| 127 | Yokohama Tire Corporation | Louisville, KY | 309,791 SF    | Build-to-Suit |
| 128 | Yokohama Tire Corporation | New Jersey     | 299,125 SF    | Build-to-Suit |
|     | TOTAL SQUARE FOOTAGE:     |                | 10,650,635 SF |               |



*Experts in build-to-suit and buy-to-suit industrial properties*

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Bryant + Stacy Group has significant expertise in the development of build-to-suit and the purchase of buy-to-suit industrial properties, including distribution, manufacturing, and specialty facilities for local, regional, and national firms. The following projects are representative of our industrial portfolio.







## Tenant

Bechtel Equipment Operations

## Building Type

Office | Warehouse Building

## Square Feet

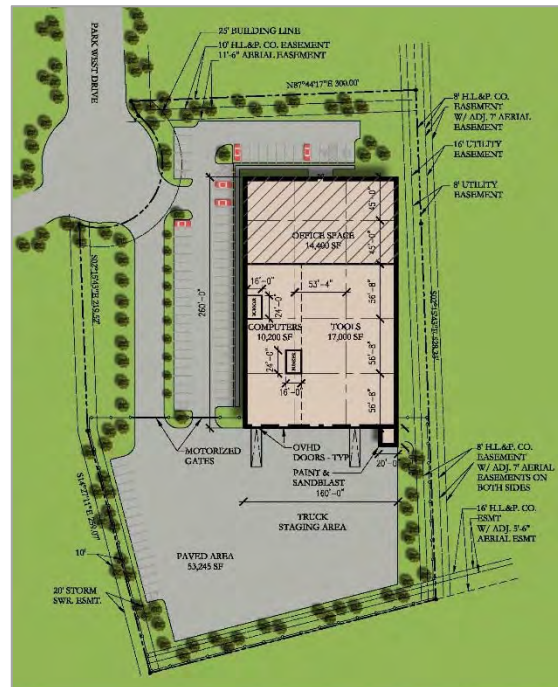
41,600

## Bryant + Stacy Group

Owner | Developer

## Notes

This light industrial building is leased to Bechtel Equipment Operations, the asset management subsidiary of Bechtel Corporation. Bechtel is one of the world's largest engineering, construction, and project management companies. The attractive build-to-suit facility serves as the company's headquarters and is located on 4.2 acres in Sugar Land Business Park.







**Tenant**

FedEx Ground

**Building Type**

Office | Warehouse Building

**Square Feet**

303,335

**Bryant + Stacy Group**

Owner | Developer

**Notes**

This state-of-the-art, build-to-suit facility located on a 39-acre site near the intersection of Beltway 8 and Highway 90 in southwest Houston was constructed to suit the exact requirements of FedEx Ground. It was owned and developed by BSG in a joint venture with 4M Investments. This is the 18<sup>th</sup> project BSG has developed and leased to FedEx Corporation.

This project was a 2017 HBJ Landmark Award Finalist.





BRYANT+STACY GROUP

Tenant  
John Crane, Inc.

Building Type  
Office | Warehouse Building

Square Feet  
65,000

Bryant + Stacy Group  
Owner | Developer

#### Notes

BSG completed this build-to-suit facility for return customer, John Crane, Inc., a global leader in the design and manufacture of mechanical seals and associated products for the oil and gas industry. The 65,000 square foot building is located on Fairmont Parkway in Bayport North Industrial Park and represents a relocation and expansion from their previous building also developed by BSG in 1990.



John Crane





BRYANT+STACY GROUP



Tenant  
Speculative Building

Building Type  
Office | Warehouse Building

Square Feet  
58,000

Bryant + Stacy Group  
Owner | Developer

#### Notes

Sugar Land Commerce Center is a four-building industrial development on Dairy Ashford Road in the 1,000-acre, deed-restricted Sugar Land Business Park. The 12,300 to 16,000 square foot, freestanding, single-tenant flex buildings feature attractive storefronts, abundant parking, 16 to 20 foot clear heights, and both grade level and semi-dock loading.



Sugar Land Commerce Center



BRYANT+STACY GROUP



Tenant  
Tyco Fire Products

Building Type  
Office | Warehouse Building

Square Feet  
76,000

Bryant + Stacy Group  
Owner | Developer



#### Notes

This build-to-suit facility was developed on a 12-acre site in Port Arthur, Texas. The building houses office, training, fabrication, service, and testing functions for Tyco, a leading manufacturer of water-based fire suppression system components and ancillary building construction products.



Tyco Fire Products





BRYANT+STACY GROUP

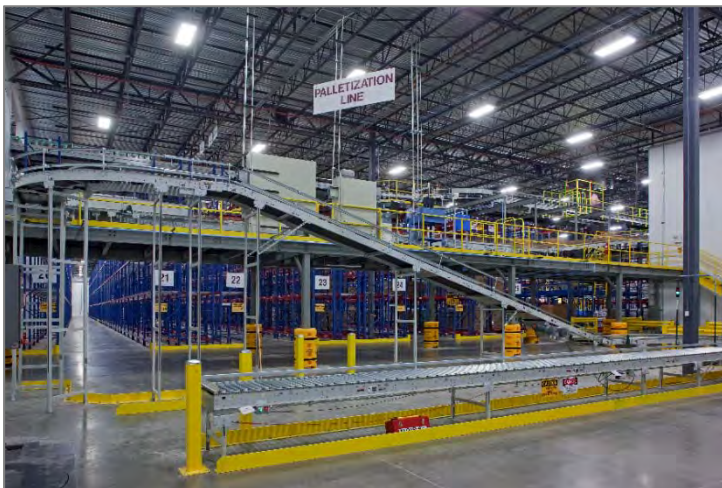


Tenant  
Walgreen Company

Building Type  
Office | Warehouse Building

Square Feet  
500,000

Bryant + Stacy Group  
Owner | Developer



#### Notes

This build-to-suit facility constructed for Walgreens serves as one of their regional distribution centers. The 500,000 square foot, 32-foot clear height, cross-dock facility is located on a 26-acre site on Greens Road near Bush Intercontinental Airport. Leased to Walgreen Company on a long-term basis, the building is partially air conditioned and features a high automated picking and conveyor system.

Walgreens Distribution Center





BRYANT+STACY GROUP



Tenant  
Tramontina

Building Type  
Office | Warehouse Building

Square Feet  
300,000

Bryant + Stacy Group  
Owner | Developer



#### Notes

This 28-foot clear height, cross-dock distribution facility was built to our client's specifications on 17.7 acres on West Airport Boulevard in Sugar Land Business Park. Tramontina is one of the world's leading manufacturers of household goods and hardware, producing everything from cookware, cutlery, flatware, and kitchen utensils to hand tools, home patio furniture, and lawn and garden tools.

Tramontina Distribution Center



**CITY OF SOCORRO**  
**CITY COUNCIL MEETING**  
**Meeting Date: February 3, 2022**

**REZONING APPLICATION/VARIANCE REQUEST**  
**STAFF REPORT**

**SUBJECT:**

**SECOND READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE REZONING OF LOT 2, BLOCK 1, VALLE SERENO; TRACT 25A, BLOCK 15, SOCCORO GRANT; TRACTS 24B1, 25B3, BLOCK 15, SOCORRO GRANT; TRACT 25A1A, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESI-DENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND A VARIANCE OF THE FRONT YARD SETBACK TO ALLOW FOR A 10' SETBACK; AND A VARIANCE OF THE REAR YARD SETBACK TO ALLOW FOR A 15' SETBACK; WITH CONDITIONS TO LIMIT THE DENSITY TO SINGLE-FAM-ILY HOMES AND PROVIDE 20' DRIVEWAYS.**

**NAME:** VALLE ESCONDIDO

**PROPERTY ADDRESS:** Urrunaga Court and Celedon Circle / Carreta Lane

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

**PROPERTY OWNER:** Omar G. Gutierrez, Carlos Aguirre, Enrique Escobar

**REPRESENTATIVE:** Jorge Ascarate, CEA Engineering

**PROPERTY AREA:** 4.5327 Acres

**CURRENT ZONING:** R-1 Single Family Residential

**CURRENT LAND USE:** Vacant Land

**FUTURE LAND USE MAP:** Residential

**PROPOSED LAND USE:** Single Family Residential

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

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

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

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

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

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**Deny**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE APPROVING THE REZONING OF LOT 2, BLOCK 1, VALLE SERENO; TRACT 25A, BLOCK 15, SOCCORO GRANT; TRACTS 24B1, 25B3, BLOCK 15, SOCORRO GRANT; TRACT 25A1A, BLOCK 15, SOCORRO GRANT, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL); AND A VARIANCE OF THE FRONT YARD SETBACK TO ALLOW FOR A 10' SETBACK; AND A VARIANCE OF THE REAR YARD SETBACK TO ALLOW FOR A 15' SETBACK; WITH CONDITIONS TO LIMIT THE DENSITY TO SINGLE-FAMILY HOMES AND PROVIDE 20' DRIVEWAYS.**

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the properties Lot 2, Block 1, Valle Sereno; Tract 25A, Block 15, Socorro Grant; Tracts 24B1, 25B3, Block 15, Socorro Grant; Tract 25A1, Block 15, Socorro Grant, Socorro, Texas have been rezoned from R-1 (Single Family Residential) to R-2 (Medium Density Residential) and a variance of the front yard setback to allow for a 10' setback; and a variance of rear yard setback to allow for a 15' setback; with conditions to limit the density to single-family homes and provide 20' driveways.

**READ, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2022.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

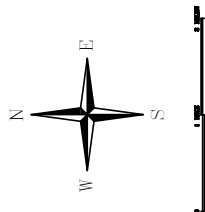
APPROVED AS TO CONTENT:

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

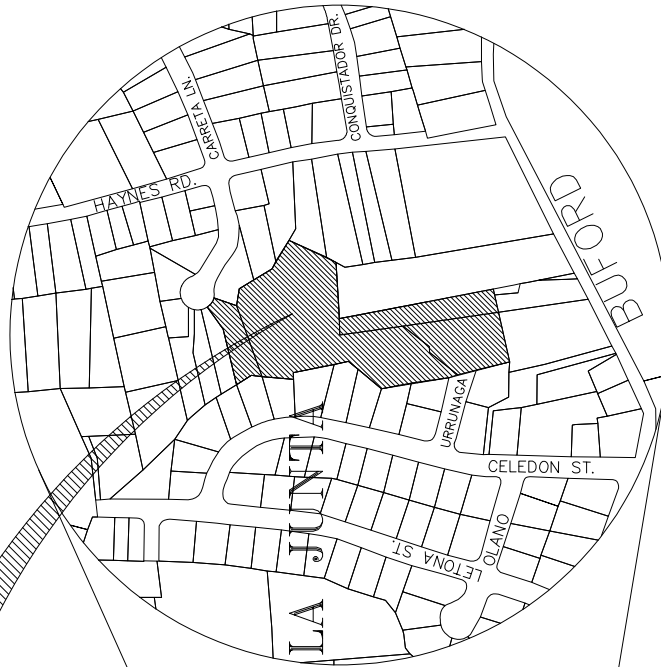
\_\_\_\_\_  
Adriana Rodarte, City Manager



# LOCATION MAP



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



CITY OF SOCORRO

## LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

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

# ZONING MAP





# SITE PICTURES





# AERIAL PHOTO





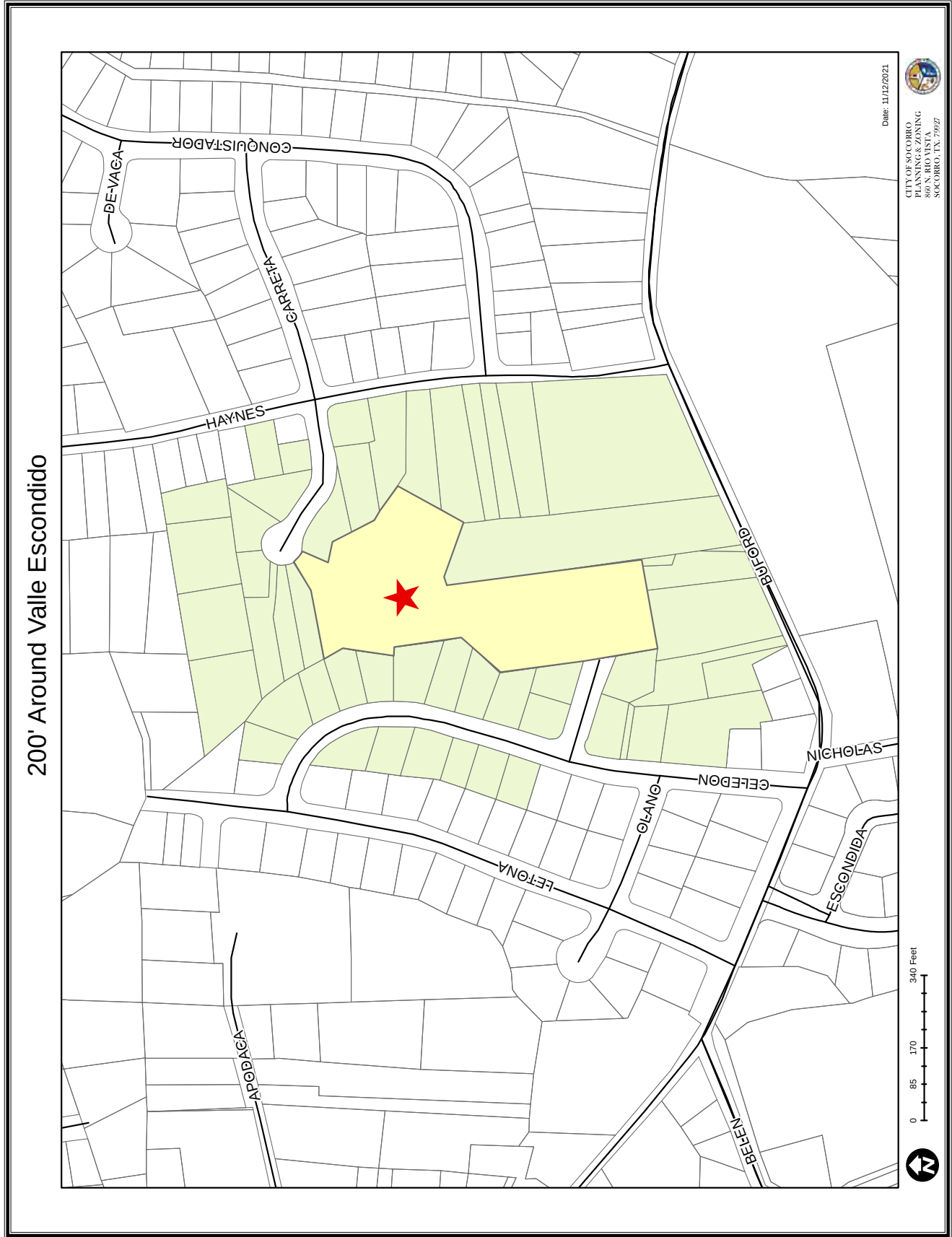
# AERIAL PHOTO







# PUBLIC INPUT



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to approve Resolution 678 authorizing the submission of a grant application to the Office of the Governor (OOG) FY 2023 Juvenile Justice & Truancy Prevention (JJTP) Program for the Socorro Police Department. There is no match requirement for this grant.

**SUMMARY**

The City of Socorro will submit a grant application to the FY 2023 Juvenile Justice & Truancy Prevention (JJTP) Program requesting \$23,500.00 for the funding of overtime for law enforcement personnel to coach and mentor Socorro youth as part of the Police Athletics League (PAL) and for youth sports equipment on behalf of the Socorro Police Department.

**STATEMENT OF THE ISSUE**

The purpose of the Juvenile Justice & Truancy Prevention (JJTP) Program is to fund projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs.

The Socorro Police Department would like to request funding for its Police Athletics League (PAL) to engage 120 Socorro youth in sports activities coached and mentored by law enforcement officers. Equipment and supplies are needed for the youth to practice/play soccer, flag football, and other sports. Additionally, overtime funding is needed for the officers mentoring/coaching said youth. This will serve as an afterschool program to contribute to improvements in the youths' personal and social development, create positive relationships and attitudes between youth and law enforcement officers, and reduce truancy rates.



**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 of Socorro will not submit a grant application for this grant program on behalf of the Socorro Police Department.

**STAFF RECOMMENDATION**

**APPROVE** – It is the recommendation of the Grants & Special Projects Department that Council authorize the submission of a grant application to the Juvenile Justice & Truancy Prevention grant.

**REQUIRED AUTHORIZATION**

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

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



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District 2  
  
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District 3  
  
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District 4  
  
**Adriana Rodarte**  
City Manager

## RESOLUTION 678

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the FY 2021 Juvenile Justice & Truancy Prevention grant be operated in Socorro, Texas for the 2022-2023 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the FY 2021 Juvenile Justice & Truancy Prevention grant application; and

WHEREAS, the CITY OF SOCORRO agrees that in the event of loss or misuse of the Office of the Governor funds, CITY OF SOCORRO assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the CITY OF SOCORRO will request funding from the FY 2021 Juvenile Justice & Truancy Prevention via Grant No. 3997901; and

WHEREAS, the CITY OF SOCORRO designates the Mayor and his/her designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the FY 2021 Juvenile Justice & Truancy Prevention grant to the Office of the Governor.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 2022.

CITY OF SOCORRO

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

ATTEST:

\_\_\_\_\_  
Olivia Navarro  
City Clerk  
Grant Number: 3997902

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

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**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

**Discussion and action** to approve Resolution 679 authorizing the City of Socorro to submit a grant application to the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) 2022 Planning and Capacity Building Fund and authorize the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the TxCDBG Program. The City's grant match commitment is \$18,750.00.

**SUMMARY**

The City of Socorro will pass a resolution authorizing the submission of a grant application to the Texas Community Development Block Grant (TxCDBG) Program's 2022 Planning and Capacity Building (PCB) Fund for the update and development of its Zoning Ordinances and Mission Trail Historic Guidelines. The City will request \$75,000.00 in grant funding from the TxCDBG Program, and will match \$18,750.00 from its general fund, for a project total of \$93,750.00.

**STATEMENT OF THE ISSUE**

The goal of the Texas Community Development Block Grant (TxCDBG) Program is to develop viable communities by providing decent housing and a suitable living environment, as well as by expanding economic opportunities, principally for persons of low-to-moderate income.

The Planning and Capacity Building (PCB) Fund is a competitive grant program for local public facility and housing planning activities. The PCB Fund only funds planning and capacity building activities and does not fund construction activities. Localities apply for financial assistance to prepare a "comprehensive plan" or any of its various components. PCB Funds can be used for planning or capacity building activities, such as, Base Mapping, Land Use, Housing, Population, Economic Development and/or Tourism,

Central Business District, Street Conditions, Thoroughfares, Parks and Recreation, Drainage (streets & flood hazard areas), Gas or Electric Systems (if owned by the locality), Community Facilities, Capital Improvements Program, Zoning Ordinance, Subdivision Regulation.

Funds are available in the TxCDBG PCB fund for non-entitlement communities in Texas, such as the City of Socorro. The maximum grant request is \$75,000, and there is a population-based 25% match requirement. Funds are approved based on the community's population and the project activity type.

**FINANCIAL IMPACT**

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

**Funding Source:** GF

**Amount:** \$18,750.00

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

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

**ALTERNATIVE**

**NOT APPROVE** – City Council will NOT approve a resolution authorizing the submission of a grant application to the 2022 Planning and Capacity Building Fund.

**STAFF RECOMMENDATION**

**APPROVE** – City Council will approve a resolution authorizing the submission of a grant application to the 2022 Planning and Capacity Building Fund.

**REQUIRED AUTHORIZATION**

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



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## **RESOLUTION 679**

**WHEREAS,** The CITY OF SOCORRO desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS,** the CITY OF SOCORRO deems it is necessary and in the best interests of the CITY OF SOCORRO to apply for funding under the Texas Community Development Block Grant Program; and

**NOW THEREFORE, BE IT RESOLVED** that the CITY OF SOCORRO:

1. That a Texas Community Development Block Grant Program application for the 2022 Planning and Capacity Building Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the 2022 Planning and Capacity Building Fund.
3. That the application be for \$75,000.00 of grant funds to provide Zoning Ordinance and Mission Trail Historic Guidelines updates.
4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
  - a. The Mayor shall serve as the City's Chief Executive Officer and Authorized Representative to execute this application and any subsequent contractual documents;
  - b. The Mayor is authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
  - c. If this application is funded, the Mayor, City Manager, and City Clerk are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

6. That it further be stated that the CITY OF SOCORRO is committing \$18,750.00 from its General Fund as a cash contribution toward the administration activities of this Zoning Ordinances and Mission Trail Historic Guidelines project.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ 2022.

CITY OF SOCORRO

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

ATTEST:

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

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**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to approve the submission of a grant application and all required documentation to the National Park Service's Save America's Treasures grant program for the Rio Vista Farm Rehabilitation Project. The City's grant match commitment is \$500,000.

**SUMMARY**

The City of Socorro will submit a grant application to the NPS Save America's Treasures grant program for the ongoing Rio Vista Farm Rehabilitation Project. Funds requested will offset the costs of construction rehabilitation work at the NHL-nominated Rio Vista Farm. There is a 50% (1:1) match requirement. The City's grant match commitment is \$500,000.

**STATEMENT OF THE ISSUE**

Save America's Treasures grants from the Historic Preservation Fund provide preservation and/or conservation assistance to nationally significant historic properties and collections. Rio Vista Farm is eligible for this grant opportunity because its history and connection to the Bracero Program has been deemed nationally significant. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. If approved by Council, the City will submit an application requesting \$500,000 in grant funding and commit to a \$500,000 match for a total project cost of \$1,000,000.

Rio Vista Farm was established in 1916 as the El Paso County Poor Farm. It has been deemed nationally significant for its association with the Mexican Farm Labor Program of 1951-64, which was jointly administered by the US and Mexico. The largest single temporary alien worker program ever undertaken by the United States, it embraced more than 4.2 million bracero contracts for more than two million unique individuals. The

highpoint of the program came in 1956, with 445,197 bracero contracts. Braceros were deployed to thirty-eight states but mostly worked in a smaller number of jurisdictions, mostly along the Mexican border. Rio Vista served as one of five critical way stations along the US-Mexico border, linking the recruitment of workers in the interior of Mexico with their eventual places of employment on US farms and ranches. The reception center operated throughout the life of the program, issuing 800,000 bracero contracts between 1951 and 1964 and sending braceros to worksites in Texas, New Mexico, the northern and central plains, upper Midwest, and Rocky Mountain states.

#### Rio Vista Farm accolades:

- In 1996, the Rio Vista Farm Historic District was included in the National Register of Historic Places with areas of significance in social history, politics/government, agriculture and architecture.
- In 2003, the Rio Vista Farm Historic District was designated a State Antiquities Landmark by the Texas Historical Commission, the highest designation for historic sites in Texas at the time.
- In 2016, the National Trust for Historic Preservation designated the complex a ***National Treasure***, a threatened and nationally significant historic property.
- In 2019, Latino scholar Luis Hoyos listed Rio Vista among eight sites in the West “significant to Latino culture and history.”
- In 2021, Rio Vista was nominated for a National Historic Landmark designation, the highest historic distinction in the United States, by the National Park Service, National Trust for Historic Preservation, and the City of Socorro. The National Historic Landmarks Committee met on October 2021, and unanimously voted to proceed with the designation of Rio Vista as a National Historic Landmark.

#### Rio Vista Farm investments:

- In 2014, the City of Socorro allocated \$1.1 million towards the preservation and rehabilitation of Rio Vista Farm and adaptive reuse as a community hub, library, and center
- In 2016, the US DOI National Park Service awarded \$19,800 to Phase II of the Rio Vista Farm National Historic Landmark nomination project
- In 2017, the Texas Historical Commission awarded \$30,000 in grant funding towards the Rio Vista preservation and rehabilitation project.
- In 2019, the National Trust for Historic Preservation awarded \$2,500 in grant funding towards the Rio Vista Library Engineering project.
- In 2020, the Texas Historical Commission awarded \$34,500 in grant funding towards the Rio Vista preservation and rehabilitation project.
- In 2020, the Texas Historical Commission awarded \$30,000 in grant funding from the Texas Preservation Trust Fund towards the Rio Vista preservation and rehabilitation project.
- In 2021, the Texas Historical Commission awarded \$7,500 in grant funding towards the Rio Vista website and 360 virtual tour.
- In 2022, the Texas Historical Commission awarded \$30,000 in grant funding towards the Rio Vista preservation and rehabilitation project.



- In 2022, the Andrew W. Mellon Foundation awarded \$750,000 in grant funding to the CSCI non-profit organization for the Rio Vista Bracero Museum project

Rio Vista Farm represents our local bi-national history and is a national treasure. However, the fragile adobe and wood buildings at Rio Vista Farm are deteriorating fast (please see backup for current photographs). Although rehabilitation costs are high, the City must continue to secure grant funding to offset the costs of preserving this local gem and national treasure.

### **FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** N/A

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

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

### **ALTERNATIVE**

**NOT APPROVE** – City Council will NOT approve the submission of a grant application to the National Park Service’s Save America’s Treasures grant program for the Rio Vista Farm Rehabilitation Project.

### **STAFF RECOMMENDATION**

**APPROVE** – City Council will approve the submission of a grant application to the National Park Service’s Save America’s Treasures grant program for the Rio Vista Farm Rehabilitation Project.

### **REQUIRED AUTHORIZATION**

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

## Rio Vista Farm Current Photographs







**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
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**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and Action to approve a Memorandum of Understanding (MOU) between the City Council of the City of Socorro and the Commissioners Court of El Paso County for the management of the watershed affected by three grant applications submitted to the Texas Water Development Board.

**SUMMARY**

The City of Socorro must enter into an MOU with El Paso County for the management of the watershed affected by the recently submitted/approved grant applications funded through the Texas Water Development Board for flood mitigation projects.

**STATEMENT OF THE ISSUE**

Passed by the Legislature and approved by Texas voters through a constitutional amendment, the Texas Water Development Board's (TWDB) Flood Infrastructure Fund (FIF) program provides financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects.

On June 30, 2020 the City of Socorro submitted an intent to apply to the TWDB for the Sparks Arroyo Drainage Project. The Texas Water Development Board prioritized and approved a list of 285 flood-related projects from communities across the State of Texas. The Board also determined how much funding would be available to these projects in the form of a grant and in the form of a low-interest loan.

On September 1, 2021, the City of Socorro was invited to submit a full application to the TWDB FIF according to the grant and loan amounts approved by the TWDB Board on the prioritization list. The TWDB Board approved financial support for the Sparks Arroyo Drainage Project in the form of a grant for \$2,786,794 and a zero-interest loan of \$5,409,659. The total project cost is \$8,196,453.



El Paso County has also submitted two grant applications for flood mitigation projects benefiting the Socorro community. As a condition of funding, the Texas Water Development Board requires entities to work collaboratively for the development of flood mitigation projects when the projects affect a common watershed. An MOU is required as part of the City of Socorro's grant application for funding for the Sparks Arroyo Drainage Project requesting approximately \$10,000,000 in grant and loan funds.

A copy of the proposed MOU between the City of Socorro and the County of El Paso is included in the backup.

### **FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** N/A

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

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

### **ALTERNATIVE**

**NOT APPROVE** – City Council will NOT approve a Memorandum of Understanding (MOU) between the City Council of the City of Socorro and the Commissioners Court of El Paso County for the management of the watershed affected by three grant applications submitted to the Texas Water Development Board.

### **STAFF RECOMMENDATION**

**APPROVE** – City Council will approve a Memorandum of Understanding (MOU) between the City Council of the City of Socorro and the Commissioners Court of El Paso County for the management of the watershed affected by three grant applications submitted to the Texas Water Development Board.

### **REQUIRED AUTHORIZATION**

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



## TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the City Council of the City of Socorro (the “City”) and the Commissioners Court of El Paso County (the “County”).

**WHEREAS**, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

**WHEREAS**, the City has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

**WHEREAS**, the County has filed three (3) applications with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

**WHEREAS**, the City and the County have determined that the watershed in which these projects are located are partially located within the jurisdiction of both the County and the City; and

**NOW THEREFORE**, in consideration of the benefits to the County of El Paso and the City of Socorro-Rio Grande Watershed and the State of Texas, the City and the County agree to the following:

1. The City and the County shall provide quarterly progress updates to each other as the projects develop and change.
2. The City and the County will notify each other of any potential change in impacts to the City and the County within the 30 days of the identified change.
3. Both the City and the County shall provide constructive input to the each other's as the projects develop and change.
4. The City and the County shall work cooperatively for the management of these watersheds.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the dates below.

**EL PASO COUNTY:**

By: \_\_\_\_\_  
Hon. Ricardo A. Samaniego  
County Judge

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Jose M. Landeros  
Director of strategic Development

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX  
Assistant County Attorney

**CITY OF SOCORRO**

By: \_\_\_\_\_  
Hon. Ivy Avalos  
Mayor

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

**REVIEWED BY LEGAL COUNSEL**

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX  
Counsel for City of Socorro

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
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District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to enter into an interlocal agreement between the City of Socorro and El Paso MHMR d/b/a Emergence Health Network for the purpose of implementing and operating a Crisis Intervention Team in the City of Socorro.

**SUMMARY**

The City of Socorro applied for and received \$204,000 in grant funding from the USDOJ COPS Community Policing Development (CPD) Crisis Intervention Teams Solicitation for the implementation of a Crisis Intervention Team (CIT) to deploy qualified mental health professionals to calls for service involving individuals experiencing a mental health crisis in Socorro, Texas. An interlocal agreement is required between the City of Socorro and Emergence Health Network for the provision of two (2) fulltime mental health clinicians to be partnered with Socorro Police Department officers within the CIT.

**STATEMENT OF THE ISSUE**

The City of Socorro was awarded \$204,000 in grant funding by the USDOJ COPS Office for the implementation of a first-ever Crisis Intervention Team in Socorro, Texas. The Crisis Intervention Team will be made up of two (2) fulltime mental health clinicians to be provided by EHN that will be partnered with Socorro Police Department officers within the CIT.

As the designated Local Mental Health Authority in El Paso County, Emergence Health Network (EHN) is uniquely qualified to partner with the Socorro Police Department for the development and implementation of a Crisis Intervention Team. The attached interlocal agreement outlines this relationship between the two entities, and includes details on assignment of personnel by EHN and SPD, reporting, supervision, confidentiality, responsibilities of each entity, training, and compensation, along with other general provisions.



## **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept):** SPD

**Funding Source:** \$204,000 from CIT22 (COPS CIT grant award), and \$88,780 local match commitment (approved by City Council on July 17, 2021).

**Amount:** \$292,780.00 (\$204,000 grant funded, and \$88,780 local match)

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

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

## **ALTERNATIVE**

**NOT APPROVE** – City Council will NOT enter into an interlocal agreement between the City of Socorro and El Paso MHMR d/b/a Emergence Health Network for the purpose of implementing and operating a Crisis Intervention Team in the City of Socorro.

## **STAFF RECOMMENDATION**

**APPROVE** – City Council will enter into an interlocal agreement between the City of Socorro and El Paso MHMR d/b/a Emergence Health Network for the purpose of implementing and operating a Crisis Intervention Team in the City of Socorro.

## **REQUIRED AUTHORIZATION**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOCORRO  
AND  
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A  
CRISIS INTERVENTION TEAM**

This Interlocal Agreement is entered into as of March 1, 2022 (“Effective Date”), by and between the City of Socorro and El Paso MHMR d/b/a Emergence Health Network (“EHN”) for the purpose of implementing and operating a Crisis Intervention Team (“CIT”) in the City of Socorro (“City”).

**RECITALS**

**WHEREAS**, the purpose of the Interlocal Cooperation Act, Chapter 791, Texas Government Code is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

**WHEREAS**, EHN was established as the Local Mental Health Authority (“LMHA”) pursuant to Chapter 533 of the Texas Health and Safety Code, and provides a comprehensive array of mental health services in the City of Socorro; and

**WHEREAS**, EHN and City desire to explore options for providing safer and more effective responses to dynamic law-enforcement incidents involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, EHN and City agree that the CIT model is an effective method in responding to law enforcement situations involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

**WHEREAS**, EHN and City desire to enter into this Agreement to implement the CIT model within the City of Socorro, Texas, and increase the number of persons diverted from incarceration when allowed by statutes;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

**1. PURPOSE OF AGREEMENT**

This Agreement establishes the procedures and responsibilities of the parties in deploying a CIT to assist persons in mental health crisis and persons with a diagnosed or suspected mental illness and/or intellectual disability, and for providing the necessary transportation, equipment, and supplies for joint operation of the CIT and the sharing of information.

**2. ASSIGNMENT OF PERSONNEL BY THE SOCORRO POLICE DEPARTMENT**

A. The Chief of Police will select and assign no less than one (1) sergeant officer and no less than two (2) law enforcement officers to the CIT. The officers will be partnered with EHN mental health professionals and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or persons with a diagnosed or suspected mental illness and/or intellectual disability.

B. The sergeant will be partnered with the EHN program manager to oversee the CIT. The sergeant will also partner with the EHN program manager in the field, responding to calls for service, as needed.

- C. Assigned SPD officers shall:
1. Assist with and/or respond to any patrol request involving a call concerning individuals who may have mental health issues;
  2. Assist EHN case workers with individuals with mental illness and respond to mental health crisis calls from the community;
  3. At least annually, coordinate and/or participate in training for Socorro Police Department ("SPD") and EHN personnel related to mental health. The training must address, at minimum, the following components:
    - a. recognize signs and symptoms of mental illness, substance abuse, and co- occurring mental illness; and
    - b. crisis intervention and de-escalation;
  4. Act as a community liaison between other law enforcement agencies and EHN;
  5. Transport consumers meeting Emergency Detention Order ("EDO") requirements to a facility deemed appropriate by EHN; and
  6. Certify officers as mental health officers pursuant to Texas Commission on Law Enforcement requirements.

### **3. ASSIGNMENT OF PERSONNEL BY EHN**

A. EHN shall assign no less than two (2) fulltime mental health clinicians to be partnered with Socorro Police Department officers within the CIT. The program manager and clinicians shall all be licensed, as per all regulations, to provide services in the State of Texas. Upon request, EHN shall provide the Socorro Police Department with copies of all licensing certifications for EHN mental health clinicians assigned to the CIT.

B. Mental health clinicians will work with officers in the field and may be scheduled to work various times, days, and holidays throughout the life of this Agreement. In addition, EHN must provide access to a licensed mental health clinician 24 hours a day, 7 days a week, including holidays, for those events where a CIT unit is not available for Crisis Negotiations Team ("CNT") and/or Special Weapons and Tactics ("SWAT") Team call outs. The clinician must be on scene within one (1) hour of notification of a CNT/SWAT call out.

C. CIT units shall provide services in the City of Socorro. EHN mental health clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members, and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate and provided by the Socorro Police Department.

- D. EHN personnel shall:
1. Subject to Article H of this Interlocal Agreement, EHN personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, hearings, and testify in criminal, and civil proceedings.
  2. Assist SPD officers in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
  3. Twice annually coordinate and/or conduct training for SPD Officers related to mental health. The training must address, at minimum, the following components:

- a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness; and
  - b. Crisis intervention and de-escalation; and
  - c. Alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports).
5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers.
6. Upon written agreement by the parties, fulfill any additional responsibilities related to the Program.
7. Provide SPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness.
8. Enhance communication and coordination between EHN, the SPD, local hospitals, and local courts of jurisdiction through quarterly meetings with these and other local entities that work with individuals with mental illnesses.
9. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.
10. Assist officers with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care.
11. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations and smart scheduling based on historical observations.
12. As subject matter experts serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach.
13. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval.
14. Submit to SPD community welfare checks and follows up for emergent mental health cases of individual and public health concern determined by the local mental health authority.

#### **4. REPORTING**

For each CIT unit, the CIT officer shall complete a Daily Activity Report at the end of each shift and will be responsible for completing any other required Socorro Police Department reports. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting processes will be coordinated between the parties.

#### **5. SUPERVISION**

A. The SPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition. CIT unit patrols will be supervised through the SPD command structure. EHN will provide a licensed clinician to supervise EHN personnel. EHN administrators will maintain all administrative oversight for EHN staff.



B. The parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning, shift scheduling, and to work toward a leadership consensus on how some issues can be addressed at the operations level. The Supervisor Working Group shall not be considered a governing body under this Agreement, and it shall not have authority to make a binding decision on behalf of the CIT.

C. The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of the CIT.

## **6. CONFIDENTIALITY AND SHARING OF INFORMATION**

A. All personnel assigned to the CIT shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

B. All personnel assigned to the CIT shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations and law enforcement reports, and other records, and shall comply with all relevant federal, state, and local laws, rules, and regulations, including, but not limited to, Criminal Justice Information Services ("CJIS") requirements, as well as Socorro Police Department policies and procedures.

C. The criminal history of an individual will be accessed only by sworn Socorro Police Department personnel and will be made available to EHN personnel only as necessary and appropriate, within the limits allowed by federal, state, and local laws, rules, and regulations, and in compliance with Socorro Police Department policies and procedures.

D. The mental health history of an individual will be accessed only by EHN clinicians and will be made available to officers assigned to the CIT only as necessary and appropriate and within the limits allowed under state and federal patient privacy laws.

E. EHN clinicians will disclose mental health history information or any other protected mental health information to other personnel within the Socorro Police Department in the following circumstances:

1. In response to a court order, warrant, subpoena, summons, or other process issued by a court.
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

F. In accordance with 42 CFR Part 2, EHN clinicians may disclose mental health history information or any other protected mental health information to medical personnel in response to an

emergency involving the individual if such disclosure is necessary based upon the clinician's exercise of his or her professional judgement.

G. Unless otherwise provided for by law or separate agreement, any information shared in connection with the CIT by any of the parties may not be further disseminated without the express consent of the party from which the information originated.

H. Each individual party remains responsible for processing any external requests for information related to the CIT that is directed to it, whether such requests are pursuant to federal or state open records laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other party, the party processing the request shall consult with the party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN, or their designees, shall be notified of all information requests related to the CIT that are received by either party.

I. The Chief of Police shall designate a specific individual to serve as the primary media point of contact for the CIT. Any statements or releases of information to the media, or responses to media inquiries, on behalf of the CIT shall be made exclusively by the designated point of contact. The parties, however, may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the CIT. The Chief of Police will be advised when such release is to be made by EHN.

## **7. RESPONSIBILITY OF DISPATCHING OF CIT UNITS**

A. The CIT units will receive calls directly from Socorro Police Department dispatch when the situation requires. If available, the CIT units will respond to requests from Patrol units when assistance is needed in handling a person suspected of having a mental illness or intellectual disability. Additionally, and as necessary, the CIT units will receive requests from EHN staff. Such requests from EHN will be communicated to a Socorro Police Department CIT supervisor and Socorro Police Department dispatch according to current policy and procedure.

B. While the priority of the CIT units will be to respond to individuals in mental health crisis, there may be situations, as time allows, where CIT units may also receive referral or follow-up requests for CIT units to proactively engage homeless mentally ill persons and attempt to direct them to proper services.

## **8. BARRICADED SUSPECT OR HOSTAGE SITUATIONS**

CIT units may be dispatched or called out to a location where a barricaded suspect or hostage situation is involved. The role of CIT units at a barricaded suspect or hostage situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

## **9. TRAINING**

Training of CIT personnel shall be a collaborative effort amongst the Socorro Police Department and EHN. Socorro Police Department and EHN management will determine together the curriculum, schedule, and personnel to be trained.

## 10. COMPENSATION

- A. The City shall pay to EHN annually an amount not to exceed **One Hundred Forty Six Thousand Three Hundred Ninety and 00/100 Dollars (\$146,390.00)** per City fiscal year for the assignment of the two (2) mental health clinicians for the duration of the Agreement.
- B. When an EHN mental health clinician is absent from an assignment for more than ten (10) consecutive workdays, the City will cease being billed for that clinician's salary and benefits beginning on the eleventh (11<sup>th</sup>) day of the clinician's absence, unless EHN, at its discretion, assigns another mental health professional to fulfill the duties of the program manager or clinician during the program managers or clinician's absence. Billing will not resume until the program manager or clinician returns to regular duty.
- C. Payments made under paragraphs A and B shall be made to EHN on a monthly basis and shall be due on the tenth (10<sup>th</sup>) day after receipt of an invoice for services under this Agreement.
- D. City will provide primary office space for EHN use at the Socorro Police Department Headquarters or one or more of the various Socorro Police Department Patrol Stations. EHN shall be responsible for any additional office space deemed necessary by EHN. Such additional office space must be compliant with all applicable CJIS requirements.
- E. With the exception of cell phones, tactical go-bags, and bulletproof vests, City shall provide all equipment and supplies deemed necessary by the Socorro Police Department for the use of the CIT. EHN shall be responsible for any equipment and supplies needed for any additional office space locations deemed necessary by EHN. Such additional equipment and supplies must be compliant with all applicable CJIS requirements.
- F. City shall reimburse EHN for monthly cell phone service used by assigned EHN personnel to perform the duties of the CIT. City shall also reimburse EHN for the necessary purchase of tactical go-bags and bulletproof vests.
- G. Within seven (7) working days of the execution of this Agreement, liaisons from both parties shall establish formal procedures for the purchase of equipment and/or reimbursement processes.
- H. Subject to the payments and reimbursements referenced above, City and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policies.
- I. This Agreement may be subject to the annual appropriation of funds by the City and any external grant funding available to the City. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability. City will be responsible for payment of all monies due up through the date of such termination.
- J. The parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services. The parties agree to share information and/or data to help with the applications for grants. Should either party use the other party for matching funds, the parties agree to ensure that the funds are mutually used to the best benefit of the CIT, subject to the rules or conditions applicable to that grant award.

## **11. TERM AND TERMINATION**

A. This Agreement is valid upon the City's receipt of grant funding, and shall commence on the Effective Date of this agreement and terminate on the 31st day of August 2023, regardless of the date of execution of this Agreement.

B. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party sixty (60) days before the effective date of termination. City will be responsible for payment of all monies due up through the date of such termination.

C. In the event the parties identify and obtain sustainable funding, including private and public grants, for the coverage of the services provided herein, the parties may either amend this Agreement or terminate this Agreement immediately upon the effective date of a new agreement utilizing said funding.

## **12. PROGRAM AUDIT**

This Agreement and its requirements are subject to audit by the parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual party's expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. The Socorro Police Department agrees to maintain all records relating to the operation of the CIT consistent with Socorro Police Department policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

## **13. QUALITY ASSURANCE**

A. EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Agreement and measure client and local stakeholder satisfaction.

B. City will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include but are not limited to the following: a) site visits to evaluate and document various administrative and programmatic requirements; b) review of data reports to evaluate programmatic outcomes; and c) review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

## **14. MISCELLANEOUS**

A. Notices. Unless otherwise provided here in, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

CITY

David Burton  
Chief of Police  
Socorro Police Department  
124 Horizon Blvd.  
Socorro, Texas 79927



cc: Adriana Rodarte  
City Manager  
City of Socorro, Texas  
124 Horizon Blvd.  
Socorro, Texas 79927

EHN Kristen Daugherty  
Chief Executive Officer  
El Paso MHMR d/b/a Emergence Health Network  
201 E. Main Street, Suite 600  
El Paso, Texas 79901

cc: EHN Legal Unit  
El Paso MHMR d/b/a Emergence Health Network  
201 E. Main Street, Suite 600  
El Paso, Texas 79901

B. Governing Law. For the purpose of determining the place of agreement and the law governing same, this Agreement, including this Addendum, is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern in determining any evidentiary privileges claimed by the parties. Venue for all causes of action arising from or in connection with this Agreement, including this Addendum, shall be in El Paso County, Texas. The parties agree that the statute of limitations as prescribed under Texas law, including but not limited to Texas Civil Practice and Remedies Code chapter 16 (herein, the “Statute of Limitations”), shall govern. Any language prescribing a period less than the Statute of Limitations shall be of no effect.

C. Independent Contractors. The relationship between the parties shall be that of an independent contractor. It is agreed that neither the parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other party to this Agreement. Each party remains liable for the acts and omissions of its officers, employees, agents, and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents, or representatives.

D. No Private Right Created. This is a cooperative government agreement among the parties and is not intended to confer any right or benefit to a private person or party.

E. No Waiver of Immunity. No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

F. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties. This Agreement shall not be modified or changed unless the same is in writing and signed by the respective Parties hereto or as permitted by Subsection G, below. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

G. Addendums; Memorandums of Understanding. EHN and the City may add addendums or memorandums of understanding (“clarifying documents”) to this Agreement to further clarify this Agreement without further approval of each party’s governing board; provided, however, that such clarifying documents must be consistent with this Agreement and may not have any fiscal impact or cost beyond the scope of this Agreement. In the event of any discrepancy between any such clarifying

documents and this Agreement, this Agreement shall govern. An official with general authority to approve policies or procedures of that entity shall execute any such clarifying documents.

H. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

I. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

J. Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond their control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities, with legal authority to do so.

**The City of Socorro**

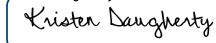
\_\_\_\_\_  
Ivy Avalos  
Mayor

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

AGREED:

\_\_\_\_\_  
David Burton  
Chief of Police

**El Paso MHMR d/b/a Emergence Health Network**

DocuSigned by:  
  
C:167C6463EE9465...  
\_\_\_\_\_  
Kristen Daugherty  
Chief Executive Officer

Date: 2/22/2022 | 2:22 PM PST  
\_\_\_\_\_

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

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

**SUMMARY**

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

**STATEMENT OF THE ISSUE**

City Council approved a spending framework for the City of Socorro's allocation of CLFRF ARPA funds on October 28, 2021, based on the eligible costs and guidance provided by the U.S. Treasury. This spending framework is a living document and will be brought to City Council with updates and revisions as new information and actual costs are determined.

City Council approval is requested to approve the following updates to the ARPA spending framework:

- \$26,400 for a 2-year Grants Management System subscription to assist with the administration of approximately \$8,516,403.06 in federal funding for the City of Socorro's ARPA allocation.

The American Rescue Plan Act of 2021 is a US \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021. The Coronavirus State and Local Fiscal Recovery Funds (CSLFR)

approved under ARPA provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

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

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

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

Please see attached.

### **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept):** ARPA

**Funding Source:** ARPA

**Amount:** \$26,400

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

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

### **ALTERNATIVE**

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

### **STAFF RECOMMENDATION**

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



**REQUIRED AUTHORIZATION**

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

First Tranche  
\$4,258,201.53

|                                                                  |                                            |                     |                         | 2022          | 2023            | 2024            | 2025 | 2026 |
|------------------------------------------------------------------|--------------------------------------------|---------------------|-------------------------|---------------|-----------------|-----------------|------|------|
| ARPA Eligible Categories                                         | Updated by City Council vote on 01.06.2022 | Increase / Decrease | Proposed                | Year 1        | Year 2          | Year 3          |      |      |
| <b>COVID-19 related expenses</b>                                 |                                            |                     |                         |               |                 |                 |      |      |
| Socorro Police Department Communications Equipment               | \$ 700,000.00                              |                     | \$ 700,000.00           | \$ 700,000.00 |                 |                 |      |      |
| Administrative Personnel - ARPA Specialist                       | \$ 150,000.00                              | \$ (26,400.00)      | \$ 123,600.00           | \$ 50,000.00  | \$ 50,000.00    | \$ 50,000.00    |      |      |
| Administrative Software                                          | \$ -                                       | \$ 26,400.00        | \$ 26,400.00            |               |                 |                 |      |      |
| Rio Vista Health Clinic                                          | \$ 300,000.00                              |                     | \$ 300,000.00           |               | \$ 300,000.00   |                 |      |      |
| COVID-19 Public Health Fund                                      | \$ 300,000.00                              |                     | \$ 300,000.00           | \$ 100,000.00 | \$ 100,000.00   | \$ 100,000.00   |      |      |
| Socorro Police Department Body-Worn Cameras                      | \$ 125,000.00                              |                     | \$ 125,000.00           | \$ 125,000.00 |                 |                 |      |      |
| Socorro Police Department Generator                              | \$ 200,000.00                              |                     | \$ 200,000.00           | \$ 200,000.00 |                 |                 |      |      |
|                                                                  | \$ -                                       |                     | \$ -                    |               |                 |                 |      |      |
| <b>Assistance to small business, households, non-profits</b>     |                                            |                     |                         |               |                 |                 |      |      |
| Small Business Economic Resiliency Programs                      | \$ 300,000.00                              |                     | \$ 300,000.00           | \$ 100,000.00 | \$ 100,000.00   | \$ 100,000.00   |      |      |
| Household Assistance Program                                     | \$ 300,000.00                              |                     | \$ 300,000.00           | \$ 100,000.00 | \$ 100,000.00   | \$ 100,000.00   |      |      |
| Household Assistance Program Specialist                          | \$ 150,000.00                              |                     | \$ 150,000.00           | \$ 50,000.00  | \$ 50,000.00    | \$ 50,000.00    |      |      |
| Economic Recovery Program (Marketing, BR&E)                      | \$ 300,000.00                              |                     | \$ 300,000.00           | \$ 100,000.00 | \$ 100,000.00   | \$ 100,000.00   |      |      |
| Economic Recovery Coordinator                                    | \$ 195,000.00                              |                     | \$ 195,000.00           | \$ 65,000.00  | \$ 65,000.00    | \$ 65,000.00    |      |      |
| Farmers Market Feasibility Study and Implementation              | \$ 150,000.00                              |                     | \$ 150,000.00           | \$ 50,000.00  | \$ 100,000.00   |                 |      |      |
| CSCI nonprofit assistance                                        | \$ 150,000.00                              |                     | \$ 150,000.00           | \$ 50,000.00  | \$ 50,000.00    | \$ 50,000.00    |      |      |
| Economic Recovery Strategic Plan                                 | \$ 50,000.00                               |                     | \$ 50,000.00            | \$ 50,000.00  |                 |                 |      |      |
| <b>Aid to impacted industries (tourism, travel, hospitality)</b> |                                            |                     |                         |               |                 |                 |      |      |
| PDN Trail - Mission Trail Segment (tourism)                      | \$ 1,500,000.00                            |                     | \$ 1,500,000.00         | \$ 500,000.00 | \$ 500,000.00   | \$ 500,000.00   |      |      |
| Mission Trail Tourism Improvements on Socorro Rd.                | \$ 1,000,000.00                            |                     | \$ 1,000,000.00         |               |                 | \$ 1,000,000.00 |      |      |
| City-wide Trails Masterplan (tourism)                            | \$ 50,000.00                               |                     | \$ 50,000.00            | \$ 50,000.00  |                 |                 |      |      |
| Rio Vista Farm Rehabilitation Project (travel & tourism)         | \$ 2,500,000.00                            |                     | \$ 2,500,000.00         |               | \$ 2,500,000.00 |                 |      |      |
|                                                                  | \$ -                                       |                     | \$ -                    |               |                 |                 |      |      |
| <b>Water, sewer, stormwater and broadband infrastructure</b>     |                                            |                     |                         |               |                 |                 |      |      |
| Sparks Arroyo Drainage Project                                   | \$ 1,000,000.00                            |                     | \$ 1,000,000.00         |               | \$ 1,000,000.00 |                 |      |      |
| City-wide stormwater improvements                                | \$ 1,000,000.00                            |                     | \$ 1,000,000.00         | \$ 500,000.00 | \$ 500,000.00   |                 |      |      |
|                                                                  | \$ -                                       |                     | \$ -                    |               |                 |                 |      |      |
|                                                                  | <b>\$ 10,420,000.00</b>                    | <b>Total Amount</b> | <b>\$ 10,420,000.00</b> |               |                 |                 |      |      |

# GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | eCivis@CARAHSOFT.COM

**TO:** Alejandra Valadez  
Grants Coordinator  
City of Socorro, TX  
124 S. Horizon Blvd.  
Socorro, TX 79927

**FROM:** Garrett Smith  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** grants@ci.socorro.tx.us

**EMAIL:** Garrett.Smith@carahsoft.com

**PHONE:** (915) 858-2915

**PHONE:** (571) 662-3062

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
Shipping Point: FOB Destination  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
Credit Cards: VISA/MasterCard/AMEX  
Sales Tax May Apply

**QUOTE NO:** 26819809  
**QUOTE DATE:** 12/09/2020  
**QUOTE EXPIRES:** 02/19/2021  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$21,525.00

**TOTAL QUOTE:** \$21,525.00

| LINE NO.            | PART NO.     | DESCRIPTION                                                                 | - | QUOTE PRICE  | QTY | EXTENDED PRICE |
|---------------------|--------------|-----------------------------------------------------------------------------|---|--------------|-----|----------------|
| 1                   | GN-20001-20  | Grantee Pre-Award Software<br>eCivis, Inc. - GN-20001-20                    |   | \$5,000.00 - | 1   | \$5,000.00     |
| 2                   | GN-20001-22  | Grantee Post-Award Software<br>eCivis, Inc. - GN-20001-22                   |   | \$5,000.00 - | 1   | \$5,000.00     |
| 3                   | ULF-00000-01 | User License Fee 1-99<br>eCivis, Inc. - ULF-00000-01                        |   | \$400.00 -   | 5   | \$2,000.00     |
| 4                   | GN-20001-21  | Grantee Pre-Award Add-on State Grant Research<br>eCivis, Inc. - GN-20001-21 |   | \$1,200.00 - | 1   | \$1,200.00     |
| 5                   | PS-30001-24  | Setup & Implementation<br>eCivis, Inc. - PS-30001-24                        |   | \$185.00 -   | 45  | \$8,325.00     |
| <b>SUBTOTAL:</b>    |              |                                                                             |   |              |     | \$21,525.00    |
| <b>TOTAL PRICE:</b> |              |                                                                             |   |              |     | \$21,525.00    |
| <b>TOTAL QUOTE:</b> |              |                                                                             |   |              |     | \$21,525.00    |

### Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 2/28/2024. Payment is due net 30 days from invoice date.

Cycle 1: 3/01/2021 through 2/28/2022 for a price of \$21,525.00

Cycle 2: 3/01/2022 through 2/28/2023 for a price of \$13,200.00

Cycle 3: 3/01/2023 through 2/28/2024 for a price of \$13,200.00



## GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | eCivis@CARAHSOFT.COM

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | QTY | EXTENDED PRICE |
|----------|----------|-------------|---|-------------|-----|----------------|
|----------|----------|-------------|---|-------------|-----|----------------|

Please include the following on your PO:

- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100. Reston, VA 20190)
- Payment terms: Net30
- Ship to and bill to address listed

## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 7, 2020. It is effective between You and Us as of the date of You accept this Agreement.

### Table of Contents

1. Definitions
2. Purchased Services
3. Use of the Services
4. Professional Services, Cooperation: Delays
5. Fees and Payment for Purchased Services
6. Proprietary Rights
7. Confidentiality
8. Warranties and Disclaimers
9. Limitation of Liability
10. Term and Termination
11. Governing Law and Jurisdiction
12. General Provisions
13. Mutual Indemnification

### 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this eCivis Master Subscription and Service Agreement, including all exhibits, order forms and addenda attached hereto to or made part of this agreement.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance, Consulting, and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™, Allocate™ products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com>, <https://www.costtree.net/> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, Inc., a Delaware corporation, and Affiliates of eCivis, Inc.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.



"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant purchase order or order form during a subscription term stated in such purchase order or order form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. Our Responsibilities. By 11:59PM on the day prior to the cycle start date, we shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations applicable to Our provision of Our Services to Our customers generally, and subject to Your use of the Services in accordance with this Agreement.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement and any applicable order form, (ii) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with the Services, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement, any applicable order form, the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Any use of the Services in breach of the foregoing by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of licenses, grants or applications that can be managed in Our Grants Network™ product, on the number of grant applications, peer reviews and/or trainings provided by Us, or number of licenses provided for Allocate™. Any such limitations are specified in the signature page of this Agreement or an applicable order form.

3.5. Third Party Data. We do not own data or files submitted to Purchased Services by third parties. You assume all risks that may occur from downloading third-party data or files.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions, each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed deadlines does not constitute non delivery of Professional Services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A attached hereto within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement or in any order form. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. **Overdue Charges.** If any charges are not received from You by the due date, then without limiting Our rights or remedies, at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights and all legally protectable elements or derivative works. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. **Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an order form, (ii) modify or create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) except to the extent permitted by applicable law, disassemble, reverse engineer or decompile the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein. If You choose to use a third-party application with a Service, You grant Us permission to allow the application and its provider to access Your Data as required for the interoperation of the application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such application or its provider.

6.4. **Your Data.** You authorize Us to host, copy, transmit, display and adapt Your Data, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. Unless otherwise specified in this Agreement or an Exhibit attached hereto, You shall be solely responsible for collecting, inputting and updating all Your Data. You shall review the accuracy of all data submitted into and through the Services and ensure the final accuracy of all reports or other outputs produced.

6.5. **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6.6. **Your Equipment.** You shall be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking equipment, web servers, and Internet access, but excluding the Services (collectively "Equipment"). You shall be responsible for ensuring that the Equipment is compatible with the Services. You shall also be responsible for the security and use of the Equipment.

## 7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all order forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any order form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, and (iii) We will use commercially reasonable measures intended to not transmit Malicious Code to You, provided it is not a breach of this subpart (iii) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

## 9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein or under an applicable order form.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In no event will termination of this Agreement by Us under this Section 10.3 relieve You of Your obligation to pay any fees payable to Us.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination or expiration of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 10.5 (Surviving Provisions), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

11.2. Notice. All notices pertaining to this Agreement shall be sent via certified mail to: eCivis, Inc., Attn: James Ha, CEO, 254 N. Lake Ave. #879, Pasadena, CA, 91101. To expedite processing, an electronic copy can be sent to [legal@ecivis.com](mailto:legal@ecivis.com). Notices to You will be directed to the "Customer" address listed on the first page of this Agreement.

## 12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department ([legal@ecivis.com](mailto:legal@ecivis.com)).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. This Agreement shall be deemed as a joint work product of the parties and shall not be construed against either party as a drafter.



12.6. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5 (Fees and Payment for Purchased Services).

12.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all order forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. **Entire Agreement.** This Agreement, including all exhibits, order forms and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

12.9. **Equitable Relief.** The parties agree that a material breach of Section 3.3 (Your Responsibilities), Section 6.2 (Restrictions) or Section 7 (Confidentiality) would cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.11. **Publicity.** During the term of this Agreement, We may include Your name and logo in Our customer lists, including on Our website, provided that any such use shall be subject to Your prior written consent.

12.12. **Authorized Reseller Status; Option to Purchase Affiliate Products.** eCivis, Inc. is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "eCivis Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). eCivis Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., Questica, CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, You have the option to purchase from either eCivis, as an authorized reseller, or eCivis Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by You and eCivis or You and the applicable eCivis Affiliate.

### 13. MUTUAL INDEMNIFICATION

13.1. **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. The above defense and indemnification obligations do not apply if (i) the allegation does not state with specificity that the Services are the basis of the Claim Against You; (ii) a Claim Against You arises from the use or combination of the Services or any part thereof with software, hardware, data or processes not provided by Us, if the Services or use thereof would not infringe without such combination or (iii) a Claim Against You arises from Your breach of this Agreement or an order form.

13.2. **Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data or Your use of Your Data with the Services, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. **Exclusive Remedy.** This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this Section.

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to adopt Resolution 680 approving the application filing with the Texas Water Development Board requesting financial assistance for the Sparks Arroyo Drainage Project. The total project cost is \$11,097,885.

**SUMMARY**

This is an update to the previous resolution approved by City Council on October 28, 2021. Due to an increase in budgeted costs for the Sparks Arroyo Drainage Project, the TWDB has increased the grant amount to \$3,433,281, the zero-interest loan amount to \$6,665,000, and the City is contributing \$1,000,000 from its ARPA allocation, for a total project cost of \$11,097,885.

**STATEMENT OF THE ISSUE**

On October 28, 2021, City Council approved a resolution to request funding for the Sparks Arroyo Drainage Project from the Texas Water Development Board. Due to increasing construction costs, there was an increase in the budgeted amount for the project. The TWDB increased its grant amount and also increased the zero-interest loan amount available to the City. The TWDB Board has approved financial support for the Sparks Arroyo Drainage Project in the form of a grant for \$3,433,281 and a zero-interest loan of \$6,665,000. The City will also contribute \$1,000,000 from its ARPA allocation. The total project cost is \$11,097,885.

Passed by the Legislature and approved by Texas voters through a constitutional amendment, the Texas Water Development Board's (TWDB) Flood Infrastructure Fund (FIF) program provides financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects.



In June 30, 2020 the City of Socorro submitted an intent to apply to the TWDB for the Sparks Arroyo Drainage Project. The Texas Water Development Board prioritized and approved a list of 285 flood-related projects from communities across the State of Texas. The Board also determined how much funding would be available to these projects in the form of a grant and in the form of a low-interest loan.

On September 1, 2021, the City of Socorro was invited to submit a full application to the TWDB FIF according to the grant and loan amounts approved by the TWDB Board on the prioritization list. The TWDB Board has approved financial support for the Sparks Arroyo Drainage Project in the form of a grant for \$3,433,281 and a zero-interest loan of \$6,665,000. The total project cost is \$11,097,885.

### **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept):** TBD

**Funding Source:** Special Revenue Fund / Debt Service Fund

**Amount:** \$6,665,000 zero-interest loan

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

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

### **ALTERNATIVE**

**NOT APPROVE** – City Council will NOT adopt a resolution adopting a resolution approving the application filing with the Texas Water Development Board requesting financial assistance for the Sparks Arroyo Drainage Project. The total project cost is \$11,097,885.

### **STAFF RECOMMENDATION**

**APPROVE** – City Council will adopt a resolution approving the application filing with the Texas Water Development Board requesting financial assistance for the Sparks Arroyo Drainage Project. The total project cost is \$11,097,885.

### **REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_

2. CFO \_\_\_\_\_ Date \_\_\_\_\_

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



**Alejandro Garcia**  
District 2  
  
**Rudy Cruz Jr.**  
District 3  
  
**Yvonne Colon - Villalobos**  
District 4  
  
**Adriana Rodarte**  
City Manager

## **RESOLUTION 680**

### **Application Filing and Authorized Representative Resolution**

A RESOLUTION by the of the City of Socorro, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE OF THE City Council of the City of Socorro, Texas:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$10,097,855 to provide for the costs of the Sparks Arroyo Drainage Project.

SECTION 2: That the Mayor of the City of Socorro be and is hereby designated the authorized representative of the City of Socorro, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Socorro, Texas, before any hearing held by the Texas Water Development Board on such application, to wit:

|                    |                                    |
|--------------------|------------------------------------|
| Financial Advisor: | Charles Casiano                    |
| Engineer:          | Jose Reyes, Dannenbaum Engineering |
| Bond Counsel:      | James A. Martinez                  |

PASSED AND APPROVED, this the day of 3<sup>rd</sup> day of March, 2022.

CITY OF SOCORRO

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

ATTEST:

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

# Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.  
Austin, TX 78711-3231, [www.twdb.texas.gov](http://www.twdb.texas.gov)  
Phone (512) 463-7847, Fax (512) 475-2053

February 17, 2022

Mr. Michael Medina  
City Planner  
City of Socorro  
[cityplanner@ci.socorro.tx.us](mailto:cityplanner@ci.socorro.tx.us)

**Re: Flood Infrastructure Fund 2020 Funding Determination  
Sparks Arroyo Drainage Project, Abridged Application No. 13760**

Dear Mr. Medina:

The Texas Water Development Board (TWDB) has received your application for financial assistance from the Flood Infrastructure Fund (FIF) for the project detailed below. Please take a moment to review the information in the table below, as it reflects TWDB staff's understanding of the requested financial assistance and the final FIF amounts under consideration.

This project is eligible for FIF funding in the amounts shown below:

| Project Name                                                                                             | Sparks Arroyo Drainage Project |
|----------------------------------------------------------------------------------------------------------|--------------------------------|
| Abridged Application Number                                                                              | 13760                          |
| Project Number                                                                                           | 40186                          |
| Eligible FIF Category                                                                                    | 2                              |
| Total Project Costs (Original total not including adjustments due to rounding of loan portion)           | \$11,097,885                   |
| Less Federal Funding                                                                                     | \$1,000,000                    |
| Less Other Non-federal Sources, excluding the FIF portion                                                | \$0                            |
| Eligible Total FIF Project Costs (Used for FIF Grant Calculation)                                        | \$10,097,885                   |
| Eligible FIF Grant Percentage applied to Total FIF Project Costs                                         | 34%                            |
| <b>Calculated Eligible FIF Grant Amount</b>                                                              | <b>\$3,433,281</b>             |
| Remainder - (Total FIF Project Costs less FIF Grant Amount) in the form of:                              |                                |
| <b>Eligible FIF 0% Loan</b> (Rounded up to nearest \$1,000)                                              | <b>\$6,665,000</b>             |
| Applicant's Own Funds (in lieu of FIF 0% loan)                                                           | \$0                            |
| Eligible "In-kind" Amount (in lieu of FIF 0% loan)                                                       | \$0                            |
| <b>Summary:</b>                                                                                          |                                |
| Total Eligible Amount Provided from FIF - FIF Grant and FIF 0% Loan (excludes "Own funds" and "In-kind") | \$10,098,281                   |

## Our Mission

Leading the state's efforts in ensuring a secure water future for Texas and its citizens

## Board Members

Brooke T. Paup, Chairwomen | Kathleen Jackson, Board Member

Jeff Walker, Executive Administrator

Mr. Michael Medina  
February 17, 2022  
Page 2

The application is currently under technical review by TWDB staff, which could result in changes to budgeted amounts in the application until the project receives a funding commitment. If the project application does not move forward to commitment within the timeframes prescribed by TWDB, these funds may be allocated to other eligible projects on the prioritization list.

If you have any questions regarding any of the amounts shown in this funding determination, please contact Jeff Taylor at (512) 463-5850 and/or send an email to [FIF@twdb.texas.gov](mailto:FIF@twdb.texas.gov).

The TWDB appreciates your interest in the Flood Infrastructure Fund program and looks forward to working with you to complete this project.

Sincerely,



Mark Wyatt  
Director, Program Administration and Reporting  
Water Supply and Infrastructure

cc: Jeff Taylor, Team 7 Team Manager





(SEAL)



**CITY OF SOCORRO  
CITY COUNCIL MEETING  
Meeting Date: March 3, 2022**

**SUBDIVISION COMBINATION PLAT APPROVAL  
STAFF REPORT**

**SUBJECT:**

**DISCUSSION AND ACTION TO APPROVE PRELIMINARY AND FINAL SUBDIVISION PLATS  
(COMBINATION) FOR VALLE DEL SOL UNIT 8.**

**NAME:** VALLE DEL SOL UNIT 8

**PROPERTY ADDRESS:** North Loop Road & Moon Road

**PROPERTY LEGAL  
DESCRIPTION:** Being Tract 13-A-1, Block 8, Socorro Grant

**PROPERTY OWNER:** Oregon Paso Partners, LP

**REPRESENTATIVE:** Conrad Conde, Conde, Inc.

**PROPERTY AREA:** 5.2 Acres

**CURRENT ZONING:** C-2 (General Commercial)

**CURRENT LAND USE:** Vacant

**FUTURE LAND USE MAP:** Commercial

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0236-B/ FEMA, September 4, 1991)

**SUMMARY OF REQUEST:** Approval of Preliminary and Final Plats. Plat contains one commercial lot. Plat also dedicates 10' of additional ROW along Moon Road.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL.

**BOARD RECOMMENDATION:** PNZ Voted to APPROVE (5-1) on February 15, 2022.

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**Deny**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION \_\_\_\_

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR VALLE DEL SOL UNIT 8 BEING TRACT 13-A-1, BLOCK 8, SOCORRO GRANT, SOCORRO, TEXAS.**

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

That the property being Tract 13-A-1, Block 8, Socorro Grant, Socorro, Texas has been granted a Preliminary Plat and Final Plat Approval as per the Subdivision Ordinance of the City of Socorro, Texas.

**READ, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2022.

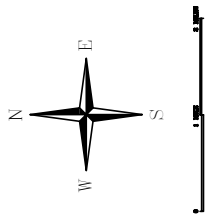
CITY OF SOCORRO, TEXAS

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

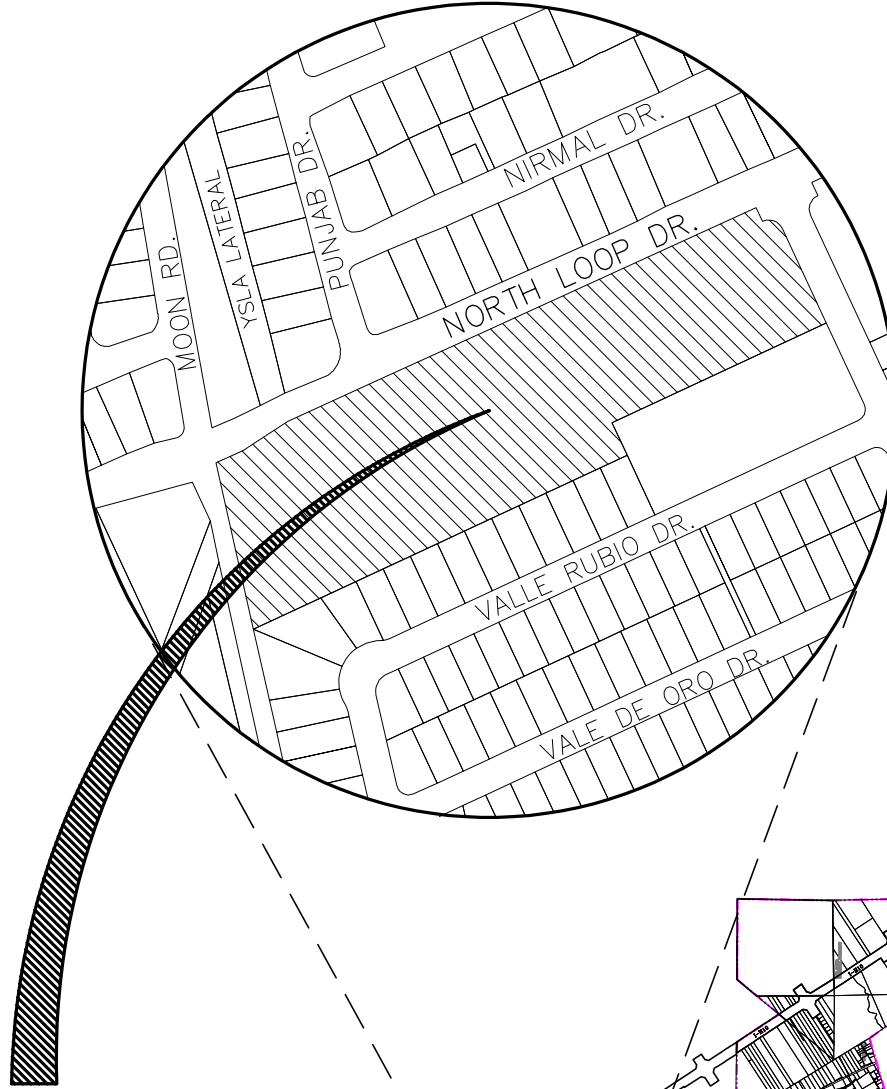
ATTEST:

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

# LOCATION MAP



**PROJECT SITE;**  
 Valle Del Sol U-8  
 Tract 13-A-1,B-8  
 Socorro Grant



CITY OF SOCORRO

## LOCATION MAP

Scale: AS SHOWN

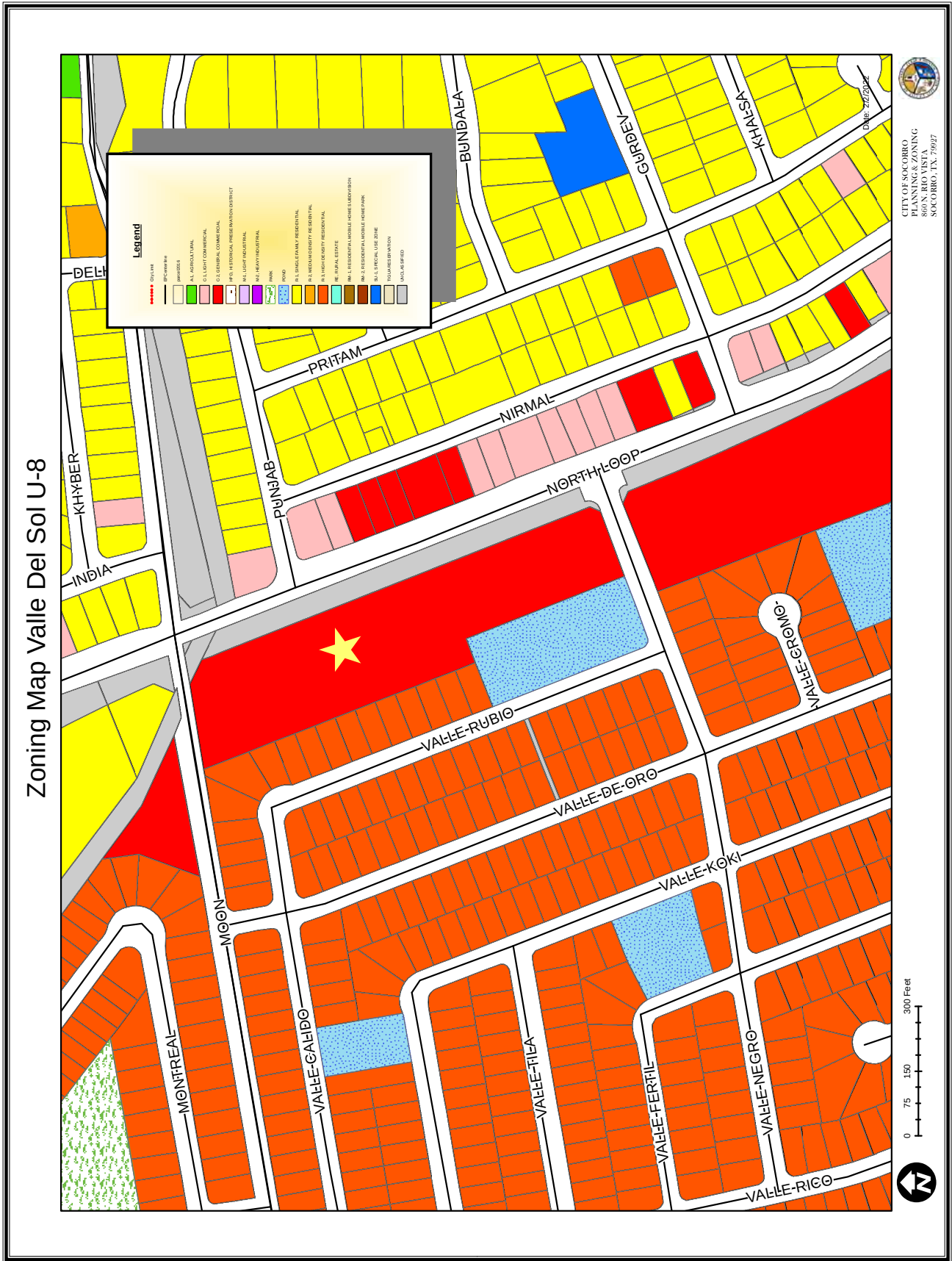


**Planning and Zoning Department**

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



# ZONING MAP



# AERIAL PHOTO





# AERIAL PHOTO





[illegible]

**CONDE INC.**  
ENGINEERING / PLANNING  
OIL / PETROLEUM / GAS  
6660 BUCKLEY BL. STE. 100  
EL PASO, TEXAS 79906  
PHONE: (914) 441-0025







# CITY OF SOCORRO

## CITY COUNCIL

Meeting Date: March 3, 2022

## SUBDIVISION COMBINATION PLAT APPROVAL STAFF REPORT

**SUBJECT:**

**DISCUSSION AND ACTION TO APPROVE RESOLUTION 682 PRELIMINARY AND FINAL SUBDIVISION PLATS (COMBINATION) FOR CAESAR UNIT ONE.**

**NAME:**

**CAESAR UNIT ONE**

**PROPERTY ADDRESS:**

Intersection of Gateway Blvd. East and Nuevo Hueco Tanks

**PROPERTY LEGAL  
DESCRIPTION:**

Situated in the OA Danielson Survey No. 316 and the CD Stewart Survey No. 317, El Paso County, Texas

**PROPERTY OWNER:**

Caesar Investments, LP

**REPRESENTATIVE:**

Alexis Alvarez, TRE & Associates, LLC

**PROPERTY AREA:**

10.2 Acres

**CURRENT ZONING:**

N/A-ETJ

**CURRENT LAND USE:**

Vacant

**FUTURE LAND USE MAP:**

N/A

**FLOOD MAP:**

According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0236-B/ FEMA, September 4, 1991)

**SUMMARY OF REQUEST:**

Preliminary and Final Plat Approval. Plat includes 6 lots and one private pond.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL.

**BOARD RECOMMENDATION:** PNZ voted to APPROVE (6-0) on February 15, 2022

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

**Deny**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION \_\_\_\_

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR CAESAR UNIT ONE SITUATED IN THE O.A. DANIELSON SURVEY NO. 316 AND THE C.D. STEWART SURVEY NO. 317, EL PASO COUNTY, TEXAS.**

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

That the property situated in the O.A. Danielson Survey No. 316 and the C.D. Stewart Survey No. 317, El Paso County, Texas, has been granted a Preliminary Plat and Final Plat Approval as per the Subdivision Ordinance of the City of Socorro, Texas.

**READ, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2022.

CITY OF SOCORRO, TEXAS

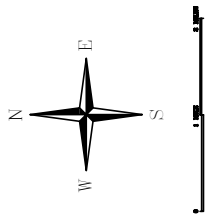
\_\_\_\_\_  
Ivy Avalos, Mayor

ATTEST:

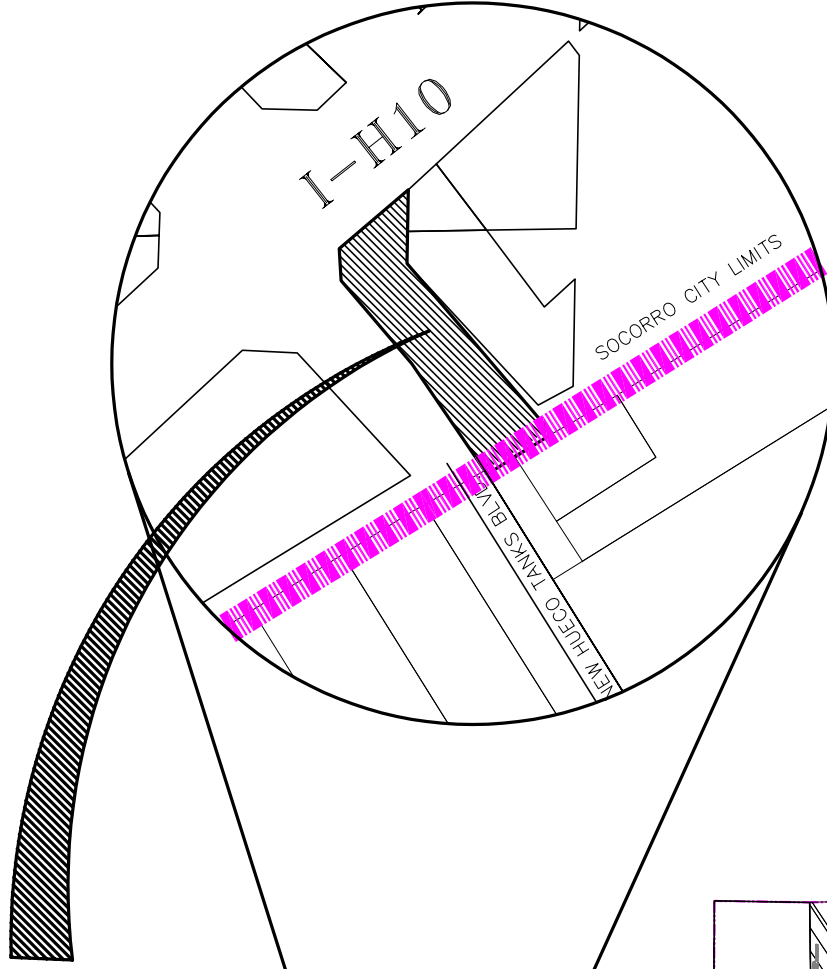
\_\_\_\_\_  
Olivia Navarro, City Clerk



# LOCATION MAP



PROJECT SITE;  
Caesar U-1  
Danielson Surv. No.316 &  
C.D. Stewart Surv. No. 317



CITY OF SOCORRO

## LOCATION MAP

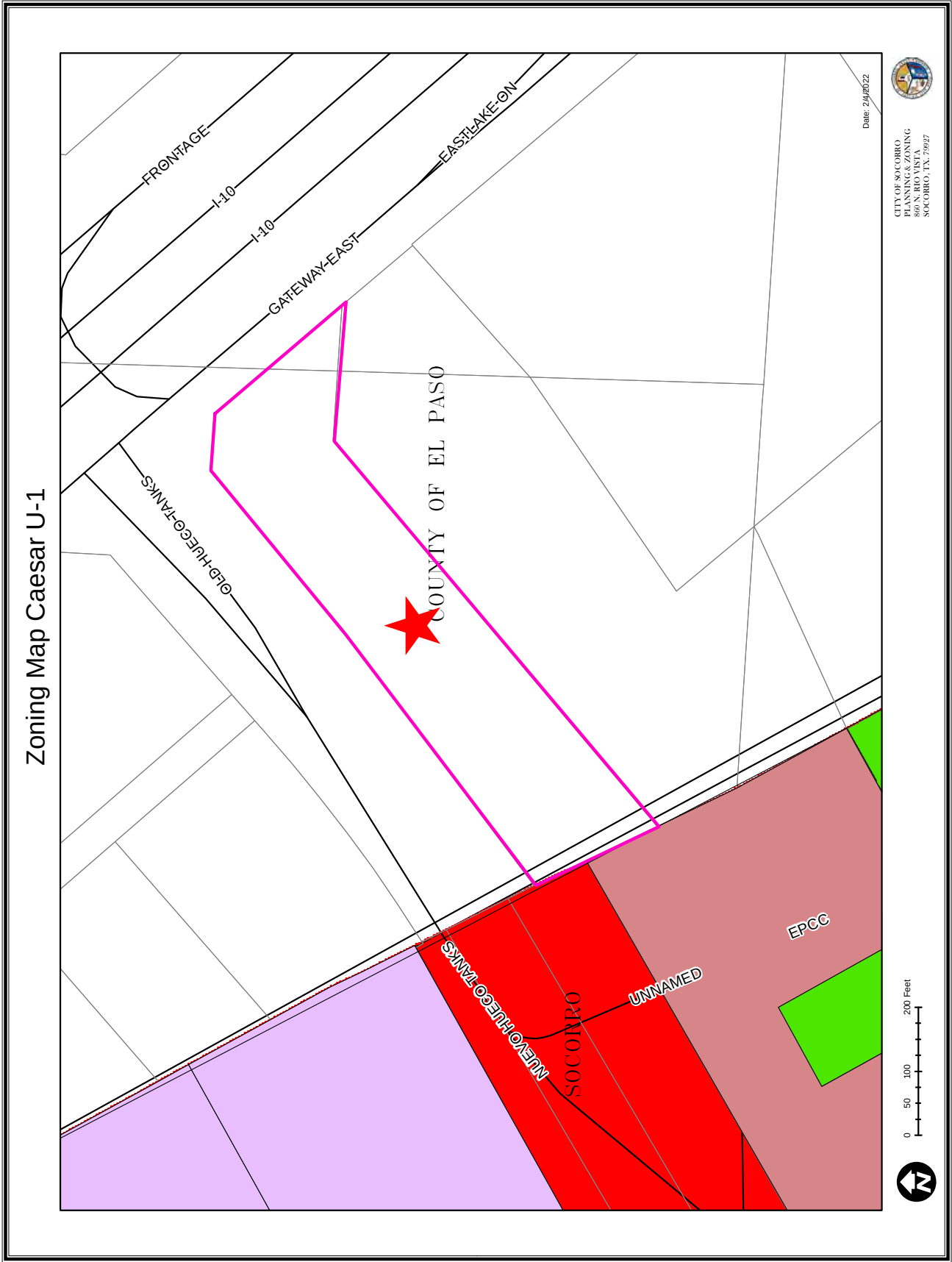
Scale: AS SHOWN



**Planning and Zoning Department**

860 N. Rio Vista Socorro, Texas 79927 Tel: (505) 872-4531 Fax: (505) 872-8673

# ZONING MAP





# AERIAL PHOTO





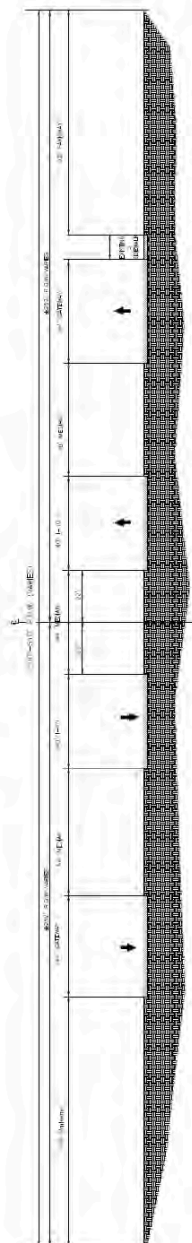




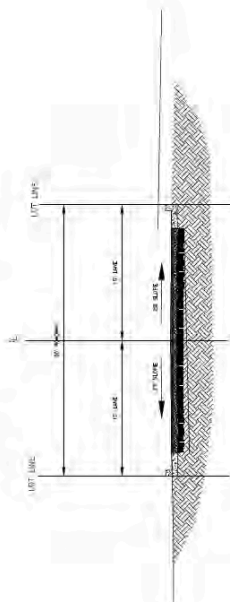
# PRELIMINARY PLAT

## CAESAR UNIT ONE

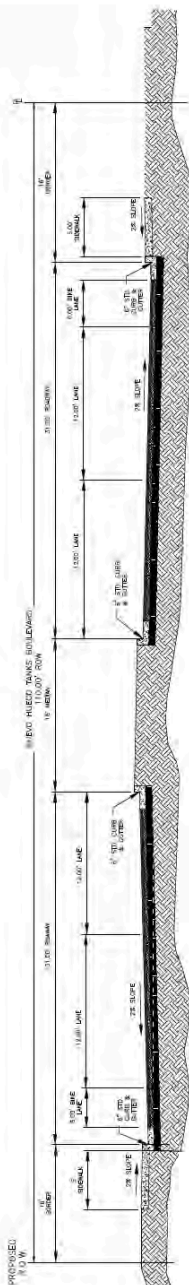
SITUATED IN THE O.A. DANIELSON SURVEY NO. 316, AND THE C.D. STEWART SURVEY NO. 317,  
EL PASO COUNTY, TEXAS. CONTAINING 10.209 ACRES ±



INTERSTATE 10 - MAJOR ARTERIAL  
(EXISTING)  
SCALE: NTS



COMMON ACCESS ROAD  
SCALE: NTS



NUEVO HUECO TANK BLVD  
(EXISTING)  
SCALE: NTS

## PRELIMINARY

TO BE CONSIDERED BY THE  
CITY PLAN COMMISSION  
RECOMMENDATIONS CONCERNING  
THIS PLAN MUST BE FILED BY:



DATE OF PREPARATION: JANUARY 2025

SHEET 2 OF 3



# FINAL PLAT

## CAESAR UNIT ONE

SITUATED IN THE O.A. DANIELSON SURVEY NO. 316, AND THE C.D. STEWART SURVEY NO. 317,  
EL PASO COUNTY, TEXAS. CONTAINING 10.209 ACRES ±

LOCATION OF SUBURBAN WITH RESPECT TO THE  
CENTROGRAPHIC SUBURBAN OF A METROPOLITAN  
AREA. SOURCE: U.S. BUREAU OF ECONOMIC ANALYSIS, 1964.

THE HEADINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE  
MULTI-EMPLOYEE SYSTEM, TEXAS CAPITAL JOINT BOARD (A) H  
THE HEADINGS SHOWN ARE ONLY HEADINGS. THESE COORDINATE  
ESTIMATES FROM REFERENCE POINT TOWNSHIP, MOBILE AND MOBILE  
SCALE FACTOR 0.9937323. ALL DISTANCE SHOWN ARE SURFACE

VERTICAL DATA  
VERTICAL DATA BASED ON BEST AVAILABLE EVIDENCE FROM  
1964A (NOS 40 AND 40B217) (NAD 83 DATUM) AND REFERRED TO  
1964A (NOS 40 AND 40B217) (NAD 83 DATUM) AND REFERRED TO  
1964A (NOS 40 AND 40B217) (NAD 83 DATUM) AND REFERRED TO

THE MONDAY MORNING FOUND ON THE SOUTHWEST BEAK IS  
A LINE OF 10 TO 20 FEET SOUTH OF THE INTERSECTION OF 14 TO AND  
EAST 41ST ST. LEAD, AS HEREIN ON "A".

THE DETERMINATION OF THE QUALITY OF THE WATER IN THE TEXAS STATE FLUORIDE MONITORING PROGRAM IS BASED ON THE FOLLOWING CRITERIA:

DOCUMENT No. \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY THAT WARD AND SONS' SERVICE WILL BE PROVIDED TO  
THE AREA OF THE LOWEY VALE, WARD, DISTRICT OF ACCORDANCE  
WITH THEIR POLICY ON THE LOWEY VALE AND WITH THE POLICY OF THE  
FEDERAL GOVERNMENT. THE SERVICE WILL BE PROVIDED TO THE  
FEDERAL GOVERNMENT, TO THE LOWEY VALE, AND TO THE  
FEDERAL GOVERNMENT, TO THE LOWEY VALE, AND TO THE  
DATE OF THE FINAL SUBMITTAL THAT

THE COUNCIL HAS AGREED TO REVERT FROM THE COUNTY PLANNING AND ZONING COMMISSION TO THE BOARD OF SUPERVISORS FOR THE RE-EVALUATION OF THE CONSTRUCTION OF CERTAIN, OR ANY OTHER, PROJECTS.

[illegible]

THESE RESULTS ARE IN ACCORD WITH THE FINDINGS OF OTHER STUDIES. FOR EXAMPLE, IN A STUDY BY H. J. H. VAN DER LINDEN AND J. H. VAN DER LINDEN (1971), IT WAS FOUND THAT THE CONCENTRATION OF CHLOROPHYLL *a* IN THE LEAVES OF *SPARGANGLUM ANGUSTIFOLIUM* INCREASED WITH INCREASING DEPTH OF THE WATER COLUMN. THIS IS ALSO IN ACCORD WITH THE FINDINGS OF A STUDY BY J. H. VAN DER LINDEN AND J. H. VAN DER LINDEN (1971), WHO FOUND THAT THE CONCENTRATION OF CHLOROPHYLL *a* IN THE LEAVES OF *SPARGANGLUM ANGUSTIFOLIUM* INCREASED WITH INCREASING DEPTH OF THE WATER COLUMN.

1990-1991, 1991-1992, 1992-1993, 1993-1994, 1994-1995, 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 2340-2341, 2341-2342, 2342-2343, 2343-2344, 2344-2345, 2345-2346, 2346-2347, 2347-2348, 2348-2349, 2349-2350, 2350-2351, 2351-2352, 2352-2353, 2353-2354, 2354-2355, 2355-2356, 2356-2357, 2357-2358, 2358-2359, 2359-2360, 2360-2361, 2361-2362, 23

[illegible]

1. *What is the purpose of the book?* The purpose of the book is to provide a comprehensive overview of the current state of research in the field of [topic]. It aims to identify key trends, challenges, and opportunities for future research.

2. *What are the main findings of the book?* The main findings of the book are that [topic] is a rapidly evolving field with significant potential for [benefit]. The book highlights the importance of [key concept] and the need for [action].

3. *What are the limitations of the book?* The limitations of the book are that it is a general overview and does not provide in-depth analysis of specific topics. It also relies on secondary sources and may not reflect the most recent research.

4. *What are the strengths of the book?* The strengths of the book are that it provides a clear and concise overview of the field, identifies key research areas, and offers practical recommendations for future research.

5. *What are the conclusions of the book?* The conclusions of the book are that [topic] is a promising field with significant potential for [benefit]. The book encourages further research and collaboration in the field.

Excluded units  
The attributes shown herein are based on the Texas State Value Worksheet System. It is estimated that approximately 10% of the units in the state are excluded from the system. The excluded units are those units that are not subject to the system.



11111 Adams Park Circle, Suite 200 • 4101 W. Environment Co. Bldg. 1 • Ste. 101  
Austin, Texas 78730  
Office: (512) 355-4200  
Fax: (512) 300-5214  
Toll-free: 1-800-451-1087

**SENIOR**

**ZWA**

**Zamora, LLC**  
Professional Land Surveyors  
P.O. Box 104-000  
Joliet, IL 60431-0000  
Joliet 815-730-0101



DATE OF PREPARATION: JANUARY 2011

HEET &amp; F



# CITY OF SOCORRO

## CITY COUNCIL

Meeting Date: March 3, 2022

### PRESENTATION ON PARKS, OPEN SPACES, AND LANDSCAPING REQUIREMENTS

**SUBJECT:**

PRESENTATION, DISCUSSION, AND ACTION ON PARKS, OPEN SPACES, AND LANDSCAPING REQUIREMENTS AND TO DIRECT STAFF TO REWRITE CITY OF SOCORRO ORDINANCES.

**NAME:**

PARKS, OPEN SPACES, AND LANDSCAPING FOR THE CITY OF SOCORRO

**SUMMARY OF REQUEST:**

Staff is requesting for City Council to provide direction on the issue of parks, open space, and landscaping ordinances in the City of Socorro.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL.

**BOARD RECOMMENDATION:**

PNZ voted to APPROVE (6-0) on February 15, 2022

**FINANCIAL IMPACT**

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

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

**ALTERNATIVE**

Deny

**REQUIRED AUTHORIZATION**

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



**Ivy Avalos**  
Mayor

**Rene Rodriguez**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to negotiate a month-to-month basis agreement with Dannenbaum Engineering Professional Services for General Engineering Services of existing work orders and authorize City manager or her designee to execute month-to-month agreement.**

**SUMMARY**

Engineering Services contract ends in March 2022. Dannenbaum was awarded contract in 2016 extended in 2018 and again in 2020. February 17, 2022, City Council approved to go out to bid for General engineering Services. Since contract ends on March 31, 2022, staff is requesting to negotiate contract on month -to-month basis during the bid selection process.

**STATEMENT OF THE ISSUE**

Contract is ending

**FINANCIAL IMPACT**

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

**Funding Source: CO 2019**

**Amount: depending on project**

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

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

**ALTERNATIVE**

**Decline work order.**

**STAFF RECOMMENDATION**

**Ms. Rodarte recommends approval**

**REQUIRED AUTHORIZATION**

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

CITY OF SOCORRO, TEXAS §

**CONTRACT FOR GENERAL ENGINEERING SERVICES  
SUPPLEMENTAL AGREEMENT No. 2**

**THIS SUPPLEMENTAL AGREEMENT** to the Contract for General Engineering Services is made by and between the City of Socorro, Texas (hereinafter the "City") and Dannenbaum Engineering, Company-El Paso, LLC. (hereinafter the "Engineer"), for the purpose of extending the Contract for Program Management and Engineering services (hereinafter the "Agreement").

The following terms and conditions of the Contract are hereby amended as follows:

**ARTICLE II. AGREEMENT PERIOD.** The termination date is extended from March 20, 2020 to March 31, 2022, to allow Engineer to continue assisting the City of Socorro on the Program Management and General Engineering Services. The schedule to extend services is provided in Attachment F-2, in page 2 of this Supplemental Agreement.

All other Articles, and provisions previously agreed upon are unchanged and remain in full force and effect.

The City and the Engineer have executed this supplemental agreement in duplicate.

**SIGNATORIES**

**IN WITNESS WHEREOF**, the City and the Engineer have executed this Supplemental Agreement in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

CITY

By: 

Name: Ms. Elia Garcia

Title: Mayor, City of Socorro, Texas

City of Socorro, Texas

Date: 3-19-2020

ENGINEER

By: 

Name: Michel Maksoud, P.E.

Title: Vice-President

Dannenbaum Engineering Company – El Paso, LLC.

Date: 03/23/2020

| City of Socorro Indefinite Delivery Engineering Services                                                                                                                                                                                                  |            |          |          |      |      |      |      |      |      |      |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------|------|------|------|------|------|------|------|------|
| Task Description                                                                                                                                                                                                                                          | Start Date | End Date | Duration |      |      |      |      |      |      |      |      |
|                                                                                                                                                                                                                                                           |            |          |          | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| Indefinite Delivery Engineering Services                                                                                                                                                                                                                  | 04/01/16   | 03/31/22 | 72 mos.  |      |      |      |      |      |      |      |      |
| Perform research and data base creation to conduct studies and produce reports to include investigations, drawings, sketches and cost estimates multiple municipal projects and other studies required.                                                   | 04/01/16   | 03/31/22 | 72 mos.  |      |      |      |      |      |      |      |      |
| Perform all the municipal engineering projects per all applicable City Codes and Ordinances, state and federal laws and regulations, as well as ADA compliance, and in close coordination with the Planning and Zoning Department of the City of Socorro. | 04/01/16   | 03/31/22 | 72 mos.  |      |      |      |      |      |      |      |      |
| 2. A. Major Thoroughfare plan                                                                                                                                                                                                                             | 04/01/16   | 06/30/16 | 2 mos.   |      |      |      |      |      |      |      |      |
| Perform all work required for the development of all the municipal projects being in consideration energy efficiency, utility and cost savings utilizing the latest technologies.                                                                         | 04/01/16   | 03/31/22 | 72 mos.  |      |      |      |      |      |      |      |      |
| Availability for meeting and conferences requested by the City for discussion or related to municipal projects.                                                                                                                                           | 04/01/16   | 03/31/22 | 48 mos.  |      |      |      |      |      |      |      |      |
| Atwood - 11182 Boulevard - Schmale (Environmental/Utility Coordination /Relocation & Clearance                                                                                                                                                            | 04/01/20   | 03/31/22 | 24 mos.  |      |      |      |      |      |      |      |      |
| ET Pass County Subdivision Standards Update                                                                                                                                                                                                               | 03/31/20   | 10/31/20 | 8 mos.   |      |      |      |      |      |      |      |      |
| Merriam Street Traffic Extension (P&E 75 to 5000) - PE Phase                                                                                                                                                                                              | 03/31/20   | 03/31/22 | 23 mos.  |      |      |      |      |      |      |      |      |
| San Ysidro & Brown Bridges                                                                                                                                                                                                                                | 03/31/20   | 11/30/21 | 18 mos.  |      |      |      |      |      |      |      |      |
| Greenway Rd. Hike & Bike                                                                                                                                                                                                                                  | 03/31/22   | 03/31/21 | 12 mos.  |      |      |      |      |      |      |      |      |



**Ivy Avalos**  
Mayor

**Ruben reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: At-Large Representative, Ruben Reyes**

**SUBJECT: Discussion and action to direct staff to research the installation of solar streetlights from a third-party vendor.**

**SUMMARY**

Municipal solar streetlights are helping state and local governments find smart ways to address climate change, resilience, and safety.

Helps towns and cities strengthen their infrastructure, making them less reliant on the grid. Solar lighting is powered by 100% renewable energy. It's an effective lighting on roads, in parks and in parking lots. Municipalities with solar lighting are more resilient to natural disasters, too. When the grid goes out, our lights stay on.

Solar lighting can provide cost-effective lighting for safety and quality of life in hard-to-reach areas. All without sacrificing their commitment to the environment.

We'll help you provide lighting that meets Senate Bill 898 requirements or your local lighting requirements.

**STATEMENT OF THE ISSUE**

**Same as above**

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large/Mayor ProTem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**DATE** February 23, 2022

**TO:** Mayor and Council

**FROM:** Ruben Reyes At Large Representative

**SUBJECT:** Discussion and action to approve the appointment of Al Borrego to the Historical Landmark Commission Place 5.

**SUMMARY**

**Mr. Borrego is from the City of Socorro and feels the history of this are is very important. He feels he would be an asset a to the community with his experience and would be honored and proud to serve Socorro.**

**BACKGROUND**

He is currently on  
El Paso County Mission Trail Historical Landmark Commission  
San Elizario Historical Landmark Commission  
Camino real de Tierra Adentro Municipal Commission

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**NO APPROVE**

**STAFF RECOMMENDATION**



## CITY OF SOCORRO

### BOARDS AND COMMISSIONS APPLICATION

Please rank in numeric order only the Boards and Commissions you wish to serve on:

- \_\_\_ Board of Adjustment
- \_\_\_ Civil Service Commission
- \_\_\_ Ethics Commission
- X** Historical Landmark Commission
- \_\_\_ Planning & Zoning Commission
- \_\_\_ Building and Standards Commission

#### Application Instructions

1. Please print or type answers to all questions. Write N/A if not applicable.
2. Application packet consists of:
  - Completed application form
  - Essay questions (for each board or commission being applies for)
  - Personal resume
3. Forward the completed Application Packet to:  
City Clerk, City of Socorro, 123 S. Horizon, Socorro, Texas 79927

#### APPLICANT INFORMATION

1. Last Name: **Borrego** First: **Al** M.I. \_\_\_\_\_  
2. Street Address: **1** Apt/Unit #: \_\_\_\_\_  
City: **San Elizario** State: **TX** ZIP: **79849**  
Mailing Address (If different): \_\_\_\_\_

3. Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

4. E-Mail Address: **ab@alborrego.com**

5. Do you currently reside in Socorro? ☐ YES ☒ NO

6. Are you currently serving on a board or commission? ☐ YES ☒ NO

If yes, which one?

7. Have you ever serve on a board or commission? ☐ YES ☒ NO

If yes, list name of board or commission and term(s) of office:

Board/Commission Name: \_\_\_\_\_

Term: \_\_\_\_\_

Board/Commission Name: \_\_\_\_\_

Term: \_\_\_\_\_

Board/Commission Name: \_\_\_\_\_

Term: \_\_\_\_\_

8. Do you understand the term length and attendance policy for the position you have applied for?

☒ YES ☐ NO

9. Do you understand the importance of attendance at all regular meetings of the boards or commission you have applied for and the importance of completion of the term?

☒ YES ☐ NO

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

A handwritten signature in blue ink, appearing to read "Al Borrego".

Date: **2/23/2022**





**CITY OF SOCORRO**

**BOARDS AND COMMISSIONS APPLICATION**

**ESSAY QUESTIONS**

Name of Board or Commission applying for: Historical Landmark Commission

1. Have you ever attended a meeting of this board or commission? ☐ YES ☒ NO

2. Why do you want to serve on this board or commission?

The history of our area is very important to me and I am actively involved in the preservation of our regional history, culture, and heritage. I am originally from Socorro and attended Socorro schools. My family lives in Socorro to this day. I feel I will be an asset to the community, with my experience and knowledge. I would be honored and proud to serve the community of Socorro.

3. What are your qualifications/skills or education that you will bring to this board or commission?

Currently on:

El Paso County Mission Trail Historical Landmark Commission  
San Elizario Historical Landmark Commission  
Camino Real de Tierra Adentro Municipal Landmark Commission  
Cemetery, Outreach, & Landmark Committees of the El Paso County Historical Commission

President, Cultural Heritage Society of the Camino Real de Tierra Adentro [501(c)(3)]  
President, San Elizario Historic District Association  
Sociedad Cultural de España

Formerly on:

El Paso County Historical Commission (3- terms)  
El Paso Mission Trail Association (VP)  
San Elizario Genealogy & Historical Society (President-7yrs)

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

Date: 2/23/2022

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large1 / Mayor Pro -  
Tem

**Cesar Nevarez**  
District



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**February 23, 2022**

**TO: Mayor and City Council Members**

**FROM: District 1 Representative, Cesar Nevarez**

**SUBJECT: *Discussion and action*** to review and assess the petition from residents of Eastlake Valley regarding the condition of property located at or near Nuevo Hueco Tanks Blvd, Judge Coldwell St, Blue Valley Street and Canary Valley Street.

**SUMMARY**

Please see attached petition

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount: N/A**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

**N/A**

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. Finance Director \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

**ITEM 30**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large1 / Mayor Pro -  
Tem

**Cesar Nevarez**  
District



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**February 23, 2022**

**TO: Mayor and City Council Members**

**FROM: District 1 Representative, Cesar Nevarez**

**SUBJECT: Discussion and action on approving City Manager's evaluation.**

**SUMMARY**

City Managers contract attached stipulates That the City Council shall provide a written evaluation of the City Manager every (6) six months.

On February 4, 2021, evaluation form was approved by City Council. (Please see attached)

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount: N/A**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**



N/A

**REQUIRED AUTHORIZATION**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_
2. Finance Director \_\_\_\_\_ Date \_\_\_\_\_
3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

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## CITY MANAGER EMPLOYMENT AGREEMENT

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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 forty-eight (48) months, beginning on January 7, 2021 and ending on January 7, 2025, 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 equal to 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 equal to 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.

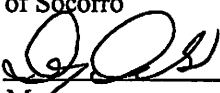
I have read this Agreement and agree to abide by its terms and conditions:

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

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

1/8/2021

City of Socorro

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

Date signed: 1-8-2021



## CITY MANAGER PERFORMANCE EVALUATION

### ASSISTING COUNCIL WITH ITS POLICY-MAKING ROLE

City of Socorro Council and Mayor will provide City Manager with a score for every question. If score shall be lower than three, Council will provide the reason for the low score and a statement on how this issue can be resolved. At the end of every question there is a comment section to provide City Manager with recommendations, concerns, and constructive criticism. Evaluation will be conducted every 6 months by every Council member including the Mayor (no exceptions). City Manager performance evaluation will also provide City Manager with short- and long-term goals provided by Council.

#### A. Providing Information:

**Weak**

**Strong**

1. Does the City Manager keep you informed in a timely manner of the things you want to know about?

1            2            3            4            5

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2. Do you feel that you receive information on an equal basis with other Council Members?

1            2            3            4            5

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|                                                                                           |   |   |   |   |   |
|-------------------------------------------------------------------------------------------|---|---|---|---|---|
| 3. Do reports provide adequate information and analysis to help you make sound decisions? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                       |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                                 |   |   |   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 5. Does the City Manager regularly consult with the Mayor before setting the agenda to determine appropriate topics and timing? | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                          |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                 |   |   |   |   |   |
|-----------------------------------------------------------------|---|---|---|---|---|
| 7. Are Council packets relatively free of errors and omissions? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------|---|---|---|---|---|

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**B. Providing Advice**

**Weak**

**Strong**

|                                                                        |   |   |   |   |   |
|------------------------------------------------------------------------|---|---|---|---|---|
| 1. Does the City Manager have adequate knowledge of municipal affairs? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------|---|---|---|---|---|

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|                                         |   |   |   |   |   |
|-----------------------------------------|---|---|---|---|---|
| 2. Does he/she exercise good judgement? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------|---|---|---|---|---|

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|                                                                                       |   |   |   |   |   |
|---------------------------------------------------------------------------------------|---|---|---|---|---|
| 3. Do you feel the City Manager considers alternatives before making recommendations? | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                          |   |   |   |   |   |
|------------------------------------------------------------------------------------------|---|---|---|---|---|
| 4. Does the City Manager plan ahead, anticipate needs, and recognize potential problems? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                 |   |   |   |   |   |
|---------------------------------------------------------------------------------|---|---|---|---|---|
| 5. How do you feel about the quality analysis that accompanies recommendations? | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                          |   |   |   |   |   |
|------------------------------------------------------------------------------------------|---|---|---|---|---|
| 6. Does he/she have a good sense of timing in bringing issues to the Council for action? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------------------------|---|---|---|---|---|

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**INTERNAL ADMINISTRATION**

**A. Financial Management**

**Weak**

**Strong**

|                                                                                      |   |   |   |   |   |
|--------------------------------------------------------------------------------------|---|---|---|---|---|
| 1. Are you comfortable with the City Managers approach to budget preparation review? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                             |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                          |   |   |   |   |   |
|--------------------------------------------------------------------------|---|---|---|---|---|
| 3. Does the City Manager have sufficient knowledge of financial matters? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                  |   |   |   |   |   |
|------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 4. Does the City Manager provide you with sufficient information on the financial status of the city government? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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5. Is the budget submitted on time?                      1                      2                      3                      4                      5

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**B. Personnel Management**

**Weak**

**Strong**

1. Is the City Manger successful in guiding people so that they work together as a team toward common objectives?                      1                      2                      3                      4                      5

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2. Is the City Manager effective in selecting and placing personnel?                      1                      2                      3                      4                      5

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|                                                                                                                             |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                    |   |   |   |   |   |
|----------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 4. Is the City Manager willing to face up to disciplinary problems and take action when warranted? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                     |   |   |   |   |   |
|-------------------------------------------------------------------------------------|---|---|---|---|---|
| 5. Is the City Manager effective in prompting positive employer-employee relations? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                                                          |   |   |   |   |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 6. Does the City Manager respond to Council suggestions on employee training, work priorities, and productivity? Are the decisions explained to Council? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                  |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 7. Is the City Manager effective on assuring that staff makes a positive impression on citizens? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                        |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 8. Does the City Manager ensure that every City Employee receives a written annual performance review? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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**C. Getting the Job Done**

**Weak**

**Strong**

1. Do you have the feeling that things the Council decides or directs get done?

1            2            3            4            5

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2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?

1            2            3            4            5

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3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?

1            2            3            4            5

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|                                                                                             |   |   |   |   |   |
|---------------------------------------------------------------------------------------------|---|---|---|---|---|
| 4. Does the City Manager put in sufficient time and effort to perform to your expectations? | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                            |   |   |   |   |   |
|------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 5. Does the City Manager have a good sense of priorities in the way he/she spends his/her time on the job? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                           |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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- |                                                                                  |   |   |   |   |   |
|----------------------------------------------------------------------------------|---|---|---|---|---|
| 7. Does the City Manager develop and carry out short and long-term action plans? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------------------------------------|---|---|---|---|---|

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## EXTERNAL RELATIONS

### A. Citizen Relations

**Weak**

**Strong**

- |                                                                                                               |   |   |   |   |   |
|---------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 1. Does the City Manager generally make a positive impression on citizens and is respected in Socorro, Texas? | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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- |                                                                               |   |   |   |   |   |
|-------------------------------------------------------------------------------|---|---|---|---|---|
| 2. Is he/she effective in handling disputes or complaints involving citizens? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------|---|---|---|---|---|

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3. Does the City Manager have appropriate visibility or identity in the community?

1

2

3

4

5

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4. Does the City Manager represent Council positions and policies accurately and effectively?

1

2

3

4

5

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5. Does the City Manager give sufficient credit to Council?

1

2

3

4

5

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- |                                                                                                                                                            |   |   |   |   |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 6. Does the City Manager think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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**B. Intergovernmental Relations**

**Weak**

**Strong**

- |                                                                                                    |   |   |   |   |   |
|----------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 1. Is the City Manager effective representing the City's interests in dealing with other agencies? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------------------------------------------------------|---|---|---|---|---|

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- |                                                                                                                    |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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## PERSONAL CHARACTERISTICS

### A. Personality

**Weak**

**Strong**

1. Is the City Manager's personality suited to effective performance of his/her duties?

1

2

3

4

5

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### B. Communications

**Weak**

**Strong**

1. Is the City Manager easy to talk to?

1

2

3

4

5

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2. Do you feel he/she is a good listener?

1

2

3

4

5

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|                                                            |   |   |   |   |   |
|------------------------------------------------------------|---|---|---|---|---|
| 3. Are communications thoughtful, clear, and to the point? | 1 | 2 | 3 | 4 | 5 |
|------------------------------------------------------------|---|---|---|---|---|

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|                                                                      |   |   |   |   |   |
|----------------------------------------------------------------------|---|---|---|---|---|
| 4. Does the City Manager show sensitivity to the concerns of others? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------------------------|---|---|---|---|---|

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**C. Management Style**

**Weak**

**Strong**

|                                                                                            |   |   |   |   |   |
|--------------------------------------------------------------------------------------------|---|---|---|---|---|
| 1. Does the City Manager demonstrate interest and enthusiasm in performing his/her duties? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                   |   |   |   |   |   |
|-------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 2. Does he/she have sufficient leadership characteristics to command respect and good performance from employees? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                                   |   |   |   |   |   |
|-------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                      |   |   |   |   |   |
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| 4. Is the City Manager open to new ideas and suggestions for change? | 1 | 2 | 3 | 4 | 5 |
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|                                                                                                  |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 5. Does the City Manager create an atmosphere in which employees can enjoy working for the City? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------------------------------------------------------------|---|---|---|---|---|

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|--------------------------------------------|---|---|---|---|---|
| 6. Is the City Manager honest and ethical? | 1 | 2 | 3 | 4 | 5 |
|--------------------------------------------|---|---|---|---|---|

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|                                                    |   |   |   |   |   |
|----------------------------------------------------|---|---|---|---|---|
| 7. Does the City Manager work well under pressure? | 1 | 2 | 3 | 4 | 5 |
|----------------------------------------------------|---|---|---|---|---|

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|                                                                               |   |   |   |   |   |
|-------------------------------------------------------------------------------|---|---|---|---|---|
| 8. Is the City Manager able to change his/her approach to fit new situations? | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------------------------------------|---|---|---|---|---|

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|                                                                                                           |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 9. Can the City Manager consistently put aside personal views and implement Council policy and direction? | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------------------------------------------------------------------------------|---|---|---|---|---|

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**ACHIEVEMENTS**

List the top achievements or strong points of the City Manager for the past six (6) months. Including any performance goals that were accomplished during this time period.

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**FUTURE DEVELOPEMENT**

List performance goals for the City Manager that you feel are the most important targets.  
These goals can be short term within next evaluation, or within this year. (specify goal term)

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|                | Weak |   |   | Strong |   |
|----------------|------|---|---|--------|---|
| OVERALL RATING | 1    | 2 | 3 | 4      | 5 |
|                |      |   |   |        |   |
|                |      |   |   |        |   |
|                |      |   |   |        |   |
|                |      |   |   |        |   |
|                |      |   |   |        |   |

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Date

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 2 Representative, Alejandro Garcia**

**SUBJECT: Discussion and action** to adopt Resolution 683 recognizing and supporting Special Olympics Texas Area 19 for their contributions to this community.

**SUMMARY**

That this Council, and on behalf of the Administration and citizens of Socorro Texas, hereby support Special Olympics Texas Area 19 for their continuous involvement and presence in the community as we help them continue their work towards an inclusive world.

Special Olympics Texas Area 19 (SOTX) is an organization committed to providing opportunities for individuals with intellectual disabilities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon Villalobos**  
District 4

## RESOLUTION 683

Be it Resolved by the Council of the City of Socorro, That

**WHEREAS**, Special Olympics Texas Area 19 (SOTX) is an organization committed to providing opportunities for individuals with intellectual disabilities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship; and

**WHEREAS**, SOTX started **June 1963** - Eunice Kennedy Shriver starts a summer day camp for children and adults with intellectual disabilities at her home in Maryland to explore their capabilities in a variety of sports and physical activities; and

**WHEREAS**, the City of Socorro is fully committed to support SOTX Area 19 vision, mission with their contributions they make to our community; and

**WHEREAS**, the City of Socorro encourages residents of our community to support this cause to bringing people with and without intellectual disabilities together; and

**WHEREAS**, the City of Socorro will recognize the contributions to this community by supporting SOTX Area 19 on March 3, 2022.

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

**Section I.** That this Council, and on behalf of the Administration and citizens of Socorro Texas, hereby support Special Olympics Texas Area 19 for their continuous involvement and presence in the community as we help them continue their work towards an inclusive world.

**Section II.** That this resolution shall be entered upon the permanent record of the City of Socorro, and a certified copy hereof shall be present to Special Olympics Texas Area 19.

**Section III.** That this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 3<sup>rd</sup> day of March 2022.

THE CITY OF SOCORRO

ATTEST:

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

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

For us, 2019 has been about bringing people with and without intellectual disabilities together. As we look to 2020, help us continue our work towards building an inclusive world.

**ITEM 32**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 2 Representative, Alejandro Garcia**

**SUBJECT: Discussion and action** to adopt Resolution 684 recognizing and supporting Public School Week February 21<sup>st</sup> through to 25<sup>th</sup> 2022.

**SUMMARY**

That this Council, and on behalf of the Administration and citizens of Socorro Texas, hereby during Public Schools Week, national education groups representing teachers, principals, superintendents, parents, civil rights and disability advocates, and religious organizations highlight the importance of our public schools and the positive difference they make in shaping the future of our country. Public schools are open to every child – regardless of ability, wealth, country of origin, or needs, and by supporting public school systems we strengthen our country.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

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



**Alejandro Garcia**  
District 2  
  
**Rudy Cruz Jr.**  
District 3  
  
**Yvonne Colon Villalobos**  
District 4

## RESOLUTION 684

Be it Resolved by the Council of the City of Socorro, That

**WHEREAS**, this year Public Schools Week is February 21 to 25, and it serves as a time to celebrate the achievements of our public schools and honor the significant contributions and accomplishments of students, parents, educators, and education advocates.

**WHEREAS**, the existence of a strong, effective system of free public education for all children is essential to our democratic system of government; and

**WHEREAS**, a commitment to quality education requires involvement with and support of educators, parents, students, and the general public; and

**WHEREAS**, educators should be accorded high public esteem, reflecting the value that the community places on public education; now therefore be it

**WHEREAS**, that the City of Socorro increase its commitment to, involvement in, and support of public education; and be it further

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

**Section I.** That this Council, and on behalf of the Administration and citizens of Socorro Texas, hereby during Public Schools Week, national education groups representing teachers, principals, superintendents, parents, civil rights and disability advocates, and religious organizations highlight the importance of our public schools and the positive difference they make in shaping the future of our country. Public schools are open to every child – regardless of ability, wealth, country of origin, or needs, and by supporting public school systems we strengthen our country.

**Section II.** That this resolution shall become effective immediately upon its passage.

ASSESSED AND APPROVED this 3<sup>rd</sup> day of March 2022.

THE CITY OF SOCORRO

ATTEST:

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

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

**ITEM 33**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: CITY COUNCIL MEMBERS**

**FROM: Mayor, Ivy Avalos**

**SUBJECT: *Discussion and action*** to consider adoption of a written charge stating the basis for removal of Board of Adjustment, Jasmin Mendoza and direct city attorney to prepare the written charge.

**SUMMARY**

Jasmin Mendoza has only attended the July 29, 2021, meeting. I understand that Ms. Mendoza may have difficulty attending these meetings because of her current employment status. I do not foresee her being able to attend consistently. Therefore, I would like to remove her.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount:**

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

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

**ALTERNATIVE**



N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 25, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 3 Representative, Rudy Cruz Jr.**

**SUBJECT: Discussion and action** to adopt Resolution 685 recognizing El Charlatan Ramen-Ya y Taqueria for their featured in @ Texas Monthly's 21<sup>st</sup> edition.

**SUMMARY**

Texas Monthly gets a taste of all the buzz after naming Socorro's El Charlatan one of the best places for a bowl of ramen in all of Texas. Texas Monthly just unveiled its annual 'Where to Eat and Drink Now' feature, and it's named El Charlatan as one the best places...

Reference: <https://www.newsbreak.com/news/2517178653960/texas-monthly-lists-el-charlatan-s-ramen-as-best-in-tx-for-2022>

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large / Mayor Pro-Tem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon Villalobos**  
District 4

## **RESOLUTION 685**

Be it Resolved by the Council of the City of Socorro, That

**WHEREAS**, the City of Socorro is celebrating and recognizing El Charlatan Ramen-Ya y Taqueria located in Socorro, Texas housed inside Hacienda Apodaca in Socorro's Art District hub along the historic Mission Trail, has been featured in @ Texas Monthly's 21<sup>st</sup> edition of where to eat; and

**WHEREAS**, the City of Socorro recognizes owner Executive Chef Enrique Lozano and his excellent staff for offering an enticing menu; and

**WHEREAS**, the City of Socorro in celebrating our local small businesses and contributions they make to our community; and

**WHEREAS**, the City of Socorro encourages residents of our community, and communities across the region and nation to support our small businesses; and

**WHEREAS**, the City of Socorro will recognize the contributions to this community by honoring El Charlatan Ramen-Ya y Taqueria on March 3, 2022.

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

**Section I.** That this Council, and on behalf of the Administration and citizens of Socorro Texas, hereby recognized El Charlatan Ramen-Ya y Taqueria for their continuous involvement and presence in the community.

**Section II.** That this resolution shall be entered upon the permanent record of the City of Socorro, and a certified copy hereof shall be present to El Charlatan Ramen-Ya y Taqueria.

**Section III.** That this resolution shall become effective immediately upon its passage.

**Be it finally resolved** that this resolution be submitted to the El Paso County State Legislative Delegation, other interested parties, and pertinent State of Texas elected officials.

PASSED AND APPROVED this 3<sup>rd</sup> day of March 2022.

THE CITY OF SOCORRO

ATTEST:

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

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

**ITEM 35**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large/Mayor ProTem

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**DATE February 23, 2022**

**TO: Mayor and council**

**FROM: Rudy Cruz, Representative District 3**

**SUBJECT:**

**Discussion and action to approve the appointment of Juan Baquera to the Planning and Zoning Place 3.**

**SUMMARY**

**BACKGROUND**

**Mr. Baquera would like to service on this commission to help our growing city and learn what PZ does. He is attending school to become a civil engineer and he is in the business of building houses along side his family**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

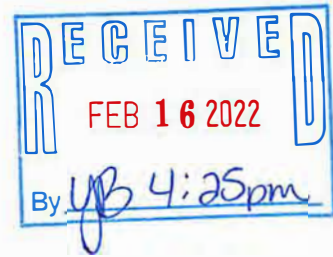
**NO APPROVE**

**STAFF RECOMMENDATION**





CITY OF SOCORRO



BOARDS AND COMMISSIONS APPLICATION

Please rank in numeric order only the Boards and Commissions you wish to serve on:

- ☐ Board of Adjustment  
☐ Civil Service Commission  
☐ Ethics Commission  
☐ Historical Landmark Commission  
☒ Planning & Zoning Commission  
☐ Building and Standards Commission

**Application Instructions**

- Please print or type answers to all questions. Write N/A if not applicable.
- Application package consists of:
  - Completed application form
  - Essay questions
- Forward the completed Application Package to: City Clerk, City of Socorro, 124 S. Horizon, Socorro, Texas 79927

APPLICANT INFORMATION

|    |                                                                                                                                                                                       |                   |                     |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|
| 1. | Last Name <u>Boquera</u>                                                                                                                                                              | First <u>Juan</u> | M.I. <u>C</u>       |
| 2. | Street Address                                                                                                                                                                        |                   | Apt/Unit #          |
|    | City <u>El Paso</u>                                                                                                                                                                   | State <u>TX</u>   | ZIP <u>79927</u>    |
|    | Mailing Address (if different)                                                                                                                                                        |                   |                     |
| 3. | Home Phone                                                                                                                                                                            | Work Phone        | Cell Phone <u>9</u> |
| 4. | E-mail Address <u>(n)</u>                                                                                                                                                             |                   |                     |
| 5. | Do you currently reside in Socorro? <u>(YES)</u> NO                                                                                                                                   |                   |                     |
| 6. | Are you currently serving on a board or commission? YES <u>(NO)</u>                                                                                                                   |                   |                     |
|    | If yes, which one?                                                                                                                                                                    | Term Expires?     |                     |
| 7. | Have you ever served on a board or commission? YES <u>(NO)</u>                                                                                                                        |                   |                     |
|    | If yes, list name of board or commission and term(s) of office:                                                                                                                       |                   |                     |
|    | Board/Commission Name                                                                                                                                                                 | Term              |                     |
|    | Board/Commission Name                                                                                                                                                                 | Term              |                     |
|    | Board/Commission Name                                                                                                                                                                 | Term              |                     |
| 8. | Do you understand the term length for the position you have applied for and the attendance policy? <u>(YES)</u> NO                                                                    |                   |                     |
| 9. | Do you understand the importance of attendance at all regular meetings of the boards or commission you have applied for and the importance of completion of the term? <u>(YES)</u> NO |                   |                     |

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

Juan Boquera

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

2-1-621



### ESSAY QUESTIONS

Name of Board or Commission applying for:

Planning and Zoning

1. Have you ever attended a meeting of this board or commission? ☒ YES ☐ NO

2. Why do you want to serve on this board or commission?

I would like to serve on this commission to help our growing city and learn about all that the PNZ do.

3. What are your qualifications/skills or education that you will bring to this board or commission?

- I've attended multiple meetings throughout the years, I've met with Carlos Gallinar and worked with him. I'm also studying to become a civil engineer. Lastly, I am in the business of building houses, alongside with my family.

Signature: Anna Ramirez

Date: 2/16/22