

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 21st, DAY OF JULY, 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 THE 21st DAY OF JULY, 2022 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

.....

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

3. Establishment of Quorum

PUBLIC COMMENT

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

PRESENTATIONS

- 5. Presentation** by the Office of the Honorable Commissioner Iliana Holguin regarding Flood Infrastructure Improvements. *Adriana Rodarte*

NOTICE TO THE PUBLIC

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

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

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

CONSENT AGENDA

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

- 6. Excuse** absent council members.

Olivia Navarro

- 7. Approval** of Regular Council Meeting Minutes of July 7, 2022.

Olivia Navarro

8. ***Introduction, First Reading and Calling for a Public Hearing of an Ordinance*** authorizing the issuance of City of Socorro, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022, in the principal amount of \$6,664,000 and awarding the sale of such Certificates of Obligation to the Texas Water Development Board.

Adriana Rodarte

REGULAR AGENDA

PUBLIC HEARING/ORDINANCES

9. ***Public Hearing*** of an ordinance to allow the Rezoning of 471 Huereque Drive, Lot 8, Block 2, Santa Martina Subdivision, City of Socorro, Texas from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for two (2) duplexes.
Carlos Gallinar
10. ***Second Reading and Adoption*** of an ordinance to allow the Rezoning of 471 Huereque Drive, Lot 8, Block 2, Santa Martina Subdivision, City of Socorro, Texas from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for two (2) duplexes.
Carlos Gallinar
11. ***Public Hearing*** of an Ordinance to allow the rezoning of Robert E. Nix Survey No. 302, Robert E. Nix Survey No. 303; Robert E. Nix Survey No. 304, City of Socorro, Texas from Unclassified to IC-MUD (Industrial Commercial-Mixed Use District). ***Carlos Gallinar***
12. ***Second Reading and Adoption*** of an Ordinance to allow the rezoning of Robert E. Nix Survey No. 302, Robert E. Nix Survey No. 303; Robert E. Nix Survey No. 304, City of Socorro, Texas from Unclassified to IC-MUD (Industrial Commercial-Mixed Use District).
Carlos Gallinar
13. ***Public Hearing*** of an Ordinance to amend Chapter 46 Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 Permitted Uses, when required, of The City of Socorro Municipal Code. ***Carlos Gallinar***
14. ***Second Reading and Adoption*** of an Ordinance to amend Chapter 46 Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 Permitted Uses, when required, of The City of Socorro Municipal Code. ***Carlos Gallinar***
15. ***Public Hearing*** of an Ordinance to Amend Chapter 46 Zoning, Article IV. District Regulations, Division 5. High Density Residential District, Section 46-291 Permitted Uses, when required, of The City of Socorro Municipal Code. ***Carlos Gallinar***
16. ***Second Reading and Adoption*** of an Ordinance to Amend Chapter 46 Zoning, Article IV. District Regulations, Division 5. High Density Residential District, Section 46-291 Permitted Uses, when required, of The City of Socorro Municipal Code. ***Carlos Gallinar***

GRANTS DEPARTMENT

- 17. Discussion and action** to enter into a contract with the Texas Historical Commission for the recently awarded FY 2022 Certified Local Government Grant Number TX-22-004.

Alejandra Valadez

- 18. Discussion and action** to ratify Funding Agreement Amendment #2 for the existing Texas Historical Commission Texas Preservation Trust Fund Agreement for Project Number TPTF-20-002-P-0.

Alejandra Valadez

PLANNING AND ZONING

- 19. Discussion and action** to approve Resolution 708 a Preliminary and Final Plat for Campuzano Subdivision, Being All Of Tract 4C1F, Block 3, Socorro Grant, Socorro, Texas and approving the following variances for Lot 1: 1. allow a 40.1' front yard setback for the house and a 41.4' front yard setback for the garage, 2. allow a 1.4' side yard setback for the house, and 3. allow 7.5' side yard setback for the garage.

Carlos Gallinar

- 20. Discussion and action** to approve amendments to The City Of Socorro's Neighborhood Traffic Management Program.

Carlos Gallinar

CITY MANAGER

- 21. Discussion and action** to approve the Legislative Agenda for the 88th State Legislative Session.

Adriana Rodarte

MAYOR AND COUNCIL

- 22. Discussion and action** to approve the appointment of Dr. Elizabeth Ponce-Lugo to the Historical Landmark Commission Place 6.

Mayor Ivy Avalos

- 23. Discussion and action** to approve Mayor, Council and/or staff to attend Texas Municipal League (TML) Region IV Quarterly Meeting in Fort Stockton, Texas on August 5th, 2022.

Mayor Ivy Avalos

- 24. Update** from staff regarding Incentivizing Board and Commission Members.

Yvonne Colon-Villalobos

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:

25. 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


26. 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

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

28. Discussion and action regarding Texas Gas Service Annual Gas Reliability Infrastructure Program ("GRIP") Application for Annual Interim Rate Adjustment - RRC #00008972. Matter No. 22-1008-189 [551.071]
James A. Martinez

29. Adjourn

DATED THIS 18TH DAY OF JULY, 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 18TH OF JULY, 2022

By: 

Olivia Navarro, City Clerk

Agenda posted: 7-18-2022 @ 1:48
Removed: _____ Time: _____ by: _____

Flood Infrastructure Improvements



ILIANA
HOLGUIN
Your
COUNTY COMMISSIONER PCT. 3

Overview



Project #
40134



Project #
40181

Project Number

40 134

Stream 13.5 Basin (HAC7)



Purpose

Flooding and sedimentation issues in the area have prompted emergent need for flood risk management. There is risk to residences and agricultural land.

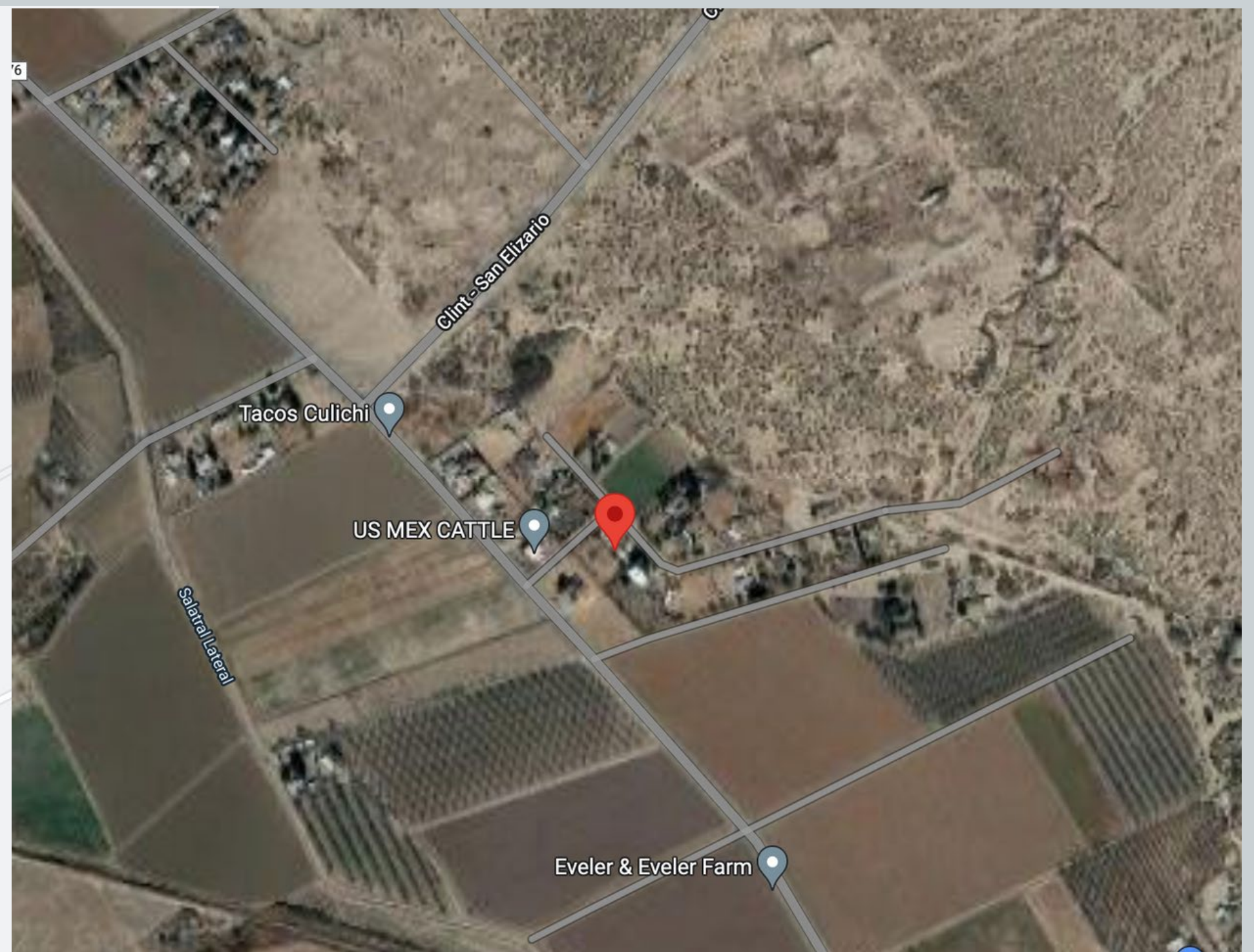
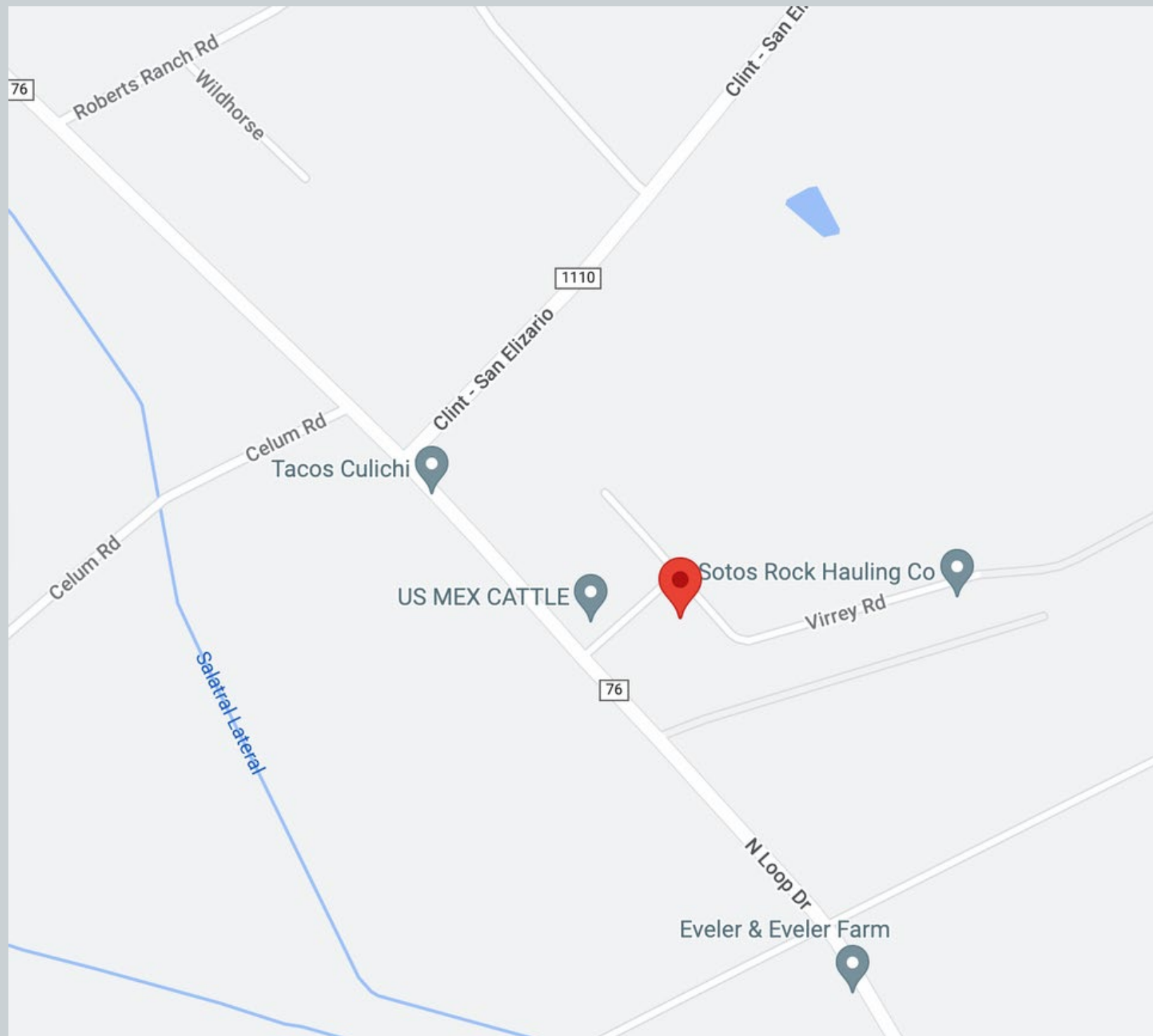
It will provide:

- 2 detention basins
- Structures to reduce erosion
- embankment for flood and sediment poll storage



Source: TWDB

Location



Hacienda Real area

Source: TWDB



Schedule

Task	Scheduled Date
Closing	June 10, 2021
End of Planning Phase	May 1, 2022
Design Phase	April 1, 2023
Start of Construction	July 1, 2023
Construction Completion	July 1, 2024

Source: TWDB



Project Number

40181

Sparks Arroyo A1-A3 (SSA1)



Purpose

Flooding and sedimentation issues in the area have prompted emergent need for flood risk management. There is risk to residences.

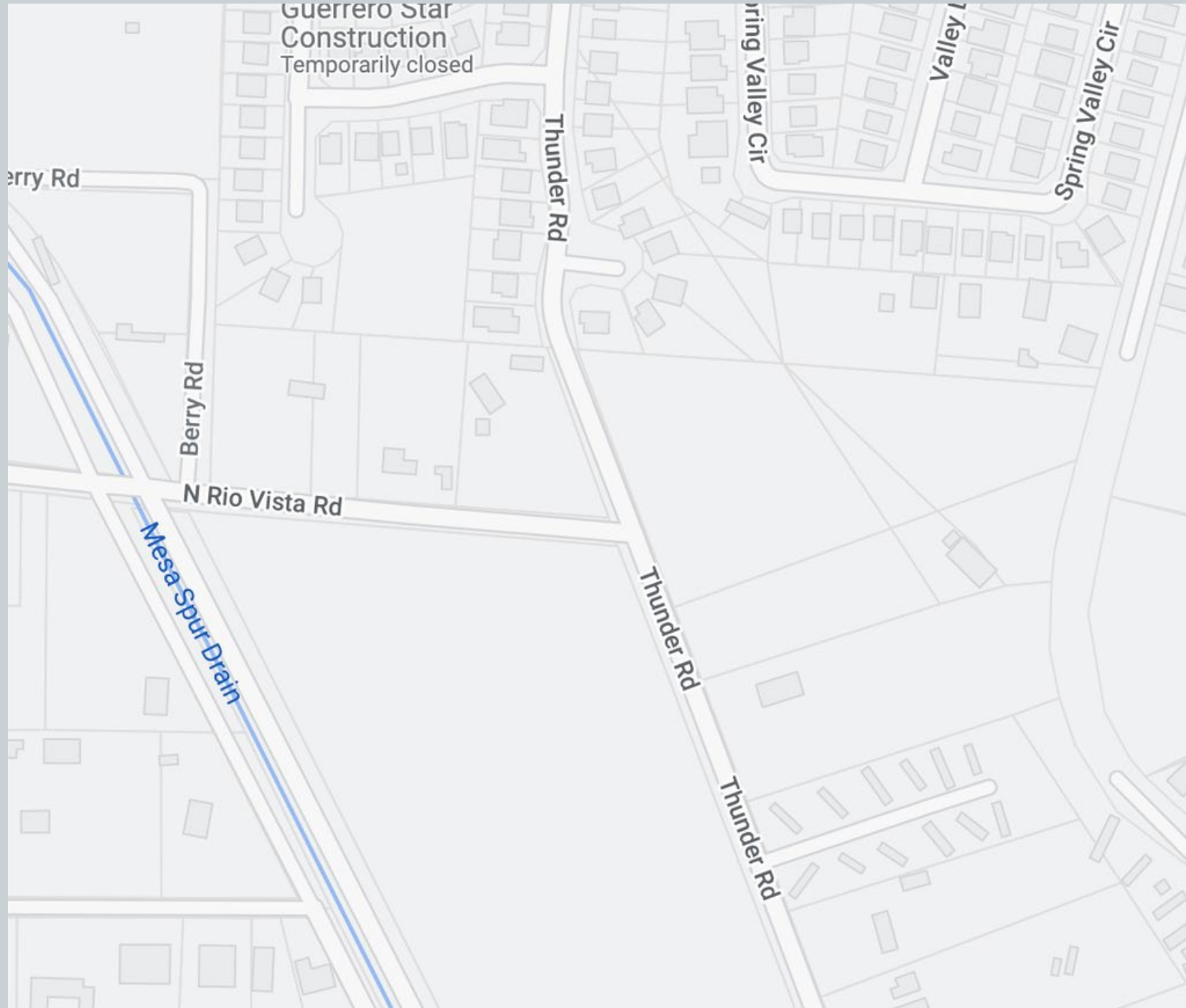
It will provide:

- detention basin
- embankment



Source: TWDB

Location



Sparks Arroyo

Source: TWDB

Schedule

Task	Scheduled Date
Closing	May 15, 2022
End of Planning Phase	August 15, 2022
Design Phase	August 1, 2023
Start of Construction	December 12, 2023
Construction Completion	December 12, 2024

Source: TWDB



Texas Water Development Board

PROJECT FUNDING REQUEST

BOARD DATE: April 22, 2021

PRESENTED BY: Shubham Aggarwal

ACTION REQUESTED

Approve by resolution a request from the EL Paso County for \$3,210,000 in financial assistance consisting of \$1,605,000 in financing and \$1,605,000 in grant from the Flood Infrastructure Fund for planning, acquisition, design, and construction of a detention ponds and channel improvements project.

STAFF RECOMMENDATION

☒ Approve ☐ No Action

PROJECT NAME AND NUMBER

Stream 13.5 Basin (HAC7), Project Number 40134.

BACKGROUND

Passed by the 86th Texas Legislature and approved by voters through a constitutional amendment, the Flood Infrastructure Fund (FIF) was created to provide funding for flood mitigation projects. The purpose of the FIF, as outlined in Senate Bill 7 is to assist in financing drainage, flood mitigation, and flood control projects. FIF projects presented for consideration have been scored and ranked using prioritization criteria outlined in 31 Texas Administrative Code § 363.404 and further specified in the Flood Intended Use Plan. The prioritized list of projects was approved by the Board on September 17, 2020.

El Paso County (County) is located in the Chihuahua Desert in far west Texas. The County's total population is approximately 839,238. The project will serve the Hacienda Real area, which has a population of approximately 189 and is located in the southeastern part of the County, between an elevated mesa area and the flat Rio Grande Valley. Large flows originating on the upstream mesa are conveyed downstream via natural arroyos before reaching the flat agricultural valley. Runoff from undeveloped areas along the mesa enter the upper tributaries of the watershed that converge to form Stream 13.5. As flows travel through the steepest part of the watershed, they reach significant velocities and carry large amounts of sediment. Approximately 1,800 feet upstream of Northloop Drive, Stream 13.5 becomes undefined, with no clear outfall to the Mesa Drain. As flows spread out, they cause shallow flooding and sediment deposition, posing a flood risk to residences in the area and agricultural land comprised largely of high-value pecan orchards.

The components of the proposed project are the findings and estimates from the El Paso County Stormwater Master Plan (SMP), adopted March 1st, 2021. This plan was funded by the Texas Water Development Board (TWDB), the County, and El Paso Water Utilities (EPWU), with the contract administered by EPWU.

COMMITMENT PERIOD: SIX (6) MONTHS TO EXPIRE OCTOBER 31, 2021

PROJECT NEED AND DESCRIPTION

The County has experienced frequent flooding and sedimentation issues in the Hacienda Real area. The uncontrolled flows from undeveloped areas along the mesa in the upstream portion of the watershed pose a flood risk to residences and agricultural land. Drainage improvements are needed to mitigate flood risk and debris flow.

The proposed project includes construction of two detention basins (A and B) along Stream 13.5. Basin B will be upstream of Basin A. The project also includes controlled inlet structures to reduce erosion, an outlet structure to discharge flows exceeding a 100-year rain event in Basin B, and embankment for flood and sediment pool storage to reduce deposition in the downstream channels and floodplains in Basin A. The project will provide flood and sediment control benefits for approximately 63 residences, 346 acres of agricultural land, and 4 roadway crossings.

PROJECT SCHEDULE

Task	Schedule Date
Closing	June 10, 2021
Engineering Feasibility Report Completion (End of Planning Phase)	May 1, 2022
Design Phase	April 1, 2023
Start of Construction	July 1, 2023
Construction Completion	July 1, 2024

KEY ISSUES

The County's project is eligible under Category 2 of the 2020 Flood Intended Use Plan. This category of funding was designed for planning, design, and construction activities to implement flood mitigation projects. Category 2 projects are eligible to receive up to 70 percent in grant funding. Recipients of financial assistance may either use their own available funds or borrow FIF funds at zero percent for any portion of the required local share not provided through FIF grant funds.

The County qualified for a \$1,605,000 grant under the FIF equal to 50 percent of a total project cost of \$3,210,000. In addition, the FIF will provide \$1,605,000 in financing and the City of El Paso will contribute an additional \$2,780,000 in cash.

LEGAL

Special Conditions

- Executed Grant Agreement
- Affidavit of technical requirements
- Demonstration of local funds
- Executed services agreements

Attachments:

1. Financial Review
2. Project Budget
3. Resolution (21-)
4. Location Map

Financial Review

El Paso County

Risk Score: 2A

Key Indicators

Indicator	Result	Benchmark
Population Growth, Average Annual 2010-2019	County: 0.53%	State: 1.24%
Top 10 Taxpayers as % Total AV	5%	<15%
Median Household Income as % of State	75%	100%
Days of Cash on Hand (3-year Average)	126 days	30-149 days
Fund Balance as a Percent of Revenues	32%	2-12.5%
Debt Service Coverage Ratio	1.0x	1.0x
Debt-to-Operating Revenues	0.54x	4.00-5.99x
Unemployment Rate (December)	County: 8.0%	State: 7.1%
Working Capital Ratio	9.7	> 1.0

Key Risk Score Strengths

- Pledged revenues are derived from an ad valorem tax of properties of the County and surplus revenues of the County's parking garage facility. The County intends to use tax revenues to repay the proposed debt and is projected to need less than a \$0.01 tax rate increase in 2022 to meet coverage.
- A high working capital ratio provides the County with ample resources to cover short-term liabilities and shows a strong liquidity position.
- Debt-to-operating revenues ratio is well below the benchmark due to the County's high ad valorem tax revenues supporting all outstanding debt indicating the County has excess debt capacity.
- A strong fund balance ratio indicates strong fiscal management by the County.

Key Risk Score Concerns

- Median household income is lower than the state; however, the County has a large tax base that provides strong ad valorem tax revenues.

PLEDGE

Legal Pledge Name	Ad valorem taxes and surplus parking garage facility revenues
Type of Pledge	<input type="checkbox"/> Tax <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Tax & Revenue <input type="checkbox"/> Contract <input type="checkbox"/> Other
Revenue Pledge Level	<input type="checkbox"/> First <input type="checkbox"/> Second <input checked="" type="checkbox"/> Third <input type="checkbox"/> N/A

TAXES

	2020 Tax Year Rate	Max Projected Tax Rate (2022)	Maximum Allowable Rate	3-Year Avg Current Tax Collections	Assessed Valuation
Maintenance & Operation	\$0.4503	\$0.4503	\$1.50	98%	\$44,824,041,989
Interest & Sinking	\$0.0387	\$0.0448			
Total Tax Rate	\$0.4890	\$0.4951			

Cost Savings

Based on a 30-year maturity schedule and current interest rates, the County could save approximately \$627,223 over the life of the financing. The County is also saving \$1,605,000 in grant funding.

Texas Water Development Board

Project Data Summary

Responsible Authority	El Paso County
Program	FLOOD
Commitment Number	G1001306, L1001305
Project Number	40134
List Year	2020
Type of Pledge	Combo Tax and Revenue
Pledge Level (if applicable)	N/A
Legal Description	\$1,605,000 Grant Agreement, \$1,605,000 El Paso County, Texas Combination Tax & Surplus Revenues of the County's Parking Garage Facility Certificates of Obligation, Proposed Taxable Series 2021
Tax-exempt or Taxable	Taxable
Refinance	No
Outlay Requirement	Yes
Disbursement Method	Escrow
Outlay Type	Outlay = Escrow Release
Qualifies as Disadvantaged	No
Financial Managerial & Technical Complete	N/A
Phases Funded	Planning, Acquisition, Design, and Construction
Pre-Design	Yes
Project Consistent with State Water Plan	N/A
Water Conservation Plan	N/A
Overall Risk Score	2A

Mireya Loewe

Connie Lopez

Shubham Aggarwal

Sara Sopczynski

Breann Hunter

\$1,605,000 El Paso County, Texas Combination Tax & Surplus Revenues of the County's Parking Garage Facility Certificates of Obligation, Proposed Taxable Series 2021

Source: FBI

ate: 0.00%

2020

Use: Tax

Fee: \$0

ate: N/A

Total Assessed Valuation: \$44,827

\$44,824,041,989

Dated Date:
Delivery Date:

6/10/2021
6/10/2021

First Principal:
Last Principal:

3/15/2022
3/15/2051

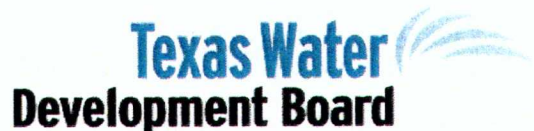
Fiscal Year End:

0.1

FISCAL YEAR	PROJECTED TAX RATE	TAX REVENUES WITH COLL. @ 98%	PROJECTED NET SYSTEM REVENUES	PROJECTED TOTAL REVENUES	CURRENT DEBT	\$1,605,000 ISSUE				COVERAGE	
					SERVICE	PRINCIPAL PAYMENT	INTEREST	INTEREST RATE	INTEREST PAYMENT	TOTAL DEBT	TOTAL SERVICE
2022	\$0.0448	\$19,661,286	\$0	\$19,661,286	\$173,688,863	\$173,688,863	\$1,605,000	-	\$0	\$1,605,000	\$175,293,863
2023	\$0.0358	15,745,688	\$0	15,745,688	15,690,688	15,690,688	55,000	0.00%	-	55,000	15,745,688
2024	\$0.0368	16,182,941	\$0	16,182,941	16,127,941	16,127,941	55,000	0.00%	-	55,000	16,182,941
2025	\$0.0368	16,173,029	\$0	16,173,029	16,118,029	16,118,029	55,000	0.00%	-	55,000	16,173,029
2026	\$0.0368	16,149,004	\$0	16,149,004	16,094,004	16,094,004	55,000	0.00%	-	55,000	16,149,004
2027	\$0.0340	14,933,406	\$0	14,933,406	14,878,406	14,878,406	55,000	0.00%	-	55,000	14,933,406
2028	\$0.0339	14,872,056	\$0	14,872,056	14,817,056	14,817,056	55,000	0.00%	-	55,000	14,872,056
2029	\$0.0338	14,865,750	\$0	14,865,750	14,810,750	14,810,750	55,000	0.00%	-	55,000	14,865,750
2030	\$0.0340	14,914,169	\$0	14,914,169	14,859,169	14,859,169	55,000	0.00%	-	55,000	14,914,169
2031	\$0.0338	14,846,203	\$0	14,846,203	14,791,203	14,791,203	55,000	0.00%	-	55,000	14,846,203
2032	\$0.0339	14,897,276	\$0	14,897,276	14,842,276	14,842,276	55,000	0.00%	-	55,000	14,897,276
2033	\$0.0003	111,105	\$0	111,105	56,105	56,105	55,000	0.00%	-	55,000	111,105
2034	\$0.0003	111,293	\$0	111,293	56,293	56,293	55,000	0.00%	-	55,000	111,293
2035	\$0.0003	110,468	\$0	110,468	55,468	55,468	55,000	0.00%	-	55,000	110,468
2036	\$0.0003	110,696	\$0	110,696	55,696	55,696	55,000	0.00%	-	55,000	110,696
2037	\$0.0003	110,764	\$0	110,764	55,764	55,764	55,000	0.00%	-	55,000	110,764
2038	\$0.0003	110,870	\$0	110,870	55,870	55,870	55,000	0.00%	-	55,000	110,870
2039	\$0.0003	110,949	\$0	110,949	55,949	55,949	55,000	0.00%	-	55,000	110,949
2040	\$0.0003	111,056	\$0	111,056	56,056	56,056	55,000	0.00%	-	55,000	111,056
2041	\$0.0003	111,024	\$0	111,024	56,024	56,024	55,000	0.00%	-	55,000	111,024
2042	\$0.0003	110,034	\$0	110,034	55,034	55,034	55,000	0.00%	-	55,000	110,034
2043	\$0.0003	110,030	\$0	110,030	55,030	55,030	55,000	0.00%	-	55,000	110,030
2044	\$0.0003	110,044	\$0	110,044	55,044	55,044	55,000	0.00%	-	55,000	110,044
2045	\$0.0003	109,941	\$0	109,941	54,941	54,941	55,000	0.00%	-	55,000	109,941
2046	\$0.0003	109,855	\$0	109,855	54,855	54,855	55,000	0.00%	-	55,000	109,855
2047	\$0.0002	109,741	\$0	109,741	54,741	54,741	55,000	0.00%	-	55,000	109,741
2048	\$0.0002	109,633	\$0	109,633	54,633	54,633	55,000	0.00%	-	55,000	109,633
2049	\$0.0003	110,417	\$0	110,417	55,417	55,417	55,000	0.00%	-	55,000	110,417
2050	\$0.0003	110,194	\$0	110,194	55,194	55,194	55,000	0.00%	-	55,000	110,194
2051	\$0.0001	64,943	\$0	64,943	54,943	54,943	10,000	0.00%	-	10,000	64,943

AVERAGE (MATURITY) LIFE	14.86 YEARS
NET INTEREST RATE	0.000%
COST SAVINGS	\$ 2,859,446
AVERAGE ANNUAL REQUIREMENT	\$5,843,129

Chapters 363, 371, 375, or 384, as applicable. The TWDB does not function as a financial advisor to anyone in connection with this financing. The information contained in this document is used by TWDB staff to analyze the application for financing is illustrative only and does not constitute any guaranty of future rates. The TWDB makes no claim regarding the applicability of the information at closing, at which time actual rates will be set.



Project Budget Summary
El Paso County
40134 - Stream 13.5 Basin (HAC7)

Budget Items	TWDB Funds	Local and Other Funds	Total
Construction			
Construction	\$1,710,945.00	\$1,881,811.00	\$3,592,756.00
Subtotal for Construction	\$1,710,945.00	\$1,881,811.00	\$3,592,756.00
Basic Engineering Services			
Construction Engineering	\$283,600.00	\$0.00	\$283,600.00
Design	\$550,000.00	\$0.00	\$550,000.00
Planning	\$35,000.00	\$0.00	\$35,000.00
Subtotal for Basic Engineering Services	\$868,600.00	\$0.00	\$868,600.00
Special Services			
Environmental	\$50,000.00	\$0.00	\$50,000.00
Geotechnical	\$70,000.00	\$0.00	\$70,000.00
Inspection	\$205,000.00	\$0.00	\$205,000.00
O&M Manual	\$25,000.00	\$0.00	\$25,000.00
Permits	\$35,000.00	\$0.00	\$35,000.00
Project Management (by engineer)	\$60,000.00	\$0.00	\$60,000.00
Surveying	\$75,000.00	\$0.00	\$75,000.00
Testing	\$60,000.00	\$0.00	\$60,000.00
Subtotal for Special Services	\$580,000.00	\$0.00	\$580,000.00
Fiscal Services			
Bond Counsel	\$20,500.00	\$0.00	\$20,500.00
Financial Advisor	\$20,000.00	\$0.00	\$20,000.00
Issuance Costs	\$4,500.00	\$0.00	\$4,500.00
Subtotal for Fiscal Services	\$45,000.00	\$0.00	\$45,000.00
Other			
Land/Easements Acquisition	\$5,455.00	\$0.00	\$5,455.00
Subtotal for Other	\$5,455.00	\$0.00	\$5,455.00
Contingency			
Contingency	\$0.00	\$898,189.00	\$898,189.00
Subtotal for Contingency	\$0.00	\$898,189.00	\$898,189.00
Total	\$3,210,000.00	\$2,780,000.00	\$5,990,000.00

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$3,210,000 TO THE EL PASO COUNTY
FROM THE FLOOD INFRASTRUCTURE FUND
THROUGH THE PROPOSED PURCHASE OF
\$1,605,000 EL PASO COUNTY, TEXAS COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION, PROPOSED TAXABLE SERIES 2021
AND
THE EXECUTION OF A GRANT AGREEMENT IN THE AMOUNT OF \$1,605,000

(21 -)

WHEREAS, the El Paso County (County), Texas, has filed an application for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I, to finance planning, acquisition, design, and construction of a flood project, identified as Project No. 40134; and

WHEREAS, the County seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$3,210,000 through the TWDB's proposed purchase of \$1,605,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2021 (together with all authorizing documents (Obligations)) and \$1,605,000 through execution of a Grant Agreement, all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the County has offered a pledge of ad valorem tax proceeds as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP);
2. the County has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2);
3. that in its opinion the taxes or revenues pledged by the County will be sufficient to meet all Obligations assumed by the County in accordance with Texas Water Code § 15.536(3);
4. that the County is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP;

5. that the County has demonstrated that the benefit-cost ratio of the Project meets the requirements of the FIUP;
6. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP;
7. that the County has demonstrated that the application meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project;
8. that the Project was developed using the best and most recent available data, in accordance with the FIUP;
9. that the County has documented that it has planned for operations and maintenance costs associated with the Project, in accordance with the FIUP; and
10. that the County has considered possible floodwater capture techniques that could be associated with the Project for water supply purposes, in accordance with the FIUP.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to El Paso County for financial assistance in the amount of \$3,210,000 from the Flood Infrastructure Fund, to be evidenced by the TWDB's proposed purchase of \$1,605,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2021 and execution of a Grant Agreement in the amount of \$1,605,000. This commitment will expire on October 31, 2021.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the County has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the County;
3. this commitment is contingent upon the County's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time

to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;

4. the County shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the County will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the County must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
7. the Obligations must provide that the County will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;
8. the Obligations must contain a provision requiring the County to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
9. the Obligations must include a provision wherein the County, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the County's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the County's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the County is an obligated person with respect to such bonds under SEC Rule 15c2-12;
10. the Obligations must contain a provision requiring the County to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;
11. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;

12. the Obligations must include a provision requiring the County to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;
13. the Grant Agreement must include a provision stating that the County shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;
14. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
15. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
16. financial assistance proceeds shall not be used by the County when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the County agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the County, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
17. the Obligations must contain a provision stating that the County shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
18. the Obligations must contain a provision requiring the County to submit quarterly status reports on the progress of the project that details information requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the project;
19. the Obligations shall include a special covenant prohibiting the County from encumbering, pledging, or otherwise impairing the revenues of the System in any

manner with respect to the payment of any Obligations or with respect to any liability, except for the payment of the following: (1) maintenance and operating expenses payable within the current fiscal year with current revenues; and (2) additional debt, and that the County shall in no way encumber, pledge, or otherwise impair its title to the land used by or for the System or any interests therein, including improvements and facilities of the System, without prior TWDB approval;

20. the Obligations shall be on parity with any existing obligations that are secured with the same pledge of security as the proposed Obligations;
21. if the County has existing revenue obligations with the same pledge of security as the proposed Obligations that will remain outstanding after the term of any financial assistance made by the TWDB pursuant to this commitment, the Obligations must contain a provision providing that the lien or liens securing the Obligations issued to the TWDB shall be at least on a parity with lien or liens securing such outstanding obligations;
22. the Obligations must contain a provision that provides as follows:
 - a. if system revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund; or
 - b. if surplus revenues are based upon budgeted amounts:
 - i. the Obligations must include a requirement that the County transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Obligations until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Obligations; further, that the ordinance authorizing the issuance of the Obligations must include a requirement that the County shall not transfer any funds from the County's pledged system revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Obligations for the then-current fiscal year has been deposited in the Interest and Sinking Fund;

- ii. the Obligations must include a requirement that for each year the Obligations are outstanding, and prior to the time taxes are to be levied for such year, the County shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient surplus pledged revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Obligations; and
- iii. the Obligations must include a requirement that the County shall at all times maintain and collect sufficient rates and charges so that after payment of the costs of operating and maintaining the project, it produces revenues in an amount not less than 1.10 times debt service requirements of all outstanding Obligations of the County and other obligations of the County that are secured in whole or in part by the pledged revenues, for which the County is budgeting the repayment of such Obligations, or the County shall provide documentation that evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of debt service requirements;

Conditions to Close or for Release of Funds:

- 23. prior to closing, the County shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
- 24. prior to release of funds for the relevant services, and if required under the TWDB's financial assistance program and if not previously provided with the application, the County shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
- 25. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the County shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

26. prior to closing, the County's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the County when rendering this opinion; and
27. prior to release of funds for construction, the County must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements, and rights-of-way have been completed, or that the County has the legal authority necessary to complete the acquisitions.

PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

28. prior to closing, the County shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator;
29. prior to release of funds for construction, the County shall submit an affidavit attesting that the technical requirements for the proposed flood project have been completed and compared against any other potential flood projects in the same area;
30. prior to release of funds for each Project phase or portion of a Project phase, the County must deposit into the County's construction account the County's share of funds, based on the Board-approved grant percentage, necessary to complete the upcoming phase(s) or portion of the phase of the Project, as approved by the Executive Administrator.;
31. prior to closing, the County shall submit executed services agreement, fee structure, and task order in a form and substance acceptable to the Executive Administrator.

APPROVED and ordered of record this, the 22nd day of April, 2021.

TEXAS WATER DEVELOPMENT BOARD

Peter M. Lake, Chairman

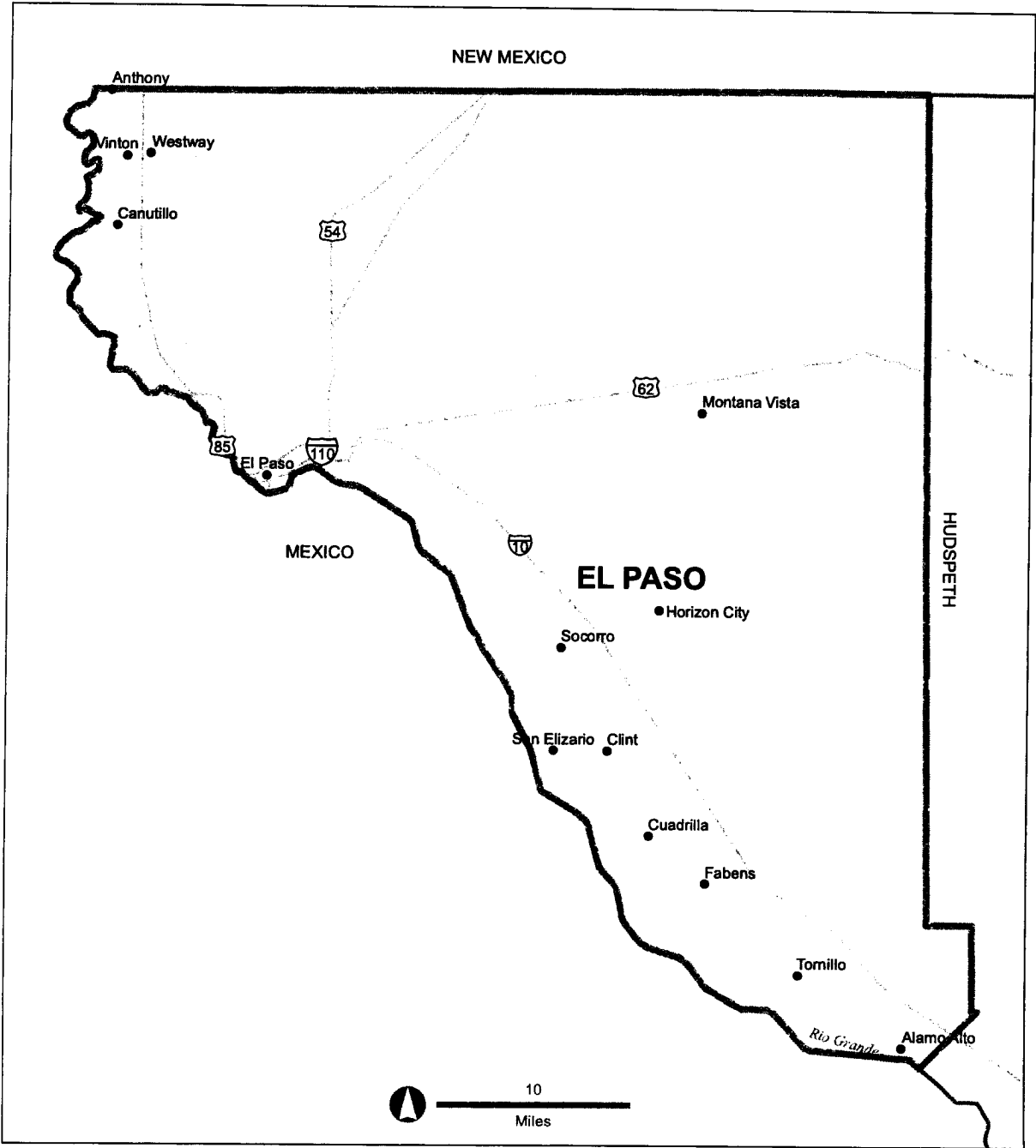
DATE SIGNED: _____

ATTEST:

Jeff Walker, Executive Administrator



El Paso County



Texas Water Development Board

PROJECT FUNDING REQUEST

BOARD DATE: January 6, 2022

PRESENTED BY: Jeff Taylor

ACTION REQUESTED

Approve by resolution a request from El Paso County for \$34,530,000 in financial assistance consisting of \$20,718,000 in financing and \$13,812,000 in grant from the Flood Infrastructure Fund for planning, acquisition, design, and construction of a flood mitigation project.

STAFF RECOMMENDATION

☒ Approve ☐ No Action

PROJECT NAME AND NUMBER

Sparks Arroyo A1-A3 (SSA1) Project Number 40181

BACKGROUND

Passed by the 86th Texas Legislature and approved by voters through a constitutional amendment, the Flood Infrastructure Fund (FIF) was created to provide funding for flood mitigation projects. The purpose of the FIF, as outlined in Senate Bill 7 is to assist in financing drainage, flood mitigation, and flood control projects. FIF projects presented for consideration have been scored and ranked using prioritization criteria outlined in 31 Texas Administrative Code § 363.404 and further specified in the Flood Intended Use Plan. The prioritized list of projects was approved by the Board on September 17, 2020.

This project will affect a watershed within the City of Socorro within El Paso County that impacts the lives of a population of 4,748 within the Special Flood Hazard Area (SFHA). Additionally, within the SFHA are 28 bridges and crossings, 578 residential structures, 52 commercial/industrial structures, and over 800 acres of agriculture.

PROJECT NEED AND DESCRIPTION

Frequent flooding has occurred for residences and properties in the Sparks Arroyo drainage area within El Paso County (County), approximately 15 miles southeast of the City of El Paso and just northeast of the City of Socorro within the Interstate 10 (I-10) corridor. Residences located downstream of the arroyo, on the south side of I-10, are also at risk due to the uncontrolled volume of flow and sediment deposition within the arroyo. Runoff from development north and west of the arroyo and I-10 enters the upper tributaries of the watershed that converge to form the arroyo. Approximately 1,500 feet downstream on the southern side of I-10, the arroyo becomes undefined with no clear outfall to the Mesa Spur Drain, which runs approximately parallel to I-10. Due to the large volume of the flow from the arroyo and increasing sedimentation, there is the potential to exceed the capacity of the Mesa Spur Drain and flood residences located south of the channel.

COMMITMENT PERIOD: SIX (6) MONTHS TO EXPIRE JULY 31, 2022
--

The County proposes to construct a detention basin at the lower end of Sparks Arroyo, on the south side of I-10 and northeast of the City of Socorro. The proposed basin has two primary purposes: first, to capture sediment being transported down the arroyos and reduce deposition in the downstream channels and floodplains; and, second, to detain the flood flows coming down the arroyos and release them slowly from the detention basin at a rate that will reduce flooding downstream. The proposed embankment for the detention basin is approximately 40 feet tall and requires approximately 300 acre-feet of excavation for flood and sediment pool storage. The proposed outlet structure for the basin consists of a two-foot reinforced concrete pipe. This project will provide flooding benefits to areas served by the El Paso County Water Improvement District as well as parts of the City of Socorro.

PROJECT SCHEDULE

Task	Schedule Date
Closing	May 15, 2022
Engineering Feasibility Report Completion (End of Planning Phase)	August 15, 2022
Design Phase Completion	August 1, 2023
Start of Construction	December 12, 2023
Construction Completion	December 12, 2024

KEY ISSUES

The County's project is eligible under Category 2 of the 2020 Flood Intended Use Plan. This category of funding was designed for planning, acquisition, design, and construction activities to implement flood mitigation projects. Category 2 projects are eligible to receive up to 70 percent in grant funding. Recipients of financial assistance may either use their own available funds or borrow FIF funds at zero percent for any portion of the required local share not provided through FIF grant funds.

The County qualified for a \$13,812,000 grant under the FIF equal to 40 percent of the total project costs. The County intends to pledge ad valorem taxes and surplus revenues from the operation of their parking garage facility. While not a typical revenue pledge, the County has pledged this revenue stream to most of their other certificates of obligation. In practice, the repayment of these obligations and of the proposed debt will come from property taxes.

LEGAL

Special Conditions

- Executed grant agreement

Attachments:

1. Financial Review
2. Project Budget
3. Resolution (22-)
4. Location Map

Financial Review El Paso County

Attachment 1

Risk Score: 2A

Audit Reviewed: FY 2020

Key Indicators

Indicator	Result	Benchmark
Population Growth, Average Annual 2010-2019	County: 0.03%	State: 1.24%
Top 10 Taxpayers % of Total Revenue	5%	10-15%
General Fund Balance as % of Revenues	32%	2.5-12.5%
Days of Cash on Hand (3-year Average)	127 days	30-149 days
Debt Service Coverage Ratio	1.18x	1.0x
Debt-to-Operating Revenues	0.51	4.00-5.99x
Unemployment Rate (October, 2021)	El Paso County: 5.3%	State: 4.8%
Working Capital Ratio	8.3	> 1.0

Key Risk Score Strengths

- Debt-to-operating revenues are below the state benchmark indicating the County is generating sufficient revenues to cover outstanding debts.
- A high working capital ratio of 8.3 provides the County with ample resources to cover short-term liabilities and shows a strong liquidity position.

Key Risk Score Weaknesses

- Unemployment in the County is slightly higher than the State benchmark, however, this is mitigated by the large and diverse tax base.

PLEDGE

Legal Pledge Name	Tax and surplus revenue (parking revenues)
Type of Pledge	<input type="checkbox"/> Tax <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Tax & Revenue <input type="checkbox"/> Contract <input type="checkbox"/> Other
Revenue Pledge Level	<input type="checkbox"/> First <input type="checkbox"/> Second <input checked="" type="checkbox"/> Third <input type="checkbox"/> N/A

TAXES

	2020 Tax Year Rate	Max Projected Tax Rate (2022)	Maximum Allowable Rate	3-Year Avg Current Tax Collections	Assessed Valuation
Maintenance & Operation	\$0.4503	\$0.4503	\$0.80	97.89%	\$51,638,776,929
Interest & Sinking	\$0.0387	\$0.0387			
Total Tax Rate	\$0.4890	\$0.4890			

Cost Savings

Based on a 30-year maturity schedule and current interest rates, the County could save approximately \$9,270,423 over the life of the financing. The County is also saving \$13,812,000 in grant funding.

Responsible Authority	El Paso County
Program	FLOOD
Commitment Number	G1001456, L1001455
Project Number	40181
List Year	2020
Type of Pledge	Combo Tax and Revenue
Pledge Level (if applicable)	Third Lien
Legal Description	\$13,812,000 El Paso County, Texas Grant Agreement, \$20,718,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2022
Tax-exempt or Taxable	Taxable
Refinance	No
Outlay Requirement	Yes
Disbursement Method	Escrow
Outlay Type	Outlay = Escrow Release
Qualifies as Disadvantaged	No
Financial Managerial & Technical Complete	N/A
Phases Funded	Planning, Acquisition, Design, and Construction
Pre-Design	Yes
Project Consistent with State Water Plan	N/A
Water Conservation Plan	N/A
Overall Risk Score	2A

Jeff Taylor

Rand Zeolla

Marcus Snell

Gayla Duaine

Breann Hunter

ISSUE BEING EVALUATED
FOR ILLUSTRATION PURPOSES ONLY

El Paso County
\$20,718,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Proposed Series 2022

Source: FIF
Rate: 0.00%
IUP Year: 2021
Case: Tax and Revenue
Admin. Fee: \$0
Admin. Fee Payment Date: N/A
Total Assessed Valuation: \$51,638,776.929

Dated Date: 5/15/2022
First Interest: 8/15/2022
First Principal: 2/15/2023
Last Principal: 2/15/2052
Fiscal Year End: 09/30
Required Coverage: 1.1

FISCAL YEAR	CURRENT TAX RATE	TAX REVENUES WITH COLL. @ 98%	PROJECTED NET PARKING REVENUES	PROJECTED TOTAL REVENUES	CURRENT DEBT SERVICE	PRINCIPAL PAYMENT	INTEREST PAYMENT	INTEREST RATE	TOTAL PAYMENT	TOTAL DEBT SERVICE	COVERAGE
2022	\$0.039	\$19,584,523	\$597,905	\$20,182,428	\$19,880,918	\$0	-	0.00%	\$0	\$19,880,918	1.02
2023	\$0.039	19,584,523	\$597,905	20,182,428	15,967,570	690,000	0.00%	0.00%	690,000	16,657,570	1.21
2024	\$0.039	19,584,523	\$597,905	20,182,428	16,431,827	690,000	0.00%	0.00%	690,000	17,121,827	1.18
2025	\$0.039	19,584,523	\$597,905	20,182,428	16,439,580	690,000	0.00%	0.00%	690,000	17,129,580	1.18
2026	\$0.039	19,584,523	\$597,905	20,182,428	16,415,555	690,000	0.00%	0.00%	690,000	17,105,555	1.18
2027	\$0.039	19,584,523	\$597,905	20,182,428	15,199,957	690,000	0.00%	0.00%	690,000	15,889,957	1.27
2028	\$0.039	19,584,523	\$597,905	20,182,428	15,138,607	690,000	0.00%	0.00%	690,000	15,828,607	1.28
2029	\$0.039	19,584,523	\$597,905	20,182,428	15,132,302	690,000	0.00%	0.00%	690,000	15,822,302	1.28
2030	\$0.039	19,584,523	\$597,905	20,182,428	15,180,720	690,000	0.00%	0.00%	690,000	15,870,720	1.27
2031	\$0.039	19,584,523	\$597,905	20,182,428	15,112,754	690,000	0.00%	0.00%	690,000	15,802,754	1.28
2032	\$0.039	19,584,523	\$597,905	20,182,428	15,163,827	690,000	0.00%	0.00%	690,000	15,853,827	1.27
2033	\$0.039	19,584,523	\$597,905	20,182,428	377,656	690,000	0.00%	0.00%	690,000	1,067,656	18.90
2034	\$0.039	19,584,523	\$597,905	20,182,428	377,845	690,000	0.00%	0.00%	690,000	1,067,845	18.90
2035	\$0.039	19,584,523	\$597,905	20,182,428	377,020	690,000	0.00%	0.00%	690,000	1,067,020	18.91
2036	\$0.039	19,584,523	\$597,905	20,182,428	377,247	690,000	0.00%	0.00%	690,000	1,067,247	18.91
2037	\$0.039	19,584,523	\$597,905	20,182,428	376,315	690,000	0.00%	0.00%	690,000	1,066,315	18.93
2038	\$0.039	19,584,523	\$597,905	20,182,428	376,421	690,000	0.00%	0.00%	690,000	1,066,421	18.93
2039	\$0.039	19,584,523	\$597,905	20,182,428	376,500	690,000	0.00%	0.00%	690,000	1,066,500	18.92
2040	\$0.039	19,584,523	\$597,905	20,182,428	376,608	690,000	0.00%	0.00%	690,000	1,066,608	18.92
2041	\$0.039	19,584,523	\$597,905	20,182,428	109,024	690,000	0.00%	0.00%	690,000	799,024	25.26
2042	\$0.039	19,584,523	\$597,905	20,182,428	108,034	690,000	0.00%	0.00%	690,000	798,034	25.29
2043	\$0.039	19,584,523	\$597,905	20,182,428	108,030	690,000	0.00%	0.00%	690,000	798,030	25.29
2044	\$0.039	19,584,523	\$597,905	20,182,428	108,044	690,000	0.00%	0.00%	690,000	798,044	25.29
2045	\$0.039	19,584,523	\$597,905	20,182,428	107,941	690,000	0.00%	0.00%	690,000	797,941	25.29
2046	\$0.039	19,584,523	\$597,905	20,182,428	107,855	690,000	0.00%	0.00%	690,000	797,855	25.30
2047	\$0.039	19,584,523	\$597,905	20,182,428	107,741	690,000	0.00%	0.00%	690,000	797,741	25.30
2048	\$0.039	19,584,523	\$597,905	20,182,428	107,633	690,000	0.00%	0.00%	690,000	797,633	25.30
2049	\$0.039	19,584,523	\$597,905	20,182,428	108,417	690,000	0.00%	0.00%	690,000	798,417	25.28
2050	\$0.039	19,584,523	\$597,905	20,182,428	108,194	690,000	0.00%	0.00%	690,000	798,194	25.29
2051	\$0.039	19,584,523	\$597,905	20,182,428	107,943	690,000	0.00%	0.00%	690,000	797,943	25.29
2052	\$0.039	19,584,523	\$597,905	20,182,428	54,683	708,000	0.00%	0.00%	-	762,683	26.46

AVERAGE (MATURITY) LIFE	15.26 YEARS
NET INTEREST RATE	0.000%
COST SAVINGS	\$ 9,270,423
AVERAGE ANNUAL REQUIREMENT	\$6,485,186

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein, including the proposed interest rate, is subject to change upon further review of the TWDB in accordance with 31 Texas Administrative Code Chapters 363, 371, 375, or 384, as applicable. The TWDB does not function as a financial advisor to anyone in connection with this financing. The information contained in this document is used by TWDB staff to analyze the application for financing is illustrative only and does not constitute any guaranty of future rates. The TWDB makes no claim regarding the applicability of the information at closing, at which time actual rates will be set.



Project Budget Summary
El Paso County
40181 - Sparks Arroyo A1-A3 (SSA1)

Budget Items	TWDB Funds	Total
Construction		
Construction	\$25,704,000.00	\$25,704,000.00
Subtotal for Construction	\$25,704,000.00	\$25,704,000.00
Basic Engineering Services		
Construction Engineering	\$300,000.00	\$300,000.00
Design	\$2,365,000.00	\$2,365,000.00
Planning	\$50,000.00	\$50,000.00
Subtotal for Basic Engineering Services	\$2,715,000.00	\$2,715,000.00
Special Services		
Application	\$20,000.00	\$20,000.00
Environmental	\$150,000.00	\$150,000.00
Geotechnical	\$200,000.00	\$200,000.00
Inspection	\$322,000.00	\$322,000.00
O&M Manual	\$25,000.00	\$25,000.00
Permits	\$100,000.00	\$100,000.00
Project Management (by engineer)	\$250,000.00	\$250,000.00
Special Service Other (Geological Investigation)	\$300,000.00	\$300,000.00
Surveying	\$110,000.00	\$110,000.00
Testing	\$200,000.00	\$200,000.00
Subtotal for Special Services	\$1,677,000.00	\$1,677,000.00
Fiscal Services		
Bond Counsel	\$54,000.00	\$54,000.00
Financial Advisor	\$56,975.00	\$56,975.00
Issuance Costs	\$11,500.00	\$11,500.00
Subtotal for Fiscal Services	\$122,475.00	\$122,475.00
Other		
Administration	\$300,000.00	\$300,000.00
Land/Easements Acquisition	\$300,000.00	\$300,000.00
Other (Structural)	\$100,000.00	\$100,000.00
Subtotal for Other	\$700,000.00	\$700,000.00
Contingency		
Contingency	\$3,611,525.00	\$3,611,525.00
Subtotal for Contingency	\$3,611,525.00	\$3,611,525.00
Total	\$34,530,000.00	\$34,530,000.00

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$34,530,000 TO THE EL PASO COUNTY
FROM THE FLOOD INFRASTRUCTURE FUND
THROUGH THE PROPOSED PURCHASE OF
\$20,718,000 EL PASO COUNTY, TEXAS COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
PROPOSED TAXABLE SERIES 2022
AND
THE EXECUTION OF A GRANT AGREEMENT IN THE AMOUNT OF \$13,812,000**

(22 -)

WHEREAS, El Paso County (County), Texas, has filed an application for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I, to finance planning, design, acquisition, and construction of a flood project, identified as Project No. 40181; and

WHEREAS, the County seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$34,530,000 through the TWDB's proposed purchase of \$20,718,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2022 (together with all authorizing documents) and \$13,812,000 through execution of a Grant Agreement (Obligations), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the County has offered a pledge of ad valorem tax and surplus revenue from the County's parking garage facility as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP);
2. the County has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2);
3. that in its opinion the taxes or revenues pledged by the County will be sufficient to meet all Obligations assumed by the County in accordance with Texas Water Code § 15.536(3);

4. that the County is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP;
5. that the County has demonstrated that the benefit-cost ratio of the Project meets the requirements of the FIUP;
6. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP; and
7. that the County has demonstrated that the application meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project;
8. that the Project was developed using the best and most recent available data, in accordance with the FIUP;
9. that the County has documented that it has planned for operations and maintenance costs associated with the Project, in accordance with the FIUP; and
10. that the County has considered possible floodwater capture techniques that could be associated with the Project for water supply purposes, in accordance with the FIUP.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to El Paso County for financial assistance in the amount of \$34,530,000 from the Flood Infrastructure Fund, to be evidenced by the TWDB's proposed purchase of \$20,718,000 El Paso County, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2022 and execution of a Grant Agreement in the amount of \$13,812,000. This commitment will expire on July 31, 2022; however, the Executive Administrator may, at his discretion, grant up to one extension for a maximum of three months.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the County has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of

the State of Texas, and that said Obligations are valid and binding obligations of the County;

3. this commitment is contingent upon the County's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;
4. the County shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the County will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the County must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
7. the Obligations must provide that the County will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;
8. the Obligations must contain a provision requiring the County to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
9. the Obligations must include a provision wherein the County, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the County's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the County's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the County is an obligated person with respect to such bonds under SEC Rule 15c2-12;
10. the Obligations must contain a provision requiring the County to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

11. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;
12. the Obligations must include a provision requiring the County to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;
13. the Grant Agreement must include a provision stating that the County shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;
14. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
15. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
16. financial assistance proceeds shall not be used by the County when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the County agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the County, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
17. the Obligations must contain a provision stating that the County shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
18. the Obligations must contain a provision requiring the County to submit quarterly status reports on the progress of the project that details information requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be

released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the project;

19. the Obligations shall include a special covenant prohibiting the County from encumbering, pledging, or otherwise impairing the revenues of the System in any manner with respect to the payment of any Obligations or with respect to any liability, except for the payment of the following: (1) maintenance and operating expenses payable within the current fiscal year with current revenues; and (2) additional debt, and that the County shall in no way encumber, pledge, or otherwise impair its title to the land used by or for the System or any interests therein, including improvements and facilities of the System, without prior TWDB approval;

Pledge Conditions for the Loan:

20. the Obligations must contain a provision that provides as follows:
 - a. if system revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund; or
 - b. if surplus revenues are based upon budgeted amounts:
 - i. the Obligations must include a requirement that the County transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Obligations until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Obligations; further, that the ordinance authorizing the issuance of the Obligations must include a requirement that the County shall not transfer any funds from the County's pledged system revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Obligations for the then-current fiscal year has been deposited in the Interest and Sinking Fund;
 - ii. the Obligations must include a requirement that for each year the Obligations are outstanding, and prior to the time taxes are to be levied for such year, the County shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient surplus pledged revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the

Obligations; and

- iii. the Obligations must include a requirement that the County shall at all times maintain and collect sufficient rates and charges so that after payment of the costs of operating and maintaining the project, it produces revenues in an amount not less than 1.10 times debt service requirements of all outstanding Obligations of the County and other obligations of the County that are secured in whole or in part by the pledged revenues, for which the County is budgeting the repayment of such Obligations, or the County shall provide documentation that evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of debt service requirements;

Conditions to Close or for Release of Funds:

- 21. prior to closing, the County shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
- 22. prior to release of funds for the relevant services, and if required under the TWDB's financial assistance program and if not previously provided with the application, the County shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
- 23. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the County shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
- 24. prior to closing, the County's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the County when rendering this opinion;

PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

- 25. prior to closing, the County shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator; and

26. prior to release of funds for each Project phase or portion of a Project phase, the County must deposit into the County's construction account the County's share of funds, based on the Board-approved grant percentage, necessary to complete the upcoming phase(s) or portion of the phase of the Project, as approved by the Executive Administrator.

APPROVED and ordered of record this, the 6th day of January, 2022.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup, Chairwoman

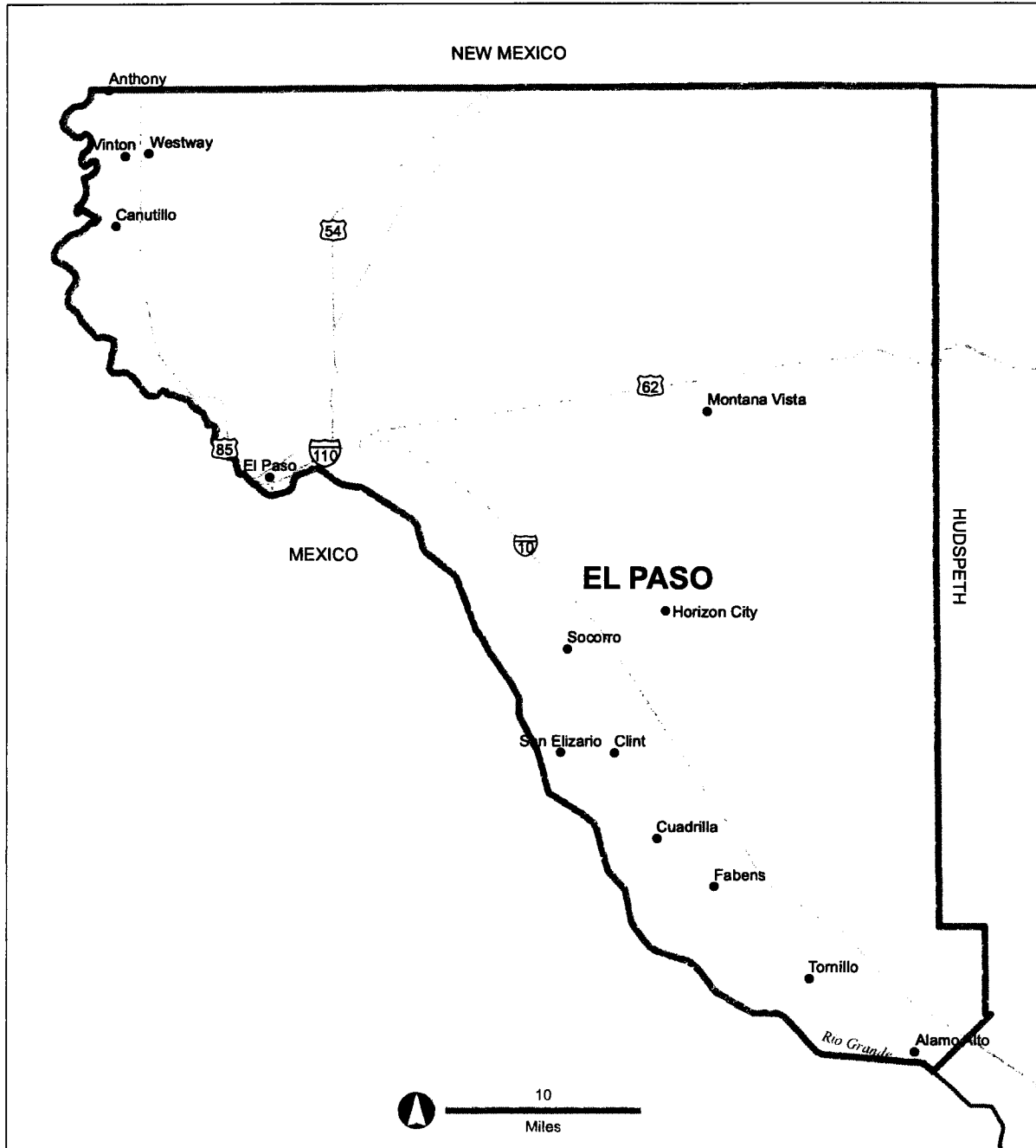
DATE SIGNED: _____

ATTEST:

Jeff Walker, Executive Administrator



El Paso County



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
JULY 7, 2022 @ 6:00 P.M.**

MEMBERS PRESENT:

Mayor Ivy Avalos
Cesar Nevarez
Rudy Cruz, Jr.
Yvonne Colon-Villalobos

STAFF ABSENT:

Ruben Reyes (arrived to the meeting at 6:36 pm)
Alejandro Garcia (arrived to the meeting at 6:53 pm)

STAFF PRESENT:

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

Anthony Sida, IT Tech
Victor Reta, PIO
Chief David Burton
Charles Casiano, Finance Director
Alejandra Valadez,

1. CALL TO ORDER

The meeting was called to order at: 6:09 pm.

2. Pledge of Allegiance and a Moment of Silence

Pledge of Allegiance led by Adriana Rodarte.

3. Establishment of Quorum

Quorum was established with four council members present.

PROCLAMATION

4. PROCLAMATION TO RECOGNIZE THE MONTH OF JULY AS THE CITY OF SOCORRO'S RECREATION APPRECIATION MONTH. VICTOR RETA

During this time Mayor Avalos read the Proclamation and Victor Reta acknowledged all his staff.

PUBLIC COMMENT

5. PUBLIC COMENT

Miriam Cruz (*joined thru Zoom*), Hector Ramos and Adriel Bustillos from Commissioner Ileana Holguin's office spoke during Public Comment (see exhibit "A").

CONSENT AGENDA

- 6. *EXCUSE* ABSENT COUNCIL MEMBERS. *OLIVIA NAVARRO***
- 7. *APPROVAL* OF SPECIAL COUNCIL MINUTES OF JUNE 11, 2022 AND REGULAR COUNCIL MINUTES OF JUNE 16, 2022. *OLIVIA NAVARRO***
- 8. *DISCUSSION AND ACTION* ON APPROVING MAY 2022 UNAUDITED FINANCIAL REPORT. *CHARLES CASIANO***
- 9. *DISCUSSION AND ACTION* ON APPROVING MAY 2022 CASH RECEIPTS REPORT. *CHARLES CASIANO***
- 10. *DISCUSSION AND ACTION* ON APPROVING MAY 2022 ACCOUNTS PAYABLE REPORT. *CHARLES CASIANO***
- 11. *INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE TO ALLOW THE REZONING OF 471 HUEREQUE DRIVE, LOT 8, BLOCK 2, SANTA MARTINA SUBDIVISION, CITY OF SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR TWO (2) DUPLEXES. *CARLOS GALLINAR***
- 12. *INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE TO ALLOW THE REZONING OF ROBERT E. NIX SURVEY NO. 302, ROBERT E. NIX SURVEY NO. 303; ROBERT E. NIX SURVEY NO. 304, CITY OF SOCORRO, TEXAS FROM UNCLASSIFIED TO IC-MUD (INDUSTRIAL COMMERCIAL-MIXED USE DISTRICT). *CARLOS GALLINAR***
- 13. *INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING* OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 4. MEDIUM DENSITY RESIDENTIAL DISTRICT, SECTION 46-260 PERMITTED USES, WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE. *CARLOS GALLINAR***

14. INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 5. HIGH DENSITY RESIDENTIAL DISTRICT, SECTION 46-291 PERMITTED USES, WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE.

CARLOS GALLINAR

A motion was made by Cesar Nevarez seconded by Yvonne Colon-Villalobos to *approve the Consent Agenda*. Motion passed.

Ayes: Cesar Nevarez, Rudy Cruz and Yvonne Colon-Villalobos

Nays:

Absent: Ruben Reyes and Alejandro Garcia

REGULAR AGENDA

PUBLIC HEARING/ORDINANCES

15. PUBLIC HEARING OF AN ORDINANCE ADOPTING THE PROPOSED DRAFT MAP FOR REDISTRICTING THEREBY REVISING CITY COUNCIL MEMBER DISTRICT BOUNDARIES IN RESPONSE TO THE 2020 CENSUS.

ADRIANA RODARTE

Public Hearing opened at 6:24 pm

Miriam Cruz and Rezzlin Pullum spoke during Public Hearing

Public Hearing closed at 6:29 pm

16. SECOND READING AND ADOPTION OF AN ORDINANCE ADOPTING THE PROPOSED DRAFT MAP FOR REDISTRICTING THEREBY REVISING CITY COUNCIL MEMBER DISTRICT BOUNDARIES IN RESPONSE TO THE 2020 CENSUS.

ADRIANA RODARTE

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

Miriam Cruz and Rezzlin Pullum spoke on this item.

Ruben Reyes arrived to the meeting at 6:36 pm

Ayes: Ruben Reyes, Cesar Nevarez, Rudy Cruz and Yvonne Colon-Villalobos

Nays:

Absent: Alejandro Garcia

GRANTS DEPARTMENT

**17. DISCUSSION AND ACTION TO APPROVE RESOLUTION 707
AUTHORIZING CITY MANAGER TO SIGN CURRENT OR FUTURE
ADVANCE FUNDING AGREEMENTS, AMENDMENTS, AND OFFICIAL
DOCUMENTS WITH RELATION TO THE IMPLEMENTATION OF
TRANSPORTATION PROJECTS FUNDED BY TXDOT ON BEHALF OF
THE CITY OF SOCORRO, TEXAS. ALEJANDRA VALADEZ**

A motion was made by Cesar Nevarez seconded by Yvonne Colon-Villalobos to approve item number seventeen (17). Motion passed.

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

**18. DISCUSSION AND ACTION TO APPROVE THE ARPA CSLFRF POLICY -
REGULATORY AND INTERNAL CONTROL FRAMEWORK FOR THE
CITY'S USE OF AMERICAN RESCUE PLAN ACT FUNDS. ALEJANDRA VALADEZ**

A motion was made by Cesar Nevarez seconded by Yvonne Colon-Villalobos to approve item number eighteen (18). Motion passed.

Alejandra Valadez made presentation see "Exhibit B".

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

CITY MANAGER

**19. DISCUSSION AND ACTION TO AWARD RFQ 22-07 FOR ENGINEERING
CONSULTANT SERVICES. REVIEW COMMITTEE RECOMMENDS
APPROVAL FOR THE FOLLOWING FIRMS HUITT-ZOLLARS, INC.,
CAMACHO-HERNANDEZ & ASSOCIATES AND CEA GROUP TO ALSO
AUTHORIZE CITY MANAGER OR HER DESIGNEE TO NEGOTIATE
AGREEMENT. ADRIANA RODARTE**

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

Alejandro Garcia arrived to the meeting at 6:53 pm.

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

Nays:

Absent:

A motion was made by Rudy Cruz, Jr. seconded by Yvonne Colon-Villalobos to *take a recess at this time*. Motion passed.

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

Nays:

Absent:

THE CITY COUNCIL CONVENED INTO A RECESS AT 6:58 PM

RECESS

THE CITY COUNCIL RECONVENED FROM RECESS AT 7:06 PM

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve move up items twenty-four (24) and twenty-six (26)*. Motion passed.

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

Nays:

Absent:

24. DISCUSSION AND ACTION TO DIRECT STAFF ON THE INSTALLATION OF A COMMERCIAL ELECTRICAL VEHICLE CHARGING STATION TO ACCOMMODATE THE INCREASE OF ELECTRIC CARS IN OUR COMMUNITY. *ALEJANDRO GARCIA*

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

James Pleasant and Angie Rodriguez with El Paso Electric made presentation, see Exhibit :”C”.

An amended motion was made by Cesar Nevarez seconded by Ruben Reyes *requesting that El Paso Electric provide more information and cost for out next Council Meeting of July 21, 2022*.

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

Nays:

Absent:

26. DISCUSSION AND ACTION TO DIRECT CITY MANAGER AND OR HER DESIGNATE STAFF TO INSTALL A GUARD RAIL AT THE END OF FLOR DEL SUR, SOCORRO, TX 79927. (NEAR 221 FLOR DEL SUR). ALSO, A DEAD-END SIGN TO BE INSTALL AT THE BEGINNING OF FLOR DEL SUR NEAR FLOR DEL SOL. YVONNE COLON-VILLALOBOS

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

Rogelio Ochoa spoke on this item. Blanca Ochoa was signed up to speak on this item but declined. Ana Mesa was signed up to speak but had left the meeting.

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

Nays:

Absent:

20. DISCUSSION AND ACTION TO ESTABLISH AND ADOPT CONTRACT LETTING PROCEDURES FOR THE CITY OF SOCORRO.

ADRIANA RODARTE

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve*.

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve with changes to the Procurement Procedures attached to the backup material 1. Change Horizon City to City of Socorro 2.) Purchasing to Finance Department following the city's Purchasing Policy and 3.) City Engineer to City Planner*. Motion passed.

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

Nays:

Absent:

21. DISCUSSION AND ACTION TO ESTABLISH AND ADOPT POLICIES AND PROCEDURES TO IMPLEMENT THE TEXAS DEPARTMENT OF TRANSPORTATION'S (TXDOT) DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR CITY OF SOCORRO PROJECTS THAT ARE FUNDED OR ASSISTED BY TXDOT. ADRIANA RODARTE

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve*.

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve and adopt DBE Disadvantaged Business Enterprise Program and approve an MOU with Tx DOT and authorize city manager to execute necessary documents*.

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

Nays:

Absent:

MAYOR AND COUNCIL

22. DISCUSSION AND ACTION TO APPROVE THE INSTALLATION OF STREETLIGHTS ON BUFORD ROAD AND SANTA PAULA DR.

RUBEN REYES

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

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

Nays:

Absent:

23. DISCUSSION AND ACTION TO APPROVE A WORK ORDER IN THE AMOUNT OF \$50,000 TO HIRE EL PASO COUNTY TO PERFORM REPAIR AND MAINTENANCE WORK WITH HEAVY EQUIPMENT ON AND AROUND THE ONION FIELD DRAINAGE BASIN LOCATED AT THE INTERSECTION OF THUNDER RD AND RIO VISTA RD IN SOCORRO TEXAS PURSUANT TO AN INTERLOCAL AGREEMENT WITH EL PASO COUNTY IN THE EVENT OF A RAIN EVENT.

RUBEN REYES

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

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

Nays:

Absent:

25. DISCUSSION AND ACTION TO APPROVE THE INSTALLATION OF STREETLIGHTS ON PLACE ROAD AND LA VERANDA DRIVE.

RUDY CRUZ, JR.

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

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

Nays:

Absent:

27. 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

28. 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

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

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *delete items twenty-seven (27), twenty-eight (28) and twenty-nine (29)*. Motion passed.

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

Nays:

Absent:

A motion was made by Alejandro Garcia seconded by Ruben Reyes 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:

Absent:

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:07 PM

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 8:21 PM

30. DISCUSSION AND ACTION REGARDING POLICE DEPARTMENT REIMBURSEMENT [551.071] AND UPDATE FROM DECEMBER 1, 2021 INCIDENT. ADRIANA RODARTE

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve \$500.00 reimbursement*. Motion passed.

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

Nays:

Absent:

31. *ADJOURN*

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *adjourn at 8:22 pm*.

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

Nays:

Absent:

Ivy Avalos, Mayor

Olivia Navarro, City Clerk

Date minutes were approved



EL PASO UNITED

Powered by United Way of El Paso County



United Way of
El Paso County

UNIDOS HACEMOS LA DIFERENCIA

¿Que es El Paso United?

El Paso United se estableció en el 2019 para ayudar a las personas afectadas por la tragedia del 3 de agosto y luego se expandió en el 2021 para ayudar a familias afectadas por COVID-19. A través de esta iniciativa, United Way of El Paso County está conectando a familias e individuos con información y recursos disponibles en la comunidad, incluyendo: **asistencia de renta y servicios públicos, desarrollo de habilidades laborales y fuerza de trabajo, asistencia alimenticia, y terapia de salud mental.**

ASISTENCIA DE RENTA Y/O SERVICIOS PÚBLICOS

Los miembros de la comunidad de El Paso que viven dentro del condado de El Paso pero fuera de los límites de la ciudad de El Paso ahora pueden solicitar asistencia de renta y/o servicios públicos según la elegibilidad.

¿Quién es elegible?

- Inquilinos y propietarios que viven dentro del condado de El Paso pero fuera de los límites de la ciudad de El Paso.
- Experimentar inestabilidad de vivienda (renta y/o atrasos en los servicios públicos).
- Los hogares se vieron afectados directa o indirectamente por las dificultades financieras durante la emergencia de salud pública de COVID-19.
- Ingreso familiar inferior al 80 % del ingreso medio del área (AMI).
- Proporcione la documentación de respaldo según lo solicitado por los requisitos del programa.



**Estos códigos postales deberán verificarse más a fondo para asegurarse de que estén bajo la jurisdicción fiscal del condado*

Para mas información:

TELÉFONO

United Way of El Paso County
(915) 400-7401

A.Y.U.D.A., INC
(915) 851-0272

EN PERSONA

Ubicaciones de A.Y.U.D.A., INC
1325 Beverly Ann Dr., San Elizario, TX 79849
221 N. Kansas St. Suite #725, El Paso, TX 79901

EN LINEA

Escanea el código QR o visita:
www.elpasounited.org





EL PASO UNITED

Powered by United Way of El Paso County



Powered by...



UNITED WE MAKE A DIFFERENCE

What is El Paso United?

El Paso United was established in 2019 to assist individuals affected by the August 3rd tragedy and then later expanded in 2021 to assist families impacted by COVID-19. Through this initiative, United Way of El Paso County is connecting families and individuals to information and resources available in the community, including: **rental and utility assistance, workforce and job-skill building, food assistance, and mental health therapy.**

RENTAL AND/OR UTILITY ASSISTANCE

El Paso community members that reside within El Paso County but outside of El Paso City limits can now apply for rental and/or utility assistance based on eligibility.

Who's Eligible?

- Tenants and landlords that reside within El Paso County but outside the El Paso City limits
- Experiencing housing instability (rental and/or utility arrears).
- Households have been directly or indirectly impacted by financial hardship during the COVID-19 public health emergency.
- Household income below 80% of the Area Median Income (AMI).
- Provide supporting documentation as requested per program guidelines.

** ZIP codes will need to be further verified to make certain they fall under county taxing jurisdiction*



For more information:

TELEPHONE

United Way of El Paso County
(915) 400-7401

A.Y.U.D.A., INC
(915) 851-0272

IN-PERSON

A.Y.U.D.A., INC Locations
1325 Beverly Ann Dr., San Elizario, TX 79849
221 N. Kansas St. Suite #725, El Paso, TX 79901

ONLINE

Scan the QR code or visit:
www.elpasounited.org





ARPA Policy

Presentation to Council on
7.07.2022



ARPA Policy Overview

- Purpose
- Governing Body
- Background
- Eligible uses of ARPA Funds
- Internal Controls
- ARPA Project Review and Approval Process
- Subrecipient Monitoring Policy



Purpose

- To describe the general regulatory and internal control framework for the City's use of ARPA funds.
- It is the responsibility of the City to ensure that ARPA funds are used in compliance with all program requirements



Governing Body

- The Mayor and City Council are the governing body with authority to allocate ARPA funds to respond to the COVID-19 public health emergency and its negative economic impacts.
- City Council establishes priorities and programs via the ARPA Spending Framework.



Background

- On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency, beginning March 1, 2020.
- Although the COVID-19 pandemic appears to be subsiding, federal, state, and local governments are now focused on pandemic recovery strategies.
- On March 11, 2021, the American Rescue Plan Act was signed into law, and the City received its first distribution of approximately \$4.3 million on August 20, 2021.
- On January 6, 2022, the U.S. Treasury released the Final Rule
- On April 1, 2022, the Final Rule took effect
- On June 10, 2022, the U.S. Treasury released the Compliance and Reporting Guidance document.
- The City now has the ability to use ARPA funds to respond to the COVID-19 public health emergency and its economic impacts and the responsibility to ensure ARPA award funds are used in compliance with all program requirements.



Eligible uses of ARPA Funds

- The City has substantial discretion to use the award in the ways it best suits the needs of its constituents, so long as the uses fall into one of four statutory categories:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
 - To make necessary investments in water, sewer, or broadband infrastructure.



Eligible uses of ARPA Funds

- Information regarding eligible uses of ARPA funds, important restrictions, and statutory requirements can be found in the Final Treasury released by the U.S. Treasury on January 6, 2022, and in effect as of April 1, 2022.



Internal Controls

- Per 2 CFR Part 200.303 the City is required to develop and implement internal controls to ensure that ARPA funding decisions under the constitute eligible uses of funds under program requirements, and the City is required to document such determinations.
- Well-developed ARPA internal controls will help the City maximize ARPA funds and prevent fraud, waste, or abuse.
- Existing Internal Controls
- Additional Controls



ARPA Project Review and Approval Process

- City Council identifies ARPA funding priorities
- Project Request
- Project Review
- Project Approval and Budget Approval by Council
- Initiate Project
- Project Implementation
- Quarterly Reporting (internal)
- Annual Reporting (to the U.S. Treasury)
- Subrecipient Monitoring
- Project Close out and Records Retention



Roles and responsibilities

- Segregation of duties and management review
 - Administering Department
 - ARPA Specialist
 - Internal Auditor
 - Finance Department
 - City Manager's Office
 - City Council



Subrecipient Monitoring

- Subrecipient monitoring is required under the Uniform Guidance under 2 CFR 200.331-333.
- Ongoing monitoring of the financial and programmatic performance of an ARPA subrecipient is the responsibility of the City and is a requirement of the federal award.



THANK YOU!



Socorro Proud!

Exhibit "C"



Electric Vehicle (EV) Charging Stations



Agenda

1. EV Trends
2. EV Charging Options
3. Incentives

The Promise of Electrification

Customer

- Fuel and maintenance cost savings
- Fun to drive and technology-focused driving experience
- Convenience of charging at home

Environment

- Reduce greenhouse gas emissions
- Lower carbon footprint over EV lifetime
- Decrease noise levels

Economy

- Positive economic growth incentivizing capital investment
- EV Charging attracts customers with longer stays
- Job creation for skilled workforce

Electric Grid

- Enable better grid management
- Increase system utilization rate
- Create opportunities for bi-directional energy flow



U.S. EV Trends

- More than 2 mil EVs in the U.S., expected to reach 22 mil within a decade
- EV sales to grow rapidly
 - Executive Order proposes 50% of new car sales to be electric by 2030
- Over 40,000 charging plugs in the U.S.
 - Infrastructure bill proposes \$7.5 billion for EV initiatives targeting installation of 500,000 charging stations

Customers Choose EVs Because



Low Cost
Of Ownership



Environmentally
Friendly



Great
Performance



Convenience

What Drives Growth

- Decreasing battery costs
- Favorable government policies
- Increased availability of EV models
- Improved EV range
- Availability of charging infrastructure
- Improved customer awareness and understanding of technology



Public Charging:

Most public charging stations are Level 2 or Level 3, also referred to as DC Fast Charging (“DCFC”)

Level 2 Charging:

- Uses pedestal, wall- and pole-mounted station with 208/240-volt.
- Adds 10 to 30 miles of range per hour



DCFC charging:

- Uses pedestal station with 400 to 1,000-volt
- Adds 150-1,000 miles of range per hour



Types of L2 Charging Stations

Garage Overhead



Pedestal



Streetlight / Pole



Wall-mounted



Ownership Models

1) City of Socorro Leases Stations via Third-Party Vendor:

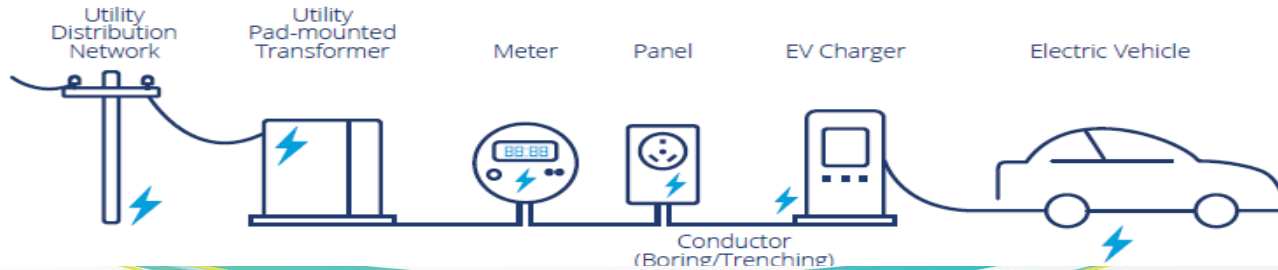
- Low Capital but high O&M cost
- Higher project cost
- Flexibility with technology

2) City of Socorro Owns and Maintains Stations:

- High Capital but low O&M cost
- Lower project cost
- Potential Grant Opportunities

3) EPE Owns and Maintains Stations:

- EPE responsible for installation and O&M
- City of Socorro provides EPE with ROW and/or Easements, if necessary, and approves a City specific tariff



Charging Stations – Implementation Process

1. Determine charging station needs:
 - level 1, 2 or DCFC,
 - pedestal, overhead, pole- or wall-mounted,
 - networked vs. non-networked
2. Select Locations
3. Issue an RFP or RFI for: charging stations, installation and O&M
4. Call EPE to estimate the costs of infrastructure upgrades, and consult on the type of available rates
5. Determine a pricing structure (per min, per kWh, subscription)
6. Execute contacts with charging station vendor, installer, O&M company
7. Purchase stations and schedule installation
8. Activate the station

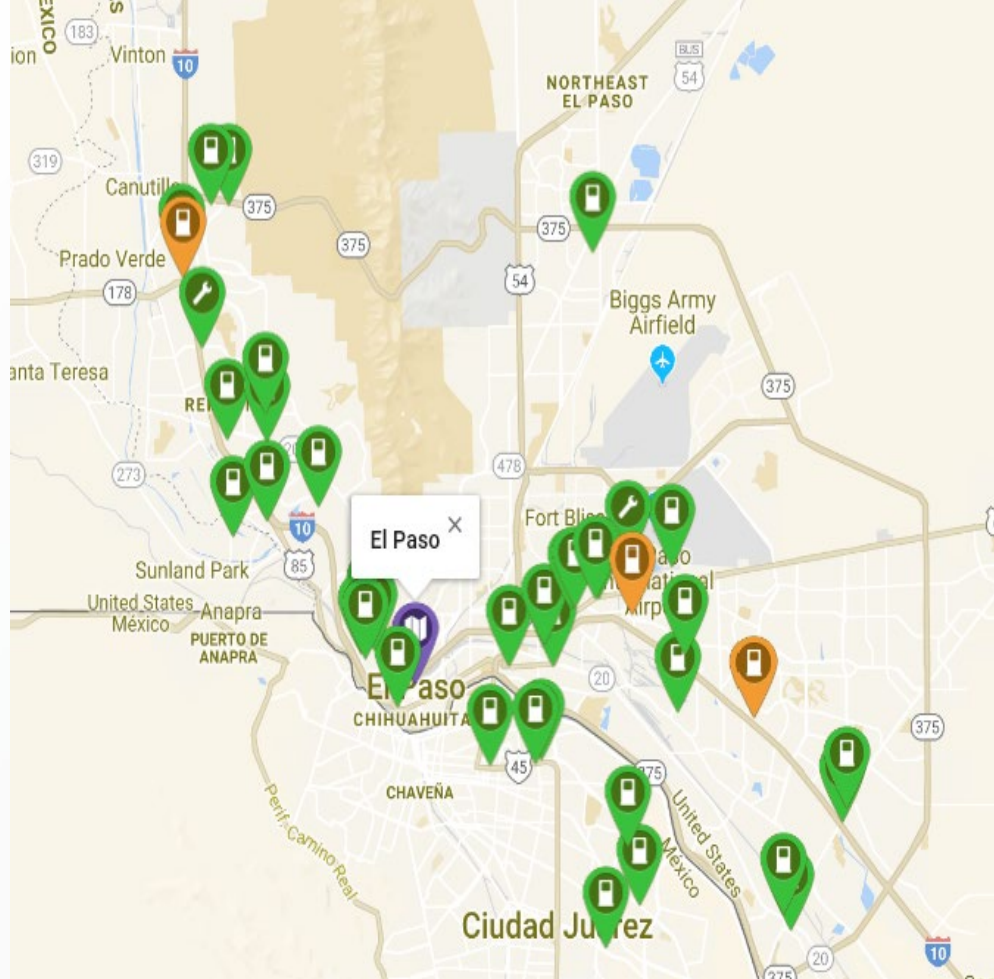
Available Incentives

- 1) Federal Tax Credits:
 - \$2,500 to \$7,500 on purchase of qualifying EVs
- 2) State Incentives (offered by TCEQ):
 - Alternative Fueling Facilities Program (AFFP)
 - Up to \$2,500 on purchase of qualifying EV
- 3) EPE Incentives:
 - EV charging rate

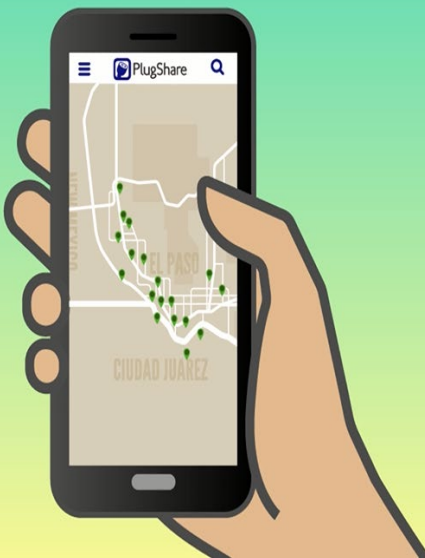


Public Charging in EPE's Service Territory:

- Over 100 stations

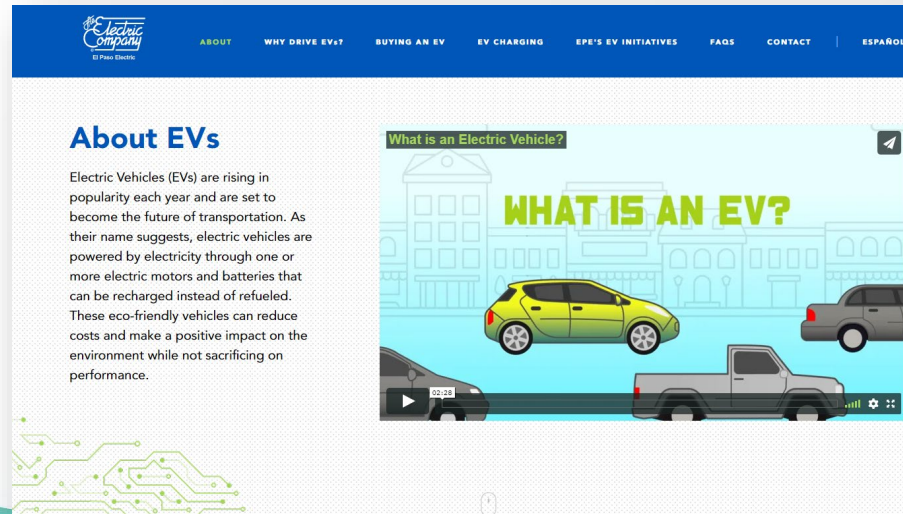


SOME PUBLIC CHARGERS
CAN CHARGE YOUR
VEHICLE IN AS LITTLE AS
20-30 MINUTES



More information:

- Visit our website:
 - <https://www.epelectric.com/ev>
- Email to ev@epelectric.com, or
- Call at 915-543-5970, EV Hotline- Ext. 5173



ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SOCORRO, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2022, IN THE PRINCIPAL AMOUNT OF \$6,664,000 AND AWARDING THE SALE
OF SUCH CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT
BOARD

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

WHEREAS, the City Council of the City of Socorro, Texas (the “Issuer”) deems it advisable to issue certificates of obligation (the “Certificates of Obligation” or the “Certificates”) in the amount of \$6,664,000 for the purpose of paying all or a portion of the Issuer’s contractual obligations incurred in connection with: (i) design, construction and installation of flood control, storm water and drainage improvements within the Issuer; and (ii) legal, fiscal and engineering fees in connection with such projects; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, and Chapter 1502, Government Code, as amended; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue the Certificates of Obligation; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a “newspaper” as defined in § 2051.044, Texas Government Code, as amended; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said Certificates of Obligation be issued.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligation of the City of Socorro, Texas are hereby authorized to be issued and delivered in the aggregate principal amount of \$6,664,000 for the purpose of paying all or a portion of the Issuer’s contractual obligations incurred in connection with: (i) design, construction and installation of flood control, storm water and drainage improvements within the Issuer; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the “Project”).

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES. Each Certificate of Obligation issued pursuant to this Ordinance shall be designated: “CITY OF SOCORRO, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022” and initially there shall be issued, sold and delivered hereunder one fully registered certificate, without interest coupons, dated August 1, 2022, in the aggregate principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 12 hereof), or to the registered assignee or assignees of said certificate or any portion or portions thereof (in each case, the “Registered Owner”). The Certificates of Obligation shall mature on March 1 in the years and in the principal amounts and interest rates set forth below:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2023	\$222,000	0.00%	2038	\$222,000	0.00%
2024	222,000	0.00	2039	222,000	0.00
2025	222,000	0.00	2040	222,000	0.00
2026	222,000	0.00	2041	222,000	0.00
2027	222,000	0.00	2042	222,000	0.00
2028	222,000	0.00	2043	222,000	0.00
2029	222,000	0.00	2044	222,000	0.00
2030	222,000	0.00	2045	222,000	0.00
2031	222,000	0.00	2046	222,000	0.00
2032	222,000	0.00	2047	222,000	0.00
2033	222,000	0.00	2048	222,000	0.00
2034	222,000	0.00	2049	222,000	0.00
2035	222,000	0.00	2050	222,000	0.00
2036	222,000	0.00	2051	222,000	0.00
2037	222,000	0.00	2052	226,000	0.00

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of U.S. Bank National Association, in Houston, Texas (the “Paying Agent/Registrar”), books or records for the registration of the transfer, conversion and exchange of the Certificates of Obligation (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books

confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate.

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

(b) Payment of Certificates. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

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

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts; provided that while the Texas Water Development Board (the “Board”) is the holder of the Certificates, the DTC services shall

not be discontinued by the Issuer until the Issuer has received the written consent thereto of the Board. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

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

(g) Successor Paying Agents. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity having trust powers to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal payment or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Cancellation of Initial Certificates. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 12 or its designee, executed by manual or facsimile signature of the Mayor or the Mayor Pro-tem and City Clerk of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificates, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(i) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the

Certificates to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-____	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SOCORRO, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022	PRINCIPAL AMOUNT \$_____
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<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
0.00%	August 1, 2022	March 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Socorro, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above.

THE PRINCIPAL OF this Certificate is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of U.S. Bank National Association in Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate; provided, however, that if this Certificate of Obligation is owned by the Texas Water Development Board, principal and interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge.

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

THIS CERTIFICATE is one of a series of Certificates dated as of August 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$6,664,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with: (i) design, construction and installation of flood control, storm water and drainage improvements within the Issuer; and (ii) legal, fiscal and engineering fees in connection with such projects.

ON ANY DATE, the Certificates may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the Issuer shall select and designate the maturity or maturities and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$1,000), at the redemption price of the principal amount thereof.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$1,000. As provided in the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance"), this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully

registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$1,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$1,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of the Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the principal of this Certificate, as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's parks remaining after payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of said revenues, all as provided in the Certificate Ordinance.

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

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

City Clerk

Mayor

(SEAL)

(b) [Form of Delivery Certificate]

DELIVERY CERTIFICATE

This Certificate of Obligation was delivered to and paid for by the Purchaser thereof on _____.

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

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

Dated: _____

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

By: _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee.)

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

Dated: _____

Signature Guaranteed:

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

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

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(f) [Initial Certificate Insertions]

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

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

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

"THE CITY OF SOCORRO, TEXAS, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the

“Registered Owner”), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
(Information from Section 2 to be inserted)”		

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

Section 5. SINKING FUND. A special “Sinking Fund” is hereby authorized to be created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the principal of the Certificates, as such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. PLEDGE OF SURPLUS REVENUES. The Certificates are additionally secured by the revenues of the Issuer’s parks that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer’s revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the revenues of the Issuer’s parks, constituting “Surplus Revenues”. The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund

Section 7. DEFEASANCE OF CERTIFICATES. (A) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a “Defeased Certificate”) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “Future Escrow Agreement”) for such payment (1) lawful money of the United States of America sufficient to

make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of the Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

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

(f) In the event that the Issuer establishes a defeasance escrow for the Certificates in accordance with Section 7, written notice thereof shall be promptly given to the Texas Water Development Board.

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.** (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

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

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

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

(e) Authority for Issuing Replacement Certificates. In accordance with Chapter 1201, Texas Government Code, as amended, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 9. **CUSTODY, APPROVAL AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their

delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer. The officers, employees and agents of the Issuer, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all certificates, financing statements, instruments, agreements and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Ordinance. In the absence of the Mayor, the Mayor Pro-tem is directed to sign as Mayor on behalf of the Issuer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the “Treasury Regulations”), and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(j) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(k) the Issuer will not acquire any of the Texas Water Development Board’s source series bonds in an amount related to the amount of Certificates acquired by the Texas Water Development Board;

(l) In order to facilitate compliance with the above covenant (i), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code;

(m) For purposes of the foregoing (a) and (b), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case

of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the Mayor Pro-tem, Finance Director, and City Clerk to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates; and

(n) This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(o) Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Issuer hereby adopts and establishes the instructions attached hereto as Exhibit B as its written procedures.

Section 11. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

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

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in the City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

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

(g) Notwithstanding any provision of this Section 11, there shall be no modification of this Ordinance without the written consent of the Texas Water Development Board (while it is a Registered Owner of the Certificates).

Section 12. SALE OF CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby sold and shall be delivered to the Texas Water Development Board for cash for the principal amount thereof. In accordance with its Resolution No. 22-____, the Texas Water Development Board will purchase the Certificates, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund authorized by Section 13 hereof (the “Construction Fund”) upon initial delivery of the Certificates, and the balance of the proceeds to be deposited to the Escrow Account authorized by Section 24 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board.

Section 13. CONSTRUCTION FUND. There shall be established by the Issuer a separate fund to be designated the “Series 2022 CO Construction Fund” (the “Construction Fund”) to be held by the Issuer’s depository bank, and upon the delivery of the purchase price for the Certificates, the proceeds from the sale of the Certificates shall be deposited into the Construction Fund. The costs of issuance of the Certificates, which include legal, fiscal and engineering fees, may be paid from the Construction Fund. The cost of the construction of the Project will be paid from this Construction Fund upon direction of the City Council of the Issuer. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the Project, any residue remaining in the Construction Fund shall be applied in accordance with Section 15 hereof.

Section 14. INVESTMENTS; COLLATERALIZATION OF PROCEEDS. Proceeds of the Certificates shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “PFIA”), and the Public Funds Collateral Act, Chapter 2257, Texas Government Code, (the “PFCA”). Money in any fund established pursuant to this Ordinance may, at the option of the Issuer, be invested in eligible investments described in the PFIA, consistent with the investment policy of the Issuer, as approved by the City Council of the Issuer. All investments shall be made in such manner as will, in the opinion of the Issuer, permit the money required to be expended from any fund to be available at the proper time or times as expected to be needed. Any uninvested, uninsured proceeds of the Certificates shall be subject to the PFCA.

Section 15. SURPLUS PROCEEDS. Notwithstanding any other provision of this Ordinance or the Certificates restricting early redemption of the Certificates, the Issuer shall use any surplus proceeds from the Certificates that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Texas Water Development Board’s (“TWDB”) Executive Administrator (the “Executive Administrator”), including without limitation to redeem, on any date, the Certificates owned by the TWDB, at a price of par plus accrued interest to the date fixed for redemption.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council of the Issuer.

Section 17. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the Texas Water Development Board. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 22-____, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the Texas Water Development Board with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 180 days of the close of each fiscal year.

(b) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the Texas Water Development Board relating to the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered, including without limitation 31 T.A.C. 363, Subchapter D, as amended.

(c) Environmental Findings. The Issuer shall comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources. The Issuer will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project.

(d) Insurance. Insurance coverage be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the Texas Water Development Board in the Project.

(e) Covenant Regarding Taxes and System Rates. The Issuer hereby agrees that, for so long as the Certificates are outstanding, to levy a tax and/or maintain and collect sufficient rates and charges to produce Surplus Revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Certificates.

(f) Final Accounting. The Issuer shall render a final accounting of the cost of the Project to the Texas Water Development Board within 60 days of the completion of the Project. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in the Project is reduced, such surplus proceeds shall be used in accordance with Section 15 hereof.

(g) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates or this Ordinance that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(h) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Certificates will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(i) American Iron and Steel. The Issuer shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G.

(j) No Encumbrance. The Issuer shall not encumber, pledge, or otherwise impair the revenues of its parks or its title to the land used by or for parks or any interests therein, including improvements and facilities of the Issuer's parks, without prior TWDB approval.

Section 18. **ALLOCATION OF CERTIFICATE PROCEEDS.** The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Certificates, if any.

Section 19. **DISPOSITION OF PROJECT.** The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Certificates, if any.

Section 20. **INTEREST EARNINGS ON CERTIFICATE PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other Certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as directed in Section 15. It is further provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 21. **COMPLIANCE WITH RULE 15c2-12.** (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

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

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Issuer shall provide annually to the MSRB, within twelve months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer to the extent that such information is customarily prepared by the Issuer and is publicly available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements filed with the Texas Water Development Board as part of the Issuer’s application to the Texas Water Development Board, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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

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

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

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (a) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The

Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

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

Section 22. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that no petition was received from the qualified electors of the Issuer protesting the issuance of the Certificates.

Section 23. ESCROW AGREEMENT. The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) is hereby authorized and directed to execute and deliver an Escrow Agreement substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor (or in the Mayor's absence, the Mayor Pro-Tem), such approval to be evidenced by his execution thereof.

Section 24. ESCROW ACCOUNT. An escrow account is hereby authorized to be created pursuant to the Escrow Agreement referred to in Section 23. Proceeds of the Certificates shall be deposited to the escrow account and disbursed to the Construction Fund created pursuant to Section 13 upon the authorized release of moneys from the escrow account in accordance with the Escrow Agreement.

Section 25. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

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

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

Section 26. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 27. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

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

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations

contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 28. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the Certificates, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

EXHIBIT A
FORM OF ESCROW AGREEMENT

[See attached]

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the bond ordinance or other authorizing document (the “Ordinance”) with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the “Closing Documents”), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Certificates (the “Obligations”).

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer’s City Manager (such officer, together with other employees of the Issuer who report to such officer, is collectively, the “Responsible Person”) will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the “Project”) that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the “Issue Date”) and that (ii) the Project must proceed with due diligence;
2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

1. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
2. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;

Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;

Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and

Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the City Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking City Council approval to engage or utilize existing advisors and agents for such purposes.



**CITY OF SOCORRO
CITY COUNCIL
MEETING DATE: JULY 21, 2022**

**REZONING REQUEST STAFF
REPORT**

SUBJECT:

CALLING FOR A SECOND READING AND ADOPTION OF AN ORDINANCE TO ALLOW THE REZONING OF 471 HUEREQUE DRIVE, LOT 8, BLOCK 2, SANTA MARTINA SUBDIVISION, CITY OF SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR TWO (2) DUPLEXES.

NAME: HUEREQUE DUPLEXES

PROPERTY ADDRESS: 471 Huereque Drive

PROPERTY LEGAL DESCRIPTION: Lot 8, Block 2, Santa Martina Subdivision

PROPERTY OWNER: Melissa & Horacio Estrada

REPRESENTATIVE: Jose L. Salas

PROPERTY AREA: 20,500 SQFT

CURRENT ZONING: R-1 (Single Family Residential)

CURRENT LAND USE: Vacant

FUTURE LAND USE MAP: Residential

PROPOSED LAND USE: 2 Duplexes-4 Housing Units

FLOOD MAP: According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0277-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST: Rezoning from R-1 to R-2 to allow for 2 duplexes. The R-2 allows single-family, duplexes, triplexes, quadplexes, and apartments.

STAFF RECOMMENDATION: Staff recommends APPROVAL.

BOARD RECOMMENDATION: PNZ Voted to Approve on June 21, 2022

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

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 A REZONING OF LOT 8, BLOCK 2, SANTA MARTINA SUBDIVISION LOCATED AT 471 HUEREQUE DRIVE, SOCORRO TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR TWO DUPLEXES.

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, that the property at 471 Huereque Drive being Lot 8, Block 2, Santa Martina Subdivision is granted a Rezoning from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for two duplexes.

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

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

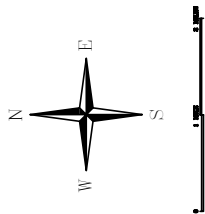
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Adriana Rodarte, City Manager

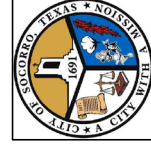
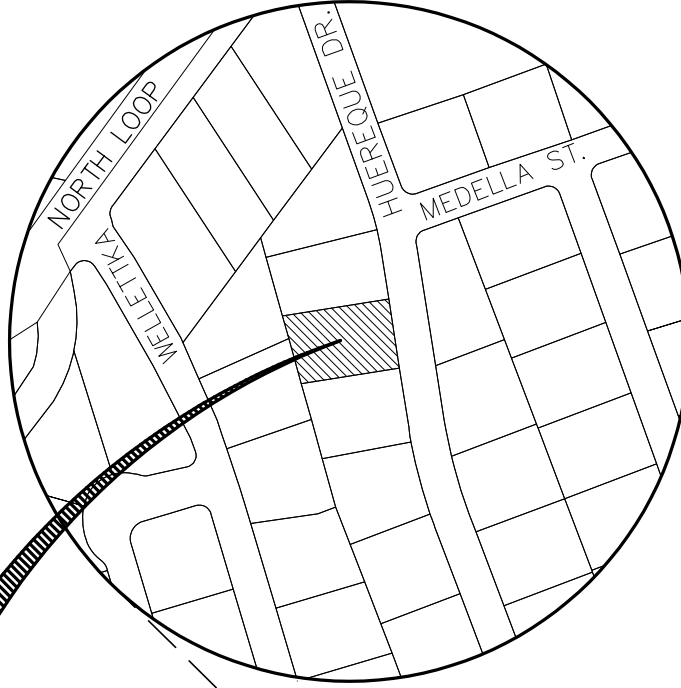
LOCATION MAP



PROJECT SITE;
471 Huereque Dr.
Lot 8, Block 2
Santa Martina



CITY OF SOCORRO

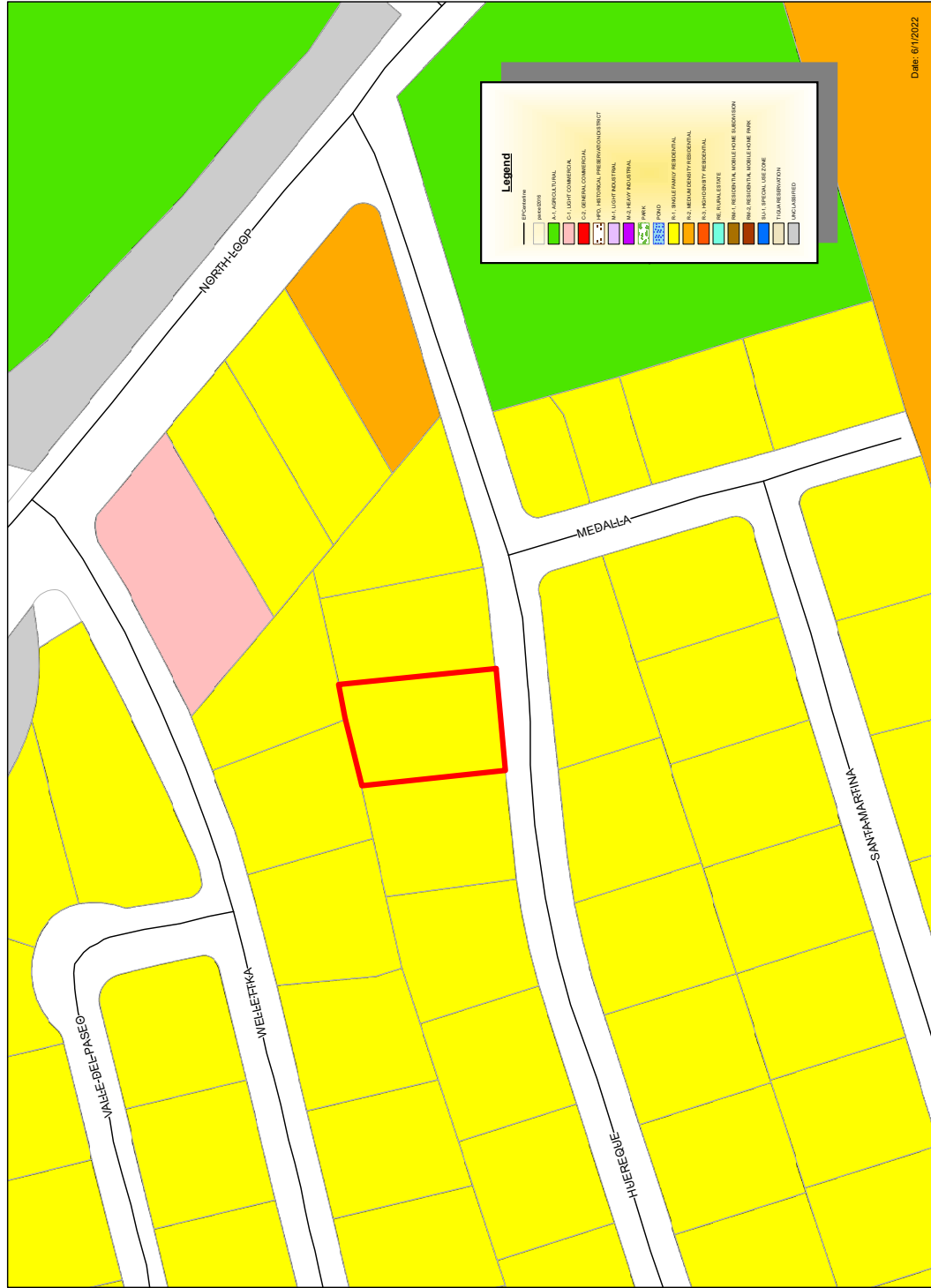


LOCATION MAP
Scale: AS SHOWN

Planning and Zoning Department

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

Zoning Map 471 Huereque Dr.

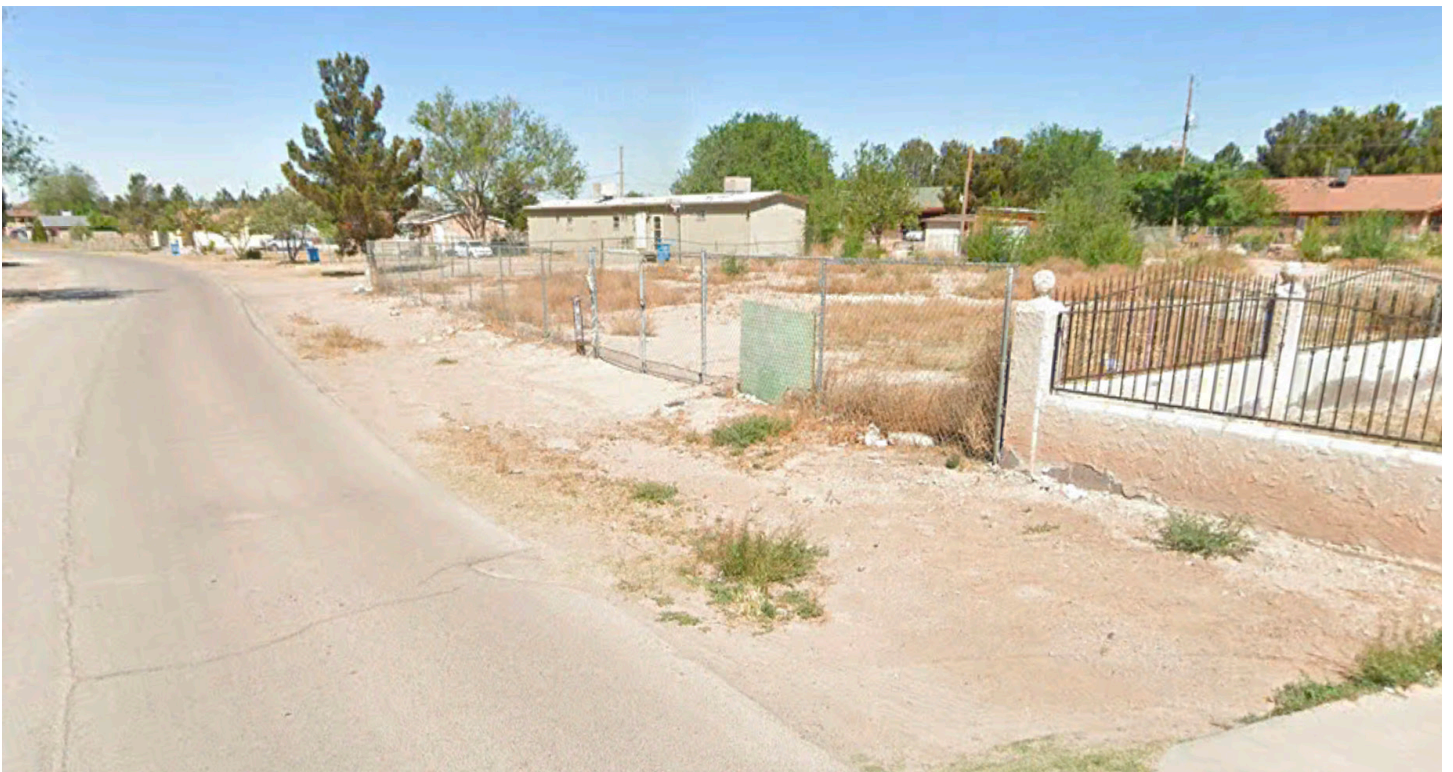


Date: 6/1/2022

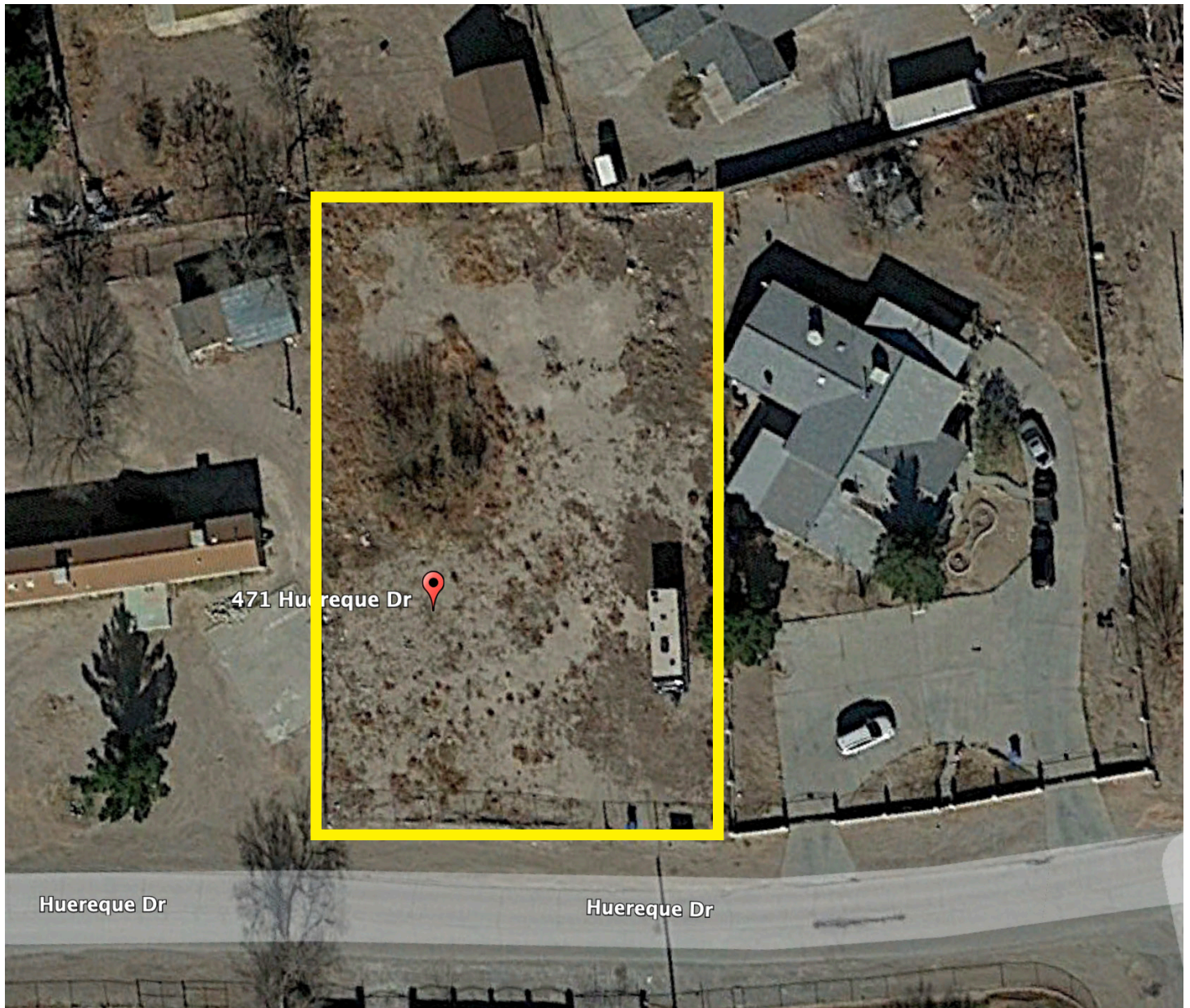


**CITY OF SOCORRO
PLANNING & ZONING
860 N. RIO VISTA
SOCORRO, TX, 79927**

SITE PICTURES



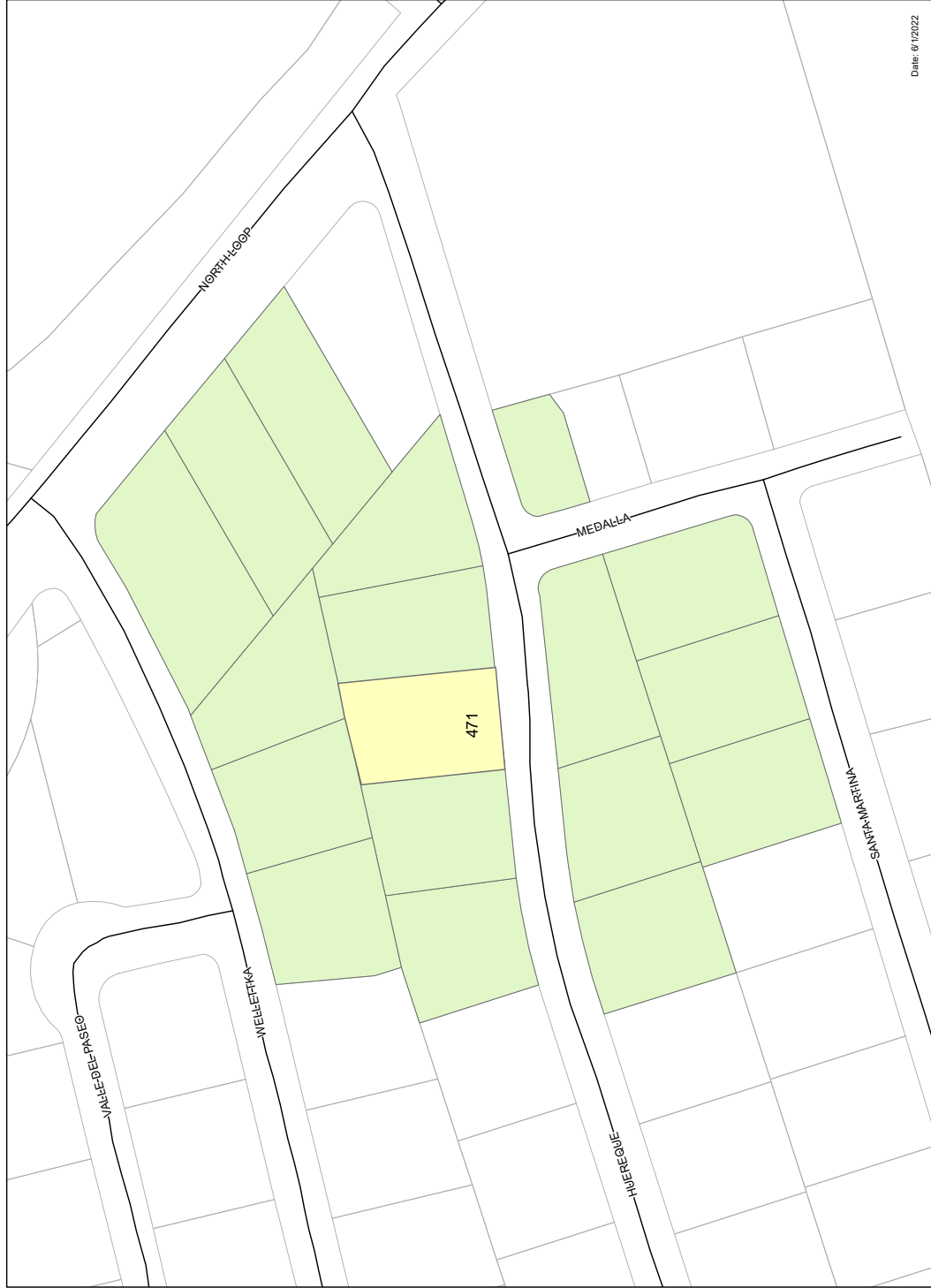
AERIAL PHOTO



An aerial photograph of a suburban neighborhood. A red pin is placed on a street labeled '471 Huereque Dr'. The street runs vertically through the center of the image. To the left of this street, there are several other streets including 'N Loop Dr', 'Anderson Rd', 'Mesa Drain Rd', 'Pamela Raye Rd', 'Coker Rd', 'Amy Couce', 'Leonor Duran St', 'Curt', 'Burman Rd', 'Palo Verde Dr', 'Blossom Rd', 'Roseville Dr', 'Middle Drain Rd', and 'Wetzel Dr'. To the right of the main vertical street, there are 'Valle Lindo Dr' and 'Wetzel Dr'. The area is characterized by brownish soil, some green patches, and numerous small buildings and houses. A yellow line runs diagonally across the middle of the image, possibly representing a utility line or a boundary. The overall layout shows a grid-like street pattern with some variations in block shapes.

PUBLIC NOTICES

200' Around 471 Huereque Dr.

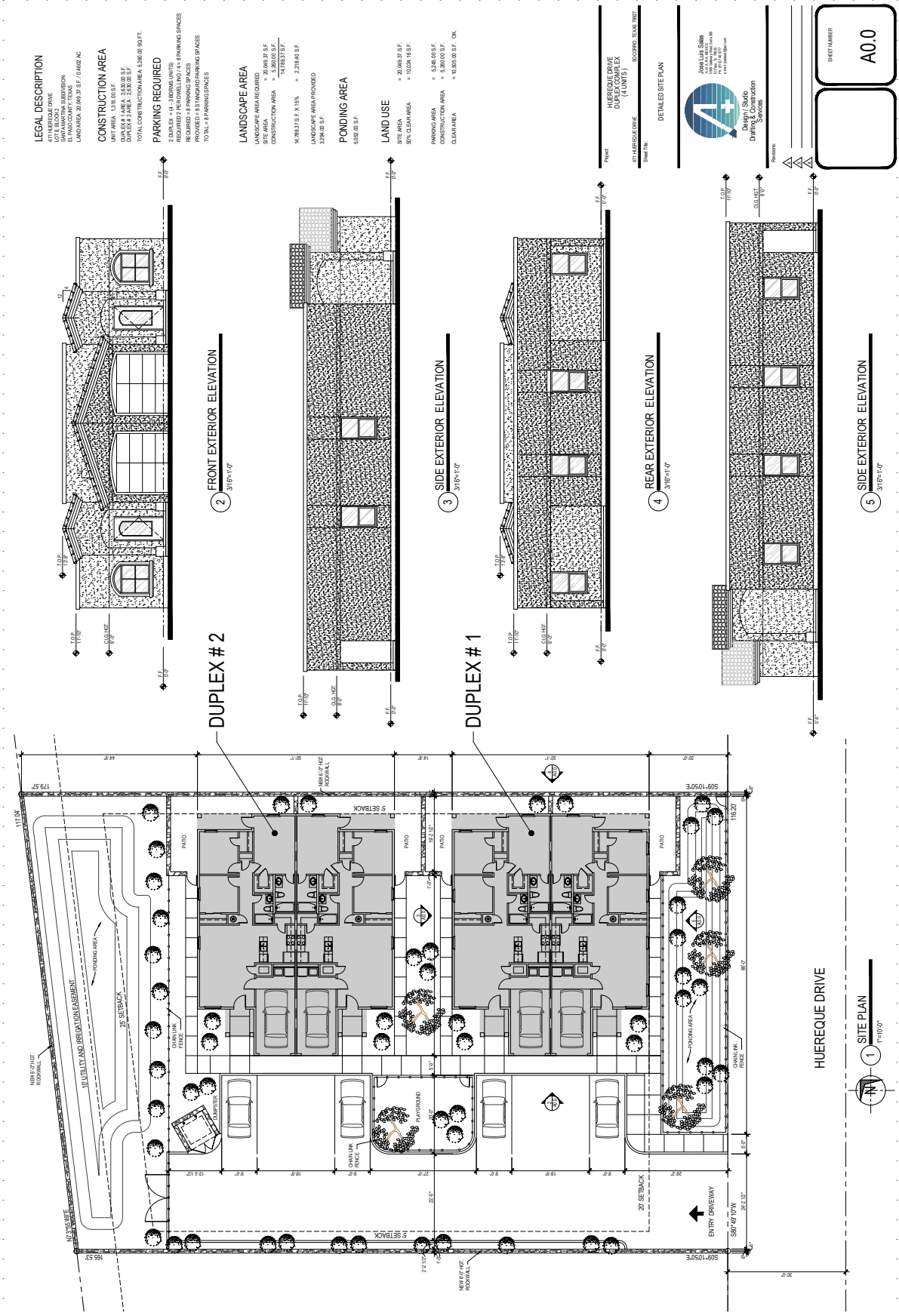


0 75 150 300 Feet

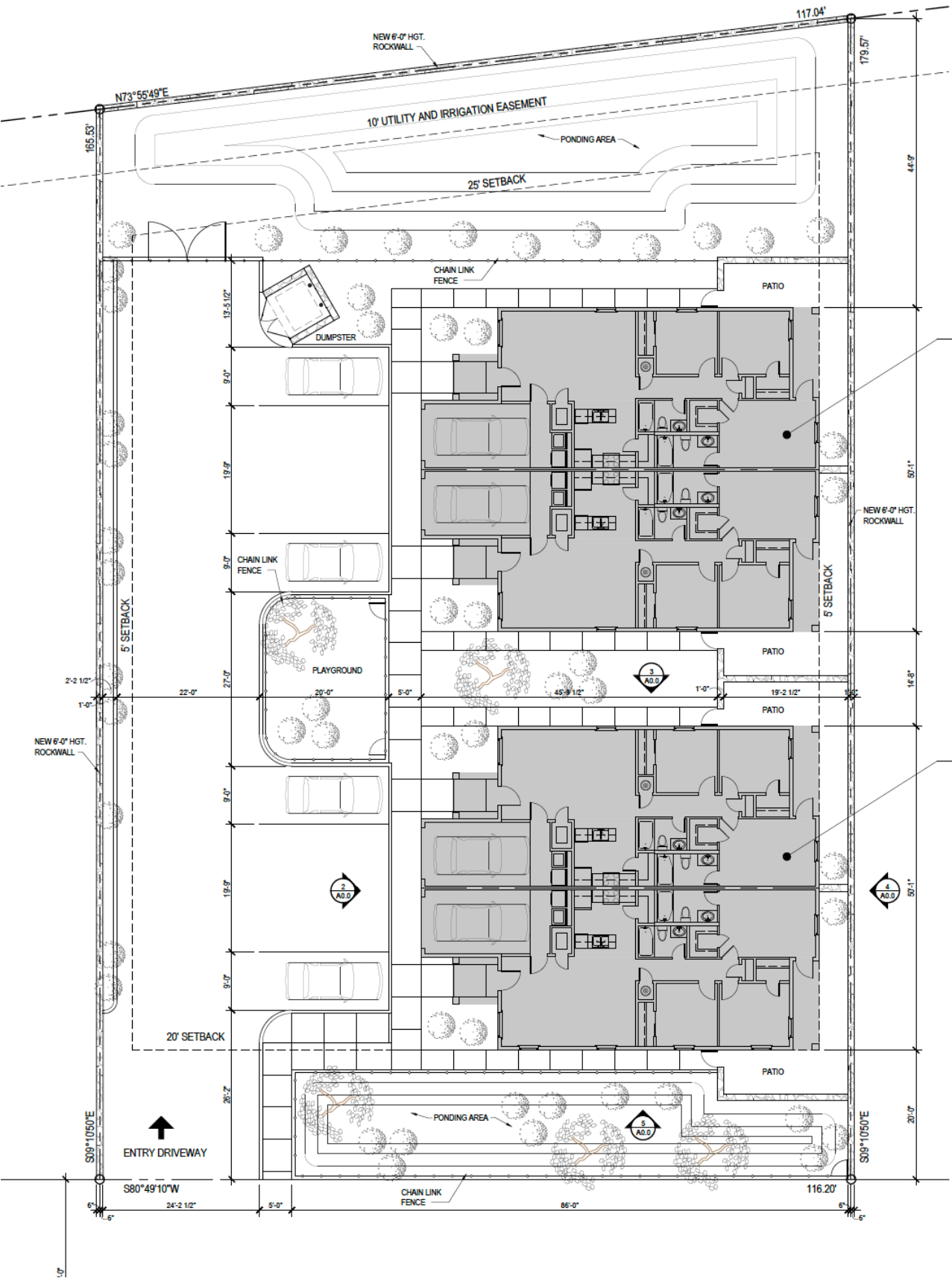

CITY OF SOCORRO
PLANNING DEPARTMENT
800 N. HOUSTON
SOCORRO, TN. 79927

Date: 6/1/2022

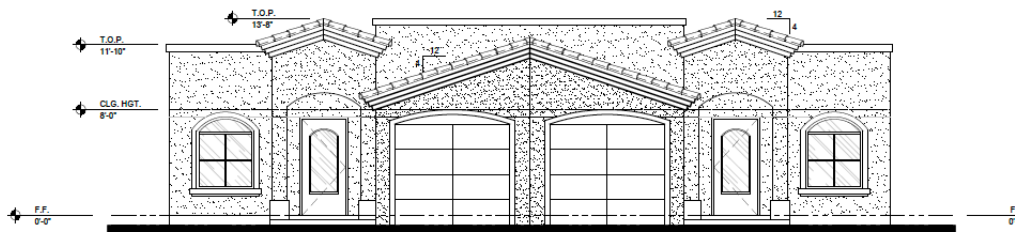
SITE PLAN



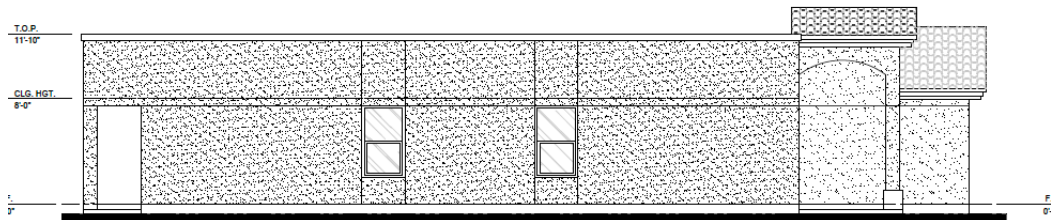
SITE PLAN



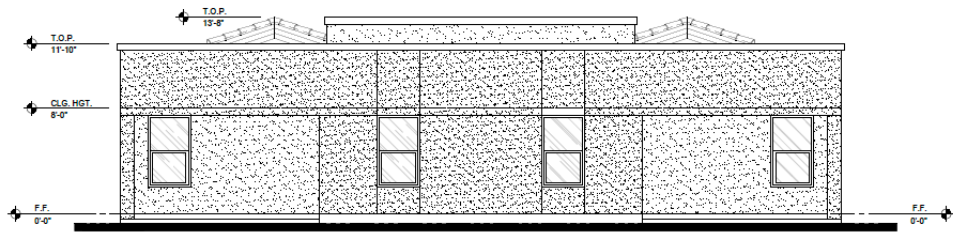
ELEVATIONS



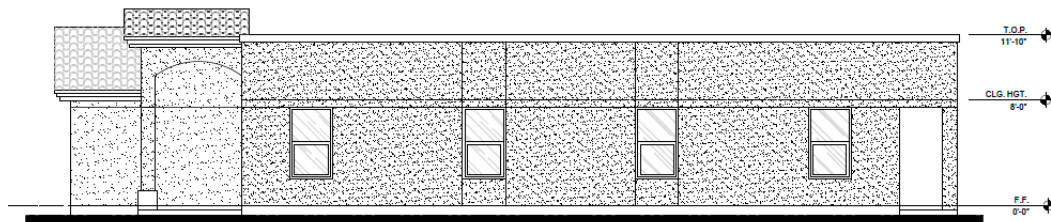
2 FRONT EXTERIOR ELEVATION
3/16"=1'-0"



3 SIDE EXTERIOR ELEVATION
3/16"=1'-0"



4 REAR EXTERIOR ELEVATION
3/16"=1'-0"



5 SIDE EXTERIOR ELEVATION
3/16"=1'-0"



**CITY OF SOCORRO
CITY COUNCIL
MEETING DATE: JULY 21, 2022**

**REZONING REQUEST STAFF
REPORT**

SUBJECT:

CALLING FOR A SECOND READING AND ADOPTION OF AN ORDINANCE TO ALLOW THE REZONING OF ROBERT E. NIX SURVEY NO. 302, ROBERT E. NIX SURVEY NO. 303; ROBERT E. NIX SURVEY NO. 304, CITY OF SOCORRO, TEXAS FROM UN-CLASSIFIED TO IC-MUD (INDUSTRIAL COMMERCIAL-MIXED USE DISTRICT).

NAME: EASTWIND INDUSTRIAL SITE

PROPERTY ADDRESS: Property is on I-10; No Address

PROPERTY LEGAL DESCRIPTION: Robert E. Nix Survey No. 302, Robert E. Nix Survey No. 303, Robert E. Nix Survey No. 304.

PROPERTY OWNER: Lower East Valley Holding Co., LLC

REPRESENTATIVE: Jorge Ascarate, CEA Group

PROPERTY AREA: ~185 Acres

CURRENT ZONING: Unclassified

CURRENT LAND USE: Vacant

FUTURE LAND USE MAP: Light Industrial

PROPOSED LAND USE: Warehousing

FLOOD MAP: According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0277-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST: Rezoning from Unclassified to IC-MUD to allow for warehousing use.

STAFF RECOMMENDATION: Staff recommends APPROVAL.

BOARD RECOMMENDATION: PNZ Commission will review case on July 19, 2022.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

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 A REZONING OF ROBERT E NIX SURVEY NO. 302, ROBERT E NIX SURVEY NO. 303, AND ROBERT E NIX SURVEY NO. 304, SOCORRO, TEXAS FROM UNCLASSIFIED TO IC-MUD (INDUSTRIAL COMMERCIAL-MIXED USE DISTRICT).

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, that the property at Robert E. Nix No. 302, Robert E. Nix Survey No. 303, and Robert E. Nix Survey No. 304, Socorro, Texas is granted a Rezoning from Unclassified to IC-MUD (Industrial Commercial-Mixed Use District).

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

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

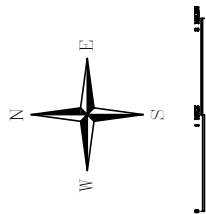
ATTEST:

Olivia Navarro, City Clerk

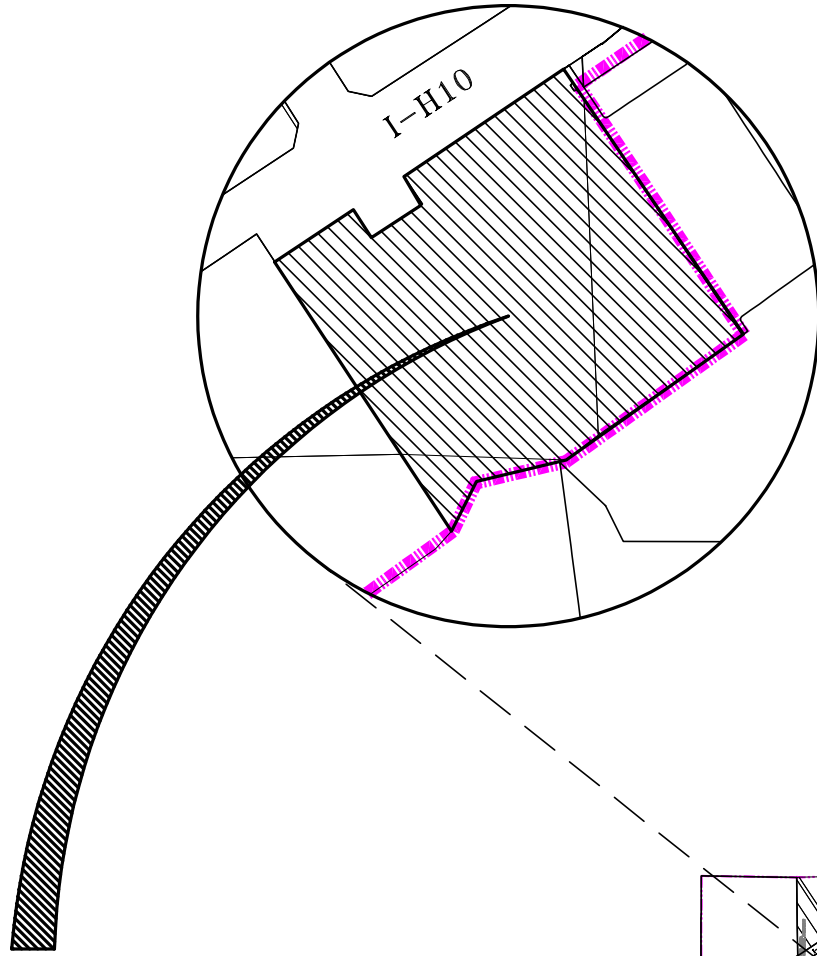
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

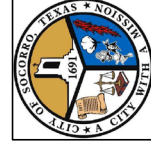
LOCATION MAP



PROJECT SITE;
Eastwind Industrial Site
Robert E. Nix Survey N0.302
Robert E. Nix Survey N0.303
Robert E. Nix Survey N0.304



CITY OF SOCORRO



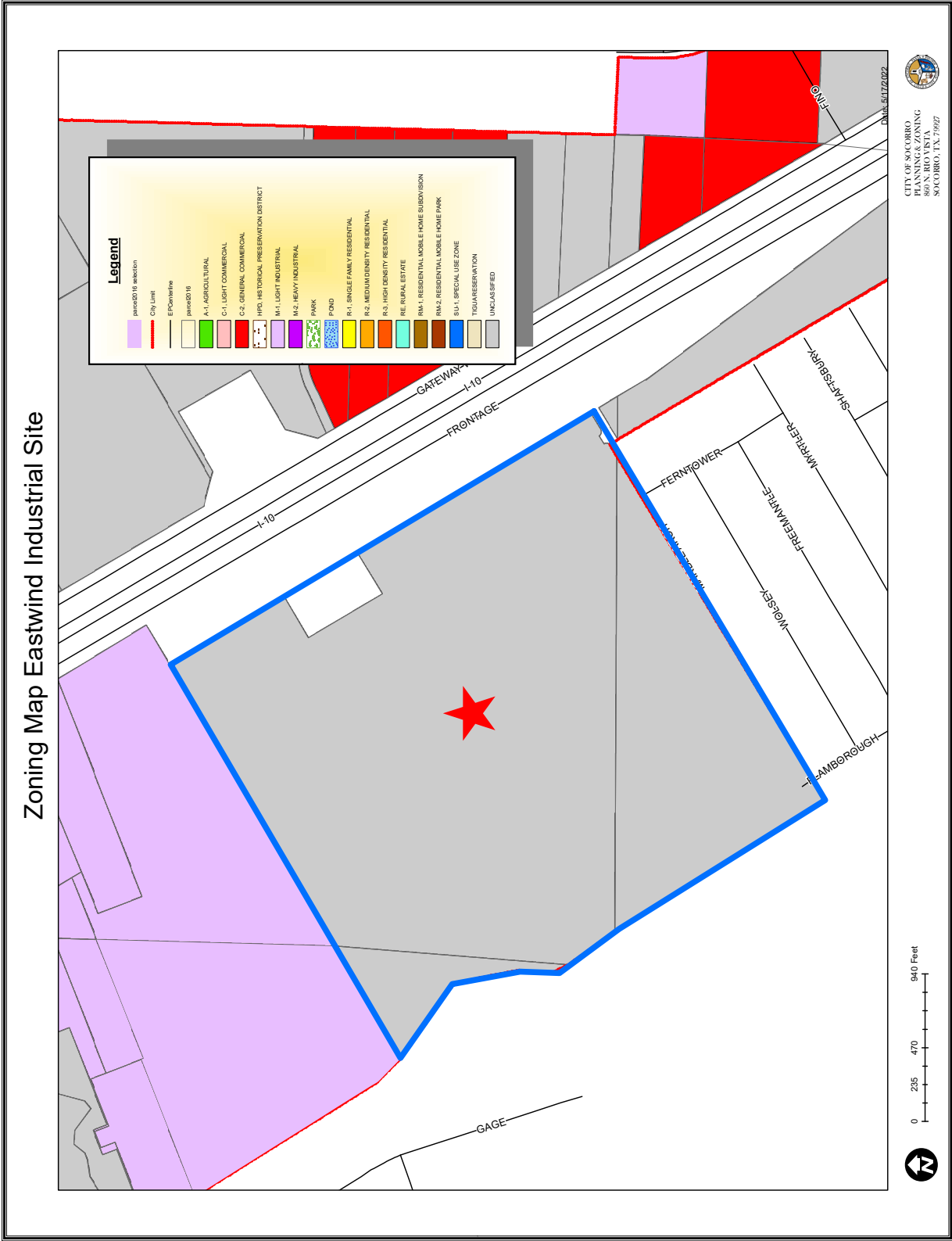
LOCATION MAP

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

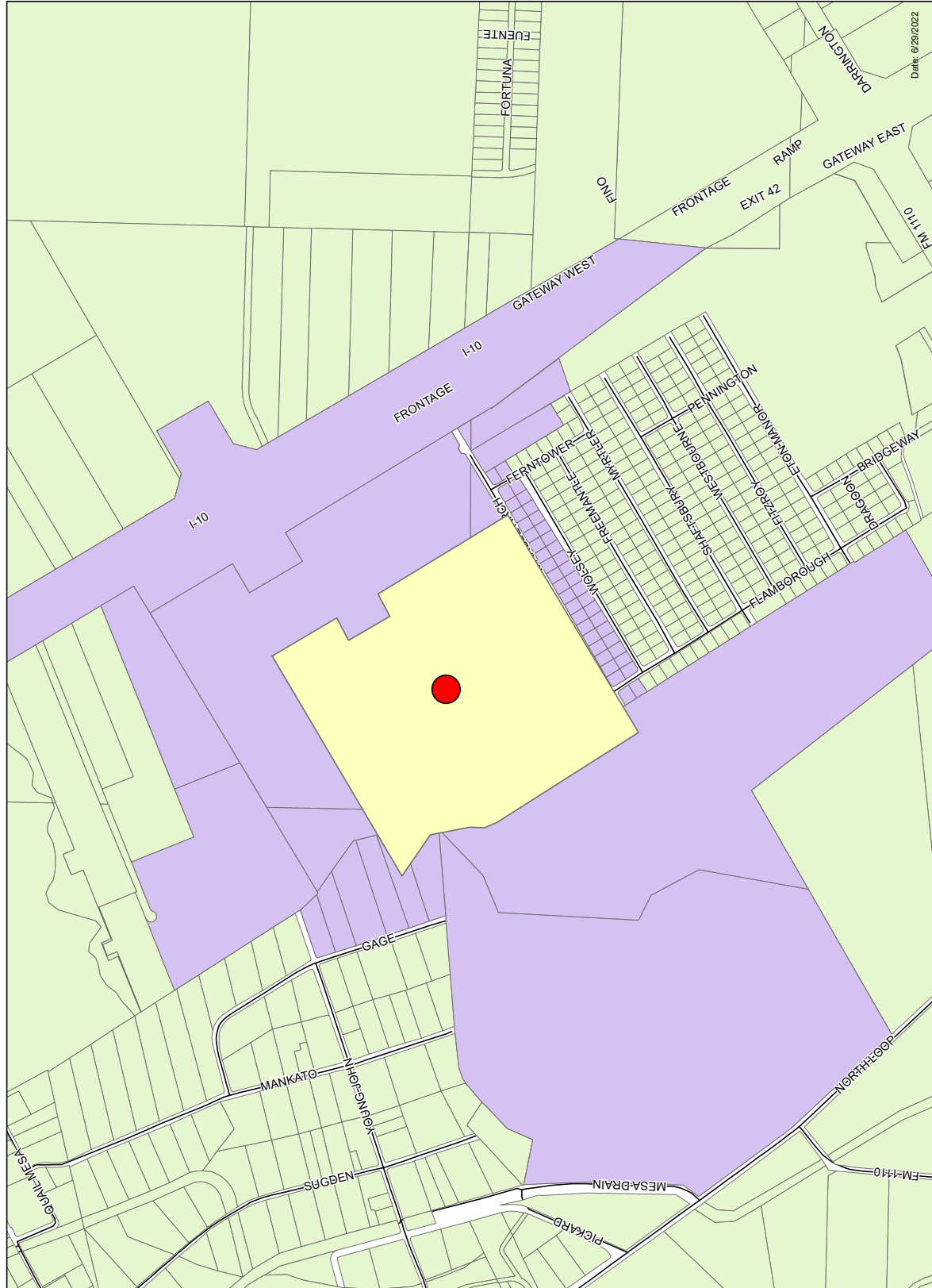


AERIAL PHOTO



PUBLIC NOTICES

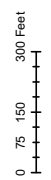
200' Around Eastwind Industrial Site



Date: 6/29/2022



CITY OF SOCORRO
PLANNING & ZONING
860 N. RIO VISTA
SOCORRO, TX 79097



SITE PLAN

EASTWIND INDUSTRIAL SITE

BEING A PARCEL OUT OF ROBERT E. NIX SURVEY NO. 302, ROBERT E. NIX SURVEY NO. 303 AND ROBERT E. NIX SURVEY NO. 304, IN EL PASO COUNTY, TEXAS, ACCORDING TO THE RESURVEY OF SAID ROBERT E. NIX SURVEY NO. 302, ROBERT E. NIX SURVEY NO. 303 AND ROBERT E. NIX SURVEY NO. 304 MADE BY EL PASO COUNTY, TEXAS CONTAINING 185.35 ACRES ±

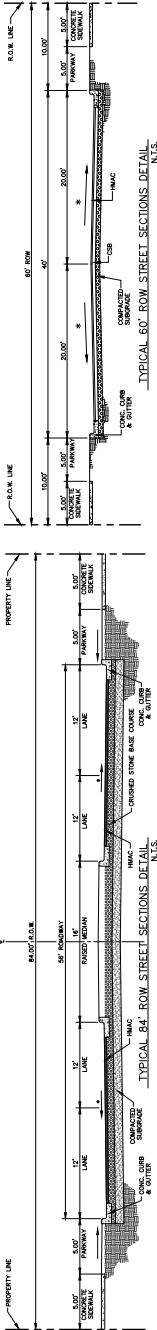
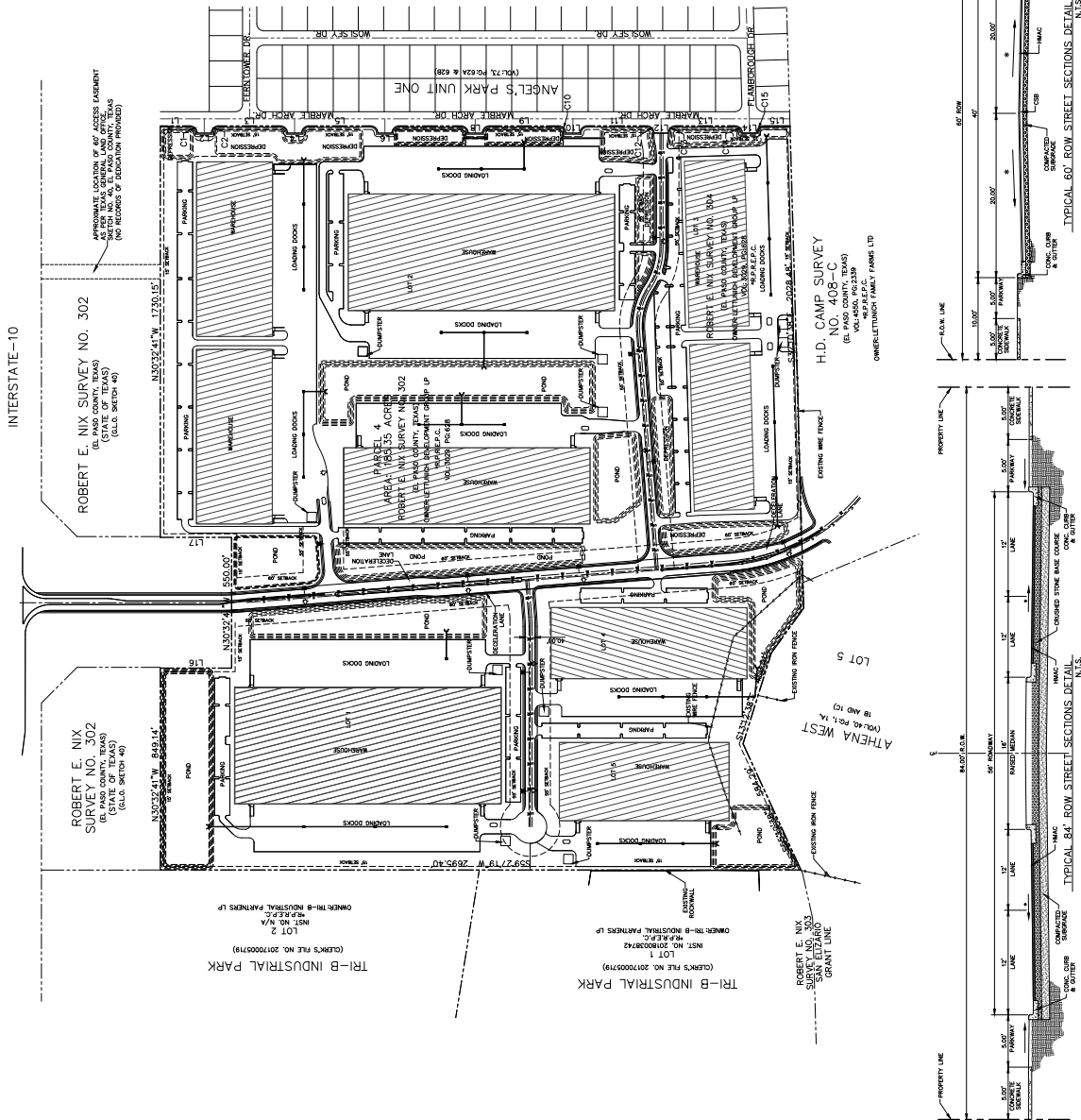
LINE TABLE				
LINE	BEARING	LENGTH	WYSE	DELTA
L1	N08°27'27"E	150.53	30.00	42.45°
L2	N08°27'27"E	150.53	30.00	42.45°
L3	N08°27'27"E	150.53	30.00	42.45°
L4	N08°27'27"E	150.53	30.00	42.45°
L5	N08°27'27"E	150.53	30.00	42.45°
L6	N08°27'27"E	150.53	30.00	42.45°
L7	N08°27'27"E	150.53	30.00	42.45°
L8	N08°27'27"E	150.53	30.00	42.45°
L9	N08°27'27"E	150.53	30.00	42.45°
L10	N08°27'27"E	150.53	30.00	42.45°
L11	N08°27'27"E	150.53	30.00	42.45°
L12	N08°27'27"E	150.53	30.00	42.45°
L13	N08°27'27"E	150.53	30.00	42.45°
L14	N08°27'27"E	150.53	30.00	42.45°
L15	N08°27'27"E	150.53	30.00	42.45°
L16	N08°27'27"E	150.53	30.00	42.45°
L17	N08°27'27"E	150.53	30.00	42.45°

CURVE TABLE				
CURVE	RADIUS	LENGTH	WYSE	BEARING
C1	30.00	47.12	30.00	42.45°
C2	30.00	47.12	30.00	42.45°
C3	30.00	47.12	30.00	42.45°
C4	30.00	47.12	30.00	42.45°
C5	30.00	47.12	30.00	42.45°
C6	30.00	47.12	30.00	42.45°
C7	30.00	47.12	30.00	42.45°
C8	30.00	47.12	30.00	42.45°
C9	30.00	47.12	30.00	42.45°
C10	30.00	47.12	30.00	42.45°
C11	30.00	47.12	30.00	42.45°
C12	30.00	47.12	30.00	42.45°
C13	30.00	47.12	30.00	42.45°
C14	30.00	47.12	30.00	42.45°
C15	30.00	47.12	30.00	42.45°
C16	30.00	47.12	30.00	42.45°
C17	30.00	47.12	30.00	42.45°
C18	30.00	47.12	30.00	42.45°
C19	30.00	47.12	30.00	42.45°
C20	30.00	47.12	30.00	42.45°

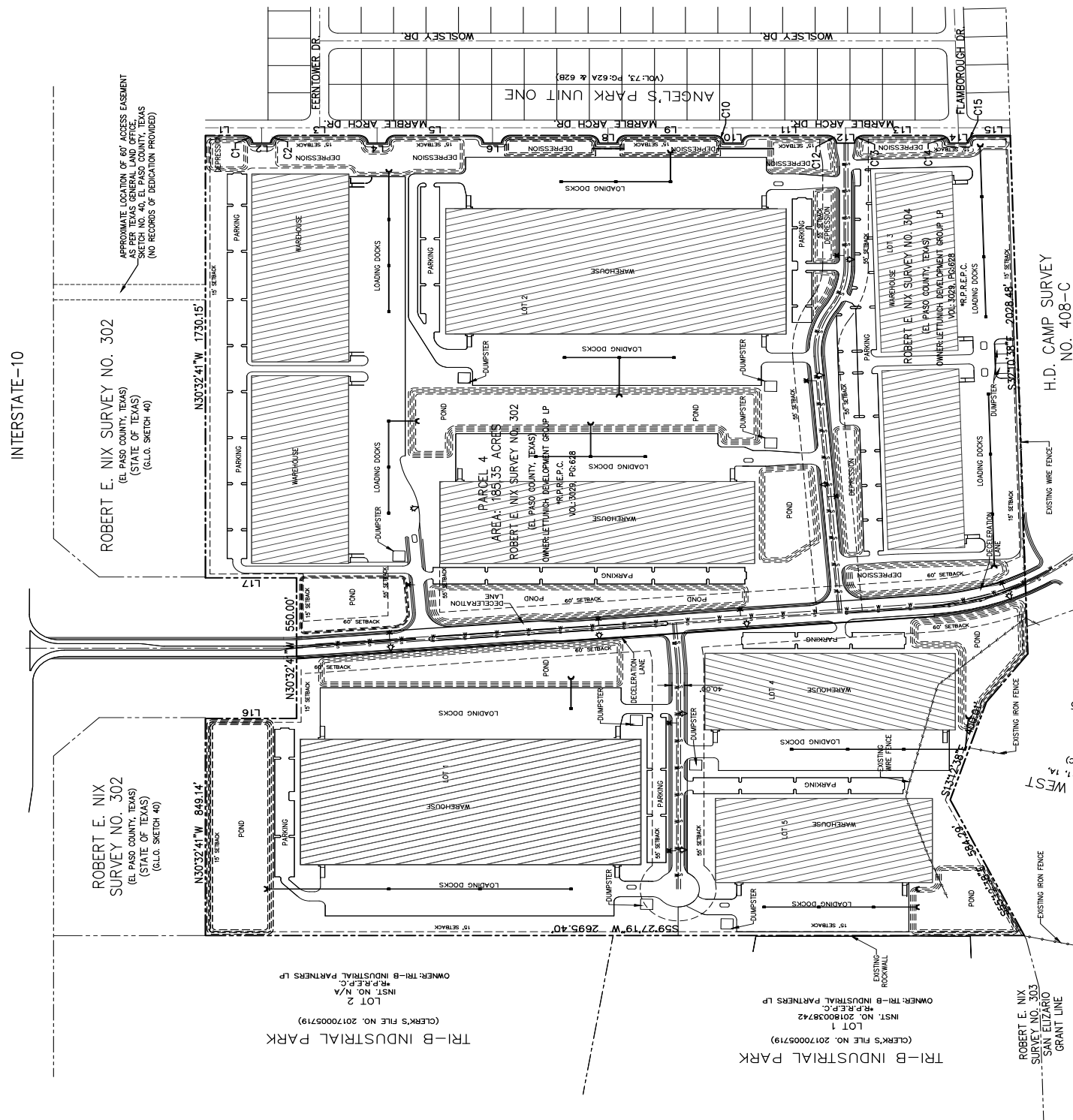
EASTWIND INDUSTRIAL COMMERCIAL SITE				
LOT	TOTAL AREA (AC)	PARCELS TOTAL	ACRES	FEET
LOT 1	32.60	24	24	24
LOT 2	32.60	24	24	24
LOT 3	32.60	24	24	24
LOT 4	32.60	24	24	24
LOT 5	32.60	24	24	24
LOT 6	32.60	24	24	24
LOT 7	32.60	24	24	24
LOT 8	32.60	24	24	24
LOT 9	32.60	24	24	24
LOT 10	32.60	24	24	24
LOT 11	32.60	24	24	24
LOT 12	32.60	24	24	24
LOT 13	32.60	24	24	24
LOT 14	32.60	24	24	24
LOT 15	32.60	24	24	24
LOT 16	32.60	24	24	24
LOT 17	32.60	24	24	24
LOT 18	32.60	24	24	24
LOT 19	32.60	24	24	24
LOT 20	32.60	24	24	24



CONCEPT PLAN



SITE PLAN



CITY OF SOCORRO



EASTWIND IC-MUD ZONING REQUEST

MAY 11, 2022

PREPARED FOR
LOWER EAST VALLEY HOLDING, LLC
2505 E. MISSOURI AVE., SUITE 300
EL PASO, TEXAS 79903

PREPARED BY
CEA GROUP
813 N. KANSAS ST., SUITE 300
EL PASO, TEXS 79902

Lower East Valley Holding, LLC. intends to sell a 185-acre parcel located within the City of Socorro to a Class A industrial entity. The 185-acre is in the fringe of the City of Socorro jurisdictional limits. The parcel is vacant and located directly off Interstate Highway No. 10. The primary access to the parcel will be from the eastbound frontage roads on Interstate Highway No. 10. It is intended to add approximately 1,500,000 sf of Class A industrial building. The square footage of the leasable area is subject to be modified based on the outcome of the new prospective buyers. The new industrial project will increase the City of Socorro tax base by the investment in the development plus the tenant's personal property and inventory taxes.

**City of Socorro
Zoning Checklist**

PART II-CODE OF ORDINANCES
CHAPTER 46-ZONING
ARTICLE IV-DISTRICT REGULATIONS
DIVISION 10 IC-/MUD INDUSTRIAL-COMMERCIAL MIXED-USE DEVELOPMENT

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.

Sec. 46-451. General Regulations

- (a) Area requirements. Each IC-MUD district shall be at least 10-acres in size
 - The project consists of 185-acre
- (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
 - The project does not abut any major/minor arterials or collector streets.
- (c) Permitted Uses.
 - (1) Wholesale and distributing facilities.
 - The Project will consist of distributing facilities.
 - (2) Enclosed manufacturing, compounding, assembling or treatment of articles.
 - (3) Public, private, and vocational schools, colleges, and universities.
 - (4) Public, 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.
 - The 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. It is the intent to meet the parking

- requirements. The prospective buyers may request a parking variance if the parking requirements can't be met for the industrial distribution facility.
- 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 the future 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.
- a. 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 filled 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 development plan.
 - (2) The location and type of all existing and planned structures on the site.
 - Reflected in our site development plan.
 - (3) Height of all structures.
 - Reflected in our site development plan.
 - (4) Proposed minimum area regulations including setbacks, lot sizes, depth, side yards, square footage of residential structures.
 - Reflected in our site development plan.
 - (5) The location of all on-site and proposed facilities for liquid and solid waste disposal.
 - It is not anticipated 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 development 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.
 - The site development shows some of the screening walls but the construction plans will show more accurate and in detail the locations of these items.

- (8) The location of all streams, ponds, drainage ditches, steep slopes, boundaries of floodway and flood plains and other supporting facilities that have been provided.
 - Reflected in our site development plan.
- (9) The location of all dumpsters.
 - Reflected in our site development plan.
- (10) The location of all fire hydrants.
 - Reflected in our site development plan. The final location of all fire hydrants will be shown in the construction drawings and will meet the required code.
- (11) The location of stormwater facilities.
 - Reflected in our site development plan. The exact size and location will be determined in the construction plans.
- (12) The location of all streets, private roads, alleys, and sidewalks, including proposed surface materials.
 - Reflected in our site development plan. The paving will consist of both HMAC and concrete.
- (13) The location of underground utility lines, including water, sewer, electric power, telephone, gas, and cable television.
 - Reflected in our site development plan. The exact size and location will be determined in the construction plans.
- (14) The location of all signs.
 - The 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 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 will be provided at the time of construction plans. It is expected to start grading the site 2022 and start vertical construction in 2023 with operations proceeding in 2024.
- (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 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 structure of 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 it is unclear the city's intent for the provision of open space in an IC-MUD zoning district, we will gladly discuss this with the city and welcome the city's thoughts and comments.
- (j) A traffic impact analysis is required.
 - A traffic impact study has been prepared and submitted to the City of Socorro for review and processing.
- (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)

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: July 7, 2022

TO: Mayor & Council

FROM: Carlos Gallinar

SUBJECT: CALLING FOR A SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 4. MEDIUM DENSITY RESIDENTIAL DISTRICT, SECTION 46-260 PERMITTED USES. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE.

SUMMARY

Ordinance Amendment to Chapter 46 Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 to modify setbacks for swimming pools.

BACKGROUND

City Council has directed staff to review this section of the City's Municipal Code.

STATEMENT OF THE ISSUE

Currently, the setbacks for swimming pools in this zoning district are too stringent and do not allow for practical use of the setback requirements.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION:

Staff recommends APPROVAL

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

ORDINANCE 543

AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 4. MEDIUM DENSITY RESIDENTIAL DISTRICT, SECTION 46-260 PERMITTED USES. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE.

WHEREAS the City of Socorro desires to and believes it is in the best interest of the City to amend Chapter 46. Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 Permitted Uses, to provide for the safety, general welfare, and health of the residents within the City of Socorro, Texas.

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

Section 1. That Chapter 46 Zoning, be revised as follows:

Chapter 46. Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 Permitted Uses:

(8). A private swimming pool is permitted only when a protective fence four feet in height is provided around the yard, lot, or pool area. The pool shall be no closer than five feet from any property line and approval from all utilities is required to ensure safety.

Section 2. Except as expressly herein amended, Chapter 46 (Zoning) of the Code of Ordinances of the City of Socorro, Texas, shall remain in full force and effect.

Section 3. Savings/Repealing Clause.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 4. Severability Clause.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Socorro hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 5. Publication/Effective Date.

This ordinance shall take effect immediately from and after is passage and publication of the caption, as required by law.

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

Introduction and First Reading: July 7, 2022
Second Reading and Adoption: July 21, 2022

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: July 7, 2022

TO: Mayor & Council

FROM: Carlos Gallinar

SUBJECT: CALLING FOR A SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 5. HIGH DENSITY RESIDENTIAL DISTRICT, SECTION 46-291 PERMITTED USES. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE.

SUMMARY

Ordinance Amendment to Chapter 46 Zoning, Article IV. District Regulations, Division 5. High Density Residential District, Section 46-291 to modify setbacks for swimming pools.

BACKGROUND

City Council has directed staff to review this section of the City's Municipal Code.

STATEMENT OF THE ISSUE

Currently, the setbacks for swimming pools in this zoning district are too stringent and do not allow for practical use of the setback requirements.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION:

Staff recommends APPROVAL

Ivy Avalos
Mayor

Ruben Reyes
At-Large/ Mayor Pro Tem

Cesar Nevarez



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 5. HIGH DENSITY RESIDENTIAL DISTRICT, SECTION 46-291 PERMITTED USES. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE.

WHEREAS the City of Socorro desires to and believes it is in the best interest of the City to amend Chapter 46. Zoning, Article IV. District Regulations, Division 5. High Density Residential District, Section 46-291 Permitted Uses, to provide for the safety, general welfare, and health of the residents within the City of Socorro, Texas.

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

Section 1. That Chapter 46 Zoning, be revised as follows:

Chapter 46. Zoning, Article IV. District Regulations, Division 4. Medium Density Residential District, Section 46-260 Permitted Uses:

(6). A private swimming pool is permitted only when a protective fence four feet in height is provided around the yard, lot, or pool area. The pool shall be no closer than five feet from any property line and approval from all utilities is required to ensure safety.

Section 2. Except as expressly herein amended, Chapter 46 (Zoning) of the Code of Ordinances of the City of Socorro, Texas, shall remain in full force and effect.

Section 3. Savings/Repealing Clause.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 4. Severability Clause.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Socorro hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 5. Publication/Effective Date.

This ordinance shall take effect immediately from and after its passage and publication of the caption, as required by law.

READ, APPROVED AND ADOPTED this 21 day of July 2022.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

Introduction and First Reading: July 7, 2022
Second Reading and Adoption: July 21, 2022

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

July 15, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

Discussion and action to enter into a contract with the Texas Historical Commission for the recently awarded FY 2022 Certified Local Government grant number TX-22-004.

SUMMARY

The City of Socorro must approve the grant contract in order to receive the grant award and participate in the FY 2022 Certified Local Government grant program.

STATEMENT OF THE ISSUE

The City of Socorro was awarded \$30,000 in grant funding from the Texas Historical Commission for the Rio Vista Farm rehabilitation project. City Council must approve the grant contract in order to receive the grant award and participate in the FY 2022 Certified Local Government grant program.

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 entering into a contract with the Texas Historical Commission for the recently awarded FY 2022 Certified Local Government grant number TX-22-004.

STAFF RECOMMENDATION

APPROVE – City Council WILL approve entering into a contract with the Texas Historical Commission for the recently awarded FY 2022 Certified Local Government grant number TX-22-004.

REQUIRED AUTHORIZATION

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

**FISCAL YEAR 2022 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-22-004**

Catalog of Federal Domestic Assistance Number - CFDA# 15.904

I. Parties

The parties of this contract ("Contract") are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and the **City of Socorro** hereinafter referred to as Grantee.

II. Purpose

This Contract is entered into pursuant to a grant made to the Commission for fiscal year **2022** by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966 and as amended, P.L. 89-665 (54 U.S.C. 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

III. Services to be Provided

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of the Commission and the Project Proposal, as stipulated in the **Expected Products of a Predevelopment Project** (Attachment B). Grantee will prepare a rehabilitation and phasing plan documents for fourteen of the twenty existing structures at the Rio Vista Farm Complex National Register site as prescribed in the grant application. The Grantee will complete a Completion Report (Attachment H) at the end of the project.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C)**, as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual, 2 CFR Part 200.317-200.326, 43 CFR 12.940-12.948, and 43 CFR 12.76 (See **Attachment N**). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to the Commission with this Contract. Similarly, all consultants, subcontractors, and subrecipients retained by the Grantee must sign the **Assurances for Consultants, Subrecipients or Subcontractors (Attachment D.1)**. In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

IV. Amount of the Contract

The total amount of this Contract shall not exceed **\$30,000**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this Contract is subject to the availability of those funds.

V. Period

This Contract shall commence on **April 26, 2022** and shall terminate on **December 31, 2024**. It is further agreed that all work associated with this project shall be completed by **September 30, 2024** and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2024**.

An extension for completing products stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by the Commission no later than **December 31, 2024**. All expenses incurred by the Grantee associated with work completed after **September 30, 2024** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)** at any time between **April 26, 2022** and **August 31, 2024** at the option of the Commission.

VI. Independent Contractor Status; Indemnity and Hold Harmless Agreement

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not employees of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

If the Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of the Grantee or any of the Grantee's subcontractors shall be considered to be solely the employees or agents of the Grantee or Grantee's contractors. The Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. **TO THE EXTENT ALLOWED BY LAW, THE GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF, OR RESULTING FROM ANY ACTS, PERFORMANCE, OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE FAILURE TO PAY A SUBCONTRACTORS. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS**

ATTORNEY GENERAL. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

VII. Documentation and Payment

The Grantee may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. The Grantee will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at <http://www.thc.texas.gov/clg-grant-quarterly-report-form>, on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project, and provide a timeline and status of the overall project. The Grant Product Quarterly Reports will be due on **August 31, 2022, December 31, 2022, April 30, 2023, August 31, 2023, December 31, 2023, April 30, 2024, and August 31, 2024**. The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. **Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to **\$30,000** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$30,000** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by the Commission until the following have occurred: (a) Commission review of the draft project material, products and deliverables and the Commission's comments are incorporated therein; (b) receipt of two (2) final reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

The Commission shall only reimburse costs incurred and paid by the Grantee during the term of this grant. The Commission shall only reimburse the Grantee for employee costs that are directly related to performing the responsibilities of this grant.

VIII. Generally Accepted Accounting Principles or Other Recognized Accounting Principles

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

IX. Refunds and Deductions

If the Commission determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of the Commission reimbursement identified by the Commission as

an overpayment. The Commission may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by the Commission to the Grantee. The Commission may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The Grantee shall refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.

X. Required Reports; Cooperation; Notification of Changes in Organization

The Grantee shall forward to the Commission the applicable reports on forms as specified by the Commission or as required under Attachment B. The Grantee shall ensure that it files each document or form required by the Commission in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that the Grantee is required to forward to the Commission shall be promptly forwarded. From time to time, the Commission may require additional information from the Grantee.

The Grantee shall cooperate fully with the Commission. In addition to the information contained in the required reports, other information may be required as requested by the Commission.

The Grantee shall submit, within ten (10) business days, notice to the Commission of any change of the following: Grantee's name; contact information; key personnel, officer, director, or partner; organizational structure; legal standing; or authority to do business in Texas. The Grantee shall promptly notify the Commission, preferably in advance, of a change in address or main telephone number of the Grantee. A change in the Grantee's name requires an amendment to the grant.

XI. Standards for Financial and Programmatic Management

The Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the Commission; compliance with Commission rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the Commission's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

The Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

XII. Corrective Action Plan

If the Commission finds deficiencies in Grantee's performance under this grant, the Commission, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant amount; and/or terminate this grant. The foregoing are not exclusive remedies, and the Commission may impose other requirements that the Commission determines will be in the best interest of the State.

XIII. Ownership of Products and Deliverables of this Contract

All material, concepts, and products including but not limited to all software, software tools, reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, forms, user-inputted data, records created or maintained in any database repository, or other products ("Deliverables") that are produced, developed or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of the Commission, and all rights, title and interest, including all intellectual property rights to these products and Deliverables shall vest in , and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in the Commission, or such work may not be considered a work made for hire, all rights, title and interest therein, including all intellectual property rights, are hereby irrevocably assigned to the Commission, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to the Commission upon request.

The Commission hereby grants, and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner the Commission deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that National Park Service ("NPS") is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use: (1) the copyright in any work, products, or Deliverable developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, a minimum of two (2) copies of all final products and completion reports, if applicable (Attachment H) are to be supplied to the Commission before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

XIV. Termination

Termination for Convenience. Either party may, at its sole discretion, terminate this Contract without recourse, liability, or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by the Commission for work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by the Commission, in accordance with the terms of the Contract. Final invoices shall be submitted to the Commission no later than 30 days following the date of termination of this Contract.

Termination for Cause. In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions, and provisions of this Contract of the HPF Grants Manual, the Commission may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

XV. Applicable Laws

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the Certified Local Government grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: http://www.nps.gov/history/local-law/arch_stnds_0.htm.

XVI. Audit and Records Retention

The Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Grantee must maintain and retain all records relating to the performance of the grant including, but not limited to, administrative, financial, procurement, reporting, and any other grant-related records and supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the Grantee for a period of seven (7) years following the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

The Commission reserves the right to direct the Grantee to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The Grantee must include the substance of this clause in all subawards and subcontracts.

The Grantee will provide full access to these records to the Commission as well as any authorized Federal, state, or independent auditors, to examine their contents and procedures to verify compliance with Federal and state regulations.

United States Code of Federal Regulations [2 CFR 200, Subpart F](#), requires that all non-Federal entities that expend \$750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the [Federal Audit Clearinghouse](#) along with a data collection form (Form SF-SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at govs.facs@census.gov.

The Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of [2 CFR 200](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

XVII. Contract Not Entitlement or Right

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the contract is void, unless a written amendment is first executed. The Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this Contract.

XVIII. Funding Limitation

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this grant. The Grantee agrees that funding for this Contract is subject to the actual receipt by the Commission of grant funds (state and/or federal) appropriated to the Commission. The Grantee agrees that the grant funds, if any, received from the Commission are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Commission for the purpose of this Contract. **The Grantee agrees that notwithstanding any other provision of this Contract, if the Commission is not appropriated the funds or if the Commission does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to the Commission for this grant program are required by the state or federal government to be reallocated, the Commission is not liable to pay the Grantee any remaining balance on this Contract.**

XIX. State Auditor

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee related to this Contract.

XX. Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under this Contract.

XXI. Standard Federal and State Grant Certifications

Compliance With Law, Rules, and Requirements. The Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established, including but not limited to the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter 783, as amended. The Grantee also agrees to comply with the HPF Grants Manual, 2007 and as updated, the Texas Grant Management Standards (TxGMS), as promulgated by the Texas Comptroller's Office. In addition, the Grantee represents and warrants that it will comply with all requirements imposed by the Commission concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to the Grantee, the more restrictive requirement applies.

Contract Oversight. Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Cybersecurity Training Programs. Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Commission pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension. Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies. Grantee agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disclosure of Violations of Federal Criminal Law. Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties. Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an

executive of the Commission, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of the Commission, then Grantee shall provide the following information to the Commission: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with the Commission, and the date of employment with the Commission.

Law Enforcement Agency Grant Restriction. If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority. Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the application for this grant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Contract and to provide such additional information as may be required.

Limitations on Grants to Units of Local Government. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

Lobbying Expenditure Restriction. Grantee represents and warrants that the Commission's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

Open Meetings. If the Grantee is a governmental entity, the Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Political Polling Prohibition. The Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban. The Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If the Grantee is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, the Grantee must immediately disclose the lawsuit and its current posture to the Commission.

Reporting Suspected Fraud and Unlawful Conduct. The Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

Subaward Monitoring. The Grantee represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

XXII. Conflicts of Interest; Disclosure of Conflicts

The Grantee has not given or offered to give, nor does the Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the Commission, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. The Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. The Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, the Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Contract. If circumstances change during the course of the Contract, including discovery of any existing or potential conflicts of interest relative to the Grantee's performance under this Contract, the Grantee must disclose and shall promptly notify the Commission, in writing, within fifteen (15) calendar days of discovery of the change or conflict.

XXIII. No Waiver of Sovereign Immunity

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the Commission or the State of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.

XXIV. Confidentiality and Public Information Act

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that the Commission will comply with the Texas Public Information Act, (Texas Government Code, Chapter 552) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible the public at no additional charge to the State. The Commission agrees to notify the Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. The Grantee will cooperate with the Commission in the production of documents responsive to the request.

The Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the Commission's access to such records and other information.

XXV. Compliance with Regulatory and Licensing Bodies

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the

Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

XXVI. Amendment

This grant shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this grant shall be binding upon the parties and presumed to be supported by adequate consideration.

XXVII. Entire Agreement, Including all Exhibits

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

XXVIII. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the parties to resolve any dispute arising under this Contract.

XXIX. Notices

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

ATTACHMENTS

The following documents are included in and shall be a part of this Contract for all purposes:

- ☐ Attachment A: Project Notification
- ☒ Attachment B: Expected Products of **Predevelopment Project**
- ☒ Attachment C: 36 CFR 61, Professional Qualifications Standards
- ☒ Attachment D: DI Form 1350, Civil Rights Assurance
- ☒ Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors
- ☒ Attachment E: Certified Local Government (CLG) Contract Amendment Form
- ☒ Attachment F: Reimbursement Request Procedures
- ☐ Attachment G: Grant of Easement
- ☒ Attachment H: Completion Report
- ☐ Attachment I: Equal Opportunity Clause
- ☐ Attachment I.1: Equal Opportunity Clause for Construction Projects
- ☐ Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- ☐ Attachment K: Certification of Non-Segregated Facilities
- ☐ Attachment L: Construction Specification Terms
- ☒ Attachment M: Estimated Project Budget
- ☒ Attachment N: Subcontracts

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing are expressly authorized to obligate the parties to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

GRANTEE:

Signature

Signature

Mark Wolfe, Executive Director

Typed Name & Title

Typed Name & Title

Date

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

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

July 15, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

Discussion and action to ratify Funding Agreement Amendment #2 for the existing Texas Historical Commission Texas Preservation Trust Fund Agreement for Project Number TPTF-20-002-P-0.

SUMMARY

The City of Socorro must ratify Amendment #3 for the existing contract with the Texas Historical Commission's Texas Preservation Trust Fund for the Rio Vista Farm rehabilitation project.

STATEMENT OF THE ISSUE

The City of Socorro entered into a contract with the Texas Historical Commission as part of a grant award under the Texas Preservation Trust Fund Program. An amendment was signed extending the deadline to submit a final application for payment until August 31, 2022. This amendment will allow contract architects and the City to complete a final review of plans and specifications to be submitted to the THC as part of the grant product deliverables.

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 ratify Funding Agreement Amendment #2 for the existing Texas Historical Commission Texas Preservation Trust Fund Agreement for Project Number TPTF-20-002-P-0.

STAFF RECOMMENDATION

APPROVE – City Council WILL ratify Funding Agreement Amendment #2 for the existing Texas Historical Commission Texas Preservation Trust Fund Agreement for Project Number TPTF-20-002-P-0.

REQUIRED AUTHORIZATION

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

FUNDING AGREEMENT AMENDMENT #2
Project Number: TPTF-20-002-P-0

TEXAS HISTORICAL COMMISSION
TEXAS PRESERVATION TRUST FUND FUNDING AGREEMENT
July 1, 2022

The funding agreement between the Texas Historical Commission and City of Socorro for the Rio Vista Farm project is hereby amended as follows:

ARTICLE VII
REIMBURSEMENT

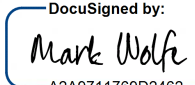
7.06 The deadline to incur project expenses and make final application for payment is August 31, 2022. If an extension is needed, a written request by the Grant Recipient must be received by the THC at least 14 days prior to the August 31 deadline.

All other provisions of this contract shall remain unchanged and in full force and effect.

The terms of this contract and the amendment thereto are accepted by the parties to the contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract and the amendment thereto.

This Amendment shall become active on the date of the last signature.

TEXAS HISTORICAL COMMISSION

By: 
A2A9741769D2462...

Mark Wolfe

Title: Executive Director

Date: 7/8/2022

CITY OF SOCORRO

By: 

Ivy Avalos

Title: Mayor

Date: 7-7-22



**CITY OF SOCORRO
CITY COUNCIL
MEETING DATE: JULY 21, 2022**

**SUBDIVISION COMBINATION PLAT APPROVAL
& VARIANCES REQUEST
STAFF REPORT**

SUBJECT:

APPROVAL OF PRELIMINARY AND FINAL SUBDIVISION PLATS (COMBINATION) AND VARIANCES REQUESTS.

NAME:

CAMPUZANO SUBDIVISION

PROPERTY ADDRESS:

800 S. Horizon Blvd.

**PROPERTY LEGAL
DESCRIPTION:**

Being all of tract 4C1F, Block 3, Socorro Grant

PROPERTY OWNER:

Juan Campuzano

REPRESENTATIVE:

Sal Masoud, Del Rio Engineering, Inc.

PROPERTY AREA:

2.9 Acres

CURRENT ZONING:

A-1 (Agricultural)

CURRENT LAND USE:

Single Family Home / Vacant Horse Stable

FUTURE LAND USE MAP:

Commercial

PROPOSED LAND USE:

Same As Current

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:

To subdivide one parcel of land into two parcels (lot split). And to allow for three variances for Lot 1: 1. Allow a shorter front yard setback for both the house and garage, 2. Allow a shorter side setback on the house, and 3. Allow a shorter side setback on the garage.

STAFF RECOMMENDATION:

Staff recommends APPROVAL.

BOARD RECOMMENDATION:

PNZ voted to APPROVE on June 21, 2022.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

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 CAMPUZANO SUBDIVISION, BEING ALL OF TRACT 4C1F, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS. AND APPROVING THE FOLLOWING VARIANCES FOR LOT 1: 1. ALLOW A 40.1' FRONT YARD SETBACK FOR THE HOUSE AND A 41.4' FRONT YARD SETBACK FOR THE GARAGE, 2. ALLOW A 1.4' SIDE YARD SETBACK FOR THE HOUSE, AND 3. ALLOW 7.5' SIDE YARD SETBACK FOR THE GARAGE.

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

That the property being all of Tract 4C1F, Block 3, 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 and the following variances for Lot 1: 1. To allow for a 40.1' front yard setback for the house and a 41.4' front yard setback the garage, 2. Allow a 1.4' side yard setback for the house, and 3. Allow a 7.5' side yard setback for the garage.

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

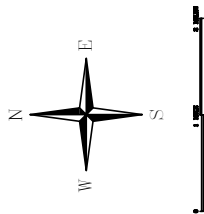
CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

LOCATION MAP



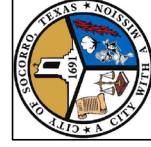
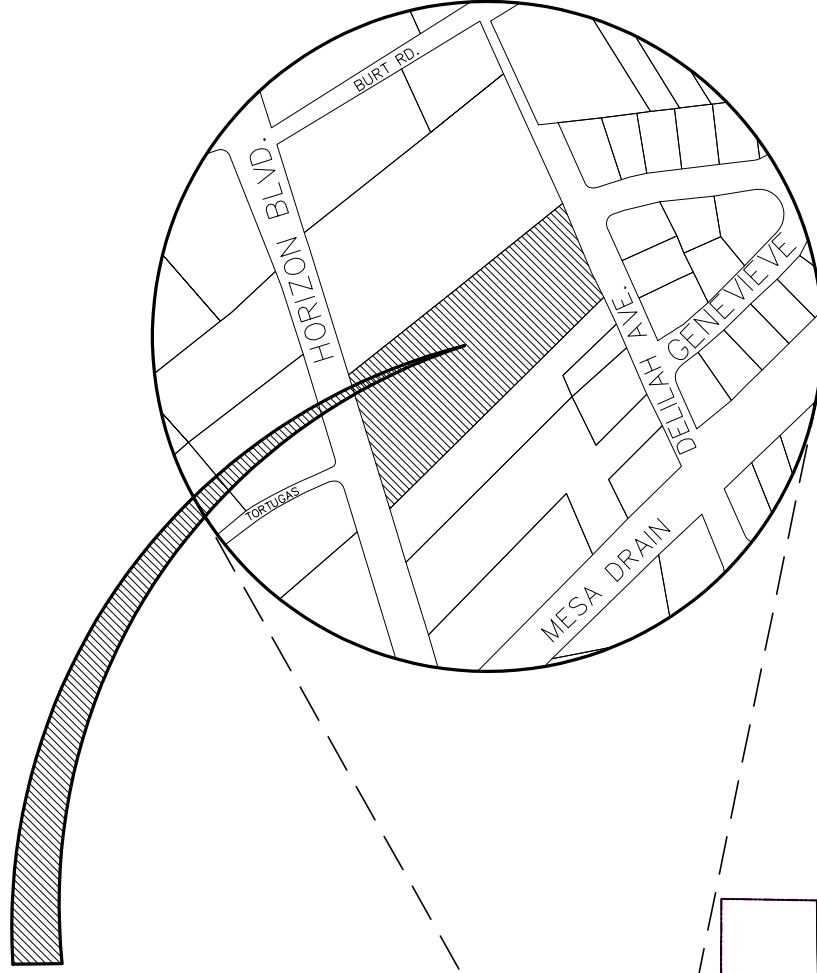
PROJECT SITE;
Campuzano Subdivision
Tract 4-C-1-F, Block 3
Socorro Grant



CITY OF SOCORRO

LOCATION MAP

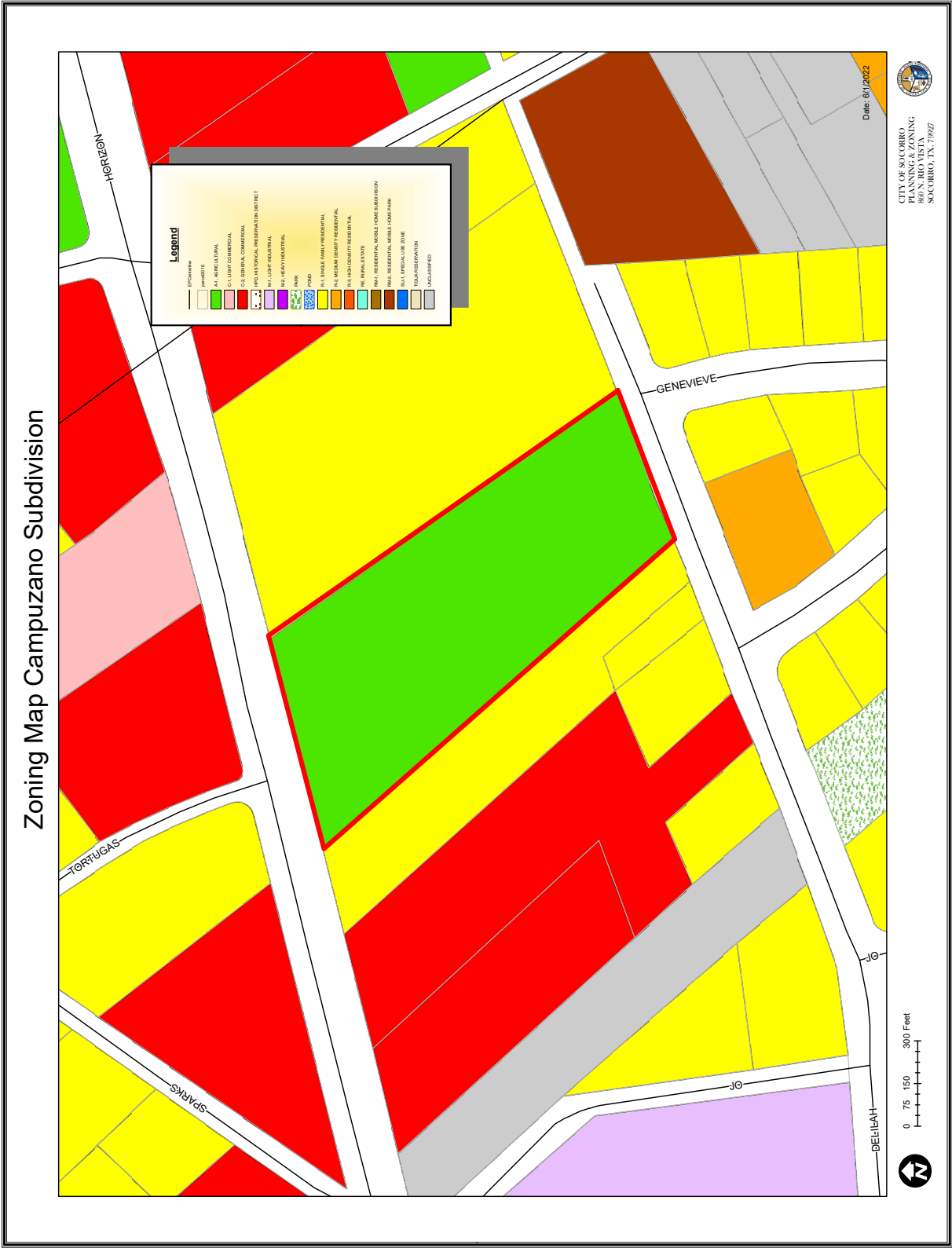
Scale: AS SHOWN



Planning and Zoning Department

860 N. Rio Vista Socorro, Texas 79027 Tel: (505) 872-4531 Fax: (505) 872-8673

ZONING MAP



SITE PICTURES



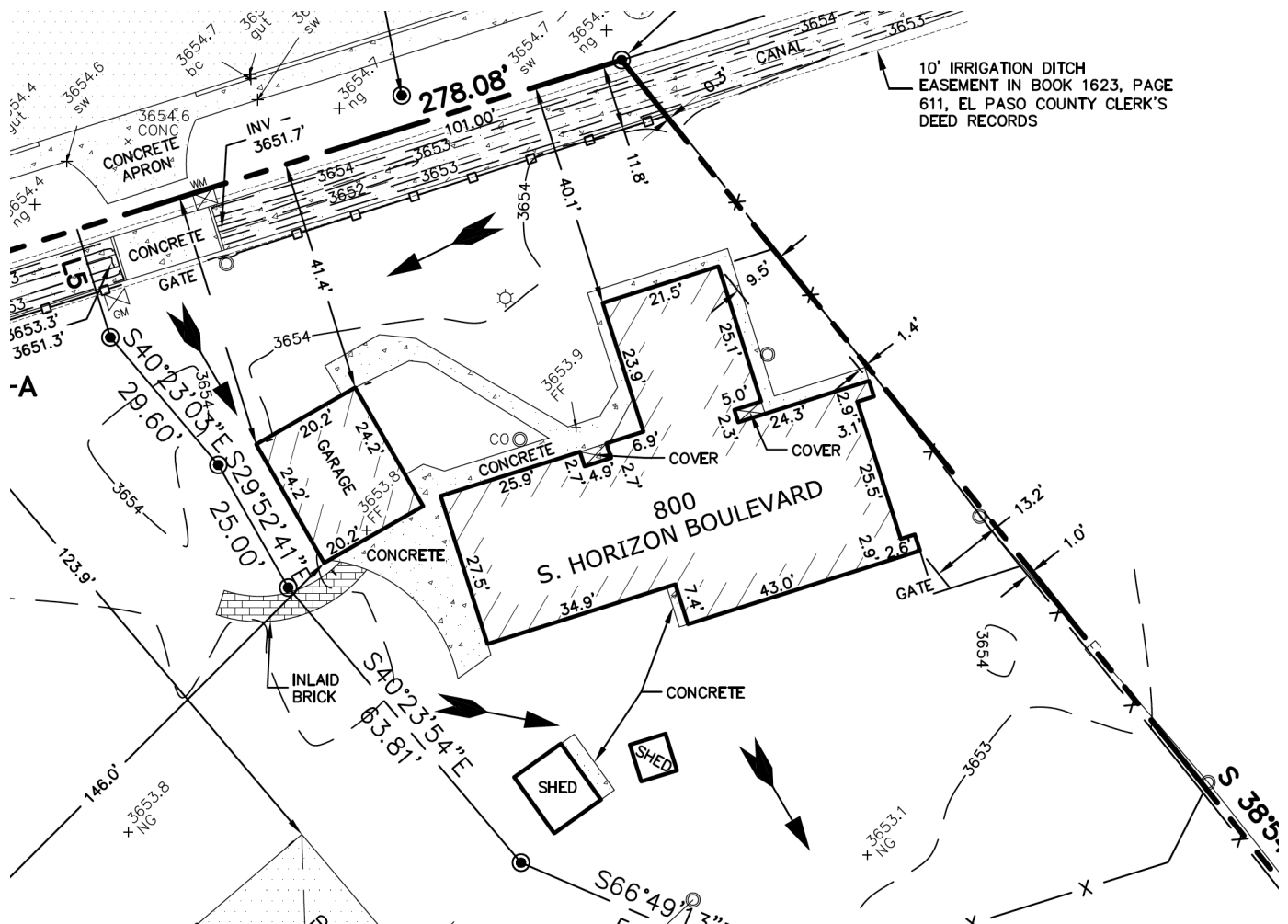
AERIAL PHOTO



AERIAL PHOTO



VARIANCES FOR LOT 1



1. A-1 REQUIRES A 60' FRONT YARD SETBACK WHEN FACING A MAJOR ARTERIAL. THE STRUCTURES ON LOT 1 HAVE A 41.4' SETBACK FOR THE GARAGE AND A 40.1' SETBACK FOR THE HOUSE.
2. A-1 REQUIRES A 15' SIDE YARD SETBACK. THE EXISTING HOUSE ON LOT 1 DOES NOT MEET THIS REQUIREMENT AS IT IS 1.4' FROM THE EXISTING PROPERTY LINE.
3. A-1 REQUIRES A 15' SIDE YARD SETBACK. THE EXISTING GARAGE ON LOT IS DOES NOT MEET THIS REQUIREMENT AS IT IS 7.5' FROM THE NEW PROPERTY LINE.

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: July 21, 2022

TO: Mayor & Council

FROM: Carlos Gallinar

SUBJECT: REVIEW AND APPROVED AMENDMENTS TO THE CITY OF SOCORRO'S NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM.

SUMMARY

The City Council directed staff to review the city's Neighborhood Traffic Management Program (NTMP) and to make suggested edits that would make it easier to qualify projects.

BACKGROUND

City Council has directed staff to review this program and provide amendments.

STATEMENT OF THE ISSUE

Currently, the NTMP has various criteria to qualify projects. Some of this criteria may need amendments in order to qualify projects for traffic management tools.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION:

Staff recommends APPROVAL

Initial Assessment for NTMP Requests Proposed Amendments

This process will be evaluated by the City of Socorro's Planning and Zoning Department to determine if the request will meet preliminary criteria as described in the Neighborhood Traffic Management Program (NTMP) document. The proposed process for the NTMP is as follows:

1. Any roadway that is greater than a collector roadway is not eligible for traffic calming. Classifications of roadways are determined by the city's planning department and El Paso Metropolitan Planning Organization.
2. The roadway must be used to provide access to abutting residential properties (local residential street) and/ or to collect traffic for such streets (residential collector).
3. There must be no more than ~~one~~ **two** moving lanes of traffic in each direction.
4. Traffic volumes must be more than ~~500~~ **250** vehicles per day.
5. The roadway must be paved and have a speed limit of 20-30 MPH as determined in accordance with State Law.
6. The roadway segment must be a 1/3 mile or more in length and must be continuous without interruption by a traffic control device.
7. The application for traffic calming must be completed by a total of 10 residents, or ~~2/3~~ **1/2** of residents if less than 10 exist, that are affected by the roadway segment. Information must be provided to ensure neighborhood is in agreeance for new traffic calming measure. A president or board member representing a homeowner's association or neighborhood association may also file an application.
8. A petition shall be sent by the designated neighborhood contact to the City Clerk. The petition must be complete and signed by two-thirds of the affected property owners for that street segment being considered. Affected property owners will be determined by the city.

ITEM 21

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

July 15, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion and action to approve the Legislative Agenda for the 88th State Legislative Session.

SUMMARY

STATE LEGISLATIVE AGENDA

- Agreement entered by and between the City of Socorro, Texas (City) a political subdivision of the state of Texas and Forma Group. LLC (Consultants)
- Seeking final approval of City's State Legislative Agenda

(please see attached presentation)

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

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

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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



88th STATE LEGISLATIVE SESSION

City of Socorro Agenda

The background of the slide features a large, semi-transparent seal of the City of Socorro. The seal is circular with the words "CITY OF SOCORRO" arched across the top. Inside the seal, there is a shield with various symbols, including a scale of justice and a tree. To the left of the seal, an American flag is partially visible. To the right, a New Mexico state flag is partially visible. The entire image has a warm, orange-brown color overlay.

Mayor Ivy Avalos

Representative At -Large Ruben Reyes

Representative District 1 Cesar Nevarez

Representative District 2 Alex Garcia

Representative District 3 Rudy Cruz Jr.

Representative District 4 Yvonne Colon -Villalobos

GENERAL LEGISLATIVE POLICY

As a general policy, the City of Socorro seeks to preserve its authority to responsibly govern the city, its citizens, and its property. The primary approach is to seek **Introduction** of legislation or amendments aligned with the Legislative Priorities.

The City **Supports** any legislation viewed as advancing the City's Comprehensive Plan or the City's Strategic Goals; or that improves the health, safety, and welfare of its citizens; or that reduces the cost of governing the City.

In addition, the City will **Oppose** any legislation viewed as detrimental to its Comprehensive Plan or its Strategic Goals; or that is contrary to the health, safety, and welfare of its citizens; or that mandates increased costs or decreased revenues; or that would diminish the fundamental authority of the City.

88TH TEXAS LEGISLATIVE SESSION OVERVIEW

4

- Session begins January 10, 2023 with full access to the capitol and members, unlike last session.
- Loss of one House member due to redistricting (Art Fierro, District 79).
- On the House side, there will be an election of a Speaker, currently Dade Phelan (R-Orange).
- El Paso County Delegation Members
 - Senator Cesar Blanco, District 29
 - Rep. Joe Moody, District 78
 - Rep. Mary E. Gonzalez, District 75
 - Rep. Lina Ortega, District 77
 - Rep. Eddie Morales (Partial District 74)
 - Rep. Claudia Ordaz Perez, District 79 (new)

88TH SESSION LEADERSHIP PRIORITIES

- House Speaker Dade Phelan and Lt. Gov. Dan Patrick have “interim assignments” — preparatory work for lawmakers during the break between the 2021 legislative sessions and 2023.
- House will pay extra attention on criminal justice and health care, with overlap with Senate.
- Other likely major items are immigration, divesting Russian investments, eliminating or limiting tenure in state universities, state bans on teaching critical race theory, daylight saving time, regulation of school libraries and the books they offer, and weatherizing natural gas plants that fuel electric generators.

CITY OF SOCORRO

PRIORITY LEGISLATIVE ISSUES



WATER AND
WASTEWATER



EXPANSION OF
MUNICIPAL
POWERS



SOLID WASTE



HISTORICAL
PRESERVATION
AND TOURISM



AMERICAN
RESCUE PLAN
ACT
(POTENTIAL
FUNDING)

SUPPORT/OPPOSE ITEMS

- The City will either **support** or **oppose** legislation regarding certain issues, meaning that, if a bill is introduced, then City staff and authorized representatives will make known the City's position on these issues and will work to either pass or defeat the legislation accordingly.
- The important distinction between this category and the “priority” category is that the City will not work to seek introduction of any legislation but will engage if a bill is introduced.

SUPPORT ITEMS

Legislation that **promotes the goals and priorities** of the City of Socorro related to:

- Property Tax Reform
- Military and Veterans Affairs
- Economic Development
- Transportation
- Parks
- Environmental
- Higher Education
- Annexation
- Eminent Domain
- Public Health and Safety

IMPORTANT DATES

November 8, 2022 - General election for federal, state, and county officers.

November 14, 2022 - Pre-filing of bills for the 88th legislative session begins.

January 10, 2023 - Swearing In Day and start of the Session

March 10, 2023 - 60 Day deadline for bill filing

May 29, 2023 - Last Day of Regular Session



Questions?

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

DATE: 7/14/2022

TO: City Council

FROM: Mayor Ivy Avalos

SUBJECT: Discussion and action to approve the appointment of Dr. Elizabeth Ponce-Lugo to the Historical Landmark Commission Place 6.

SUMMARY

Dr. Elizabeth Ponce-Lugo has a bachelor's in Business Administration, masters in curriculum and instruction and a doctorate in Educational Leadership. She has worked as a Director of Special Programs in the Chihuahua State Government. As a director they created, implemented, and developed "Desarrollo Integral Serrano" a very successful program. As a result of this she went to Colombia representing the governor and showed them how Chihuahua state work with the social programs. She lived in Brighton, England and was faced with diverse cultures. She understands about diversity very well. She has had the opportunity to work at Socorro High School as a Special Education Teacher and she worked close with parents and stakeholders. She knows and understands about the culture of the community of Socorro, and she would like to help enrich our city. She loves to work as a team and currently works as a Special Education Teacher at Pebble Hills High School.

BACKGROUND

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

ALTERNATIVE IF NOT 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

1. Please print or type answers to all questions. Write N/A if not applicable.
2. Application package consists of:
 - Completed application form
 - Essay questions
3. Forward the completed Application Package to: City Clerk, City of Socorro, 124 S. Horizon, Socorro, Texas 79927

APPLICANT INFORMATION

1. Last Name **Ponce-Lugo** First **Dr. Elizabeth** M.I.
2. Street Address

City **El Paso** State **Texas** ZIP **79936**
Mailing Address
(if different)
Apt/Unit #

3. Home Phone Work Phone Cell Phone
4. E-mail Address
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? Term Expires?
7. Have you ever served on a board or commission? ☒ YES ☐ NO
If yes, list name of board or commission and term(s) of office:
Board/Commission Name **Fundacion del Empresariado Chihuahuense** Term **(1992-1998)**
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? ☒ 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: _____

Date: _____

June 30, 2022



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?

I want to help my community. Having a Doctorate I have the responsibility to contribute to my town. I want to re-tribute to the community my experience, share my knowledge, and improve in all aspects our City of Socorro.

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

I have a bachelor in Business Administration, Masters in Curriculum and Instruction, and a Doctorate in Educational Leadership.

I worked as a Director of Special Programs in the Chihuahua State Government. As a director we created, implemented an developed "Desarrollo Integral Serrano" a very successful program. As a result of this I went to Colombia representing the Governor and showed them how Chihuahua State work with the social programs.

I lived in Brighton England and I was faced with diverse cultures, I understand about diversity very well. I worked as an Advisor in Texas Workforce. My passion is to work with Special Education Students.

I had the opportunity to work at Socorro High School as a Special Education Teacher and I worked very close with parents and stakeholders. I know and understand about the culture of the community of Socorro and I would like to help to enrich our city.

I loved to work as a team. Currently I work as Special Education Teacher at Pebble Hills High School.

Signature: _____

Date: June 30, 2022

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

DATE: 7/14/2022

TO: City Council

FROM: Mayor Ivy Avalos

SUBJECT: Discussion and action to approve Mayor, Council and/or staff to attend Texas Municipal League (TML) Region IV Quarterly Meeting in Fort Stockton, Texas on August 5th, 2022.

SUMMARY

Requesting approval for authorizing Mayor, council and/or staff to attend meeting in Fort Stockton, Texas August 5th, 2022

STATEMENT OF THE ISSUE

Texas Municipal Regional IV Quarterly Meeting in Fort Stockton, Texas August 5, 2022.

FINANCIAL IMPACT

ALTERNATIVE IF NOT APPROVE

STAFF RECOMMENDATION

TML REGION IV QUARTERLY MEETING

CASINO NIGHT

HOSTED BY THE CITY OF FORT STOCKTON

AUGUST 5, 2022
SOCIAL HOUR AT 6:00 PM
DINNER & PROGRAM AT 7:00 PM



FORT STOCKTON CONVENTION CENTER
2181 W I-10, FORT STOCKTON, TX

GUEST SPEAKERS:
RICH GODWIN
CO-FOUNDER, EVP CORMINT

ENTERTAINMENT BY
SMALL TOWN

RSVP BY JULY 22ND
MARIA RODRIGUEZ
FEE: \$40



TML REGION IV QUARTERLY MEETING

REGISTRATION FORM

AUGUST 5TH, 2022

THE CITY OF FORT STOCKTON

432-336-8525

The following attendees will represent The City of _____

NAME OF ATTENDEE:

TITLE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RSVP BY JULY 22ND

CANCELLATIONS MUST BE MADE BY AUGUST 1ST

MAKE CHECKS PAYABLE TO THE CITY OF FORT STOCKTON

_____ **PAYMENT ENCLOSED \$40/PER PERSON** _____ **PAY AT DOOR**

RETURN TO:

MARIA RODRIGUEZ

121 W. 2ND STREET, FORT STOCKTON, TX 79735

PH: (432) 336-8525

MARODRIGUEZ@CIYFS.NET

Ivy Avalos
Mayor

Ruben Reyes
At Large Representative/Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: 07/14/2022

TO: Mayor & City Council

FROM: Yvonne Colon Villalobos

SUBJECT: Update from staff regarding Incentivizing Board and Commission Members.

SUMMARY

Discussion and action to direct City Manager and or her designated staff per recommendation by staff and council on implementing agreed compensation per attended board meeting to all Board and Commission Members.

BACKGROUND

It is a fact that the city has long faced challenges when it comes to retaining or getting commission board members to attend scheduled meetings. (Canceled meetings hinders our city and constituents who are awaiting resolution). I believe this council agrees that to overcome these challenges change and motivation is a must and incentivizing these commissions could be the course of action needed to get these board members to better comply with their attendance responsibility.

STATEMENT OF THE ISSUE

If approved, these Council to determine the time frame when the incentive begins.

FINANCIAL IMPACT

ALTERNATIVE IF NOT APPROVE

STAFF RECOMMENDATION