

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



*Alejandro Garcia*  
District 2/Mayor ProTem

*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 ESTACIONAMENTOS DISPONIBLES. LAS SOLICITUDES DE ADAPTACIÓN PARA SERVICIOS DE TRADUCCION DEBEN HACERSE 48 HORAS ANTES DE ESTA REUNIÓN. COMUNÍQUESE CON LA OFICINA DEL SECRETARIO DE LA CIUDAD AL (915) 858-2915 PARA OBTENER MÁS INFORMACIÓN  
.....

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 1<sup>ST</sup>, DAY OF DECEMBER, 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://CI.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://ci.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 DECEMBER 1, 2022 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.  
.....

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

**3. Establishment of Quorum**

**PUBLIC COMMENT**

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

**PRESENTATION**

- 5. Presentation** on the City of Socorro Community Initiative's (CSCI) 2021 Annual Report.

*Alejandra Valadez*

**NOTICE TO THE PUBLIC**

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

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

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

**CONSENT AGENDA**

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

- 6. Excuse** absent council members.

*Olivia Navarro*

- 7. Approval** of Regular Council Minutes of November 17, 2022.

*Olivia Navarro*

- 8. Introduction, First Reading, and Calling for a Public Hearing** of an Ordinance to allow the Rezoning of Tract 4-C-16, Block 3, Socorro Grant located at 793 Horizon Blvd, Socorro, Texas from R-1 (Single Family Residential) to C-2 (General Commercial) to allow for a Bakery and Retail Center.

*Carlos Gallinar*



9. ***Introduction, First Reading, and Calling for a Public Hearing*** of an Ordinance to amend Chapter 46 Zoning, Article IV. District Regulations, Division 3 R-1 Single Family Residential District, Section 46-237. Conditional Uses (Requires Permit). By Adding Subsection 5. Commercial Vehicles. ***Carlos Gallinar***

10. ***Introduction, First Reading, And Calling For A Public Hearing*** of An Ordinance to allow the Rezoning of Block 1, Lot 1, Horn Subdivision, Block 1, Lot 2, Horn Subdivision, Block 1, Lot 3, Horn Subdivision, and Block 1, Lot 4, Horn Subdivision located at 10678, 10680, 10682 10684 Horn Circle, Socorro, Texas, from R-1 (Single-Family Residential) To R-2 (Medium Density Residential) to allow Multi-Family Residential, and to approve The Detail Site Plan. ***Carlos Gallinar***

### **REGULAR AGENDA**

### **PUBLIC HEARINGS/ORDINANCES**

11. ***Public Hearing*** of an ordinance to amend Chapter 16, Fire Prevention and Protection, Article V. Fire Code and Local Regulations, Section 16-47. Fireworks. ***Alejandro Garcia***
12. ***Second Reading and Adoption*** of an ordinance to amend Chapter 16, Fire Prevention and Protection, Article V. Fire Code and Local Regulations, Section 16-47. Fireworks. ***Alejandro Garcia***

### **GRANTS DEPARTMENT**

13. ***Discussion and action*** to approve the submittal of a letter to TxDOT requesting safety improvements on Socorro Road in order to ensure the safety of pedestrians and bicyclists visiting our Historic Mission Trail. ***Alejandra Valadez***
14. ***Discussion and action*** to approve the proposed updates to the spending framework for City of Socorro's allocation under the Coronavirus Local Fiscal Recovery Fund (CLFRF) approved in the American Rescue Plan Act (ARPA). ***Alejandra Valadez***
15. ***Discussion and action*** to approve the Strategic Alliance Memorandum with the Small Business Administration El Paso District Office and the City of Socorro for the purpose of meeting the needs of the small business community in the City of Socorro. ***Alejandra Valadez***

### **RECREATIONAL CENTERS**

16. ***Discussion and action*** to approve an agreement between McDoux Preservation LLC Agreement for Professional Consulting Services and the City of Socorro to update the Historical Landmark Commission Guidelines in the amount of \$22,000.00. ***Victor Reta***

### **POLICE DEPARTMENT**

17. ***Discussion and action*** to approve the annual renewal of HIDTA Program Memorandum of Understanding (MOU). ***Chief David Burton***

**PLANNING AND ZONING DEPARTMENT**

- 18. Discussion and action** on repealing previous City Council Ordinance 544 that amended 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*
- 19. Discussion and action** to approve Resolution 724 approving a Preliminary Plat for Socorro Logistics Commercial #1, being a portion of Tracts 13A, 13A2B, and all of Tracts 14A and 14F, Block 5, Socorro Grant Socorro, Texas.  
*Carlos Gallinar*
- 20. Discussion and action** to approve Resolution 725 approving a Final Plat for Socorro Logistics Center #2, being a portion of Tracts 8, 9, 10A, and 11C, and a portion of Tracts 10A1 and 11C1, Block 5, Socorro Grant, Socorro, Texas.  
*Carlos Gallinar*
- 21. Discussion and action** to approve an Event Permit for El Paso Marathon Foundation to be held on February 12, 2023.  
*Carlos Gallinar*

**CITY MANAGER**

- 22. Discussion and action** to award RFQ 22-13 for Comprehensive Plan Consulting Services. Review Committee recommends approval of Matrix Design Group, Inc. and also authorize City manager or her designee to negotiate agreement.  
*Adriana Rodarte*
- 23. Discussion and action** to award Solicitation No. 22-14 to Horizone Construction for Rio Vista Dr. and Bovee Bridge Replacement Projects TxDOT CSJ(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc in the amount of \$2,746,332.69 and authorize City Manager or her designee to sign contract or reject bid and go out for bid again.  
*Adriana Rodarte*
- 24. Discussion and action** regarding El Paso Jamas Ltd.'s (EPJL) request for a traffic signal at intersection of Hueco Junction and Nuevo Hueco Tanks Road and 2015 Settlement Agreement with EPJL.  
*Adriana Rodarte*
- 25. Discussion and action** to approve District 2 Representative Alejandro Garcia and District 3 Representatives Rudy Cruz Jr. to travel for the 88<sup>th</sup> Legislative Session January 9, 2023 through January 11, 2023.  
*Adriana Rodarte*

**MAYOR AND COUNCIL**

- 26. Discussion and action** to approve on hosting the Region IV (4) TML Meeting in Socorro, Texas January 2023 with a budget of \$10,000.00.  
*Mayor Ivy Avalos*

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:***


**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***


**30. Adjourn**

**DATED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2022**

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

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

**DATED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2022**

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

Agenda posted: 11-28-22 @ 2:03 pm  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_



**ITEM 5**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Presentation on the City of Socorro Community Initiative's (CSCI) 2021 Annual Report

**SUMMARY**

Stephanie Schilling, Executive Director of the CSCI nonprofit will present the CSCI's 2021 Annual Report to the City Council of the City of Socorro.

**STATEMENT OF THE ISSUE**

The City of Socorro Community Initiative (CSCI) is a non-profit organization established to support the mission of the City of Socorro in the areas of History, Arts & Culture, and Health & Wellness.

The CSCI will present its annual report to the City Council of the City of Socorro.

**FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** N/A

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

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

**ALTERNATIVE**

No Action is necessary.

**STAFF RECOMMENDATION**

No Action is necessary.

**REQUIRED AUTHORIZATION**

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

THE CITY OF SOCORRO

# Community Initiative

[www.SocorroInitiative.org](http://www.SocorroInitiative.org)

HISTORY

CULTURE

WELLNESS

# Annual Report

2021 / Report No. 02



# Board of Directors



**Adriana Rodarte, MBA**  
President



**Alejandra Valadez**  
Secretary



**Charles Casiano, CPA**  
Treasurer



**Claudia M. Garcia**  
Chairperson



**Emil Chaparro**  
Vice Chair



**William Correa, P.E.**  
Director



**Marty Loya**  
Director



**Jesus Enriquez, CPA**  
Director

# About CSCI

## Mission

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



## Vision

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

## Impact Areas





# *Year in Review*



*October 2021*

The National Historic Landmarks Committee unanimously voted to recommend the designation of the Rio Vista Bracero Processing Center a National Historic Landmark



*November 2021*

The CSCI website at Socorroinitiative.org went live.



*January 2022*

CSCI is awarded a \$750,000 grant award from the Andrew W. Mellon Foundation's Humanities in Place Program to support the development of the first-ever Bracero Museum and Rio Vista Connections Tour





[illegible]

Rio Vista 360 Virtual Tour Draft is completed.



Architectural firm Treanor HL  
supplies the first draft site plan  
of the Bracero Museum.



CSCI announces Stephanie Schilling  
as its first-ever executive director.

# Looking Forward



At the start of 2023, immerse yourself in all things Socorro by using the driving tour hosted by VisitWidget.



During the National Historic Preservation Month in May, CSCI will host the 1st Annual Rio Vista Gala to support preservation efforts.



In the Spring of 2023, join CSCI for the 2nd Annual TedXSocorro Conference. Share ideas worth spreading by being a speaker or attendee.



Planning for the Bracero Museum is ongoing, however, in 2023 you'll be able to visit a temporary library hosting Bracero history books.

# Partners



**TONY GONZALES**  
PROUDLY SERVING THE 23RD DISTRICT OF TEXAS

 Mellon  
Foundation

  
**PASO DEL NORTE**  
COMMUNITY FOUNDATION

**TREANORHL**

Socorro  
Historical Landmark  
Commission

# Thank You!





THE CITY OF SOCORRO COMMUNITY INITIATIVE  
[www.SocorroInitiative.org](http://www.SocorroInitiative.org)

**ITEM 7**

**Ivy Avalos**  
Mayor

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

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

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

**MEMBERS PRESENT:**

Mayor Ivy Avalos  
Ruben Reyes  
Cesar Nevarez  
Alejandro Garcia  
Rudy Cruz, Jr.  
Yvonne Colon-Villalobos

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Olivia Navarro, City Clerk  
Jim Martinez, City Attorney (*joined virtually at 6:00pm*) *joined the meeting in person at 6:30 pm*

Estevan Gonzales, IT Director  
Angel Salcido, Grants Acctg. Specialist  
Rosie Escobar, Executive Assistant  
Victor Reta, Rec Ctrs. Director  
Charles Casiano, Finance Director

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE LED BY SALVADOR H. SANCHEZ MIDDLE SCHOOL STUDENTS AND A MOMENT OF SILENCE.**

Mayor Ivy Avalos recognized and presented Andrea Loya, Yazmin Salcedo, Lydia Duran and Mateo Jimenez with a certificate for leading the Pledge of Allegiance.

**3. ESTABLISHMENT OF QUORUM**

Quorum was established with all members present.

**PUBLIC COMMENT**

Hector Ramos and Margarita Perez spoke during Public Comment.

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *move up items twenty (20), 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:

**20. DISCUSSION AND ACTION TO APPROVE AN EVENT PERMIT FOR A ROSARIO A LA VIRGEN DE GUADALUPE EVENT AT 10628 SHADY VALLEY ON DECEMBER 3, 2022 FROM 8:00 AM TO 8:00 PM.**

**CARLOS GALLINAR**

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

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item twenty (20) with the stipulation that she must notify all neighbors with a letter*. Motion passed.

Petrita Barrera, event coordinator spoke on this item.

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

Nays:

Absent:

**28. DISCUSSION AND ACTION TO APPROVE THE APPOINTMENT OF MIRIAM CRUZ TO BOARD OF ADJUSTMENTS PLACE 4 AND REMOVE HER FROM PLANNING AND ZONING COMMISSION PLACE 5.**

**YVONNE COLON-VILLALOBOS**

Miriam Cruz and Hector Ramos spoke on this item.

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

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

Nays:

Absent:

**29. SWEARING IN OF NEWLY APPOINTED COMMISSIONER.**

Miriam Cruz was sworn in by Judge Ruben Nuñez.

### **PRESENTATION**

5. ***PRESENTATION BY CITY MANAGER, REGARDING OCTOBER 2022 MONTHLY REPORT.*** ***ADRIANA RODARTE***

Presentation made by Adriana Rodarte.

6. ***PRESENTATION ON THE LAUNCH OF THE SOCORRO BUSINESS HUB, CREATED BY STARTUP SPACE IN COORDINATION WITH THE ECONOMIC RECOVERY OFFICE.*** ***ALEJANDRA VALADEZ***

Presentation made by Jose Quiñonez, Economic Recovery Coordinator.

### **CONSENT AGENDA**

7. ***EXCUSE ABSENT COUNCIL MEMBERS.*** ***OLIVIA NAVARRO***
8. ***APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF NOVEMBER 3, 2022.*** ***OLIVIA NAVARRO***
9. ***INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 16, FIRE PREVENTION AND PROTECTION, ARTICLE V. FIRE CODE AND LOCAL REGULATIONS, SECTION 16-47. FIREWORKS.***

***ALEJANDRO GARCIA***

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

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

Nays:

Absent:

### **REGULAR AGENDA**

#### **PUBLIC HEARING AND ORDINANCE**

10. ***PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF 2605 DARRINGTON ROAD, BEING LOT 7, BLOCK 1, CLINT VENTURE COMMERCIAL SUBDIVISION UNIT FIVE (AMENDING), SOCORRO, TEXAS FROM UNCLASSIFIED TO C-2 (GENERAL COMMERCIAL) AND APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A TRUCKING COMPANY AND REPAIR SHOP.*** ***CARLOS GALLINAR***

Public Hearing opened at 6:33 pm  
No Speakers



Public Hearing closed at 6:34

**11. SECOND READING AND ADOPTION OF AN ORDINANCE TO ALLOW THE REZONING OF 2605 DARRINGTON ROAD, BEING LOT 7, BLOCK 1, CLINT VENTURE COMMERCIAL SUBDIVISION UNIT FIVE (AMENDING), SOCORRO, TEXAS FROM UNCLASSIFIED TO C-2 (GENERAL COMMERCIAL) AND APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A TRUCKING COMPANY AND REPAIR SHOP.**

**CARLOS GALLINAR**

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

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

Nays:

Absent:

**12. PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE V. SUPPLEMENTAL USE REGULATIONS, SECTION 46-634. SIGNS. BY MODIFYING SUBSECTION 24.**

**CARLOS GALLINAR**

Public Hearing opened at 6:39 pm

No Speakers for Public Hearing

Public Hearing closed at 6:40 pm

**13. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE V. SUPPLEMENTAL USE REGULATIONS, SECTION 46-634. SIGNS. BY MODIFYING SUBSECTION 24.**

**CARLOS GALLINAR**

A motion was made by Rudy Cruz, Jr., seconded by Alejandro Garcia to *approve item number thirteen (13)*. Motion passed.

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

Nays:

Absent:

**GRANTS DEPARTMENT**

**14. DISCUSSION AND ACTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS HISTORICAL COMMISSION'S FY 2023 CERTIFIED LOCAL GOVERNMENT PROGRAM FOR THE RIO VISTA FARM REHABILITATION PROJECT. THERE IS A \$30,000 MATCH REQUIREMENT.**

**ALEJANDRA VALADEZ**

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

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

Nays:

Absent:

**15. DISCUSSION AND ACTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK (“EHN”) TO IMPLEMENT THE CLINICIAN-OFFICER REMOTE EVALUATION (“CORE”) INITIATIVE AS PART OF THE CRISIS INTERVENTION TEAM (“CIT”) PROGRAM IN THE SOCORRO POLICE DEPARTMENT. *ALEJANDRA VALADEZ***

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

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

Nays:

Absent:

**16. DISCUSSION AND ACTION TO APPROVE THE PROPOSED UPDATES TO THE SPENDING FRAMEWORK FOR CITY OF SOCORRO’S ALLOCATION UNDER THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) APPROVED IN THE AMERICAN RESCUE PLAN ACT (ARPA). *ALEJANDRA VALADEZ***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item sixteen (16)*. Motion passed.

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

Nays:

Absent:

**17. DISCUSSION AND ACTION TO APPROVE THE SUBMITTAL OF A LETTER TO TXDOT REQUESTING SAFETY IMPROVEMENTS ON SOCORRO ROAD IN ORDER TO ENSURE THE SAFETY OF PEDESTRIANS AND BICYCLISTS VISITING OUR HISTORIC MISSION TRAIL. *ALEJANDRA VALADEZ***

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

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to *postpone for next Regular Council Meeting*. Motion passed.

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

Nays:

Absent:

**18. DISCUSSION AND ACTION TO APPROVE A SUBRECIPIENT AGREEMENT WITH EL PASO COLLABORATIVE FOR ECONOMIC DEVELOPMENT (EPCCED), AFFILIATE OF PROJECT VIDA INC., FOR THE ADMINISTRATION OF SMALL BUSINESS RECOVERY GRANTS TO ADDRESS THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PANDEMIC.**  
**ALEJANDRA VALADEZ**

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

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

Nays:

Absent:

**PLANNING AND ZONING**

**19. DISCUSSION AND ACTION TO APPROVE RESOLUTION 723 APPROVING A FINAL PLAT FOR RANCHO RESENDEZ SUBDIVISION, BEING TRACT 4C15A, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS.**  
**CARLOS GALLINAR**

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve for discussion*.

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number nineteen (19)* Motion passed.

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

Nays:

Absent:

**CITY MANAGER**

**21. DISCUSSION AND ACTION TO APPROVE THE PURCHASE OF 2022 CHEVROLET SILVERADO 3500HD 4WD CREW CAB FOR MECHANIC WORK TRUCK FROM RUDOLPH CHEVROLET LLC IN THE AMOUNT OF \$71,348.00.**  
**ADRIANA RODARTE**

**22. DISCUSSION AND ACTION TO APPROVE THE PURCHASE OF 1 2023 FORD F-150 TRUCK FOR MAINTENANCE DEPARTMENT FROM CASA FORD IN THE AMOUNT OF \$37,825.00.** *ADRIANA RODARTE*

**23. DISCUSSION AND ACTION TO APPROVE THE PURCHASE OF 2 2023 FORD F-150 TRUCK FOR PARKS AND PUBLIC WORKS FROM CASA FORD IN THE AMOUNT OF \$90,830.00.** *ADRIANA RODARTE*

**24. DISCUSSION AND ACTION TO APPROVE THE PURCHASE OF 2 2023 FORD F-150 TRUCK 4X4 FOR ANIMAL CONTROL FROM CASA FORD IN THE AMOUNT OF \$85,680.00.** *ADRIANA RODARTE*

A motion was made by Ruben Reyes seconded by Cesar Nevarez to *approve items twenty-one (21), twenty-two (22), twenty-three (23) and twenty-four (24).* Motion passed.

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

Nays:

Absent:

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

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve December 1, 2022 as the date for the December Regular Council Meeting.* Motion passed.

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

Nays:

Absent:

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

A motion was made by Cesar Nevarez seconded by Rudy Cruz, Jr., to *appoint Alejandro Garcia as Mayor ProTem.*

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

Nays:

Absent:



**27. DISCUSSION AND ACTION TO APPROVE CEA GROUP WORK AUTHORIZATIONS 1 & 3 AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO EXECUTE WORK AUTHORIZATIONS.**

**ADRIANA RODARTE**

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number twenty-seven (27)*. 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 Cesar Nevarez to *move into Executive Session at this time*. Motion passed.

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

Nays:

Absent:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:31 PM**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 7:40 PM**

**30. 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**

**31. 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**

**32. 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 thirty (30), thirty-one (31) and thirty-two (32)*. Motion passed.

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

Nays:

Absent:

**33. *DISCUSSION AND ACTION* REGARDING TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., APPLICATION TO INCREASE GAS UTILITY RATES. RRC MATTER NO. OS-22-00009896. [551.071] *JAMES A. MARTINEZ***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *deny the application to increase gas utility rates for item number thirty-three (33)*. Motion passed.

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

Nays:

Absent:

**34. *ADJOURN***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *adjourn at 7:41 pm*

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

Nays:

Absent:

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**Ivy Avalos, Mayor**

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Olivia Navarro, City Clerk

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Date minutes were approved



**CITY OF SOCORRO  
CITY COUNCIL MEETING  
MEETING DATE: DECEMBER 1, 2022**

**REZONING REQUEST  
STAFF REPORT**

**SUBJECT:**

**INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF 3 SOCORRO TRACT 4-C-16 LOCATED AT 793 HORIZON BLVD, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) TO ALLOW FOR A BAKERY AND RETAIL CENTER.**

<b>NAME:</b>	<b>SORPRESA BAKERY REZONING</b>
<b>PROPERTY ADDRESS:</b>	793 Horizon Blvd.
<b>PROPERTY LEGAL DESCRIPTION:</b>	3 Socorro Tract 4-C-16
<b>PROPERTY OWNER:</b>	Francisco Rivas
<b>REPRESENTATIVE:</b>	N/A
<b>PROPERTY AREA:</b>	39,421 SQFT
<b>CURRENT ZONING:</b>	R-1 (Single Family Residential)
<b>CURRENT LAND USE:</b>	Vacant
<b>FUTURE LAND USE MAP:</b>	Commercial
<b>PROPOSED LAND USE:</b>	Commercial
<b>FLOOD MAP:</b>	According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 250-B/ FEMA, September 4, 1991).
<b>SUMMARY OF REQUEST:</b>	Request to rezone from R-1 (Single Family Residential) to C-2 (General Commercial).
<b>STAFF RECOMMENDATION:</b>	Staff recommends APPROVAL.
<b>BOARD RECOMMENDATION:</b>	PNZ Commission will vote on December 6, 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

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro Tem

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## ORDINANCE \_\_\_\_\_

**AN ORDINANCE APPROVING A REZONING OF OF 3 SOCORRO TRACT 4-C-16 LOCATED AT 793 HORIZON BLVD, SOCORRO, TEXAS FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) TO ALLOW FOR A BAKERY AND RETAIL CENTER.**

**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 being 3 Socorro Tract 4-c-16 and located at 793 Horizon Blvd., Socorro, Texas has been granted a rezoning from R-1 (Single Family Residential) to C-2 (General Commercial) to allow for a bakery and retail center.

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

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

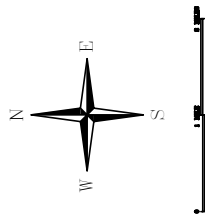
APPROVED AS TO FORM:

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

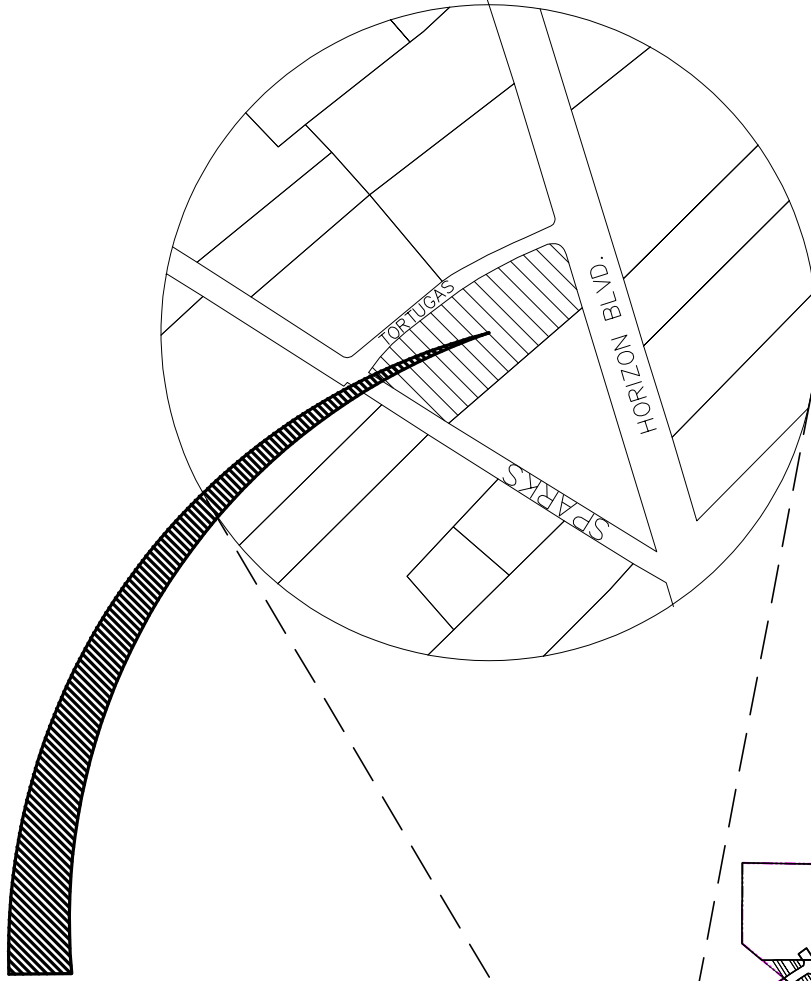
APPROVED AS TO CONTENT:

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

# LOCATION MAP

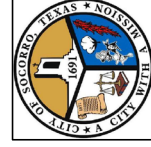


PROJECT SITE;  
793 Horizon Blvd  
Tract 4-C-16, Block 3  
Socorro Grant



CITY OF SOCORRO

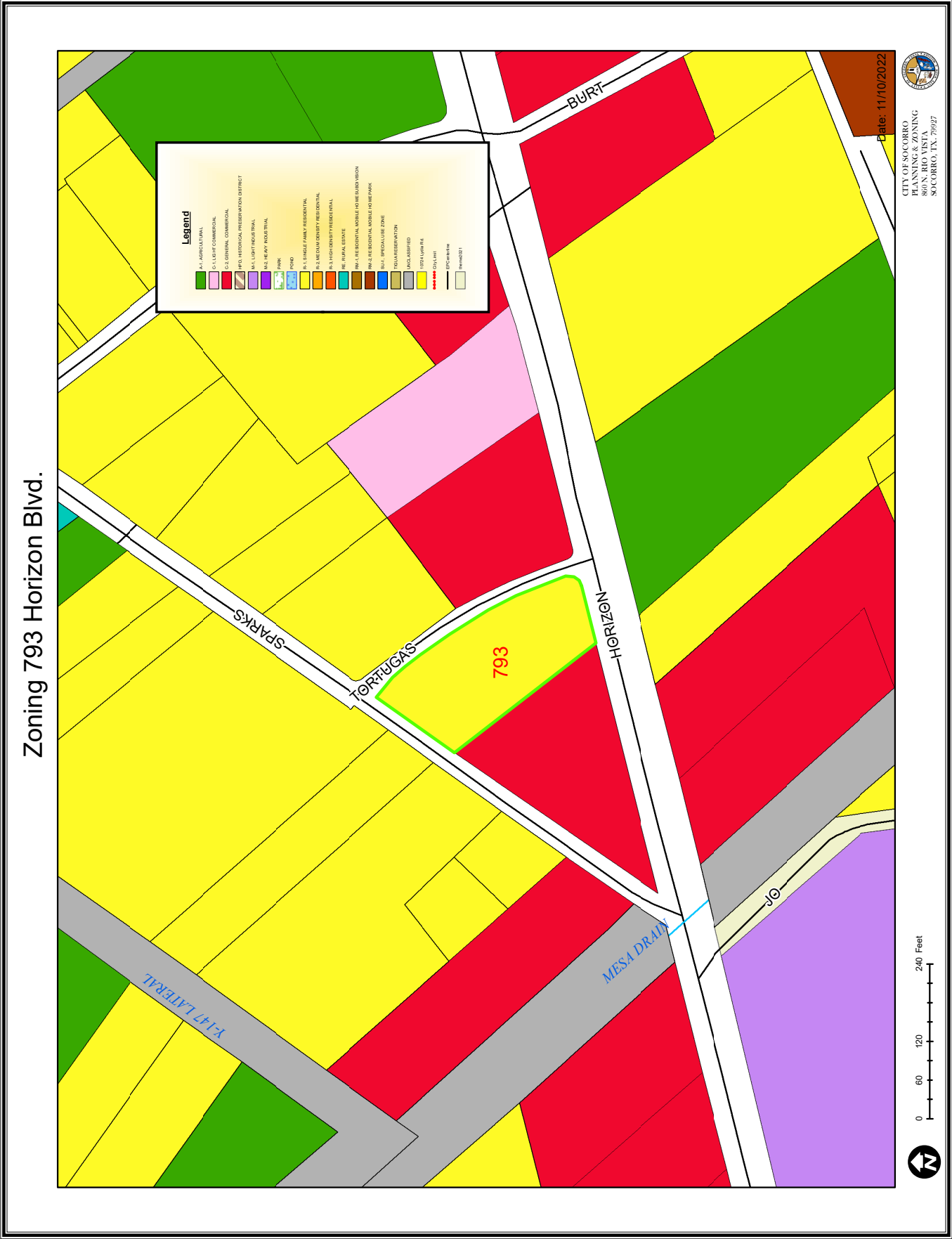
**LOCATION MAP**  
Scale: AS SHOWN



**Planning and Zoning Department**

860 N. Rio Vista Socorro, Texas 79927 Tel: (505) 872-4331 Fax: (505) 872-8673

# ZONING MAP



# SITE PICTURES

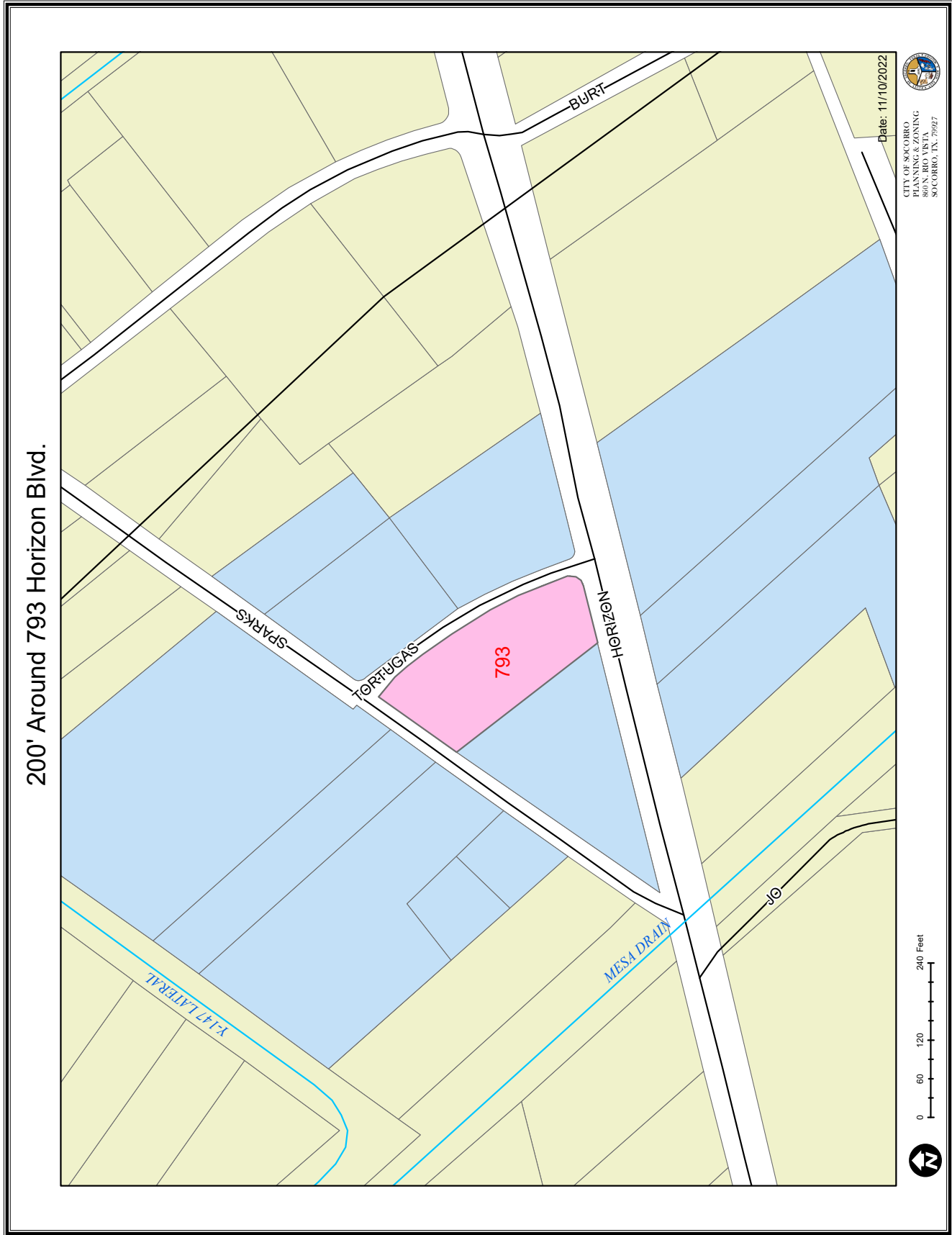




# AERIAL PHOTO



# PUBLIC NOTICE





## ITEM 9

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2 / Mayor ProTem

*Rudy Cruz, Jr.*  
District 3

*Yvonne Colon-Villalobos*  
District 4

**DATE:** December 1, 2022

**TO:** Mayor & Council

**FROM:** Carlos Gallinar

**SUBJECT: INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 3. R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, SECTION 46-237. CONDITIONAL USES (REQUIRES PERMIT). BY ADDING SUBSECTION 5. COMMERCIAL VEHICLES.**

### **SUMMARY**

Ordinance would allow commercial vehicles to be parked and stored in R-1 zoning districts.

### **BACKGROUND**

City Council directed staff to review the City's Zoning Code to allow for commercial vehicles (semi-trucks) in R-1 zoning districts through a Conditional Use Permit.

### **STATEMENT OF THE ISSUE**

Currently, the City's zoning districts do not allow commercial activity in residential areas. This ordinance would introduce the parking and storage of commercial vehicles in R-1 districts through a Conditional Use Permit.

### **FINANCIAL IMPACT**

### **ALTERNATIVE**

### **NO APPROVE**

### **STAFF RECOMMENDATION:**

PNZ Staff DOES NOT RECOMMEND 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 4

**Adriana Rodarte**  
City Manager

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## ORDINANCE \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS, DIVISION 3. R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, SECTION 46-237. CONDITIONAL USES (REQUIRES PERMIT). BY ADDING SUBSECTION 5. COMMERCIAL VEHICLES.**

**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 3. R-1 Single Family Residential District, Section 46-237. Conditional Uses (requires permit) 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.**

(Deletions of current text are noted in red strike through font and additions are noted in blue underline font)

#### **Sec. 46-237. Conditional uses (requires permit).**

Conditional uses in this zone shall include:

- (1) Churches, hospitals, schools, and religious and philanthropic institutions provided, however, that such uses shall be located on sites of sufficient size to meet off-street parking requirements of this article and to provide setback from all property as required of this article and to provide setback for all property lines a distance of at least one foot for each foot of building height or yard setback minimums as set out in [section 46-238], whichever is greater.
- (2) Real estate sales office in connection with a specific development, allowable only as a renewable condition for six months at a time.
- (3) Recreational facility (non-profit) such as a community center, swimming pool, or tennis club.
- (4) Child care homes.
- (5) Parking of commercial vehicles provided that,
  - a. The property on which the vehicle is parked consists of a lots of one-half an acre or more in size.
  - b. No mechanical work shall be allowed at such property.

- c. Vehicles must be parked on a concrete slab. The location of the slab cannot interfere with onsite ponding areas.
- d. Vehicles shall not idle for more than 15 minutes at any time.
- e. Only one vehicle may be allowed per lot. The vehicle must stay onsite and at no time, shall it be parked on the public street or right of way.
- f. At no time, shall tractor trailers be allowed to be stored on a residential lot.

**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:

APPROVED AS TO CONTENT:

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

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

Introduction and First Reading: \_\_\_\_\_, 2022  
Second Reading and Adoption: \_\_\_\_\_, 2022





**CITY OF SOCORRO  
CITY COUNCIL  
MEETING DATE: DECEMBER 1, 2022**

**REZONING REQUEST  
STAFF REPORT**

**SUBJECT:**

**INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO ALLOW THE REZONING OF BLOCK 1, LOT 1, HORN SUBDIVISION, BLOCK 1, LOT 2, HORN SUBDIVISION, BLOCK 1, LOT 3, HORN SUBDIVISION, AND BLOCK 1, LOT 4, HORN SUBDIVISION LOCATED AT 10678, 10680, 10682 10684 HORN CIRCLE, SOCORRO, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW MULTI-FAMILY RESIDENTIAL. AND TO APPROVE THE DETAIL SITE PLAN.**

**NAME:**

**HORN CIRCLE REZONINGS**

**PROPERTY ADDRESS:**

10678, 10680, 10682 and 10684 Horn Circle

**PROPERTY LEGAL  
DESCRIPTION:**

Block 1, Lot1 Horn Subdivision, Block 1, Lot 2, Horn Subdivision, Block 1, Lot 3, Horn Subdivision, and Block 1, Lot 4, Horn Subdivision

**PROPERTY OWNER:**

Punta de Agua, LLC

**REPRESENTATIVE:**

Juan Baquera

**PROPERTY AREA:**

1.89 Acres

**CURRENT ZONING:**

R-1 (Single Family Residential)

**CURRENT LAND USE:**

Vacant

**FUTURE LAND USE MAP:**

High Density Residential

**PROPOSED LAND USE:**

Multi-family

**FLOOD MAP:**

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

**SUMMARY OF REQUEST:**

Request to rezone from R-1 to R-2 to allow apartments.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL.

**BOARD RECOMMENDATION:**

PNZ Commission will vote on December 6, 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

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro Tem

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

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

**AN ORDINANCE APPROVING A REZONING OF BLOCK 1, LOT 1, HORN SUBDIVISION, BLOCK 1, LOT 2, HORN SUBDIVISION, BLOCK 1, LOT 3, HORN SUBDIVISION, AND BLOCK 1, LOT 4, HORN SUBDIVISION LOCATED AT 10678, 10680, 10682 10684 HORN CIRCLE, SOCORRO, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW MULTI-FAMILY RESIDENTIAL AND A CONDITION TO APPROVE THE DETAIL SITE PLAN.**

**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 being Block 1, Lot 1 Horn Subdivision, Block 1, Lot 2, Horn Subdivision, Block 1, Lot 3, Horn Subdivision, and Block 1, Lot 4, Horn Subdivision and located at 10678, 10680, 10682 and 10684 Horn Circle, Socorro, Texas has been granted a rezoning from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for multi-family residential and a condition to approve the detail site plan.

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

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

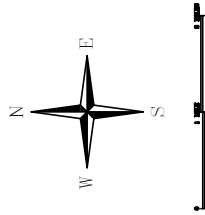
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

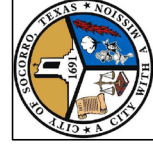
# LOCATION MAP



PROJECT SITE;  
10678, 10680, 10682 & 10684 Horn Circle  
Tracts 4D2S & 4D2T, Block 3  
Socorro Grant



CITY OF SOCORRO

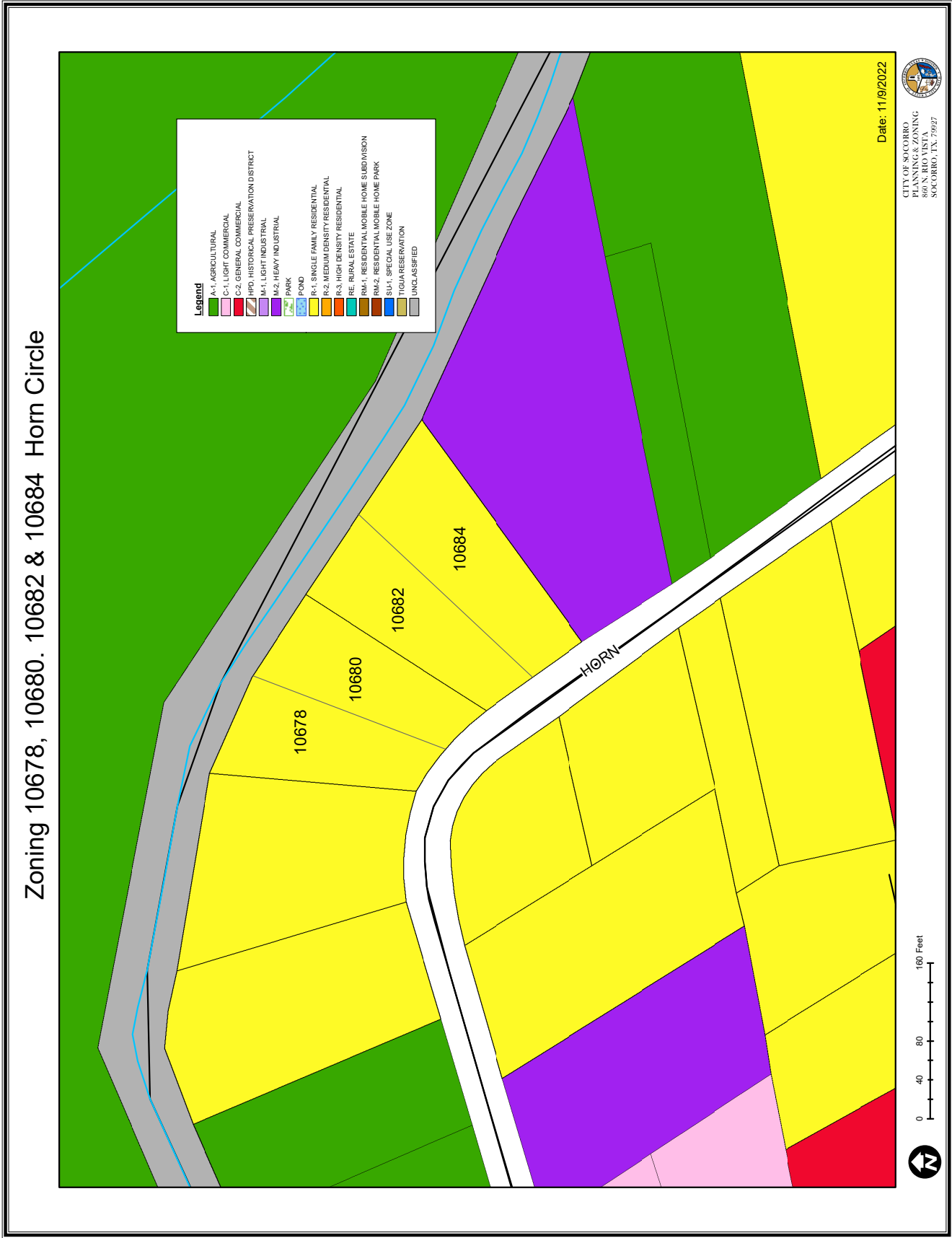


**LOCATION MAP**  
Scale: AS SHOWN

**Planning and Zoning Department**

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

# ZONING MAP





# SITE PICTURES



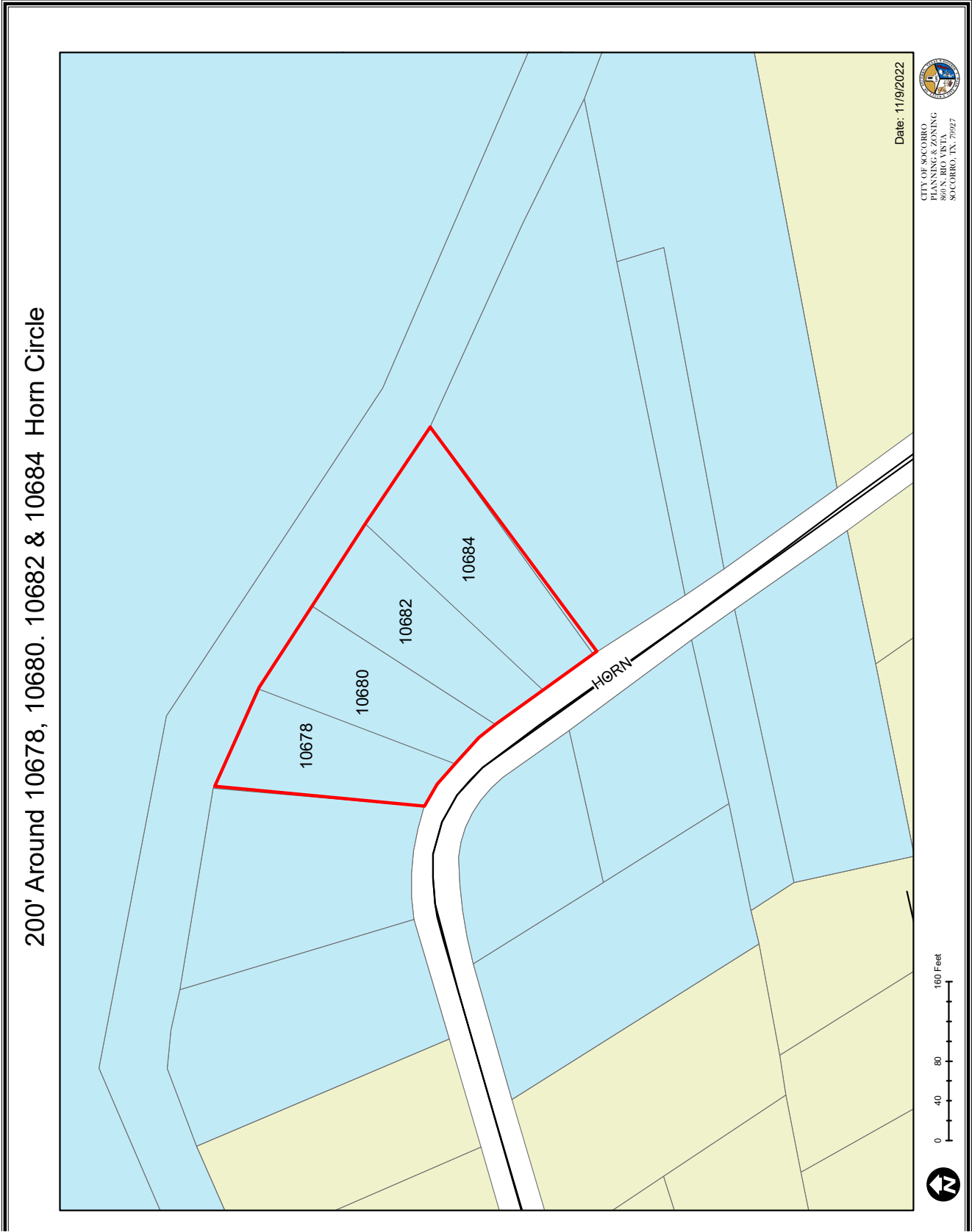


# AERIAL PHOTO



Imagery Date: 3/4/2020 31°39'19.46" N 106°16'03.75" W e

# PUBLIC NOTICE





# SITE PLAN



THE MODESTOS APARTMENTS

DIAMOND HOMES



PLAN NO.  
**S-1**  
DATE: 08-22  
BY: [signature]  
CHECKED: [signature]  
REVIEWED: [signature]



## ITEMS 11 AND 12

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2/Mayor ProTem

*Rudy Cruz, Jr.*  
District 3

*Yvonne Colon-Villalobos*  
District 4

**DATE:** November 9, 2022

**TO:** Mayor & Council

**FROM:** District 2 Representative Alejandro Garcia

**SUBJECT: PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 16, FIRE PREVENTION AND PROTECTION, ARTICLE V. FIRE CODE AND LOCAL REGULATIONS, SECTION 16-47. FIREWORKS.**

### **SUMMARY**

Ordinance creates new regulations for allowing display and sale of fireworks within the city limits of Socorro.

### **BACKGROUND**

This ordinance will allow the sale not the use of fireworks!  
Non-profits organizations to raise funds once or twice a year  
Competing with city limits tax revenue  
Seasonal job opportunities  
Give City of Socorro a competitive edge

### **STATEMENT OF THE ISSUE**

### **FINANCIAL IMPACT**

### **ALTERNATIVE**

### **NO APPROVE**

### **STAFF RECOMMENDATION:**

Staff recommends APPROVAL.

**Ivy Avalos**  
*Mayor*

**Ruben Reyes**  
*At Large*

**Cesar Nevarez**  
*District 1*



**Alejandro Garcia**  
*District 2/ Mayor Pro-Tem*

**Rudy Cruz Jr.**  
*District 3*

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

**Adriana Rodarte**  
*City Manager*

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## **ORDINANCE 558**

### **AN ORDINANCE TO AMEND CHAPTER 16, FIRE PREVENTION AND PROTECTION, ARTICLE V. FIRE CODE AND LOCAL REGULATIONS, SECTION 16-47. FIREWORKS.**

**WHEREAS, the City of Socorro (the “City”) is a home-rule municipality located in El Paso County, Texas; and**

**WHEREAS, the City Council of the City is authorized by Texas Local Government Code, Section 51.001 to adopt, amend or repeal an ordinance for good government, peace, or order of the City and as is necessary or proper for implementing a power granted by law to the City; and**

**WHEREAS, Texas Local Government Code, Sections 342.003(a)(8), 217.002 and 217.003(c) and Texas Occupations Code, Section 2154.004 authorize the City to regulate the possession, sale, purchase, use and discharge of fireworks, the public display of fireworks, nuisances and disorderly conduct within the City; and**

**WHEREAS, the City Council finds that it is necessary and proper for public health and safety and for fire protection within the City to adopt an ordinance regulating the possession, sale, purchase, use and discharge of fireworks and the public display of fireworks within the City; and**

**WHEREAS, the City Council of the City has determined that when safely and properly sold and used in accordance with this Ordinance, the proper use of fireworks and the public display of fireworks does not constitute a menace to the life, limb and health to**

**the users or their associates, does not increase the hazard of, and loss by fires, and does not constitute a common public nuisance; and**

**WHEREAS, the City Council of the City finds that it would be in the best interests of the health, safety and welfare of the citizens of the City to permit and regulate the possession, sale, purchase, use and discharge of fireworks and the public display of fireworks within the boundaries of the City, subject to the conditions contained herein; and**

**WHEREAS, the regulations contained herein are adopted as permitted by the laws of the State of Texas, including Texas Local Government Code Section 342.003(a)(8); and**

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

**Section 1. Definitions.**

The following words, terms and phrases when used in this Ordinance shall have the meanings ascribed to them in this Section unless the context of their usage clearly indicates another meaning.

The definitions set out in Chapter 16 shall apply in the interpretation and enforcement of this Ordinance, except to the extent the term is otherwise defined below, and they are incorporated herein for that purpose.

“Charitable organization” means a non-profit corporation designated as a 501(c)(3) corporation by the Internal Revenue Service which possesses a Texas sales tax permit and whose principal place of business is within the boundaries of the city.

“Fireworks” means a composition or device as defined by 49 C.F.R. Section 173.56(j)(1996)

“Public display of fireworks” means a public event at which fireworks are set alight.

“Permit Official” means the person who shall issue, in the form and amount approved by the City Council, the permit(s) to a charitable organization and public fireworks display permits pursuant to this Ordinance.

“Person” means an individual or entity including an owner, manager, officer, employee or occupant.



**Section 2. That Chapter16 (Fire Prevention and Protection), be revised as follows:**

**Sec. 16-47. - Fireworks.**

(a) For purposes of this section, the term "fireworks" or "pyrotechnics" includes any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and includes Roman candles, helicopter-type rockets, cylindrical fountains, cone fountains, wheels, illuminating torches and colored fire in any form, sparklers and dip sticks, mines, shells, firecrackers, salutes, whistles without report, squibs, a fire balloon, a hydrogen filled balloon, signal lights, blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, torpedoes, dago bombs or other devices of like construction and any devices containing any explosive or flammable compound or any tablets or other devices containing any explosive substance. The term "fireworks" or "pyrotechnics" does not include auto flares, paper caps containing not in excess of an average 0.25 of a grain of explosive content per paper cap manufactured in accordance with the regulations for packing and shipping as provided therein and toy pistols, toy canes, toy guns, or other devices for use of such caps, the sale and use of which shall be permitted.

(b) Prohibition. It shall be unlawful for any person to possess, sell, purchase, discharge, manufacture, use, shoot or ignite any fireworks or to engage in the public display of fireworks within the corporate limits of the City except as provided herein. The following acts are exempted from the prohibitions of this section:

- (1) Storage of explosives as part of a properly permitted construction project;
- (2) Possession and storage of smokeless propellant, black powder and small arms primers for personal recreational use, not for resale, and the products held for retail sale by a licensed sporting goods dealer;
- (3) Public displays involving use and handling of pyrotechnic special effects materials, provided a permit for the event is granted by the city; and
- (4) Warehouse storage of fireworks held for wholesale outside the city provided the facility is in compliance with all required zoning and land use regulations, possesses all required permits and is in compliance with all fire codes as required for the facilities. An annual license fee in the amount provided in the city fee schedule shall be paid by the facility and the facility must undergo an annual code and fire inspection, and as a condition to obtaining the license, the facility must secure premises liability insurance in the amount of not less than \$1,000,000.00, and shall name the city, as an additional insured, to protect against any losses suffered by the population directly caused by the operation of the facility or incidents arising therefrom. Proof of insurance shall be

required prior to issuing the permit described herein. No retail sales shall be permitted at the facility. Sales shall be strictly limited to wholesale sales shipped or transported to dealers outside of the city.

(c) Permit Required: Possession and Sale of Fireworks. Fireworks may be possessed and sold by a charitable organization that has been granted a permit for such by the City Manager, or their designee, in the form and number approved by the City Council.

(d) Use of Fireworks. Fireworks may be purchased, possessed, used, discharged and ignited by a person who is a consumer in the manner and at the times as authorized by state law and the ordinances of the City.

(e) Permit Required: Public Fireworks Displays. The public display of fireworks may be engaged in by a state licensed and permitted public fireworks display company that has been granted a permit for such by the City Manager, or their designee, in the form and number as approved by the City Council.

(f) Application and Number of Permits. The City Manager, or their designee, shall prepare and the City Council shall adopt a form of application for the issuance of the permits to a charitable organization or organizations, and no more than one permit per 7500 residents will be granted on an annual basis. In the event that the number of permit applicants exceeds the number of available permits, the City Council may select the charitable organization applicant or applicants who the City Council reasonably believes will most responsibly utilize the permits in accordance with this ordinance. The City Council may authorize one display permit per fireworks season as authorized by state law limitations and by the City.

(1) Fees. Each applicant shall tender together with their application a fee in the amount of \$450.00 which shall be calculated in amount and used solely to defray the costs to the City of the issuance and oversight of the permit.

(2) Insurance. Prior to its receipt of a permit, an applicant awarded a permit shall file proof of general liability insurance in the amount of \$1,000,000 per occurrence with the City designated as an additional insured.

(g) State Law Limitations. The provisions of this Ordinance authorizing the possession, sale, discharge, use, shooting or igniting of fireworks and the public displaying of fireworks is effective subject to the laws of the State of Texas and only in the periods of time as contained in Texas Occupations Code Section 2154.202(g).

**Section 3. Except as expressly herein amended, Chapter 16 (Fire Prevention and Protection) of the Code of Ordinances of the City of Socorro, Texas, shall remain in full force and effect.**

**Section 4. 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 5. 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 6. 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 Calling for a Public Hearing Nov 17, 2022  
Second Reading and Adoption December 1 2022

## ITEM 13

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to approve the submittal of a letter to TxDOT requesting safety improvements on Socorro Road in order to ensure the safety of pedestrians visiting our Historic Mission Trail.

**SUMMARY**

City Council will approve the submittal of a letter to TxDOT requesting pedestrian safety improvements on Socorro Road to ensure the safety of visitors to our Historic Mission Trail

**STATEMENT OF THE ISSUE**

City Council will request that TxDOT consider proposing pedestrian safety improvements on Socorro Road, via the TxDOT Highway Safety Improvement Program (HSIP).

**FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** N/A

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

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

### **ALTERNATIVE**

Not Approve – The City **will not** approve the submittal of a letter to TxDOT requesting safety improvements on Socorro Road in order to ensure the safety of pedestrians visiting our Historic Mission Trail.

### **STAFF RECOMMENDATION**

**Approve** – The City **WILL** approve the submittal of a letter to TxDOT requesting safety improvements on Socorro Road in order to ensure the safety of pedestrians visiting our Historic Mission Trail.

### **REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro – Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 9, 2022

Tomas Trevino, P.E.  
District Engineer  
Texas Department of Transportation  
El Paso District  
13301 Gateway Blvd. West  
El Paso, Texas 79928

Re: Request for safety improvements for pedestrians on Socorro Road (FM 258)

Dear Mr. Trevino,

This letter serves as a request to the Texas Department of Transportation El Paso District Office to prioritize safety improvements on Socorro Road (FM 258), an “on-system” TxDOT facility, via the Highway Safety Improvement Program (HSIP), in order to ensure the safety of pedestrians visiting our Historic Mission Trail.

As you know, many important historical, cultural, and community resources are located on FM 258. Socorro Road is the home of the Socorro Mission, the second oldest mission in Texas established in 1682, located only six miles away from the San Elizario Presidio Chapel and San Elizario Historic District. Together with the Ysleta Mission in the City of El Paso, this historical corridor is known as the Mission Trail and is part of the 1598 Camino Real de Tierra Adentro that represents some of the earliest colonial history of the United States. Socorro Road is also the home of the historic Casa Ortiz, Casa Apodaca, and Growing with Sara Farms, recognized by the Family Land Heritage Program for more than 100 years of continuous agricultural operation. The portion of Socorro Road that lies within the city limits of the City of Socorro, has been designated as the Socorro Mission Trail Historic District via local Ordinance No. 2012-18.

In recent years, the Mission Trail historic corridor has seen a revitalization in small business endeavors and an increase in visitors to new art galleries, events venues, restaurants, and brewery located on FM 258. These new small businesses have added to the economic vitality of Socorro and have reactivated our historic corridor for modern use and benefits to the public. However, current conditions on Socorro Road (FM 258) do not prioritize the safety of visitors walking or biking to businesses and historic sites on FM 258.



It is for these reasons, that the City Council of the City of Socorro, formally requests the prioritization of safety improvements on Socorro Road (FM 258) to ensure the safety of pedestrians visiting our historic sites and small businesses, through the HSIP program, or any other means available to the TxDOT-El Paso District. The City of Socorro is excited to support any projects that enhance the safety of visitors to our important cultural and historic assets. Should you have any questions, please feel free to reach out to me at 915-858-2915.

Attentively,

***Ivy Avalos***

Mayor

City of Socorro, Texas

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2 / Mayor Pro-Tem

*Rudy Cruz Jr.*  
District 3

*Yvonne Colon - Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

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

**SUMMARY**

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

**STATEMENT OF THE ISSUE**

City Council approved a spending framework for the City of Socorro's allocation of CLFRF ARPA funds on October 28, 2021 based on the eligible costs and guidance provided by the U.S. Treasury.

**City Council approval is requested to update the following ARPA Project Detailed Budget:**

- ARPA Project GSP06 – There is no increase or decrease in the budget total for this project. Updates to the detailed budget are requested to allocate funding to specific Budget Line items based on actual costs and updated quotes for services to implement a Small Business/ Microbusiness Support Center.
- Please see the detailed budget and budget narrative included in the backup.

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

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

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

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

As a non-entitlement unit of local government (NEU), the City of Socorro has received a direct allocation of funding to be administered in two tranches (each tranche representing half of the NEU's allocation) by the Texas Division of Emergency Management (TDEM).

The City's total ARPA allocation is **\$8,533,234.18**.

Please see attached.

### **FINANCIAL IMPACT**

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

**Funding Source:** ARPA

**Amount:** N/A

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

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

### **ALTERNATIVE**

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

### **STAFF RECOMMENDATION**

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

**REQUIRED AUTHORIZATION**

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

## Attachment 2

### ARPA Coronavirus State and Local Recovery Fund City of Socorro, Texas

### Project Detailed Budget Form

**Project Name:** Farmers Market - Microbusiness  
**Project ID:** GSP06

**ARPA Expenditure Categories (EC):**  
EC 2.33 - Enhanced Support to Microbusinesses

**Administering Department:** Grants & Special Projects Depart  
**Project Director:** Alejandra Valadez

**Date Approved by City Council:** 11/3/22  
**Update Approved by City Council:** \_\_\_\_\_

Federal Expenditure Categories (SF-424A)	GL Code	GL Title	FY 2021-2022	FY 2022-2023	FY 2023-2024
<b>a. Personnel</b>					
Enter funds required for compensation of personnel :	05101	Salaries	0.00	0.00	0.00
	05103	Overtime	0.00	0.00	0.00
			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>b. Fringe Benefits</b>					
Enter funds required for compensation of fringe benefits :	05111	FICA/Medicare Taxes	0.00	0.00	0.00
	05112	T.W.C. Payroll Taxes	0.00	0.00	0.00
	05113	Health Insurance Premiums	0.00	0.00	0.00
	05114	Workers Compensation Insurance	0.00	0.00	0.00
	05115	Deferred Compensation Benefits	0.00	0.00	0.00
	05116	Life Insurance	0.00	0.00	0.00
	05117	Dental Insurance Expense	0.00	0.00	0.00
	05118	Vision Insurance Expense	0.00	0.00	0.00
			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>c. Travel</b>					
Enter funds required for travel from the selected program :	05711	Travel Lodg Airf Mil	0.00	0.00	0.00
	05614	Vehicle Fuel	0.00	0.00	0.00
			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>d. Equipment</b>					
Over \$5,000	05810	Property and Equipment	0.00	0.00	0.00
Enter funds required for equipment from the selected program. Equipment means tangible personal property			0.00	0.00	0.00
			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>e. Supplies</b>					
Under \$5,000	05201	Office Expense and Supplies	0.00	7732.00	800.00
Supplies means all tangible personal property other than	05211	Postage	0.00	0.00	0.00
	05213	Uniforms	0.00	0.00	0.00
	05314	Telephone	0.00	0.00	0.00
	05516	Dues/Subscriptions	0.00	0.00	0.00
	05527	Seminars/Training/Workshops	0.00	0.00	0.00
	05521	Support Activities	0.00	0.00	0.00
	05523	Equipment Rental/Lease	0.00	0.00	0.00
	05610	Office Furniture	0.00	5874.00	0.00
			<b>\$ -</b>	<b>\$ 13,606.00</b>	<b>\$ 800.00</b>
<b>f. Contractual</b>					
Enter funds required for contractual costs from the selected program :	05411	Legal Fees	0.00	0.00	0.00
	05520	Service Contracts	0.00	23694.00	66900.00
			<b>\$ -</b>	<b>\$ 23,694.00</b>	<b>\$ 66,900.00</b>
<b>g. Construction</b>					
Enter funds required for construction or major renovation :	75690	Construction materials	0.00	45000.00	0.00
			<b>0.00</b>	<b>45000.00</b>	<b>0.00</b>

<b>Subtotals</b>	\$	-	\$ 82,300.00	\$ 67,700.00
<b>PROJECT TOTAL</b>				<b>\$ 150,000.00</b>

**Budget Narrative:**

**e. Supplies** for Small Business/ Microbusiness Support Center at Chayo Apodaca Community Center. Costs include consumable office supplies (paper, pens, etc), computer, computer accessories, and desk accessories for small business technical assistance offices, Smart TV monitors for business workshops, training, and presentations (GL 05201 total \$8,532.00), and office furniture including storage units, file cabinet, reception area furniture (couch, chairs), plexiglass dividers, and office fixtures (GL 05610 total \$5,874.00). Supplies total is \$13,606.00 for FY 22-23 + \$800.00 for FY 23-24 = \$14,406.00.

**f. Contractual** services for Small Business/ Microbusiness Support Center at Chayo Apodaca Community Center. Costs include cleaning and rehabilitation services to re-open the Chayo Apodaca Community Center as a business center, including professional cleaning services (\$3,800.00), landscaping maintenance (\$3,360.00), and ethernet connections (\$3,434.00) to small business technical assistance offices. Contractual costs also include service contracts to be procured according to local purchasing manual and policies to provide small business technical assistance and workshops at CACC (\$30,000), and Farmers Market/Microbusiness Aid programs (\$50,000). Contractual (GL 05520) total is \$23,694.00 for FY 22-23 + \$66,900.00 for FY 23-24 = \$90,594.00.

**g. Construction** activities to rehab the Chayo Apodaca Community Center to establish a Small Business/ Microbusiness Support Center. Costs include interior and exterior repairs to Chayo Apodaca Community Center (paint, ceiling repairs, exterior paint, broken window) totaling \$5,000.00 and development of outdoor Small Business Expo Plaza totaling \$40,000.00. Construction (GL 75690) total is \$45,000.00 for FY 22-23. No additional construction expenses are anticipated for FY 23-24.



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT:**

Discussion and action to approve the Strategic Alliance Memorandum with the Small Business Administration El Paso District Office and the City of Socorro for the purpose of meeting the needs of the small business community in the City of Socorro.

**SUMMARY**

The City of Socorro will enter into a mutual understanding and working relationship with the United States Small Business Administration (SBA) in order to help start, maintain, and expand small businesses within the City of Socorro.

**STATEMENT OF THE ISSUE**

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual, and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the City of Socorro in order to strengthen and expand small business development in the local area.

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as detailed in the backup.

**This SAM does not authorize the expenditure of any funds.** Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor

shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to the City of Socorro and SBA.

Please see SAM included in the backup.

### **FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** N/A

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

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

### **ALTERNATIVE**

Not approve – City Council will **not** approve the Strategic Alliance Memorandum with the Small Business Administration El Paso District Office and the City of Socorro for the purpose of meeting the needs of the small business community in the City of Socorro.

### **STAFF RECOMMENDATION**

**APPROVE** – City Council will approve the Strategic Alliance Memorandum with the Small Business Administration El Paso District Office and the City of Socorro for the purpose of meeting the needs of the small business community in the City of Socorro.

### **REQUIRED AUTHORIZATION**

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



# Strategic Alliance Memorandum

*with the*

**United States Small Business Administration**

*and the*

**The City of Socorro**

## **I. PURPOSE**

The United States Small Business Administration (SBA) and the City of Socorro (each a “Party” or, collectively the “Parties”) are joined by a common mission; **helping start, maintain, and expand small businesses**. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The City of Socorro is the official local government agency representing the citizens of the City of Socorro. The city has an approximate population size of 36,236. The city’s mission is to collaborate with its citizens in order to provide outstanding municipal services and utilize forward-thinking ideas to generate the highest possible quality of living. By combining honesty and integrity continue to provide a safe and unique community for all current and future residents.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the City of Socorro in order to strengthen and expand small business development in the local area.

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA’s Cosponsorship Authority.

In order to further their common goals, the Parties agree to the following:

## **II. SCOPE AND RESPONSIBILITIES**

### **SBA Undertakings:**

Within the limits of its available and/or appropriated resources, the SBA through its El Paso District Office will:

- Provide the City of Socorro with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise the City of Socorro of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in The City of Socorro workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite the City of Socorro's clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at the City of Socorro's location when appropriate.
- Provide a text-only hyperlink from SBA's website to the City of Socorro's website pursuant to SBA's linking policies.
- Provide information to the City of Socorro's staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and the City of Socorro.

### **The City of Socorro's Undertakings:**

Within the limits of its available resources, the City of Socorro will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform the City of Socorro's small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the City of Socorro's website to SBA's website.
- Assign a local point of contact to serve as liaison between the City of Socorro and SBA.

## **III. USE OF SBA NAME AND LOGO**

All materials bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official. Use of SBA's logo must be accompanied by the following statement: "Use of the SBA logo is authorized by a Strategic Alliance Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity." The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA's logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA's logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries, any lobbying efforts, or any political activities.

The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the City of Socorro. Nothing in this SAM permits the City of Socorro to use the SBA official seal.

**IV. TERM**

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

**V. AMENDMENT**

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

**VI. TERMINATION**

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

**VII. RELATIONSHIP**

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to the City of Socorro and SBA.

**VIII. RESPONSIBLE PROGRAM OFFICIAL**

The SBA Responsible Program Official for this Strategic Alliance Memorandum is

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**IX. POINTS OF CONTACT**

The points of contact for administrative matters pertaining to this SAM are:

The City of Socorro:

Name: Adriana Rodarte

Title: City Manager

Address: 124 S. Horizon Blvd., Socorro, TX 79927

Email: citymanager@costx.us

**U.S. Small Business Administration:**

Name:

Title:

Address:

Email:

**X. SIGNATURES**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**U.S. Small Business Administration:**

\_\_\_\_\_  
Stephen Morris, Director of Strategic Alliances

\_\_\_\_\_  
Date

*Note: District Directors may also co-sign.*

\_\_\_\_\_  
[Name], [District Director]  
[District Office]

\_\_\_\_\_  
Date

The City of Socorro:

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

\_\_\_\_\_  
Date



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



**ITEM 16**

**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

TO: City Clerk: Olivia Navarro

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

SUBJECT: *Discussion & Action Re: Historical Landmarks Commission Guidelines*

**SUMMARY:** The City of Socorro's Historical Landmarks Guidelines are vastly outdated and in need of updating. These guidelines allow for changes and additions to residential and commercial property, and are the guiding document for the HLC & HPO to reference in reviewing COA applications. More importantly, these guidelines will help us build our heritage & tourism standards for the development of Socorro Rd.

The City is recommending approval of a contract for a consulting firm experienced in historic preservation and used by many other municipalities to update our guidelines.

**STATEMENT OF THE ISSUE:** City staff needs approval from the City Council regarding all contracts.

**FINANCIAL IMPACT:** : \$22,000 – monies allocated in the ARPA Projects.

**ALTERNATIVE:** Denial

**STAFF RECOMMENDATION:** Approval

**REQUIRED AUTHORIZATION:**

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

**MCDoux PRESERVATION LLC**  
**AGREEMENT FOR**  
**PROFESSIONAL CONSULTING SERVICES WITH**  
**CITY OF SOCORRO, TEXAS**

THIS AGREEMENT for professional consulting services is for provision of updated design guidelines and related services for the City of Socorro, Texas. This Agreement (hereinafter referred to as the “Agreement”) is made by and between McDoux Preservation LLC, with offices located at 18214 Upper Bay Road #58114, Houston, Texas, 77058 (hereinafter referred to as the “Consultant”) and the City of Socorro, Texas, a Texas municipal government, with offices located at 124 Horizon Blvd., Socorro, Texas, 79927 (hereinafter referred to as the “Client”).

**RECITALS:**

**WHEREAS**, Client has determined that there is a need for the delineated services; and

**WHEREAS**, Client desires to contract for such professional services; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 EFFECTIVE DATE, DURATION, AND TERM**

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be twelve (12) months from the effective date of this Agreement.

Both Client and Consultant reserve the right to review the Agreement at any time, including at the end of any deliverable or phase or task, and may elect to terminate the Agreement with or without cause or may elect to continue.

## **1.02 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, Client agrees to pay Consultant a total sum not to exceed Twenty-Two Thousand Dollars (\$22,000.00) in payment for services and the Scope of Services deliverables as delineated in Exhibit “A” attached hereto and incorporated herein for all purposes.

This amount includes all travel, printing, and associated expenses other than those which are reimbursable under this Agreement as delineated in Section 1.07.

## **1.03 SCOPE OF SERVICES**

For purposes of this Agreement, Consultant has issued its Scope of Services for the assignments delineated herein, and such Scope of Services is delineated in Exhibit “A.”

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Consultant shall satisfactorily provide all services and deliverables described under the referenced Scope of Services within the contract term specified in Section 1.01. Consultant’s undertakings shall be limited to performing services for Client and/or advising Client concerning those matters on which Consultant has been specifically engaged. Consultant shall perform its services in accordance with this Agreement and with the referenced Scope of Services. Consultant shall perform its services in a professional and workmanlike manner.

Consultant shall not undertake work beyond the Scope of Services set forth in Exhibit “A.” However, either party may make written requests for changes to the Scope of Services. To be effective, such changes must be negotiated, agreed to in all relevant details, and be embodied in a valid Supplemental Agreement as described in Section 1.05 hereof.

## **1.04 LIMITATION TO SCOPE OF WORK**

Consultant and Client agree that the Scope of Services to be performed is enumerated in Exhibit “A” herein, and may not be changed without the express written agreement of the parties. Notwithstanding anything herein to the contrary, the parties agree that Client retains absolute discretion and authority for all funding decisions, such to be based solely on criteria accepted by Client which may be influenced by but not be dependent on Consultant’s work.

## **1.05 SUPPLEMENTAL AGREEMENTS**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by Client or Consultant, if either party determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any

additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and Client shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

#### **1.06 PAYMENT FOR SERVICES**

**Payment for Services:** In consideration for the consulting services to be performed by Consultant, Client agrees to pay Consultant as follows:

Fees for the listed deliverables in a total amount not to exceed Twenty-Two Thousand Dollars (\$22,000.00), shall be paid by Client on a monthly basis for only work that been completed. The hourly rates shall be \$175.00 per hour for the Principal Consultant and \$109.00 per hour for the Associate Consultant.

To receive payment, Consultant shall prepare and submit detailed invoices to Client for services rendered in correlation with Exhibit “A.” Each monthly invoice shall be for an amount corresponding with the actual hours worked during the preceding month. If Client has any dispute with services performed, then Client shall notify Consultant within thirty (30) days after receipt of invoice. In the event of any dispute regarding the services performed, then and in that event Consultant shall either (a) satisfactorily re-perform the disputed services or (b) provide Client with an appropriate credit.

**Deductions:** No deductions shall be made for Consultant’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

**Additions:** No additions shall be made to Consultant’s compensation based upon project claims, whether paid by Client or denied.

#### **1.07 PAYMENT FOR REIMBURSABLE EXPENSES**

**Payment for Reimbursable Expenses:** Reimbursable expenses, only which are reasonable and necessary, shall be submitted to the Client in writing for approval prior to expenditure for the same, shall be paid to Consultant at actual cost upon Consultant properly invoicing for same and providing documentation for same.

#### **1.08 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment hereunder, Consultant shall prepare and submit detailed invoices to Client for services rendered. Such invoices for professional services shall track the referenced Scope of Services, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by Client. Such invoices shall conform to the schedule of services and costs in connection therewith.

**Payment of Taxes:** Client shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **1.9 PROMPT PAYMENT POLICY**

Payment to be made by Client to Consultant shall be made within thirty (30) days of the date Client receives goods under this Agreement, the date the performance of the services under this Agreement are completed or the date Client receives a correct invoice for the goods or services, whichever is later. This Prompt Payment Policy does not apply to payments made by Client in the event:

- (1) There is a bona fide dispute between Client and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- (2) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (3) The terms of a federal contract, grant, regulation, or statute prevent Client from making a timely payment with federal funds.

## **1.10 TERMINATION; DEFAULT**

**Termination.** It is agreed and understood by Consultant that Client may terminate this Agreement for the convenience of Client, upon fifteen (15) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Termination of this Agreement shall extinguish all rights, duties, and obligations of the parties to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

**Final Payment.** Consultant shall invoice Client for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished and reimbursable expenses incurred prior to the receipt of said notice of termination.

**Work Product.** Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of Client upon termination of this Agreement, and shall be promptly delivered to Client in a reasonably organized form without restriction on future use, provided Client gives Consultant appropriate credit when Consultant's work product is used for publicity or marketing purposes, and provided Client assumes all liability arising from the use of the work product for other projects or for uses on this project for which the work product was not intended.

### **1.11 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not Client's employee. Consultant's employees or subcontractors are not Client's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and Client agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and Client shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from Client in skills necessary to perform services required by this Agreement.
- (6) Client shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

### **1.12 INTENTIONALLY DELETED.**

### **1.13 CLIENT'S RESPONSIBILITIES**

**Full information:** Client shall provide full information regarding project requirements. Client shall have the responsibility of providing Consultant, in a timely manner so as not to unreasonably delay Consultant's work, with such documentation and information as is reasonably required to enable Consultant to provide the services called for. Client shall cause its employees and any third parties who are otherwise assisting, advising or representing Client to cooperate on a timely basis with Consultant in the provision of its services. Consultant may rely upon written information provided by Client and its employees and agents as accurate and complete. Consultant may rely upon any written directives provided by Client or its designated representative concerning provision of services.

**Required materials:** Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Client shall furnish information which



includes but is not limited to access to the property, preliminary information and/or data regarding the site and surrounding property (if applicable), pertinent correspondence with local municipal and planning officials, previous market analyses or feasibility studies, and other pertinent information. Consultant agrees, within thirty (30) days of the effective date of this Agreement, and thereafter as the need arises, to provide Client with a comprehensive and detailed information request list.

#### **1.14 CONFIDENTIALITY; AND MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by Client for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

All data relating specifically to Client's business and any other information which reasonably should be understood to be confidential to Client is confidential information of Client. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. Client's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees and others working on behalf of the party of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including a subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other party with prompt written notice and allows the other party to seek a restraining order or other appropriate relief.

Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither Client nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, Client will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for Client and delivered to Client under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than the Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to Consultant. Client shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for Client's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

#### **1.15 WARRANTIES**

Consultant shall perform all services hereunder consistent with generally prevailing professional or industry standards, and in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this standard ("Standard of Care").

#### **1.16 LIMITATION OF LIABILITY**

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by Client, its directors, employees or agents.

In no event shall Consultant be liable to Client, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by Client to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder, or (c) for any damages not resulting solely from Consultant's negligent acts or omissions.

#### **1.17 INDEMNIFICATION**

Consultant and Client each agree to indemnify and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

Consultant agrees to indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for Third Party claims of infringement of any trade secrets, copyrights, trademarks or trade names arising from the deliverables provided by Consultant to Client in connection with the performance of this Agreement.

#### **1.18 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

#### **1.19 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, Client shall provide Consultant with a certificate from the Texas State Comptroller indicating that the Client is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

#### **1.20 INSURANCE**

**Insurance.** Consultant, at Consultant's sole cost, shall have and maintain during the term of this Agreement professional liability insurance coverage in the minimum amount of One Million Dollars from a company authorized to do insurance business in Texas and otherwise acceptable to Client.

**Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Agreement to maintain during the term of the Agreement, at the subconsultant's own expense, the same stipulated minimum insurance required in the immediately preceding paragraph, including the required provisions and additional policy conditions as shown below. As an alternative, Consultant may include its subconsultants as additional insureds on its own coverages as prescribed under these requirements. Consultant's certificate of insurance shall note in such event that the subconsultants are included as additional insureds.

Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant shall retain the certificates of insurance for the duration of this Agreement, and shall require the same from its subconsultants. Client shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant.

## **1.21 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

Consultant, its consultants, agents, employees and subcontractors shall comply with all applicable federal and state laws, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to Client at the expiration of the term of this Agreement.

## **1.22 DESIGNATION OF REPRESENTATIVES**

Client hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Victor Reta  
City of Socorro, Texas  
124 Horizon Blvd.  
Socorro, Texas 79927  
915-858-2915  
vreta@costx.us

Consultant hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Steph McDougal  
McDoux Preservation LLC  
18214 Upper Bay Road #58114  
Houston, Texas 77058  
833-623-7737 ext. 1  
Steph.mcdougal@mcdoux.com

## **1.23 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or

- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Consultant:**

Steph McDougal  
McDoux Preservation LLC  
18214 Upper Bay Road #58114  
Houston, Texas 77058

**Notice to Client:**

Victor Reta  
City of Socorro, Texas  
124 Horizon Blvd.  
Socorro, Texas 79927

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of Client and Consultant.

**1.24 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas, and both parties consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.

**1.25 EXCLUSIVE AGREEMENT**

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties understand and expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

**1.26 SOVEREIGN IMMUNITY AND PUBLIC INFORMATION.**

Nothing herein shall waive any rights of the Client under Section 2251 of the Texas Government Code, and to extent that this paragraph or any part of this Agreement violates the

same, Section 2251 of the Texas Government Code shall control. The Client reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the Customer not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by Consultant shall be deemed to require the same be exercised reasonably and in good faith.

#### **1.27 FORCE MAJEURE**

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Consultant shall not be deemed to be in default of its obligations to Client if its failure to perform or its substantial delay in performance is due to Client's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

#### **1.28 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **1.29 STANDARD OF CARE**

Consultant represents that it is trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner according to the standards generally followed by design professionals working on similar projects in the same geographical area.



### **1.30 GENERAL AND MISCELLANEOUS**

The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. Client agrees to provide Consultant with one fully executed original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates hereafter indicated.

#### **City of Socorro, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

#### **McDoux Preservation LLC**

By: Steph McDougal

Printed Name: Steph McDougal

Title: Principal Consultant

Date Signed: November 17, 2022

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

McDoux Preservation agrees to provide professional consulting services to the City of Socorro, to be billed on an hourly basis, for any or all of the following:

McDoux will develop one set of Design Guidelines for both contributing and noncontributing resources, based on the feedback received from the public during the first community meeting, the survey results, and input from the Stakeholder Committee.

**TASK 1: PROJECT KICKOFF**

The project will start with a kickoff meeting to review and approve the project plan and schedule. McDoux will then assist the City in forming a Stakeholder Committee comprised of members of the community, the Commission, and the Historic Preservation Office, which will be responsible for providing initial directional input and later feedback on drafts of project deliverables. (The City will be responsible for contacting potential committee members and securing their participation.) McDoux will also develop initial text for a project webpage and a plan for keeping it up-to-date; the City will make those changes as needed (probably once or twice a month).

*TASK 1 DELIVERABLES*

- Project plan and schedule
- Community outreach plan
- Initial text for project webpage
- Project webpage update plan

**TASK 2: COMMUNITY MEETING #1**

City staff will lead the first of three community meetings to introduce the project and collect community input. McDoux will provide presentation/meeting materials and view the meeting via livestream or video recording.

*TASK 2 DELIVERABLES*

- PowerPoint presentation with notes
- Digital files for community meeting materials, as needed
- Summary report following community meeting

### **TASK 3: DESIGN GUIDELINES DRAFT**

McDoux will develop one set of Design Guidelines for both contributing and noncontributing resources, based on the feedback received from the public during the first community meeting and input from staff and the Stakeholder Committee. This will include:

- Develop an overall document format in collaboration with Client, using Adobe InDesign.
- Migrate existing text into Adobe InDesign, to include any regulations currently in place and being administered under the historic preservation ordinance.
- Identify photographs and other graphics needed.
- Coordinate with the City of Socorro to source photographs of appropriate/compatible examples.
- Gather photographs of inappropriate/incompatible examples from places not in Socorro.
- Prepare other graphics as needed for the guidelines.
- Submit a draft for City review.
- Complete two rounds of revisions.
- Deliver final in Adobe InDesign and Acrobat PDF formats, as well as all images used in the guidelines as JPG or PNG files.

#### *TASK 3 DELIVERABLES*

- Draft design guidelines

### **TASK 4: COMMUNITY MEETING #2**

The draft Design Guidelines will be posted for public comment for six weeks; during this time City staff will present the updates at a second (virtual) community meeting. This presentation will include an overview of the community survey results along with specific examples of how the public's feedback was considered and incorporated into the draft. McDoux will provide presentation/meeting materials and view the meeting via livestream or video recording.

#### *TASK 4 DELIVERABLES*

- PowerPoint presentation with notes
- Digital files for community meeting materials, as needed
- Summary report following community meeting

### **TASK 5: DESIGN GUIDELINES REVISED DRAFT**

McDoux will revise the first draft of the Design Guidelines based on feedback received from the public, Stakeholder Committee, and City staff.

***TASK 5 DELIVERABLES***

- Revised draft design guidelines

**TASK 6: COMMUNITY MEETING #3**

City staff will present the revised draft of the Design Guidelines at the third community meeting. We will make any additional changes after consultation with the City and Stakeholder Committee. McDoux will provide presentation/meeting materials and view the meeting via livestream or video recording.

The City will then take the final draft forward for Commission and Council Approval, following the City's schedule of meetings. McDoux will not be involved in these meetings.

***TASK 6 DELIVERABLES***

- PowerPoint presentation with notes
- Digital files for community meeting materials, as needed
- Summary Report following community meeting
- Final draft design guidelines

**TASK 7: FINAL DELIVERABLES**

McDoux will make up to two additional rounds of revisions after receiving any final comments. The final deliverables for this project will include the approved Design Guidelines, including all image files, as both native Adobe InDesign files and Adobe Acrobat PDF files.

**Schedule**

The project will start on December 1, 2022, or when Consultant receives a Notice to Proceed from Client following the complete execution of this contract. All work will be completed by September 30, 2023.

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2/ Mayor Pro Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**November 21, 2022**

**TO: Mayor and City Council Members**

**FROM: Chief David Burton**

**SUBJECT: HIDTA MOU**

**SUMMARY**

The Socorro Police Department is requesting the annual renewal of the existing HIDTA MOU.

**STATEMENT OF THE ISSUE**

HIDTA MOU Annual Renewal.

**FINANCIAL IMPACT**

None.

The Socorro Police Department maintains a HIDTA Task Force Officer which is grant funded.

**ALTERNATIVE**

Not signing the MOU, resulting in the HIDTA Task Force Officer being withdrawn from the program.

**STAFF RECOMMENDATION**

The staff is recommending approval of this item.

**REQUIRED AUTHORIZATION**

1. Chief of Police \_\_\_\_\_ Date \_\_\_\_\_

2. Mayor \_\_\_\_\_ Date \_\_\_\_\_

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





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

660 S. Mesa Hills, Suite 2000, El Paso, Texas 79912

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Socorro Police Department  
670 Poona Rd.  
Socorro, Texas 79927

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

David Burton, Chief

5. Signature

6. Date

**HIDTA STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN THE  
DRUG ENFORCEMENT ADMINISTRATION  
AND THE  
SOCORRO POLICE DEPARTMENT  
FY 2023-2026**

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Socorro Police Department ORI# TX0711600 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the El Paso Division area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of El Paso, the parties hereto agree to the following:

1. The El Paso Division, HIDTA Enforcement Group 7, West Texas Anti-Gang (WTAG) Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the El Paso area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the Enforcement Group 7 WTAG Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Enforcement Group 7 WTAG Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers pursuant to 21 USC § 878.
5. To accomplish the objectives of the Enforcement Group 7 WTAG Task Force, DEA will assign five (5) Special Agents to the task force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and

budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers, and other specified employees (if any). This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Enforcement Group 7 WTAG Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of the parent agency officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, will reimburse the parent agency for overtime payments incurred by its Task Force Officers in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify each investigator who incurred overtime for the tasking during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.
13. Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in task force vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.
14. While on duty and acting on task force business, the parent agency officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.
15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Gregory M. Millard  
Special Agent in Charge

\_\_\_\_\_  
Date

For the Socorro Police Department

\_\_\_\_\_  
David Burton  
Chief

\_\_\_\_\_  
Date

For the City of Socorro, Texas:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2 / Mayor ProTem

*Rudy Cruz, Jr.*  
District 3

*Yvonne Colon-Villalobos*  
District 4

**DATE:** December 1, 2022

**TO:** Mayor & Council

**FROM:** Carlos Gallinar

**SUBJECT: DISCUSSION AND ACTION ON REPEALING PREVIOUS CITY COUNCIL ORDINANCE THAT AMENDED 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**

Staff is asking City Council to repeal a previous approved 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 directed staff to review this section of the City's Municipal Code and on July 21, 2022 voted to approve the code amendment. However, when incorporating new ordinance into Municode and after discussions with city attorneys, it was determined that Division 5 is no exist as a city regulation.

**STATEMENT OF THE ISSUE**

City cannot amend a regulation that is no longer in the city's municipal code.

**FINANCIAL IMPACT**

**ALTERNATIVE**

**NO APPROVE**

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL



**CITY OF SOCORRO  
CITY COUNCIL MEETING  
MEETING DATE: DECEMBER 1, 2022  
  
PRELIMINARY PLAT APPROVAL  
STAFF REPORT**

**SUBJECT:**  
**DISCUSSION AND ACTION TO APPROVE PRELIMINARY PLAT**

**NAME:** **SOCORRO LOGISTICS COMMERCIAL UNIT #1  
PRELIMINARY PLAT**

**PROPERTY ADDRESS:** North Loop & Inglewood

**PROPERTY LEGAL  
DESCRIPTION:** Being a portion of Tracts 13A, 13A2B, and all Tracts 14A and 14F,  
Block 5, Socorro Grant

**PROPERTY OWNER:** Socorro Logistics Land, LLC

**REPRESENTATIVE:** Jorge Grajeda, CEA Group

**PROPERTY AREA:** 8.4 Acres

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

**CURRENT LAND USE:** Vacant

**FUTURE LAND USE MAP:** Commercial

**PROPOSED LAND USE:** Commercial

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

**SUMMARY OF REQUEST:** Request to Approve Preliminary Plat. Plat shows 6 Commercial  
Lots, one public ROW, and 1 Private Pond.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL.

**BOARD RECOMMENDATION:** PNZ voted to APPROVE on November 17, 2022.

## FINANCIAL IMPACT

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

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

## ALTERNATIVE

Deny

## REQUIRED AUTHORIZATION

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2  
Mayor Pro Tem

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION \_\_\_\_\_

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR SOCORRO LOGISTICS COMMERCIAL #1, BEING A PORTION OF TRACTS 13A, 13A2B, AND ALL OF TRACTS 14A AND 14F, BLOCK 5, SOCORRO GRANTSOCORRO, TEXAS.**

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

That the property Being a portion of Tracts 13A, 13A2B, and all Tracts 14A and 14F, Block 5, Socorro Grant, Socorro, Texas has been granted a Preliminary Plat Approval as per the Subdivision Ordinance of the City of Socorro, Texas.

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

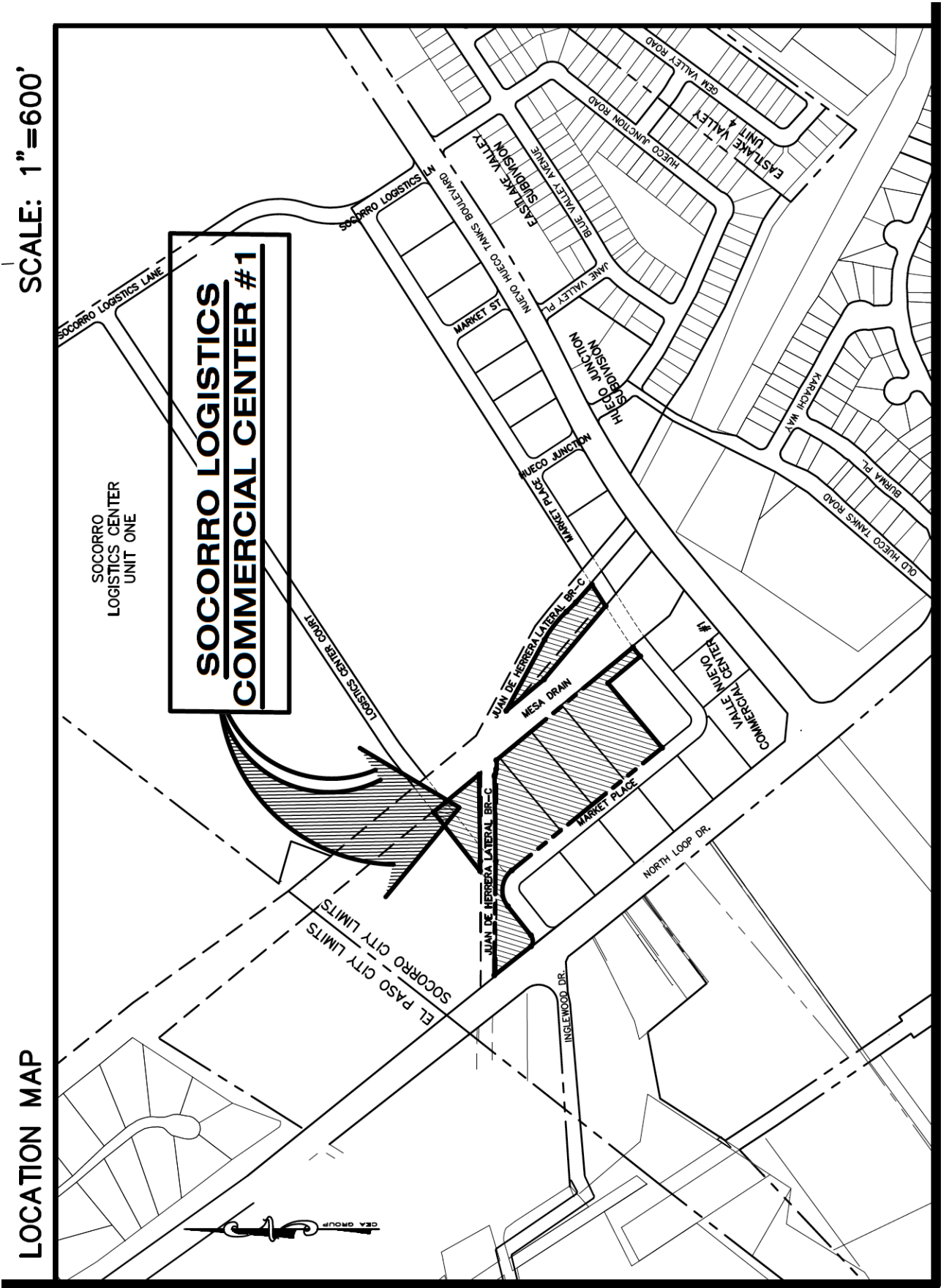
CITY OF SOCORRO, TEXAS

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

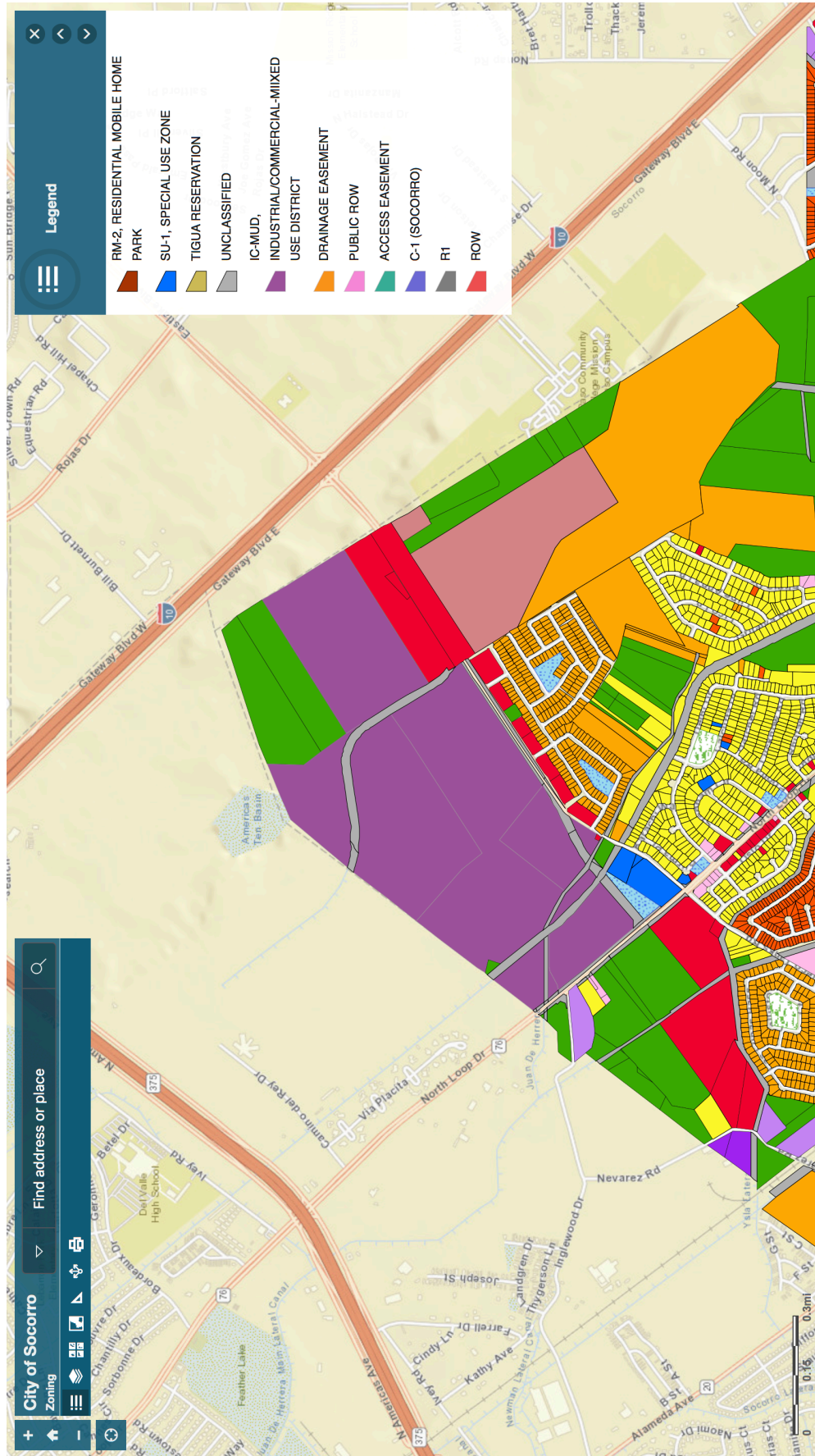
ATTEST:

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

# LOCATION MAP



# ZONING MAP





# SITE PICTURES



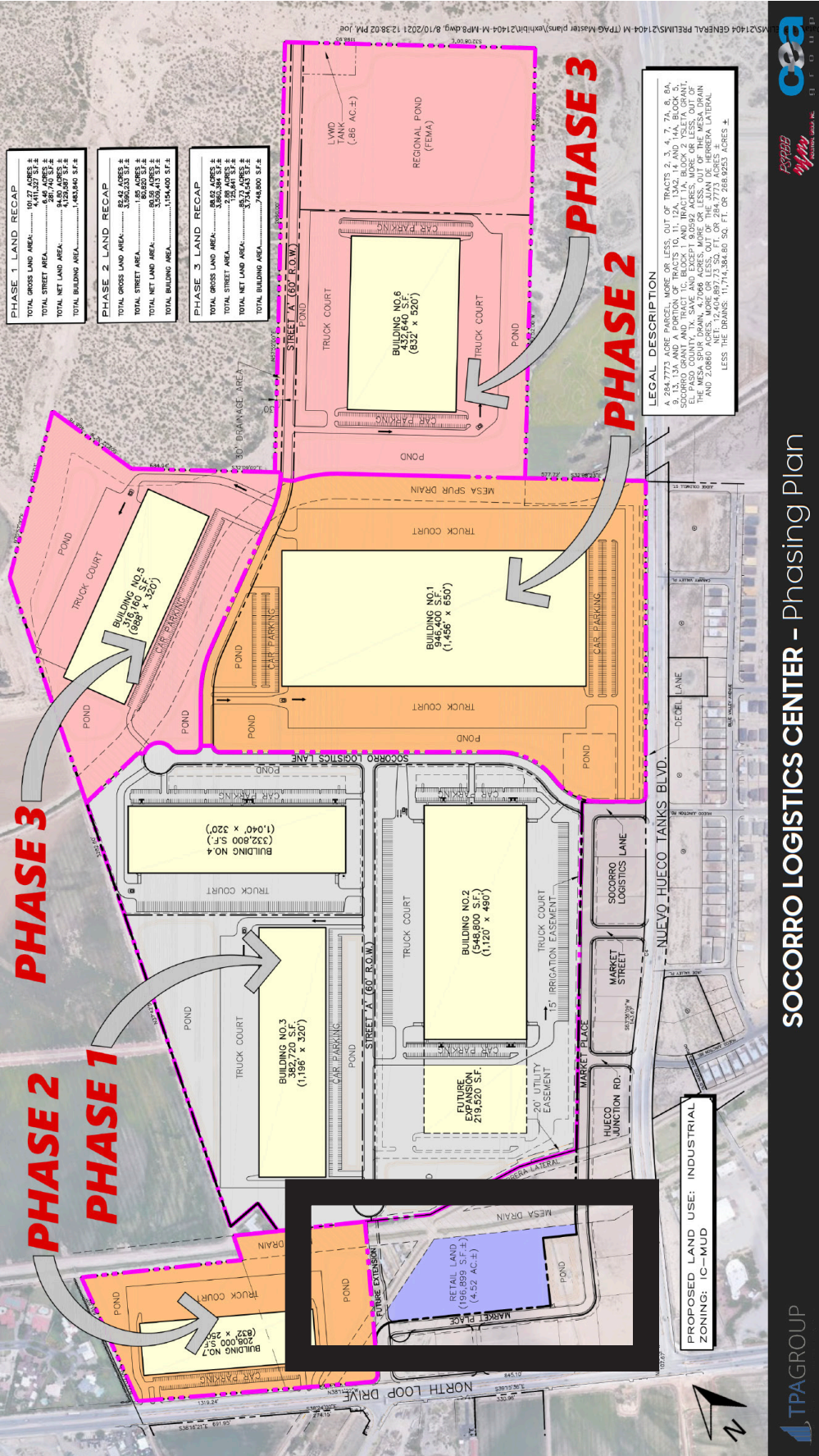


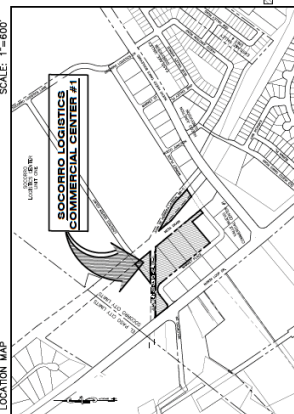
# AERIAL PHOTO





# MASTER PLAN PHASING







**CITY OF SOCORRO  
CITY COUNCIL MEETING  
MEETING DATE: DECEMBER 1, 2022**

**FINAL SUBDIVISION PLAT  
STAFF REPORT**

**SUBJECT:**  
**APPROVAL OF A FINAL SUBDIVISION PLAT.**

**NAME:** **SOCORRO LOGISTICS CENTER UNIT 2 FINAL PLAT**

**PROPERTY ADDRESS:** Intersection of North Loop Road and Nuevo Hueco Tanks Road

**PROPERTY LEGAL DESCRIPTION:** Being a portion of Tracts 8, 9, 10A, and 11C and a portion of Tracts 10A1 and 11C1, Block 5, Socorro Grant, Socorro, Texas.

**PROPERTY OWNER:** Hunt Eastlake Industrial, LLC

**REPRESENTATIVE:** Jorge Grajeda, CEA Group

**PROPERTY AREA:** 60.74 Acres

**CURRENT ZONING:** IC-MUD

**CURRENT LAND USE:** Vacant

**FUTURE LAND USE MAP:** Light Industrial

**PROPOSED LAND USE:** Warehousing / Logistics Center

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

**SUMMARY OF REQUEST:** Final Plat: Request to approve a preliminary plat as part of the Socorro Logistics Master Plan. Plat includes two lots and one public right-of-way. Ponds will be privately maintained.

Preliminary Plat was approved by City Council on August 18, 2022.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL.

**BOARD RECOMMENDATION:** PNZ voted to APPROVE on November 17, 2022.



**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

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2  
Mayor Pro Tem

**Rudy Cruz, Jr.**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION \_\_\_\_

**A RESOLUTION APPROVING A FINAL PLAT FOR SOCORRO LOGISTICS CENTER #2, BEING A PORTION OF TRACTS 8, 9, 10A, AND 11C, AND A PORTION OF TRACTS 10A1 AND 11C1, BLOCK 5, SOCORRO GRANT, SOCORRO, TEXAS.**

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

That the property Being a portion of Tracts 8, 9, 10A, and 11C and a portion of Tracts 10A1 and 11C1, Block 5, Socorro Grant, Socorro, Texas has been granted a Final Plat Approval as per the Subdivision Ordinance of the City of Socorro, Texas.

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

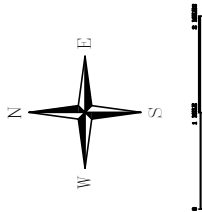
CITY OF SOCORRO, TEXAS

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

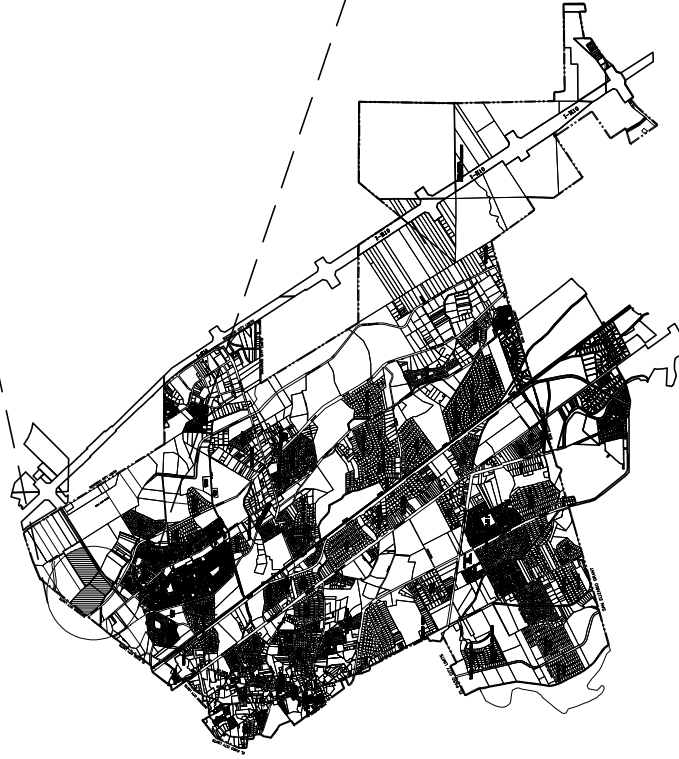
ATTEST:

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

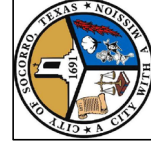
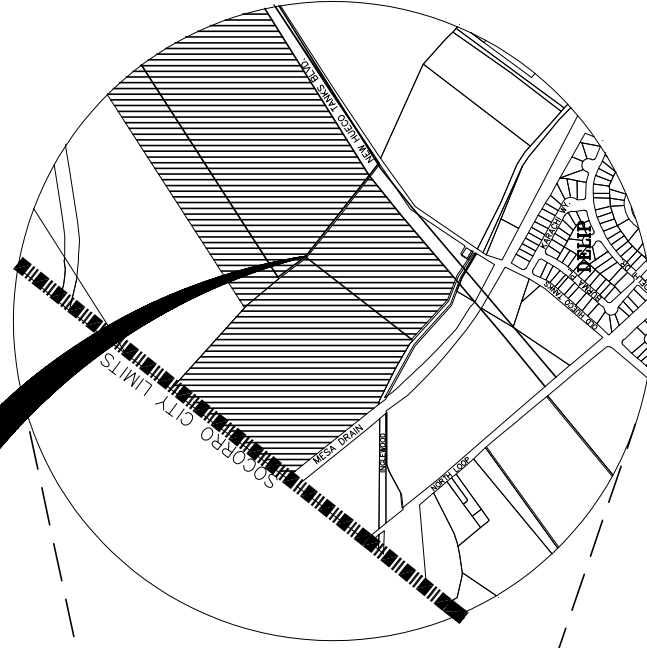
# LOCATION MAP



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



CITY OF SOCORRO



## LOCATION MAP

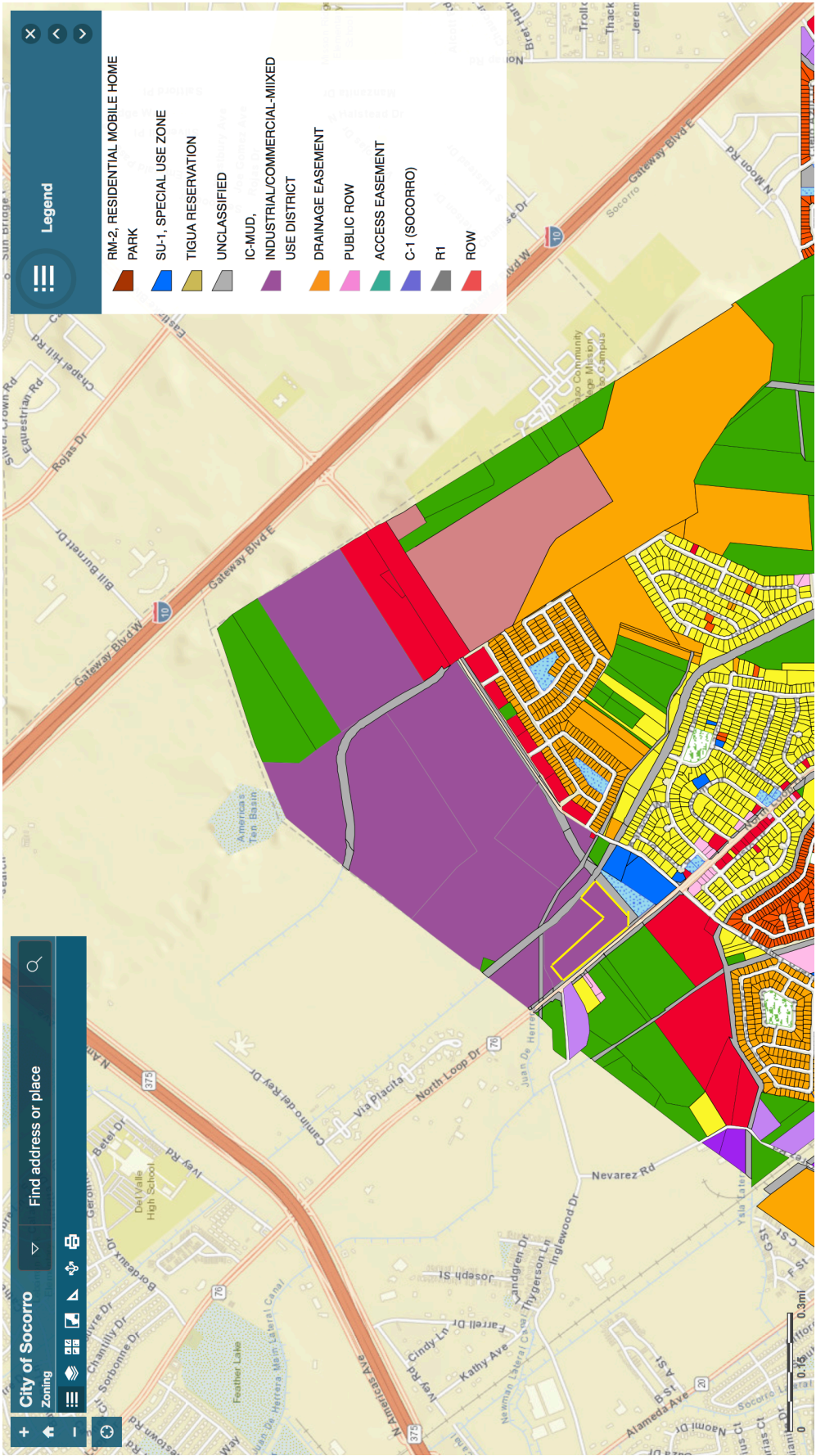
Scale: AS SHOWN

**Planning and Zoning Department**

860 N. Rio Vista Socorro, Texas 79087 Tel: (505) 872-4531 Fax: (505) 872-4673



# ZONING MAP



# SITE PICTURES





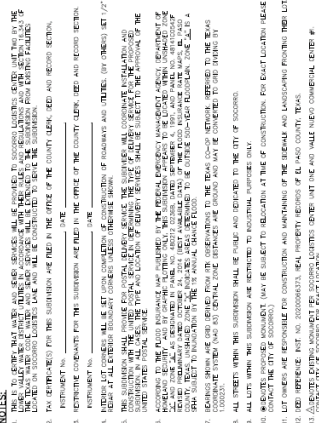
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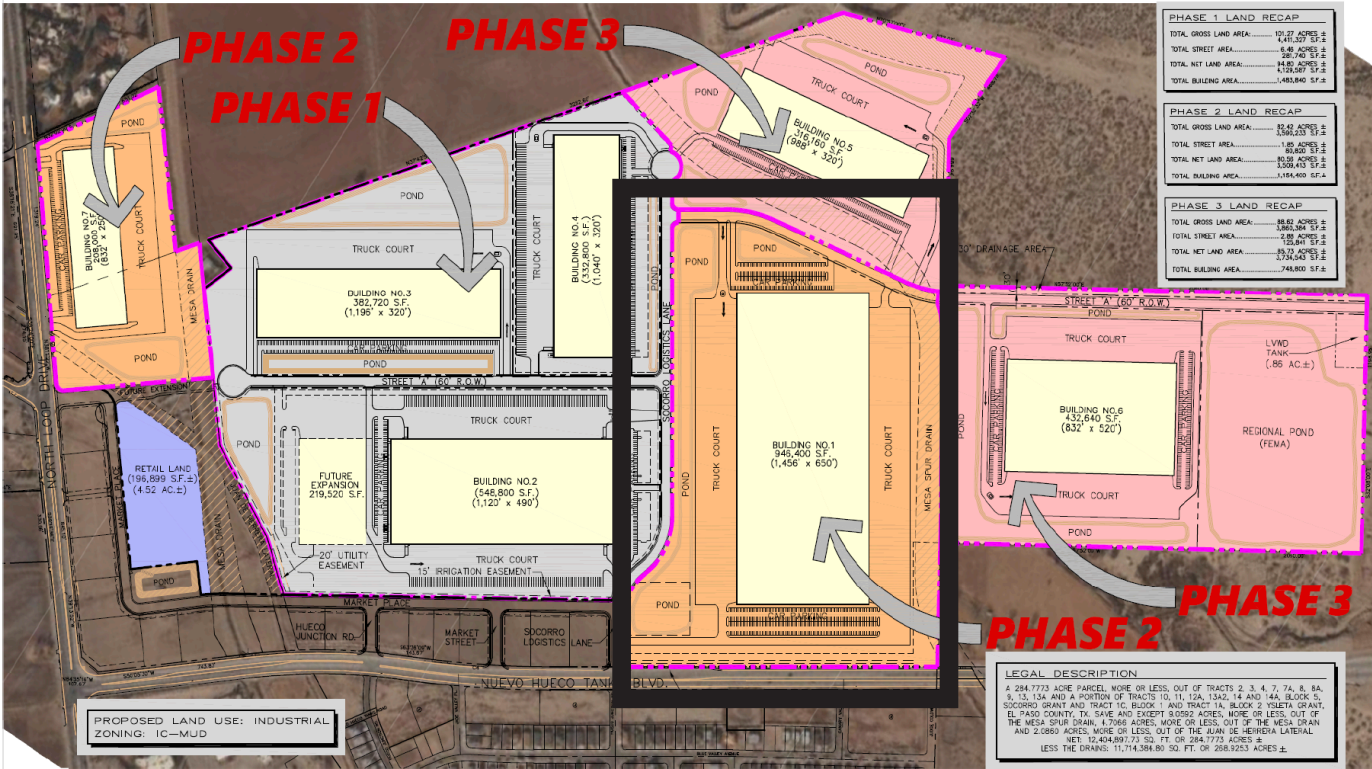
**SOCORRO**  
**LOGISTICS CENTER**  
**LIMIT TWO**



**GEORGE GRAJEDA, P.E.**  
 LARRY HARRIS & LARRY SOUTHWICK  
 10950 Wilshire Dr. (Bk.) P.O. Box 719333  
 Irvine (949) 251-7029 Fx. (916) 251-2708  
**CONTACT: BENITO BARRAGAN, R.P.L.S.**



# SOCORRO LOGISTICS - DEVELOPMENT PHASING OVERVIEW



PSRBB  
mfm  
INDUSTRIAL GROUP, INC.

1845 NORTHWESTERN SUITE "A"  
EL PASO, TEXAS 79912

(915) 877-0330 office  
(915) 877-0998 fax



## SOCORRO LOGISTICS CENTER MASTER PLAN

SCALE: 1" = 400'-0"

21404-G-MP8.DWG

DATE: 08-10-21



1776 PEACHTREE STREET, NW | SUITE 100 | ATLANTA, GA 30309



## ITEM 21

*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:** December 1, 2022

**TO:** Mayor & Council

**FROM:** Carlos Gallinar, Planning & Zoning Department

**SUBJECT: DISCUSSION AND ACTION TO APPROVE AN EVENT PERMIT FOR A THE EL PASO MARATHON.**

**SUMMARY:**

Applicant is requesting to approval of an event permit as per Section 36-255 (a) of the City of Socorro Municipal Code.

**BACKGROUND:**

- Event Name: El Paso Marathon
- Location: See Event Route
- Event Date: February 12, 2023
- Time: 6AM to Noon
- Expecting 500+ people

Applicant will have to coordinate with PD and provide traffic control.

**STATEMENT OF THE ISSUE**

Section 36-255 requires city council approval for an event within the city of Socorro.

**FINANCIAL IMPACT**

**ALTERNATIVE**

**NO APPROVE**



Event Permit # \_\_\_\_\_

1. Applicant's Name: El Paso Marathon Foundation
2. Applicant's Address: P.O. Box 2443 / El Paso / TX / 79952
3. Date of Event: February 12, 2023
4. Address of Event: 13981 Socorro Rd.
5. Phone Number: 915-274-5222
6. Legal Description Subdivision: \_\_\_\_\_  
 Tract: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_
7. Zoning: \_\_\_\_\_

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

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

<u>Mike Coulter</u>	<u>10/5/2022</u>	\$ <u>125<sup>00</sup></u>
Applicant's Signature	Date	Fee

_____	_____
Planning Department Approval	Date

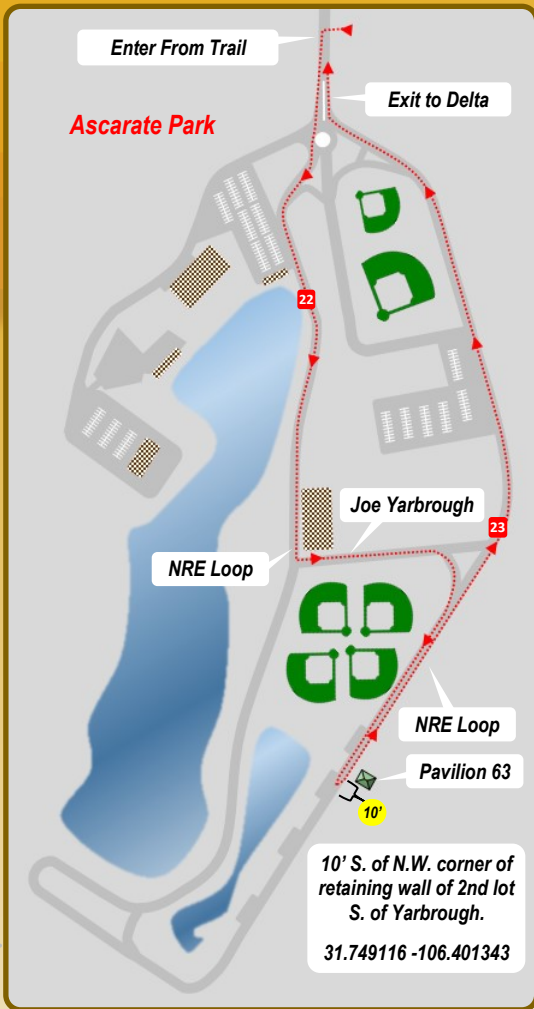
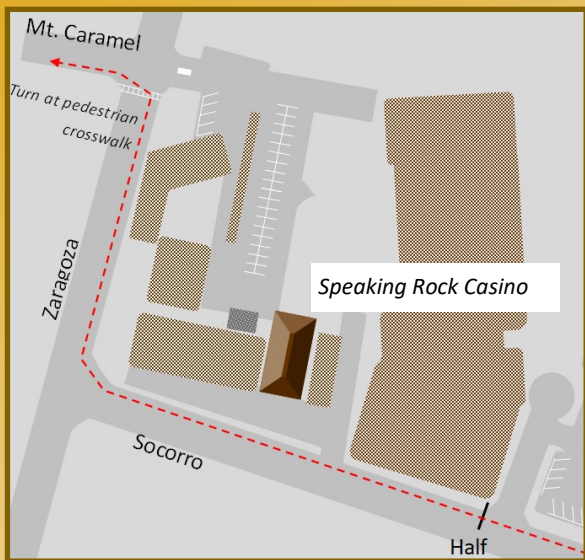
El Paso Marathon. El Paso, TX | 42.195 Km

Measured December 13-15, 2021 by Matthew Compton | mwc@timeandmeasure.com

Modification measured Feb. 1, 2022 by Tim Newell | tcnewell@icloud.com

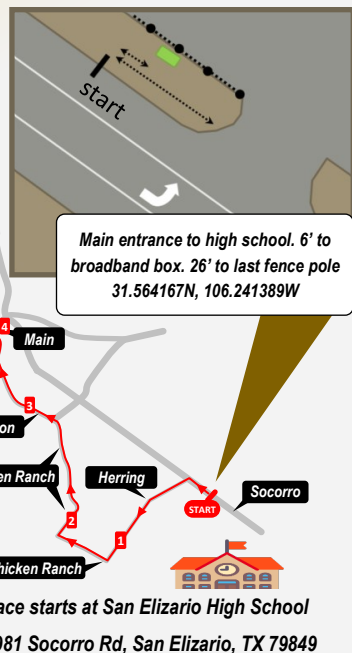
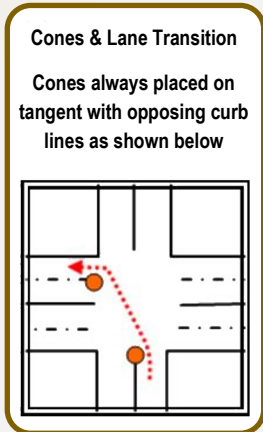
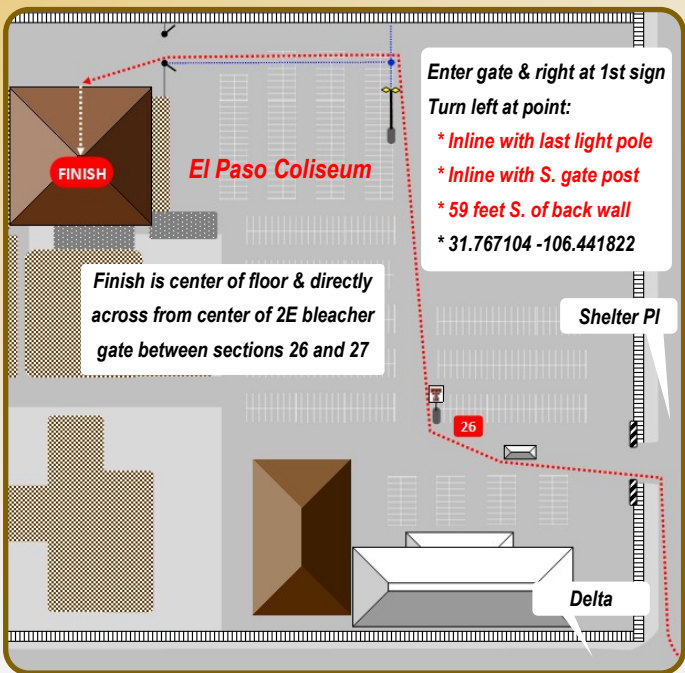
Course measured using shortest possible path within the designated roadways.

\* Not all side streets shown. Not to scale. Restrictions as noted



Right-most lane only on the following:

Socorro, Pan American, Zaragoza, Shutz, Padilla, Mecca, Independence, Elvin Way, Lee Starling, S. Yarbrough, Knights, Midway, Mimosa, Playa Drain Trail, Delta



Race starts at San Elizario High School  
13981 Socorro Rd, San Elizario, TX 79849

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to award RFQ 22-13 for Comprehensive Plan Consulting Services. Review Committee recommends approval of Matrix Design Group, Inc. and also authorize City manager or her designee to negotiate agreement.**

**SUMMARY**

The purpose of this agenda item is to inform council of the sealed Request for Qualifications RFQ 22-13 that was published September 25<sup>th</sup> and October 2<sup>nd</sup> all proposals were due and received on October 28, 2022. City of Socorro received 4 proposals. City clerk opened bids on Friday October 28, 2022, at 3:00 p.m.. The Review Committee consisted of City Manager, Adriana Rodarte, Chief of Police, David Burton, Communications Director / Historic Preservation Officer, Victor Reta, City Development Director, Alejandra Valadez, and Building Official Jose Balderrama. Below are the scores:

- |                          |              |
|--------------------------|--------------|
| ▪ Dover, Kohl & Partners | scored 89    |
| ▪ Parkhill               | scored 80.20 |
| ▪ In Situ Architecture   | scored 86.60 |
| ▪ Matrix Design Group    | scored 89.40 |

Therefore, we recommend Matrix Design Group Inc. be awarded this contract. The Firm were scored based on past project experience, project approach, personnel experience, and innovation in community engagement. The awarded firms meet all the requirements.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount: N/A depends on the project**

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

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

**ALTERNATIVE**

**Decline or deny all bids.**

**STAFF RECOMMENDATION**

**Staff recommends approval on this item.**

**REQUIRED AUTHORIZATION**

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

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2 / Mayor Pro-Tem

*Rudy Cruz Jr.*  
District 3

*Yvonne Colon - Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT:**

Discussion and action to award Solicitation No. 22-14 to Horizone Construction for Rio Vista Dr. and Bovee Bridge Replacement Projects TxDOT CSJ(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc in the amount of \$2,746,332.69 and authorize City Manager or her designee to sign contract or reject bid and go out for bid again.

**SUMMARY**

The City received two (2) bids for Solicitation No. 22-14 on Tuesday, November 15, 2022, for the Rio Vista / Bovee Bridge Replacement project. DEC Engineering evaluated the two (2) bids submitted and determined that Horizone Construction is the lowest responsive bidder with a total bid amount of \$2,746,332.69.

City Council approval is requested to award Solicitation No. 22-14 to Horizone Construction in the amount of \$2,746,332.69.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: General Fund or Capital Project Fund and ARPA**

**Amount: \$501,959.12 is the Socorro-funded portion of this award (Base Bid 2 & 4)**

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

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



**ALTERNATIVE**

**Decline or deny all bids.**

**STAFF RECOMMENDATION**

**Staff recommends approval to award Solicitation No. 22-14 to Horizone Construction in the amount of \$2,746,332.69**

**REQUIRED AUTHORIZATION**

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



City of Socorro  
Rio Vista Dr. and Bovee Bridge Replacement Projects  
TXDOT CSU(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc.  
Solicitation No. 22-14  
Tuesday, November 15th, 2022 at 3:30 p.m



Bidders	
Bidder 1	Spartan Construction
Bidder 2	Horizon Construction

Rio Vista Dr. and Bovee Bridge Replacement Projects - Bid Options											
Bid Options			Spartan Construction				Horizon Construction				
Engineer's Estimate			Total Bids Amounts as provided by Bidder	Total Base Bids based on unit price	TXDOT (Base Bid 1 & 3)	Socorro (Base Bid 2 & 4)	Total Bids Amounts as provided by Bidder	Total Base Bids based on unit price	TXDOT (Base Bid 1 & 3)	Socorro (Base Bid 2 & 4)	
Total Base Bid 1	TXDOT Funded	\$	1,149,397.00	\$ 1,149,367.09	\$ 1,149,367.09	\$	1,229,488.72	\$ 1,229,485.30	\$ 1,229,485.30	\$	324,920.76
Total Base Bid 2	City of Socorro Funded	\$	411,270.00	\$ 411,217.96	\$	411,217.96	\$	324,920.76	\$ 1,045,948.84	\$	145,977.80
Total Base Bid 3	TXDOT Funded	\$	1,022,692.00	\$ 1,022,838.92	\$ 1,022,838.92	\$	1,045,948.84	\$ 1,045,948.84	\$ 1,045,948.84	\$	145,977.80
Total Base Bid 4	City of Socorro Funded	\$	210,539.00	\$ 210,534.21	\$	210,534.21	\$	145,977.80	\$ 2,746,332.69	\$ 2,275,434.13	\$ 470,898.56
Bid(s) Total		\$	2,793,897.00	\$ 2,793,958.18	\$ 2,172,206.01	\$ 621,752.17	\$ 639,559.60	\$ 639,556.17	\$ 608,495.61	\$ 31,060.56	
Difference from Engineer's Estimate=			\$ 32.61%	\$ 32.62%	\$ 30.31%	\$ 41.36%	\$ 30.36%	\$ 30.36%	\$ 36.50%	\$ 7.06%	



**City of Socorro**  
**Rio Vista Dr. and Boyee Bridge Replacement Projects**  
**TxDOT CSJ(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc.**

Solicitation No. 22-14  
Tuesday, November 15th, 2022 at 3:30 p.m



Bidders	
<b>Bidder 1</b>	Spartan Construction
<b>Bidder 2</b>	Horizone Construction

Rio Vista Dr. and Boyee Bridge Replacement Projects - Bid Options									
		Spartan Construction			Horizone Construction				
Bid Options		Total Base Bids based on unit price	TxDOT	Socorro	Total Base Bids based on unit price	TxDOT	Socorro		
Total Base Bid 1	TxDOT Funded	\$ 888,636.26	\$ 1,149,367.09		\$ 1,229,485.30	\$ 1,229,485.30			
Total Base Bid 2	City of Socorro Funded	\$ 239,940.00		411,217.96	\$ 324,920.76		324,920.76		
Total Base Bid 3	TxDOT Funded	\$ 778,302.26	\$ 1,022,838.92		\$ 1,045,948.84	\$ 1,045,948.84			
Total Base Bid 4	City of Socorro Funded	\$ 199,898.00		210,534.21	\$ 145,977.80		145,977.80		
Bid(s) Total		\$ 2,106,776.52	\$ 2,172,206.01	\$ 621,752.17	\$ 2,746,332.69	\$ 2,275,434.13	\$ 470,898.56		
Difference from Engineer's Estimate=		\$ 687,181.66	\$ 505,267.49	\$ 181,914.17	\$ 639,556.17	\$ 608,495.61	\$ 31,060.56		
		32.62%	30.31%	41.36%	30.36%	36.50%	7.06%		



City of Socorro  
Ro Vista Dr. and Bowes Bridge Replacement Projects  
TxDOT CSJ# 0924-06-423, Etc. Project No. BR 2022(435), Etc.  
Solicitation No. 22-14



Bidders	
Bidder 1	Spectrum Construction
Bidder 2	Hortensia Construction

Base Bid 1 - TxDOT Funded										Bidder 1				Bidder 2			
Spectrum Construction										Horizonta Construction							
No.	Item No.	Description of Item	Units	Quantity	Unit Bid Price	Item Cost	Bidder Unit Price	Bidder Provided Cost	Actual Item Cost based on the unit provided by Bidder	Difference	Bidder Unit Price	Bidder Provided Cost	Actual Item Cost based on the unit provided by Bidder	Difference			
1	1046002	PREPAVING ROW	S/F	2.00	\$	800.00	\$	10,860.97	\$	21,612.90	\$	21,611.94	\$	0.06			
2	1046015	REMOVING CONC (SIDEWALKS)	SV	77.00	\$	20.00	\$	1,540.00	\$	28.38	\$	2,186.00	\$	2,185.26	\$	0.74	
3	1046022	REMOVING CONC (CURB AND GUTTER)	LF	89.00	\$	10.00	\$	890.00	\$	10.83	\$	964.00	\$	963.87	\$	0.13	
4	1046028	REMOVING CONC (C&G)	SV	4.00	\$	120.00	\$	480.00	\$	202.76	\$	811.00	\$	811.04	\$	(0.04)	
5	1046037	REMOVE CONC (PAV)	LF	10.00	\$	50.00	\$	500.00	\$	202.76	\$	2,028.00	\$	2,027.60	\$	0.40	
6	1056034	REMOVING STRIP BASE & ASPH PAV(12'-2'7")	SV	625.00	\$	40.00	\$	25,000.00	\$	18.89	\$	11,808.00	\$	11,806.25	\$	1.75	
7	1156001	EXCAVATION (ROADWAY)	CV	631.00	\$	20.00	\$	12,620.00	\$	88.02	\$	55,540.62	\$	55,540.62	\$	2.38	
8	1156002	EXCAVATION (CHANNEL)	CV	207.00	\$	20.00	\$	4,140.00	\$	111.21	\$	22,985.00	\$	22,984.47	\$	1.53	
9	1156014	REMOVING GRANULATED CURB (TYP. 48")	CV	724.00	\$	12.00	\$	8,688.00	\$	118.71	\$	85,976.00	\$	85,975.90	\$	1.10	
10	1156014	REMOVING GRANULATED CURB (SHOULDER)	CV	128.00	\$	80.00	\$	10,240.00	\$	88.31	\$	38,306.00	\$	38,306.00	\$	0.00	
11	1156015	REMOVE CONC (SIDEWALK, P&G)	CV	108.00	\$	10.00	\$	1,080.00	\$	13.36	\$	1,443.00	\$	1,443.00	\$	0.00	
12	1156035	CONC STRIP (PAV)	CV	42.00	\$	150.00	\$	6,300.00	\$	133.95	\$	5,625.90	\$	5,625.90	\$	0.12	
13	1156035	CONC STRIP (PAV)	CV	504.00	\$	20.00	\$	10,080.00	\$	354.04	\$	178,439.00	\$	178,439.00	\$	0.00	
14	1156035	CONC STRIP (PAV)	CV	24.80	\$	1,500.00	\$	37,200.00	\$	1,189.92	\$	29,551.00	\$	29,551.00	\$	0.00	
15	1156035	CONC STRIP (PAV)	CV	300.00	\$	30.00	\$	9,000.00	\$	16.24	\$	4,874.00	\$	4,874.00	\$	0.00	
16	1156035	CONC STRIP (PAV)	CV	72.00	\$	1,000.00	\$	72,000.00	\$	646.14	\$	46,520.00	\$	46,520.00	\$	0.00	
17	1156035	CONC STRIP (PAV)	CV	422.00	\$	1,000.00	\$	422,000.00	\$	1,317.42	\$	556,020.00	\$	556,020.00	\$	0.00	
18	1156035	CONC STRIP (PAV)	CV	132.00	\$	350.00	\$	46,200.00	\$	1,029.12	\$	136,345.00	\$	136,345.00	\$	0.00	
19	1156035	CONC STRIP (PAV)	CV	133.00	\$	25.00	\$	3,325.00	\$	68.80	\$	9,077.00	\$	9,077.00	\$	0.00	
20	1156035	CONC STRIP (PAV)	CV	54.00	\$	400.00	\$	21,600.00	\$	370.07	\$	19,984.00	\$	19,983.78	\$	0.22	
21	1156035	CONC STRIP (PAV)	CV	51.30	\$	125.00	\$	6,412.50	\$	66.80	\$	3,427.00	\$	3,426.84	\$	0.16	
22	1156035	CONC STRIP (PAV)	CV	1.00	\$	3,000.00	\$	3,000.00	\$	935.21	\$	935.21	\$	935.21	\$	0.00	
23	1156035	CONC STRIP (PAV)	CV	2.00	\$	500.00	\$	1,000.00	\$	601.20	\$	1,202.40	\$	1,202.40	\$	0.00	
24	1156035	CONC STRIP (PAV)	CV	1.00	\$	500.00	\$	500.00	\$	601.20	\$	601.20	\$	601.20	\$	0.00	
25	1156035	CONC STRIP (PAV)	CV	2.00	\$	2,500.00	\$	5,000.00	\$	1,688.01	\$	3,376.00	\$	3,376.00	\$	0.00	
26	1156035	CONC STRIP (PAV)	CV	2.00	\$	20,000.00	\$	40,000.00	\$	11,366.16	\$	22,732.00	\$	22,732.00	\$	0.00	
27	1156035	CONC STRIP (PAV)	CV	0.50	\$	156,057.52	\$	78,028.76	\$	207,951.75	\$	103,975.87	\$	103,975.87	\$	0.00	
28	1156035	CONC STRIP (PAV)	CV	6.00	\$	2,500.00	\$	15,000.00	\$	5,379.50	\$	32,379.00	\$	32,379.00	\$	0.00	
29	1156035	CONC STRIP (PAV)	CV	158.00	\$	40.00	\$	6,320.00	\$	46.76	\$	7,389.00	\$	7,389.00	\$	0.00	
30	1156035	CONC STRIP (PAV)	CV	158.00	\$	10.00	\$	1,580.00	\$	13.36	\$	2,111.00	\$	2,111.00	\$	0.00	
31	1156035	CONC STRIP (PAV)	CV	305.00	\$	10.00	\$	3,050.00	\$	6.68	\$	2,037.00	\$	2,037.00	\$	0.00	
32	1156035	CONC STRIP (PAV)	CV	305.00	\$	3.00	\$	915.00	\$	2.67	\$	813.00	\$	813.00	\$	0.00	
33	1156035	CONC STRIP (PAV)	CV	152.00	\$	20.00	\$	3,040.00	\$	8.01	\$	1,218.00	\$	1,218.00	\$	0.00	
34	1156035	CONC STRIP (PAV)	CV	152.00	\$	5.00	\$	760.00	\$	2.67	\$	406.00	\$	406.00	\$	0.00	
35	1156035	CONC STRIP (PAV)	CV	187.00	\$	40.00	\$	7,480.00	\$	40.08	\$	7,489.06	\$	7,489.06	\$	0.00	
36	1156035	CONC STRIP (PAV)	CV	211.00	\$	80.00	\$	16,880.00	\$	85.13	\$	17,962.00	\$	17,962.00	\$	0.00	
37	1156035	CONC STRIP (PAV)	CV	160.00	\$	60.00	\$	9,600.00	\$	95.13	\$	15,367.00	\$	15,367.00	\$	0.00	
38	1156035	CONC STRIP (PAV)	CV	2.00	\$	3,000.00	\$	6,000.00	\$	2,004.02	\$	4,008.04	\$	4,008.04	\$	0.00	
39	1156035	CONC STRIP (PAV)	CV	32.00	\$	20.00	\$	640.00	\$	16.31	\$	522.00	\$	522.00	\$	0.00	
40	1156035	CONC STRIP (PAV)	CV	182.00	\$	10.00	\$	1,820.00	\$	10.90	\$	1,984.00	\$	1,983.80	\$	0.20	
41	1156035	CONC STRIP (PAV)	CV	4.00	\$	800.00	\$	3,200.00	\$	1,142.29	\$	4,569.00	\$	4,569.00	\$	0.00	
42	1156035	CONC STRIP (PAV)	CV	3.00	\$	150.00	\$	450.00	\$	167.00	\$	501.00	\$	501.00	\$	0.00	
43	1156035	CONC STRIP (PAV)	CV	164.00	\$	3.00	\$	492.00	\$	6.68	\$	1,096.00	\$	1,095.52	\$	0.48	
44	1156035	CONC STRIP (PAV)	CV	288.00	\$	8.00	\$	2,304.00	\$	12.02	\$	3,472.00	\$	3,473.70	\$	1.30	
45	1156035	CONC STRIP (PAV)	CV	2.00	\$	150.00	\$	300.00	\$	20.40	\$	40.80	\$	40.80	\$	0.00	
46	1156035	CONC STRIP (PAV)	CV	21.00	\$	125.00	\$	2,625.00	\$	22.04	\$	462.00	\$	462.00	\$	0.00	
47	1156035	CONC STRIP (PAV)	CV	14.00	\$	150.00	\$	2,100.00	\$	20.40	\$	40.80	\$	40.80	\$	0.00	
48	1156035	CONC STRIP (PAV)	CV	21.00	\$	10.00	\$	210.00	\$	2.67	\$	42.00	\$	42.00	\$	0.00	
49	1156035	CONC STRIP (PAV)	CV	144.00	\$	2.50	\$	360.00	\$	20.40	\$	2,880.00	\$	2,880.00	\$	0.00	
50	1156035	CONC STRIP (PAV)	CV	288.00	\$	4.00	\$	1,152.00	\$	6.68	\$	1,910.40	\$	1,910.40	\$	0.00	
51	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
52	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
53	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
54	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
55	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
56	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
57	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
58	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
59	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
60	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
61	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
62	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
63	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
64	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
65	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
66	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
67	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
68	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
69	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
70	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
71	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
72	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
73	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
74	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
75	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
76	1156035	CONC STRIP (PAV)	CV	2.00	\$	100.00	\$	200.00	\$	133.80	\$	267.60	\$	267.60	\$	0.00	
77	1156035	CONC STRIP (PAV)	CV														



City of Socorro  
Rio Vista Dr. and Boone Bridge Replacement Project  
12007 Callef 092406-425, Est. Project No. BR-2021-059, Etc.  
Solicitation No. 22-14



Bidders	
Bidder 1	Spectrum Construction
Bidder 2	Horizons Construction

Bids Bid 2 - Furnished by City of Socorro									
Engineers Estimates				Bidder 1			Bidder 2		
No.	Item No.	Description of Item	Units	Quantity	Unit Bid Price	Item Desc	Bidder Unit Price	Actual Item Cost based on price provided by bidder	Difference
1	1045001	RESERVING PUMP	SV	1.00	\$ 800.00	\$ 800.00	\$ 8,482.00	\$ 8,482.00	\$ 0.00
2	1045011	RESERVING CONC/REBAR/PIPE	SV	660.00	\$ 20.00	\$ 13,200.00	\$ 4,028.00	\$ 2,645.28	\$ 10,571.72
3	1045021	RESERVING CONC/REBAR AND GUTTER	SV	107.00	\$ 10.00	\$ 1,070.00	\$ 1,068.00	\$ 1,144.76	\$ 1,144.76
4	1106001	EXCAVATION (ROADWAY)	CY	57.00	\$ 20.00	\$ 1,140.00	\$ 88.02	\$ 5,017.14	\$ 10.34
5	1106002	EXCAVATION (CHANNEL)	CY	84.00	\$ 20.00	\$ 1,680.00	\$ 148.91	\$ 12,508.00	\$ 10,444.00
6	1126001	EMBANKMENT (FINAL/DESIGN CONTINUAL)	CY	222.00	\$ 12.00	\$ 2,664.00	\$ 122.50	\$ 34,146.50	\$ 1,444.00
7	2174001	FL. BR. C&M IN RECTIFY GR. 2174001	CY	102.00	\$ 80.00	\$ 8,160.00	\$ 132.50	\$ 12,495.00	\$ 1,000.00
8	2174002	FL. BR. C&M IN RECTIFY GR. 2174002	CY	42.00	\$ 40.00	\$ 1,680.00	\$ 420.54	\$ 2,204.46	\$ 1,724.46
9	4146001	DRILL SHAFT (REF. SEC. 127) IN	LF	12.00	\$ 5,000.00	\$ 60,000.00	\$ 4,810.00	\$ 5,810.00	\$ 800.00
10	4146002	DRILL SHAFT (REF. SEC. 127) IN	LF	14.00	\$ 500.00	\$ 7,000.00	\$ 4,820.80	\$ 5,891.20	\$ 0.80
11	4146003	RRP&P (CONDUIT) IN	CY	67.00	\$ 350.00	\$ 23,450.00	\$ 1,198.67	\$ 87,010.89	\$ 0.11
12	4604001	C&P (GAL. ST. 2-4 IN.)	CV	2.00	\$ 200.00	\$ 400.00	\$ 2,091.54	\$ 4,188.00	\$ 1,008.00
13	4604002	W&D (GAL. ST. 2-4 IN.)	EA	1.00	\$ 8,000.00	\$ 8,000.00	\$ 4,061.41	\$ 4,061.41	\$ 0.00
14	5315014	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
15	5315015	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
16	5315016	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
17	5315017	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
18	5315018	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
19	5315019	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
20	5315020	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
21	5315021	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
22	5315022	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
23	5315023	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
24	5315024	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
25	5315025	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
26	5315026	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
27	5315027	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
28	5315028	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
29	5315029	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
30	5315030	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
31	5315031	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
32	5315032	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
33	5315033	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
34	5315034	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
35	5315035	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
36	5315036	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
37	5315037	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
38	5315038	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
39	5315039	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
40	5315040	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
41	5315041	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
42	5315042	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
43	5315043	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
44	5315044	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
45	5315045	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
46	5315046	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
47	5315047	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
48	5315048	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
49	5315049	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
50	5315050	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
51	5315051	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
52	5315052	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
53	5315053	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
54	5315054	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
55	5315055	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
56	5315056	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
57	5315057	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
58	5315058	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
59	5315059	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
60	5315060	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
61	5315061	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
62	5315062	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
63	5315063	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
64	5315064	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
65	5315065	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
66	5315066	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
67	5315067	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
68	5315068	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
69	5315069	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
70	5315070	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
71	5315071	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00
72	5315072	CONCRETE PAVEMENT (21 IN.)	SV	27.00	\$ 300.00	\$ 8,100.00	\$ 73.50	\$ 1,974.00	\$ 6,126.00



City of Socorro  
Rio Vista Dr. and Boyce Bridge Replacement Projects  
TDDOT CS(ej): 0924-06-423, Etc. Project No. BR 2021(135), Etc.  
Solicitation No. 22-14



Base Bid 3 - TxDOT Funded									
Bidder 1									
Horizon Construction									
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City of Socorro  
Rio Vista Dr. and Bovee Bridge Replacement Projects  
TXDOT CSI(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc.  
Solicitation No. 22-14



Bidders	
Bidder 1	Spartan Construction
Bidder 2	Horzone Construction

Base Bid 4 - Funded By City of Socorro

					Engineer's Estimate				Bidder 1 Spartan Construction				Bidder 2 Horizon Construction			
No.	Item No.	Description of Item	Units	Quantity	Unit Bid Price	Item Cost	Bidder Unit Price	Bidder Provided Cost	Actual Item Cost based on the unit price provided by Bidder	Difference	Bidder Unit Price	Bidder Provided Cost	Actual Item Cost based on the unit price provided by Bidder	Difference		
1	110-6002	EXCAVATION (CHANNEL)	CY	84.00	\$ 20.00	\$ 1,680.00	\$ 155.59	\$ 13,070.00	\$ 13,069.56	\$ 0.44	\$ 64.28	\$ 5,399.52	\$ 5,399.52	\$ -		
2	132-6002	EMBANKMENT (FINAL)(DENS CONT)(TYA)	CY	264.00	\$ 12.00	\$ 3,168.00	\$ 128.39	\$ 33,897.00	\$ 33,894.96	\$ 2.04	\$ 36.25	\$ 9,570.00	\$ 9,570.00	\$ -		
3	247-6041	FLBS (CMP IN PLC)(TYA GR1-2)(FINAL POS)	CY	89.00	\$ 80.00	\$ 7,120.00	\$ 131.99	\$ 11,747.00	\$ 11,747.11	\$ (0.11)	\$ 143.51	\$ 12,772.39	\$ 12,772.39	\$ -		
4	432-6002	RIPRAP (CONC)(5 IN)	CY	67.00	\$ 350.00	\$ 23,450.00	\$ 1,271.72	\$ 85,205.00	\$ 85,205.24	\$ (0.24)	\$ 577.05	\$ 38,662.35	\$ 38,662.35	\$ -		
5	402-6001	TRENCH EXCAVATION PROTECTION	LF	107.00	\$ 20.00	\$ 2,140.00	\$ 26.89	\$ 2,878.00	\$ 2,877.23	\$ 0.77	\$ 33.83	\$ 3,619.81	\$ 3,619.81	\$ -		
6	7016-6004	WATER MAIN (PVC)(C-900)(8")	LF	107.00	\$ 600.00	\$ 64,200.00	\$ 229.60	\$ 24,568.00	\$ 24,567.20	\$ 0.80	\$ 275.90	\$ 29,521.30	\$ 29,521.30	\$ -		
7	7016-6086	CASING (STEEL)(46 IN)(OPEN TRENCH)	LF	80.00	\$ 1,200.00	\$ 96,000.00	\$ 469.96	\$ 37,597.00	\$ 37,596.80	\$ 0.20	\$ 562.63	\$ 45,010.40	\$ 45,010.40	\$ -		
8	7016-6033	ADDITIONAL FITTINGS	LB	107.00	\$ 20.00	\$ 2,140.00	\$ 14.73	\$ 1,576.00	\$ 1,576.11	\$ (0.11)	\$ 13.29	\$ 1,422.03	\$ 1,422.03	\$ -		
						\$ 199,898.00	\$ 210,538.00	\$ 210,534.21	\$ 3.79							



## City of Socorro

Bid Opening for the Rio Vista Dr. and Bovee Bridge Replacement Projects

TxDOT CSJ(s): 0924-06-423, Etc. Project No. BR 2021(135), Etc.

Solicitation No. 22-14

Tuesday, November 15th, 2022 at 3:30 p.m



BIDS RECEIVED		CONTACT PERSON	CONTACT NUMBER	CONTACT EMAIL
1	Spartan Construction	Joe Grisanti	915-760-6171	<a href="mailto:joe@spartan-const.com">joe@spartan-const.com</a>
2	Horizone Construction	Luis De Stefano	915-727-2258	<a href="mailto:luis@horizoneconstruction.com">luis@horizoneconstruction.com</a>
3				
4				
5				
6				
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8				
9				
10				

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT:** Discussion and action regarding El Paso Jamas Ltd.'s (EPJL) request for a traffic signal at intersection of Hueco Junction and Nuevo Hueco Tanks Road and 2015 Settlement Agreement with EPJL.

**SUMMARY**

Please see attached request

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount: N/A depends on the project**

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

**El Paso JAMAS, Ltd.**  
**PO Box 12122**  
**El Paso, TX 79913-2122**

November 8, 2022

Ms. Adriana Rodarte  
City Manager  
City of Socorro  
124 S. Horizon  
Socorro TX 79927

RE: Settlement Agreement – City of Socorro and El Paso Jamas, Ltd.: Traffic  
Signal

Dear Ms. Rodarte:

El Paso Jamas, Ltd., (“Jamas”) is desires to work with the City of Socorro (“the City”) on the construction of a Traffic Control Signal (“Signal”) at the intersection of Hueco Junction and Nuevo Hueco Tanks Blvd. This Signal was contemplated within the Settlement Agreement between Jamas and the City dated December 15, 2015. The occasion of this agreement was the donation of the Right of Way for the future construction of Nuevo Hueco Tanks.

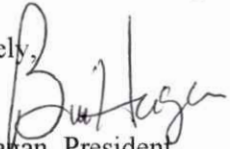
Mr. Carlos Gallinar, City Planner, and I have communicated regarding this document and the provision for the Signal. He has requested any document with would evidence the extension of the Settlement Agreement as detailed under Section 4bi. While I believe there were conversations related to this intersection, to my knowledge there was no written notice. Without any such written notice, the City may take the position that the document has expired.

Regardless, the development of the Sororro Logistics Center, Hueco Junction Unit 1 and the Valle Nuevo Commercial Center No. 1, the traffic pattern will obviously require evaluation of the preferred flow paths and traffic safety. As I have stated with Mr. Gallinar, Jamas is in negotiations with several fast-food companies for location at this intersection. They are making a demand for a Signal at the Hueco Junction and Nuevo Hueco Tanks Blvd. Hence, my contention is that the Signal is an Economic Development issue to support the City’s future development.

Therefore, Jamas wishes the City to formally accept this letter as its request for a Signal. Given its previous donation of the Right of Way, Jamas wishes the City to participate in the cost of the Signal. I stand ready to meet with you and your team on this request.

If you have a question, you may contact me at 915-288-7589 (cell).

Sincerely,



Bill Hagan, President  
Hagan Hahn Investment Company  
General Partner

CC: Carlos Gallinar

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: *Discussion and action*** to approve District 2 Representative Alejandro Garcia and District 3 Representatives Rudy Cruz Jr. to travel for the 88<sup>th</sup> Legislative Session January 9, 2023 through January 11, 2023.

**SUMMARY**

1.7.2 Appearing before the State Legislature, establishing and maintaining close contacts among legislative committees, individual legislators, public officials, trade and industry associations, and business organizations in order to influence members and to assure full communication of ideas, interests, and favored outcomes;

1.7.3 Attending and testifying at hearings and scheduling witnesses;

Expenditures must be approved in advance by the City Council or its designee, and shall be subject to all City requirements for payments of funds. No expenditures shall be made for political contributions, alcoholic beverages or for any purpose not directly related to and in support of the City Legislative Agenda. Documentation for reimbursements shall be submitted to the City within thirty (30) days of the incurring of expenditures.

The City shall reimburse Consultants for all reasonable and necessary actual, documented expenses incurred for additional travel and any additional duties as outlined above that were approved in advance by City Council or its designee. Reimbursement shall be made within thirty (30) days after receipt of an itemized invoice and supporting documentation from Consultants. All expenses shared with Consultants' other clients shall be pro-rated among the City and Consultants' other clients.

**STATEMENT OF THE ISSUE**



**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 001/05711/13**

**Funding Source: General Fund**

**Amount: \$6,000.00**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: *Discussion and action*** to approve District 2 Representative Alejandro Garcia and District 3 Representatives Rudy Cruz Jr. to travel for the 88<sup>th</sup> Legislative Session January 9, 2023 through January 11, 2023.

**SUMMARY**

1.7.2        Appearing before the State Legislature, establishing and maintaining close contacts among legislative committees, individual legislators, public officials, trade and industry associations, and business organizations in order to influence members and to assure full communication of ideas, interests, and favored outcomes;

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**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 001/05711/13**

**Funding Source: General Fund**

**Amount: \$10,000.00**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2 / Mayor Pro-Tem

**Rudy Cruz Jr.**  
District 3

**Yvonne Colon - Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

November 23, 2022

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Mayor, Ivy Avalos**

**SUBJECT: Discussion and Action to approve on hosting the Region IV (4) TML Meeting in Socorro, Texas.**

**SUMMARY**

As a member of the Texas Municipal League the governing body you must become familiar with a variety of important topics. These types of conferences give elected officials an opportunity to a better understanding of their role and on the governing team and increase their knowledge of the fundamental, critical issues and challenges of other governing bodies.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): GF / 05521 / 13**

**Funding Source: General Fund**

**Amount: 10,000.00**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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