

Ivy Avalos
Mayor

Ruben Reyes
At Large/Mayor ProTem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

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

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

LA INSTALACIÓN ES ACCESIBLE PARA SILLAS DE RUEDAS Y HAY PLAZAS DE ESTACIONAMIENTOS DISPONIBLES. LAS SOLICITUDES DE ADAPTACIÓN PARA SERVICIOS DE 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 17TH, DAY OF NOVEMBER 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:// COSTX.US/CITY CLERK](http://costx.us/city-clerk) THE PUBLIC CAN ALSO ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON THE 17TH DAY OF NOVEMBER, 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 led by Salvador H. Sanchez Middle School Students 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** by City Manager, regarding October 2022 Monthly Report. *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*

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

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***

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***
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***
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***
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***

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***
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***
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***
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***
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***

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

- 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

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

- 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

- 26. Discussion and action** on appointing a new Mayor Pro Tem pursuant to Section 3.03 of the Socorro City Charter.

Adriana Rodarte

- 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

MAYOR AND COUNCIL

- 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

- 29. Swearing in** of newly appointed commissioner.

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATIONS WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT
Section 551.074 PERSONNEL MATTERS
Section 551.076 DELIBERATION REGARDING SECURITY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

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

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

34. Adjourn

DATED THIS 14th 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 14th OF NOVEMBER, 2022

By: 

Olivia Navarro, City Clerk

Agenda posted: 11-14-22 @ 12:59 PM
Removed: _____ Time: _____ by: _____

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

November 14, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Presentation by City Manager, regarding October 2022 monthly report.

SUMMARY

City Manager will provide a brief report on all City of Socorro Departments for the month of October 2022.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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



City of Socorro

HR Monthly Report for October 2022

Carol Candelaria
Human Resources Director

November 9, 2022

Human Resources October 2022 Report

Human resources department provides overall policy direction on human resources management issues and administrative support functions related to the management of employees for all City departments. The mission of the department is to be a strategic partner by providing Human Resources programs that attract, develop, retain, and engage a skilled and diverse workforce.

1. Employee Birthdays, Anniversaries for the Month

<u>Last Name</u>	<u>Birth Date</u>	<u>Position</u>
Aguilar, Lourder	10/17	Art Instructor
Anchondo, Samuel	10/04	Bailiff / Warrant Officer
Magana, Yadira	10/08	Planning Clerk
Mapula, Armando	10/5	Maintenance Technician
Martinez, Rogelio, Jr	10/07	Police Officer
Monteros, Ernest	10/28	Police Officer
Natalie, Lilana	10/25	Safety Technician
Ontiveros, Daniel	10/4	Laborer
Sanchez, Brian	10/19	Police Officer
Workman, Myrna	10/13	Animal /Code Enforcement Lead

2.

<u>Last Name</u>	<u>Employee First Name</u>	<u>Hire Date</u>	<u>Position</u>	<u>Years of Service</u>
				0-5 years
Arellano	Alfredo	10/28/2020	Police Officer	2
Balderrama	Jose	10/25/2021	Building Official	1
Barraza	Lorenzo	10/28/2020	Police Officer	2
Monarrez	Daniel	10/28/2020	Police Officer	2
Monteros	Ernest	10/28/2020	Police Officer	
Norte	Ricky	10/25/2021	Animal Control Officer	1
Rivera	Sofia	10/19/2020	Police Officer	2
Rodriguez	Matthew	10/28/2020	Police Officer	2
Sosa	Ivan	10/19/2020	Police Office	2
Tecomahua	Victorio	10/28/2020	Police Officer	2

				5-10 years
Deusterman	Nathaniel	10/24/2016	Police Officer (Invest)	6
Morales	Sergio	10/24/2016	Code Enforcement Officer	6
Rodarte	Adrian	10/7/2013	City Manager	9
Salazar	Geraldine	10/26/2015	Code Enforcement Officer	7
Triste	Mark	10/19/2015	Police Officer	7
				10+
Natale	Liliana	10/7/2008	Safety Technician	14
Navarro	Olivia	10/4/2007	City Clerk	15
Robles	Anna	10/23/2006	Records Clerk	16
Gonzalez	Rosa	10/15/2007	Court Coordinator	15
Mapula	Armando	10/2/1998	Maintenance Technician	24

3.

Vacancies **19**

Police Department **Total** **11**

Police Officers		5	
Communication Dispatcher		4	
Police Recruits		2	

Parks and Public Works **Total** **4**

Equipment Operator		1	
Laborer		2	
Director		1	

Recreation Center **Total** **2**

Art Coordinator - PT		1	
Public Humanities		1	

Planning And Zoning **Total** **1**

Planner		1	
---------	--	---	--

City Manager **Total** **1**

Maintenance Technician		1	

--	--	--	--

4.

**New Hires for the
Month**

1

Estrada, Raul	Laborer	Parks and Public Works	10/17/2022
Moreno, Eduardo	Equipment Operator	Park and Public Works	10/04/2022

5.

**Separations /
Retirement**

2

Name	Position	Department	Last Day Worked

6. Personnel Changes Promotion, Transfers

0

--	--	--	--

7.

**Leave request / FMLA / Transfers
Department**

2

Parks and Public Works			0
Police Department			2
Planning and Zoning			0
Recreation Center			0
City Manager			0

8.

Performance Reviews for the month

19

Note: Evaluation notices are sent last week of the month for the upcoming months reviews

City Manager	3
Finance	0
PPW	1
Police	11
Rec Center	0

Animal / Code Enforcement	3
Municipal Court	0
Planning & Zoning	1
Grants	

9.

Incidents / Workers Compensation Reported: 3

City Manager	0
Finance	0
PPW	0
Police	3
Rec Center	0
Municipal Court	0
Planning & Zoning	0
IT	0

10.

Unemployment claims for the Month 0

- All claims responded to within the 10 days allotted time frame.

11.

Employee Assistance Program (EAP)

- 9 EAP referrals

12.

Investigations Internal 0

13.

Civil Service Meeting Held:

- Civil Service Meeting schedule for October 24, 2022 was cancel, due to the withdrawal of employee grievance.

14. **Ethics Commission Meeting Held:**

- Ethics Commission Meeting next meeting is scheduled for November 16, 2022

15. **Miscellaneous**

Effective 10/1/2022 with the approval of counsel, salary survey increases were given to positions that meet the survey study.



**Socorro Municipal Court
October 2022**

1. SMC has arraignments every Mondays of the month, from 8:30 AM to 11:30 AM and from 1:30 PM to 5:30 PM via Zoom and in person.
2. September 30 submitted the September DSC report to the City Clerk.
3. October 3rd submitted the monthly Omni Base report (defendants with active warrants will not be able to renew their DL).
4. October 3rd submitted the Quarterly State Criminal Costs & Fines Report and the 2021/2022 Fiscal year Child Safety and Seat Belt report.
5. October 4th Collections report was submitted to the collection law firm.
6. October 4th the Omni report was submitted (defendants with pending warrants will not be able to renew their driver's license).
7. October 4th Code Enforcement Hearings were set in the morning and arraignments all day.
8. October 11th Troopers, Animal Control and Parking Pre-trials were set in the morning and Showcause Hearings were set in the afternoon.
9. October 17th SMC had double docket.
10. October 18th FTA hearings were all day.
11. October 20th submitted the Convictions/Dismissals to DPS and Office of the Court Administration (OCA).
12. October 27th Attorney court settings were set all.
13. October 31st Ms. Cynthia Chaparro and Officer Anchondo attended the Rojas career day from 8:30 to 11:30 AM.
14. **October 31st was the Honorable Judge Monique Velarde Reyes last day presiding in the Socorro Municipal Court. We wish her the best of luck! We welcome our new Judge, the Honorable Judge David Nevarez.**
27 cases were closed with Jail Credit (CFTS).
79 Capias Pro Fine were issued.
4 Alcohol offence, 3 Curfew 8 Paraphernalia and 28 Traffic citations were issued to minors under 21 years old.
176 citations were issued by SPD, 17 DPS, 48 Animal Control and 46 Code.

\$46,473.20 total collected this month.



Parks & Public Works Monthly Report October 2022

MONTHLY HIGHLIGHTS:

- Preparation for Fright Farm Event (Haunted House)
- Continue with project at Cielo Mar Park
- Prepare for Socorro Sundays Farmer Market
- Installing pathway lights at Bulldog Park
- Sandbags for Recycling Center / RVCC
- Sidewalk maintenance at Amber Valley (Nuevo Hueco Sub)

POTHOLE:

- Dini Rozi Rd
- Oden Dr
- Little Corina Ave
- Celedon Dr
- Ululani
- Passmore

STREET MAINTENANCE:

- Shoulder work at entrance of HD Hilley Elementary School
- Bovee & Alameda – Guardrail

SIGNS:

- Passmore- Children crossing sign
- Nooch – Hump sign
- Veranda- Street name / stop sign

DECEASED ANIMAL PICKUP:

- Los Robles Ave – cat
- Moon Rd – dog
- Flor Galatea – dog
- Valle Frondoso



**Parks & Public Works
Monthly Report
October 2022**

WEEDS CLEAN UP:

- Gurdev Subdivision
- Fray Vargas
- Moon City
- Flor Margarita
- Brisa del Valle
- Olguin
- Sylvia Ct
- Dini Rozi
- Vineyard
- FE Jackson
- Horizon
- Episo
- De Lucio / San Ysidro
- Passmore
- Cielo Mar /Cielo Gris
- Cabeza de Vaca
- Thunder / Rio Vista
- Oden
- Alison / Grijalva
- Montevideo Subdivision



Parks & Public Works Monthly Report October 2022





SOCORRO POLICE DEPARTMENT OCTOBER 2022 MONTHLY REPORT

Calls for Service

Total	1,766
-------	-------

Arrest

<u>Charge</u>	<u>Total</u>
Assault / Family Violence (Misdemeanor)	5
Assault / Family Violence (Felony)	2
Assault Non-Family Violence (Misdemeanor)	0
Assault Non-Family Violence (Felony)	0
Driving While Intoxicated (Misdemeanor)	14
Driving While Intoxicated (Felony)	0
Deceptive Business Practice	1
Possession of Controlled Substance (Felony)	3
Possession of Marijuana (Misdemeanor)	1
Possession of Marijuana (Felony)	0
Disorderly Conduct (Discharge of a Firearm)	1
Terroristic Threat	2
Class C Traffic Arrest	5
Violation of Protective Order	1
Burglary of Vehicle	1
Theft	1
Resisting Arrest	3
Evading Arrest with Vehicle	0
Executing of Warrant (Criminal)	2
Unlawful Carrying of a Weapon	0
Criminal Trespass	1
Credit Card Abuse	1
Criminal Mischief	1
Aggravated Sexual Assault	2
Burglary of Habitation/Building	3
Aggravated Sexual Assault of a Child	1
Unauthorized use of a Motor Vehicle	2
Public Intoxication	1
Parole Violation	1
TOTAL	56

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

TO: Mayor and Council

FROM: Olivia Navarro, City Clerk

SUBJECT: MONTHLY REPORT – October 2022

Attended Council Meetings: October 12 and 20, 2022

Prepared minutes for October 12 and 20, 2022

Received 48 Open Records Requests

Responded to 11 Open Records requests.

Prepared 4 publications

BID Opening: October 28, for COMPREHENSIVE PLAN

End of Month Report
10/3/2022 through 10/31/2022

Permits		Fees Paid
Residential Permits	54	\$ 18,686.19
Commercial Permits	4	\$ 575.00
Excavation and Grading Permits	3	\$ 337.50
Demolition Permits	2	\$ 150.00
Utility Gas Permits	5	\$ 250.00
Utility Water Permits	0	\$ -
Utility Sewer Permits	1	\$ 50.00
Utility Plumbing Permits	22	\$ 2,125.00
Utility Electric Permits	52	\$ 3,675.00
Utility Mechanical Permits	23	\$ 2,075.00
Re-Inspection Fees	41	\$ 1,845.00
Plan Check Fees	55	\$ 1,425.00
Vendor Permits	1	\$ 300.00
Event Permits	1	\$ 125.00
Sign Permits	2	\$ 204.04
Inspections	35	\$ 5,300.00
Park Fees	2	\$ 290.00
Building Card Replacement	0	\$ -
Solar Panel Permit	29	\$ 1,450.00
TOTALS	332	\$ 38,862.73

Registrations		Fees Paid
Business Registration/Renewals	19	\$ 1,055.00
Business Registration Late Fee	6	\$ 300.00
Car Dealership Annual Applications	1	\$ 150.00
Tire Management Registration	0	\$ -
TABC	0	\$ -
Event Sponsor	17	\$ 550.00
TOTALS	43	\$ 2,055.00

Applications		Fees Paid
Conditional Use Applications	0	\$ -
Rezoning Applications	2	\$ 1,400.00
Lot Split Applications	0	\$ -
Re-Plat Applications	3	\$ 6,039.00
Subdivision Applications	2	\$ 5,706.00
BOA Applications	0	\$ -
Engineering Plan Review	4	\$ 8,437.86
Mobile Home Placements	0	\$ -
TOTALS	11	\$ 21,582.86

Letters		Fees Paid
Official Address Changes	2	\$ 30.00
Zoning Verification Letter	0	\$ -
Certificate of Occupancy	21	\$ 1,050.00
Zoning Compliance Letter	14	\$ 210.00
Admin Fees	19	\$ 476.63
TOTALS	56	\$ 1,766.63

Grand Totals	442	\$ 64,267.22
---------------------	------------	---------------------



City of Socorro

800 N. Rio Vista
Socorro, Texas 79927
915-872-8673



CODE COMPLIANCE AND ANIMAL CONTROL MONTHLY REPORT FOR OCTOBER 2022

INSPECTIONS

The code compliance personnel accomplished the following activities:

Notices of Violation issued	226
Number of cleared cases (through voluntary compliance)	160
Citations Issued	51

Total	437
--------------	------------

The animal control personnel accomplished the following activities:

Animal Control calls	224
Impounded animals	45
Citations Issued	113

Total	382
--------------	------------

INTERNAL AND EXTERNAL PROJECT INVOLVEMENT

1. Business registration support to Planning Dept.
2. Removal of signage on public right of way and utility poles.
3. Code Enforcement neighborhood sweep at Delip and North Loop Acres.
4. Animal Control public education sweep at Delip and North Loop Acres.

RECREATION DEPARTMENT REPORT

October
2022



915-860-8615



HELLO@COSTX.US



901 N RIO VISTA RD.
SOCORRO, TX 79927



WWW.COSTX.US

LETTER FROM THE DIRECTOR



THE CITY OF
SOCORRO
WELCOMES YOU!

NOVEMBER 9, 2022

Hello Community Members,

I am pleased to present a new take on how my Department presents its monthly activities, which will detail all the hard work our fantastic staff performs behind the scenes and publicly to provide first-class services for the residents of Socorro.

While each City of Socorro Department holds a variety of duties and responsibilities, this report encompasses the services the Recreation Department is entrusted with within the five divisions of Community Centers & Services, City Communications, Historic Preservation, Special Events, and City Resiliency.

We hope this new direction will illustrate the commitment to transparency, innovation, diversity, and inclusion our City has always prided itself on. While this report is a starting point, we aim to use this as a metric for understanding our service levels, meeting constituents' demands, and aligning funding into our programs and services; as our City continues to grow, so does our level of standards and expectations.

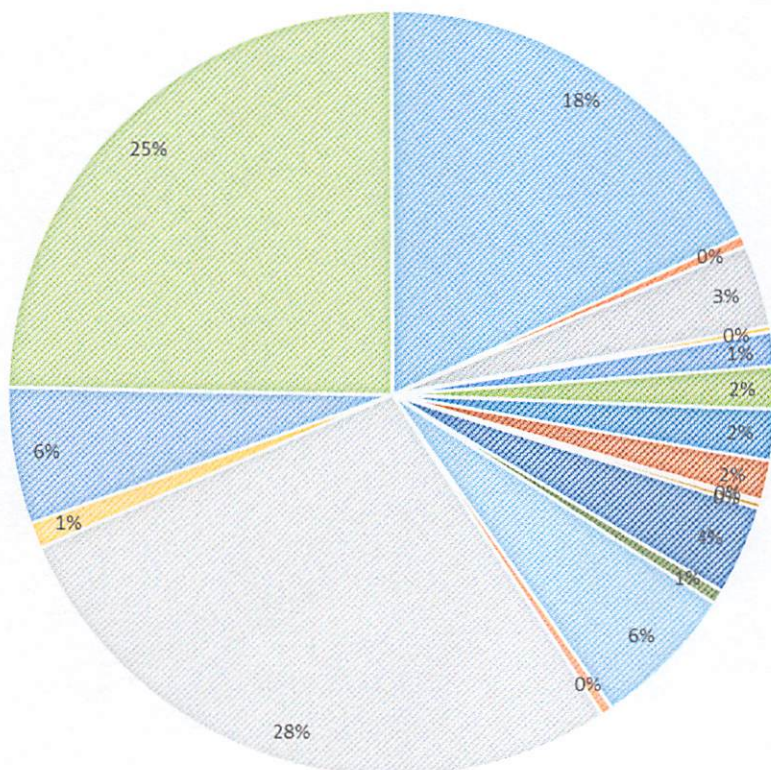
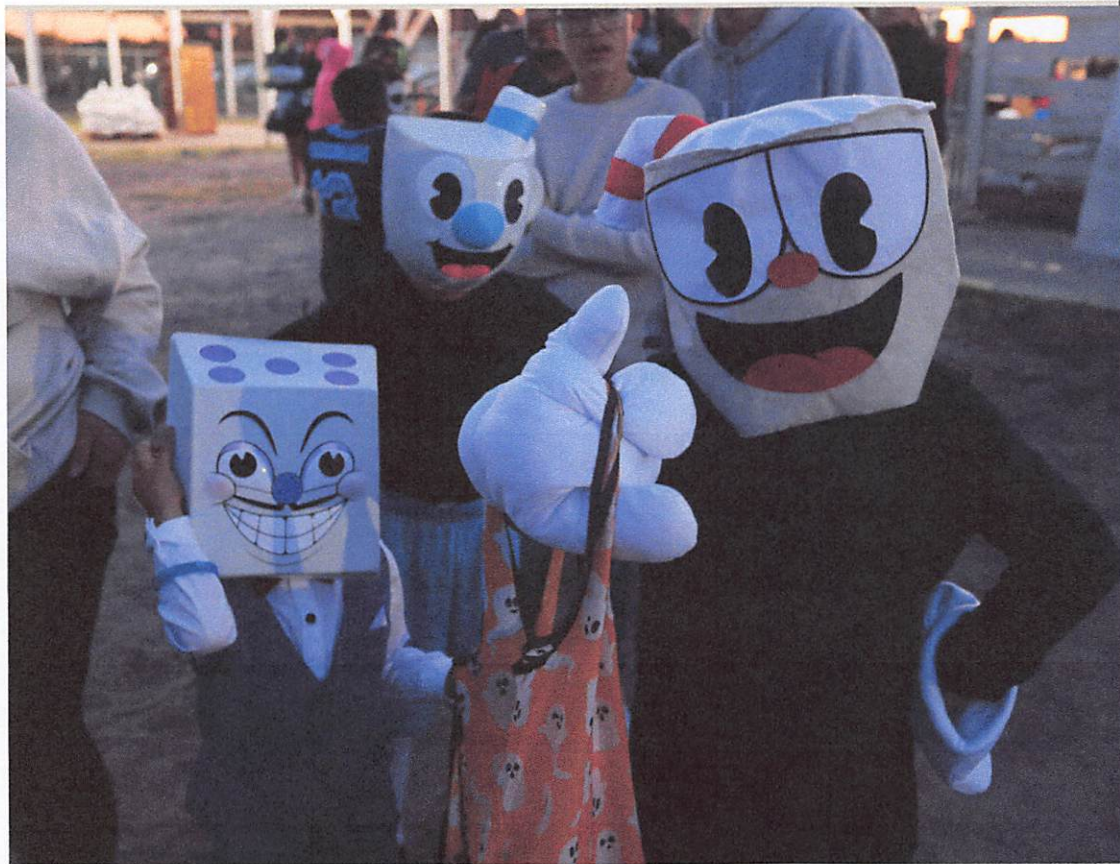
It truly takes a village, and I owe our department's success and gratitude to a team of amazingly talented women who love serving our beautiful community! This team is committed to making a difference in the lives of our residents daily and ensuring our community is a place of love & celebration. It is an honor to work alongside this amazing team! We invite you to visit us at each of our community centers and attend one of our fun-filled City events.

Sincerely,

Victor Reta

City of Socorro, Texas
Director

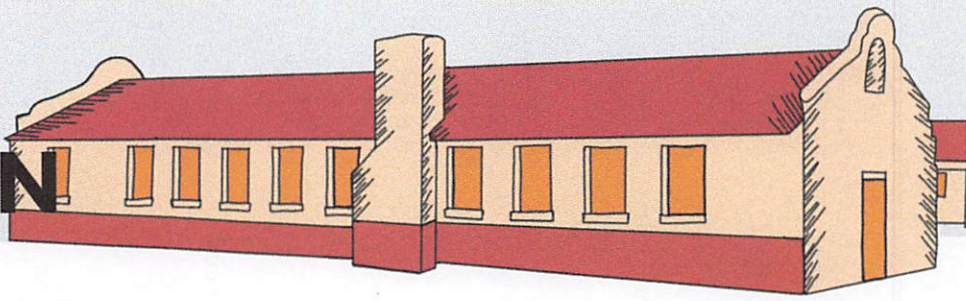
DEPARTMENT OVERVIEW



- Aerobics
- Al-Anon
- Art Program.
- Book Club
- Citizenship
- City Business
- Employee registration
- GED
- HAF Program
- Historic Preservation
- Information
- Prints/Copies
- Salsa
- Sandbags
- Senior Program
- TX A&M Colonias Prog
- Yoga
- Zumba

Aerobics	151
Al-Anon	4
Art Program.	29
Book Club	2
Citizenship	12
City Business	15
Employee registration	18
GED	14
HAF Program	1
Historic Preservation	2
Information	31
Prints/Copies	5
Salsa	51
Sandbags	4
Senior Program	230
TX A&M Colonias Program	9
Yoga	48
Zumba	205
Grand Total	831

HISTORIC PRESERVATION



Board Activities

Meeting Date: October 11, 2022

Meeting Type: Special

Commissioners Appointed: 7

Commission Vacancies: 0

Commissioners Absent: 2

(Angeles & Borrego)

Regular Agenda Items: 9

Items Approved: 4

Items Tabled: 3

Items Denied: 0

Presentations: 2

Time in Session: 89 Minutes

Special Projects

- Rio Vista Campus Capital Rehabilitation Project - **Pending Bid Documents**
- HLC Bylaw, Ordinance, and Process Re-Write- **Working with legal on final revision**
- Historical Design Guideline Re-Write-**Awarded ARPA funds, selecting consultant**
- Arts, Ale, & the Mission Trail Videos-**Footage sent to editor**
- National Historical Landmark Designation - **Pending federal government review**

- The city has established the historic landmark commission (HLC). To the extent possible, the city council shall appoint members to the HLC who have a background in architecture, urban design, history, or similar professions, or have an interest in historic preservation. The purpose of the HLC shall be as follows:
 - (1) To review and approve historical sites as provided in Article XIII of the City Charter;
 - (2) To ensure the protection, enhancement, preservation and use of historic areas, places, buildings and structures as provided in Chapter 20 of this Code;
 - (3) To establish policy and direction for the city museum and to work towards the establishment of same through the city, surrounding county, state, and federal governments, the city community, and the general public; and
 - (4) To collect, preserve, and exhibit objects valuable to the art and history of the city community.
- The commission consists of seven members appointed to four-year terms by the members of the city council as follows:
 - Mayoral Appointee 1 - Vice Chair Ricardo Rocha Term Expires February 2026
 - Mayoral Appointee 2- Dr. Elizabeth Ponce Lugo Term Expires August 2026
 - At-Large Appointee- Al Borrego Term Expires March 2026
 - District 1 Appointee- Sgt, Jesse Montelongo Term Expires February 2026
 - District 2 Appointee- Angelica Barrera Term Expires April 2026
 - District 3 Appointee- Maria Angeles- Term Expires March 2026
 - District 4 Appointee- Chair David Estrada Term Expires February 2026



SENIOR CENTER PROGRAM

Monthly Activities:

- (40) Senior Citizens Registered
- (820) County Senior Meals Delivered
- (40) EPFH Boxes Distributed
- (48) Senior Welfare Calls
- (119) Senior Transports
- Special Celebrations:
 - Pancake Breakfast
 - October Birthdays
 - Halloween Luncheon
 - Bassett Mall Field Trip



Program Summary

The Senior Citizen Program

Rio Vista Community Center:

901 N. Rio Vista Rd.

Socorro, TX 79927

Monday-Friday 9AM - 1 PM

(915) 860-8615

Features:

- **Free** Transportation for Socorro Residents
- One **Free** Meal provided by the County
- **Daily** exercise & wellness activities
- **Fresh** coffee & provisions
- **Quality of Life & Activities of Daily Living** trips to entertainment centers, grocery stores, pharmacies, tradeshow, theaters & more!
- To **qualify** must be 60 years of age or older!
- **No Insurance** needed
- **Daily Loteria & Bingo**
- **Self Service Senior Program** where our loved ones can independently congregate with their peers and enjoy the day free of worry!



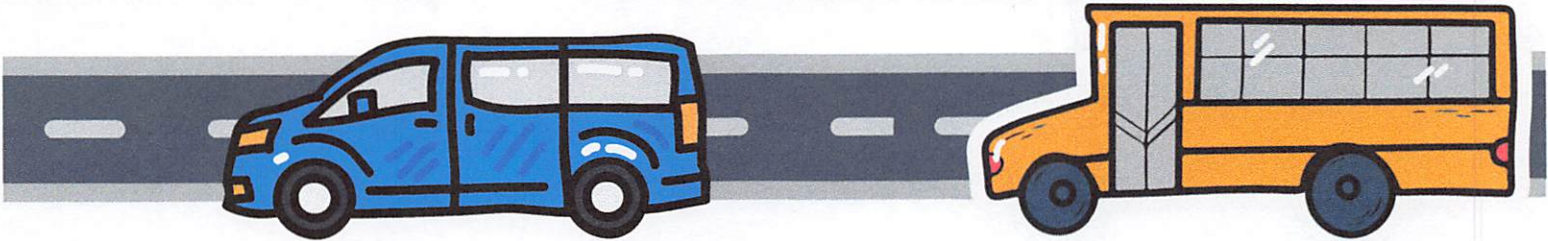
TRANSPORTATION PROGRAM

RC-01

TRIPS: **23**
MILES DRIVEN **258**
PASSENGERS: **58**
GALLONS FUELED:
MECHANIC WO: **0**
OPERATIONAL: **YES**
REGISTRATION DUE: **MARCH**
COVID PASSENGER CAPACITY: **4**
NEXTRAQ NOTIFICATIONS: **1**

RC-02

TRIPS: **3**
MILES DRIVEN **39**
PASSENGERS: **15**
GALLONS FUELED:
MECHANIC WO: **0**
OPERATIONAL: **YES**
REGISTRATION DUE: **MARCH**
COVID PASSENGER CAPACITY: **4**
NEXTRAQ NOTIFICATIONS: **0**



RC-03

TRIPS: **41**
MILES DRIVEN **374**
PASSENGERS: **107**
GALLONS FUELED:
MECHANIC WO: **0**
OPERATIONAL: **YES**
REGISTRATION DUE: **MARCH**
COVID PASSENGER CAPACITY: **4**
NEXTRAQ NOTIFICATIONS: **3**

RC-04

TRIPS: **20**
MILES DRIVEN **357**
PASSENGERS: **41**
GALLONS FUELED:
MECHANIC WO: **0**
OPERATIONAL: **YES**
REGISTRATION DUE: **MARCH**
COVID PASSENGER CAPACITY: **4**
NEXTRAQ NOTIFICATIONS: **3**

✉ ART@COSTX.US

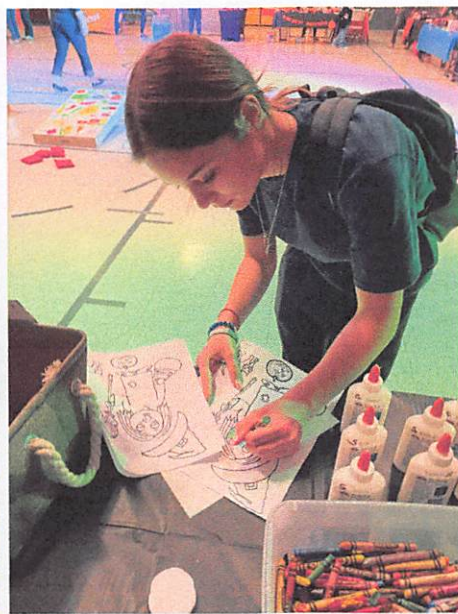
🌐 WWW.SYICART.ORG

SOCORRO YOUTH IN CULTURE



Monthly Activities:

- Lessons Given: (12)
- Instructors on board: (1)
- Attendance (29)
- Staff Vacancies (1)
- Current Projects (2)
- Special Events (3)
- Staff Development Days : (3)



Program Summary

The SY!C Program is a free after school program for children ages 5-18.

The program encompasses community improvement and art to keep our youth in a healthy state of mind, body, and culture.

The program meets every Tuesday, Wednesday, & Thursday from 4:30 - 7 PM.

Parents can take advantage of FREE zumba, yoga, and other fitness classes while their kids enjoy snacks, movies, and art!

The Program meets at the
Rio Vista Community Center
901 N. Rio Vista Rd.
Socorro, TX 79927
(915) 860-8615

MEDIA RELATIONS

6

KINT

10

KDBC

17

KVIA

5

KTDO

**MONTHLY
TV
MENTIONS**

19

KTSM

15

KFOX

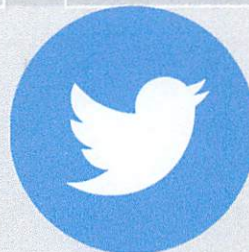
3

EP TIMES

12

KLAQ

87



Posts: **65**

New Followers: **151**

Views: **11,011**

Reach: **57,106**

Engagements: **5,514**

Posts: **52**

Interactions: **5,035**

Discoveries: **5**

Followers: **3,190**

Page Reach: **5,854**

Posts: **38**

Followers: **21**

Impressions: **22,600**

Visits: **2,358**

Mentions: **12**

Posts: **5**

Followers: **68**

Unique Visitors: **31**

New Followers: **2**

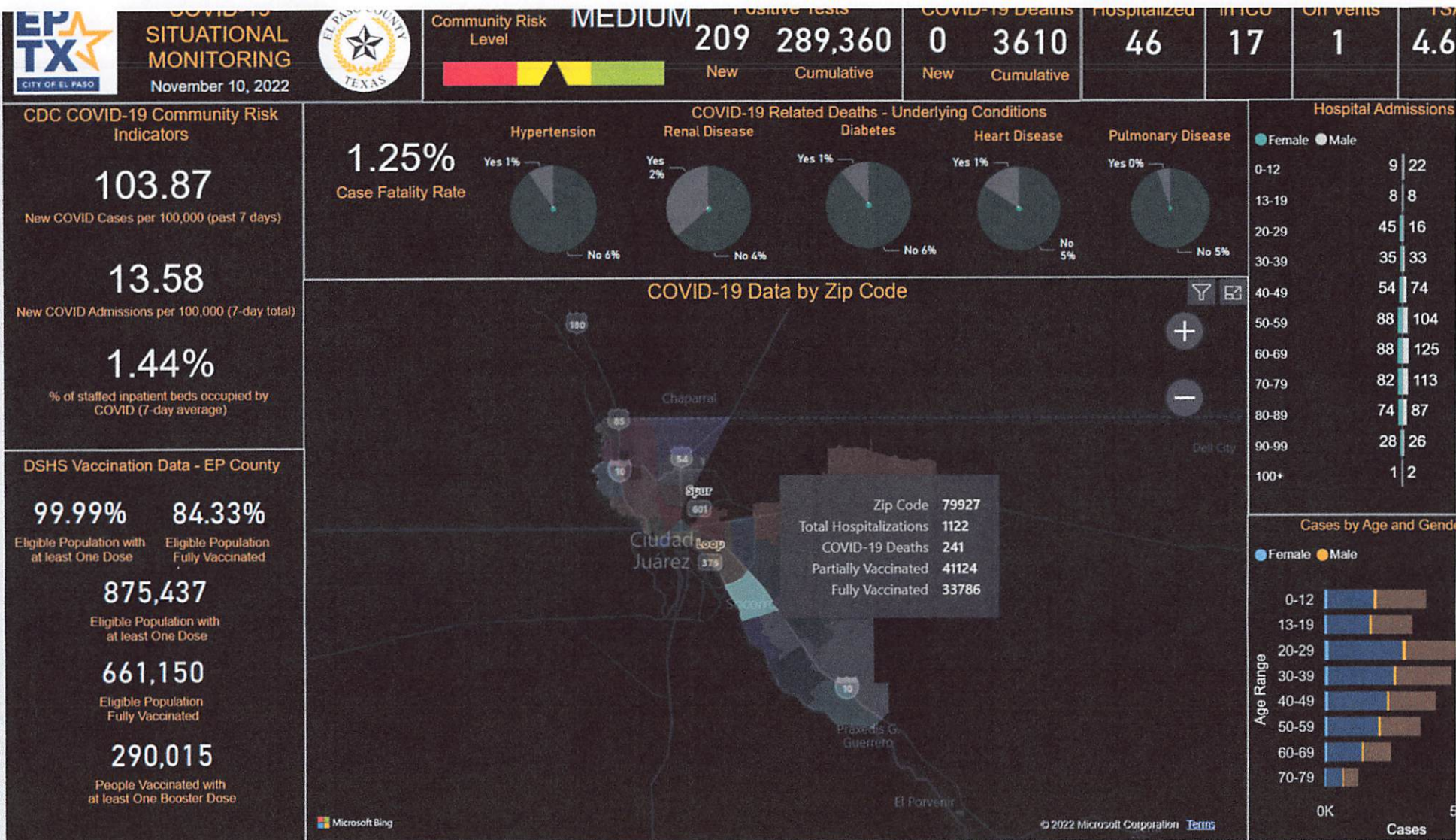
Post Impressions: **194**

Search Appearances: **80**

WWW.COSTX.US

@CITY_OF_SOCORRO

LINKEDIN.COM/COMPANY/CITY-OF-SOCORRO-TEXAS



COVID-19:

City/County Response

COS COVID Concerns:

- Strain Mutations
- Vaccine & Booster drives
- Spike in Cases



COS Response:

PPE Distributed: 3
 Rapids Conducted: 0
 PCR Scheduled: 0
 Situation Reports Received: 5
 Vaccination Drives Co-Hosted: 0

EVENT CALENDAR

**SOCORRO
SUNDAYS**

October 2, 9,
16, 23, 30

**USCIS
CITIZENSHIP
OPEN HOUSE**

October 19th

**BOOST NETWORK
BOYS & GIRLS
CLUB
AFTERSCHOOL
NIGHT**

October 20th

**SISD ROJAS
ELEMENTARY
SCIENCE FAIR**

October 21st

**COS FRIGHT
FARM**

October 28th

**EPFD SPARKY'S
TRUNK OR TREAT**

October 29th

**HILLEY
ELEMENTARY
PARADE**

October 31st

MAJOR & CAPITAL PROJECTS

Project Name	Stage	Data / Outcome
Socorro Sundays	Completed & On-Going	<ul style="list-style-type: none">• Site: RVCC• 1st Sunday - Farmers Mrkt• Live Food Demos• Live Art & Wellness Classes• Book Giveaway• Plant Giveaway
RVCC Rehabilitation	Completed Tasks entering final phase before bidding	<ul style="list-style-type: none">• Finishing up design & building docs needed for the bid set.• Bracero Museum being spearheaded by UTEP
City Wellness Program	Launched & On-Going	<ul style="list-style-type: none">• Yoga/Zumba/Bachata Classes are now being offered• Salsa & Bachata repertoire added
Fright Farm	Coordinated	<ul style="list-style-type: none">• Scheduled for 10/28
WinterFest	Coordinated	<ul style="list-style-type: none">• Scheduled for 12/2

October 2- Socorro Sundays
October 3- Senior Appointment
Transport

- NEA Concept Meeting

October 4- Mission Trail El Paso
Chamber Meeting

- COG Mtg @ RVCC
- HAF application

October 5-OEM Migrant Briefing

- NTHP Grant Mtg

October 7- COS Flu & COVID Booster
Drive

- Colonias Program Mtg
- City Council Mtg

October 8- IT Training Boards &
Commissions

- RC Quarterly Grants Mtg
- NTHP Consultant Mtg

October 9- Socorro Sundays

October 11- PDN Non Profit Boards &
Commissions Training

- WTEP Mtg

October 12- OEM Title 42 IAP Mtg

- Historic Preservation Training
- Special Council Mtg- Utilities

October 13- STRONG Coalition

- LPEC Mtg
- El Paso Film Making Panel

October 14-Senior Appointment
Transport

October 16- Socorro Sundays

October 17- Department Head Mtg

- Senior Appointment Transport
- OEM Workshop Mtg
- CACC Orientation Training

October 19- USICIS Info Session

OCTOBER CALENDAR

October 20-FRight Farm Planning &
WinterFest Planning Mtg

- Boost Network Boys & Girls Club
Event
- City Council Mtg

October 21-Rojas Science Fair

- CSCI Intro Mtg

October 23- Socorro Sundays

October 24- Mayor Mtg re: Upcoming
Events

October 25- PDN Training Boards &
Commissions

October 26- OEM IAP Mtg

October 27- TxtMyGov Mtg

October 28- Senior Transport
Appointment

- Fright Farm

October 29- Sparky's Trunk or Treat

October 30- Socorro Sundays

October 31- Senior Halloween Day

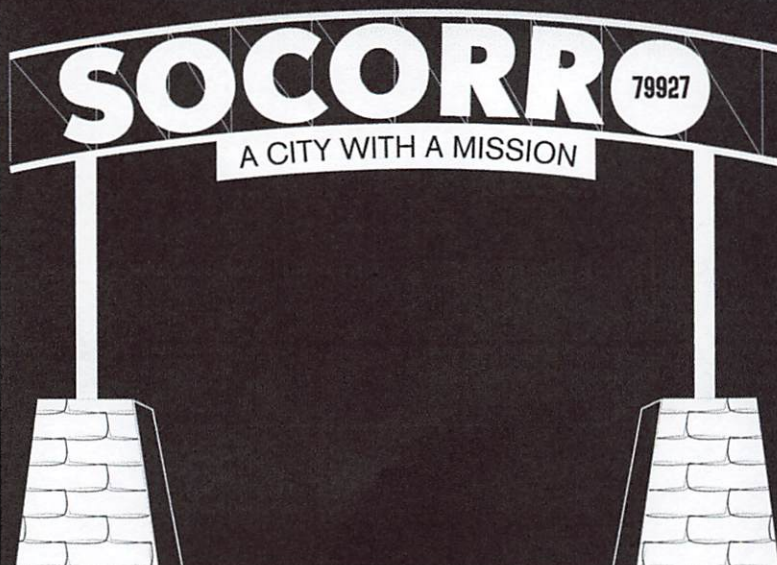
- Hilly Halloween Parade
- Calavera Judging Day

Come Visit Us!



Check Out Our New Website!

WWW.COSTX.US



Victor Reta- Director,
Lizbeth Castro-Coordinator,
VACANT- Art Coordinator, ,
Diana Rodriguez- Multimedia Specialist
Lourdes Aguilar- Art Instructor,
Marisela Corral- Recreation Leader,
Zulema Pacheco- Recreation Leader,
Isabela Perez- Recreation Leader ,
Nora Reyes- Art Instructor ,



Information Technology Department Monthly report October 2022



Projects and Goals:

- Planning sound system upgrade in Rio vista Community Workout Room
- Planning New Server room Build out at 800 Rio Vista
- Planning for Access point security installation and Upgrade thru out City Buildings
- Planning for Live stream of Winter Festival parade
- Preparation for New Tough Screen Digital Board for P&Z Lobby in November
- Preparation for New Access door installation at 800 Rio Vista
- Preparation for ARPA Project: Broadband and Network Infrastructure
- Preparation of New IT Technician Hire

Completed Projects and Goals:

- Attended Accela Conference and Training
- Assist with the Fright farm Haunted house
- Installed new cat6 wiring for new Mechanics shop and office
- New Switch Installation for Art Building at Rio Vista
- Configured Phone and workstation for Art Department staff
- Reorganization of IT storage room in preparation of server room build.
- Hosted a Presentation by Contra Networks

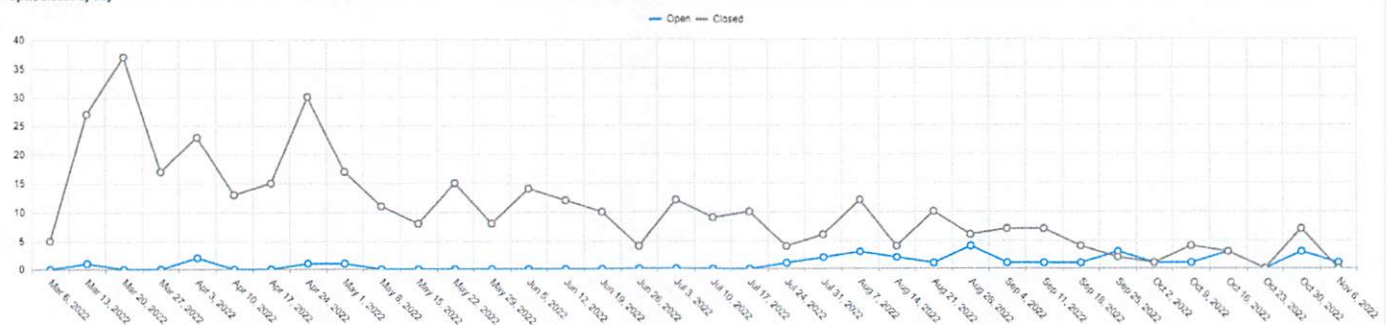
Work Order System, City Source App Analytics updates:

Service Request Metrics: All Recent Requests

Action Menu

Date Range: All Time Teams: All RequestTypes: All Boundaries: All Status: All Manage Views

Open/Closed by Day



Statistics

Total Reports Created	407
Total Reports Open	33
Total Reports Closed	374
Average Reports Created per Day	1.64
Average Reports Closed per Day	1.51
Average Time to Close	7.27 Days
Fastest Closed Request Type	IT Work Order (0.00 Days)
Slowest Closed Request Type	IT Work Order (130.39 Days)
Most Common Request Type	IT Work Order



Information Technology Department

Monthly report

October 2022



Mission-critical:

Administration

- Added, Deactivation, and Maintained City email exchange for new and old employees
- Added, Deactivation, and Maintained New & Expired Employees in Time clock and Network Access
- Updated and maintained the city website and City Source app
- Updated and maintained workstations and Domain networks
- Work order issues
- Running live stream equipment and software for City Council meetings
- Prepared phone, workstation, access card to all building for new maintenance tech employee

Courts

- Updated and maintained workstations and Domain networks.
- Work order issues
- Updated All Cardinal Virtual machines
- Planning Access Point Security for the department
- Maintenance all workstation printers

Recreation

- Updated and maintained workstations and Domain networks.
- Work order issues
- Assist with planning for Live stream of Ted Talk
- New network switch and Port installation for the Art department
- New phone and workstation set up
- Accosted with Fright Farm event
- Build and ran Haunted House

Police Department

- Updated and maintained workstations and Domain networks.
- Work order issues
- Front gate maintenance and repairs
- Access point door maintenance and repairs in patrol building



Information Technology Department Monthly report October 2022



Parks & Public works

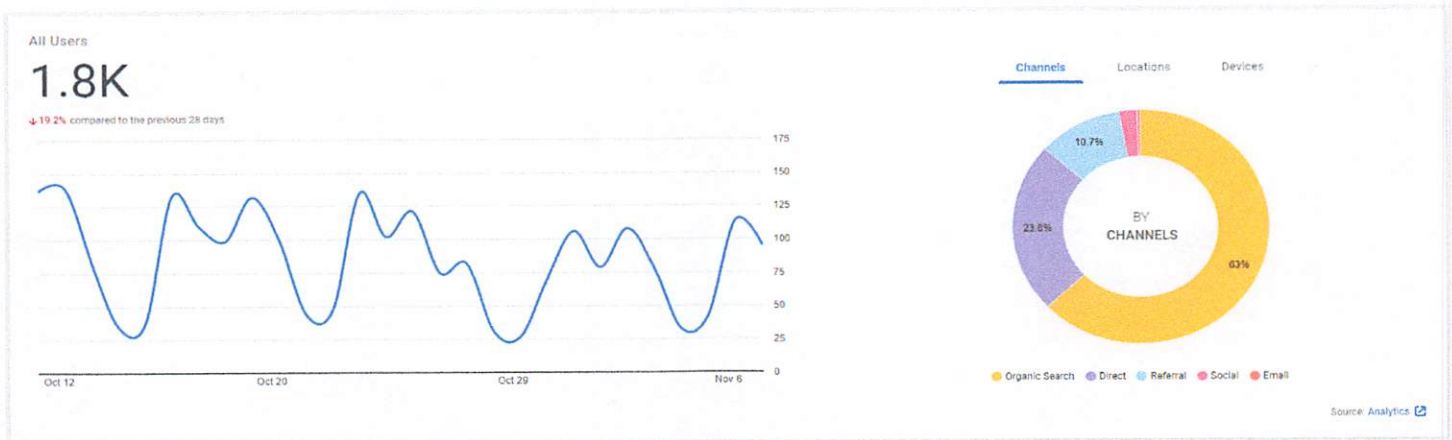
- Updated and maintained workstations and Domain networks.
- Work order issues
- New Gate motor installation
- Network cat6 cabling for new vehicle maintenance shop location.

Planning & Zoning

- Updated and maintained workstations and Domain networks.
- Work order issues
- Running live stream equipment and software
- Accela Conference and Training
- Planning for Civic Application of Accela

New Website Analytics

WWW.COSTX.US





City of Socorro, Texas
Grants & Special Projects Department

October 2022 Monthly Report

[October 1, 2022 - October 31, 2022]

Table of Contents

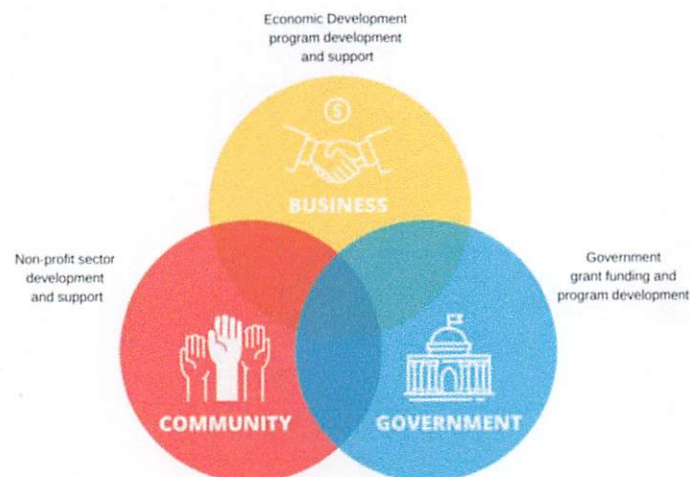
Executive Summary	2
New Grant Awards	3
Financial Overview	3
Active Grants	4
Department Activities	6
Transportation Projects Coordination	6
Non-profit support	6
Economic Recovery	6

Executive Summary

The primary function of the Grants & Special Projects Department (GSPD) is to assist City Departments and the City's non-profit partner organization in meeting our City's Mission and Vision to better serve the residents of Socorro, Texas. To this end, the GSPD has identified the following department goals:

- **Local Government grant funding and program development**
- **Non-profit sector development and support**
- **Economic Development program development and support**

Figure 1 – The GSPD fosters and supports development and collaboration between the Government, Community and Business Sectors in Socorro, Texas



The GSPD, which is composed of the City Development Director, one (1) full time Grants Accounting Specialist, and the Economic Recovery Coordinator, spearheads new grant projects and special projects across various City departments, the City's nonprofit partner organization, and small business community. **Department Highlights** during this reporting period (October 1, 2022 to October 31, 2022) include:

- **Grants Administration** – Held quarterly grants meetings with all City Departments with active grants projects on October 7th 2022.
- **ARPA** – Finalized project budgets and details for twenty-seven (27) ARPA Projects totaling \$9,011,025, to be implemented across six (6) City Departments to address the public health and negative economic impacts of the COVID-19 pandemic.

- **Economic Recovery** - Coordinated small business support meeting on October 3, 2022, and 5 C's of Credit workshop on October 26, 2022. Assisted five (5) small businesses via financial assistance through the ESBRA Program in October 2022.
- **Transportation** - Continued administrative support invoicing and reimbursement from TxDOT for Bovee and Rio Vista Bridge Projects, Passmore Shared Use Path, Arterial 1 (1682 Blvd), and Nuevo Hueco Tanks Rd.

As always, it is the goal of the GSPD to continue to meet the funding needs and priorities of each department in order to enhance our capacity to serve the residents of Socorro.

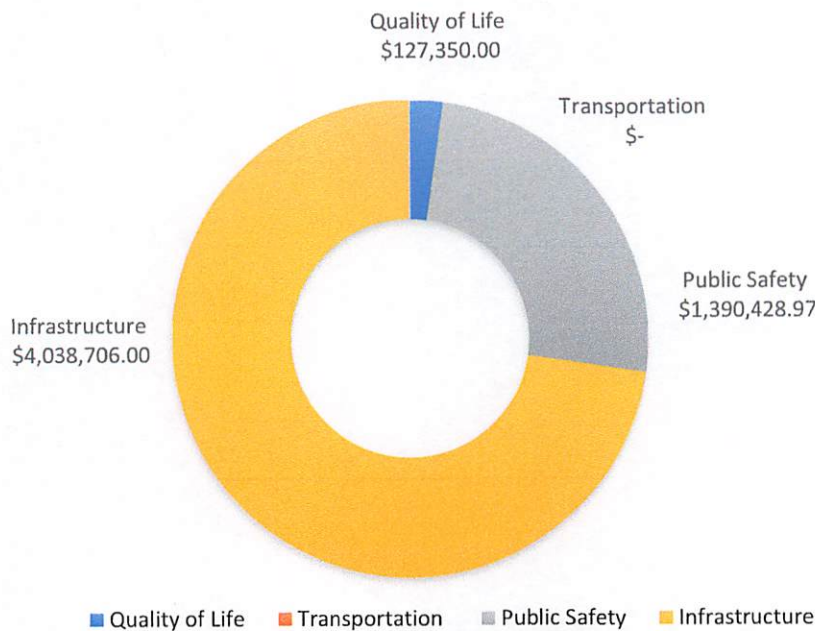
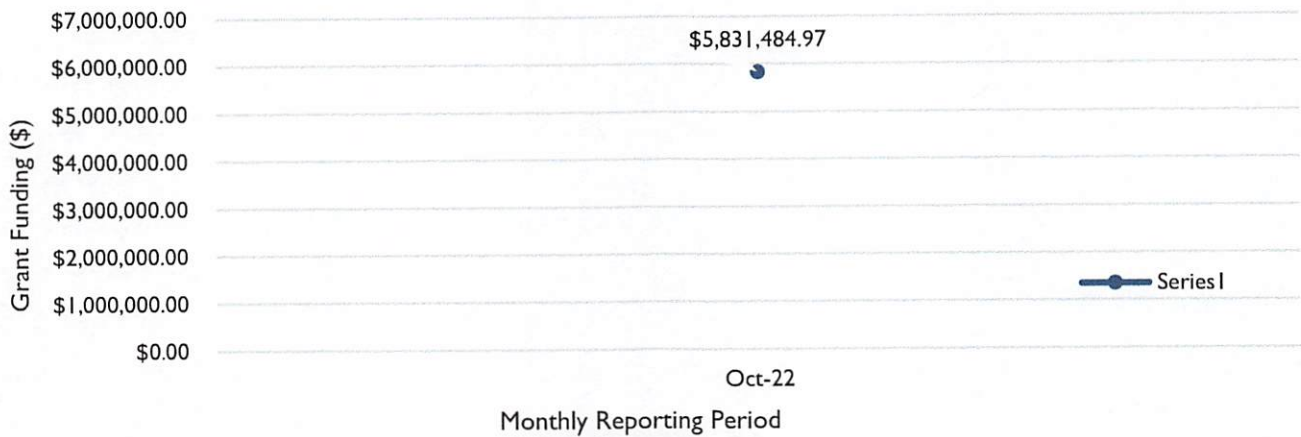
New Grant Awards

There were no new grants awarded during this reporting period.

Financial Overview

The following is a general overview of the grant funding available to City Departments since the start of the new 2022-2023 fiscal year on October 1st, 2022. The Active Grants Funding table below represents the **net amount** of grant funding available to active grant projects since the start of the new 2022-2023 fiscal year. As of this reporting period, active grant funding awards total **\$5,556,484.97**. Please note that this total does not include funding awards to the CSCI nonprofit. There was **a \$448,093.29 decrease** in active grant funding during this reporting period due to the end of the 2021-2022 fiscal year, and the close out and removal of grant projects that have been completed and reimbursed.

FY 2022 - 2023 Active Grant Funding



Graph 1. The total amount of grant funding awarded to City Departments as of October 2022 is \$5,556,484.97. The largest public service categories receiving grant funding are Infrastructure (72%), and Public Safety (25%).

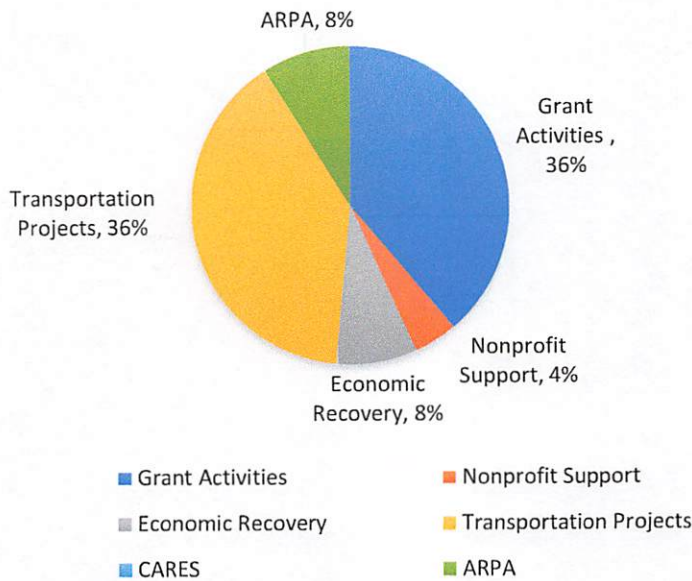
Active Grants

Projects that have been awarded grant funds are listed in Table 2 below. Currently, the GSPD assists City departments with the administration of fourteen (14) grant projects across various departments totaling \$5,556,484.97 in federal, state, or foundation dollars.

Table 2. Summary of FY 2022 – 2023 Grant Funding Awards

				Financial Information			Project Information		
#	City Department	Funding Agency	Grant Program	CFDA	Contract No.	Funding Awarded	Funding requested for...	Project Start Date	Project End Date
1	Police Department	USDOJ - COPS Office	FY 2020 COPS Hiring Program (CHP)	16.710	2020UMWX0203	\$742,237.00	Hiring of six (6) officers for SPD Community Policing	7/1/20	6/30/23
2	Planning & Zoning	Federal Highway Administration (FHWA) via pass-through to EPMPO	Transportation Alternatives Set-Aside (TASA)	20.205	E502X	\$605,425.00	Passmore Shared-Use Path	7/16/20	TBD
3	Police Department	Office of National Drug Control Policy (ONDCP)	High Intensity Drug Trafficking Areas (HIDTA) Program	95.001	ONDCP	\$74,844.00	West Texas HIDTA Anti-Gang Task Force initiative	1/1/21	12/31/22
4	Police Department	USDOJ - COPS Office	COPS Office Community Policing Development (CPD) Program	16.710	15JCOPS-21-GG-02315-SPPS	\$204,000.00	SPD Crisis Intervention Team - mental health professionals	9/1/21	8/31/23
5	Police Department	Office of the Governor (OOG) Homeland Security Grants Division	FY21 HS-Homeland Security Grant Program (HSGP)	97.067	4302401	\$166,783.10	Funding for Emergency Response Team	9/2/21	9/1/22
6	Police Department	Office of the Governor (OOG) Criminal Justice Division	FY22 Rifle-Resistant Body Armor Grant Program	State	4301301	\$18,504.00	Rifle-Resistant Body Armor for the SPD	9/1/21	8/31/22
7	Recreation Centers	Paso del Norte Health Foundation	Healthy Kids Initiative - FY22	Foundation	PDNIG	\$37,350.00	Socorro Youth in Culture Art Program - Year 3	12/1/21	11/30/22
8	Recreation Centers	National Endowment for the Arts	NEA - Challenge America FY22	45.024	1891345-78	\$10,000.00	Socorro History Art Walk	2/1/22	1/31/23
9	Recreation Centers	Texas Historical Commission	FY 2022 Certified Local Government Grant	15.904	THC22	\$30,000.00	Rio Vista Farm Rehabilitation	TBD	TBD
10	Recreation Centers	National Trust for Historic Preservation	Telling the Full History	Foundation	TTFH	\$50,000.00	Public Humanities Coordinator	4/1/22	3/31/23
11	Police Department	Homeland Security Grant Program (HGSP)	EP 2022 OPSG	97.067	3007207	\$71,863.30	OTH for officers supporting the border initiative and M&A	3/1/22	2/28/23
12	Police Department	Office of the Governor (OOG) Homeland Security Grants Division	BL20 Local Border Security Program (LBSP)	State	3000908	\$85,000.00	Overtime for officers and dispatchers supporting the border initiative	9/1/22	8/31/23
13	Planning & Zoning	Texas Water Development Board	Flood Infrastructure Fund	State	Pending	\$3,433,281.00	Sparks Arroyo Drainage Project	TBD	TBD
14	Police Department	Office of the Governor (OOG) Criminal Justice Division	VC - Coronavirus State Fiscal Recovery Fund (Victims of Crime - SB 8)	21.027	4474501	\$27,197.57	Socorro First Responder Mental Health Program	10/1/22	9/30/23
Total in Active Grant Funds*						\$5,556,484.97			

Department Activities



Between October 1, 2022 to October, 2022, approximately 180 service hours were logged across various projects and departments. Department staff focused 46% of logged hours on Grant Activities including grant writing and grant administration; 19% of logged hours on ARPA Project support and administration, and 16% of hours logged on contract administration support for five (5) EPMPO/TxDOT Funded Transportation projects.

In addition to its general Grant Writing and Grants Administration functions, the GSPD also spearheads special projects as needed. **Special Project activities during this reporting period are described in the sections below.**

Non-profit support

- Non-profit Sector Development
 - Coordination with Executive Director on joint City-nonprofit projects

Economic Recovery

- Small Business Support Activities
 - Coordination and execution of Small Business Support Meeting on Monday, October 3, 2022. Attendees: 16
 - Coordination and execution of 5 C's of Credit workshop on October 26, 2022. Attendees: 5
 - Deployment of Socorro Small Business Resources Newsletter:

-
- Email Campaigns: 7
 - Subscribers: 757
 - Average rate of opens: 35.4%
 - Average rate of clicks: 0.4%
 - Small Business resources shared: 8
 - Development of Client Relationship Management (CRM) platform:
 - Leads: 55
 - Contacts: 46
 - Small Business Assistance Programs
 - ESBRA Program:
 - Number of small businesses assisted this month: 5
 - Financial assistance provided to small businesses this month: \$3,017
 - Types of local, County, and State permits assisted with: TABC license, Food Inspections, County registration, Socorro business and vendor registrations.

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

Presentation on the launch of the Socorro Business Hub, created by Startup Space in coordination with the Economic Recovery Office.

SUMMARY

The City of Socorro, Economic Recovery Office will provide a presentation on the Socorro Business Hub, a digital platform customized for the Socorro small business community.

STATEMENT OF THE ISSUE

Startup Space, a product of Economic Impact Catalyst (EIC), houses a wealth of content provided by your local community members, organizers, and entrepreneurs. The resources, events, stories, and other information available in the Hub have been built to serve those who are interested in starting or running a venture and supporting our local entrepreneurs. The platform will forge new connections with other users of the Socorro community.

The platform is a digital app accessible through a smartphone, and also via the City of Socorro's Economic Recovery webpage. The Socorro Business Hub is the name for this online resource community, through which users (i.e., businesses, entrepreneurs, and residents) will be able to connect to access online business resources from area agencies such as the Borderplex Workforce Solutions, Contract Opportunities Center, LiftFund, Small Business Development Center and SCORE to mention a few. In addition, users can stay current on events and activities (e.g., small business community meetings) scheduled by the City's Economic Recovery Office, as well as workshops or webinars organized by our resource partners.

The City of Socorro will be the first community in West Texas to launch a resource portal on Startup Space powered by EIC platform for Socorro entrepreneurs to start, launch and grow businesses.

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.

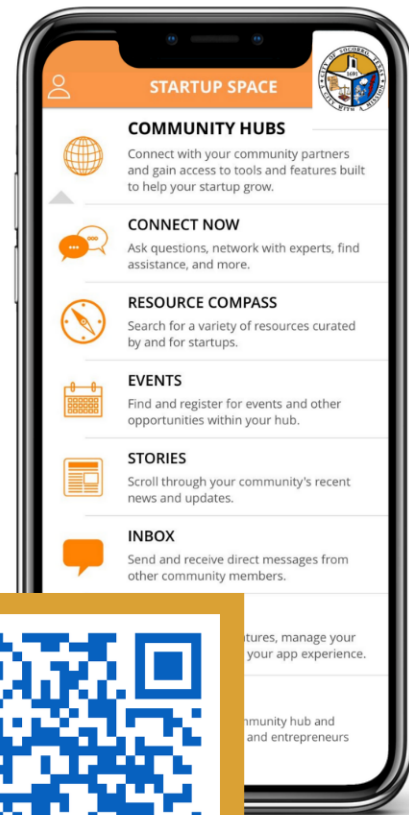
REQUIRED AUTHORIZATION

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

CITY OF SOCORRO BUSINESS HUB

Join our online community "Socorro Business" powered by Startup Space!

- + Access to our robust resource and business network
- + Available in both English & Spanish
- + Startup knowledge center
- + Live and virtual events
- + Open forum with local entrepreneurs and experts
- + and so much more!



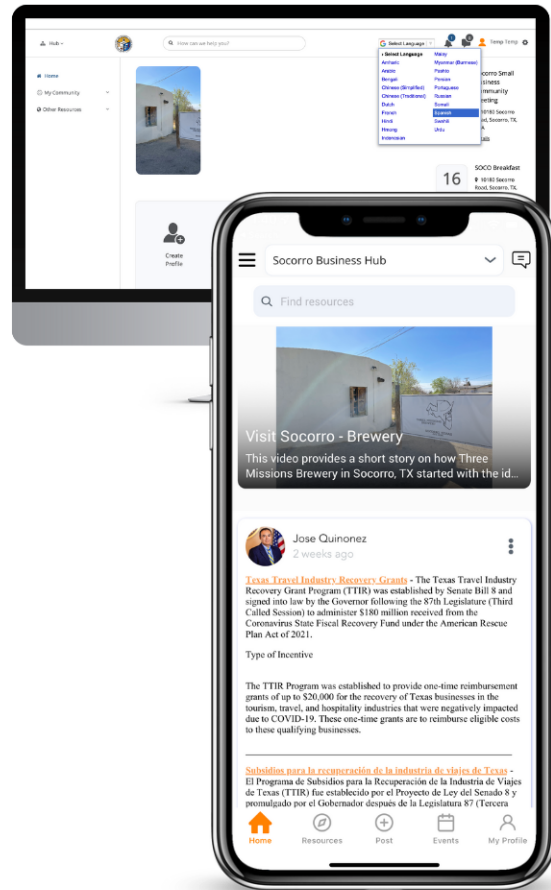
Use this QR Code to join our online community.



CITY OF SOCORRO BUSINESS HUB

How to join the Socorro Business Community:

- + Use the QR code to get to the registration site
- + Register for an account and a verification code will be sent to your phone
- + Enter the verification code and create a password
- + Then fill out your profile and begin exploring our hub
- + If you prefer to explore the hub in Spanish, you can change that using the language bar



Startup Space

ITEM 8

Ivy Avalos
Mayor

Ruben Reyes
At Large/Mayor Pro Tem

Cesar Nevarez
District



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

REGULAR COUNCIL MEETING MINUTES NOVEMBER 3, 2022 @ 6:00 P.M.

MEMBERS PRESENT:

Mayor Ivy Avalos
Ruben Reyes
Cesar Nevarez
Alejandro Garcia
Rudy Cruz, Jr.
Yvonne Colon-Villalobos (*joined virtually 6:05 pm*)

STAFF PRESENT:

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

Estevan Gonzales, IT Director
Victor Reta, Rec. Ctrs. Director
Charles Casiano, Finance Director
Alejandra Valadez, City Development Coordinator
Officer Tecomahua
Jose Quinonez, Economic Recovery Coordinator

1. CALL TO ORDER

The meeting was called to order at: 6:02 pm.

2. Pledge of Allegiance and a Moment of Silence

Pledge of Allegiance led by Robert E. Rojas Elementary School, Alan Beltran, Javier Beltran, Brooklyn Nunez and Elian Rodriguez.

3. Establishment of Quorum

Quorum was established with all council members present.

PROCLAMATION

4. **PROCLAMATION** WHEREAS THE CITY OF SOCORRO PROCLAIMS NOVEMBER 26, 2022 AS SMALL BUSINESS SATURDAY.

MAYOR IVY AVALOS

Mayor Ivy Avalos read proclamation.

PUBLIC COMMENT

5. PUBLIC COMENT

Miriam Cruz spoke (*virtually*) during Public Comment.

PRESENTATION

6. *PRESENTATION AND UPDATE* FROM ROBERT CAMPION PRESIDENT OF ELITE MEDICAL TRANSPORT REGARDING AMBULANCE SERVICES. *ADRIANA RODARTE*

Yossif A. Lharbi made presentation.

CONSENT AGENDA

- 7. *EXCUSE* ABSENT COUNCIL MEMBERS. *OLIVIA NAVARRO***
- 8. *APPROVAL* OF SPECIAL COUNCIL MEETING MINUTES OF OCTOBER 12, AND OCTOBER 20, 2022. *OLIVIA NAVARRO***
- 9. *DISCUSSION AND ACTION* ON APPROVING SEPTEMBER 2022 CASH RECEIPTS REPORT. *CHARLES CASIANO***
- 10. *DISCUSSION AND ACTION* ON APPROVING SEPTEMBER 2022 ACCOUNTS PAYABLE REPORT. *CHARLES CASIANO***
- 11. *DISCUSSION AND ACTION* ON APPROVING SEPTEMBER 2022 UNAUDITED FINANCIAL REPORT. *CHARLES CASIANO***
- 12. *INTRODUCTION, FIRST READING, AND CALLING FOR A 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***
- 13. *INTRODUCTION, FIRST READING, AND CALLING FOR A 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***

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

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

Nays:

Absent:

REGULAR AGENDA

PUBLIC HEARING/ORDINANCES

- 14. PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS BY ADDING DIVISION 16. GENERAL MIXED USE DISTRICT. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE. CARLOS GALLINAR**

Public Hearing opened at 6:18 pm

No Speakers

Public Hearing closed at 6:18 pm

- 15. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE IV. DISTRICT REGULATIONS BY ADDING DIVISION 16. GENERAL MIXED USE DISTRICT. WHEN REQUIRED, OF THE CITY OF SOCORRO MUNICIPAL CODE. CARLOS GALLINAR**

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. PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 38 SUBDIVISIONS, ARTICLE I. GENERAL, SECTION 38-20 DEDICATION OF LAND FOR PUBLIC USE, BY DELETING THIS SECTION IN ITS ENTIRETY AND ADDING A NEW SECTION 38-20 PARKLAND DEDICATION. CARLOS GALLINAR**

Public Hearing opened at 6:39 pm

Miriam Cruz was signed to speak but had left the meeting.

Public Hearing closed at 6:40 pm

17. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 38 SUBDIVISIONS, ARTICLE I. GENERAL, SECTION 38-20 DEDICATION OF LAND FOR PUBLIC USE, BY DELETING THIS SECTION IN ITS ENTIRETY AND ADDING A NEW SECTION 38-20 PARKLAND DEDICATION. *CARLOS GALLINAR*

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

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

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

Nays:

Absent:

Esther Alvarado spoke on this item.

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

Nays:

Absent:

GRANTS DEPARTMENT

18. DISCUSSION AND ACTION TO APPROVE RESOLUTION 720 AUTHORIZING THE CITY OF SOCORRO TO SUBMIT AN APPLICATION TO ESTABLISH A FOREIGN TRADE ZONE UNDER THE ALTERNATIVE SITE FRAMEWORK AS DEFINED IN 15 CFR 400.2(C).

ALEJANDRA VALADEZ

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

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

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

Nays:

Absent:

19. DISCUSSION AND ACTION TO SUBMIT A GRANT APPLICATION TO THE FY 2022 WEST TEXAS HIDTA PROGRAM AND ACCEPT THE GRANT AWARD IN THE AMOUNT OF \$61,533.00 FOR THE SOCORRO POLICE DEPARTMENT. THERE IS NO MATCH REQUIREMENT FOR THIS GRANT.
ALEJANDRA VALADEZ

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to *approve item number nineteen (19)*. Motion passed.

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

Nays:

Absent:

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

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

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

Nays:

Absent:

PLANNING AND ZONING DEPARTMENT

21. DISCUSSION AND ACTION TO APPROVE RESOLUTION 721 APPROVING A REPLAT FOR SOCORRO MISSION SUBDIVISION UNIT 1 REPLAT C LOCATED AT 601 ZEBU ROAD AND BEING ALL OF LOT 10, BLOCK 10, SOCORRO MISSION SUBDIVISION UNIT 1 REPLAT C LOCATED AT 601 ZEBU ROAD AND BEING ALL OF LOT 10, BLOCK 10, SOCORRO MISSION SUBDIVISION UNIT 1, SOCORRO, TEXAS AND APPROVING A VARIANCE TO ALLOW A 5' REAR YARD SETBACK ON LOT 1 AND IMPOSING A CONDITION THAT THE SIDE YARD SETBACK NEAREST THE EXISTING HOME LOT 2 BE AT 10".
CARLOS GALLINAR

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

Ruben Reyes stepped out of the meeting at 7:13 pm

Ruben Reyes stepped back into the meeting at 7:14 pm

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

Nays:

Absent:

22. DISCUSSION AND ACTION TO APPROVE RESOLUTION 722 APPROVING A FINAL PLAT FOR EASTWIND INDUSTRIAL SUBDIVISION, BEING ROBERT E NIX SURVEY NO. 302, 303, AND 304, SOCORRO TEXAS.

CARLOS GALLINAR

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

Jorge Ascarate from CEA Engineering and representing the owner spoke on this item.

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

Nays:

Absent:

CITY MANAGER

23. DISCUSSION AND ACTION TO APPROVE, CAMACHO-HERNANDEZ WORK ORDER 3 AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO EXECUTE WORK ORDER.

ADRIANA RODARTE

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

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

Nays:

Absent:

24. DISCUSSION AND ACTION TO APPROVE , HUITT-ZOLLARS, INC. WORK ORDER 1 & 2 AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO EXECUTE WORK ORDER.

ADRIANA RODARTE

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

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

Nays:

Absent:

25. DISCUSSION, ACTION AND PRESENTATION TO APPROVE, CONTERRA NETWORKS FOR THE CITY OF SOCORRO NETWORK AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO EXECUTE WORK ORDER. ADRIANA RODARTE

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

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

Nays:

Absent:

26. DISCUSSION AND ACTION TO APPROVE THE CITY OF SOCORRO TO SPEND \$ 20,000.00 FOR 4 COMMUNITY CLEAN UPS INCLUDING THE TIRE AMNESTY IN FISCAL YEAR 2022-2023. ADRIANA RODARTE

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

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

Nays:

Absent:

MAYOR AND COUNCIL

27. DISCUSSION AND ACTION TO DIRECT STAFF TO DEVELOP A PROGRAM TO INCLUDE BUDGET AND VOLUNTEERS TO CREATE A STREET MURAL ON RIO VISTA ROAD. ALEJANDRO GARCIA

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

Ruben Reyes stepped out at 7:41 pm.

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

Nays:

Absent: Ruben Reyes

Ruben Reyes stepped back into the meeting at 7:43.

A motion was made by Rudy Cruz, Jr. seconded by Alejandro Garcia to *move into Executive Session*.

Alejandro Garcia stepped out of the meeting at 7:46 pm.

City Attorney James A. Martinez recommended to postpone Executive Session for next Regular Council Meeting.

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

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

ADRIANA RODARTE

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

ADRIANA RODARTE

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

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

Nays:

Absent: Alejandro Garcia

31. 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 Cesar Nevarez seconded by Ruben Reyes to *postpone for the next Regular Council Meeting of November 17, 2022*. Motion passed.

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

Nays:

Absent: Alejandro Garcia

Alejandro Garcia stepped back into the meeting at 7:48 pm

32. *ADJOURN*

A motion was made by Cesar Nevarez seconded by Yvonne Colon-Villalobos to
adjourn at 7:48 pm.

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

Nays:

Absent:

Ivy Avalos, Mayor

Olivia Navarro, City Clerk

Date minutes were approved

ITEM 9

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: November 9, 2022

TO: Mayor & Council

FROM: District 2 Representative Alejandro Garcia

SUBJECT: 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.

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 / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE _____

AN ORDINANCE 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.

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

Section 2. That Chapter 16 (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) ~~No person shall possess, manufacture, store, sell, handle, or use fireworks within the city limits or within 5,000 feet beyond the city limits; provided, however, this section is not intended to regulate the sale or use of fireworks in areas outside city's extraterritorial jurisdiction. There shall be no variance or exception granted to the prohibition contained in this section.~~ 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 \$_____ 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:

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: NOVEMBER 17, 2022

REZONING REQUEST & CONDITIONAL USE PERMIT STAFF REPORT

SUBJECT:

CALLING FOR A 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.

NAME: 2605 DARRINGTON REZONING

PROPERTY ADDRESS: 2605 Darrington Road

PROPERTY LEGAL DESCRIPTION: Lot 7, Block 1, Clint Venture Commercial Subdivision Unit 5 (Amending)

PROPERTY OWNER: Jose Jorge Valenzuela

REPRESENTATIVE: N/A

PROPERTY AREA: 1 Acre

CURRENT ZONING: Unclassified

CURRENT LAND USE: Trucking Company and Repair

FUTURE LAND USE MAP: Light Industrial

PROPOSED LAND USE: Commercial

FLOOD MAP: According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 281-B/ FEMA, September 4, 1991).

SUMMARY OF REQUEST: Request to rezone from Unclassified to C2 (General Commercial) and to approve a Conditional Use Permit to allow for a Trucking Business and Repair Shop.

STAFF RECOMMENDATION: Staff recommends APPROVAL.

BOARD RECOMMENDATION: PNZ Commission voted to APPROVE on October 18, 2022.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

Deny

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large / Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE _____

AN ORDINANCE APPROVING A REZONING OF 2605 DARRINGTON ROAD, BEING LOT 7, BLOCK 1, CLINT VENTURE COMMERCIAL SUBDIVISION UNIT 5 (AMENDING), SOCORRO, TEXAS FROM UNCLASSIFIED TO C-2 (GENERAL COMMERCIAL) AND A CONDITIONAL USE PERMIT TO ALLOW A TRUCKING COMPANY AND REPAIR SHOP.

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 Lot 7, Block 1, Clint Venture Commercial Subdivision Unit 5 (Amending), Socorro, Texas is granted a Rezoning from Unclassified to C-2 (General Commercial) and a Conditional Use Permit to allow for a Trucking Company and Repair Shop.

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

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

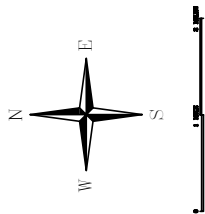
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

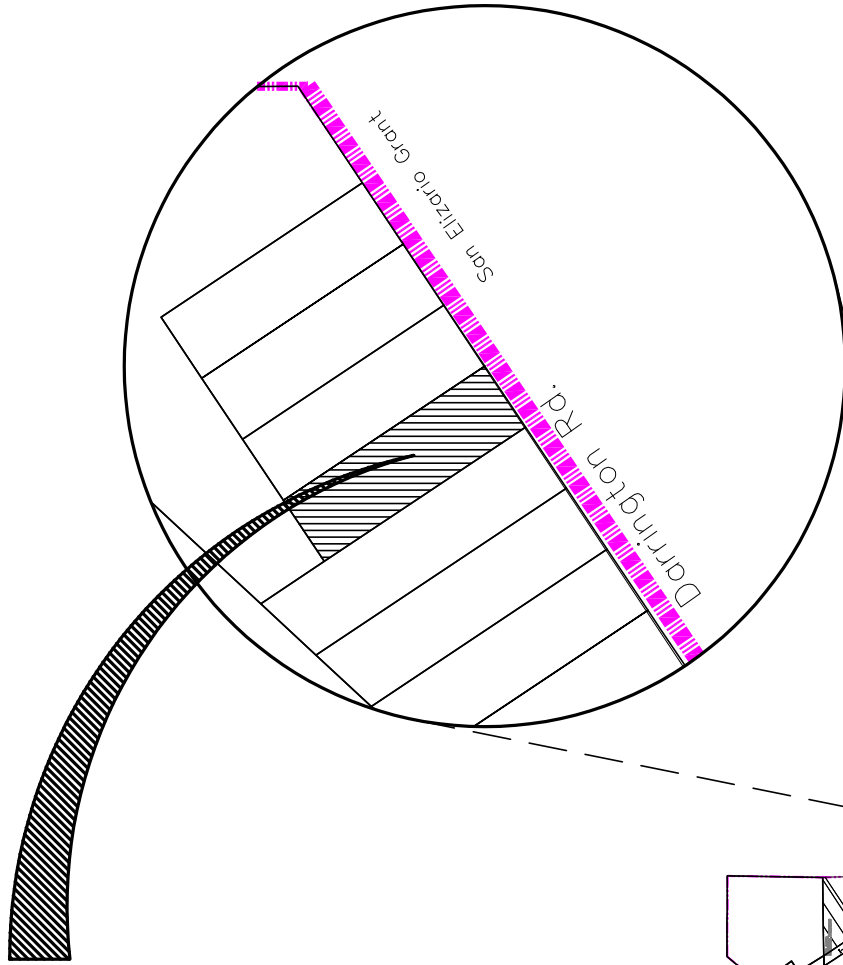
APPROVED AS TO CONTENT:

Adriana Rodarte, City Manager

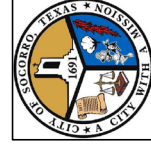
LOCATION MAP



PROJECT SITE:
2605 Darrington Rd.
Lot 7, Block 1
Clint Venture Commercial #5
Amending



CITY OF SOCORRO



LOCATION MAP
Scale: AS SHOWN

Planning and Zoning Department

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

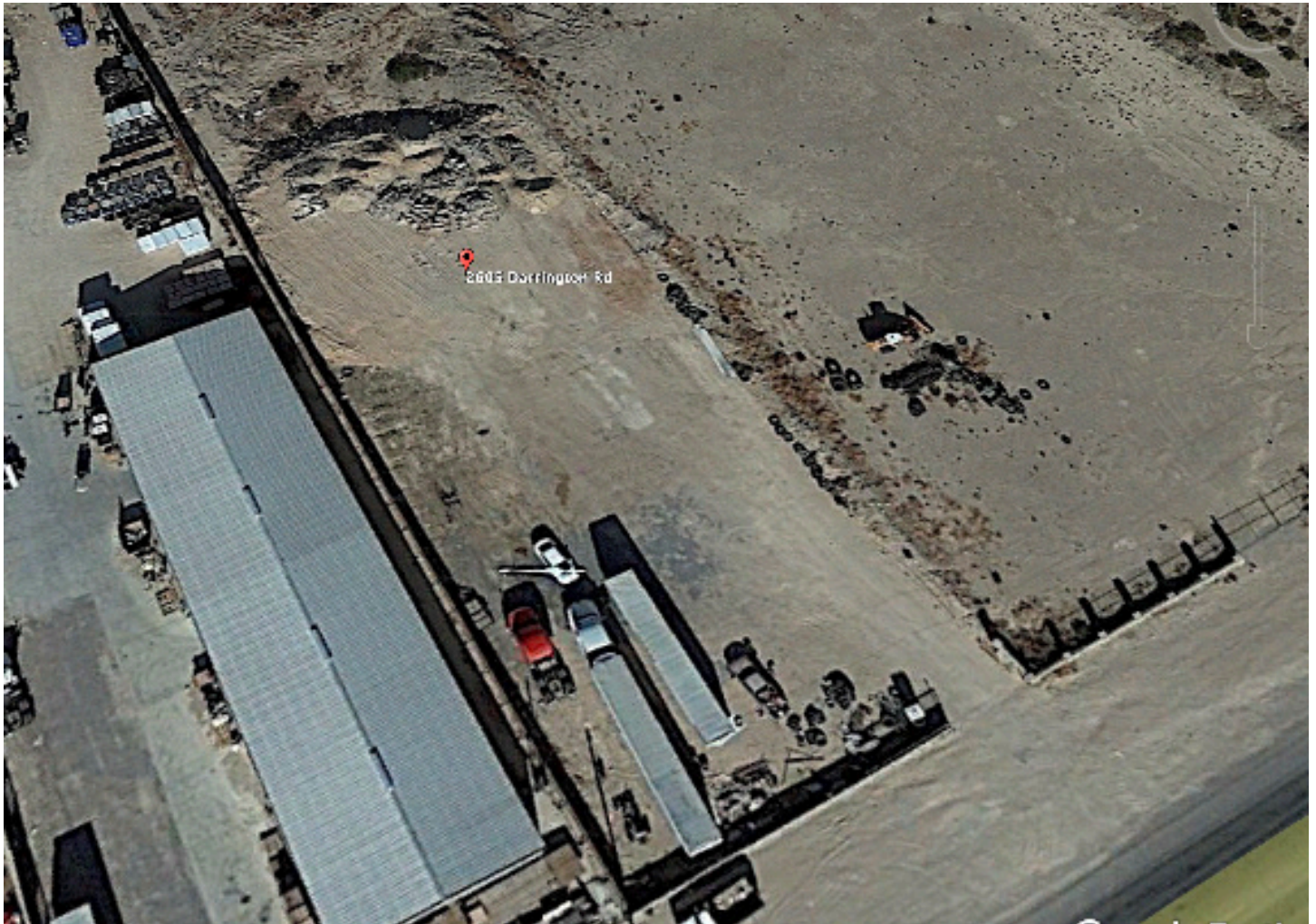
Zoning Map 2605 Darrington Rd



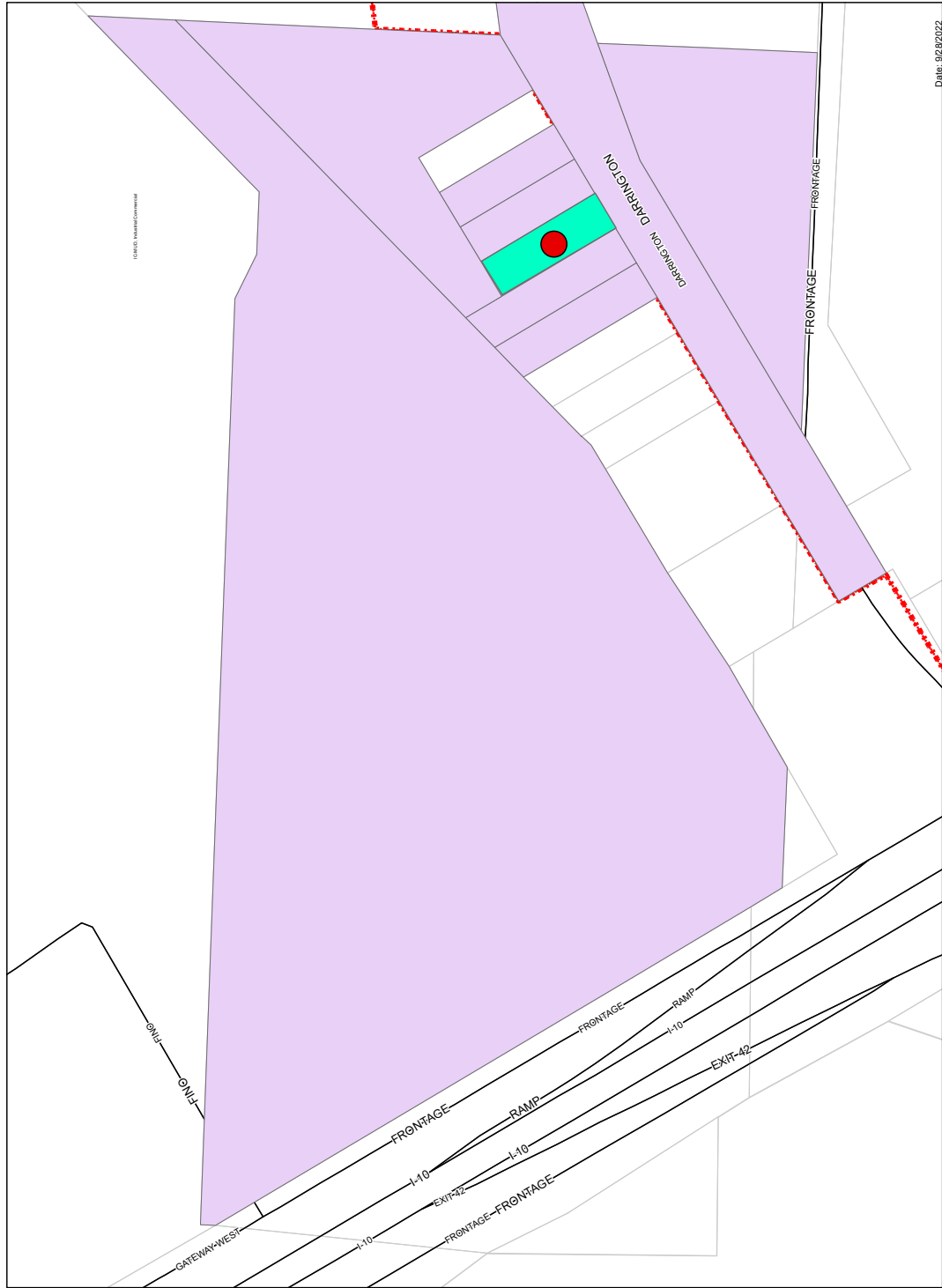
SITE PICTURES



AERIAL PHOTO



200' Around 2605 Darrington Rd.



Date: 9/28/2022



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



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: November 3, 2022

TO: Mayor & Council

FROM: Carlos Gallinar, Planning & Zoning Department

SUBJECT: PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE V. SUPPLEMENTAL REGULATIONS FOR ALL DISTRICTS, SECTION 46-634. SIGNS. BY MODIFYING SUBSECTION 24.

SUMMARY

Ordinance would create new sign standards for Mixed Use Zoning districts. Currently the City does not have sign regulations for these areas.

BACKGROUND

Over the past several years, the City Council created a Mixed-Use Zoning District (IC-MUD) and recently reviewed a new Mixed-Use District (GMU). These zoning district do not have distinct sign regulations that are specific to these areas. This Ordinance creates regulations that help support the development of these Mixed-Use Districts.

STATEMENT OF THE ISSUE

Planning and Zoning staff is beginning to receive inquiries for commercial development along the Socorro Logistics Center area; which is an IC-MUD. As staff begins the plan review for these projects, we need to have sign regulations in place that create a uniform design for the area.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION:

Staff Recommends Approval.

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

ORDINANCE _____

AN ORDINANCE TO AMEND CHAPTER 46 ZONING, ARTICLE V. SUPPLEMENTAL REGULATIONS FOR ALL DISTRICTS, SECTION 46-634. SIGNS. BY MODIFYING SUBSECTION 24.

WHEREAS the City of Socorro desires to and believes it is in the best interest of the City to amend Chapter 46. Zoning, Article V. Supplemental Regulations for All Districts, 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:

~~(24)Any sign or advertisement structure lawfully existing on the effective date of the ordinance from which this chapter is derived but which does not conform to this chapter may be required to be removed by the city. The city council may, after notice to the owner or occupant of the premises on which the sign is located, declare that such sign or advertising structure be removed in the public interest. The city clerk shall then contact two sign companies in the area for a written appraisal of the value of the sign or advertising structure and payment by the higher appraised value to the owner thereof or to the occupant of the premises on which the sign or advertising structure is located.~~

(24). In Mixed Use Districts (IC-MUD, GMU), no sign intended to be read from off the premises shall be permitted, except there may be:

- a. One monument sign per lot and per dedicated street frontage.
- b. Size: 80 square feet maximum (support structure is not part of sign square feet).
- c. Height: 15 feet maximum to include the support structure.
- d. Locations: Not closer than 5 feet from property line or within sight triangle.
- e. Wall Signs: One wall sign per dedicated street per occupant with a 50 square feet maximum and may not project more than 18 inches beyond the face of building or project beyond corner of building.
- f. Wall Signs shall not interfere with building fenestration or architectural integrity of building.
- g. Illumination: No blinking or flashing lights are permitted for any sign. Neither direct nor reflected light from any light source shall create a traffic hazard or distraction to motorists.
- h. Poles signs shall not be permitted.

~~(24).~~-(25). Any sign or advertisement structure lawfully existing on the effective date of the ordinance from which this chapter is derived but which does not conform to this chapter may be required to be removed by the city. The city council may, after notice to the owner or occupant of the premises on which the sign is located, declare that such sign or advertising structure be removed in the public interest. The city clerk shall then contact two sign

companies in the area for a written appraisal of the value of the sign or advertising structure and payment by the higher appraised value to the owner thereof or to the occupant of the premises on which the sign or advertising structure is located.

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:

APPROVED AS TO FORM:

Olivia Navarro, City Clerk

James A. Martinez

Introduction, First Reading and Calling for a Public Hearing: November 3, 2022
Second Reading and Adoption:

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

Discussion and action to approve the submission of a grant application 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.

SUMMARY

City Council will 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. Funding requested will offset the costs of bid and construction documents. There is a \$30,000 match requirement.

STATEMENT OF THE ISSUE

The City of Socorro has supported the full rehabilitation of Rio Vista Farm from its own general funds and special funds. The City of Socorro has also applied for and received grant funding from the Texas Historical Commission in 2018, 2019, 2020, and 2021 for various projects focused on the Rio Vista Farm rehabilitation and historic preservation. Certified Local Government grants provide funding to city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources.

The City of Socorro will request \$30,000 in grant funding to offset the costs of the development of bid and construction documents at Rio Vista Farm. There is a 1:1 matching requirement, thus, the City must commit to a \$30,000 local match.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): Recreation Centers

Funding Source: Capital Projects Fund

Amount: \$30,000.00

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

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

ALTERNATIVE

Not Approve – The City **will not** approve the submission of a grant application to the Texas Historical Commission’s FY 2023 Certified Local Government Program and commit to a \$30,000 local match.

STAFF RECOMMENDATION

Approve – The City **WILL** approve the submission of a grant application to the Texas Historical Commission’s FY 2023 Certified Local Government Program and commit to a \$30,000 local match.

REQUIRED AUTHORIZATION

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

TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT

GRANT MANUAL AND APPLICATION ★ FISCAL YEAR 2023



APPLICATION DEADLINE:
MONDAY, NOVEMBER 14, 2022

TEXAS
HISTORICAL
COMMISSION 
REAL PLACES TELLING REAL STORIES



This grant manual has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior and administered by the Texas Historical Commission. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

**TEXAS HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT GRANT MANUAL**

CONTENTS

Introduction.....	3
Administrative Information.....	3
Who May Apply	4
Eligible Projects.....	4
Professional Qualifications Standards.....	5
Section 106 Review	5
Matching Funds Requirement	5
Application Review Process	6
Grant Timeline and Responsibilities of the Grantee	6
Fiscal Year 2023 CLG Grant Application Form.....	8

INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a great resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. Currently, there are 75 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately \$160,000 to \$180,000 will be available for this round of grants.

ADMINISTRATIVE INFORMATION

Administration	Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grants Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, <i>Rules and Procedures for Certified Local Governments</i> ; and this manual.
Grant Period	The grant period is October 1, 2022, to September 30, 2025. Project preparation, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant contract signed, however, costs incurred prior to the execution of a signed contract with the THC may not be eligible for reimbursement. Despite the official grant period beginning October 1 st , grants will be awarded in 2023 following funding notification from the National Park Service.
Application Package	<p>The grant application form is included in this manual. A complete application submittal package consists of <u>1 copy</u> of the following documents:</p> <ul style="list-style-type: none">• Application Form (signed and dated)• Budget Worksheet (template is attached to the application form)• Resume of Project Manager (City or County staff, and/or representative of the third-party organization)• Resumes of all outside consultants, contractors, and/or individuals responsible for project oversight<ul style="list-style-type: none">○ Persons supervising grant projects must meet the Secretary of the Interior's Professional Qualification Standards○ If the applicant is planning to hire a consultant or subcontractor, resumes may be submitted following the selection process• Any applicable cost estimates, maps, drawings, or photographs• Determination of Eligibility Statement<ul style="list-style-type: none">○ Required for all National Register nomination grant requests○ Required for all Construction/Development grant requests for properties not already listed on the National Register○ Recommended for all Survey/Inventory projects

Visit <http://www.thc.texas.gov/preserve/projects-and-programs/national-register-historic-places/request-determination-eligibility> for instructions on how to request a Determination of Eligibility Statement.

Submittal Deadline A complete grant application package must be received **no later than 5 p.m. on Monday, November 14, 2022.** Applications may be submitted either via email or in hard copy using the guidelines below.

Email: To submit via email, send one email that includes all required documentation with the subject line “CLG Grant Application” to kelly.little@thc.texas.gov. Do not send the application to any other THC email address; it will not be considered.

Hand Delivery or Courier Service

Texas Historical Commission
Community Heritage Development Division
ATTN: Kelly Little, CLG Program Coordinator
1304 Colorado Street
Austin, Texas 78701

U.S. Mail

Texas Historical Commission
Community Heritage Development Division
ATTN: Kelly Little, CLG Program Coordinator
PO Box 12276
Austin, Texas 78711-2276

Note: A confirmation email will be sent upon receipt of the application by email, USPS, FedEx, UPS, etc. If you do not receive a confirmation email within 24 hours, please contact Kelly Little at kelly.little@thc.texas.gov.

WHO MAY APPLY

Only city or county governments, and state recognized Native American Tribes that have been individually “certified” by the National Park Service **before** November 1, 2022, are eligible to apply for CLG grants. **The THC reserves the right to disqualify applications from CLG communities that are not in compliance with the CLG Certification Agreement.**

In an attempt to distribute CLG grant funds to as many CLGs as possible, preference will be given to applicants that have not received or directly benefited from CLG grant funds in the past five years.

A CLG may submit more than one grant application; however, a separate application package must be submitted for each project request.

The following entities may also be eligible:

- An organization such as a non-CLG city or another unit of local government, a commercial firm, a non-profit entity or educational institution that has administrative capabilities that comply with applicable federal standards and has been delegated as a third-party to administer the grant on behalf of the CLG. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. The third party may apply for the CLG grant directly, in which case, the Historic Preservation Officer or CLG Representative and the Chief Elected Official must sign the application.

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the THC’s Statewide Preservation Plan can be found at:

<http://www.thc.texas.gov/preserve/projects-and-programs/texas-statewide-preservation-plan>. In an effort to encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories:**

- Architectural, historical, archeological surveys/inventories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending a preservation ordinance

- Development of local design guidelines
- Research and development of a local preservation incentive program

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Development of educational publications and activities, slide shows, videos, websites, etc.
- Development of publication of walking/driving tours
- **Development of architectural drawings and specifications**
- Preparation of facade studies or condition assessments
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Training expenses for individual commission members and staff

SPECIAL CONSIDERATION FOR UNDERREPRESENTED COMMUNITIES

The CLG program is committed to enhancing untold stories, and engaging and including a wider range of communities, perspectives, and voices in our state's and nation's historical narrative. To further this goal, we encourage projects from or related to communities currently underrepresented, including but not limited to Black Americans, Hispanic Americans, Asian Americans, Native Americans, Women, and LGBTQ Americans. Projects can include but are not limited to oral history projects, National Register nominations, historic resources surveys, diversity and inclusion trainings, and projects with an emphasis on cultural heritage or broader themes such as the Civil Rights movement, women's history, and immigrant history.

Projects will be considered as part of the regular CLG grant cycle. Please reach out to program staff if you have any questions about deadlines, match requirements or project type.

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61. The Professional Qualification Standards can be found here:

<https://www.nps.gov/articles/sec-standards-prof-quals.htm>

SECTION 106 REVIEW

CLG Grants are funded with federal monies, and construction projects will require a formal Section 106 review by the THC. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the CLG Grant. The CLG State Coordinator will provide additional guidance once the grants are awarded. Additional information regarding Section 106 review is available from the THC and the Advisory Council on Historic Preservation.

MATCHING FUNDS REQUIREMENT

Proposed projects are required to provide a local match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. The local match may be any combination of cash and verifiable in-kind services. Projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50-50 ratio for the total cost of the project. For example, if a CLG has a project that costs \$40,000 and applies for a \$20,000 grant, the CLG may match \$15,000 in cash, and \$5,000 in staff services. It is important to note that the grant is reimbursement based, meaning the CLG will need to spend the grant amount plus the match upfront (\$40,000), and be reimbursed for the grant amount (\$20,000) as project milestones are achieved, or at the completion of the project.

In order to maximize the limited CLG grant funds, the **THC may give preference to applications demonstrating a higher cash match.** The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also reserves the right to fund grant requests in part or in full.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in 2 CFR 200 as well as the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*.

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

APPLICATION REVIEW PROCESS

Upon the receipt of applications and supporting materials, an interdisciplinary committee of agency staff will score each application based on the criteria specified on the application form. The scoring committee will make a funding recommendation to the Texas Historical Commission at the January Quarterly Meeting to fund the maximum number of projects based on the federal funding THC receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. All applicants will be notified of the THC's decision.

If two or more applicant's scores are tied, the THC will select the applicant that has not received or directly benefitted from CLG grant funds in the past five years. If the scores are still tied, the THC will give preference to a project it can fully fund rather than partially fund.

GRANT TIMELINE AND RESPONSIBILITIES OF THE GRANTEE

August 2022	Applications for the FY2023 CLG grant period are made available.
November 14, 2022	A signed and complete application package, including all supporting materials, must be received by the THC no later than 5 p.m. on Monday, November 14, 2022 .
December 2022	Review of applications by an interdisciplinary committee of THC staff.
January/Feb 2023	Final award decisions made by the Texas Historical Commission at its Quarterly Meeting. All applicants are contacted by mail, phone, and/or email regarding the THC's decision.
February – April 2023	<p>THC sends preliminary notification to grant recipients that will include a request for a revised/amended project scope of work and budget. Once the scope of work and budget are agreed upon by the Grantee and THC, the grant contract will be sent to the Grantee for signatures. The contract should be signed by all parties before the commencement of project work. Failure to submit any or all of this documentation by the required deadlines may cause the requested grant monies to revert back to the THC.</p> <p>The project manager, fiscal manager, and anyone else who will be significantly involved with the grant-funded project shall participate in a CLG Grant Orientation coordinated by the THC. The purpose of the orientation is to review project-specific requirements, expectations for project deliverables, important deadlines and milestones, and reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.</p> <p>The recordation of a Preservation Easement will be required for all construction and certain other projects prior to the commencement of any work. Duration of the Preservation Easement will be based on award amount, see table below.</p>

<u>Award Amount:</u>	<u>Duration of Easement:</u>
Less than \$25,000	5 years
\$25,001 – \$50,000	10 years
\$50,001 – \$100,000	15 years
Greater than \$100,000	20 years

If the Grantee is not doing the actual work, it must execute a contract with a subcontractor. All **subcontracted services and products** must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR Part 200.317- 200.326. THC will review and approve all RFPs and contracts between the Grantee and subcontractor.

Work conducted, or costs incurred, prior to the execution of the contract may not be eligible for reimbursement.

April 2023 – Sept 2025 THC staff routinely review projects to monitor progress and provide assistance. Each Grantee is required to provide the THC with **status reports** on each project funded, as requested.

The Grantee shall submit **drafts of project deliverables**, as available.

September 30, 2025 Deadline for the completion of all work eligible for reimbursement. **Any work done after September 30, 2025, will not be eligible for reimbursement.**

October 31, 2025 **All final work products are due.** All deliverables must be reviewed and approved by the THC and accompanied by a Completion Report before the project is considered complete.

All final reimbursement requests are due. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50-50 ratio of the total project cost shall be reimbursed to the CLG.

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

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.

SUMMARY

The City of Socorro applied for and received \$204,000 in grant funding from the USDOJ COPS Community Policing Development (CPD) Crisis Intervention Teams Solicitation for the implementation of a Crisis Intervention Team (CIT) to deploy qualified mental health professionals to calls for service involving individuals experiencing a mental health crisis in Socorro, Texas. This MOU is required in order to implement the Clinician-Officer Remote Evaluation (“CORE”) initiative. **There is no financial obligation or exchange of funds implied through this MOU.**

STATEMENT OF THE ISSUE

The City of Socorro was awarded \$204,000 in grant funding by the USDOJ COPS Office for the implementation of a first-ever Crisis Intervention Team in Socorro, Texas. The Crisis Intervention Team is made up of two (2) full-time mental health clinicians provided by EHN partnered with Socorro Police Department officers and deployed to incidents involving people undergoing a mental health crisis.

El Paso MHMR d/b/a Emergence Health Network (“EHN”) is the designated Local Mental Health Authority in El Paso County, Emergence Health Network (EHN) and has been a great partner in establishing the first-ever CIT unit serving the mental health needs of Socorro community members.

This MOU is required in order to implement the Clinician-Officer Remote Evaluation (“CORE”) Program, which involves the use of HIPAA-approved technology platforms to CIT units on the field for the purpose of conducting assessments in the event of a low acuity mental health encounter. The CORE Program makes qualified clinicians and specialists available remotely via tablets/iPads to CIT units on the field.

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 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.

STAFF RECOMMENDATION

APPROVE – City Council will 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.

REQUIRED AUTHORIZATION

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

**CLINICIAN-OFFICER REMOTE EVALUATION (“CORE”) PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK
AND**

This Memorandum of Understanding (“MOU”) is made on November 1, 2022 by and between EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK (“EHN”), a Community Center and local governmental entity under Chapter 534 of the Texas Health and Safety Code, located at 201 E. Main, Suite 600, El Paso, TX 79901, and Socorro Police Department, a law enforcement department or agency, with headquarters located at 339 N. Moon, Socorro, TX 79927 for the purpose of partnering for the Clinician-Officer Remote Evaluation (“CORE”) Program..

I. PURPOSE

This MOU is entered into between the parties for the purpose of working collaboratively to:

- A. Assist Department officers in the field with effectively responding to mental health crisis calls by securely connecting the officers with an EHN mental health professional (“MHP”) via a tablet/iPad using a HIPAA-approved technology platform;
- B. Reduce the risk of incarceration or unnecessary hospitalization for individuals in crisis;
- C. Enhance public safety; and
- D. Provide systemic benefits, including improving the impact of field triage, crisis intervention, mental health assessment, and disposition recommendation.

II. RESPONSIBILITIES OF EHN

- A. EHN agrees to coordinate with the Department, as needed, to accomplish the purposes of the CORE Program.
- B. EHN further agrees to make an EHN MHP remotely available, via a tablet/iPad using a HIPAA-approved technology platform, to Department officers in the field, for the purpose of conducting an assessment in the event of a low acuity mental health encounter.
- C. Upon request by a Department officer, the EHN MHP will complete a brief video mental health assessment of the individual in crisis, and provide mental health intervention information to the officer.

III. RESPONSIBILITIES OF DEPARTMENT

- A. Department agrees to coordinate with EHN and EHN MHPs, as needed, to accomplish the purposes of the CORE Program.
- B. Department further agrees to complete and return to EHN the CORE Program Property Checkout Form, prior to taking possession of any CORE Program equipment.
- C. Department further agrees to abide by the terms and conditions provided on the CORE Program Property Checkout Form, herein incorporated into this MOU by reference.

IV. TERM AND TERMINATION

- A. **Effective Date.** This MOU shall become effective on the date of execution of the last signatory to the MOU and shall remain valid until a written notice of termination is given by either party.
- B. **Termination.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement.
- C. **Effect of Termination.** Except as otherwise provided herein, all duties obligations or undertakings as are set forth of the Department and EHN shall cease upon termination of this MOU; provided, however, that all CORE Program equipment distributed to the Department and/or its officers will be returned to EHN within 7 days after termination of the MOU.

V. MISCELLANEOUS

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

To City of Socorro:

Socorro Police Chief
Socorro Police Department
339 N. Moon
Socorro, TX 79927

To EHN:

Chief Executive Officer
Emergence Health Network
P.O. Box 9997
El Paso TX 79995-2997

With a copy to:

Legal Counsel
Emergence Health Network
P.O. Box 9997
El Paso TX 79995-2997

- B. **Tort Liability Limit.** EHN is a political subdivision of the State of Texas. As such, it is governed by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code. The parties

acknowledge and agree that EHN is limited to money damages in a maximum amount of one hundred thousand dollars (\$100,000.00) for each person and three hundred thousand dollars (\$300,000.00) for each single occurrence for bodily injury or death.

- C. **Insurance.** Department hereby agrees to maintain liability insurance the limits of which shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) for each incident and THREE MILLION DOLLARS (\$3,000,000.00) aggregate.
- D. **Public Information Act.** EHN is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that EHN shall only be obligated to perform its duties under this section and this Agreement in compliance with the Texas Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Texas Public Information Act, EHN shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Texas Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that EHN may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that EHN, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that EHN, its officers and employees shall have no liability to Department for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require EHN or Department to violate the terms of the Texas Public Information Act.
- E. **Dispute Resolution.** Any proposed alternative dispute resolution process can only be entered into upon the mutual agreement of both parties.
- F. **Partial Invalidity.** If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the parties.
- G. **Signature Authority.** All signatories to this Agreement warrant their authority to execute this document.
- H. **Entire Agreement.** This Agreement constitutes and expresses the entire Agreement between the parties regarding the subject matter addressed and shall not be amended or modified except by written instrument signed by all parties.
- I. **Choice of Law and Venue; Statue of Limitations.** For the purpose of determining the place of agreement and the law governing same, this Agreement, including this Addendum, is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern in determining any evidentiary privileges claimed by the parties. Venue for all causes of action arising from or in connection with this Agreement, including this Addendum, shall be in El Paso County, Texas. The parties agree that the statute of

limitations as prescribed under Texas law, including but not limited to Texas Civil Practice and Remedies Code chapter 16 (herein, the “Statute of Limitations”), shall govern. Any language prescribing a period less than the Statute of Limitations shall be of no effect.

- J. **No Assignment.** Neither party shall have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other party. Such consent shall not be unreasonably withheld.
- K. **Force Majeure.** Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.
- L. **Successors and Assigns.** The terms and provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law or as otherwise herein expressly provided, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.
- M. **No Waiver.** Except as otherwise provided, no term or condition of this Agreement shall be waived except by written waiver of the waiving party. The forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party, and until complete performance by the other party of such term or condition, the forbearing party shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a party of any breach of any term or condition of this Agreement shall apply to and be limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
- N. **Indemnification by Department.** EHN SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY DEPARTMENT FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING DEPARTMENT, OR PROPERTY, ARISING OUT OF, OR OCCASIONED, BY THE PERFORMANCE OF DEPARTMENT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL, OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY DEPARTMENT TO INDEMNIFY AND PROTECT EHN FROM THE CONSEQUENCES OF DEPARTMENT’S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH

INJURY, DEATH, OR DAMAGE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DEPARTMENT SHALL NOT DEFEND, INDEMNIFY OR HOLD EHN HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF, OR OCCASIONED, BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EHN.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands.

EL PASO MHMR D/B/A
EMERGENCE HEALTH NETWORK

Kristen Daugherty, LISW, LCSW, MBA
Chief Executive Officer

Date: _____

SOCORRO POLICE DEPARTMENT

David Burton
Police Chief

Date: _____

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

November 10, 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 RC02 – reduce GL 05521 by \$10,764.00 and increase GL 05516 Dues/Subscriptions by \$10,764.00. There is no increase or decrease in the total project budget for this project.

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: 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 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: COVID-19 Public Health Fund
Project ID: RC02

ARPA Expenditure Categories (EC):
EC 1.7 - Other COVID-19 Public Health Expenses

Administering Department: Recreation Centers Department
Project Director: Victor Reta

Date Approved by City Council: _____

Federal Expenditure Categories (SF-424A)	GL Code	GL Title	FY 2021-2022	FY 2022-2023	FY 2023-2024
a. Personnel					
Enter funds required for compensation of personnel :	05101	Salaries	0.00	0.00	0.00
	05103	Overtime	0.00	0.00	0.00
			\$ -	\$ -	\$ -
b. Fringe Benefits					
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
			\$ -	\$ -	\$ -
c. Travel					
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
			\$ -	\$ -	\$ -
d. Equipment					
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
			\$ -	\$ -	\$ -
e. Supplies					
Under \$5,000	05201	Office Expense and Supplies	0.00	0.00	0.00
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	10764.00	0.00
	05527	Seminars/Training/Workshops	0.00	0.00	0.00
	05521	Support Activities	50000.00	39236.00	50000.00
	05523	Equipment Rental/Lease	0.00	0.00	0.00
			\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
f. Contractual					
Enter funds required for contractual costs from the selected program :	05411	Legal Fees	0.00	0.00	0.00
	05520	Service Contracts	50000.00	50000.00	50000.00
			\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
g. Construction					
Enter funds required for construction or major renovation for the selected program. Construction and major renovation means			0.00	0.00	0.00
			0.00	0.00	0.00

<u>Subtotals</u>	<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>
<u>PROJECT TOTAL</u>			<u>\$ 300,000.00</u>

Budget Narrative:

\$139,236.00 for purchase of COVID-19 PPE (05521), \$10,764.00 for purchase of Envoy visitor tracking software annual subscription for three (3) public facilities (05516), \$150,000 for procurement of COVID-19 contract sanitation services (05520).

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

November 10, 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 and bicyclists visiting our Historic Mission Trail.

SUMMARY

City Council will approve the submittal of a letter to TxDOT requesting pedestrian and bicyclist 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 and bicycling 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 and bicyclists 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 and bicyclists visiting our Historic Mission Trail.

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro – Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

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 and bicyclists 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 and bicyclists 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 and bicyclists 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 / 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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT:

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.

SUMMARY

City Council will approve a Subrecipient Agreement with EPCCED, affiliate of Project Vida, Inc., for the delivery of small business recovery grants to eligible small businesses in Socorro, Texas.

STATEMENT OF THE ISSUE

The City of Socorro issued RFP 22-11 in September 2022. Two viable proposals were received by the deadline, reviewed, and scored by a scoring committee. On November 3rd, 2022, City Council awarded RFP 22-11 to El Paso Collaborative for Economic Development (EPCCED), a local Community Development Financial Institution (CFDI), and affiliate of Project Vida Inc.

City Council approval is required to approve the Subrecipient Agreement with EPCCED included in the backup. The Subrecipient Agreement details all contract terms, as well as federal requirements as part of the American Rescue Plan Act ("ARPA"), Coronavirus State and Local Fiscal Recovery Funding administered by the United States Department of Treasury ("Granting Agency") for the Pandemic Relief Fund program ("Program Funds").

Among other responsibilities, EPCCED will administer \$250,000 in small business recovery grants to eligible small businesses in Socorro, Texas per the guidelines attached.

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 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.

STAFF RECOMMENDATION

Approve – The City **WILL** 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.

REQUIRED AUTHORIZATION

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

FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT

The following information is provided pursuant to [2 C.F.R. §200.331\(a\)\(1\)](#):

Name of sub-recipient:	El Paso Collaborative for Community & Economic Development
SAM Organization Identifier:	
Unique Identification Number:	
Federal Award Identification Number:	
Federal Award Date: (first payment/tranche received)	August 20, 2021
Subaward Period of Performance Start Date:	
Subaward Period of Performance End Date:	December 31, 2024
Total Amount Obligated by this Action:	
Total Federal Obligation by City of Socorro to Sub-recipient: (including this obligation)	
Total Federal Award Commitments by City of Socorro to Sub-recipient:	
Award is R&D:	NO

Program Description:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide 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. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,

- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency:	<u>U.S. Department of Treasury</u>
Pass-through entity:	<u>City of Socorro, TX</u>
CFDA number: 21.027	<u>21.027</u>
CFDA name:	<u>Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)</u>
R&D designation:	<u>Non-R&D</u>
Federal awarding agency:	<u>U.S. Department of Treasury</u>

Should you have any question about this sub-award, please contact: Adriana Rodarte, City Manager, at 915-858-2915

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from City of Socorro. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to City of Socorro Administration.

SUBRECIPIENT AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Subrecipient Agreement ("Agreement") is made on November [REDACTED], 2022, ("Effective Date") and is between the City of Socorro, Texas, a municipal corporation under the laws of the State of Texas (the "City"), and El Paso Collaborative for Community and Economic Development (EPCCED), with its affiliate, Project Vida Inc. a non-profit organization organized under the laws of the State of Texas ("Subrecipient").

WHEREAS, the City received funds from the American Rescue Plan Act ("ARPA"), Coronavirus State and Local Fiscal Recovery Funding administered by the United States Department of Treasury ("Granting Agency") for the Pandemic Relief Fund program ("Program Funds"); and

WHEREAS this Agreement is consistent with American Rescue Plan Act rules and guidelines to respond to the public health emergency or its negative economic impacts, and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on the Effective Date of this Agreement, and ends on December 30, 2024; and

WHEREAS, the City finds that the funds distributed under the Program Policy of this Agreement are necessary expenditures in the reasonable judgment of the City Council of the City of Socorro; and

WHEREAS, the funds distributed under this Agreement shall be used for expenditures that were made in the City of Socorro and/or its extraterritorial jurisdictions; and

WHEREAS, the provisions in this Agreement ensure that the Program Policy is provided for its intended use of addressing the public health emergency or its negative economic impacts; and

WHEREAS, the assistance provided under the Program Policy is structured in such a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the Subrecipient mutually agree as follows:

- 1. Funding Amount.** Provided the Subrecipient complies with all obligations under this Agreement, the City will provide Program Funds to the Subrecipient in an amount up to **\$250,000** ("Sub-grant Amount") on a reimbursement basis. The subrecipient must use this financial assistance for expenses eligible under the federal award, specifically the Coronavirus State and Local Fiscal Recovery Fund to mitigate the negative economic impacts of COVID-19 during the term. Notwithstanding anything to the contrary, the Subrecipient may only receive Sub-grant Amount disbursements for expenses considered to be "Allowable Expenses". For purposes of this Agreement, the term "Allowable Expenses" means any expenses eligible for reimbursement under the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program [Final Rule, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) ("Uniform Guidance" or 2 CRF Part 200), the Program Funding Requirements and/or

Granting Agency Requirements. Applicant acknowledges and agrees that Allowable Expenses may change over time in accordance with Granting Agency clarifications and regulations. The Subrecipient should verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The Subrecipient acknowledges and agrees that the payment by the City of any Sub-grant Amount is contingent on the City receiving funds from the Granting Agency. Subrecipient understands that nothing in this Agreement obligates the City to provide the Subrecipient any funds under this Agreement if the City does not receive funds from the Granting Agency.

The Subrecipient, EPCCED, will be paid an administrative fee of \$25,000 (or 10% of sub-grant amount) in connection with the Program Policy attached hereto. The Administrative fees will be disbursed at the end of the project.

Prior to the City being obligated to issue any Sub-grant Amount disbursements, the Subrecipient must submit an invoice and proof of incurred expenses or provide a current federal designated administrative fee agreement. The City may withhold Sub-grant Amount disbursements from the Subrecipient if the City reasonably believes that the Subrecipient (1) has not complied with all obligations under this Agreement, the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program [Final Rule, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) ("Uniform Guidance" or 2 CFR Part 200), the Program Funding Requirements and/or Granting Agency Requirements, (2) the Subrecipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, and/or (6) the proof of expenses provided by the Subrecipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Subrecipient acknowledges and agrees that the City will not make a reimbursement to the Subrecipient for expenses that are or will be reimbursed by another funding source, including but not limited to another federal, state, or local government agency.

The Subrecipient, EPCCED, will be provided funding for direct assistance for grant awards from the Effective Date through the end of this agreement on a quarterly basis in connection with Attachment "C" Subrecipient Scope of Work, Attachment "D" Subrecipient Project Budget, and Attachment "E" Subrecipient Reporting Requirements. Funding will be disbursed on a reimbursement basis within thirty (30) days after the receipt by the City of a reimbursement request and reporting requirements according to the reporting schedule included in Attachment "E".

2. **Program Policy.** Subrecipient will comply with all the requirements of City's Small Business Economic Recovery Grant Policy described in Attachment "A" of this Agreement (the "Program Policy"). Notwithstanding anything to the contrary, the Subrecipient will be responsible for repaying the City any funds that the Subrecipient expends in violation of any provisions under this Agreement, including the OMB Requirements the Program Funding Requirements, and the Granting Agency Requirements. The Subrecipient will not be liable for the repayment of funds if the Program Policy is found by the Granting Agency to be ineligible, provided that the Subrecipient will immediately cease any activities under the Program Policy upon Notice by the City, notice by the Granting Agency, or knowledge by the Subrecipient that the Program Policy has been disallowed. The Subrecipient will be liable for repaying any funds expended by the Subrecipient following Notice by the City, notice by the Granting Agency, or knowledge by the Subrecipient that the Program Policy has been disallowed. Subrecipient will be responsible for

paying back to the City any funds that were disbursed or expended in violation of this Agreement, the SLFRF [Final Rule](#), the Uniform Guidance, the Program Funding Requirements, and/or Granting Agency Requirements. Subrecipient is not responsible for repaying funds if such funds were distributed under this agreement, provided, however, that the Subrecipient will stop any fund disbursements or fund expenditures that the City informs Subrecipient by Notice are not allowable under guidance from the Granting Agency. Regardless of whether a disbursement or expenditure is allowed under the Program Policy, Subrecipient will be responsible for repaying any funds that were disbursed or expended following Notice from the City that such disbursements or expenditures are not allowable under guidance from the Granting Agency.

The subrecipient must offer training workshops or seminars directly or indirectly (by referral) that satisfies the City's policy. Subrecipient must ensure that any eligible applicant is offered and completes the required training before receiving funds.

Sub-recipient agrees to be physically present within the city limits of the City of Socorro a minimum of once a week for business counseling, workshops, training, or meetings in coordination with the City of Socorro.

3. **Term.** Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates on December 31, 2024.
4. **Budget.** This contract has an **administrative fee of \$25,000 (or 10% of sub-grant amount)** to be paid at the completion of the program or upon depletion of funds, whichever comes first.
5. **Insurance.** The Subrecipient will comply with all of the following insurance requirements for the full term of this Agreement, any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
 - a. **Commercial Liability Insurance.** The Subrecipient will procure Commercial Liability Insurance in the minimum amounts of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 for property damage. The Subrecipient will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Subrecipient is performing services near any railroad or streetcar track, then the Subrecipient will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
 - b. **Workers Compensation Insurance.** If required by law, the Subrecipient will procure workers compensation insurance as required by law.
 - c. **Automobile Liability Insurance.** The Subrecipient will procure automobile liability insurance in the minimum amounts of one million dollars for bodily injury per occurrence and one million dollars for property damage per occurrence.
 - d. With the exception of the workers compensation insurance, the Subrecipient will add the City as an additional insured to all insurance policies required under this Agreement.
 - e. The Subrecipient will procure all insurances with an endorsement that requires a Notice to the additional insured before any changes or cancellations in coverage.
 - f. The Subrecipient will obtain prior approval from the City for any deductibles.
 - g. The Subrecipient will procure all insurance from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have

financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy at the City's sole discretion.

- h. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents, or employees.
- i. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- j. Prior to starting any activities under this Agreement, the Subrecipient will provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the Subrecipient to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the Subrecipient will provide the City a complete copy of all insurance policies required under this Agreement.

6. Indemnification. TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE SUB-RECIPIENTS AND/OR THE SUB RECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.

7. Release. To the extent allowed by law, the Subrecipient releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Subrecipient while performing any activities related to this Agreement.

8. Termination.

- a. Non-Appropriation of Funds by the City. If the City fails to appropriate sufficient funds to carry out the obligations of the City under this Agreement, then the City may terminate this Agreement upon 30 calendar day Notice to the Subrecipient.
- b. Cancellation of Funds by Granting Agency. If the Granting Agency cancels Program Funds or fails to provide the City with Program Funds, then the City may terminate this Agreement immediately with the following Notice to the Subrecipient.
- c. For Cause. Either party may terminate this Agreement for cause following a 30-calendar day opportunity to cure. For purposes of this Agreement "for cause" means a failure of a party to perform any obligations under this Agreement or breach of any representations and warranties made under this Agreement. If the City terminates this Agreement for cause, then the Subrecipient will pay back to the City any and all funds that the Subrecipient has disbursed to any grant recipient in violation of any term of this Agreement, the SLFRF [Final Rule](#), the Uniform Guidance, the Program Funding Requirements, or the Granting Requirements, and any funds Subrecipient has accepted from the City and not yet disbursed to any grant recipient. Subrecipient will pay back to the City **administrative fees at a rate of 10%** for any grant funds returned to the City in accordance with this sub-paragraph c.
- d. The Subrecipient may terminate this Agreement by sending a Notice to the City setting forth the reasons for such termination. the effective date. and, in the case of partial

termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the Sub-grant Amount will not accomplish the purposes for which the federal award was made, the City may terminate the unexpended Sub-Grant Amount in its entirety.

- e. Closeout. Regardless of this Agreement's reason or method of termination, the Subrecipient will remain responsible for complying with all closeout procedures required under SLFRF [Final Rule](#), the Uniform Guidance, and the Program Funding Requirements.
- f. Termination for convenience. In accordance with 2 CTR Part 200--Appendix II, the City may terminate this Agreement for any reason, 15 calendar days prior to written Notice to the Subrecipient. The Subrecipient will cease all services upon receipt of notice of termination under this provision. Upon such termination, the Subrecipient will submit a final statement of Allowable Expenses incurred up to the date of termination along with proof of such expenses. Subrecipient will be entitled to any Allowable Expenses incurred up to the date of termination provided that the Subrecipient submittal proof and documents required under this Agreement and the Subrecipient are in compliance with all requirements under this Agreement.

9. Audit and Inspections. Subrecipient will keep all records related to this Agreement for a period of five years after all funds have been expended or returned to the Granting Agency. Until termination of this Agreement, Subrecipient will allow the City, the Granting Agency, the federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within three calendar days from the request to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The Subrecipient will comply with any additional audit requirements listed on the Program Policy.

10. Liability for Funds. The Subrecipient will repay to the City any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the SLFRF [Final Rule](#), the Uniform Guidance, the Program Funding Requirements, or the Granting Agency Requirements.

11. Compliance with Federal Regulations. The Subrecipient will comply with all Uniform Administrative Requirements (2 CFR Part 200) and the Coronavirus State and Local Fiscal Recovery Funds Final Rule. Cost Principles and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes ("OMB Requirements"). The Subrecipient understands that **Attachments "F" and "G"** are only a portion of federal requirements applicable to this subaward and that the Subrecipient must refer to the SLFRF [Final Rule](#) and Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subrecipient understands that the City must also comply with all requirements and the City depends on the Subrecipient's cooperation in order to comply with such federal requirements. As such, the Subrecipient will perform obligations that are necessary to ensure that the City complies with the SLFRF [Final Rule](#) and Uniform Guidance requirements.

- a. In addition, the Subrecipient will comply with all Program Fund requirements listed under the Coronavirus State and Local Fiscal Recovery Funds [Final Rule](#) ("Program Funding Requirements"). In addition, the Subrecipient will perform any obligations that are necessary to ensure that the City complies with Program Funding Requirements.

- b. The Subrecipient will also comply with all requirements in the Attachments. Subrecipient understands that the Granting Agency updates often the Granting Agency Requirements and issues new requirements pertaining to the Program Funding. All updates to the Granting Agency Requirements made by the Granting Agency become part of this Agreement as of the date of the update. All new requirements and guidance issued by the Granting Agency pertaining to the Program Funding will also become part of the Attachments and this Agreement as of the date of the new publication.

12. Monitoring. The Subrecipient will allow the City reasonable access to inspect the Subrecipient's Offices and facilities subject to this Agreement to ensure compliance with local, state, and federal requirements. The City will provide the Subrecipient reasonable notice prior to a visit. Following a visit, the City may provide the Subrecipient with a report regarding the findings of the visit. If the City provides the Subrecipient with a report, then the Subrecipient will correct any findings and provide a written response to the City addressing the City's findings. The City, the United States Department of Treasury or their designees shall have a right to access monitor, or request copying, mailing, or electronic transmission of the Subrecipient's records. Monitoring reports will include a written report to Subrecipient documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City within seven (7) days from the Subrecipient's receipt of the monitoring report or audit review letter. Failure of the Subrecipient to take all actions necessary to resolve and close monitoring or audit findings within thirty (30) days of the monitoring report or audit review letter shall be considered a breach of this Contract. The City may grant additional time beyond the original due date provided by compliance staff to comply with the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the City may judge to be extenuating circumstances.

13. Post Closeout. As required under the federal requirements, the closeout of a Federal award does not affect any of the following:

- a. The right of the Granting Agency or the City to disallow costs and recover from the Subrecipient funds based on a later audit or another review. To the extent allowed by the OMB requirements and the Program Funding Requirements, the Subrecipient will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

14. Reversion of Assets. The Subrecipient will transfer to the City any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.

15. Representations and Warranties. The Subrecipient represents and warrants that all information submitted to the City, is true and correct. Further, the Subrecipient represents and warrants that the Subrecipient is in good legal standing with the laws of the Subrecipient's state of incorporation, the Subrecipient is legally authorized to perform business in Texas, and the person's signing the Agreement on behalf of the Subrecipient is authorized to sign this Agreement. If Subrecipient is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk shall be submitted to the City prior to the execution of this agreement. The Subrecipient represents that the Subrecipient has not had any allegations or cases made against the Subrecipient related to fraud or bribery including at a criminal civil or administrative level. The City represents and warrants that the funds to be made available under this Agreement are to be distributed to Subrecipient as part of a project that addresses the COVID-19 public health emergency or its negative economic impacts. The Subrecipient also represents and warrants that any requests for reimbursement submitted by the

Subrecipient to the City under this Agreement will be for (i) eligible expenses under local, state, and federal program requirements, and (ii) expenses that have been incurred during the period that begins on the Effective Date, and ends on December 30, 2024.

16. Subrecipient Requirements. The attachments listed in this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subrecipient will comply with the requirements of all of the attachments incorporated into this Agreement. If there are any conflicts between any attachment and this Agreement, then the most stringent requirement governs.

- a. Attachment "A" – ARPA Project Details
- b. Attachment "B" – Program Policy
- c. Attachment "C" – Subrecipient Scope of Work
- d. Attachment "D" – Subrecipient Project Budget
- e. Attachment "E" – Subrecipient Reporting Requirements
- f. Attachment "F" – Subrecipient requirements under ARPA
- g. Attachment "G" - 2 CFR Part 200 Contract Provisions

17. Copyrights, Licenses, and Patents. If this Contract results in copyrightable material, the City's approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, to protect the public interest. Nothing in this Section relines the contractor from complying with the OMB Requirements regarding intellectual property.

18. General Provisions.

- a. Subcontracting. Unless allowed under the Program Policy, the Subrecipient may not subcontract any activities under this Agreement without the prior written consent of the City.
- b. Definitions/Recitals. A defined term under this Agreement appears in boldface print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- c. Discrimination Prohibited. Subrecipient shall comply with all laws prohibiting discrimination as further specified in the Program Policy and the applicable local, state, and federal requirements. Subrecipient must file the assurance required under the City of Socorro's existing ordinances, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Agreement. Subrecipient covenants that during the term of this Agreement, the Subrecipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.
- d. Compliance with Laws. Subrecipient will comply with all applicable laws while performing activities under this Agreement. Subrecipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this

Agreement, if applicable. Subrecipient's Composition. Subrecipient shall notify the City in writing within thirty (30) calendar days in the event of any change in Subrecipient's ownership, organization, control and management, and non-profit tax status. Subrecipient shall, at least annually, submit to the City a list of its current members and board of directors with their appropriate titles. The City reserves the right to terminate this Agreement if the composition of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.

- e. Independent Contractor Relationship. The Subrecipient and City of Socorro are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Subrecipient nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- f. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subrecipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- g. Successors and Assigns. This Agreement is binding on the City and the Subrecipient, and the Subrecipient's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- h. Venue. This Agreement is entered in the City of Socorro and the County of El Paso, Texas. The venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- i. Governing Law. This Agreement is governed by Texas law.
- j. Captions. The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- k. Severability. Should any section, paragraph, or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- l. Notice. The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received on the date of delivery in person or the date of receipt of certified mail.

To the City:

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

Subrecipient:

EPCCED Inc.
Attn: Paloma Medina, Director of Economic Development
3607 Rivera Ave.
El Paso, TX 79905

Either party may change the address above by sending a Notice to the other party.

- m. No Third-Party Beneficiaries. This Agreement is entered for the benefit of the City and the Subrecipient only. No third party has any rights to enforce any obligations or rights under this Agreement.

- n. **Privileges and Immunities/Governmental Function.** All privileges and immunities from liability, exemptions from laws, ordinances, and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of Socorro when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

19. Entire Agreement/Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services in this Agreement

20. Time of the Essence. Time is of the essence with respect to the rights and obligations of the parties as described herein.

[Signatures begin on the following page]

APPROVED _____ of _____, 2022.

CITY OF SOCORRO

Ivy Avalos
Mayor

ATTEST:

Olivia Navarro
City of Socorro Clerk

APPROVED AS TO FORM:

[Signature page for the Subrecipient]

APPROVED _____ of _____, 2022.

EPCCED INC., a non-profit organization

By: _____
William Schlesinger, President and CEO

ATTACHMENT "A"
Project Details

SMALL BUSINESS RECOVERY GRANT PROGRAM

Overview (Need and Response) of Eligible Activities

Scope

This fund is intended to support small businesses within the City of Socorro, to address the negative economic impacts of the COVID-19 pandemic through the provision of technical assistance and grants to small businesses in Socorro, Texas. The program has dedicated \$250,000 to small business recovery grants and funds that will be issued before December 31, 2024. Grants awarded for this program are up to \$30,000 a business.

Project Description

The Small Business Recovery Program's goal is to address the negative economic impacts of the COVID-19 pandemic by providing technical assistance and grants to small businesses in Socorro, Texas. Subrecipient will determine eligibility for federal assistance provided in the form of technical assistance and grants to small businesses in Socorro, Texas who were negatively impacted by the COVID-19 pandemic. Subrecipient will follow SBRG policy to ensure eligibility guidelines and program purpose are followed. Subrecipient will conduct needs assessments, training and workshops to small businesses prior to administering grants to small businesses.

Eligible Activities

A. Expenditure Category

- a. 2.29 - Loans or Grants to Mitigate Financial Hardship^
^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities

B. Backup Project Eligible Use Justification

- a. [31 CFR 35.6\(b\)\(3\)\(ii\)\(B\)](#)
(B) Assistance to small businesses, including:
 - (1) Programs, services, or capital expenditures that respond to the negative economic impacts of the COVID-19 public health emergency, including loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, or providing technical assistance; and

ATTACHMENT "B"
Program Policy

SMALL BUSINESS RECOVERY GRANT POLICY

SECTION I. PURPOSE

This policy aims to define this economic recovery assistance program and establish the standards for implementation either internally or in coordination through a third-party vendor. Socorro-based small businesses that exist or new small businesses may be considered to rebuild and grow their businesses. The City of Socorro (COS) will use the American Rescue Plan Act (ARPA), Coronavirus State, and Local Fiscal Recovery Funds (SLRF) funds to help cover the cost of this economic recovery pilot program. This program is based on available funding in the initial amount of \$250,000 and is offered on a one-time basis to qualifying small businesses for eligible projects to be undertaken in the calendar year 2022. COS is under no obligation to approve any requested assistance and the right to receive assistance through this program is neither intended nor implied. COS reserves the right to grant recovery grants on a case-by-case basis by the Grants & Special Projects Department, Economic Recovery Office, or by an authorized third party upon review and approval. COS reserves the right to adjust the policy requirements at any time.

SECTION II. DEFINITIONS

- Applicant – The owner(s) of a business that submits a formal application requesting assistance under the City of Socorro's Small Business Economic Recovery Grant.
- Small Business – A small business under this policy is a business that has 20 or few employees and is located within the city limits of Socorro.
- Third-party administrator – A firm or agency that has a sub-recipient agreement with COS to manage the small business economic recovery grant. A third-party administrator is also known as the sub-recipient in a request for proposals solicitation.
- Subrecipient – The selected sub awardee in the administration of funds or services to be provided on behalf of COS.

SECTION III. ELIGIBILITY

This small business economic recovery grant will assist small businesses that have less than 20 employees and are located and in operation within the city limits of the City of Socorro. Small businesses must use the funds for capital or operational expenses based on the use of funds.

EVALUATION CRITERIA & USE OF FUNDS

Subrecipient will administer the program to fund small businesses based on evaluation criteria as set out here. Subrecipient will consider projects that have addressed the severity of the negative economic impact of COVID-19. Small businesses must explain the purpose to ensure it is allowed use funds. There are two tiers of funding that applicants may be funded through. The subrecipient would review to determine the amount and percent of funding, as provided in the tables below:

TIER I FUNDING

Use of Funds	Grant Amount	Percent of Total Project Cost
Business Expansion* - i.e., purchasing new office furniture, equipment, or gear, expanding the size of an existing or new building, or remodeling a facility	\$2K - \$5K	100%
Marketing -i.e., tradeshow costs, digital and printed media promotion ads	\$1K - \$5K	100%
Operational - i.e., payroll for new staff, purchase of inventory	\$1K - \$5K	100%

TIER II FUNDING – MATCH BASED

Use of Funds	Grant Amount	Percent of Total project Cost
Business Expansion* -i.e., installing new equipment, office furniture or gear, expanding or remodeling a building.	+\$5K - \$15K	90 (10% match)
	+\$15K - \$30K	80 (20% match)

APPLICANT ELIGIBILITY

The applicant must have 20 or fewer employees and cannot have earned more than \$2 million in gross receipts in any of the past 3 fiscal years (if it was in business). The applicant's business must be in Socorro, TX.

- Eligible Business Types:
 - Arts & Entertainment businesses (i.e., theater, arcade, music venues, etc.)
 - Construction-related business (i.e., cement, flooring, roofing, etc.) located in a properly zoned site
 - Restaurants and taverns (i.e., Bar & grill, cafes, food trucks)
 - Hotels (i.e., Bed & Breakfast Inn)
 - Home-based businesses that are looking to transition to a physical locality within the city limits of the City of Socorro
 - Medical (i.e., doctor's office & laboratory facility, veterinary)
 - Manufacturing business
 - Retail businesses, but does not include discount stores and used appliance stores
 - Veterinary Services
 - Warehousing located in a properly zoned site
- Businesses Not Eligible:
 - Adult businesses
 - Automotive sale, service, or storage
 - Junkyard facilities
 - Metal recycling facilities
 - Pawnshops
 - Payday loan and predatory lending businesses
 - Discount retailers / "dollar stores"

- Used appliance resellers
- Multi-family “for sale” housing/mixed-use projects
- A home-based business that is NOT looking to transition to a physical locality within the city limits of the City of Socorro
- Used tire sale, service, or storage

APPLICANT TRAINING REQUIREMENTS

Applicant must register and complete specific business skills that address any of the areas mentioned below offered through various educational venues such as EPCC, UTEP, SBA, or a local non-profit agency that provides small or micro business workshops:

- Planning a Business (i.e., financial options, legal requirements, business accounting, business planning, etc.),
- Launching a Business (i.e., Marketing, sales, social media marketing, etc.)
- Managing a Business (i.e., employee recruitment, understanding the customer, etc.), or
- Growing your Business (employee training, export marketing, etc.),

Funded applicants must complete a minimum of ten (10) hours in a business workshop(s) or webinar(s) using a scale as follows:

- 12 hours of training = Applicants with less than one (1) year in business
- 8 hours of training = Applicants with more than one (1) year but less than two (2) years in business
- 4 hours of training = Applicants with more than two years in business

Workshops must be provided online or face-to-face and must be a minimum of 2 hours in duration. A certificate for each workshop must be provided to count towards the training requirement. The third-party administrator or COS will determine the minimum amount of training hours based on a needs assessment to be kept on file, using the above scale as a guide.

SECTION IV. ECONOMIC RECOVERY GRANT PROCESS

COS may internally administer or source out the economic recovery assistance grants to a third-party administrator. Either way, the following documents will be required of all applicants.

- Application form – COS will authorize an application form to be used by all applicants to determine eligibility and the amount of grant requested. The following documents (a copy will suffice) must be submitted to support the application:
- Articles of Incorporation, or Assumed Name Certificate - to verify the existence of business in Texas
- Warranty Deed or Lease agreement – to verify ownership or lease of property
- Business registration in the City of Socorro
- If a new business, a bank statement showing it has opened a bank account in the name of the business (with a minimum balance of \$500) for the most current month, or a letter of credit from a financial institution.
- Any other documentation that may be required for federal compliance.

Application assistance – Interested applicants will be required to apply with EPCC

ATTACHMENT "C"
Subrecipient Scope of Work
SMALL BUSINESS RECOVERY GRANT PROGRAM

Purpose

This fund is intended to support small businesses within the City of Socorro, to address the negative economic impacts of the COVID-19 pandemic through the provision of technical assistance and grants to small businesses in Socorro, Texas. The program has dedicated \$250,000 to small business recovery grants and funds that will be issued before December 31, 2024. Grants awarded for this program are up to \$30,000 a business. Small businesses must use funds for capital or operational expenses based on the use of funds.

Business Qualifications:

The fund is on a first come first served basis. All applications will be reviewed based on verified business information and per the Program's Policy (See Attachment B). Small businesses must explain the purpose in detail to ensure that it will be allowed use. Small businesses and entrepreneurs must meet the following guidelines:

- Annual revenues of not more than \$ 2 million from all business activities. If a new business, funds of no less than \$500 must be in the business account or a letter from a financial institution that applicant is in good standing;
- Limited to businesses located and that will remain located in the City of Socorro;
- If an existing business demonstrates a negative impact through:
 - loss of revenue in the past year (2020 or 2021), or
 - Difficulty in finding qualified employee(s), or
 - Closure of business for a given time frame during the past two years, or
 - Difficulty in finding market rate financing to start or expand business;
- Eligible business types as defined in the Program Policy include:
 - Arts & Entertainment businesses (i.e., theater, arcade, music venues, etc.)
 - Construction-related business (i.e., cement, flooring, roofing, etc.) located in a properly zoned site
 - Restaurants and taverns (i.e., Bar & grill, cafes, food trucks)
 - Hotels (i.e., Bed & Breakfast Inn)
 - Home-based businesses that are looking to transition to a physical locality within the city limits of the City of Socorro
 - Medical (i.e., doctor's office & laboratory facility, veterinary)
 - Manufacturing business
 - Retail businesses, but do not include discount stores and used appliance stores
 - Veterinary Services
 - Warehousing located in a properly zoned site
- Grant Document Verification:
- Business entity formation documents;
 - 2020 or 2021 bank statements related to business;
 - Payroll documentation and IRS 941 form, if applicable;
 - Business tax return (2020 or 2021) to determine revenue
 - Driver's license

- Proof of business location
- Business Lease or deed of the property

Eligible Expenditures from Businesses

Businesses may apply for the following expenses associated with starting, re-starting, or expanding business operations: working capital, payroll for job retention or business expansion, rent/mortgage for business location, remodeling, or other general operating expenses. Application Process

Applicants are required to upload electronic versions of these documents:

Application Packaging:

- Applicants will apply online or in person via EPCCED dedicated landing page;
- Applicants will have the ability to submit their application during the application period;
- Applicants may request a phone or video conference
- Applicants may apply or set up a meeting at the City of Socorro's Chayo Community Center when an EPCCED staff is present;
- Applications must be completed with all verified documentation uploaded;

Application Underwriting:

- EPCCED will review each application and respond to an applicant with an approval or denial no later than 15 days from completion of the application;
- If documents are missing, EPCCED will request all documents before making a decision, however applicants funding is not guaranteed;
- Business owner will be notified in writing of approval or denial of grant. This can be in the form of an email via docuSign or a mailed document;
- Applicants must be notified in their grant agreement that a failure to use funds as intended in their application request will subject them to immediate forfeiture of funds.

Closing & Funding:

- EPCCED will review each applicant's file upon closing for verification of all eligibility, training and project completion documentation;
- Grant recipients must maintain records on opening/remodeling or expansion completion, receipts for expenditures of grant funds and staff payroll records;
- All grant recipients should receive a follow-up survey;
- Funding will occur within 5 days from City of Socorro advancement of funds, based on schedule in agreement.

Timeline	Start Date	End Date	Budget
Start up planning for mobilization and implementation	11/21/2022	8/31/2023	
Task 1 - Mobilizing staff visiting Socorro area to meet businesses and all the areas.	11/21/2022	11/30/2022	

Task 2: El Paso Collaborative (EPC) will train outreach staff with documents, criterias, regulations and mapping Socorro area.	11/21/2022	12/31/2022	
Task 3- El Paso Collaborative and Project Vida will promote forgivable loans and criteria through social media and other traditional platforms.	11/21/2022	12/31/2022	
Task 4- EPC will connect with possible clients and obtain documents and application for forgivable grants	12/1/2022	8/31/2023	
Task 5- As soon as client is approved, owner will receive a letter of notification and the following steps of being forgiven.	12/1/2022	8/31/2023	\$ 250,000
Task 6-Depending on the needs of the business/client, Microenterprise Technical Assistance Program and EPC will allocate one advisor to the grantee for the financial literacy courses.	12/1/2022	8/31/2023	
Task 7- Workshops and services for grantees will be based on the specifics needs of the businesses and MTAP advisor will create a file with the notes of advancements and follow up.	12/1/2022	8/31/2023	
Task 8- Grant will be forgiven as soon as client finished the selected program and will receive a certification.	3/1/2022	8/31/2023	
	11/21/2022	03/31/2023 06/30/2023 09/30/2023 12/31/2023	\$25,000
Task 9- Quarterly reports and reimbursements will be requested			
TASK 10- Final report with informations of the grantees and files of technical assistance will be given.		8/31/2023	

ATTACHMENT "D"
Subrecipient Project Budget

SOCORRO SMALL BUSINESS RECOVERY GRANT PROGRAM BUDGET

Terms of Grant			
Sub-Grant Amount			\$250,000
Amount of Administrative Fee			\$25,000
Grant Deployment Budget			
1st Quarter			
Packaging			
Underwriting			
Grant Closing & Funding			
Program Operational Expenses			
	#FTE	Hours	
1st Qtr. Budget			
2nd Quarter			
Packaging			
Underwriting			
Grant Closing & Funding			
Program Operational Expenses			
	#FTE	Hours	
2nd Qtr. Budget			
3rd Quarter			
Packaging			
Underwriting			
Grant Closing & Funding			
Program Operational Expenses			
	#FTE	Hours	
3rd Qtr. Budget			
4th Quarter			
Packaging			
Underwriting			
Grant Closing & Funding			
Program Operational Expenses			
	#FTE	Hours	
4th Qtr. Budget			
Total Grant Program			
Proposed Administrative Fee			\$25,000

ATTACHMENT "E"
Subrecipient Reporting Requirements

SMALL BUSINESS RECOVERY GRANT PROGRAM

Please note, the following is a non-exhaustive list of reporting requirements. There may be additional reporting requirements that the US Treasury or the City of Socorro, Texas may identify during the implementation of the project.

A. Reporting Schedule for Subrecipient

Reporting Period	Notes
Effective Date – Dec 31, 2022	Due 15 working days after end of reporting period
Jan 1, 2023 – Mar 31, 2023	
Apr 1, 2023 – Jun 30, 2023	
Jul 1, 2023 – Sep 30, 2023	
Oct 1, 2023 – Dec 31, 2023	
Jan 1, 2024 – Mar 31, 2024	
Apr 1, 2024 – Jun 30, 2024	
Jul 1, 2024 – Sep 30, 2024	
Oct 1, 2024 – Dec 31, 2024	
Close Out Report	Due January 15, 2025 or upon depletion of sub-grant amount

B. Expenditure Summary

All reimbursement requests from the Subrecipient must include detailed expenditures. The City of Socorro will report project expenditures to the US Treasury on an annual basis after reimbursement requests are approved and payment is distributed.

C. Impacted/Disproportionately Impacted Communities Summary

- a. What Impacted and/or Disproportionately Impacted population(s) did this project primarily serve during each reporting period? Please see impacted/disproportionately impacted category list below.
- b. Indicate the number of small businesses served in each impacted/disproportionately impacted category.
- c. Indicate the percentage of sub-grant funds that were expended to serve each impacted/disproportionately impacted category.

	Impacted	Disproportionately Impacted
Assistance to Small Businesses	<ul style="list-style-type: none">• Small businesses that experienced a negative economic impact of the pandemic• Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	<ul style="list-style-type: none">• Small businesses operating in Qualified Census Tracts• Small businesses operated by Tribal governments or on Tribal lands• Small businesses operating in the U.S. territories

		<ul style="list-style-type: none"> Other small businesses disproportionately impacted by the pandemic (please specify)
--	--	---

D. Estimated Demographic Data

The US Treasury encourages recipients to provide data disaggregated by race, ethnicity, gender, income and other relevant factors. Please supply data currently collected through the program registration/application process. Do not provide any personally identifying information.

E. Performance Success Summary

Project Status: (please indicate) <ul style="list-style-type: none"> Not started Completed less than 50% Completed 50% or more Completed
Provide a success story or summary of successes from this program that can be shared publicly. Always protect the privacy of beneficiaries. Only share success stories if beneficiary has agreed to share publicly.
Please provide update for key outputs for the reporting period between _____ and _____. Indicate baseline and goal. <ol style="list-style-type: none"> Number of applicants/ registered participants/ small businesses participating in small business technical assistance component (training, workshops, assessments) Number of applications received and reviewed, and number of small business grants/loans awarded and denied Total federal assistance provided to small businesses
Final report should include cumulative data

ATTACHMENT "F"
Subrecipient Requirements under ARPA

SMALL BUSINESS RECOVERY GRANT PROGRAM

Subrecipient Requirements for Funding Under the American Rescue Plan Act (ARPA)

Subrecipients selected under this Request for Proposals must adhere to requirements as set forth by the federal government and local policies. The American Rescue Plan Act, P.L. 117-2 (2021) ("ARPA") was passed by the U.S. Congress in 2021. Under ARPA, monetary grants given to states and counties may in turn be subawarded to other organizations to carry out the goals of the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"). ARPA has allocated CSLFRF money to the City, and the City has decided to use a portion of this money to fund various projects and programs in compliance with guidance provided by the U.S. Treasury. In order to use the CSLFRF funds, the City must ensure that certain guidelines are met by both the City and those receiving CSLFRF money from the City.

Your entity has been classified as a subrecipient under ARPA, which is an entity that receives a subaward from the City to carry out a program on behalf of the City using CSLFRF money. As a beneficiary of CSLFRF money from the City, your organization must comply with the ARPA guidelines in order to be eligible for a grant under the Program. The full guidelines are in the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds (version 1.1)*, which is attached hereto. In ensuring compliance with these reporting requirements, you will serve as a first line of defense against fraud, waste, and abuse of federal money.

Your compliance responsibilities will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, 2 CFR Part 200, and will include:

1. Compliance with ARPA's eligible and restricted uses of funds, including implementation of effective controls to ensure that each expenditure of funds is an eligible use and to maintain adequate documentation to each such expenditure.
2. Implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
3. Maintenance of procedures for obtaining information related to beneficiaries of ARPA funds and monitoring of the implementation of such procedures.
4. Maintenance of records and financial documents for five years after all funds have been expended or returned to Treasury and providing or making available such records to any authorized oversight body upon request.
5. Implementation of policies and controls that calculate, document, and record any income your organization receives from CSLFRF.
6. Ensure that procurements using CSLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR § 200.317 through 2 CFR § 200.327, as applicable.
7. If your organization expends more than \$750,000 in Federal awards during its fiscal year, submitting to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.
8. Compliance with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including ensuring that your organization does not deny benefits or services, or

otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

The City may also request detailed expenditure information from your organization in order for the City to comply with its reporting obligations. You will be required to promptly provide any requested information to the City even after your award term may have expired. Among other things, the City may require information about the structure and objectives of your program and information about how many individuals have been served by your organization.

Subrecipient Authorized Official

Title

Signature

Please see the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds* following this page.

ATTACHMENT "G"
2 CFR Part 200 Contract Provisions

SMALL BUSINESS RECOVERY GRANT PROGRAM

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times

the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. See [§ 200.323](#).
- K. See [§ 200.216](#).
- L. See [§ 200.322](#).



**CITY OF SOCORRO
CITY COUNCIL
MEETING DATE: NOVEMBER 17, 2022**

**FINAL PLAT
STAFF REPORT**

SUBJECT:
APPROVAL OF A FINAL SUBDIVISION PLAT

NAME: **RANCHO RESENDEZ SUBDIVISION**

PROPERTY ADDRESS: 911 Sparks Circle

**PROPERTY LEGAL
DESCRIPTION:** Tract 4C15A, Block 3, Socorro Grant

PROPERTY OWNER: Rodolfo A Resendez & Emma Catherine Resendez
Revocable Trust

REPRESENTATIVE: Jorge Ascarate, CEA Group

PROPERTY AREA: 1.21 Acres

CURRENT ZONING: R-1 (Single Family Residential)

CURRENT LAND USE: Single Family Homes

FUTURE LAND USE MAP: Rural Residential

PROPOSED LAND USE: Single Family Homes

FLOOD MAP: According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 236-B/ FEMA, September 4, 1991)

SUMMARY OF REQUEST: Request to approve Final Plat. The purpose of the plat is to subdivide the lot. There are no changes from Preliminary Plat and no public improvements will be dedicated to the City of Socorro.

STAFF RECOMMENDATION: Staff recommends APPROVAL.

BOARD RECOMMENDATION: PNZ Commission voted to APPROVE on November 1, 2022.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

Deny

REQUIRED AUTHORIZATION

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

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large / Mayor Pro Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

RESOLUTION _____

**A RESOLUTION APPROVING A FINAL PLAT FOR RANCHO RESENDEZ
SUBDIVISION, BEING TRACT 4C15A, BLOCK 3, SOCORRO GRANT, SOCORRO,
TEXAS.**

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

That the property being Tract 4C15A, Block 3, 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.

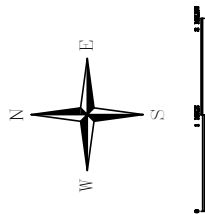
CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

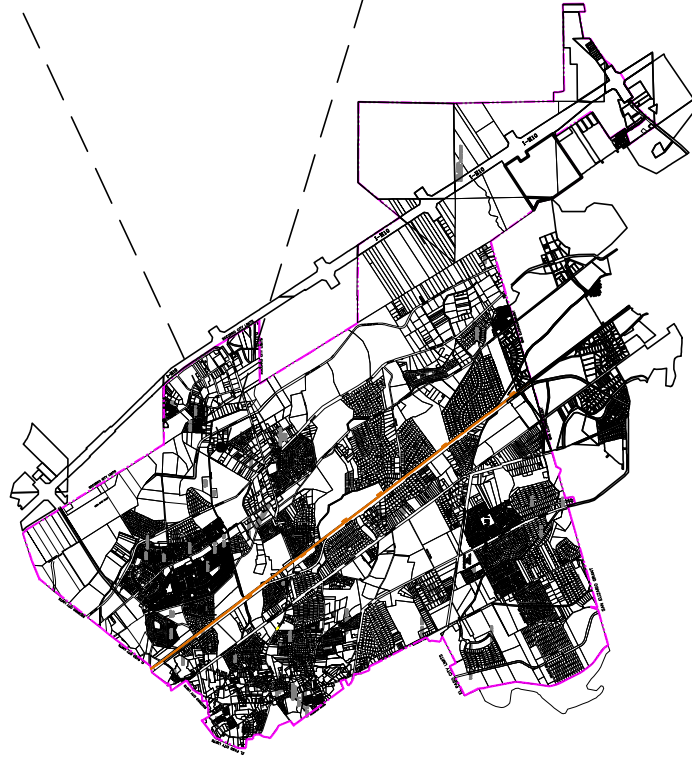
ATTEST:

Olivia Navarro, City Clerk

LOCATION MAP



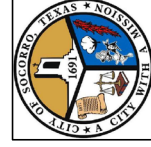
PROJECT SITE;
Rancho Resendez Sub.
Tract 4C15A, Block 3
Socorro Grant



CITY OF SOCORRO

LOCATION MAP

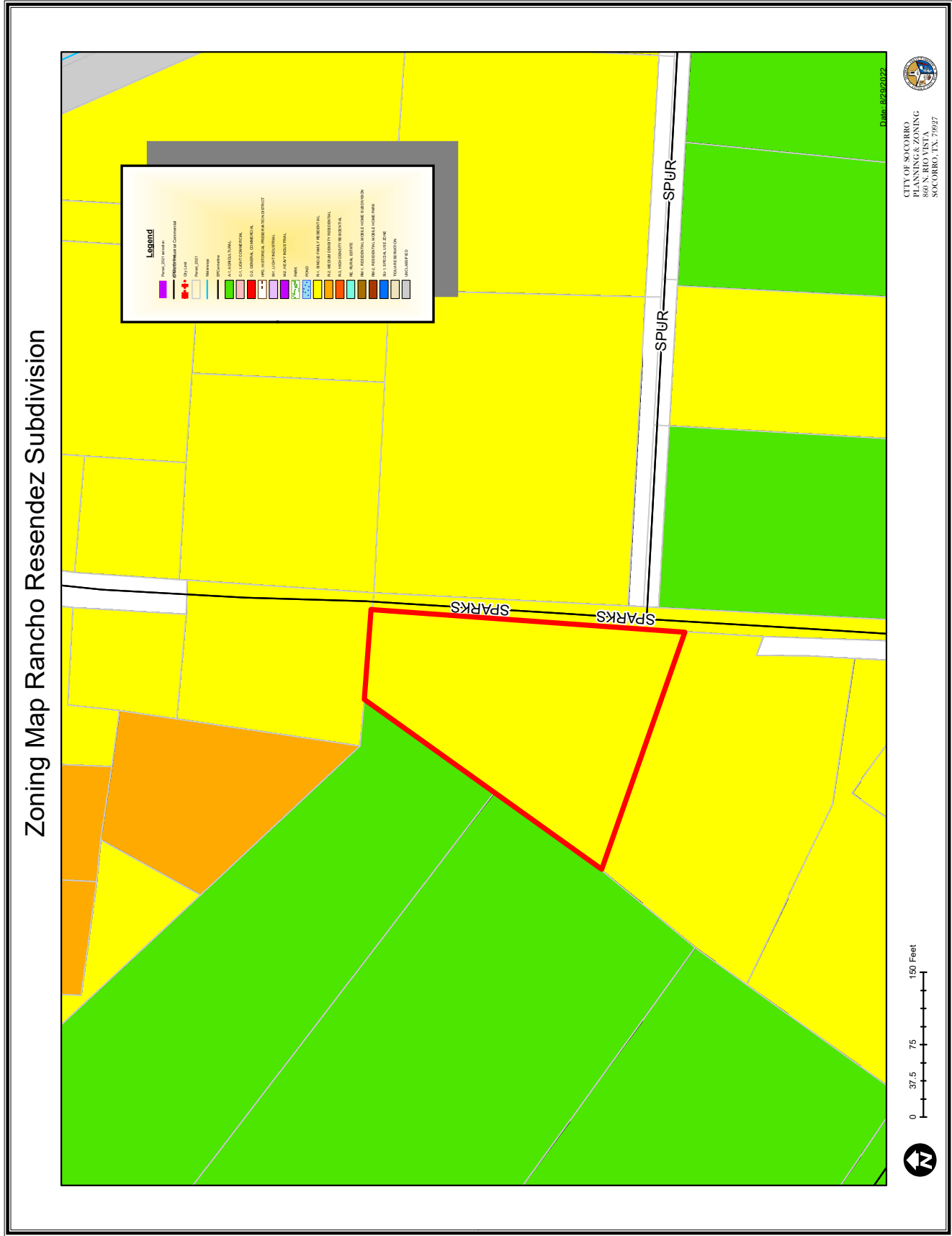
Scale: AS SHOWN



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



ITEM 20

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: November 17, 2022

TO: Mayor & Council

FROM: Carlos Gallinar, Planning & Zoning Department

SUBJECT: DISCUSSION AND ACTION TO APPROVE AN EVENT PERMIT FOR A ROSARIO A LA VIRGEN DE GUADALUPE EVENT AT 10628 SHADY VALLEY.

SUMMARY:

Applicant is requesting to approval of an event permit as per Section 36-255 (a) of the City of Socorro Municipal Code. Applicant is also requesting to close a portion of the street in front of her house.

BACKGROUND:

- Event Name: Rosario a la Virgen de Guadalupe
- Location: 10628 Shady Valley
- Event Date: December 3, 2022
- Time: 8AM to 8PM
- Expecting 100-150 people

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

STATEMENT OF THE ISSUE

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

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

EVT2211-001.
PAID



Event Permit # _____

1. Applicant's Name: Petrita Barrera
2. Applicant's Address: 10628 Shady Valley Socorro, TX 79927
3. Date of Event: Diciembre 03-2022
4. Address of Event: 10628 Shady Valley Socorro, TX 79927
5. Phone Number: (915) 202-2362
6. Legal Description Subdivision: Valley Ridge #2
Tract: _____ Lot: 35 Block: 5
7. Zoning: R-2 S.F. RESIDENTIAL

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.

Applicant's Signature

11-04-22

Date

\$ _____
Fee




Planning Department Approval

Date

Untitled Map

Write a description for your map.

Legend

-  10628 Shady Valley Dr
-  Feature 1
-  SOCORRO CITY LIMIT



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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion, 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.

SUMMARY

This item is requesting the approval to purchase the mechanic work truck that was approved through our budget Capital Improvement Plan.

Vendor is a member of the Region 19 Co-Op meeting all of the procurement requirements. Contract number 20-7355

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: CO's 2019

Amount: \$71,348.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) 20-7355

ALTERNATIVE

Decline

STAFF RECOMMENDATION

Staff recommends approval

REQUIRED AUTHORIZATION

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



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

JUAN DEL VILLAR

CITY OF SOCORRO

915-588-2934

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

Price Summary

PRICE SUMMARY

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

REGION 19 CONTRACT PRICE
20-7355

71,348

CONTRACT FEE

400.00 PER PO

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17840. Data Updated: Oct 30, 2022 6:47:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK30943	2022 Chevrolet Silverado 3500HD 4WD Crew Cab 172" Work Truck	\$47,900.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	(\$1,155.00)

REAR WHEEL CONFIGURATION

CODE	DESCRIPTION	MSRP
SRW	Single Rear Wheels (STD)	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L6P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (JL1) trailer brake controller. Regular Cab model requires (PCV) WT Convenience Package.)	\$9,890.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17818. Data Updated: Oct 27, 2022 6:48:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

TRANSMISSION

CODE	DESCRIPTION	MSRP
MGM	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
JGT	GVWR, 12,250 lbs. (5557 kg) with single rear wheels (Included and only available with CK30943 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)	\$380.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17816. Data Updated: Oct 27, 2022 6:46:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding (Required on Regular Cab models with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. (DBG) trailer mirrors may be upgraded to (DWI) trailer mirrors or (DLN) mirrors. Not available with CC30943 or CC30953 dual rear wheel models with (ZW9) pickup bed delete.)	\$1,035.00
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator. Includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailer wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$150.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17816. Data Updated: Oct 27, 2022 8:48:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.
JL1	Trailer brake controller, integrated (Regular Cab model require (PCV) WT Convenience Package. Included with (CMT) Gooseneck / 5th Wheel Package.)	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (PCV) WT Convenience Package.)	Inc.
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT Safety Package.)	\$100.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17818. Data Updated: Oct 27, 2022 6:46:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Requires (UE1) OnStar. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)	\$100.00
VV4	Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
—	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)	Inc.
—	Compass, located in instrument cluster (Included and only available with (UE1) OnStar.)	Inc.
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (PCV) WT Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package or (RGE) Safety Essentials Package.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCV) WT Convenience Package.)	\$150.00
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17818. Data Updated: Oct 27, 2022 6:46:00 PM PDT.



RUDOLPH CHEVROLET LLC

MIKE RUFFIN | 915-478-3018 | miker@rudolphcars.com

Vehicle: [Retail] 2022 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

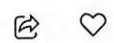
CODE	DESCRIPTION	MSRP
5N5	Rear Camera Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	\$73.00
UE1	OnStar and Chevrolet connected services capable (Requires (U2K) SiriusXM Radio. Terms and limitations apply. See onstar.com or dealer for details.)	\$175.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
ROY	ROYAL 8' SERVICE BODY WITH FLIP TOP LIDS, MASTER LOCK SYSTEM AND CLASS 5 RECEIVER HITCH	\$17,530.00
Options Total		\$28,853.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 17816. Data Updated: Oct 27, 2022 8:48:00 PM PDT.







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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion, 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.

SUMMARY

This item is requesting the approval to purchase work truck that was approved through fiscal budget.

Vendor is a member of the Region 19 Co-Op meeting all of the procurement requirements. Contract number 19-7325

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 001/05810/002

Funding Source: General Fund

Amount: \$37,825.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) 19-7325

ALTERNATIVE

Decline

STAFF RECOMMENDATION

Staff recommends approval

REQUIRED AUTHORIZATION

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

Digitally generated image shown. Actual image may vary. See your dealer for details.

Maintenance



2023 F-150®

XL

PAINT S4

COLOR

Oxford White

SECONDARY COLOR

No Secondary Color | INCLUDED

SUMMARY

Digitally generated image shown. Actual image may vary. See your dealer for details.



\$37,825

ESTIMATED NET PRICE ^{S5}

\$513

PER MONTH FOR 84 MONTH FINANCE ^{S6}

PAINT ^{S4}

Oxford White	\$0
No Secondary Color	\$0

POWERTRAINS ^{S4}

5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability	\$2,335
4x2	\$0
Electronic Ten-Speed Automatic Transmission	\$0
3.15 Non-Limited Slip Axle Ratio	\$0

PACKAGES ^{S4}

XL Standard	\$0
XL Standard (101A) Discount	-\$750

Digitally generated image shown. Actual image may vary. See your dealer for details.



EXTERIOR ^{S4}

17" Silver Steel Wheels	\$0
245/70 R17 BSW All-Season Tires (4x2 Only)	\$0
Rear-window with Fixed Glass and Solar Tint	\$0
Wipers – Intermittent speed	\$0
Steering Wheel – Heat Removal	\$0
Reverse Sensing System	\$0
Headlamps – Halogen	\$0
Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps	\$0

Digitally generated image shown. Actual image may vary. See your dealer for details.



INTERIOR ^{S4}

Medium Dark Slate	\$0
Cloth 40/20/40 Front Seats (XL)	\$0
Vinyl Floor Covering – Black	\$0
Rearview Mirror, Day/Night	\$0
Multicontour Seats with Active Motion® Removal	\$0
Steering Wheel – Manual Tilt/Telescoping and Manual Locking	\$0
Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking	\$0
Cruise Control	\$0
4" Productivity Screen in Instrument Cluster	\$0
Perimeter Alarm	\$0
AM/FM Stereo Radio	\$0
SYNC® 4	\$0

PRICING SUMMARY

BASE MSRP ^{S1}	\$34,445
OPTIONS ^{S4}	+ \$1,585
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,795
TOTAL MSRP ^{S16}	= \$37,825
ESTIMATED NET PRICE ^{S5}	= \$37,825
MONTHLY PAYMENT ^{S6}	\$513

Finance based on \$3,783 down payment,
84 month term and 6.9% APR, \$0 trade-in-value

YOUR ZIP CODE 79936

CLOSEST FORD DEALER

Shamaley Ford

2.14 miles away

(833) 266-6934

Your Configuration: 2023 F-150 XL, Regular Cab, 5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability, Electronic Ten-Speed Automatic Transmission, 4x2, 3.15 Non-Limited Slip Axle Ratio
Pricing shown for Zip code 79936 as of November 07, 2022 ^{S2}

DISCLOSURES

Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

S13.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14.

The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.

The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.

Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.

For Manufacturer Specific Disclosures See Below

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fuelconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

ITEM 23

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion, 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.

SUMMARY

This item is requesting the approval to purchase work trucks that was approved through fiscal budget.

Vendor is a member of the Region 19 Co-Op meeting all of the procurement requirements. Contract number 19-7325

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 001/05810/ 03 400/05810/03

Funding Source: General Fund / CO's 2019

Amount: \$90,830.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) 19-7325

ALTERNATIVE

Decline

STAFF RECOMMENDATION

Staff recommends approval

REQUIRED AUTHORIZATION

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

Digitally generated image shown. Actual image may vary. See your dealer for details.

PW



V8

2023 F-150® XL

PAINT ^{S4}

COLOR

Oxford White[®]

SECONDARY COLOR

No Secondary Color | INCLUDED

SUMMARY

\$45,415

ESTIMATED NET PRICE ^{S5}

\$549

PER MONTH FOR 48 MONTH LEASE ^{S6}

PAINT ^{S4}

Oxford White \$0

No Secondary Color \$0

POWERTRAINS ^{S4}

5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability \$2,335

4x2 \$0

Electronic Ten-Speed Automatic Transmission \$0

3.15 Non-Limited Slip Axle Ratio \$0

PACKAGES ^{S4}

XL Standard \$0

XL Standard (101A) Discount -\$750

Digitally generated image shown. Actual image may vary. See your dealer for details.



EXTERIOR ^{S4}

17" Silver Steel Wheels	\$0
245/70 R17 BSW All-Season Tires (4x2 Only)	\$0
Rear-window with Fixed Glass and Solar Tint	\$0
Wipers – Intermittent speed	\$0
Steering Wheel – Heat Removal	\$0
Reverse Sensing System	\$0
Headlamps – Halogen	\$0
Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps	\$0

Digitally generated image shown. Actual image may vary. See your dealer for details.



INTERIOR ^{S4}

Medium Dark Slate	\$0
Cloth 40/20/40 Front Seats (XL)	\$0
Vinyl Floor Covering – Black	\$0
Rearview Mirror, Day/Night	\$0
Multicontour Seats with Active Motion® Removal	\$0
Steering Wheel – Manual Tilt/Telescoping and Manual Locking	\$0
Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking	\$0
Cruise Control	\$0
4" Productivity Screen in Instrument Cluster	\$0
Perimeter Alarm	\$0
AM/FM Stereo Radio	\$0
SYNC® 4	\$0

PRICING SUMMARY

BASE MSRP ^{S1}	\$41,390
OPTIONS ^{S4}	+ \$1,585
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,795
ACQUISITION FEE ^{S18}	+ \$645
TOTAL MSRP ^{S16}	= \$45,415
ESTIMATED NET PRICE ^{S5}	= \$45,415
MONTHLY PAYMENT ^{S6}	\$549

Lease based on \$4,477 down payment,
48 month term and 10,500 mileage. \$0 trade-in-value

YOUR ZIP CODE 79936

CLOSEST FORD DEALER

Shamaley Ford

2.14 miles away

(833) 266-6934

Your Configuration: 2023 F-150 XL, SuperCrew®, 5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability, Electronic Ten-Speed Automatic Transmission, 4x2, 3.15 Non-Limited Slip Axle Ratio
Pricing shown for Zip code 79936 as of November 07, 2022 ^{S2}

DISCLOSURES

Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or

incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

S13.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14.

The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any

outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.

The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.

Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.

For Manufacturer Specific Disclosures See Below

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fuelconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion, 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.

SUMMARY

This item is requesting the approval to purchase work trucks that was approved through fiscal budget.

Vendor is a member of the Region 19 Co-Op meeting all of the procurement requirements. Contract number 19-7325

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 001/05810/05

Funding Source: General Fund

Amount: \$85,680.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) 19-7325

ALTERNATIVE

Decline

STAFF RECOMMENDATION

Staff recommends approval

REQUIRED AUTHORIZATION

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

Digitally generated image shown. Actual image may vary. See your dealer for details.

~~Code Enforcer~~
Animal



2023 F-150®
XL

V8
4x4

PAINT ^{SA}

COLOR
Oxford White

SECONDARY COLOR
No Secondary Color | INCLUDED

SUMMARY

\$42,840

ESTIMATED NET PRICE ^{S5}

\$581

PER MONTH FOR 84 MONTH FINANCE ^{S6}

PAINT ^{S4}

Oxford White	\$0
No Secondary Color	\$0

POWERTRAINS ^{S4}

5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability	\$2,335
4x4	\$0
Electronic Ten-Speed Automatic Transmission	\$0
3.31 Non-Limited Slip Axle Ratio	\$0

PACKAGES ^{S4}

XL Standard	\$0
XL Standard (101A) Discount	-\$750

Digitally generated image shown. Actual image may vary. See your dealer for details.



EXTERIOR ^{S4}

17" Silver Steel Wheels	\$0
265/70R 17 BSW All-Terrain Tires (4x4)	\$0
Rear-window with Fixed Glass and Solar Tint	\$0
Hooks – Front Tow 4x4, two (2)	\$0
Wipers – Intermittent speed	\$0
Steering Wheel – Heat Removal	\$0
Reverse Sensing System	\$0
Headlamps – Halogen	\$0
Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps	\$0

Digitally generated image shown. Actual image may vary. See your dealer for details.



INTERIOR ^{S4}

Medium Dark Slate	\$0
Cloth 40/20/40 Front Seats (XL)	\$0
Vinyl Floor Covering – Black	\$0
Rearview Mirror, Day/Night	\$0
Multicontour Seats with Active Motion® Removal	\$0
4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability	\$0
Steering Wheel – Manual Tilt/Telescoping and Manual Locking	\$0
Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking	\$0
Cruise Control	\$0
4" Productivity Screen in Instrument Cluster	\$0
Perimeter Alarm	\$0
AM/FM Stereo Radio	\$0
SYNC® 4	\$0

PRICING SUMMARY

BASE MSRP ^{S1}	\$39,600
OPTIONS ^{S4}	+ \$1,445
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,795
TOTAL MSRP ^{S16}	= \$42,840
ESTIMATED NET PRICE ^{S5}	= \$42,840
MONTHLY PAYMENT ^{S6}	\$581

Finance based on \$4,284 down payment,
84 month term and 6.9% APR, \$0 trade-in-value

YOUR ZIP CODE 79936

CLOSEST FORD DEALER

Shamaley Ford

2.14 miles away

(833) 266-6934

Your Configuration: 2023 F-150 XL, Regular Cab, 5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability, Electronic Ten-Speed Automatic Transmission, 4x4, 3.31 Non-Limited Slip Axle Ratio
Pricing shown for Zip code 79936 as of November 07, 2022 ^{S2}

DISCLOSURES ✓

Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

S13.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14.

The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.

The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.

Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.

For Manufacturer Specific Disclosures See Below

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fuelconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

- the best and most appropriate method and manner of efficiently performing the functions and providing the services of the City, consistent with the Council-Manager form of government and, except as provided in this Charter, with respect to certain departments that must be maintained in effect, the City Council may, after hearing the City Manager; create, change, merge, or abolish offices, departments or agencies of the City, and may contract for services by interlocal agreement or otherwise as it deems advisable, to improve the services or the efficiency of government; and
- R. Call and hold special elections useful to the accomplishment of the purpose of the City, to the fullest extent not inconsistent with State Law.

Section 3.05 COMPENSATION

The Mayor shall receive fifteen thousand dollars per year, and each of the City Council members shall receive ten thousand dollars per year as compensation for their services, and any increase of salary shall be through a Charter Amendment only; and they shall be entitled to all necessary expenses incurred in the performance of their official duties or officially representing the City, when such expenses are authorized and approved by a majority vote of the members of the City Council at a meeting of the City Council.

Section 3.06 VACANCIES

A vacancy occurring in the City Council shall be filled by a person having the qualifications required of a person filing for the office vacated and selected in the manner prescribed below:

The office of Mayor or Council member shall become vacant upon the death, resignation, or removal from office of the incumbent. Any vacancy or vacancies, whether in the office of Mayor or Council member, shall be filled by special election called for such purposes. The date for special elections to fill vacancies shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the City Council shall, without regard for the specified uniform election dates, order such election to be held on Saturday within 120 days from the date of the vacancy.

All vacancies shall be filled by appointment for the remainder of the unexpired term of the office until such time as an election occurs.

Section 3.07 MEETINGS

- A. The City Council shall hold at least two regular meetings, the first and third Thursday of each month, except December, when at least one regular meeting shall be held, at a time to be fixed by it for such regular meetings, and may hold as many additional meetings as may be necessary for the transaction of the business of the

City and its citizens. The City Council may change the regular meeting dates at their discretion.

- B. The Mayor shall, with three voting City Council members, constitute a quorum. In the absence of the Mayor, any of the four City Council members shall constitute a quorum. If, because of one (1) or more vacancies, the City Council comprises less than five (5) members, 3 voting members shall constitute a quorum. At any meeting at which both the Mayor and Mayor Pro Tem are absent, the remaining three voting Council members may appoint any Council member to preside as acting Mayor.
- C. All meetings of the City Council shall be open to the public except as provided by law.
- D. All meetings of the City Council shall be held at the City Council Chambers, which are currently located at 860 N. Rio Vista, Socorro, Texas 79927, or another appropriate location designated by the City Council. Notice of such meetings shall be posted in conformance with applicable State Law.
- E. Special meetings of the City Council may be called by the City Clerk or designee upon written request of the Mayor and/or three (3) members of the City Council.

Section 3.08 RULES OF PROCEDURE

The City Council shall determine, by ordinance, its own rules of procedure and order of business. The Agenda will consist of every item that will be discussed in public with public input through proper proceedings, except those items that will be discussed in Executive Session. Minutes of all meetings of the City Council, written, audio and visual, including the results of all votes, shall be taken and recorded. Such minutes shall constitute a permanent record to which any citizen may have access at all reasonable times; except under Executive Session.

Section 3.09 RISK AND INSURANCE PROGRAM

The City Council has elected to use a risk pool program. The pool provides its members with a stable and economic source of financing for their insurance needs and prevention services. Program includes coverage for Crime, Public Employee Dishonesty, Forgery or Alteration, Theft, Disappearance and Destruction and Computer Fraud.

Section 3.10 INTERFERENCE WITH ADMINISTRATION

- A. Neither the City Council nor any of its members shall instruct or request the City Manager or any of the City Manager's subordinates to appoint or remove from office or employment any person, except with respect to those offices that are to be filled by appointment by the City Council under the provision of this Charter. Except for the purpose of inquiry and investigation, or as otherwise expressly provided by this Charter, the City Council shall interact with the administrative services of the City solely through the City Manager, and shall not give orders to

crime of moral turpitude while in office, or is absent from three (3) consecutive regular meetings in one year without being excused by the City Council, shall forfeit their office and the City Council shall declare that position vacant. A majority vote of elected members of the City Council is required to declare the office vacant.

Section 3.03 MAYOR AND MAYOR PRO TEM

- A. The Mayor shall be the official head of the City government. The Mayor shall be the chair and shall preside at all meetings of the City Council. The Mayor shall, except as provided otherwise by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall appoint special committees as advisable and as instructed by the City Council. The Mayor shall perform such other duties consistent with this Charter or as may be imposed by the City Council.
- B. The City Council shall elect from among its members an acting Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.
- C. The Mayor, or the Mayor Pro Tem while presiding over the City Council in the absence of the Mayor, shall vote only in the case of a tie except to pass an ordinance when the voting membership of the Council is reduced below five (5) owing to one or more absences and/or vacancies and/or abstentions. The Mayor may also vote when this Charter or any law requires more than a simple majority vote of the City Council.
- D. The Mayor Pro Tem shall serve in his or her capacity as Mayor Pro Tem for not longer than one (1) year from the date of appointment by the City Council or as long as is otherwise prescribed by Texas Law.

Section 3.04 GENERAL POWERS AND DUTIES

The City Council. The City Council shall be the legislative and governing body of the City and shall have control of the City finances, property, functions, services, affairs and programs, subject only to the terms and provisions of this Charter. The City Council shall have the power to ordain, alter, amend or repeal and enforce ordinances, resolutions, rules, orders, and regulations, for any public purpose, that are not in conflict with this Charter, or Federal or State law. The City Council shall have the power and authority to provide for any public purpose, including but not limited to recreation, the regulation and control of public property, municipal finances, the preservation of the public peace and good order, the security and protection of the public health, safety and welfare, the promotion of trade, commerce and economic development, the beautification and quality of life within the City, and any other governmental or proprietary service or program. The City, by and through its City Council, shall have full and complete power of local self government to the fullest extent not in conflict with this Charter and State Law, including all such authorities and privileges that are now or hereafter provided to cities by State Law and such power and authority, both express and implied, as necessary to accomplish and enforce any such duty, program or public purpose.

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

November 10, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte, City Manager, City of Socorro

SUBJECT:

Discussion and action to approve CEA Group Work Authorizations 1 & 3 and authorize City Manager or her designee to execute work authorizations.

SUMMARY

City Council will approve Work Authorizations 1 & 3 with CEA Group.

STATEMENT OF THE ISSUE

City of Socorro Council selected 3 Engineer Firms, for General Engineer Service's.

Approval for Work Authorization No. 1, consist of program management and general engineering services as described in the Scope of Work for WA No. 1.

Approval for Work Authorization No. 3, consist of construction engineering and construction management for the Bovee and Rio Vista Road Projects as described in the Scope of Work for WA No. 3.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): Recreation Centers

Funding Source: CO2019

Amount: As described in WA No. 1 & 3

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

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

ALTERNATIVE

Not Approve – The City **will not** approve CEA Group Work Authorizations 1 & 3 and authorize City Manager or her designee to execute work authorizations.

STAFF RECOMMENDATION

Approve – The City **WILL** approve CEA Group Work Authorizations 1 & 3 and authorize City Manager or her designee to execute work authorizations.

REQUIRED AUTHORIZATION

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

**WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of Contract No. 22-07-02 " (the Agreement) entered into by and between the City of Socorro, Texas (City), and CEA Engineering Group, Inc., (the Engineer).

PART I. The Engineer will perform program management and engineering services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the City and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is **\$ 796,591.00** and the method of payment is Specified Rate Basis as set forth in Attachment E of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the Agreement, and Attachment A, General Provisions, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 21, 2025, unless extend by a supplemental Work Authorization as provided in Attachment A, General Provisions, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

THE CITY OF SOCORRO

(Signature)

(Printed Name)

(Title)

(Date)

LIST OF EXHIBITS

EXHIBIT A	Services to be provided by the City
EXHIBIT B	Services to be provided by the Engineer
EXHIBIT C	Work Schedule
EXHIBIT D	Fee Schedule/Budget

EXHIBIT A
SERVICES TO BE PROVIDED BY THE CITY

The City shall perform and provide the following in a timely manner so as not to delay the service to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Place at Engineer's disposal all reasonably available information pertinent to the project, including previous reports, drawings, specifications, or any other data relevant to the project.
3. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information and interpret and define Authority's decisions with respect to the services to be provided by the Engineer.
4. Render decisions and approvals, as soon as reasonably possible to allow for the expeditious performance of the service to be provided by the Engineer.
5. Review Engineer's request for information, approval and payment in a timely manner.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the proposed professional engineering services should include, but are not limited to, the following tasks:

1. Perform research and database creation to conduct studies and produce reports to include investigations, drawings, sketches, plans, specifications and cost estimates for multiple municipal projects and other studies as required.
2. Perform projects per all applicable City Codes and Ordinances, state and federal laws and regulations, as well as ADA compliance, and in close coordination with the Planning and Zoning Department of the City of Socorro.
3. Perform all the municipal projects taking in consideration energy efficiency, utility and cost savings utilizing the latest technologies. Perform Building services as requested by the City.
4. General Engineering Management-Available for meetings and conferences requested by the City for discussion or related to municipal projects.
 - A. Program Management
 1. Evaluate information of Existing Facilities as requested.
 2. Research /Analyze/Gather all documents and develop Program Plan.
 3. Evaluate Current Engineering Processes and Procedures.
 4. Recommend future work authorizations to Create Capital improvements Program.
 5. Assist in review/monitoring TxDOT funding Programs as requested.
 - B. Municipal Engineer Projects
 1. Perform Municipal Engineering Project as request by the City
 2. Evaluate Development Plans from other Engineers
 3. Develop plans, specifications and estimates
 4. Develop bid documents
 5. Perform Subdivision plan review, including access permits
 6. Perform plan review by others, including plans by the City
 - C. Construction Projects
 1. Evaluate bid process and provide recommendation for award
 2. Perform construction administration, including schedule and submittals
 3. Assist the City with construction management, resident project representation and inspection
 - D. Other Services
 1. Environmental Services to ensure compliance
 2. General Survey Services
 3. General Public Outreach Services
 - E. Coordination
 1. Availability for General Meetings
 2. City Council Meetings
 3. Meetings with Planning & Zoning
 4. Meetings with Development
 - F. General Administration
 1. General Program Administration, including monthly progress reports, schedule updates, and invoices
 2. Manage subconsultant activities, and process subconsultant progress reports and invoices.
 3. Record Keeping, Filing

EXHIBIT C
WORK SCHEDULE

The City shall request assignments, services and issue work directives at their sole discretion. Work schedule will be discussed as part of each assignment. We will assign appropriate staff to ensure orderly progression of work. We will begin our services promptly as requested and work with the City of Socorro to complete the service request in a timely manner.

EXHIBIT D
FEE SCHEDULE/BUDGET
CEA Group
WA 1 - General Services

[illegible]

Participation Percentage	72.41%	8.55%	2.97%	3.65%	3.66%	6.46%	2.28%	0.00%	0.00%
--------------------------	--------	-------	-------	-------	-------	-------	-------	-------	-------

Total DBE Percentage: 77.67%

DBE	Y	N	Y	N	N	N	Y	N	N
-----	---	---	---	---	---	---	---	---	---

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1CEA Group
WA 1 - General Services

Task Description	PRINCIPAL	PROJECT MANAGER	DEPUTY PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL (ENG)	3D ANIMATOR / GRAPHICS	TOTAL LABOR HOURS	TOTAL LABOR COST
A. Project Management													540	\$ 82,043.00
1. Evaluate information of Existing Facilities as requested.		20					40	40	40				140	\$ 19,240.00
2. Research/Analyze/Gather all documents and develop Program Plan.		20					40	40	40				140	\$ 19,240.00
3. Evaluate Current Engineering Processes and Procedures.		20			40								60	\$ 12,411.00
4. Recommend future work authorizations to Create Capital Improvements Program.		20			40								60	\$ 12,411.00
5. Assist in re-evaluating TMDOT funding programs as requested.		20			40						80		140	\$ 19,240.00
HOURS SUB-TOTALS	0	100	0	0	120	0	80	80	80	0	80	0	840	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$22,600.00	\$0.00	\$0.00	\$23,670.00	\$0.00	\$11,572.00	\$9,488.00	\$8,416.00	\$0.00	\$6,312.00	\$0.00	\$82,043.00	
B. Municipal Engineering Projects													1360	\$ 238,991.00
1. Perform Municipal Engineering Project as request by the City													0	\$ 0.00
2. Evaluate Development Plans from other Engineers		40	80		80			80					280	\$ 51,132.00
3. Develop plans, specifications and estimates		40	40	20	160		160	120	100				640	\$ 101,092.00
4. Develop bid documents		20		20	40			40					120	\$ 21,953.00
5. Perform Subdivision plan review, including access permits		40			120								160	\$ 35,712.00
6. Perform plan review by others, including plans by the City		40			120								160	\$ 35,712.00
HOURS SUB-TOTALS	0	180	120	40	520	0	160	240	100	0	0	0	1360	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$40,680.00	\$25,248.00	\$8,416.00	\$102,570.00	\$0.00	\$23,144.00	\$28,404.00	\$10,520.00	\$0.00	\$0.00	\$0.00	\$238,991.00	
C. Construction Projects													300	\$ 49,857.00
1. Evaluate bid process and provide recommendation for award		20			20		40	20					100	\$ 15,619.00
2. Perform construction administration, including schedule and submittals		20			20		80	40					160	\$ 24,772.00
3. Assist the City with construction management, resident project representation and inspection		20			20								40	\$ 6,466.00
HOURS SUB-TOTALS	0	60	0	0	60	0	120	60	0	0	0	0	300	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$13,563.00	\$0.00	\$0.00	\$11,835.00	\$0.00	\$17,368.00	\$7,101.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,857.00	
D. Other Services													80	\$ 16,832.00
1. Environmental Services to ensure compliance			40										40	\$ 6,416.00
2. General Survey Services			20										20	\$ 4,208.00
3. General Public Outreach Services			20										20	\$ 4,208.00
HOURS SUB-TOTALS	0	0	80	0	0	0	0	0	0	0	0	0	80	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$16,832.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,832.00	
E. Coordination													500	\$ 96,132.00
1. Availability for General Meetings		40			60					20			120	\$ 22,455.00
2. City Council Meetings		40			60								100	\$ 25,971.00
3. Meetings with Planning & Zoning		40			80					20			140	\$ 28,400.00
4. Meetings with Development		40			80					20			140	\$ 28,400.00
HOURS SUB-TOTALS	0	160	0	0	280	0	0	0	0	60	0	0	500	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$36,168.00	\$0.00	\$0.00	\$55,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,734.00	\$0.00	\$0.00	\$96,132.00	
F. General Administration													490	\$ 73,840.00
1. General Program Administration, including monthly progress reports, schedule updates, and invoices		40		40	80			80			40		280	\$ 45,802.00
2. Manage subconsultant activities, and process subconsultant progress reports and invoices.		40			40								40	\$ 6,042.00
3. Record Keeping, Filing								40			80		160	\$ 19,536.00
HOURS SUB-TOTALS	0	80	0	40	120	0	0	120	0	0	120	0	480	
CONTRACT RATE PER HOUR	\$249.85	\$226.00	\$210.40	\$210.40	\$197.25	\$170.95	\$144.65	\$118.35	\$105.20	\$78.90	\$78.90	\$99.94		
TOTAL LABOR COSTS	\$0.00	\$18,080.00	\$0.00	\$8,416.00	\$23,670.00	\$0.00	\$0.00	\$14,202.00	\$0.00	\$0.00	\$9,592.00	\$0.00	\$73,840.00	
TOTAL PROJECT HOURS	0	580	200	80	1100	0	360	500	160	60	200	0	3260	
PROJECT TOTALS	\$0.00	\$131,109.00	\$42,088.00	\$16,832.00	\$216,975.00	\$0.00	\$52,074.00	\$55,175.00	\$19,936.00	\$4,734.00	\$15,780.00	\$0.00	\$557,695.00	
TOTAL PROJECT %DISTRIBUTION OF STAFF HOURS	0.00%	17.79%	6.13%	2.45%	33.74%	0.00%	11.04%	15.34%	6.82%	1.84%	6.13%	0.00%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

CEA Group
WA 1 - General Services

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)		night	0.00		\$0.00
Meals (overnight stay required)		day	0.00		\$0.00
Rental Car (Tax/fees not included)		day	0.00		\$0.00
Mileage	4000	mile	0.58		\$2,300.00
SUV or ATV Rental		day	0.00		\$0.00
Air Travel		each	0.00		\$0.00
Parking		day	0.00		\$0.00
Taxi/Cab fare		each	0.00		\$0.00
Standard Postage		letter	1.00		\$0.00
Overnight express-letter size		each	0.00		\$0.00
Overnight express-oversized box		each	0.00		\$0.00
Courier Services		each	0.00		\$0.00
8½"X11" B/W Paper Copies	10000	each	0.12		\$1,200.00
11"X17" B/W Paper Copies	5000	each	0.25		\$1,250.00
8½"X11" Color Paper Copies	5000	each	0.50		\$2,500.00
11"X17" Color Paper Copies	2500	each	0.75		\$1,875.00
RAS Services (TDLR)	10000	quote per assignment	1.00		\$10,000.00
			0.00		\$0.00
			0.00		\$0.00
			0.00		\$0.00
			0.00		\$0.00
			0.00		\$0.00
			300.00		\$0.00
			1,850.00		\$0.00
			0.00		\$0.00
			0.00		\$0.00
			750.00		\$0.00
Other Direct Expense Total					\$19,125.00

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

CONSOR
WA 1 - General Services

Task Description	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER (DESIGN)	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER-IN- TRAINING I	ENGINEER-IN- TRAINING II	ENGINEER TECHNICIAN - SENIOR	CADD OPERATOR	ADMIN / CLERICAL (ENG)	TOTAL LABOR HOURS	TOTAL LABOR COST
B. Municipal Engineering Projects											460	\$ 68,106.00
1. Perform Municipal Engineering Project as request by the City	40	80			80		80	80	80	20	460	\$ 68,106.00
2. Evaluate Development Plans from other Engineers											0	\$ -
3. Develop plans, specifications and estimates											0	\$ -
4. Develop bid documents											0	\$ -
5. Perform Subdivision plan review, including access permits											0	\$ -
6. Perform plan review by others, including plans by the City											0	\$ -
HOURS SUB-TOTALS	40	80	0	0	80	0	80	80	80	20	460	
CONTRACT RATE PER HOUR	\$218.49	\$199.84	\$127.90	\$154.54	\$210.50	\$90.59	\$103.92	\$122.57	\$87.93	\$69.28		
TOTAL LABOR COSTS	\$8,739.60	\$15,987.20	\$0.00	\$0.00	\$16,840.00	\$0.00	\$8,313.60	\$9,805.60	\$7,034.40	\$1,385.60	\$68,106.00	
TOTAL PROJECT HOURS	40	80	0	0	80	0	80	80	80	20	460	
PROJECT TOTALS	\$8,739.60	\$15,987.20	\$0.00	\$0.00	\$16,840.00	\$0.00	\$8,313.60	\$9,805.60	\$7,034.40	\$1,385.60	\$68,106.00	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	8.70%	17.39%	0.00%	0.00%	17.39%	0.00%	17.39%	17.39%	17.39%	4.35%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

Conde, Inc.
WA 1 - General Services

Task Description	SURVEY PROJECT MANAGER	REGISTERED PROFESSIONAL LAND SURVEYOR	SURVEY TECHNICIAN	SURVEY TECHNICIAN - GPS	SENIOR CADD OPERATOR	CADD OPERATOR	SURVEY CREW	ADMIN / CLERICAL (SURV)	TOTAL LABOR HOURS	TOTAL LABOR COST
D. Other Services									220	\$ 23,698.00
1. Update Major Thoroughfare Plan for City									0	\$ -
2. Environmental Services to ensure compliance									0	\$ -
3. General Survey Services	20	40	40		60		60		220	\$ 23,698.00
4. General Public Outreach Services									0	\$ -
HOURS SUB-TOTALS	20	40	40	0	60	0	60	0	220	
CONTRACT RATE PER HOUR	\$150.86	\$150.86	\$50.29	\$56.57	\$69.15	\$62.86	\$141.43	\$62.86		
TOTAL LABOR COSTS	\$3,017.20	\$6,034.40	\$2,011.60	\$0.00	\$4,149.00	\$0.00	\$8,485.80	\$0.00	\$23,698.00	
TOTAL PROJECT HOURS	20	40	40	0	60	0	60	0	220	
PROJECT TOTALS	\$3,017.20	\$6,034.40	\$2,011.60	\$0.00	\$4,149.00	\$0.00	\$8,485.80	\$0.00	\$23,698.00	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	9.09%	18.18%	18.18%	0.00%	27.27%	0.00%	27.27%	0.00%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

Wood WA 1 - General Services

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	ENGINEERING TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL (ENG)	FIELD ENGINEER / GEOLOGIST	3D ANIMATOR / GRAPHICS	SENIOR ARCHITECT	ARCHITECT	TOTAL LABOR HOURS	TOTAL LABOR COST
B. Municipal Engineering Projects											220	\$ 29,083.80
1. Perform Municipal Engineering Project as request by the City											0	\$ -
2. Evaluate Development Plans from other Engineers											0	\$ -
3. Develop plans, specifications and estimates	20	80	40	40			40				220	\$ 29,083.80
4. Develop bid documents											0	\$ -
5. Perform Subdivision plan review, including access permits											0	\$ -
6. Perform plan review by others, including plans by the City											0	\$ -
HOURS SUB-TOTALS	20	80	40	40	0	0	40	0	0	0	220	
CONTRACT RATE PER HOUR	\$238.73	\$171.57	\$105.31	\$73.47	\$94.54	\$60.33	\$85.81	\$116.23	\$207.52	\$146.46		
TOTAL LABOR COSTS	\$4,774.60	\$13,725.60	\$4,212.40	\$2,938.80	\$0.00	\$0.00	\$3,432.40	\$0.00	\$0.00	\$0.00	\$29,083.80	
TOTAL PROJECT HOURS	20	80	40	40	0	0	40	0	0	0	220	
PROJECT TOTALS	\$4,774.60	\$13,725.60	\$4,212.40	\$2,938.80	\$0.00	\$0.00	\$3,432.40	\$0.00	\$0.00	\$0.00	\$29,083.80	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	9.09%	36.36%	18.18%	18.18%	0.00%	0.00%	18.18%	0.00%	0.00%	0.00%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

Greenway Studio
WA 1 - General Services

Task Description	LANDSCAPE ARCHITECT	PROJECT MANAGER	LICENSED IRRIGATOR	LANDSCAPE DESIGNER	IRRIGATION DESIGNER	3D ANIMATOR / GRAPHICS	ADMIN / CLERICAL (ENG)	TOTAL LABOR HOURS	TOTAL LABOR COST
B. Municipal Engineering Projects								290	\$ 29,189.80
1. Perform Municipal Engineering Project as request by the City	40	20	40	80	80	20	10	290	\$ 29,189.80
2. Evaluate Development Plans from other Engineers								0	\$ -
3. Develop plans, specifications and estimates								0	\$ -
4. Develop bid documents								0	\$ -
5. Perform Subdivision plan review, including access permits								0	\$ -
6. Perform plan review by others, including plans by the City								0	\$ -
HOURS SUB-TOTALS	40	20	40	80	80	20	10	290	
CONTRACT RATE PER HOUR	\$140.00	\$167.10	\$95.30	\$84.96	\$84.96	\$107.06	\$70.10		
TOTAL LABOR COSTS	\$5,600.00	\$3,342.00	\$3,812.00	\$6,796.80	\$6,796.80	\$2,141.20	\$701.00	\$29,189.80	
TOTAL PROJECT HOURS	40	20	40	80	80	20	10	290	
PROJECT TOTALS	\$5,600.00	\$3,342.00	\$3,812.00	\$6,796.80	\$6,796.80	\$2,141.20	\$701.00	\$29,189.80	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	13.79%	6.90%	13.79%	27.59%	27.59%	6.90%	3.45%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

Blanton & Associates WA 1 - General Services

Task Description	SENIOR PROJECT MANAGER	SENIOR ENV. SCIENTIST	AIR QUALITY SPECIALIST	NOISE SPECIALIST	ENV. SCIENTIST 3	SENIOR NEPA SPECIALIST	SENIOR HISTORIAN	SENIOR ARCHEOLOGIST	FIELD TECH	ENV. STAFF 2	ENV. TECHNICIAN 2	TOTAL LABOR HOURS	TOTAL LABOR COST
D. Other Services												380	\$ 51,493.40
1. Update Major Thoroughfare Plan for City												0	\$ -
2. Environmental Services to ensure compliance	20	40	40	40		40	60	60		40	40	380	\$ 51,493.40
3. General Survey Services												0	\$ -
4. General Public Outreach Services												0	\$ -
HOURS SUB-TOTALS	20	40	40	40	0	40	60	60	0	40	40	380	
CONTRACT RATE PER HOUR	\$171.42	\$141.49	\$141.49	\$141.49	\$125.17	\$134.66	\$114.38	\$99.99	\$82.99	\$171.42	\$149.65		
TOTAL LABOR COSTS	\$3,428.40	\$5,659.60	\$5,659.60	\$5,659.60	\$0.00	\$5,387.20	\$6,856.80	\$5,999.40	\$0.00	\$6,856.80	\$5,986.00	\$51,493.40	
TOTAL PROJECT HOURS	20	40	40	40	0	40	60	60	0	40	40	380	
PROJECT TOTALS	\$3,428.40	\$5,659.60	\$5,659.60	\$5,659.60	\$0.00	\$5,387.20	\$6,856.80	\$5,999.40	\$0.00	\$6,856.80	\$5,986.00	\$51,493.40	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	5.26%	10.53%	10.53%	10.53%	0.00%	10.53%	15.79%	15.79%	0.00%	10.53%	10.53%		

EXHIBIT D

Contract No. 22-07-02
Work Authorization No. 1

Barracuda PR
WA 1 - General Services

Task Description	PUBLIC OUTREACH MANAGER	PROJECT OUTREACH SPECIALIST	3D ANIMATOR / GRAPHICS	PHOTOGRAPHER / VIDEOGRAPHER	SOCIAL MEDIA SPECIALIST	TOTAL LABOR HOURS	TOTAL LABOR COST
D. Other Services						140	\$ 18,200.00
1. Update Major Thoroughfare Plan for City						0	\$ -
2. Environmental Services to ensure compliance						0	\$ -
3. General Survey Services						0	\$ -
4. General Public Outreach Services	20	60	20		40	140	\$ 18,200.00
HOURS SUB-TOTALS	20	60	20	0	40	140	
CONTRACT RATE PER HOUR	\$180.00	\$150.00	\$100.00	\$100.00	\$90.00		
TOTAL LABOR COSTS	\$3,600.00	\$9,000.00	\$2,000.00	\$0.00	\$3,600.00	\$18,200.00	
TOTAL PROJECT HOURS	20	60	20	0	40	140	
PROJECT TOTALS	\$3,600.00	\$9,000.00	\$2,000.00	\$0.00	\$3,600.00	\$18,200.00	
TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS	14.29%	42.86%	14.29%	0.00%	28.57%		

**WORK AUTHORIZATION NO. 3
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of Contract No. 22-07-02 " (the Agreement) entered into by and between the City of Socorro, Texas (City), and CEA Engineering Group, Inc., (the Engineer).

PART I. The Engineer will perform Construction Engineering Inspection (CEI) services for the Rio Vista Rd. and Bovee Rd. Bridge Replacement Projects described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the City and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is **\$572,210.70** and the method of payment is **Specified Rate Basis** as set forth in Attachment E of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the Agreement, and Attachment A, General Provisions, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 21, 2025, unless extend by a supplemental Work Authorization as provided in Attachment A, General Provisions, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

THE CITY OF SOCORRO

(Signature)

(Printed Name)

(Title)

(Date)

LIST OF EXHIBITS

EXHIBIT A	Services to be provided by the City
EXHIBIT B	Services to be provided by the Engineer
EXHIBIT C	Work Schedule
EXHIBIT D	Fee Schedule/Budget

EXHIBIT A
SERVICES TO BE PROVIDED BY THE CITY

The City shall perform and provide the following in a timely manner so as not to delay the service to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Place at Engineer's disposal all reasonably available information pertinent to the project, including previous reports, drawings, specifications, or any other data relevant to the project.
3. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information and interpret and define Authority's decisions with respect to the services to be provided by the Engineer.
4. Render decisions and approvals, as soon as reasonably possible to allow for the expeditious performance of the service to be provided by the Engineer.
5. Review Engineer's request for information, approval and payment in a timely manner.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide the following scope of services for the Construction Engineering Inspection (CEI) services for the following project:

RIO VISTA RD. AND BOVEE RD. BRIDGE REPLACEMENT PROJECTS

The work to be performed by the Engineer shall consist of managing construction of specific operations and to provide Engineer Led Inspection Teams (ELIT) to perform various CEI services, that include, but are not limited to, the following:

CONSTRUCTION CONTRACT ADMINISTRATION

The Engineer shall be knowledgeable about contract administration and administer the contract in accordance with Items 1-9L of the current, unless otherwise noted, version of TxDOT's Standard Specifications for the Construction and Maintenance of Highways, Streets and Bridges (Spec Book). The Engineer shall:

A. Contractors Scope of Work

1. Attend pre-bid conferences
2. Attend and document Formal and Informal Partnering Meetings.
3. Changes in the Work
 - Provide the estimated cost of change orders and assist with negotiations, if requested.
 - Develop plans to address design needs due to field changes. Inspection of this work shall be done by a firm other than the one providing the design. This work must not address errors and omissions.
 - Identify and make recommendations to the City for the corrections of plan errors and omissions, substitutions, defects, and deficiencies in the work of the contractor, subcontractors, vendors, or others.
 - Identify and address Differing Site Conditions
 - Assist with negotiations related to Requests for Additional Compensation.
 - Assist negotiating dispute resolutions.

B. Control of Work

1. Track all shop drawing submittals, reviews, and approvals.
2. Review work schedule, plan changes, construction issues, traffic changes, and public information topics, including review and approval of the contractor's baseline schedule as well as monitoring the schedule.
3. Evaluate conformity with plans, specifications, and special provisions.
4. Review construction surveying.
5. Perform inspection related to the following:
 - Environmental requirements.
 - Traffic control plans and devices.
 - Preparing right of way (ROW), clearing and grubbing, removing concrete, and others.
 - Excavation, Embankment, Borrow and Flex Base.
 - Lime Fly Ash or Lime-Fly Ash Treated Subgrade and Base, Cement Treated Subgrade and Base, Asphalt Treatment (Plant Mix).
 - Surface Treatments, Hot-Mix Asphalt Pavements, Permeable Friction Course.
 - Basic Reinforced Concrete, Batch Plant Inspection.
 - Drainage Systems and Pre-cast Items, Earthwork For Structures, Miscellaneous Concrete Structures (Sidewalks, Driveways, Curb & Gutter, Medians, Islands).
 - Landscape and Revegetation, Topsoil, Compost.
 - Mechanical Stabilized Earth (MSE) Retaining Walls, Soil Nail Retaining Walls

- Foundations (Pile Driving), Foundations (Drilled Shafts), Substructures (Columns, Caps, Footings, Culverts)
 - Superstructures (Decks, Setting and Grading Beams, Girders and Rails).
 - Concrete Pavements, Cleaning and Sealing Joints and Cracks.
 - Concrete Traffic Barrier, Metal Beam Guard Fence (MBGF), Guardrail End Treatments, Crash Cushion Attenuators.
 - Permanent Signing and Supports, Striping, Prefab Pavement markings, Raised Pavement Markers.
 - Traffic Signals and Illumination.
 - Structural Bolting and Large Diameter Foundation Bolts.
 - Other assets as installed.
6. Final Acceptance
- Prepare and maintain a punchlist
 - Perform Final Inspection
 - Verify Cleanup
 - Verify Removal of Traffic Control Devices
 - Verify final quantities

C. Control of Materials

1. Verify that materials are procured in compliance with Buy America and Buy Texas provisions.
2. Verify all materials meet specifications and are performing as designed.
3. Verify that all manufacturer warranties are provided as required.
4. Perform material testing and inspection at various locations, including laboratory, field, plant, and stockpile, utilizing required methods and equipment. Sources of materials to be tested might include:
 - Stored materials.
 - Materials found on the ROW.
 - Recycled materials.
 - Hazardous materials.
 - Surplus materials.

D. Legal Relations and Responsibilities

1. Ensure CEI team members follow the City's ethics policy regarding relationship with the Contractor. Engineer shall notify City when any ethics-related issues arise.
2. Safety
 - Organize and attend a Safety Preconstruction Meeting.
 - Monitor the project for public safety and efficiency issues.
 - Monitor contractor operations for safety and shut down unsafe operations as discussed in the safety preconstruction meeting.
 - Monitor the contractors' traffic control every day the contractor works, checking the entire project from the traveling public's perspective to ensure thoroughness, clarity, and appropriateness of all traffic control devices.
 - Perform monthly day and nighttime inspection of Traffic Control devices.
3. Monitor contractor's and subcontractors' compliance with applicable laws.
4. Verify that contractor has acquired all required permits, training, and licenses.
5. Perform inspections required by Storm Water Pollution Prevention Plan (SWP3), erosion control measures, and Municipal Separate Storm Sewer System (MS4) inspections.
6. Monitor cultural or natural resource sites within the project limits as shown on the plans or as discovered.
7. Verify that contractor has satisfactorily completed all work for which he is responsible.
8. Verify that all electrical requirements have been satisfied.
9. Verify contractor's payroll and perform appropriate wage rate surveys.

E. Monitor Prosecution and Progress

1. Monitor prosecution of work
2. Prior to Contractor's use of a subcontractor on the project, verify that the subcontractor has been approved by City. If that subcontractor has not been approved by City, notify City of Contractor's intended use of an unapproved subcontractor.
3. Contract time charges
 - Develop daily work reports (DWRs).
 - Maintain all job records including documents such as test reports, emails and other correspondence, and material tickets.
 - Maintain all documentation using the electronic filing system preferred by the City.
4. Project Schedules
 - Analyze time impact analysis (TIA's) if contractor requests more time.
 - Analyze contractor's schedules on a monthly basis.
 - Perform Critical Path Methodology (CPM) schedule analysis.
 - Create and maintain a Project Schedule Status Report (PSSR).

F. Measurement and Payment

1. Perform measurement and documentation of quantities on appropriate forms and in accordance with appropriate specifications and bid item descriptions.
2. Prepare progress payments by established deadlines.
3. Monitor Materials on Hand and provide for payment in monthly progress payments.
4. Develop Change Orders as appropriate for Payment of Extra Work.
5. Monitor Contractor's compliance with contract provisions related to payments to subproviders.

G. Prepare Project Closeout

1. Perform Final Inspection with required personnel.
2. Provide as-built plans.
3. Prepare all project records for electronic storage as requested or approved by the City.

GENERAL REQUIREMENTS

The Engineer shall provide all labor, equipment, tools, and incidentals to inspect, sample, test, and recommend acceptance to the City on the specific construction operations as defined in the scope of services.

The Engineer, shall be responsible for Engineer Led Inspection Teams (ELITs) to ensure the specific operations as defined within the work authorizations are conducted in accordance with the construction plans, specifications, special specifications, and special provisions.

The Engineer shall provide certified personnel, as outlined in the Quality Assurance Program (QAP), that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must be certified. The Engineer shall provide copies of current certifications and a completed form 2682, Design-Bid-Build Quality System Inspection – Commercial Laboratory documenting accreditation of the testing laboratory, equipment calibration and verification, and technician certifications to the district laboratory at the Preconstruction Meeting.

The Engineer shall perform all tests and services at the Engineer's facility as shown on the contract, except tests performed at the plant or on the roadway. The laboratory shall be accredited by the State Lab Qualification Program outlined in the Quality Assurance Program (QAP) for Design-Bid-Build Projects. In addition to submitting form 2682 at the beginning of the project, the Engineer shall perform an audit follow up every twelve months for the remaining duration of the contract.

Upon execution of the contract, the Engineer shall be able to meet the requirements for certification and accreditation according to the State's quality assurance program. If the Engineer is unable to meet the requirements, within sixty (60) days of execution of the contract, the contract is subject to termination.

The Engineer shall assist and advise the City in matters of policy and procedure, and generally accepted industry practices. The Engineer shall identify deficiencies in the work of the contractor, its subcontractors, vendors, and consultants in the specific construction operations and inform the State of these deficiencies.

The Engineer shall coordinate with the City to schedule inspection of contractor work activities. The Engineer shall be on-site performing inspection duties at any time the work is being performed including nighttime hours and weekends as required by the planned construction work. No overtime will be paid without prior approval from the City.

The scope of the project is based on the construction contract construction schedule, added days to the schedule as well as a closeout period. The Engineer shall close out the project and ensure that documentation and project related issues have been resolved and submitted to the City by the Engineer.

The Engineer shall attend meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, Pre-Paving meetings, etc. The Engineer shall provide required documentation for these meetings.

The Engineer shall provide "work around" ideas to keep project moving when there is a utility or ROW conflict.

The Engineer shall assist the City throughout all aspects and phases of construction operations and shall, when requested by the City, fully support the City in its dealings with the contractor, suppliers, subcontractors, other engineers, legal counsel, accountants, other consultants, government entities, utilities, property owners, and the general public.

The Engineer shall provide qualified technical and professional personnel that adhere to professional standards consistent with those typically met by nationally known and highly regarded construction management firms. Unless otherwise instructed by the City, the Engineer shall minimize the need for the City to apply its own resources to assignments.

As used below, "ensure" means to make certain that something has happened or will happen, and includes an obligation to deploy the appropriate level of engineering or other technical expertise, consistent with the complexity, cost, and level of risk associated with a task. Ensure does not require the completion of any task assigned to a separate entity under any other agreement.

Relevant Standards, Manuals, and Policies. The Engineer shall be responsible for the Construction Engineering and Inspection of an assigned project to verify it is constructed in accordance with the construction plans, specifications, special specifications special provisions, standard drawings, and Department Material Specifications. The Engineer shall verify compliance with all relevant standards, QAP, manuals, and policies, including the Construction Contract Administration Manual (CCAM), and the current version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (Spec Book), special specifications, and special provisions, unless otherwise noted. The Engineer shall follow the TxDOT June 2018 Guide Schedule for Sampling and Testing, the appropriate district procedures, the guidelines in TxDOT Utilities Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and all manuals accessible on the State's external Website. The Engineer shall use appropriate TxDOT or other test methods.

The Engineer shall have knowledge in grading of permanent metal deck forms and precast concrete panels. The

Engineer shall have knowledge and proficiency with the Bridge Geometry System (BGS). The Engineer shall have knowledge in Bridge Foundation and Design Utilizing Texas Cone Penetrometer Founding methodology, knowledge of OSHA regulations and knowledge in Bridge Structural analysis, specifically the ability to analyze structures which may be subjected to construction loading (cranes, heavy construction equipment).

Level of Authority as Granted by the City. The City may delegate to the Engineer a level of decision making authority the City deems appropriate. To be effective, any delegation of authority by the City to the Engineer must be in writing. This will be further described under the appropriate tasks. The Engineer shall assist and advise the City in matters of policy and procedure, and generally accepted industry practices.

Plan Errors and Omissions by Others. The Engineer shall provide services including identification and recommendation of corrections of plan errors and omissions, substitutions, defects, and deficiencies in the work of the contractor, its subcontractors, its vendors and its consultants and coordinate all efforts to meet the project budget and schedule. Any plan errors submitted by the contractor shall be addressed with the State immediately.

Hours of Work. The Engineer shall coordinate with the City to schedule inspection of contractor work activities. The Engineer shall be required to work during nighttime hours and on weekends as required by the planned construction work.

During the project, weather conditions, project delays, or work stoppages might reduce the need for personnel. If requested by the City, the Engineer shall reduce the weekly individual work hours of its and its subcontractor's personnel to the number of hours instructed by the City, which may be less than forty (40). The Engineer shall manage the overtime accordingly.

No overtime will be paid without prior approval from the City. The scope is based on the construction contract construction schedule, and added days to the schedule, as well as a closeout period. The Engineer shall close out the project, which includes verifying that all documentation and project related issues have been resolved and submitted to the City by the Engineer.

Progress Reporting and Invoicing. The Engineer shall invoice according to the Function Code breakdowns as shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D"-Fee Schedule, of each Work Authorization. The Engineer shall submit each invoice electronically.

On a monthly basis, the Engineer shall enter their Historically Underutilized Business (HUB) or Disadvantaged Business Enterprise (DBE) Reporting and Projected vs. Actual information.

The Engineer shall submit a monthly written progress report to the City's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.

Field Office Equipment. Unless otherwise provided by the construction contractor, the Engineer shall provide and maintain all computer equipment, software applications, printers, and phones necessary for the Engineer to perform the work. At the completion of the contract, the Engineer shall retain all computer equipment, printers, cell phones, and software that were provided by the Engineer.

Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and

(2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

Construction Issues and Conflicts. The Engineer shall identify, track, and assist in the resolution of construction issues and conflicts. The Engineer shall provide data to the Area Engineer and the Area Engineer's representatives to support monitoring and recording of construction activities.

TASK DESCRIPTIONS AND FUNCTION CODES

FUNCTION CODE 145 (145, 164) – MANAGING CONTRACTED/DONATED PE

A. PROJECT MANAGEMENT AND ADMINISTRATION

1. The Engineer shall be responsible for directing and coordinating all activities associated with the project to comply with State policies and procedures, and to deliver that work on time.
2. The Engineer shall coordinate all subconsultant activity including quality of and consistency of work and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.
3. The Engineer shall:
 - a. Prepare monthly written progress reports for each project.
 - b. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization.
 - c. Meet on a scheduled basis to review project progress.
 - d. Prepare, distribute, and file both written and electronic correspondence.
 - e. Prepare and distribute meeting minutes.
 - f. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

DELIVERABLES

The Engineer shall provide the following:

- Monthly written Progress Reports.
- Detailed Work Schedule.
- Project Meeting minutes.
- Written and electronic correspondence and other work-related communication documentation.
- Phone and Conference call log and other related documentation.

FUNCTION CODE 300 (310) – GENERAL FUNCTION

A. PROJECT SUPERVISION

1. For Traffic Control Inspection, the Engineer shall:
 - a. Review plan sheets for Traffic Control Plan (TCP) changes or modifications.
 - b. Verify that all lane and ramp closures follow State guidelines and lane restrictions as found in the project plans.
 - c. Ensure that all lane closure information is sent to the assigned City Public Information Coordinator (PIC), and others as directed one week prior to the closure.
 - d. Ensure that if scheduled lane closures are cancelled, a City's (PIC), and others, as directed, are notified immediately with updated information.
 - e. Coordinate lane closures with the City staff.
 - f. Oversee project barricades and signs on a daily basis and coordinate corrections with the contractor as required.

- g. Perform inspections of barricades and report to contractor on Form 599. A minimum of two barricade inspections (one daytime and one nighttime at approximately two-week intervals) must be performed per month. The first monthly night inspection must be performed as soon as possible after the initial set-up of the barricades.
 - h. Coordinate with the City so that a barricade inspection report is performed and coordinate corrections with contractor.
 - i. Complete Form 599, documenting deficiencies or actions needed and submit to contractor for corrective actions. The Engineer shall document when the deficiencies or actions are addressed and escalate as required. Once completed, the Engineer shall send to the City for review. The Engineer shall not retain or distribute copies of Form 599 to any individual via email.
 - j. Ensure that contractor makes repairs to critical items immediately, that other deficiencies or actions are addressed as soon as possible per item 502 Barricades, Signs, and Traffic Handling, and, if needed enforce non-payment of item.
 - k. Ensure all items meet requirements of TMUTCD, TCP, standards and specifications and State compliant list, which include at a minimum:
 - proper devices are used.
 - devices are clean and free of damage.
 - devices are properly aligned and spaced.
 - devices have proper reflectivity.
 - pavement markings are performing properly.
 - proper flagging procedures are followed.
 - signs are properly mounted and not leaning.
 - the overall set up is in compliance.
2. For Project Coordination, the Engineer, as directed by the City, shall provide the following in writing (e.g., meeting minutes and e-mails):
- a. Conduct weekly coordination meetings on the project with the City Representative, contractor, subcontractors and other interested parties.
 - b. Prepare logs to track status of items such as change orders, issues, request for information (RFIs), and shop drawings.
 - c. Participate in safety meetings as required.
 - d. Conduct pre-activity meetings for major operations or traffic control changes.
 - e. Review the work schedule, plan changes, construction issues, submittal progress, traffic changes, public information topics, and all other relevant matters including reviewing and approving the contractor's baseline schedule to verify the contractor has followed the approved Traffic Control Plan and all work has been incorporated into the schedule.
 - f. Monitor the progress of the contractor's approved schedule and the progress of the work with the goal of meeting the contract completion date, review and monitor the contractor's work schedule monthly and recommend to the City any changes or needed changes to the schedule, and notify the City if the schedule does not adequately reflect appropriate completion dates, reasonable resources, or errors in logic. If additional time is requested by the contractor, the Engineer shall review the contractor's request and verify the time impact analysis.
 - g. Analyze the contractor's monthly CPM schedule, provide recommendations for modifications or acceptance, and verify the CPM schedules follow all guidelines described in the specifications. Any revisions to the schedule must be approved by the City.
3. For Project Correspondence, the Engineer shall:
- a. Upon receipt of written correspondence from the contractor, draft a response within five working days for the City to review, comment, approve, and sign. The Engineer shall track all correspondence, approved or outstanding. The Engineer shall send all informal correspondence

to the City via e-mail. The Engineer shall send all formal correspondence to the City on the Engineer's letterhead.

- b. Manage project issues and work directly with the contractor as directed in writing by the City.
- c. Escalate any major project issues to the City.
- d. Copy the City's Project Manager (PM) on all internal and external correspondence.

DELIVERABLES

The Engineer shall provide the following:

- Monthly Barricade Inspection Reports
- Baseline Schedule review
- Monthly Update Reviews and preview of upcoming month
- Weekly meeting minutes
- Project logs with status, responsible party, and impact.
- Time Impact Analysis Reviews

FUNCTION CODE 300 (320) – GENERAL FUNCTION

A. INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS

1. The Engineer shall inspect work incorporated into the project as assigned by the City. The Engineer shall:
 - a. Verify that the project is built according to the plans and specifications, and all contract documents.
 - b. Verify the accuracy of the work and determine pay quantities by making measurements as assigned by the City.
 - c. Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, measurement and payment.
 - d. Verify daily quantities for each item of work performed and tabulate into a monthly pay estimate to the contractor. The Engineer shall furnish estimate to the City for execution of payment.
 - e. Enter measurement and payment information daily for the items inspected by the Engineer personnel.
 - f. Verify all material sourcing information is entered and address all material or testing deficiencies on a monthly basis.
2. The Engineer shall maintain all records on the project in compliance with State procedures including Daily Work Reports (DWR), diaries, shop drawings and submittals, RFI drawings and sketches of measured items, sets of plans, record set plans, material on hand forms, and general correspondence.
3. The Engineer shall verify whether drilled shaft or pile installations have been properly performed. Inspector must have knowledge in geological materials to ensure proper founding is achieved, proper underwater and slurry displacement, concrete placement procedures are used, and proper use of steel casing for dewatering and stability applications are implemented.
4. The Engineer shall verify appropriate mill tests, materials approval and Buy America certifications are available as required.
5. The Engineer shall verify Historically Underutilized Business (HUB) documentation; Commercially Useful Function reviews; and Prompt Pay and Wage rate surveys are complete and correct. The Engineer shall verify corrections are made by the contractor.
6. The Engineer shall verify and document all contractors' Form CST-C_1 (Additional Classification and Wage Rate Request) and Form 2182 (Commercially Useful Function Site Review) as directed.
7. For Monthly Progress Estimates, the Engineer shall:
 - a. Prepare all monthly progress estimates for approval and submit them on the date that is determined for each estimate cycle.
 - b. Prepare a preliminary estimate each month for the contractor and City to review.
 - c. Verify all quantities and coordinate with the contractor when discrepancies arise.
 - d. Submit a copy of the work report at the end of each week to the contractor for concurrence.

- e. Make recommendation for payment for work inspected during the month.
- 8. The Engineer shall maintain a log of all contractor submittals including RFI's, shop drawings, concrete, police officer hours, material testing requirements, material on hand, reviews, approvals, and any other logs deemed necessary by the City. The Engineer shall deliver the log to the City at City's request.
- 9. The Engineer shall administer the material on hand, process necessary paperwork, and shall:
 - a. Verify eligibility for payment of any material requested for payment of material on hand.
 - b. Monitor and verify material on hand before processing the payment per the requirements of the specification.
 - c. Perform on-site and off-site checks, as directed by the City, to verify material is part of the contractor's inventory.
 - d. Collect paid invoices, certifications, and testing information from the contractor to justify the use of material on hand within sixty (60) days of the progress payment.
 - e. Remove the material from the estimate, if no invoices are provided within sixty (60) days.
 - f. Spot check on-site and off-site the material on hand and document for accuracy.
 - g. Maintain a log per State's procedures.
- 10. For the Environmental Process, the Engineer shall:
 - a. Follow all current Storm Water Management guidelines and verify SWP3 and Environmental Permits Issues and Commitments (EPIC) sheet requirements are followed.
 - b. Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
 - c. Maintain the SWP3 working drawings, which must be located in the field office at all times.
 - d. Maintain documentation in accordance with the Texas Pollutant Discharge Elimination System's (TPDES), and Construction General Permit (CGP).
 - e. Perform SWP3 inspections in accordance with the frequency required on the State's Form 2118.
 - f. Verify that the contractor follows the guidelines of the CGP.
 - g. Notify the City immediately in the event the contractor fails to make the corrections required by the CGP.
 - h. Provide all environmental correspondence to the City.
 - i. If there are any change orders or added construction that will impact the Environmental document, coordinate with the City to provide the necessary documentation.
 - j. Maintain a separate SWP3 working copy of plan set and verify it is updated as required to remain in compliance.
 - k. Provide personnel certified in EMS Training Matrix, ENV103 and ENV300, or equivalent.
- 11. For Documenting and Reporting, the Engineer shall:
 - a. Prepare a DWR for each day of work from the begin work date until final acceptance. All inspectors must prepare their own DWR each day they are on the project. Each DWR must have the weather recorded for that day, including temperature high and low, weather conditions, all visitors to the project, traffic conditions, lane closure hours, police officer names and hours worked, portable message sign hours, instruction given to the contractor, the contractor work hours, the contractor's equipment and utilization, equal employment opportunity (EEO) issues, safety concerns, SWP3 information, and accidents. When recording information pertaining to accidents, record only factual information as observed; not personal opinion. Include the subcontractors on the project, the number of hours on the project, the work they are performing, and items for payment.
 - b. Maintain all relevant subcontractor forms, contract assurance logs, agreements, and statements of compliance.
 - c. Submit subcontractor approval requests to the City (including hauling trucks). Once the City has approved subcontractor approval requests, the City will pay the contractor for the work performed by the subcontractor.
 - d. Fill out the DWR work items tab as a means to pay for items of work inspected. Input the station number, supporting calculations, quantity being paid, any comments or remarks necessary, and

- any other information to properly distinguish the item being paid. Refer to specific plan sheets in comments provided in the DWR.
- e. Maintain hard copies of measurements and attachments that support the calculations and quantities listed in the DWR's.
 - f. Maintain a daily diary on the project. This diary will allow the Engineer to recommend payment for the items listed in the DWR and to charge time on the project and maintain milestone charges, if applicable. No paper diary will be maintained.
 - g. Identify items that will overrun and under run during the course of the project. These must be addressed via change order per the State policy.
 - h. Follow State's Concrete Procedures for field concrete specimens.
 - i. Provide a person certified to inspect electrical work for all electrical items.
 - j. Follow all railroad procedures and certifications required when working on the railroad ROW.
 - k. Maintain a set of project records and setup according to State procedures.
 - l. Coordinate with the City for the State District Audits to be performed. Track resolution of audit deficiencies.
12. The Engineer shall provide all items that are listed under the Field Office Equipment Section of this scope.
13. Construction Scheduling Support Services (Primavera Scheduling Software)
- a. Preliminary and Baseline Schedules
 - The Engineer shall review, analyze, and provide recommendations and submit a review report on Contractor's preliminary schedule.
 - The Engineer shall review, analyze, and provide recommendations and submit a review report on the contractor's baseline schedule.
 - The Engineer shall attend Preconstruction Meeting and any other required meetings.
 - b. Schedule Updates (Progress and Revised)
The Engineer shall:
 - Review and analyze: Contractor's monthly progress schedule updates, and submit updated Schedule Review Report. Include a detailed review of critical and near critical activities. Compare current update to previous updates using Claim Digger.
 - Review and analyze Contractor's monthly schedule updates for revisions and submit Revised Schedule Review Report. Compare revision to previous version of schedule using Claim Digger.
 - Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
 - Schedule monthly site visits.
 - Upon the City's request, coordinate with the City's personnel on adjacent projects to determine possible conflicts or impacts.
 - From interim schedule updates provided by the Contractor, identify changes in critical path or changes in controlling delays.
 - Identify possible future scheduling conflicts and report.
 - Develop a Project Schedule Status Report (PSSR) to monitor project completion dates, identify actual and potential critical path slippage, and recommend strategies for mitigating critical path delays.
 - Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
 - Verify that schedule updates are separate: Progress Schedule vs. Schedule Revisions (Revisions require the State's approval) in accordance with the specifications.
 - Attend meetings on an as needed basis.
 - c. Time Impact Analysis (TIA)
The Engineer shall:

- Review and analyze TIAs from the contractor in accordance with the Special Provision or the latest version or applicable Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Spec Book.
 - Coordinate with City personnel to determine the validity of the TIAs.
 - Assist in analyzing Delay Claims.
 - Provide report for the justification of granting or rejecting time requested to the City.
 - Review overhead documentation for compensable delays.
 - Recommend scheduling alternatives to mitigate impact resulting from conflict to the City.
 - Perform independent TIA as an alternative to Contractor submittal.
 - Monitor PSSR to verify the TIA process.
- d. General
- The Engineer shall:
- Investigate, analyze and recommend resolution to mitigate schedule impacts between adjacent construction contracts as directed by the City.
 - Inform the State's Area Engineer and District Construction Office of upcoming lane closures and high demand inspection needs.
 - Inform the State of milestone status; major traffic changes, and project completion for posting the project web page by the City.
 - Review contract time determination schedules and provide written summary of findings.

DELIVERABLES for items 1-12

The Engineer shall provide the following:

- Monthly Project Estimates (with hard copies of measurements and attachments that support the calculations and quantities listed in the estimate).
- Monthly 3rd party estimates.
- Monthly Material on Hand forms (TxDOT Forms 1914 and 1915) HMA CX2 forms.
- Paid invoices for material on hand.
- Documentation for extra work.
- SWP3 Working Plan Set.
- Weekly SWP3 inspections (TxDOT Form 2118 Form).
- One DWR per day by each person, inspection items of work on the project (record in Site Manager) and supporting hard copy documentation.
- All drilled shaft or pile logs (record in Site Manager).
- One Diary per day by the Project Engineer or Project Manager (record in Site Manager).

DELIVERABLES for Item 13

The Engineer shall provide the following:

- **Contract Time Determinations**, which include the following:
 - Contract Time Determination Schedules with the listing of activities, production rates, quantities and durations to support the resulting contract time.
- **Baseline Schedule Review Reports**, which include the following:
 - Transmittal letters providing summary of findings and recommendations to accept or reject the preliminary or detailed (baseline) schedule.
 - Draft letters for City's signature notifying Contractor of schedule acceptance or rejection.
 - Completed Checklists for Schedule Review
 - Detailed listings of schedule deficiencies.
 - Any other documentation to support findings.
- **Schedule Updates (Progress and Revised) Review Reports**, which include the following:
 - Progress Schedule Review Report

- Transmittal letter to City providing the following:
 - Summary of findings
 - Lists identifying potential critical path impacts; and
 - Recommendations to accept or reject the update.
 - Draft letter for City's signature notifying Contractor of schedule update acceptance or rejection.
 - Completed Checklist for Progress Schedule review
 - Detailed listing of schedule deficiencies.
 - Claim Digger output with written explanation of the results summary form.
 - Updated Project Schedule Status Report (PSSR)
 - Plots of look-ahead schedules showing work planned for next 2 months.
 - Any other documentation to support findings.
 - Revised Schedule Review Report
 - Transmittal letter to City providing summary of findings and detailed discussions of revisions including the following:
 - Changes to critical path due to the revision,
 - Changes to the project calendars,
 - Changes to resources or sequencing,
 - Discussions of the positive and negative effects of the revisions and,
 - Recommendations to accept or reject the revision
 - Draft letters for City's signature notifying Contractor of schedule update acceptance or rejection.
 - Updated Project Schedule Status Reports (PSSR)
 - Claim Digger output with written explanation of the results summary form.
 - Any other documentation to support findings.
 - **Time Impact Analysis Review Report**, which includes the following:
 - Transmittal letter to City providing summary of findings and recommendations to accept or reject the time impact analysis.
 - Draft letter for City's signature notifying Contractor of TIA acceptance or rejection.
 - Copies of recommended scheduling alternatives to mitigate impacts resulting from conflicts
 - Independent TIA(s) as an alternative to Contractor's TIA submittals.
 - **Progress Report**, which includes the following:
 - A progress report that compares planned construction performance, expressed as percentage complete, with actual performance.
 - Summary statements regarding accomplishments during the reporting period and listings of major concerns and issues pertaining to construction progress.
 - A summary progress report will be developed and maintained that shows the overall status of the entire construction project for presentation.
 - A 90 day look ahead of critical and near critical activities:
- B. UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION**
1. The Engineer shall provide a Utility Coordinator to coordinate all activities with the State, or the State's designee, for the orderly progress and timely completion of the State construction phase.
 2. Engineer shall provide a Utility Coordinator to perform non-engineering utility coordination services consisting of coordinating with State, or State's designee, all utility-related activities for the orderly progress and timely completion of the construction phase of the project. Utility Coordinator, at a minimum, must:
 - a. **Work Plan.** Coordinate a work plan including a list of the proposed meetings, coordination activities, and related tasks to be performed; a schedule; and an estimate. The work plan must satisfy the requirements of the project and must be approved by the State prior to commencing work.

- b. **Conflict Matrix.** Create and maintain a list of utility conflicts and their impact to the project. Update the list following each progress meeting.
- c. **Initial Project Meeting.** Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements, and prepare a written report of the meeting.
- d. **External Communications.** Coordinate all activities with the State and its consultants or other contractors or representatives, as authorized by the State. Provide the State copies of diaries, correspondence and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the State.
- e. **Progress Meetings.** Implement a schedule of periodic meetings in the field with each utility company and owner or owner's representatives for coordination purposes. Such meetings must commence as early as possible and continue until completion of the project. Notify the State at least two business days in advance of each meeting to allow the State the opportunity to participate in the meeting. Provide and produce meeting minutes of all meetings between State (or State's representatives) and utility companies within seven business days. The frequency of such meetings must be appropriate to the matters under discussion with each utility owner.

DELIVERABLES

The Engineer shall provide the following:

- Work Plan for approval by the State
- Conflict Matrix
- Initial Project Meeting notes and On-site Inspection notes
- Copies of diaries, correspondence and other work-related communication documentation
- Progress Meeting notification
- Progress Meeting minutes

FUNCTION CODE 300 (330) – GENERAL FUNCTION

A. JOB CONTROL

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. The Engineer shall meet the minimum sampling frequencies set out in the TxDOT Guide Schedule applicable to the project for Sampling and Testing for materials. The testing must include the following materials and all the components of the materials listed: Asphalt, Concrete, Soils, and Aggregates. The estimated number of samples and tests are based on quantities in the executed construction contract.
 - a. The Engineer shall ensure the testing is completed and input into the tracking software. NOTE: The contractor is responsible for testing Item 360 Concrete Paving.
 - b. The Engineer shall provide certified personnel, outlined in their Quality Assurance and Quality Control (QA/QC) plan, that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project.
 - c. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TXAPA) for Hot Mix Asphalt, ACI for concrete, and the Soils and Base Certification Program, as listed below.
 - d. The Engineer shall provide certified technicians to perform the following tests:
 - Hot Mix Asphalt Testing, HMAC
 - Level 1A
 - Level 1B
 - Level 2

- All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level 1A, Level 1B, or Level 2 will be administered by the state central lab per the QAP.
- Concrete Testing, ACI-American Concrete Association
 - Concrete Field Testing Technician - Grade I
 - Concrete Strength Testing Technician
 - Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not covered by ACI Field and Strength Testing will be administered by the state central lab per the QAP.
- Soils and Base, HMA
 - SB 101 Properties Specialist
 - SB 102 Field Specialist
 - SB 103 Materials Analyst Specialist
 - SB 201 Strength Specialist
 - SB 202 Compressive Strength Specialist
 - AGG101 Aggregate Specialist
 - Other tests outlined in the Manual of Testing Procedures 100-E Series or ASTM Procedures that are not covered in AGG101, SB101, SB102, SB103, SB201 and SB202 testing will be administered by the state district lab per the QAP.
- e. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule to Sampling and Testing dated June 2018. The Engineer shall follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased if directed by the State.
- f. When appropriate, the Engineer may request that one or more tests be waived by State. The Engineer shall perform all required tests unless otherwise instructed by State in writing.
- g. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work. The Engineer shall:
 - Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract requirements.
 - Verify all materials used meet specifications or identify materials that do not meet specifications and recommend action which should be taken.
 - Certify that all materials used during construction meet the specifications as outlined in the Site Manager Support System.
 - Work closely with the State to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Xite Report in Site Manager.
 - Enter all test data in Site Manager.
 - Enter all mix designs, for both concrete and asphalt, into Site Manager.
 - Report failing tests to the State within 24 hours.

DELIVERABLES:

The Engineer shall provide the following:

- Monthly Deficiency Reports to track material issues (one per month)
- Certification Verifications
- Testing documentation as applicable
- Letters of Certification
- Test Exception Letter

FUNCTION CODE 300 (351) – DESIGN VERIF/CHANGES/ALTER

A. DESIGN VERIFICATION, CHANGES AND ALTERATIONS

1. Change Orders

- a. The Engineer shall review the CCAM on change orders to understand the State's policy.
- b. The Engineer shall provide an estimated cost of change orders to the City and aid the City in price negotiations of new pay items added by change order. The Engineer shall review the information submitted by the contractor to verify the prices are within the current State wide or district bid averages. If the price exceeds the bid averages, the Engineer shall review the breakdown to ensure the contractor is using the allowed mark-ups as specified in the Spec Book. The Engineer shall verify that prices are fair and reasonable based on the time, material, equipment and labor necessary to perform the work.
- c. The Engineer shall provide appropriate documentation including justification for the change order, revised drawings and plan sheets with appropriate design backup documentation, cost breakdowns, time impacts, and change order descriptions. The Engineer shall record this information for execution by the City.
- d. The Engineer shall work with the City on submitting change orders. The City must sign change orders.
- e. The Engineer shall coordinate with the City by sending all change orders to the assigned district for funding before a change order is sent to the contractor.
- f. The Engineer shall provide all documentation supporting the need for any change orders.
- g. The Engineer shall provide all plan sheets associated with change orders. The plan sheets must be signed, sealed and dated by a Texas Registered Professional Engineer. The Engineer shall not perform inspections on their design. The City will perform or the City will use another provider to perform inspections on the Engineer's design.
- h. The Engineer shall provide completed district's Change Order Checklist, signed by the Engineer.
- i. The Engineer shall follow any current and new processes that are mandated by the State.
- j. If third party funds are associated with the change order, the Engineer shall assist as needed.

2. Submittal, Tracking and Approval of the Shop Drawings

- a. The Engineer shall log, monitor, and coordinate the contractor's submittals of fabrication plans, erection plans, shop drawings, change orders, Material on Hand, time extensions, product and material submittals, and Requests for Information (RFI).
- b. The Engineer shall forward submittals and shop drawings to the appropriate party and verify return of documents.
- c. The Engineer shall address RFI's as directed by the City.
- d. The Engineer shall make recommendations to the City for resolution of any RFI's and draft any correspondence necessary for the resolution of the RFI.
- e. The Engineer shall coordinate RFI resolutions with appropriate party as directed by the City.
- f. The Engineer shall submit all shop drawing electronically as outlined in the "Guide to Electronic Shop Drawing Submittal".
- g. The Engineer shall track all shop drawing submittals, reviews, and approvals.

DELIVERABLES:

The Engineer shall provide the following:

- One or more sealed, revised plan sheets for applicable changes made, and corresponding recommended change orders
- All change orders funded by the State and by the contractor
- All documentation supporting the need for any change orders
- All plan sheets associated with change orders shall be sealed by an engineer
- Complete district's Change Order Checklist, signed by an engineer
- Change Order sheets
- Log of change orders

- Logs of Shop Plan submittals (paper or electronic or both)
- Shop Plan submittals and shop drawings (paper or electronic or both)
- RFI(s) (paper and electronic)
- Recommendations on RFI(s) and draft correspondence on resolution (paper and electronic)

FUNCTION CODE 300 (352) – GENERAL FUNCTION

A. FINAL CONSTRUCTION DOCUMENTS

1. For Final Construction Documents, the Engineer shall:
 - a. Provide a comprehensive punch list to the contractor when work nears completion.
 - b. Verify that all punch list work is complete before recommending acceptance to the City.
 - c. Provide the contractor punch list to the City.
 - d. Provide final complete construction records in the format required by the City. The final complete construction records must include as-built plans, final quantities, complete test reports, final HUB reports, and project documentation (including all general correspondence that occurred during the project) within 30 days of final acceptance of the project by the City. Final project documentation shall include the following: folder labeled by item number for items requiring additional back-up; copies of all of the change orders with back-up; Material Invoices back-up; Manifest tickets for all material paid by weight (Asphalt, Concrete, Lime, etc.); Material on Hand forms 1914 and 1915; Texas Department of Licensing and Regulation (TDLR) Inspections; and any other applicable records necessary to complete the review. The Engineer shall submit the correspondence folder with the final records including the as-builts when submitting the final documents.
 - e. Provide a letter to the Area Office recommending certification that the project was constructed in substantial compliance with the plans and specifications and that materials incorporated in the construction work and operations were in conformity with the approved plans and specifications.
 - f. Contact TDLR for inspection of work performed.

DELIVERABLES

The Engineer shall provide the following:

- Final Records labeled by item number
- Manifest Tickets (Asphalt, Concrete, Hot Mix, Lime)
- Copies of all change orders created on the project
- Material on Hand forms for the duration of the project
- Barricade Inspection Forms
- TDLR Inspection Report
- Correspondence File
- As-built Plans
- Test Certification Report
- Failing Samples Report

EXHIBIT C
WORK SCHEDULE

The work schedule for the WA will follow the commencement date given the Contractor in the "Notice to Proceed" issued by the Owner. The schedule will follow the Contractor's schedule and shall run for Two Hundred and Sixty (260) WORKING DAYS, based on a Standard Work Week. In addition, the schedule will be extended to allow for project closeout. Any additional time awarded the Contractor will extend the schedule.

SUMMARY						
		SUBTOTALS	CEA	CONSOR Engineers, LLC	Wood	
FC 145 (145)	Direct Labor Cost	\$ 21,629.95	\$ 5,037.00	\$ 13,161.55	\$ 3,431.40	
	Other Direct Expense	\$ -				
FC 300 (310)	Direct Labor Cost	\$ 164,125.70	\$ -	\$ 164,125.70	\$ -	
	Other Direct Expense	\$ -				
FC 300 (320)	Direct Labor Cost	\$ 110,428.70	\$ 23,457.00	\$ 85,765.10	\$ 1,206.60	
	Other Direct Expense	\$ 35,732.00	\$ 3,552.00	\$ 32,180.00		
FC 300 (330)	Direct Labor Cost	\$ 83,018.90	\$ -	\$ 56,372.00	\$ 26,646.90	
	Unit Cost/Material Testing	\$ 24,911.00			\$ 24,911.00	
FC 300 (351)	Other Direct Expense	\$ 5,568.00			\$ 5,568.00	
	Direct Labor Cost	\$ 79,056.80	\$ -	\$ 79,056.80		
FC 300 (352)	Other Direct Expense	\$ -				
	Direct Labor Cost	\$ 35,388.40	\$ -	\$ 35,388.40		
FC 300 (390)	Other Direct Expense	\$ -				
	Direct Labor Cost	\$ 12,351.25	\$ -	\$ 12,351.25		
GRAND TOTALS * SEE ASSUMPTIONS	Other Direct Expense	\$ -				
		\$ 572,210.70	\$ 32,046.00	\$ 478,400.80	\$ 61,763.90	

TASK DESCRIPTION	Office Personnel			Field Personnel		TOTAL HOURS	TOTAL COSTS
	Project Manager	Senior Records Keeper	Admin/Clerk	Utilities Field Inspector			
	\$ 226.05	\$ 118.35	\$ 78.90	\$ 118.35			
FC 130 (130) - RIGHT-OF-WAY DATA							
LABOR COST	\$ -	\$ -	\$ -	\$ -			\$ -
FC 145 (145, 164) - MANAGING CONTRACTED/DONATED PE							
PROJECT MANAGEMENT AND ADMINISTRATION						0	\$ -
- Directing and Coordinating Project Activities						0	\$ -
- Prepare Monthly Progress Reports	16		18			34	\$ 5,037.00
- Develop and Maintain Detailed Project Schedule						0	\$ -
- Progress Meeting						0	\$ -
- Prepare and Distribute Meeting Minutes						0	\$ -
- Prepare, Distribute, and File both Written and Electronic Correspondence						0	\$ -
Subtotal Labor Hours	16	0	18	0		34	
LABOR COST	\$ 3,616.80	\$ 0	\$ 1,420.20	\$ 0			\$ 5,037.00
FC 160 (160) - ROADWAY DESIGN							
CONSTRUCTION SURVEYS						0	\$ -
- Stake Existing or Proposed Right-of-Ways						0	\$ -
- Stake Existing or Proposed Baseline/Centerline						0	\$ -
- Stake Proposed Bridge Structures						0	\$ -
- Stake Proposed Drainage Structures						0	\$ -
- Set Grade Stakes						0	\$ -
- Recover and Check Existing Control Points						0	\$ -
- Establish Additional Control Points						0	\$ -
- Check Elevations and Location of Structures						0	\$ -
Determine and Resolve Conflicts Associated with Survey Data						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FC 160 (163) - ROADWAY DESIGN							
UTILITY ENGINEERING INVESTIGATION (currently Subsurface Utility Engineering)						0	\$ -
- Quality Level D - Existing Records						0	\$ -
- Quality Level C - Surface Visible Feature Survey						0	\$ -
- Quality Level B - Designate						0	\$ -
- Quality Level A - Locate (Test Hole)						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FUNCTION CODE 300(310) - GENERAL FUNCTION							
PROJECT SUPERVISION						0	\$ -
1. Traffic Control Inspection						0	\$ -
2. Project Coordination						0	\$ -
• Meetings						0	\$ -
• Work Schedule Review and Monitoring						0	\$ -
• Analyze Contractor's Critical Path Method (CPM) Recommendations						0	\$ -
• Time Impact Analysis Review (Total of 4 TIA's)						0	\$ -
3. Project Correspondence						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FUNCTION CODE 300(320) - GENERAL FUNCTION						0	
INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS						0	\$ -
- Inspection and Verification of Work Incorporated into the Project	20			160		180	\$ 23,457.00
- Maintain Project Records						0	\$ -
- Verification of Required Documentation						0	\$ -
- Monthly Progress Estimates						0	\$ -
- Administration of Environmental Process/Inspection						0	\$ -
- Documenting and Reporting of Project Activities						0	\$ -
- Construction Scheduling Support Services						0	\$ -
• Contract Time Determination						0	\$ -
• Preliminary and Baseline Schedules						0	\$ -
• Schedule Updates						0	\$ -
• Time Impact Analysis						0	\$ -
Subtotal Labor Hours	20	0	0	160		180	
LABOR COST	\$ 4,521.00	\$ 0	\$ 0	\$ 18,936.00			\$ 23,457.00
FUNCTION CODE 300(330) - GENERAL FUNCTION						0	
JOB CONTROL						0	\$ -
- Sampling and Testing of Components and Materials						0	\$ -
• Hot Mix Testing						0	\$ -
• Concrete Testing						0	\$ -
- Attend Meeting						0	\$ -
- Testing Documentation						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FC 300 (351) - DESIGN VERIFICATION/ALTER							
The Engineer Shall provide the following:						0	\$ -
1. Change Order						0	\$ -
• Review Construction Contract Administration Manual						0	\$ -
• Estimate Cost						0	\$ -
• Provide Supporting Documentation and Justification Documents						0	\$ -
• Provide Plan Sheets						0	\$ -
2. Submittal, Tracking, and Approval of Shop Drawings						0	\$ -
• Address RFI's						0	\$ -
• Make Recommendations with Correspondence						0	\$ -
• Shop Drawings						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FUNCTION CODE 300(352) - GENERAL FUNCTION						0	
FINAL CONSTRUCTION DOCUMENTS						0	\$ -
- Comprehensive Punch List						0	\$ -
- Verify Punch List Completion						0	\$ -
- Provide Final As-Built Plans, Quantities, and Documentation						0	\$ -
Subtotal Labor Hours	0	0	0	0		0	
LABOR COST	\$ -	\$ 0	\$ 0	\$ 0			\$ -
FUNCTION CODE 300(390) - GENERAL FUNCTION						0	
CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED						0	\$ -
- Post Letting Activities Prior to Construction						0	\$ -
• Schedule and assist in Conducting Pre-Construction Conference						0	\$ -
• Monitor Known Existing Utility Facilities						0	\$ -
- Activities During Construction						0	\$ -
• Disputes and Claims						0	\$ -
• Utilities and Right-of-Way						0	\$ -
• Internal and External Agency Audits						0	\$ -
- Quality Assurance and Quality Control Plan (QA and QC)						0	\$ -
- Public Information and Coordination						0	\$ -
Subtotal Labor Hours	0			0		0	
LABOR COST	\$ -			\$ 0			\$ -
TOTAL LABOR HOURS	36		18	160		214	
TOTAL LABOR DAYS	5		2	20			
TOTAL LABOR COST	\$ 8,137.80	\$ -	\$ 1,420.20	\$ 18,936.00			\$ 28,494.00
SUMMARY							
TOTAL LABOR COSTS	\$28,494.00						
TOTAL OTHER DIRECT EXPENSES	\$3,352.00						
GRAND TOTAL	\$32,046.00						

EXHIBIT D

OTHER DIRECT EXPENSES					
Services To Be Provided	Unit	F (Fixed) / M (Max)	Unit Cost	Qty	Amount
Travel					
Lodging/Hotel (Taxes / fees not included)	day/person	M	\$ 30.00		-
Lodging/Hotel - Taxes and fees	day/person	M	\$ 97.00		-
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	M	\$ 56.00		-
Mileage (Sample pick-ups, deliveries, travel from hotel to site.)	mile	F	\$ 0.580	1,000.00	580.00
Copying / Printing / Reproduction / Photo					
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	M	\$ 81.50		-
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	M	\$ 1,425.00	2.00	2,850.00
PPE (Protective Equipment)	each	M	\$ 250.00	2.00	
Wireless Router/Server	month	M	\$ -		-
Air Card / Hot Spot	each/month	M	\$ -		-
DMM - Digital Measuring Instrument	Each	F	\$ 200.00		-
Cellular Telephone & Data Plan	each/month	F	\$ 60.00	2.00	120.00
Wireless Router/Server	month				-
Laptop Computer/iPad and data plan	each/month	M	\$ 60.00	9.00	2.00
Profit not allowed on Other Direct Expenses					3,552.00

TASK DESCRIPTION	Office Personnel				Field Personnel		TOTAL HOURS	TOTAL COSTS
	Project Manager	Senior Records Keeper	Senior Scheduler	Admin/Clerk	Superintendent	Construction Inspector IV		
FC 130 (130) - RIGHT-OF-WAY DATA	\$ 232.53	\$ 141.78	\$ 241.03	\$ 66.03	\$ 175.81	\$ 141.78		
LABOR COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
FC 145 (145, 164) - MANAGING CONTRACTED/DONATED PE								
PROJECT MANAGEMENT AND ADMINISTRATION							0	\$ -
- Directing and Coordinating Project Activities							0	\$ -
- Prepare Monthly Progress Reports	5			20	20		45	\$ 5,999.45
- Develop and Maintain Detailed Project Schedule							0	\$ -
- Progress Meeting	10			20	20		50	\$ 7,162.10
- Prepare and Distribute Meeting Minutes							0	\$ -
- Prepare, Distribute, and File both Written and Electronic Correspondence							0	\$ -
Subtotal Labor Hours	15	0	0	40	40	0	95	
LABOR COST	\$ 3,487.95	\$ -	\$ -	\$ 2,641.20	\$ 7,032.40	\$ -		\$ 13,161.55
FC 160 (160) - ROADWAY DESIGN								
LABOR COST	\$ -				\$ -	\$ -		\$ -
FC 160 (163) - ROADWAY DESIGN								
LABOR COST	\$ -				\$ -	\$ -		\$ -
FUNCTION CODE 300(310) - GENERAL FUNCTION								
PROJECT SUPERVISION							0	\$ -
1. Traffic Control Inspection					20	100	120	\$ 17,694.20
2. Project Coordination	10	20			20	100	150	\$ 22,855.10
• Meetings	10	20			20	100	150	\$ 22,855.10
• Work Schedule Review and Monitoring	10	20	20		20	100	170	\$ 27,675.70
• Analyze Contractor's Critical Path Method (CPM) /Recommendation	10	20	20		20	100	170	\$ 27,675.70
• Time Impact Analysis Review (Total of 4 TIA's)	10	20	20		20	100	170	\$ 27,675.70
3. Project Correspondence					20	100	120	\$ 17,694.20
Subtotal Labor Hours	50	100	60	0	140	700	1050	
LABOR COST	\$ 11,626.50	\$ 14,178.00	\$ 14,461.80	\$ -	\$ 24,613.40	\$ 99,246.00		\$ 164,125.70
FUNCTION CODE 300(320) - GENERAL FUNCTION							0	
INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS							0	\$ -
- Inspection and Verification of Work Incorporated into the Project	10	20		0	20	100	150	\$ 22,855.10
- Maintain Project Records		20		0	20	100	140	\$ 20,529.80
- Verification of Required Documentation		20		20	20	100	160	\$ 21,850.40
- Monthly Progress Estimates				0			0	\$ -
- Administration of Environmental Process/Inspection				0			0	\$ -
- Documenting and Reporting of Project Activities		20		0	20	100	140	\$ 20,529.80
- Construction Scheduling Support Services							0	\$ -
• Contract Time Determination							0	\$ -
• Preliminary and Baseline Schedules							0	\$ -
• Schedule Updates							0	\$ -
• Time Impact Analysis							0	\$ -
Subtotal Labor Hours	10	80	0	20	80	400	590	
LABOR COST	\$ 2,325.30	\$ 11,342.40	\$ -	\$ 1,320.60	\$ 14,064.80	\$ 56,712.00		\$ 85,765.10
FUNCTION CODE 300(330) - GENERAL FUNCTION							0	
JOB CONTROL							0	\$ -
- Sampling and Testing of Components and Material	10	20			20	100	150	\$ 22,855.10
• Hot Mix Testing							0	\$ -
• Concrete Testing	10	20					30	\$ 5,160.90
- Attend Meeting						100	100	\$ 14,178.00
- Testing Documentation						100	100	\$ 14,178.00
Subtotal Labor Hours	20	40	0	0	20	300	380	
LABOR COST	\$ 4,650.60	\$ 5,671.20	\$ -	\$ -	\$ 3,516.20	\$ 42,534.00		\$ 56,372.00
FC 300 (351) - DESIGN VERIF/CHANGES/ALTER								
The Engineer Shall provide the following:							0	\$ -
1. Change Orders	10	50			20	100	180	\$ 27,108.50
• Review Construction Contract Administration Manual	10	50				100	160	\$ 23,552.30
• Estimate Cost						100	100	\$ 14,178.00
• Provide Supporting Documentation and Justification Documents						100	100	\$ 14,178.00
• Provide Plan Sheets							0	\$ -
2. Submittal, Tracking, and Approval of Shop Drawings							0	\$ -
• Address RFI's							0	\$ -
• Make Recommendations with Correspondence							0	\$ -
• Shop Drawings							0	\$ -
Subtotal Labor Hours	20	100	0	0	20	400	540	
LABOR COST	\$ 4,650.60	\$ 14,178.00	\$ -	\$ -	\$ 3,516.20	\$ 56,712.00		\$ 79,056.80
FUNCTION CODE 300(352) - GENERAL FUNCTION							0	
FINAL CONSTRUCTION DOCUMENTS							0	\$ -
- Comprehensive Punch List					20	100	120	\$ 17,694.20
- Verify Punch List Completion					20	100	120	\$ 17,694.20
- Provide Final As-Built Plans, Quantities, and Documentation							0	\$ -
Subtotal Labor Hours	0	0	0	0	40	200	240	
LABOR COST	\$ -	\$ -	\$ -	\$ -	\$ 7,032.40	\$ 28,356.00		\$ 35,388.40
FUNCTION CODE 300(390) - GENERAL FUNCTION							0	
CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED							0	\$ -
- Post Letting Activities Prior to Construction		50		5	20	20	95	\$ 13,770.95
• Schedule and assist in Conducting Pre-Construction Conference	0			0	0		0	\$ -
• Monitor Known Existing Utility Facilities	0			0			0	\$ -
- Activities During Construction	5			0	20		25	\$ 4,678.85
• Disputes and Claims				5			5	\$ 330.15
• Utilities and Right-of-Way				5			5	\$ 330.15
• Internal and External Agency Audits				5			5	\$ 330.15
- Quality Assurance and Quality Control Plan (QA and QC)							0	\$ -
- Public Information and Coordination							0	\$ -
Subtotal Labor Hours	5			20	40	20	85	
LABOR COST	\$ 1,162.65			\$ 1,320.60	\$ 7,032.40	\$ 2,835.60		\$ 12,351.25
TOTAL LABOR HOURS	120	320	60	80	380	2,020	2,980	
TOTAL LABOR COST	\$ 27,903.60	\$ 45,369.60	\$ 14,461.80	\$ 5,282.40	\$ 66,807.80	\$ 286,395.60		\$ 446,220.80
SUMMARY								
TOTAL LABOR COSTS	\$446,220.80							
TOTAL OTHER DIRECT EXPENSES	\$32,189.08							
GRAND TOTAL	\$478,409.88							

EXHIBIT D

OTHER DIRECT EXPENSES					
Services To Be Provided	Unit	F (Fixed) / M (Max)	Unit Cost	Qty	Amount
Travel					
Lodging/Hotel (Taxes / fees not included)	day/person	M	\$ 30.00		-
Lodging/Hotel - Taxes and fees	day/person	M	\$ 97.00		-
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	M	\$ 56.00		-
Mileage (Sample pick-ups, deliveries, travel from hotel to site.)	mile	F	\$ 0.580		-
Copying / Printing / Reproduction / Photo					
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	M	\$ 81.50		-
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	M	\$ 1,200.00	24.00	28,800.00
PPE (Protective Equipment)	each	M	\$ 250.00	2.00	500.00
Wireless Router/Server	month	M	\$ -		-
Air Card / Hot Spot	each/month	M	\$ -		-
DML - Digital Measuring Instrument	Each	F	\$ 200.00		-
Cellular Telephone & Data Plan	each/month	F	\$ 60.00	24.00	1,440.00
Wireless Router/Server	month				-
Laptop Computer/iPad and data plan	each/month	M	\$ 60.00	24.00	1,440.00
Profit not allowed on Other Direct Expenses					32,180.00

SUMMARY		
TOTAL LABOR COSTS		\$31,284.90
TOTAL OTHER DIRECT EXPENSES		\$30,479.00
GRAND TOTAL		\$61,763.90

FEE SCHEDULE					
UNIT COST PAYMENT BASIS					
Contract :					
Project :					
Wood					
SERVICES TO BE PROVIDED	TEST CODE	UNIT	NO OF UNITS	COST	TOTAL
Determining Liquid Limits of Soils	Tex-104-E	each	8	\$70.00	\$560.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	8	\$70.00	\$560.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	8	\$35.00	\$280.00
Particle Size Analysis of Soils	Tex-110-E	each	8	\$70.00	\$560.00
Proctor Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	3	\$275.00	\$825.00
Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment, and Base Materials	Tex-114-E	each	8	\$275.00	\$2,200.00
Mill Method for Determining the Disintegration of Flexible Base Materials	Tex-116-E	each	2	\$250.00	\$500.00
Concrete (Slump, air, temperature)	Tex-418-A	each	60	\$270.00	\$16,200.00
Concrete Coarse Aggregate testing	Tex-129-E	each	1	\$745.00	\$745.00
Concrete Fine Aggregate testing	Various	each	1	\$300.00	\$300.00
Asphalt sampling		each	2	\$120.00	\$240.00
Asphalt content	Tex-236-F	each	2	\$75.00	\$150.00
Asphalt - lab molded density	Tex-207-F	each	2	\$190.00	\$380.00
Asphalt - air voids	Tex-207-F	each	2	\$83.00	\$166.00
Asphalt aggregate testing	Various	each	1	\$745.00	\$745.00
Wet Ball Mill	Tex-116-E	each	2	\$250.00	\$500.00
				TOTAL	\$24,911.00
The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.					
All unit costs are negotiated costs and are not subject to change or adjustment.					
Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.					
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.					

EXHIBIT D

WOOD

Contract No. 22-07-02
Work Authorization No. 3

EXHIBIT D

OTHER DIRECT EXPENSES					
Services To Be Provided	Unit	F (Fixed) / M (Max)	Unit Cost	Qty	Amount
Travel					
Lodging/Hotel (Taxes / fees not included)	day/person	M	\$ 85.00		-
Lodging/Hotel - Taxes and fees	day/person	M	\$ 45.00		-
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	M	\$ 40.00		-
Mileage (Sample pick-ups, deliveries, travel from hotel to site.)	mile	F	\$ 0.580	9,600.00	5,568.00
Copying / Printing / Reproduction / Photo					
USB Flashdrive (up to 32 GB)	each	F	\$ 10.00		-
Notebooks	each	M	\$ 10.00		-
GPS RTK (rates applied to actual time GPS units are in use)	hour	F	\$ -		-
GPS Static (rates applied to actual time GPS units are in use)	hour	F	\$ -		-
Construction					
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	M	\$ 81.50		-
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	M	\$ 1,425.00		-
PPE (Protective Equipment)	each	M	\$ 250.00		-
Profit not allowed on Other Direct Expenses					5,568.00

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 November 10, 2022

TO: Mayor and Council

FROM: Yvonne Colon Villalobos

SUBJECT:

SUMMARY Discussion and action to approve the appointment of Miriam Cruz to the Board of Adjustments Place 4 and remove her from Planning and Zoning Commission Place 5.

BACKGROUND

I have served in other commissions for the City of Socorro and on other community boards. I am familiar with the Robert's Rules of Order and having attended over 100 of Planning and Zoning Commission meetings and working closely with the planning and zoning department there are many concepts I will be familiar with in serving on the Board of Adjustments. I have also attended over 100 city council meetings allowing me to be familiar with the projects and general vision city council and staff have for the city but even more important I've listened to the residents of Socorro at these meetings and understand their concerns and struggles.

Education: B.A. Political Science with minors in Sociology & Philosophy; M.A. Bilingual and Multicultural Education; Doctorate of Jurisprudence

STATEMENT OF THE ISSUE

I am a resident of Socorro and I am proud to be from Socorro and I want to help in any way so that everyone in Socorro can be even more proud of our city. The board of adjustments has struggled meeting quorum many times and has failed to meet many months in a row, I hope to help that dilemma seeing as I've never missed a meeting for a commission I've served on.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION



CITY OF SOCORRO

BOARDS AND COMMISSIONS APPLICATION

<p>Please rank in numeric order only the Boards and Commissions you wish to serve on:</p> <p><input checked="" type="checkbox"/> 1 Board of Adjustment</p> <p><input type="checkbox"/> Civil Service Commission</p> <p><input type="checkbox"/> Ethics Commission</p> <p><input type="checkbox"/> Historical Landmark Commission</p> <p><input type="checkbox"/> Planning & Zoning Commission</p> <p><input type="checkbox"/> Building and Standards Commission</p>	<p style="text-align: center;"><u>Application Instructions</u></p> <ol style="list-style-type: none">Please print or type answers to all questions. Write N/A if not applicable.Application package consists of:<ul style="list-style-type: none">Completed application formEssay questionsForward the completed Application Package to: City Clerk, City of Socorro, 124 S. Horizon, Socorro, Texas 79927
---	--

APPLICANT INFORMATION			
1.	Last Name Cruz	First Miriam	M.I.
2.	Street Address N/A		Apt/Unit # N/A
	City Socorro	State TX	ZIP 79927
	Mailing Address N/A (if different)		
3.	Home Phone N/A	Work Phone N/A	Cell Phone
4.	E-mail Address		
5.	Do you currently reside in Socorro? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
6.	Are you currently serving on a board or commission? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
	If yes, which one? Planning & Zoning	Term Expires? Dec. 2024 ?	
7.	Have you ever served on a board or commission? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
	If yes, list name of board or commission and term(s) of office:		
	Board/Commission Name	Ethics Commission	Term Appointed Jan. 2018
	Board/Commission Name	Civil Service Commission	Term Jan. 2018- Feb 2019
	Board/Commission Name	Planning & Zoning Commission	Term May 2021-Present
8.	Do you understand the term length for the position you have applied for and the attendance policy? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
9.	Do you understand the importance of attendance at all regular meetings of the boards or commission you have applied for and the importance of completion of the term? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

Signature: 

10-23-2022
Date: _____



ESSAY QUESTIONS

Name of Board or Commission applying for: **Miriam Cruz for Board of Adjustments**

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


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

I am a resident of Socorro and I am proud to be from Socorro and I want to help in any way so that everyone in Socorro can be even more proud of our city. The board of adjustments has struggled meeting quorum many times and has failed to meet many months in a row, I hope to help that dilemma seeing as I've never missed a meeting for a commission I've served on.

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

I have served in other commissions for the City of Socorro and on other community boards. I am familiar with the Robert's Rules of Order and having attended over 100 of Planning and Zoning Commission meetings and working closely with the planning and zoning department there are many concepts I will be familiar with in serving on the Board of Adjustments. I have also attended over 100 city council meetings allowing me to be familiar with the projects and general vision city council and staff have for the city but even more important I've listened to the residents of Socorro at these meetings and understand their concerns and struggles.

Education: B.A. Political Science with minors in Sociology & Philosophy; M.A. Bilingual and Multicultural Education; Doctorate of Jurisprudence

Signature: 

10-23-2022
Date: _____