Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez District 1



Alejandro Garcia

District 2

Rudy Cruz, Jr. District 3/Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte City Manager

# NOTICE OF SPECIAL COUNCIL MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO

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

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

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY, THE 25<sup>TH</sup> DAY OF JANUARY, 2024 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 POSED ONLINE AT <a href="http://costx.us/city-clerk-public-notice">http://costx.us/city-clerk-public-notice</a> THE PUBLIC CAN ALSO ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACESS CODE 323610.

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON THE 25<sup>TH</sup> DAY OF JANUARY 2024 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

- 1. Call to order
- 2. Pledge of Allegiance and a Moment of Silence led by Campestre Elementary School.

3. Establishment of Quorum

#### PUBLIC COMMENT

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

#### **PRESENTATIONS**

- 5. Presentation from Kaila Perales of the Texas Mission of Mercy regarding dental program.

  Rudy Cruz, Jr.
- 6. Presentation on Community Input Process and Findings for the Economic Recovery Strategic Plan currently in development.

  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 TYPICALLY 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 City Council Minutes of January 4, 2024.

Olivia Navarro

- 9. Discussion and action to approve the December 2023 Monthly Report. Adriana Rodarte
- 10. Introduction First Reading and Calling for a Public Hearing of an Ordinance approving the Proposed Amendment to The City of Socorro's Master Plan and Rezoning of Block 2, Tracts 6 and 6A, Socorro Grant located at 11051 North Loop Drive, Socorro, Tx. from A-1 (Agricultural) to IC-MUD (Industrial/Commercial Mixed-Use Developments) to allow for Enclosed Manufacturing (Warehouses), Compounding, Assembling or Treatment of Articles.

  Lorrine Quimiro
- 11. Introduction First Reading and Calling for a Public Hearing of an Ordinance to approve a Replat and Variance Request for Eastwind Industrial Replat 'A' Subdivision, being Lot 1, Block 1 and Lot 1, Block 2, Eastwind Industrial, Socorro, Tx.

  Lorrine Quimiro
- 12. Introduction First Reading and Calling for a Public Hearing of an Ordinance approving a Final Plat for Horizone Subdivision, being a portion of Tract 24E, Block 9, Socorro Grant, Socorro, Tx.

  Lorrine Quimiro
- 13. Introduction First Reading and Calling for a Public Hearing of an Ordinance approving a Final Plat Resubmission for Socorro Logistics Center Unit 2. being all of Tract 8, 9, 10A, and 11C, and a Portion of Tract 10A1 and 11C1, Block 5, Socorro Grant, Socorro, Tx.

Lorrine Quimiro

14. Introduction, First Reading, and Calling for a Public Hearing of an Ordinance to Amend Chapter 2 Administration, Article IV. Boards, Commissions, Agencies and Authorities, Division 8. Building and Standards Commission, Section 2-276 Members and Terms.

Lorrine Quimiro

**15.** Introduction, First Reading and Calling for a Public Hearing of an Ordinance of the City of Socorro, Tx. adopting an amended Ordinance 186 of the Civil Service Commission for the City of Socorro, Tx. Amendment No. 6.

Carol Candelaria

## REGULAR AGENDA PUBLIC HEARINGS AND ORDINANCES

- 16. Public Hearing of an Ordinance approving a Proposed Amendment to The City of Socorro's Master Plan and Rezoning of a portion of Tract 16-D, Block 27, Socorro Grant, located at 11686 Socorro Road, Socorro, Tx. from C-1 (Light Commercial) to R-2 (Medium Density Residential) to allow for a duplex.
  Lorrine Quimiro
- 17. Second Reading and Adoption of an Ordinance approving a Proposed Amendment to The City of Socorro's Master Plan and Rezoning of a portion of Tract 16-D, Block 27, Socorro Grant, located at 11686 Socorro Road, Socorro, Tx. from C-1 (Light Commercial) to R-2 (Medium Density Residential) to allow for a duplex.

  Lorrine Quimiro
- 18. Public Hearing of an Ordinance approving the Preliminary and Final Plat for Figueroa Subdivision being a portion of Tract 16-D, Block 27, Socorro Grant, Socorro, Tx. with a waiver for requirement of a soils report.

  Lorrine Quimiro

- 19. Second Reading and Adoption of an Ordinance approving the Preliminary and Final Plat for Figueroa Subdivision being a portion of Tract 16-D, Block 27, Socorro Grant, Socorro, Tx. with a waiver for requirement of a soils report.

  Lorrine Quimiro
- 20. Public Hearing of an Ordinance approving a proposed Amendment to The City of Socorro's Master Plan and Rezoning of Lot 1, Block 1, Vinedo Acres Replat "I", located at 342 F.E. Jackson Rd., Socorro, Tx. from RM-1 (Residential Mobile Home District) to R-1 (Single Family Residential) to allow for a Single-Family Home.
  Lorrine Quimiro
- 21. Second Reading and Adoption of an Ordinance approving a proposed Amendment to The City of Socorro's Master Plan and Rezoning of Lot 1, Block 1, Vinedo Acres Replat "I", located at 342 F.E. Jackson Rd., Socorro, Tx. from RM-1 (Residential Mobile Home District) to R-1 (Single Family Residential) to allow for a Single-Family Home.

Lorrine Quimiro

- 22. Public Hearing of an Ordinance approving a proposed Amendment to The City of Socorro's Master Plan and Rezoning of Lot 19, Block 1, Delip Subdivision, located at 634 Burma Place, Socorro, Tx. from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for a duplex.

  Lorrine Quimiro
- 23. Second Reading and Adoption of an Ordinance approving a proposed Amendment to The City of Socorro's Master Plan and Rezoning of Lot 19, Block 1, Delip Subdivision, located at 634 Burma Place, Socorro, Tx. from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for a duplex.
  Lorrine Quimiro
- 24. Public Hearing of an Ordinance approving The Horizon Estates Master Plan, being all of Tract 4-C-6-B, Block 3, Socorro Grant, Socorro, Tx., as per Section 38-7 of The City of Socorro Municipal Code.
  Lorrine Quimiro
- 25. Second Reading and Adoption of an Ordinance approving The Horizon Estates Master Plan, being all of Tract 4-C-6-B, Block 3, Socorro Grant, Socorro, Tx., as per Section 38-7 of The City of Socorro Municipal Code.

  Lorrine Quimiro
- 26. Public Hearing of an Ordinance approving the Preliminary and Final Plat for Horizon Estates Subdivision being a portion of Tract 4-C-6-B, Block 3, Socorro Grant, Socorro, Tx. Lorrine Quimiro
- 27. Second Reading and Adoption of an Ordinance approving the Preliminary and Final Plat for Horizon Estates Subdivision being a portion of Tract 4-C-6-B, Block 3, Socorro Grant, Tx.
  Lorrine Quimiro
- 28. Public Hearing of an Ordinance approving The Horizon Park Master Plan being all of Tracts 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, and 9-A-2, Block 3, Socorro Grant, Socorro, Tx., as per Section 38-7 of The City of Socorro Municipal Code. Lorrine Ouimiro

29. Second Reading and Adoption of an Ordinance approving The Horizon Park Master Plan being all of Tracts 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, and 9-A-2, Block 3, Socorro Grant, Socorro, Tx., as per Section 38-7 of The City of Socorro Municipal Code.

Lorrine Quimiro

- 30. Public Hearing of an Ordinance approving The Final Plat for Horizon Park Unit One Subdivision being all of Tracts 2-A, 3-B-1, 4-C-1-L, and 9-A-2, Block 3, Socorro Grant, Socorro, Tx.

  Lorrine Quimiro
- 31. Second Reading and Adoption of an Ordinance approving The Final Plat for Horizon Park Unit One Subdivision being all of Tracts 2-A, 3-B-1, 4-C-1-L, and 9-A-2, Block 3, Socorro Grant, Socorro, Tx.

  Lorrine Quimiro

#### **GRANTS DEPARTMENT**

- 32. Discussion and action to approve Resolution 777 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Criminal Justice Program (JAG) for the Socorro Police Department. There is no match requirement for this grant.

  Alejandra Valadez
- 33. Discussion and action to approve Resolution 778 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Juvenile Justice & Truancy Prevention Grant Program for the Socorro Police Department PAL Program. There is no match requirement for this grant.

  Alejandra Valadez
- 34. Discussion and action to approve Resolution 779 authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Bullet-Resistant Shield Grant Program for the Socorro Police Department. There is no match requirement for this grant.

  Alejandra Valadez
- 35. Discussion and action to approve Resolution 780 authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Rifle-Resistant Body Armor grant for the Socorro Police Department. There is no match requirement for this grant.
  Alejandra Valadez
- 36. Discussion and action to approve Resolution 781 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 General Victim Assistance Grant Program for the Crime Victims Advocacy Program in the Socorro Police Department. There is a 20% requirement for this grant. Alejandra Valadez
- 37. Discussion and action to approve the submission of a grant application to the Texas A&M Community Forestry Grant Program for the Socorro Tree Planting Project. There is a match of up to \$20,000 for this grant.

  Alejandra Valadez

#### POLICE DEPARTMENT

- 38. Discussion and action to approve grant purchase of Fixed License Plate Readers from ELSAG in amount is \$62,133.00. Chief Robert C. Rojas
- 39. Discussion and action to approve a grant purchase of an Active Shooter System in the amount of \$38,260.00 with a reoccurring annual cost of \$1,085.00. Chief Robert C. Rojas
- 40. Discussion and action to approve the grant purchase of five (5) Speed Monitoring Trailers in the amount of \$38,095.00.

  Chief Robert C. Rojas
- 41. Discussion and action to approve the purchase of Lexipol Law Enforcement Policy Manual Subscription Service in the amount of \$\$25,490.40. Chief Robert C. Rojas

#### PLANNING AND ZONING DEPARTMENT

- 42. Discussion and action to approve Resolution 782 authorizing Mayor to sign the Public Highway At-Grade Crossing Agreement in relation to the Railroad Federal Signal Program Improvements at Union Pacific Railroad and N. Moon Rd. on behalf of the City of Socorro, Tx.

  Lorrine Quimiro
- 43. Discussion and action to approve Resolution 783 authorizing Mayor to sign the agreement between the State of Texas and the City of Socorro, for maintenance, control, supervision, and regulation of state highways in the City of Socorro and entered through a Municipal Maintenance Agreement.

  Lorrine Quimiro
- **44.** Discussion and action to approve Resolution 784 granting an extension of The Valle Nuevo Preliminary Plat Per CH.38 Subdivision Article L Sec. 38-8.7. Lorrine Quimiro
- 45. Discussion and action to approve Construction Contract Change Order Numbers Two, Three, and Four for The Passmore Shared Use Project (CCSJ:0924-06-604) under Contract No. 22-07-01 with Huitt-Zollars, Inc., added by Change Order #2 \$3,010.37, added by Change Order #3 9,586.73 added by Change Order #4 4 734.44.

  Lorrine Quimiro

#### MAYOR AND COUNCIL

- 46. Discussion and action to support the Texas Mission of Mercy through promotion of this free event through all City of Socoro Media platforms.

  Rudy Cruz, Jr.
- **47.** *Discussion and action* to amend language to City of Socorro, Texas Chapter 8 Sec. 8-49 of the Municode.

  \*\*Rudy Cruz, Jr.\*\*

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:

- 48. 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
- 49. 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

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

51. Adjourn

DATED THIS 22ND DAY OF JANUARY 2024

By:	Ourvaiss		
	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.

EDIE	us 22. OF JA	NUARY 20224
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Olivia l	Navarro, City (	Clerk
nda posted:	1-22-240	2:31 00
treate the research		

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3/ Mayor ProTem

Yvonne Colon-Villalobos
District 4

**DATE: January 18, 2024** 

**TO:** Mayor and Council

FROM: Rudy Cruz, Jr.

**SUBJECT:** *Presentation* from Kaila Perales of the Texas Mission of Mercy Regarding dental Program

#### **SUMMARY**

The Texas Mission of Mercy will provide more than 200 community members with certain free dental services over the course of 2 days at Socorro High School April 12, and 13th. This will have a great impact to our community and will provide FREE dental services to any person who is in need of services. We need to begin promoting the event since the organizers will need to begin screening the patients for services required. Additional flyers and information are attached to this item for public viewing

#### **BACKGROUND**

**STATEMENT OF THE ISSUE** 

FINANCIAL IMPACT

<u>ALTERNATIVE</u>

NO APPROVE

STAFF RECOMMENDATION

# Save the Date

# Texas Mission of Mercy April 12th & 13th 2024

Free dental care will be provided by the El Paso District Dental Society in partnership with the Texas Mission of Mercy Organization for El Paso County and surrounding areas at Socorro High School!

## **Formal Details to Follow**

For more info, contact Kaila Perales at 915-487-0043









#### Dear Friends of the El Paso Dental Community,

We are pleased to announce that The El Paso District Dental Society, in partnership with the Texas Mission of Mercy organization, will be hosting the 2024 Texas Mission of Mercy event for the city and county of El Paso at Socorro High School, on April 12th and 13th, 2024.

In our previous event, held in 2018, we were able to provide free dental care to 830 patients from our community thanks to generous donors like you. To make this program a success, we recruit dentists and other dental professionals to volunteer their time and talents to provide charitable restorative dental care to hundreds of adults and children over a two-day period. Our goal is to provide necessary dental care to our community, matching, if not exceeding, our numbers from 2018.

At this stage, we are seeking in-kind donations to support the dedicated volunteers, comprised of dental professionals from our community and beyond. Specifically, we are in need of in-kind donations such as food for our hardworking dental professionals. Your contribution in this regard will go a long way in ensuring the success of the program and the well-being of our volunteers. We are confident that your support will help us achieve our objective of providing necessary dental care to our community and further establish El Paso as a champion for oral health and the well-being of our citizens.

We want to thank you all in advance for your consideration and dedication to this worthwhile cause. This program will not only provide adults and children in our community with much-needed dental care but will also put the City of El Paso on the map alongside the other major cities of the nation as true advocates for oral health and our children. Should you have further questions please feel free to reach Kaila Perales, Community Chair at 915-487-0043 or Dr. Krystell Anaya at krystelle.barrera@gmail.com.

Thank you in advance for your consideration in support of our mission.

Sincerely,

Krystell Anaya, DDS Texas Dental Association, Southwest Senior Director Texas Misson of Mercey, El Paso Dental Chair

Hans Brockhoff II, DDS, MD, FACS President El Paso District Dental Society





## FOR IMMEDIATE RELEASE

## El Paso District Dental Society to Provide Free Dental Care in the El Paso County in Partnership with the Texas Mission of Mercy Organization

**Socorro, TX, January 17, 2024**— The El Paso District Dental Society, in collaboration with the Texas Mission of Mercy organization, will offer free dental treatment and education to patients from the El Paso County and surrounding areas. This initiative aims to underscore the importance of good dental health. The program is scheduled to take place on April 12th and 13th at Socorro High School in Socorro, Texas.

"The Texas Mission of Mercy is a two-day event that provides essential dental care to those who cannot typically access or afford it. The community we serve has a significant need for dental care, and this event helps to address that need. This service will also help with the financial struggle that many encounter when seeking care and help prevent or relieve pain. In turn, it will ease the burden on our local hospitals to see people with dental problems," said Dr. Krystelle Anaya, Southwest Senior Director for the Texas Dental Association and the Texas Mission of Mercy El Paso Dental Chair.

During this two-day charitable event, all adults and children will receive free dental treatment and educational resources, regardless of insurance status. The total value of dental treatments provided during this program is estimated at \$600,000. The success of this initiative is made possible thanks to sponsors, donors, and the generous assistance of the El Paso community, dental professionals, dental students, and dedicated community volunteers.

#### **About Texas Mission of Mercy**

Texas Mission of Mercy (TMOM) is a compassionate initiative that operates a mobile dental clinic, reaching various communities across Texas. TMOM's mission is to provide essential dental care to individuals with limited resources and those facing challenges accessing dental services.

###

If you would like more information, please contact Dr. Krystelle Anaya at <a href="krystelle.barrera@gmail.com">krystelle.barrera@gmail.com</a> or Kaila Perales at 915-487-0043 email at <a href="hello@theenvisageco.com">hello@theenvisageco.com</a>.

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez

District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### TO: MAYOR AND CITY COUNCIL MEMBERS

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

#### **SUBJECT:**

Presentation on Community Input Process and Findings for the Economic Recovery Strategic Plan currently in development.

#### **SUMMARY**

Ascendo Strategies will provide a presentation to the public and to the City Council on the community input process and key findings as part of the Economic Recovery Strategic Plan currently in development.

#### STATEMENT OF THE ISSUE

The City of Socorro commissioned the development of an Economic Recovery Strategic Plan to identify the negative impacts of the COVID-19 pandemic on Socorro's economy, and to identify strengths, weaknesses, and opportunities that can be developed into strategic actions to ensure economic recovery, revitalization and future vitality.

Ascendo Strategies completed a community involvement process that gathered feedback from community members, business owners, City staff, elected officials, and partner entities on the economic future of Socorro. Ascendo strategies will present some key findings from this community feedback process for the public and City Council. This feedback will be incorporated into, and become part of the Economic Recovery Strategic Plan document.

#### **FINANCIAL IMPACT**

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

**Funding Source:** N/A

Quotes (Name/Commodity/Price): N/A	
Co-op Agreement (Name/Contract#): N/A	
ALTERNATIVE	
N/A – No action is requested.	
STAFF RECOMMENDATION	
N/A – No action is requested.	
REQUIRED AUTHORIZATION	
1. City Manager	Date
2. CFO	Date
3. Attorney	Date

**Amount:** N/A

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor Pro Tem



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3/Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

# REGULAR COUNCIL MEETING MINUTES JANUARY 4, 2024 @ 6:00 P.M.

#### **MEMBERS PRESENT:**

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

#### **STAFF PRESENT:**

Adriana Rodarte, City Manager Olivia Navarro, City Clerk Lorrine Quimiro, City Planner Jim Martinez, City Attorney

Estevan Gonzales, IT Director Victor Reta, Rec Centers Director Victor Perez, Deputy City Manager Charles Casiano, Finance Director Chief Robert Rojas Laura Arredondo, Wellness Coordinator Lizbeth Castro, Recreation Coordinator Diana Rodriguez, Multimedia Specialist

#### 1. CALL TO ORDER

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

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

Pledge of Allegiance led by Adriana Rodarte.

#### 3. Establishment of Quorum

Quorum was established with all council members present.

The honorable County Commissioner Iliana Holguin was recognized.

A motion was made by Rudy Cruz, Jr., seconded by Yvonne Colon-Villalobos to move up item number twenty-seven (27). Motion passed.

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

Colon-Villalobos

Nays: Absent:

27. DISCUSSION AND ACTION TO APPROVE FEE WAIVER FOR EXCAVATION PERMIT FEE FOR THE LOWER VALLEY WATER DISTRICT'S BEJAR ESTATES WASTEWATER. LORRINE QUIMIRO

A motion was made by Alejandro Garcia seconded by Yvonne Colon-Villalobos to approve item number twenty-seven (27). Motion passed.

Mary Ann Dominguez, Alejandra Baquera, Ruben Baquera, Manuel Martinez, Matt Dudley, and Jacqueline Acuña spoke on this item.

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

Nays: Absent:

#### **PUBLIC COMMENT**

4. PUBLIC COMENT

No speakers for Public Comment.

#### **PRESENTATIONS**

5. *PRESENTATION* BY PRISCILLA MORENO EL PASO COUNTY DIGITAL FOR ILUMINA PUBLIC LIBRARY. *ADRIANA RODARTE* 

Presentation made by Commissioner Iliana Holguin and Priscilla Moreno.

6. PRESENTATION AND UPDATE ON RIO VISTA HISTORICAL SITE.

VICTOR RETA

Presentation made by Victor Reta, see Exhibit "A."

#### **CONSENT AGENDA**

7. EXCUSE ABSENT COUNCIL MEMBERS.

**OLIVIA NAVARRO** 

8. APPROVAL OF CITY COUNCIL MINUTES OF DECEMBER 7, 2023.
OLIVIA NAVARRO

- 9. *DISCUSSION AND DISCUSSION* TO APPROVE THE NOVEMBER DEPARTMENT'S MONTHLY REPORT.

  ADRIANA RODARTE
- 10. *DISCUSSION AND ACTION* ON APPROVING NOVEMBER 2023 CASH RECEIPTS REPORT.

  CHARLES CASIANO
- 11. DISCUSSION AND ACTION ON APPROVING NOVEMBER 2023 ACCOUNTS PAYABLE REPORT. CHARLES CASIANO
- 12. *DISCUSSION AND ACTION* ON APPROVING NOVEMBER 2023 UNAUDITED FINANCIAL REPORT. *CHARLES CASIANO*
- 13. INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT, LOCATED AT 11686 SOCORRO ROAD, SOCORRO, TX. FROM C-1 (LIGHT COMMERCIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR A DUPLEX.

  LORRINE QUIMIRO
- 14. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR FIGUEROA SUBDIVISION BEING A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT, SOCORRO, TX.

LORRINE QUIMIRO

15. INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 1, BLOCK 1, VINEDO ACRES REPLAT "I", LOCATED AT 342 F.E. JACKSON RD., SOCORRO, TX. FROM RM-1 (RESIDENTIAL MOBILE HOME DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL) TO ALLOW FOR A SINGLE-FAMILY HOME.

LORRINE QUIMIRO

16. INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 19, BLOCK 1, DELIP SUBDIVISION, LOCATED AT 634 BURMA PLACE, SOCORRO, TX. FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR A DUPLEX.

LORRINE QUIMIRO

- 17. INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE HORIZON ESTATES MASTER PLAN, BEING ALL OF TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TX., AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

  LORRINE QUIMIRO
- 18. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR HORIZON ESTATES SUBDIVISION BEING A PORTION OF TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TX.

  LORRINE QUIMIRO
- 19. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE HORIZON PARK MASTER PLAN BEING ALL OF TRACTS 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, AND 9-A-2, BLOCK 3, SOCORRO GRANT, SOCORRO, TX., AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

  LORRINE QUIMIRO
- 20. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE FINAL PLAT FOR HORIZON PARK UNIT ONE SUBDIVISION BEING ALL OF TRACTS 2-A, 3-B-1, 4-C-1-L, AND 9-A-2, BLOCK 3, SOCORRO GRANT, SOCORRO, TX. LORRINE QUIMIRO

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

An amended motion was made by Alejandro Garcia seconded by Cesar Nevarez to approve the Consent Agenda and amend the Ordinance for item number fourteen (14) to include "with a waiver for the requirement of a soils report."

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

Nays: Absent:

# REGULAR AGENDA PUBLIC HEARINGS AND ORDINANCES

21. *PUBLIC HEARING* OF AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR HORIZONE SUBDIVISION BEING A PORTION OF TRACT 24E, BLOCK 9, SOCORRO GRANT, SOCORRO, TX. *LORRINE QUIMIRO* 

Public Hearing opened at 7:06 pm

Alejandro Garcia stepped out of the meeting at 7:06 pm

> No Speakers Public Hearing closed at 7:07 pm

22. SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE PRELIMINARY PLAT FOR HORIZONE SUBDIVISION BEING A PORTION OF TRACT 24E, BLOCK 9, SOCORRO GRANT, SOCORRO, TX. LORRINE QUIMIRO

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

Alejandro Garcia returned to the meeting at 7:08 pm

Cesar Nevarez stepped out at 7:09 pm

Cesar Nevarez returned to the meeting at 7:10 p.m.

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

Colon-Villalobos

Nays: Absent:

23. PUBLIC HEARING OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR ROCHA SUBDIVISION BEING ALL OF TRACTS 12B, 12C AND A PORTION OF TRACTS 13B AND 13E, BLOCK 7, SOCORRO GRANT, SOCORRO, TX. LORRINE QUIMIRO

Public Hearing opened at 7:13 pm

No Speakers

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

Public Hearing closed at 7:13 pm

24. SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR ROCHA SUBDIVISION BEING ALL OF TRACTS 12B, 12C AND A PORTION OF TRACTS 13B AND 13E, BLOCK 7, SOCORRO GRANT, SOCORRO, TX.

LORRINE QUIMIRO

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

Ricardo Rocha spoke on this item.

Ruben Reyes returned to the meeting at 7:16 pm

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

Colon-Villalobos

Nays: Absent:

Cesar Nevarez stepped out of the meeting at 7:17 pm.

25. PUBLIC HEARING OF AN ORDINANCE APPROVING THE CONDITIONAL USE PERMIT TO ALLOW A COMMUNICATIONS TOWER IN AN SU-1 (SPECIAL USE) ZONING DISTRICT AT 11400 SOCORRO RD., BEING LOT 1, BLOCK 1, A REPLAT OF TRACT 19-E, BLOCK 27, SOCORRO GRANT, SOCORRO, TX. LORRINE QUIMIRO

Public Hearing opened at 7:17 on No Speakers Public Hearing closed at 7:18 pm

26. SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE CONDITIONAL USE PERMIT TO ALLOW A COMMUNICATIONS TOWER IN AN SU-1 (SPECIAL USE) ZONING DISTRICT AT 11400 SOCORRO RD., BEING LOT 1, BLOCK 1, A REPLAT OF TRACT 19-E, BLOCK 27, SOCORRO GRANT, SOCORRO, TX. LORRINE QUIMIRO

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

Cesar Nevarez returned to the meeting at 7:19 pm.

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

Colon-Villalobos

Nays: Absent:

#### **CITY MANAGER**

28. DISCUSSION AND ACTION REQUESTING APPROVAL TO APPOINT LORRINE QUIMIRO AS THE BUILDING OFFICIAL OF THE CITY OF SOCORRO.

ADRIANA RODARTE

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

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

Colon-Villalobos

Nays: Absent:

#### **MAYOR AND COUNCIL**

29. DISCUSSION AND ACTION TO APPROVE CONTRIBUTION TO LOWER VALLEY NURSES ASSOCIATION IN THE AMOUNT OF \$1,500 TO BE HELD ON APRIL 27, 2024.

YVONNE COLON-VILLALOBOS

A motion was made by Rudy Cruz seconded by Alejandro Garcia to *delete item* number twenty-nine (29). Motion passed.

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

Colon-Villalobos

Nays: Absent:

- 30. DISCUSSION AND ACTION ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS. ADRIANA RODARTE
- 31. DISCUSSION AND ACTION ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.

ADRIANA RODARTE

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

ADRIANA RODARTE

A motion was made by Rudy Cruz, Jr. seconded by Alejandro Garcia to *delete items* thirty (30), thirty-one (31) and thirty-two (32). Motion passed.

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

Nays:

Absent:

#### 33. ADJOURN

A motion was made by Alejandro Garcia 7:29 pm.	seconded by Cesar Nevarez to adjourn at
Ayes: Ruben Reyes, Cesar Nevarez, Alej Colon-Villalobos Nays: Absent:	andro Garcia, Rudy Cruz, Jr., and Yvonne
Ausent.	
Ivy Avalos, Mayor	
Olivia Navarro, City Clerk	Date minutes were approved.

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



**Alejandro Garcia**District 2

Rudy Cruz Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

January 19, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: December's Departments monthly report.

#### **SUMMARY**

City Manager submitting City of Socorro Departments for the month of December 2023.

#### **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

## REQUIRED AUTHORIZATION

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



## Socorro Municipal Court December 2023

- 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.
- December 1<sup>st</sup> submitted the monthly Omni Base report (defendants with active warrants will not be able to renew their DL).
- 3. December 5th collections report was submitted to the collection law firm.
- December 6<sup>th</sup> Code Enforcement pre-trials were held in the morning and FTA hearings in the afternoon.
- 5. December 13th Animal control pre-trials were held all day.
- December 14<sup>th</sup> submitted the Convictions/Dismissals to DPS and Office of the Court Administration (OCA).
- 7. December 20th FTA Hearings were set from 8:30 to 11:30 AM and Juvenile's pre-trials, show cause hearings and resets were set from 1:00 to 4:00 PM.
- 8. December 27th attorney showcause hearings and resets were held all day.
  - 6 cases were closed in which fine and court costs satisfied by community service.
  - 16 cases were closed with Jail Time (CFTS).
  - 102 Capias Pro Fine were issued.
  - 6 Alcohol offences, 1 Paraphernalia, and 10 Traffic citations were issued to minors under 21 years old.
  - 202 citations were issued by SPD, 32 Code Enforcement, and 161 Animal Control.

\$36,398.13 total collected this month.



# City of Socorro

HR Monthly Report for December 2023

Carol Candelaria Human Resources Director

January 10, 2024

#### Human Resources December 2023 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

10

Last Name	Employee First Name	Birth Date	Position
Caro	Ana	12/14	Communications Dispatcher
Cobos	Daniela	12/23	Recreation Leader
Monarrez	Daniel	12/3	Police Officer
Morales	Sergio	12/18	CODE ENFORCEMENT OFFICER
Palacios	Sergio	12/19	Police Officer
Rodas	Martina	12/28	Payroll Clerk II
Rodriguez	Judith	12/2	Planning Clerk
Sandoval Ochoa	Jose	12/28	Laborer
Stanzione	Jason	12/21	Deputy Chief
Reyes	Tomasita	12/5	Accounting Technician

#### 2. Employee, Anniversaries for the Month

5

Last Name	Employee First Name	Hire Date	Position
Botello	Jose	12/12/2022	Planner
Candelaria	Carolyn	12/21/2020	Human Resources Directo
Gonzales	Estevan	12/11/2017	IT Director
Jara	Trinity	12/28/2015	PD Dispatcher Supervisor
Reyes	Tomasita	12/15/2009	Accounting Technician

3.

Vacancies		9
Police Department	Total	6
Police Officers	4	4
Communication Dispatcher	0	0

Police Recruits	. 2	2
Chief of Police		
Parks and Public Works	Total	1
Equipment Operator	1	1
Recreation Center	Total	1
Recreation Leader		1
Planning And Zoning	Total	0
City Manager	Total	0
Grants	Total	1
Program Office Compliance Coordinator	1	1

## 4. New hires for the month

3

Last Name	First Name	Hire Date	Position
Hajdar	Aldina	12/11/2023	Communication Dispatcher
Scoggins	Cynthia	12/11/2023	Communication Dispatcher
Perez,	Victor	12/11/2023	Deputy City Manager

## 5. Employee Separations / Retirement

4

Hajdar,	Aldina	Communication Dispatcher	Police	12/28/2023
Norte	Ricky	Animal Control	Police	12/08/2023

## 6. Personnel Changes Promotion, Transfers

99.00		
None		
110116		

## 7. Employee Leaves / FMLA

inprojec Leaves / Phillips

## Leave request / FMLA

Department	
Parks and Public Works	0
Police Department	1
Planning and Zoning	0
Recreation Center	0
City Manager	0
Municipal Court	0

8.

## Performance Reviews for the month

5

1

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

City Manager	2
Finance	1
PPW	0
Police / Code Enforcement/ Animal	2
Rec Center	0
Municipal Court	0
Planning & Zoning	0
Grants	0
IT	0

9.

## Incidents / Workers Compensation Reported:

2

City Manager	0
Finance	0
PPW	0
Police	2
Rec Center	0
Municipal Court	0
Planning & Zoning	0
IT	0

11.
Employee Assistance Program (EAP)
EAP referrals

12. Investigations Internal

0

5

13. Civil Service Meeting:

NO Civil Service meeting held in the month of December 2023.

### 14. Ethics Commission Meeting:

A special meeting for Ethic Training was held December 13, 2023 @ 6:00 pm. There were 2 commissioners present, 5 staff members in attendance.

#### 15. Miscellaneous

•



## **MONTHLY HIGHLIGHTS:**

- Working Float
- Parade
- Painting PD
- Install Street Names & Signs
- Making Sandbags
- Clean Culverts
- Work on Court House
- Maintenance of Parks
- Clean Weeds
- Work on Lights
- Maintenance Parks
- Work on Guardrail
- Sweeping City
- Work on Potholes
- Working Luminarias
- Clean School Zones
- Finish Mats
- Finish Installing Mini Splits



## DECEASED ANIMAL PICKUP:

Rankin Dr

Walcott Rd

- Bovee Rd
- Flor Margarita
- Flor Cadillo Pl
- Passmore Rd
- Episo Rd
- Lydia Rd
- Bauman Rd
- Flor del Sol St

## **POTHOLES:**

Valle Calido Dr

Valle Negro Dr

Patti Jo Dr

- Samuel St
- S Moon Rd
- N Moon Rd
- Delano Dr
- Rio Vista
- Poona Rd
- Zebu Rd
- Hodaka Way

Middle Drain Rd

Vineyard Rd

Peters Rd



## **WEEDS CLEAN UP:**

- Ron Sub
- Montreal Sub
- Rio Vista Sub
- Coyote Melon Sub
- Valle Calido Sub
- Old Hueco Tanks Sub
- Rancho Miraval Way
- Santa Gertrudes Sub



## **SWEEP UP STREET:**

Rio Vista Rd

Horizon Blvd

Moon Rd

Old Hueco Tanks

Rancho Viejo Dr

Jewels Dr

Roden Rd

McAdoo Dr

Russ Rd

Jim Bean Dr

Jervis Dr

Sudan Dr

Lydia Rd

Richardson Rd

Milo Dr

Judy Ln

Maxine Dr

Delilah Ave

Genevieve Cir

Bernice Ct

Nueva Mission Rd

San Ysidro Rd

Le Lois St

Sunnybrook Ln

Midnight Sun

Sun Park Rd

Bauman Rd

Los Valles Neighborhood

Hacienda Del Valle

Jo Way

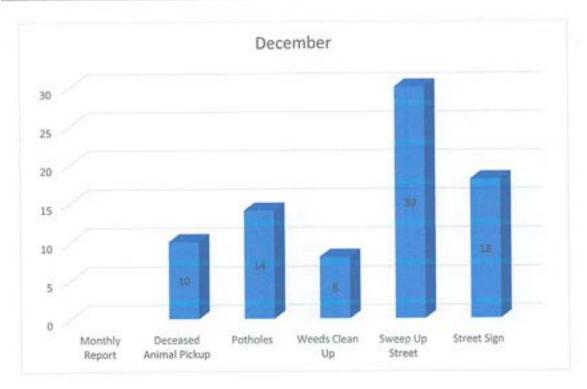


## Street Sign:

- Armstrong Dr
- Rosa Azul Dr
- Piro Ct
- Muscat St
- Winn Rd
- Calcutta Dr
- Xanadu Valley Rd
- Moon Rd
- Loya Dr
- Lainy Rd
- Middle Drain Rd
- Sylvia Dr
- Eagle's Den Ln
- Bauman Rd
- Moon Rd
- Bovee Rd
- Rio Vista Rd
- Flor Cipres



Monthly Report	
Deceased Animal Pickup	10
Potholes	14
Weeds Clean Up	8
Sweep Up Street	30
Street Sign	18























### Parks & Public Works Monthly Report December 2023



















### Parks & Public Works Monthly Report December 2023





### SOCORRO POLICE DEPARTMENT

Monthly Report (December 2023



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# INTRODUTION PURPOSE OF THIS REPORT THE PURPOSE OF THIS REPORT IS TO SUMMARIZE THE ACTIVITY OF THE SOCORRO POLICE DEPARTMENT. THIS REPORT ALLOWS AN IN DEPTH LOOK AT THE PROGRESS AND ANY DEFICIENCIES OF THE AGENCY. THE REPORT IS A WORK IN PROGRESS AND WILL BE MORE COMPREHENSIVE AS THE AGENCY TAKES THE NEW DIRECTION UNDER CHIEF ROBERT C. ROJAS

### PERSONNEL: AUTHORIZED PERSONNEL / EMPLOYEE STATUS **ADMINISTRATION** I CHIEF OF POLICE I DEPUTY CHIEF OF POLICE I ADMINISTRATIVE ASSISTANT EMPLOYEE STATUS: 1 LIEUTENANT MILITARY LEAVE (JASIEL MUNOZ - 08/24) 1 OFFICER MILITARY LEAVE (VICTORIO TECOMAHUA – 04/24) CRIMINAL INVESTIGATIONS DIVISION I LIEUTENANT 1 SERGEANT 2 DETECTIVE 2 CORPORAL 4 INVESTIGATOR 1 OFFICER I RECORDS CLERK 1 CRIME VICTIMS ADVOCATE 1 PROPERTY & EVIDENCE OFFICER 1 CLERK

### VACANCY: . 1 DETECTIVE 1 CORPORAL 2 INVESTIGATORS 1 OFFICER EMPLOYEE STATUS: 1 INVESTIGATOR (BIRTH-RELATED LEAVE – LINDA AGUIRRE) PATROL OPERATIONS DIVISION 1 LIEUTENANT 4 SERGEANT 29 OFFICER 1 CIT SPECIALIST VACANCY: 1 OFFICER EMPLOYEE STATUS: 3 TRAINEES (KEVIN LUJAN, AMANDA DONAHUE, VICTOR ACOSTA) 1 OFFICER LIGHT DUTY (BELEN VEGA - 09/24) - TDY TO SUPPORT SERVICES DIVISION 1 OFFICER LIGHT DUTY (ADRIAN CASTANEDA – 01/11/24) – TDY TO CRIMINAL INVESTIGATIONS DIVISION

### SUPPORT SERVICES DIVISION 1 CORPORAL 1 INTERMEDIATE COMMUNICATIONS SUPERVISOR 1 BASIC COMMUNICATIONS SUPERVISOR 9 COMMUNICATIONS DISPATCHER 3 CODE ENFORCEMENT OFFICERS 3 ANIMAL CONTROL OFFICERS VACANCY: 2 COMMUNICATIONS DISPATCHER 1 ANIMAL CONTROL OFFICER EMPLOYEE STATUS: NONE

### BUDGET:

#### DEPARTMENT BUDGET

\$5,956,389

#### REMAINING BUDGET

\$4,618,338.89

GL Code	GL Title	Hudget	Actual	Encumbrance	Available Budget	% Used	FY Remaining
05101	Salaries	3,569,077.00	833,933,12	0.00	2,735,143.88	23.4	24,75
05111	FICA/Medicare Taxes	304,469.00	69,515.75	0.00	234,953.25	22.8	24.75
05112	T.W.C. Payroll Taxes	17,940,00	105.83	0.00	17,834,17	0.6	24.75
05113	Health Insurance Premiums	642,400.00	118,821.37	0.00	523,578.63	18.5	24.75
05114	Workers Compensation Insurance	72,100.00	7,314.00	0,00	64,786.00	10.1	24.75
05115	Deferred Compensation Benefits	85,000.00	26,766.66	0.00	58,233,34	31.5	24.75
05116	Life Insurance	5,543,00	1,114.61	0.00	4,428.39	20.1	24,75
05117:	Dental Insurance Expense	21,024.00	3,648.34	0.00	17,375.66	17.4	24.75
05118	Vision Insurance Expense	4.536.00	704.13	0.00	3,831.87	15.5	24,75
05201	Office Expense and Supplies	35,000.00	8,008.11	0.00	26,991.89	22.9	24.75
05202	Medical Supplies	500,00	323,20	0.00	176.80	64.6	24.75
05211	Postage	1,800.00	1,807.77	0,00	(7.77)		24.75
05212	Tools and Supplies	120,000.00	6,178.89	0.00	113,821,11	5.1	24.75
05213	Uniforms	33,000.00	5,201.95	0,00	27,798.05	15.8	24.75
05311	Building & Property Maintenance	15,000.00	4,905.97	0.00	10,094.03	32,7	24.75
05313	Utilities	42,000.00	10,888.81	0.00	31,111.19	25.9	24.75
05314	Telephone	113,000.00	26,030.78	0.00	86,969.22	23,0	24,75
05411	Legal Fees	30,000.00	4,905.50	1,259,71	23,834.79	16.4	24,75

05510	Property Insurance	12,500.00	2,898.00	0.00	9,602.00	23.2	24.75
05516	Dues/Subscriptions	3,000.00	5,487.08	0.00	(2,487.08)		24.75
05518	Liability Insurance	55,000.00	9,866.00	0.00	45,134.00	17.9	24.75
05520	Service Contracts	40,000.00	16,305.65	4,036.47	19,657,88	40,8	24.75
05521	Support Activities	8,000.00	2,611.46	0.00	5,388.54	32.6	24.75
05523	Equipment Rental/Lease	7,500.00	2,615.60	0.00	4,884,40	34.9	24,75
05527	Seminars/Training/Workshops	75,000.00	14,995.43	7,500.00	52,504,57	20.0	24.75
05611	Radio Communications and Maintenance	2,000.00	0.00	0.00	2,000.00	0.0	24.75
05612	Vehicle Repair & Maintenance	45,000.00	8,159.25	0.00	36,840.75	18.1	24.75
05613	Equipment Repair & Maintenance	8,000,00	312.97	0.00	7,687,03	3.9	24.75
05614	Vehicle Fuel	80,000.00	14,591.20	0.00	65,408.80	18.2	24.75
05711	Travel / Lodge / Airfare / Meals	33,000.00	6,964.86	0.00	26,035.14	21.1	24.75
05810	Property and Equipment	75,000.00	9,062.71	9,437,60	56,499.69	12.1	24.75
	Transaction Total	5,956,389.00	1,315,816,33	22,233.78	4,618,338.89		

#### OVERTIME BUDGET

#### OVERTIME SALARY BUDGET

\$400,000.00

### OVERTIME SALARY BUDGET REMAINING

\$308,228.67

#### PERCENTATGE OF OVERTIME BUDGET REMAINING

#### PERFORMANCE MEASURES

CURRENTLY THIS IS ALL THAT IS REPORTED IN THE MONTHLY REPORT BUT IN THE FUTURE ALL SECTIONS WILL HAVE PERFORMANCE MEASURE THAT WILL BE REPORTED. THIS WILL ENSURE THAT WORK IS BEING DONE IN AN EFFECTIVE AND EFFICENT MANNER THAT IS BENEFICIAL TO THE CITY OF SOCORRO AND THE COMMUNITY.

CALLS FOR SERVICE: 2606

TRAFFIC STOPS: 552

MOTOR VEHICLE CRASHES: 54

ARRESTS: 46



#### COMMENDABLE CASES & SIGNIFICANT ACCOMPLISHMENTS

- THE DEPARTMENT SECURED TRAINING THAT WILL TAKE PLACE IN JANUARY 2024 TO ADDRESS REPORT WRITING FROM BLUE TO GOLD.
  ALL SWORN OFFICERS WILL ATTEND THE COURSE AT A COST OF \$129.00 PER OFFICER. THE COURSE WILL EXPLAIN THE IMPORTANCE
  OF CAREFULLY WORDED REPORT AND HOW THAT CONVEYS IN COURT, IT WILL ALSO ILLUSTRATE ANY UNDERSTANDING OF
  ARTICULATING EVENTS IN DETAIL, OFFICERS WILL ALSO UNDERSTAND HOW A REPORT SERVES AS A ROADMAP FOR PROSECUTION.
- THE DEPARTMENT TOOK THE FINAL STEPS NECESSARY (SHIFT ASSIGNMENTS, PAYROLL ISSUES) TO TRANSITION TO A 12-HOUR SHIFT SCHEDULE FOR PATROL PERSONNEL. THIS WILL TAKE EFFECT IN JANUARY 2024 AND IS EXPECTED TO REDUCE OFFICER BURNOUT, INCREASE OFFICER QUALITY OF LIFE, DECREASE OVERTIME AND IMPROVE PUBLIC SAFETY.
- THE DEPARTMENT IS LOOKING AT IMPROVING INTERNAL INVESTIGATIONS, REPORTING, AND OTHER DOCUMENTATION PROCESS THAT
  INCREASE TRANSPARENCY WITH THE PUBLIC AND OTHER DEPARTMENTS.
- THE DEPARTMENT RECEIVED AN ANONYMOUS DONTATION OF SEVERAL HUNDRED CHILDRENS CHRISTMAS GIFTS. THOSE GIFTS WERE
  PASSED OUT TO CHILDREN IN THE COMMUNITY ON NORMAL CALLS FOR SERVICE.
- THE DEPARTMENT ALSO RECEIVED AN ANONYMOUS DONATION OF BLANKETS. THOSE BLANKETS WERE HANDED OUT TO PERSONS IN NEED THROUGHOUT THE MONTH OF DECEMBER.

# . MOVING FORWARD SUPERVIOSRS WILL BE CHECKING RANDOM BODY CAMERA VIDEOS, REPORTS, AND OTHER BODIES OF WORK TO DETERMINE THE LEVEL OF QUALITY THAT IS BEING PROVIDED TO THE COMMUNITY. THIS WILL WORK AS A COMPLIANCE CHECK WITH POLICIES AND PROCEDURES. THIS WILL BE DOCUMENTED IN THIS PORTION OF THE DEPARTMENT MONTHLY REPORT.

Ivy Avalos Mayor

Ruben Reyes
At-Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr. District 3/Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

TO: Mayor and Council

FROM: Olivia Navarro, City Clerk

SUBJECT: MONTHLY REPORT - December 2023

Attended Council Meetings: December 7, 2023

Prepared minutes for December 7, 2023

Received 40 Open Records Requests

Responded to 21 Open Records requests.

Civil Service Commission Meeting December 4, 2023

Prepared 2 publications

### End of Month Report 12/1/2023 through 12/31/2023

Permits			Fees Paid
Residential Permits	14	\$	6,361.91
Commercial Permits	8	\$	3,171.03
Excavation and Grading Permits	5	\$	1,900.00
Demolition Permits	5	S	250.00
Fence Permit	0	\$	-
Utility Gas Permits	9	\$	450.00
Utility Water Permits	3	S	150.00
Utility Sewer Permits	1	\$	50.00
Utility Plumbing Permits	6	\$	600.00
Utility Electric Permits	25	\$	1,800.00
Utility Mechanical Permits	8	S	875.00
Re-Inspection Fees	14	S	630.00
Plan Check Fee	24	5	600.00
Vendor Permits	4	S	349.44
Event Permits	0	S	2.1
Sign Permits	1	5	125.00
Inspections	75	\$	5,873.55
Special Inspections	8	\$	480.00
Park Fees	0	S	10.00
Building Card Replacement	0	5	3/4
Solar Panel Permit	13	\$	650.00
Credit	3	5	(900.00)
TOTALS	226	5	23,415.93
Registrations	- 00		Fees Paid
Business Registration/Renewals	20	\$	1,100.00
Business Registration Late Fee	6	\$	367.50
Car Dealership Annual Applications	1	\$	150.00
Tire Management Registration	0	\$ 5	10 C
TABC	0	5	25.00
Event Sponsor	1		25.00
TOTALS	28	\$	1,642.50
Applications			Fees Paid
Conditional Use Applications	0	S	1
Rezoning Applications	0	\$	·/·
Lot Split Applications	0	\$	-
Re-Plat Applications	0	\$	-
Subdivision Applications	3	\$	11,204.00
BOA Applications	0	\$	
Engineering Plan Review	2	\$	5,330.10
Mobile Home Placements	2	\$	120.00
TOTALS	7	\$	16,654.10
Letters			Fees Paid
Official Address Changes	5	\$	75.00
Zoning Verification Letter	o	\$	
Certificate of Occupancy	9	\$	450.00
Zoning Compliance Letter	7	s	105.00
Admin Fee	20	S	326.06
TOTALS	41	\$	956.06
Grand Totals	302	\$	42,668.59



### City of Socorro

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



### CODE COMPLIANCE AND ANIMAL CONTROL MONTHLY REPORT FOR DECEMBER 2023

#### INSPECTIONS

The code compliance personnel accomplished the following activities:

Notices of Violation issued	65
Number of cleared cases	75
(Through voluntary Compliance)	1.5
Citations Issued	32

Total 172

### The animal control personnel accomplished the following activities:

Impounded animals	23
Notices of Violation issued	51
Number of cleared cases (Through voluntary Compliance)	10
Citations Issued	159

Total 243

Animal Control calls 167

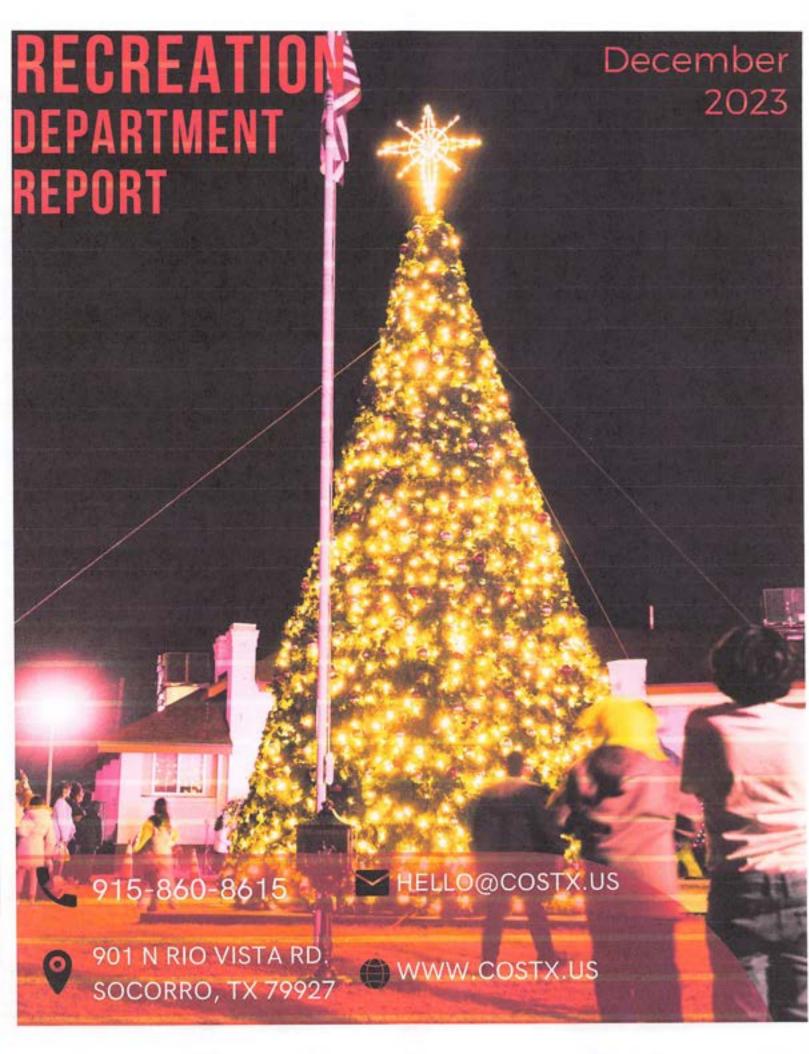
#### INTERNL AND EXTERNAL PROJECT INVOLVEMENT

#### Code Enforcement

 Sweep completed onSanta Paula, Escalante, La Cienega, Villas de Socorro and Poole Subdivision (pending completion)

#### Animal Control

- Animal Control completed a sweep on Belen Plaza, Lynn Park, Wilton Acres subdivision.
- · continue patrolling Datsun Rd. and Spring Valley Area.



### LETTER FROM THE DIRECTOR



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.

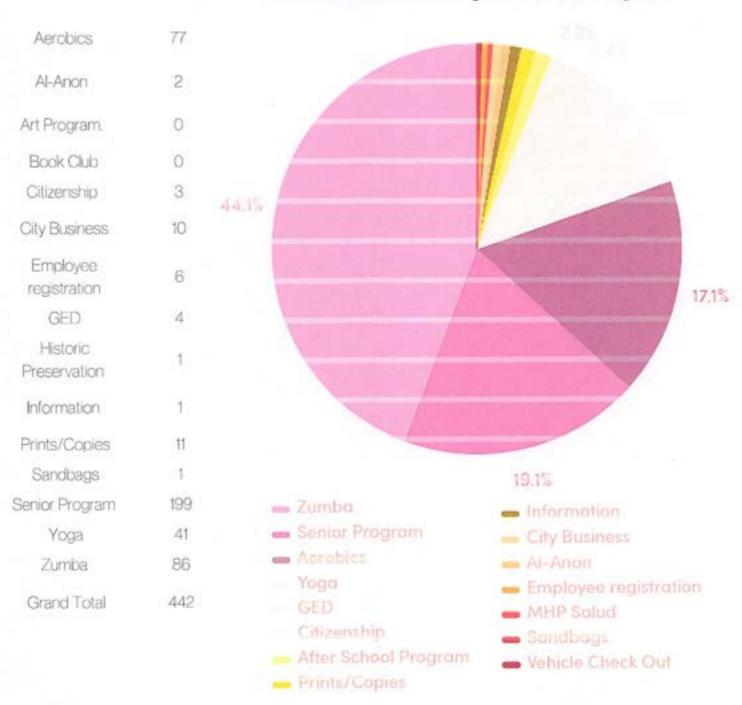
Sincerely,

Victor Reta

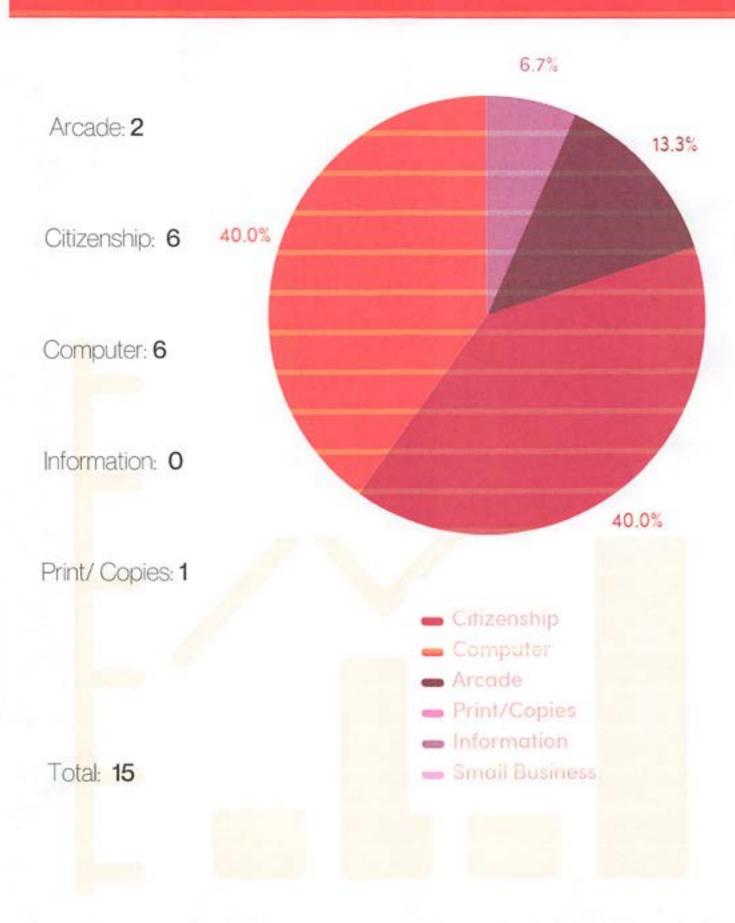
City of Socorro, Texas Director

### **DEPARTMENT OVERVIEW**

### **Rio Vista Community Center Analytics**



### **DEPARTMENT OVERVIEW**



### HISTORIC PRESERVATION

### Board Activities

Meeting Date: 12/13/23 Meeting Type: Regular

Commissioners Appointed: 7
Commission Vacancies: 0

Commissioners Absent: Estrada

& Angeles

Regular Agenda Items: 3

Items Approved: 3

Items Tabled: 0

Items Denied: 0

Presentations: 0

Time in Session: 35

### 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-Pending edit
- 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- Rafael Padilla Term Expires April 2026
  - District 3 Appointee- Maria Angeles- Term Expires
    March 2026
  - o District 4 Appointee- Chair David Estrada Term Expires
    February 2026



### **SENIOR CENTER PROGRAM**

### Monthly Activities:

- (38) Senior Citizens Registered
- . (19) Active Nutrition Days
- · (12) Senior Welfare Calls
- (722) County Meals Distributed

### Senior Transportation Data

- (76) Senior Pick Ups
- (119) Senior Drop Offs
- (0) Senior Grocery
- · (0) Senior Pharmacy
- . (0) Senior Faith Based
- · (0) Senior Medical

Total Senior Transports: (195)

### Special Celebrations:

- December Birthdays
- Christmas Luncheon



### 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, tradeshows, 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:0

MILES DRIVEN:0
PASSENGERS: 0

GALLONS FUELED: 0

MECHANIC WO: 0

OPERATIONAL: YES

**REGISTGRATION DUE: 2024** 

COVID PASSENGER CAPACITY: 4

**NEXTRAQ NOTIFICATIONS: 1** 

### RC-02

TRIPS: 0

MILES DRIVEN: 0

PASSENGERS: 0

GALLONS FUELED: 0

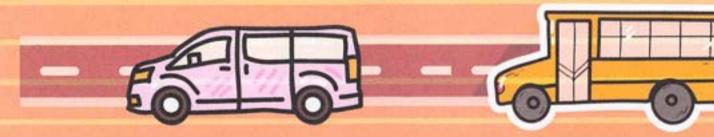
MECHANIC WO: 0

OPERATIONAL: YES

REGISTGRATION DUE: 2024

COVID PASSENGER CAPACITY: 4

**NEXTRAQ NOTIFICATIONS: 0** 



### RC-03

TRIPS: 4

MILES DRIVEN: 28

PASSENGERS: 13

GALLONS FUELED:

MECHANIC WO: 0

OPERATIONAL: YES

REGISTGRATION DUE: 2024

COVID PASSENGER CAPACITY: 4

**NEXTRAQ NOTIFICATIONS: 3** 

### RC-04

TRIPS: 12

MILES DRIVEN: 295

PASSENGERS: 42

**GALLONS FUELED:** 

MECHANIC WO: 0

OPERATIONAL: YES

**REGISTGRATION DUE: 2024** 

COVID PASSENGER CAPACITY: 4

**NEXTRAQ NOTIFICATIONS: 3** 



### TRANSPORTATION PROGRAM

RC-05

TRIPS: 8

MILES DRIVEN: 129

PASSENGERS: 21

GALLONS FUELED:

MECHANIC WO: 0

OPERATIONAL: YES

REGISTGRATION DUE: N/A

COVID PASSENGER CAPACITY: 5

**NEXTRAQ NOTIFICATIONS: 1** 



### MEDIA RELATIONS

25 KINT 3 KDBG **27** 

17 KTDO

MONTHLY
TV
MENTIONS

36 KTSM

3

6 EP TIMES 14 OTHER 131





Posts: 58

Followers:14,848

New Followers:154

Views:16,491

Reach:78,744

Engagements: 7,738

Posts:68

Interactions: 5,929

Discoveries:3,882

Followers:5,368

New Followers: 190

Page Reach: 10,087

Posts:56

Followers:3,313

New Followers: N/A

Impressions:25,300

Likes: 223

Mentions: N/A

Posts: 1

Followers: 101

Unique Visitors: 10

New Followers: 7

Post Empressions: 152

Search Appearances:7

Engagement Rate: 17.3%

### MEDIA RELATIONS















Art:0

Calendar of Events: 1

Commissions & Boards: 0

Communication: 1

Community Centers: 1

Historic Preservation: 0

Parks: 0

PD: 0

PPW: 0

Storm Water: 0

Total: 3

PD: 1

PD Spanish:1

COS: 0

COS Spanish:0

Total Unique Visitors: N/A

Total Impressions: 95,000

Total Visitors & Users: 0

Total Clicks: 1,900

Total Page Views: N/A

Public Meetings:4

Minutes in Services:

13:19:57

### MULTI-MEDIA

Videos Produced: 1

Number of Incidents: 6

Live City Council Broadcast:

1:19:57

Commissions Broadcast:

2:24:38

Social Media Live: 1:41:10

Posts: 6

Post Views: 410

Live Broadcasts:6

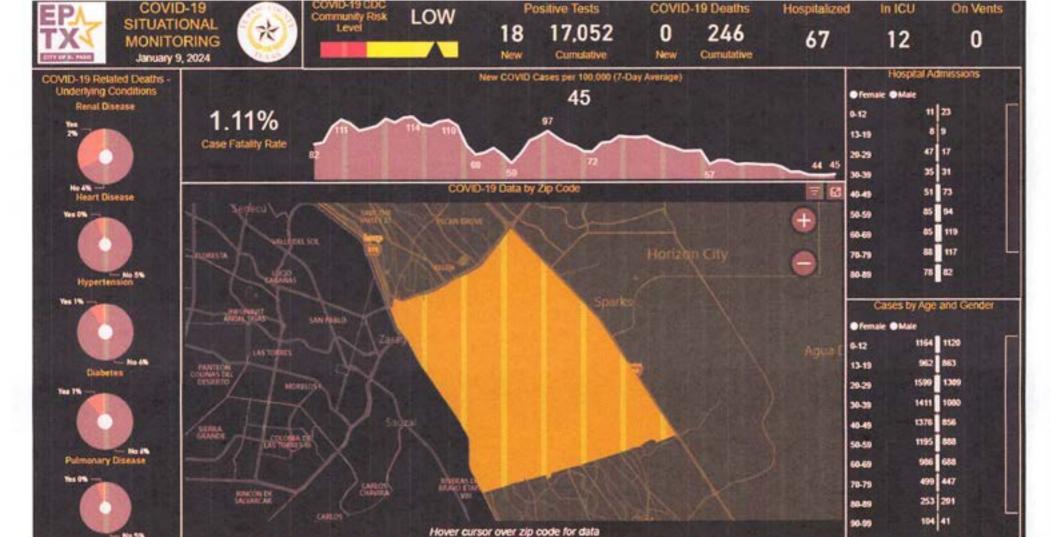
Live Views: 46

Views Last 28 Days: 1400

Subscribers: 182

SUPPORT

CCI



City/County Response

May 11, 2023, marks the end of the federal COVID-19 PHE declaration.



### COS Response:

PPE Distributed: 4 Rapids Conducted: 0

PCR Scheduled: 0

Situation Reports Received: 0

Vaccination Drives Co-Hosted: 0

# EVENT Calendar

WINTERFEST December 1

MAGESTIC MISSION TRAIL

December 12

EMPLOYEE APPRECIATION LUNCHEON December 15

SENIOR CHRISTMAS LUNCHEON December 20

BENETIT COOKOUT FOR OFFICER SIGALA

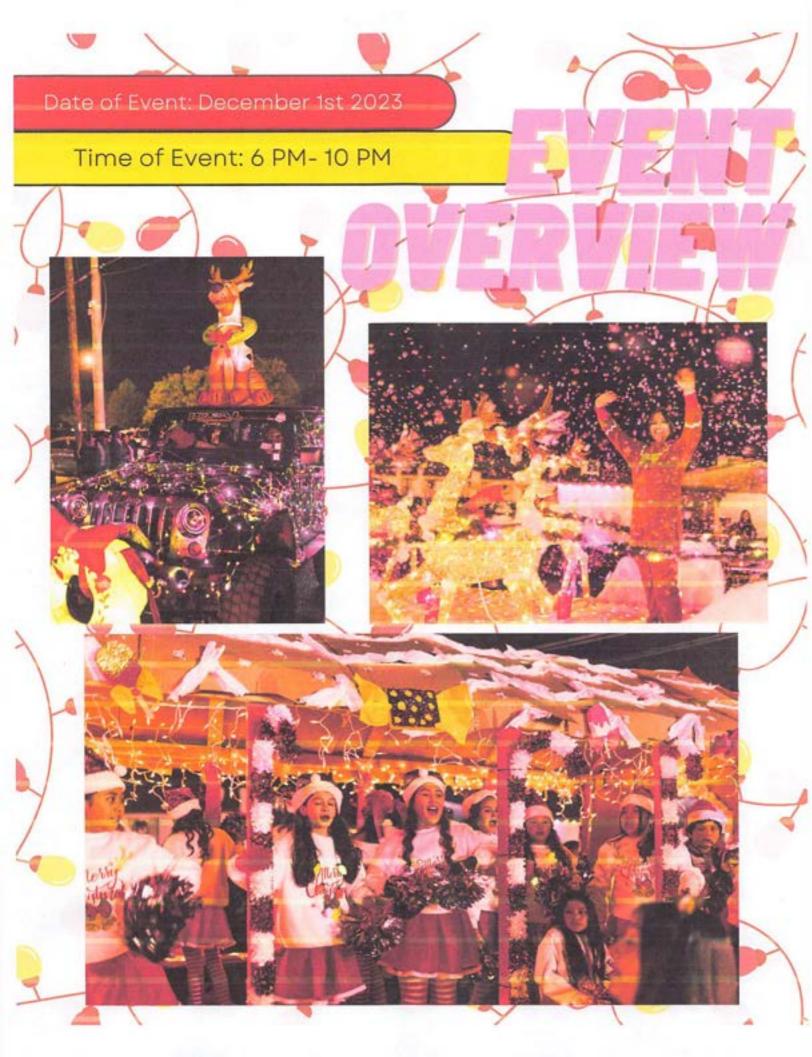
December 22

LUMINARIAS ON THE MISSION TRAIL

December 22

CHRISTMAS DAY OFFICES CLOSED

December 25





### **MAJOR & CAPITAL PROJECTS**

PROJECT NAME	STAGE	DATA/OUTCOME
RVCC Rehabilitation	Launched & On Going	Completed Main Campus plans and drawings. Waiting for cost estimates Working with Grants/Special Projects to update the strategy to obtain additional funding. Working on THC Trust Fund & CLG Grant Applications Finalizing Barracuda PR Project Working on the next phase of oral histories and video productions
Luminarias	Completed	Suppported Grants & Special     Projects as needed to accomplish     Mission Trail Decor
WinterFest	Coordinated & Completed	XMAS Tree Set Up Theme Decorations Staff Coordination Public Safety Mtg Markeint & Ad Strategy Plan
City Wellness Program	Launched & On-Going	<ul> <li>Yoga/Zumba/Aerobics Classes         are now being offered</li> <li>Update on Fitness Classes</li> <li>Socorro Sunday: Farmer's Market         Fitness Classes</li> <li>Socorro Sunday's fee wived</li> </ul>

December 1- WinterFest December 7- Socorro Business IInfo and Networking Breakfast December 7- Senior Tree Giveaway December 7- Council Meeting December 7- Appreciation tokens awarded to WinterFest Sponsors December 9- Rio Bosque Wetlands 50 yr Celebration December 12- Debut of the Majestic Mission Trail at Alamo Draft House Theater December 13- Historical Landmark Commission Meeting December 15- Employee Appreciation Luncheon December 15- Anniversaries and Birthdays December 19-Congresswoman Veronica

Escobar Visit

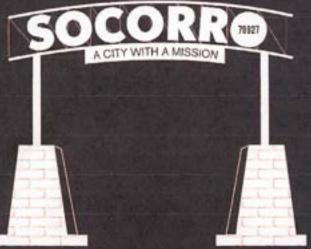
## December Calendar

December 20- Senior Christmas Party December 21- Community Meeting December 21- Community Conversation regarding Texas Public School concerns December 22- Benefit cookou for Officer Sigala December 22- Luminarias on the Mlission Trail December 22- PD Officer swearing- in December 25-City offices closed for Christmas Day December 29- Regional

Emergency Mgmt Meeting

Come Visit

Check Out Our New Website! WWW.COSTX.US



Victor Reta- Director. Lizbeth Castro-Coordinator, Diana Rodriguez- Multimedia Specialist,, Isabela Perez-Recreation Leader Daniela Cobos-Recreation Leader. Laura Arredondo-Wellnes Coordinator,



### City of Socorro, Texas Grants & Special Projects Department

### **December 2023 Monthly Report**

[December 1, 2023 - December 31, 2023]

### **Table of Contents**

Executive Summary	2
New Grant Awards	3
Financial Overview	3
Active Grants	5
Department Activities	7
Transportation Projects	8
Capital ProjectsError! Bookmark no	ot defined.
Economic Recovery	9

2

### **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 Specialists, and one (1) 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 (December 1, 2023 to December 31, 2023) include:

- Grants Writing/ Administration
  - Increased department personnel capacity through the hiring of a Program Officer Compliance Specialist to assist with grant-funded project compliance and special projects compliance. Start date: January 2, 2024.

- Completion and administrative close out of four (4) active grant projects totaling \$149,760.57.
- o Reviewed over twenty-three (23) newly published solicitations available through the Office of the Governors, and identified twelve (12) promising grant opportunities for the Socorro Police Department.
- Project development and coordination with the Ysleta del Sur Pueblo to access
   Tribal Bridge Funds for Socorro bridge projects.

#### Special Projects –

- Administrative support for Sparks Arroyo Drainage Improvement Project funded by the Texas Water Development Board at \$10,097,281 (loan portion \$6,664,000/ grant portion \$3,433,281).
- Coordination with the Socorro small business community, Socorro Mission, and internal City staff on Socorro Road Luminarias project implementation.
- ARPA Continued with Economic Recovery Strategic Plan development as part of ARPA Project GSP07. Continued administrative support to update ARPA Spending Framework per City needs.
- Economic Recovery Coordinated SOCO Breakfast on December 2, 2023, with thirty
  (30) attendees from the small business sector. Request submitted to the Foreign Trade
  Zone Board for a minor boundary modification of Foreign-Trade Zone 302 under the
  alternative site framework for a usage-driven site at the Socorro Logistics Center.
- Transportation -- Continued administrative support for TxDOT Transportation projects totaling \$14,063,177.40.

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**

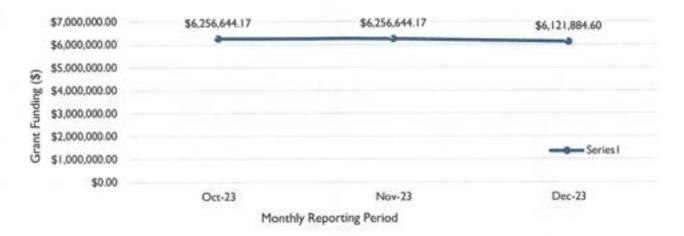
There were no new grant awards during this reporting period.

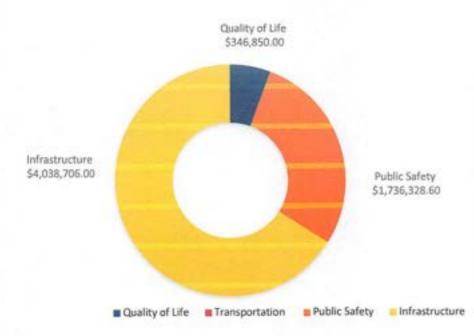
#### **Financial Overview**

The following is a general overview of the grant funding available to City Departments since the start of the new 2023-2024 fiscal year on December 1st, 2023. The Active Grants Funding table below represents the **net amount** of grant funding available to active grant projects

since the start of the new 2023-2024 fiscal year. During this reporting period, a total of four (4) grant projects totaling \$149,760.57 have been completed, closed out, and removed from the active grant funding total below (see Table 2 for details). Additionally, funding for the FY23 Operation Stonegarden Grant increased by \$15,001.00 as a result of a Fragmentary Order (FRAGO). As such, there is a net decrease of (\$134,759.57.00) in funding from state and federal sources for active grant projects. As of this reporting period, active grant funding awards total \$6,121,884.60. Please note that this active grant total does not include funding awards to the CSCI nonprofit and does not include transportation project funding received for Arterial 1, Nuevo Hueco Tanks Road, or Bovee and Rio Vista Rd. Bridge Replacement Projects. Lastly, although the Texas Transportation Commission did vote to award the City of Socorro \$16,174,505.00 for the Paso del Norte Trail – Socorro Active Transportation Network Project, this amount will not be reported below until an Advance Funding Agreement with TxDOT is in place.

FY 2023 - 2024 Active Grant Funding





Graph 1. The total amount of grant funding awarded to City Departments as of December 2023 is \$6,121,884.60. The largest public service categories receiving grant funding are Infrastructure (66%), and Public Safety (28%). Please note: transportation projects are not reported in this section

#### **Active Grants**

Projects that have been awarded grant funds are listed in Table 1 below. Currently, the GSPD assists City departments with the administration of seventeen (17) grant projects across various departments totaling \$6,121,884.60 in federal, state, or foundation dollars. Please note, although the Texas Transportation Commission did vote to award the City of Socorro \$16,174,505.00 for the Paso del Norte Trail – Socorro Active Transportation Network Project, this project will not be reported below until an Advance Funding Agreement with TxDOT is in place.

Table 1. Summary of FY 2023 - 2024 Grant Funding Awards

				Financial Information			Project Information		
	City Department	Funding Agenty	Grant Program	CFDA	Contract No.	Funding Awarded	Funding requested for	Project Start Date	Project End Date
1	Police Department	Office of National Drug Control Policy (ONDCP)	High Intensity Drug Trafficking Areas (HIDTA) Program - FY22	95.001	G225W0018A	561,533.00	West Texas HIDTA Anti-Gang Task Force initiative	1/1/22	12/31/23
2	Police Department	Momeland Security Grant Program (HGSP)	EP 2023 OP5G	97.067	3007208	\$176,866.00	OTH for officers supporting the border initiative and M&A	3/1/23	2/29/24
3	Police Department	Police Department	Office of the Governor (DOG) Criminal Justice Division	16,738	4820901	\$138,773.00	Socorro Criminal Justice Program	10/1/23	6/30/24

4	Police Department	Office of the Governor (DOG) Homeland Security Grants Division	FY24 Local Border Security Program (LBSP)	State	3000909	\$85,000.00	Overtime for officers and dispatchers supporting the border initiative	9/1/23	8/31/24
5	Police Department	BG-Riffe-Resistant Body Armor Grant Program (BAGP)	FY24 Rifle-Resistant Body Armor Grant	State	4850701	\$33,580.00	SPO Rifle Resistant Body Armor	9/1/23	8/31/24
6	Police Department	USDOJ - COPS Office	FY 2020 COPS Hiring Program (CHP)	16.710	2020UMWX0203	5742,237.00	Hiring of six (6) afficers for SPD Community Policing	7/1/20	9/30/24
7	Recreation Centers	Texas Historical Commission	FY 2022 Certified Local Government Grant	15.904	THC22	\$30,000.00	Rio Vista Farm Rehabilitation	4/26/22	9/30/24
8	Police Department	VA-Victims of Crime Act Formula Grant Program	PY24 Victim Assistance, First Responder Mental Health Program	16.575	4474502	529,490.02	Socorro First Responder Mental Health Program	10/1/23	9/30/24
9	Police Department	VA-Victims of Crime Act Formula Grant Program	Pr24 Victim Assistance, General Victim Assistance Direct Services Program (VOCA)	16.575	4487802	\$49,248.16	Socorro Victim Assitance Program	10/1/23	9/30/24
10	Police Department	USDOJ - COPS Office	COPS Office Community Policing Development (CPO) Program	16.710	15/CDP5-21-GG- 02315-5PP5	5204,000.00	SPO Crisis Intervention Team- mental health professionals	9/1/21	12/51/24
11	Police Department	Office of National Drug Control Policy (ONDCP)	High Intensity Drug Trafficking Areas (HIDTA) Program - FY23	95.001	G23SW0018A	\$83,996.00	West Texas HIDTA Anti-Gang Task Force initiative	1/1/23	12/31/24
12	Police Department	HS-Homeland Security Grant Program (HSGP)	FY23 State Homeland Security Program (SHSP) - Regular Projects	97.067	4797301	\$131,605.42	Socorro Police Department Communications	9/1/23	8/31/25
13	Recreation Centers	Texas Historical Commission	FY 2023 Certified Local Government Grant	15.904	THC23	\$30,000.00	Rio Vista Farm Rehabilitation - Library	TBD	9/30/25
14	Planning & Zoning	Federal Highway Administration (FHWA) via pass- through to EPMPO	Transportation Alternatives Set- Aside (TASA)	20.205	ESOZX	\$605,425.00	Passmore Shared- Use Path	7/16/20	tao
15	Planning & Zoning	Texas Water Development Board	Flood Infrastructure Fund	State	Pending	\$3,433,281.00	Sparks Arroyo Orainage Project	TBD	TBD
16	Recreation Centers	Federal Transit Administration	FTA Section 5310 Program - EPMPO (FY 2023)	20.513	5310	\$143,425.00	Rio Vista Transportation Program	TBD	TBO
17	Recreation Centers	Federal Transit Administration	FTA Section \$310 Program - EPMPO (FY 2024)	20.513	5310	\$143,425.00	Rio Vista Transportation Program	TBD	TBO

Total in Active Grant Funds\*

\$6,121,884.60

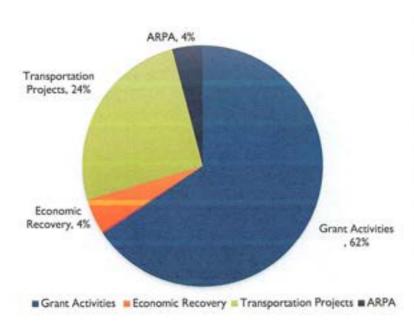
#### **Closed Out Grants**

Projects that have been completed and have been closed out are listed in Table 2 below. A total of four (4) grant projects totaling \$149,760.57 have been completed, closed out, and removed from the active grant funding table.

Table 2. Grant projects closed out during this reporting period.

				F	inancial Inform	nation	Project In	formation	
	City Department	Funding Agency	Grant Program	CFDA	Contract No.	Funding Awarded	Funding requested for	Project Start Date	Project End Date
1	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
2	Recreation Centers	Texas Historical Commission	FY 2021 Certified Local Government Grant	15.904	THC21	\$7,500.00	Rio Vista Farm 360 virtual tour and website	4/29/21	9/30/23
m	Police Department	Office of the Governor (OOG) Criminal Justice Division	VC - Coronavirus State Fiscal Recovery Fund (Victims of Crime - S8 8)	21.027	4474501	527,197.57	Socorro First Responder Mental Health Program	10/1/22	9/30/23
4	Police Department	Office of the Governor (OOG) Criminal Justice Division	VC - Coronavirus State Fiscal Recovery Fund (Victims of Crime - SB 8)	21.027	4487801	\$30,063.00	Socorro Victim Assitance Program	10/1/22	9/30/23

#### Department Activities



Between December 1, 2023 to
December 31, 2023,
approximately 228 service hours
were provided across various
projects and departments.
Department staff focused 62%
of department capacity on
Grant Activities, including grant
writing and grant administration,
24% of department capacity on
TxDOT Transportation projects,
and 4% on ARPA projects and
administration support..

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.

#### Transportation Projects

Table 2 below summarizes transportation funding that is administered by the Grants & Special Projects Department (GSPD). The GSPD spearheads the development of new transportation projects through the pre-grant application, grant application submittal, and post-grant award phases. Although not all transportation projects are funded through a competitive grant process, the GSPD is also responsible for administrative support for all state and federal grant-funded transportation projects through the project's close-out phase. As of this reporting period, the GSPD administers \$14,063,177.00 in transportation project funding across five (5) major transportation projects. Please note, although the Texas Transportation Commission did

vote to award the City of Socorro \$16,174,505.00 for the Paso del Norte Trail – Socorro Active Transportation Network Project, this amount will not be reported below until an Advance Funding Agreement with TxDOT is in place.

Table 2. Summary of Transportation Project Funding

				Financial	Information		Reimbursements	Reimbursements
	Project Title	CSJ	Federal	State	Cocal	Project Total	Reimbursed vs Expended (November 2023)	Reimbursed vs Expended (December 2023)
1	Rio Vista Rd. Bridge Replacement	0924-06-423	\$1,383,564.00	\$0.00	\$322,266.00	\$1,705,830.00	83.7%	83.7%
2	Bovee Rd. Bridge Replacement	0924-06-424	\$1,241,373.00	\$0.00	\$116,307.00	\$1,357,680.00	84.5%	84.5%
3	Nuevo Hueco Tanks Rd. Extension	0924-06-607	\$2,828,600.00	\$602,949.00	\$262,251.00	\$3,693,200.00	78.1%	78.1%
4	Passmore Shared Use Path*	0924-06-604	\$605,425.00	\$29,745.00	\$151,357.00	\$786,527.00	78.1%*	78.1%
5	Arterial 1 (1682 Blvd) Amendment No. 1	0924-06-563	\$4,205,450.93	\$907,888.15	\$1,406,601.32	\$6,519,940.40	95.6%	95.6%

#### Economic Recovery

- Small Business Support Activities
  - SOCO Breakfast Networking event on December 7, 2023. Attendees: 30
  - Socorro Business Hub:
    - New users: 0
  - Deployment of Socorro Small Business Resources Newsletter:
    - Email Campaigns: 16
    - Subscribers: 855
    - Average rate of opens: 27.0%
    - Average rate of clicks: 0.30%
- Small Business Assistance Services
  - Small Business Support Center Visitors:
    - 15 visits logged receiving small business support services at E.G. Chayo
       Apodaca Community Center during the month of December 2023
- Economic Recovery Strategic Plan

o Review of Operations and Management Plan component of strategic plan



### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

**REZONING REQUEST** 

STAFF REPORT

#### SUBJECT:

INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF BLOCK 2, TRACTS 6 AND 6A, SOCORRO GRANT LOCATED AT 11051 NORTH LOOP DRIVE, SOCORRO, TX FROM A-1 (AGRICULTURAL) TO ICMUD (INDUSTRIAL/COMMERCIAL MIXED USE DEVELOPMENTS) TO ALLOW FOR ENCLOSED MANUFACTURING (WAREHOUSES), COMPOUNDING, ASSEMBLING OR TREATMENT OF ARTICLES.

NAME: 11051 NORTH LOOP REZONING

**PROPERTY ADDRESS:** 11051 NORTH LOOP DRIVE

PROPERTY LEGAL

**DESCRIPTION:** BLOCK 2, TRACTS 6 AND 6A, SOCORRO GRANT

**PROPERTY OWNER:** HERMANOS FARMS, LTD.

**REPRESENTATIVE:** MATT WILLIAMSON | PINCHAL & COMPANY LLC.

PROPERTY AREA: 99.332 ACRES

CURRENT ZONING: A-1

CURRENT LAND USE: AGRICULTURAL

FUTURE LAND USE MAP: AGRICULTURAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 250-B &

0239-B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request for **APPROVAL** of Rezoning of property from A-1 to IC-

MUD to allow for enclosed manufacturing (Warehouses),

compounding, assembling or treatment of articles.

**STAFF RECOMMENDATION:** Staff recommends **DENIAL** of the Rezoning request.

**P&Z COMMISSION:** Commission voted for a **DENIAL** of the Rezoning request at their

May 16, 2023 meeting.

Ivy Avalos Mayor

Ruben Reves Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2

Rudy Cruz, Jr. District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

ORDINANCE	
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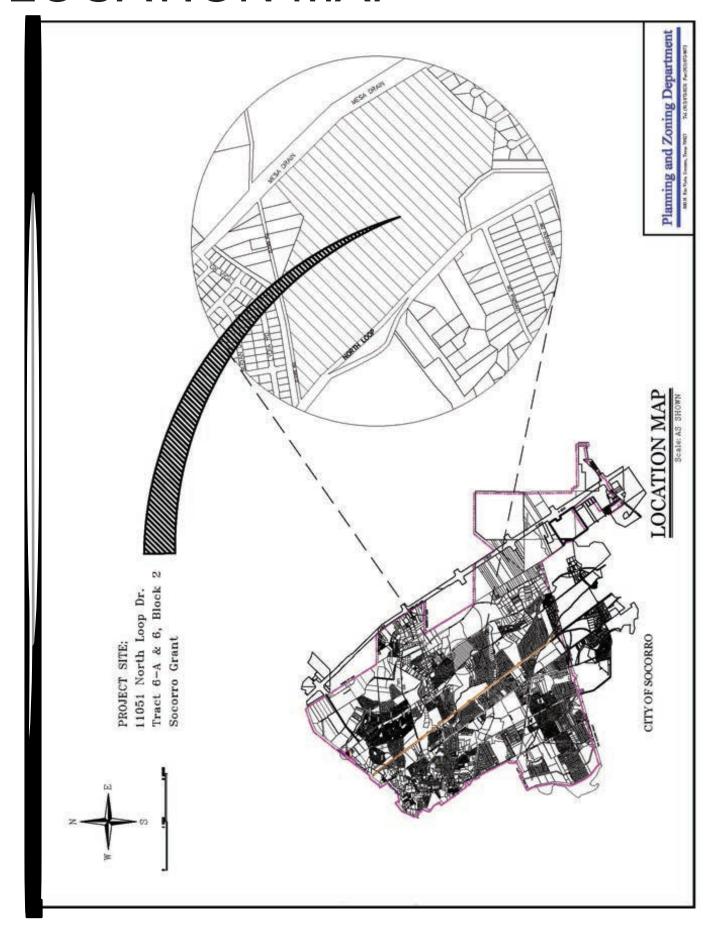
AN ORDINANCE APPROVING A REZONING OF BLOCK 2, TRACTS 6 AND 6A, SOCORRO GRANT LOCATED AT 11051 NORTH LOOP DRIVE, SOCORRO, TX FROM A-1 (AGRICULTURAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED USE DEVELOPMENTS) TO ALLOW FOR ENCLOSED MANUFACTURING (WAREHOUSES), COMPOUNDING, ASSEMBLING OR TREATMENT OF ARTICLES.

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

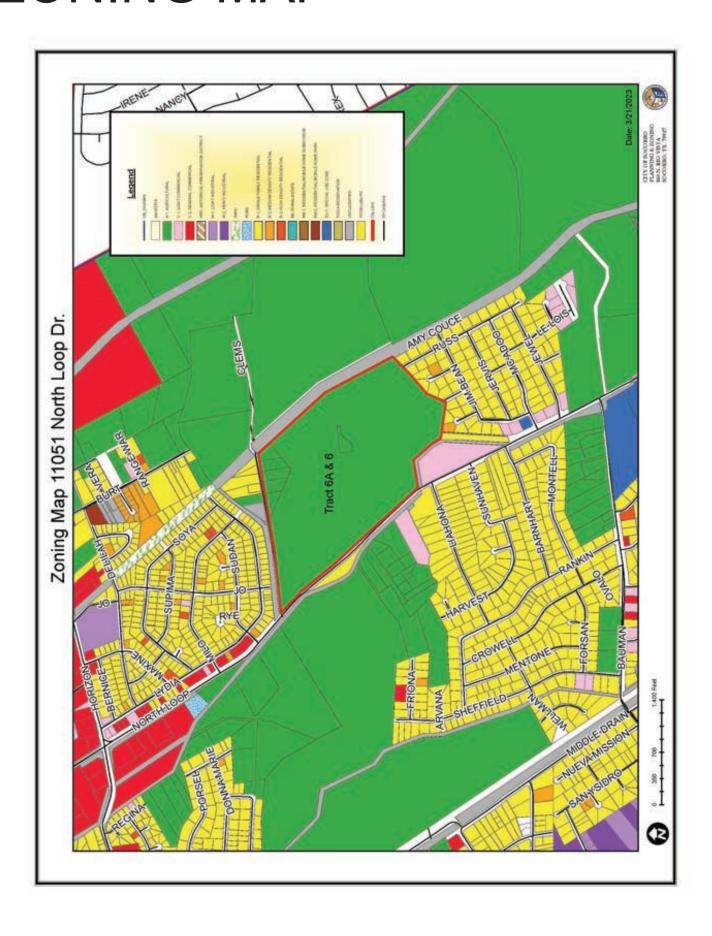
That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, that the property being Block 2, Tracts 6 and 6A, Socorro Grant located At 11051 North Loop Drive, Socorro, TX From A-1 (Agricultural) to IC-MUD (Industrial/Commercial Mixed Use Developments) to allow for enclosed manufacturing (warehouses), compounding, assembling or treatment of articles.

<b>READ, APPROVED AND ADOPTED</b> this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	:
James A. Martinez Socorro City Attorney	

### **LOCATION MAP**



### **ZONING MAP**



# SITE PICTURES

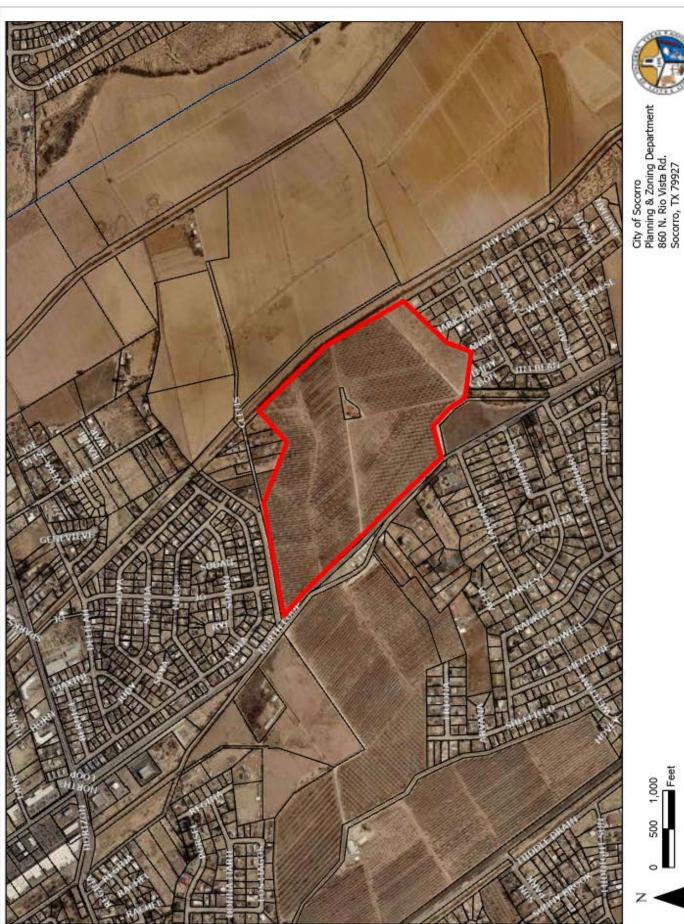
View towards property from North Loop with Clems Rd visible.



View towards property from North Loop (north bound).



### **AERIAL PHOTO**



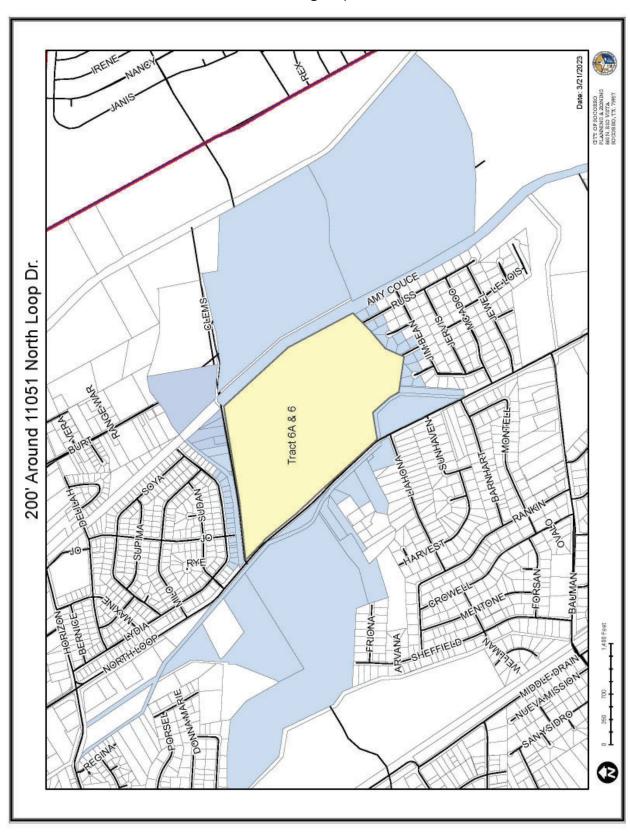
Date prepared: 1/18/2024





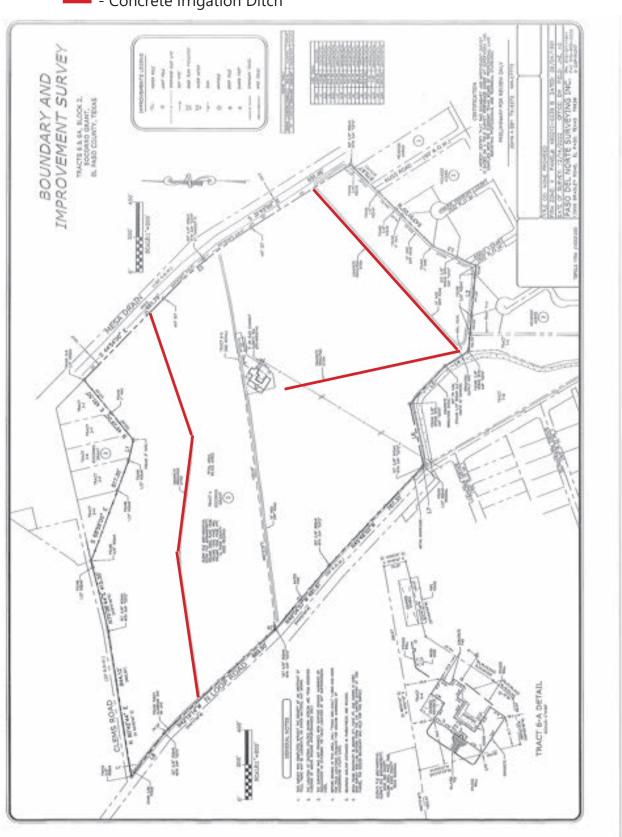
### **PUBLIC HEARING**

In-person comments were received for the rezoning request.



### **IMPROVEMENT SURVEY**

Concrete Irrigation Ditch



# SITE PLAN (INITIAL)





PINCHAL EL PASO

PRESENTATION SITE PLAN

P-01



AUTO-MERING

# SITE PLAN(REVISED)





### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

#### REPLAT AND VARIANCE REQUEST APPLICATION

#### **STAFF REPORT**

SUBJECT:

INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO APPROVE A REPLAT AND VARIANCE REQUESTS FOR EASTWIND INDUSTRIAL REPLAT 'A' SUBDIVISION, BEING LOT 1, BLOCK 1 AND LOT 1, BLOCK 2, EASTWIND INDUSTRIAL, SOCORRO, TX.

NAME: EASTWIND INDUSTRIAL REPLAT 'A' SUBDIVISION

**PROPERTY ADDRESS:** GATEWAY BLVD. EAST

**PROPERTY LEGAL DESCRIPTION:**LOT 1, BLOCK 1 AND LOT 1, BLOCK 2, EASTWIND INDUSTRIAL, SOCORRO, TX.

**PROPERTY OWNER:** EL PASO LOGISTICS II, LLC.

REPRESENTATIVE: ADRIAN I. HOLGUIN-ONTIVEROS | CSA DESIGN GROUP, INC.

PROPERTY AREA: 185.343 ACRES

CURRENT ZONING: IC-MUD (INDUSTRIAL/COMMERCIAL MIXED USE

**DEVELOPMENTS**)

CURRENT LAND USE: VACANT

FUTURE LAND USE MAP: LIGHT INDUSTRIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0277-B /

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a Replat and variances requested for

Eastwind Industrial Replat 'A' Subdivision.

**VARIANCE REQUEST:** Applicant is requesting the following variants: 1.) Reduction in the

minimum setback (for properties facing minor arterials),

2.) Reduction in the total number of parking spaces required for de velopment, and 3.) An increase in the maximum allowable

height for buildings in the IC/MUD zoning district.



### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

# REPLAT AND VARIANCE REQUEST APPLICATION STAFF REPORT (CONT.)

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Replat with the variances

requested.

**P&Z COMMISSION:** Commission voted for **APPROVAL** of the Replat and Variance

request fto approve a minimum of 45 ft front setback, to approve for a maximum of 55 ft height, to approve the

parking lot variance so long as it complies with the approved development plan which is one parking spot for every 2000 sq ft

at their January 16, 2024 meeting.

Ivy Avalos Mayor

Ruben Reves Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2

Rudy Cruz, Jr. District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

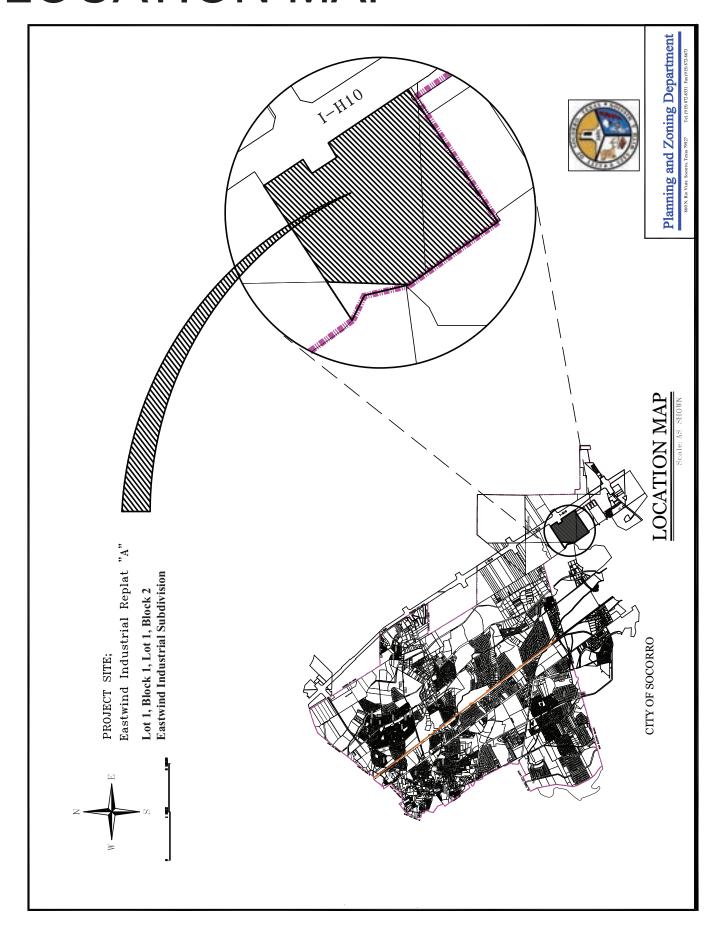
AN **ORDINANCE APPROVING EASTWIND INDUSTRIAL** REPLAT SUBDIVISION, BEING LOT 1, BLOCK 1 AND LOT 1, BLOCK 2, EASTWIND INDUSTRIAL, SOCORRO, TX, AND VARIANCE REQUESTS TO APPROVE A MINIMUM OF 45 FT FRONT SETBACK, TO APPROVE FOR A MAXIMUM OF 55 FT HEIGHT, TO APPROVE THE PARKING LOT VARIANCE SO LONG AS IT COMPLIES WITH THE APPROVED DEVELOPMENT PLAN WHICH IS ONE PARKING SPOT FOR EVERY 2000 SQ FT SOCORRO, TEXAS.

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

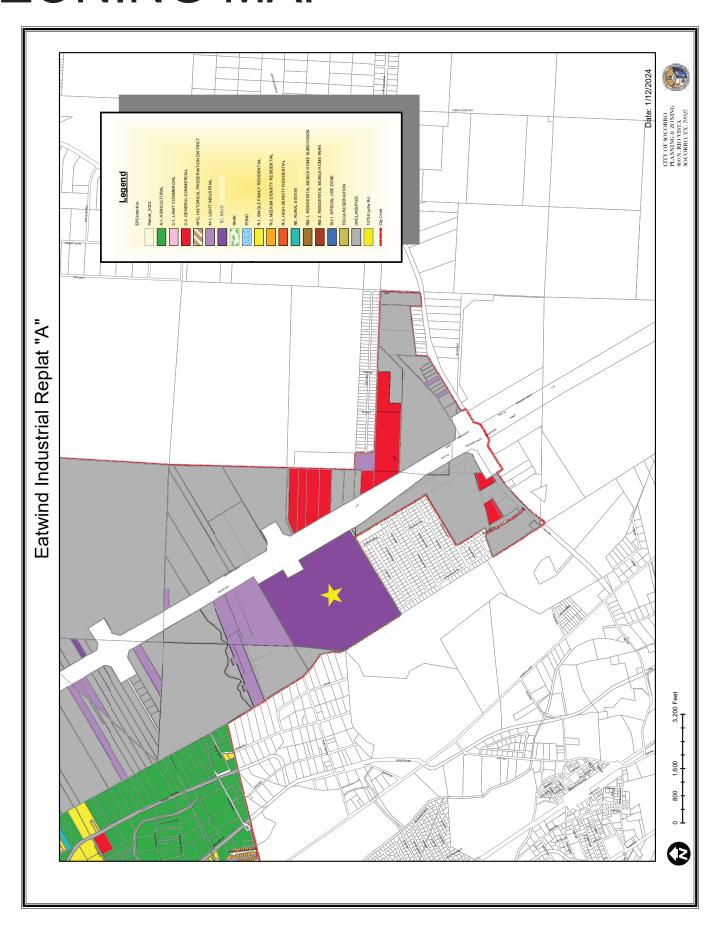
That Eastwind Industrial Replat 'A' Subdivision, Being Lot 1, Block 1 and Lot 1, Block 2, Eastwind Industrial, Socorro, TX, And variance requests to approve a minimum of 45 ft front setback, to approve for a maximum of 55 ft height, to approve the parking lot variance so long as it complies with the approved development plan which is one parking spot for every 2000 sq ft Socorro, Texas. has been granted final plat approval as per the subdivision ordinance of the City of Socorro, Texas

<b>READ, APPROVED AND ADOPTED</b> this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	
James A. Martinez Socorro City Attorney	

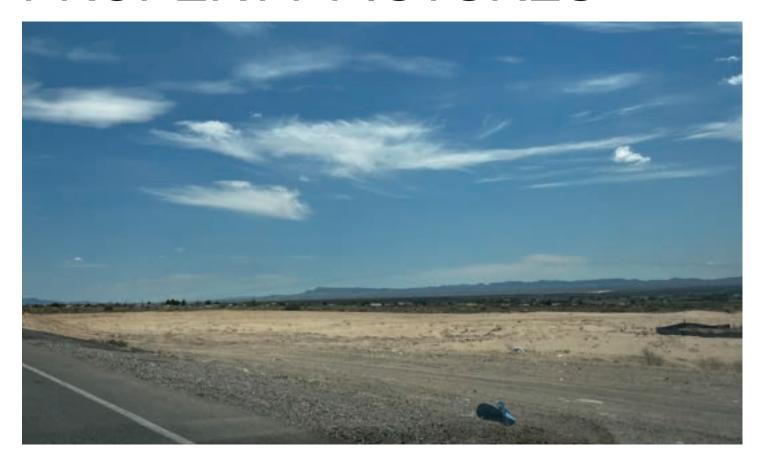
### **LOCATION MAP**



### **ZONING MAP**



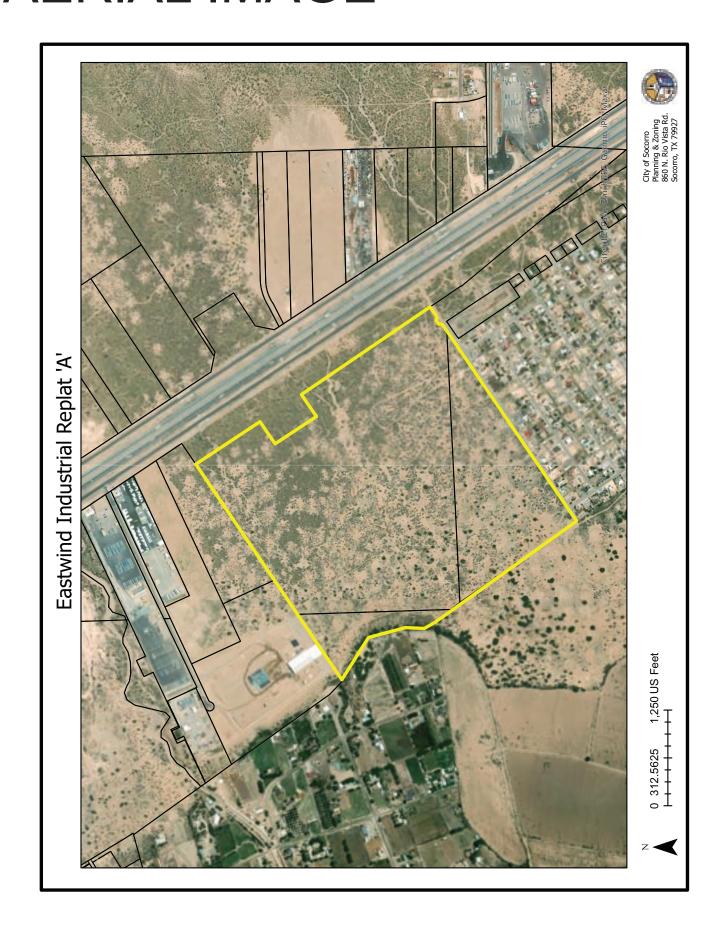
# PROPERTY PICTURES



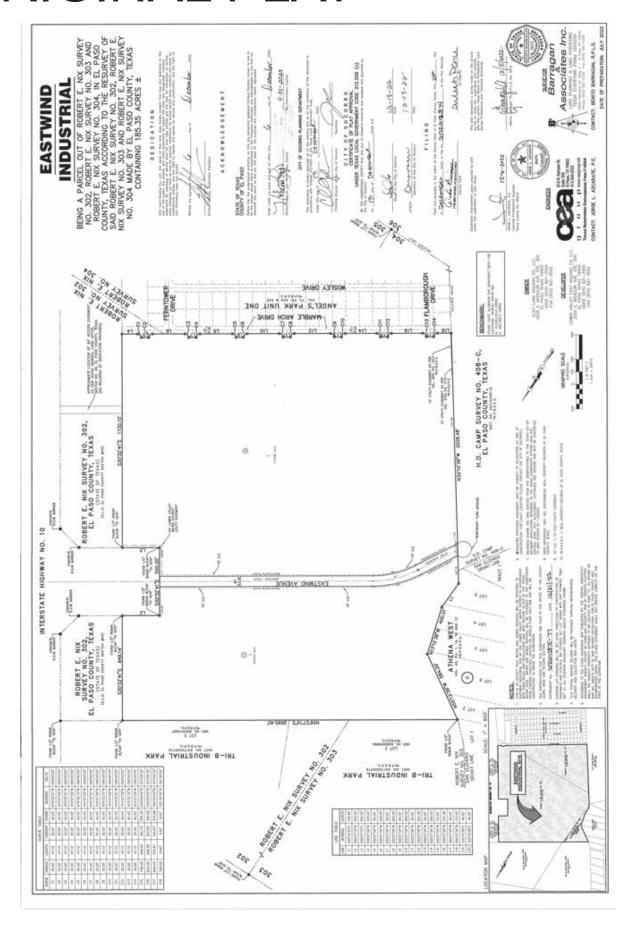
View of property from Gateway Blvd East.



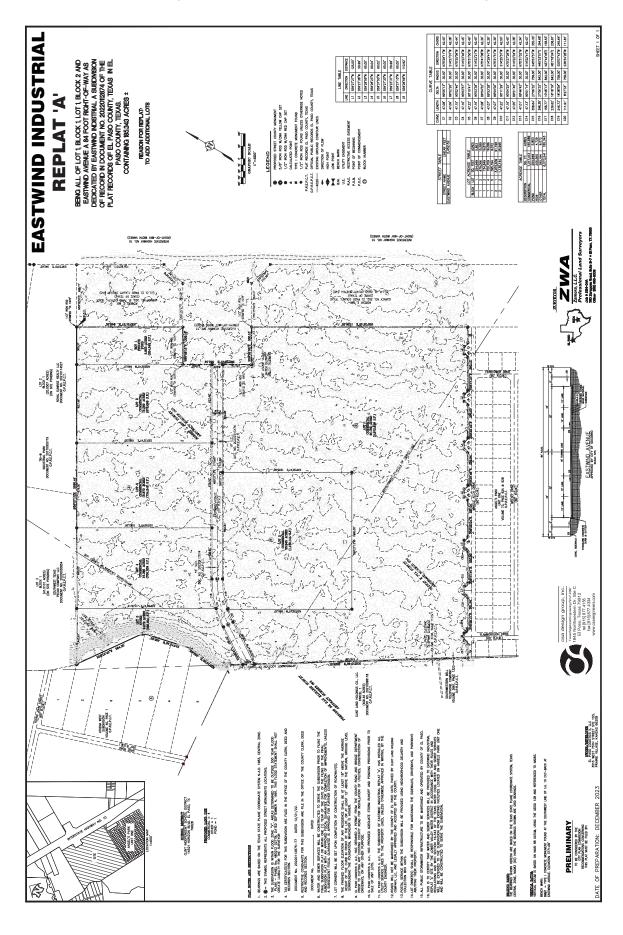
### **AERIAL IMAGE**



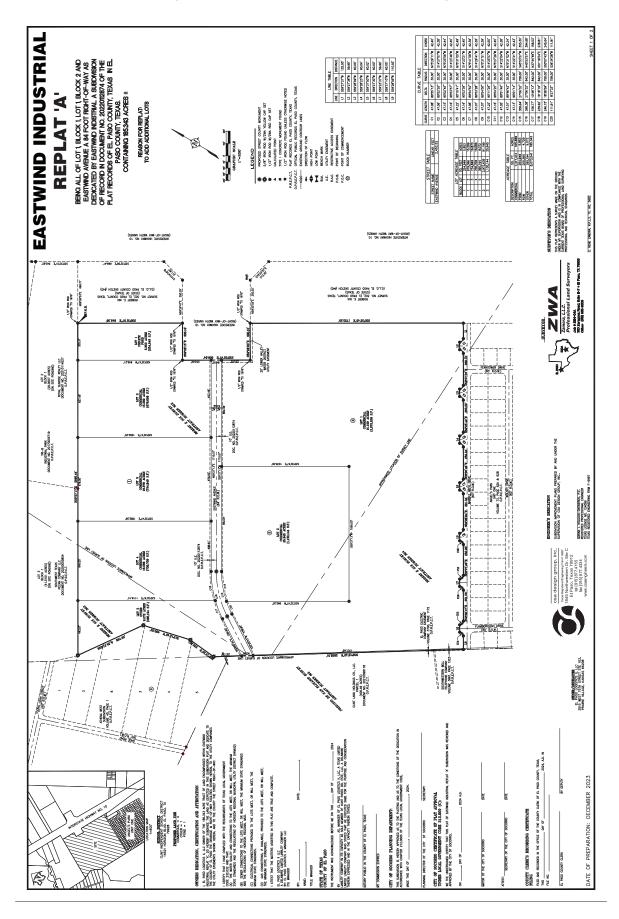
### **ORIGINAL PLAT**



### REPLAT (PRELIMINARY PLAT)



### REPLAT (FINAL PLAT 1 of 2)



### REPLAT (FINAL PLAT 2 of 2)

# **EASTWIND INDUSTRIAL** REPLAT 'A'

REASON FOR REPLAT: TO ADD ADDITIONAL LOTS

BENG ALL OF LOT 1 BLOCK 1 LOT 1 BLOCK 2 AND EASTWAND AND EM & AR POOT MENT-OF-WAY AS DEDICATED BY EASTWAND NUSTRAL A SHEDWISHOW OF RECORD N DOCAMENT NO. 2022/01/27 OF THE PLAT RECORDS OF BLOSS COMMT, TEXAS N BLARS COMMT, TEXAS N BLARS COMMT, TEXAS N BLARS COMMT, TEXAS N BLARS COMTANNO \$65349 ACHES \$

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S 57287619 E, for a delation of XXXX5 field to a 1/2-bith free sold with cop planning TL 1974 from E. from which a fiber 1 fiper 1 concrete monament found bear 10 750784 E, for a delation of 0.55 feet.

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and certical for this subgivision are fled in the office of the county closk, deed records scriftly.

DOCUMDIT No. 20220112875—77 DATED 12/21/22. RESTRICTIVE CONSMANS FOR THIS SUBONISON ARE FILE IN THE OFFICE OF THE COUNTY CLERY, I AND RECORDS SECTION.

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EL PADS COOSTICS I, LLC., HAS PROVIDED ADEQUATE STORM RUNDET AND PONDING PROVISIONS PRIOR SALE OF MAY LOTS.

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(1) S. SETONE, for a district at 6.052 but to a 1,72-but has not alth one shared the harmon at some the harmon at the harmon (1) days and core to the digit, as we delines of 4725 bett, and core height a relies of 3420 bet, a sented eight at 3420 bett, and core to the coparage 354, his was a first a sent of short or the coparage 354, his was a first and or a first a form of about 10.75 perfect, for a date of 2124 bett to a 122-beth the ord of the coparage 354, his bett to a 2124 bett to a 122-beth the ord all to oppose 322, his bett to a 122-beth the ord all to oppose 322, his fight. (i) date and core to the right, on an deletion of 47,27 kmL, and core hange a ratio of 33,00 kmL, a carrier angle at 255 kmL, and of the second of 157,151 km, for a cored deletion of 42,28 kml to a 1,5-box har red able can always 255 km km full sect of sections of 157,151 km, for a cored deletion of 42,28 kml to a 1,5-box har red able can always 3) dang sad care to the other, as are districted of 21.22 feet, and care having a ratios of 33.00 feet, o central origin of 33.07 feet, and a leader of 25.00 feet to a 1/2-but how not all the original states of the analysis of a second control of 25.00 feet to a 1/2-but how not all the say of the 3) dang and man is the dight, as no dateon of CLM but, and man beng a make of SLCD but, a cannot amp of Man SLC, and a member and yet SLCD. It for a close dateon of GLM but to a 1/2-but has not also not also operated Wat, his work of the seal of the Lord. 3) S SECTIVE, for a dateon of SLBB but to a 1/2-but has not also approximated but hat beaut of the happings of come to the fight. UDICE, IL XEVEVE, A. IL IZZIATI sambay bis, anchesal come of safe Add-Green level, being the suchastic come of IX. A. Institute of the Common ), done and come to the other, as an address of 4728 last, and come having a radia of 33.50 last, a cared origin 1887 57, and can be being of 18 18 18 18 for a chief distance of 45.60 feet to a 1/2-ten into all one promoped 1888 to 1886 at the seat of and count. 3) done and corne to the right, as are determe of 47.14 feet, and corne having a reduce of 33.00 feet, a central confin of 2003/32/27. As a calculat baring of 5.12/37/47. It is a cheer determe of 42.40 feet to a 1/3-buth from red with cap storage BBA, he's feet of the determent. (i) obeg and core to the right, as we delance of 47.22 feet, and core haring a radius of 33.00 feet, a central origin of 184, but loand a load beach of 1773TVVVV is for a chord delance of 45.00 feet to a 1/2-tos hen rod with cap almost 184, but loand at the end of and core. 5) dece and curve to the right, as an defence of 47,55 feet, and curve hering a radius of 35,00 feet, as central despis of \$755.00 to clear bending of 5,1522.00 feet, to a VZ-lich how re with cap plannes and ALSB feet to a VZ-lich how re with cap plannes that N, 100 feet to a VZ-lich how re with cap plannes (3) deep said corn to the right, as are delivers of 4721 feet, and corns hering a radius of 30,00 feet, a central despis of \$PENTATO. To N. PENTATO. To feet a chard delivers of 42,34 feet to a 1/2-both her nod also cap atmosp shall be be been and of and corns. 3) dece and curr to the right, as one defence of 47,13 best, and cure herby a readon of 30,00 best, a carefol origin of 2001 best, a carefol origin of 2001 best, as a closed best of 1,122-24 best of the 2,122-24 best of ) is NOTIVOL, the 6 abouted of 2015 but to a 1/2-but has not also not defined. The vir.

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CANDIC ALER: He bejands shown herein he baed on the tidas state plane coordinate system, chiting, zone, amers (as) hame. The bejands shown are ond benance.

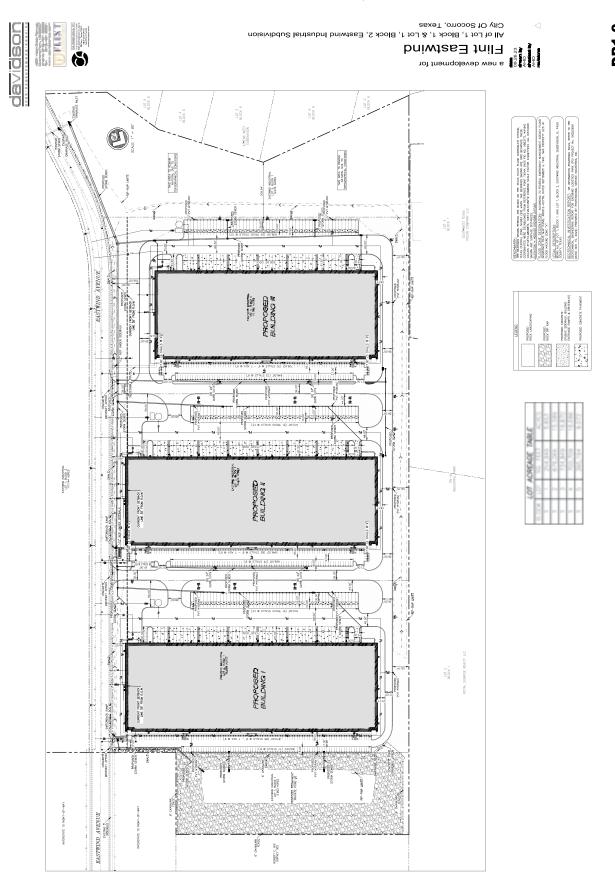
So also and the company of company and the company of the company T. RAUGE WILL NOT BE MANTHARD BY THE COUNTY OF BL PAGE UNTL. PANDS BY DL PAGE LOGISTICS IL LIG. N. ROCKLEL, SPANCE MINH THE SUBDINISON WILL BE PROVICED USING INCOMPROMEDOD DELICEY MAD COLLECTIVA BOX UNITS.

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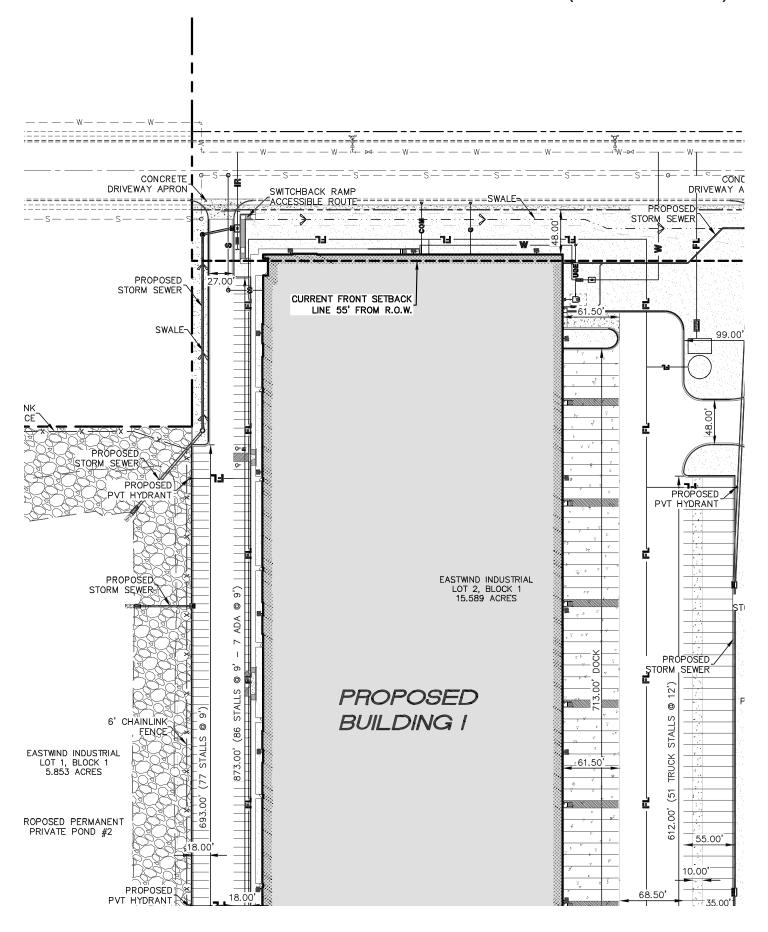




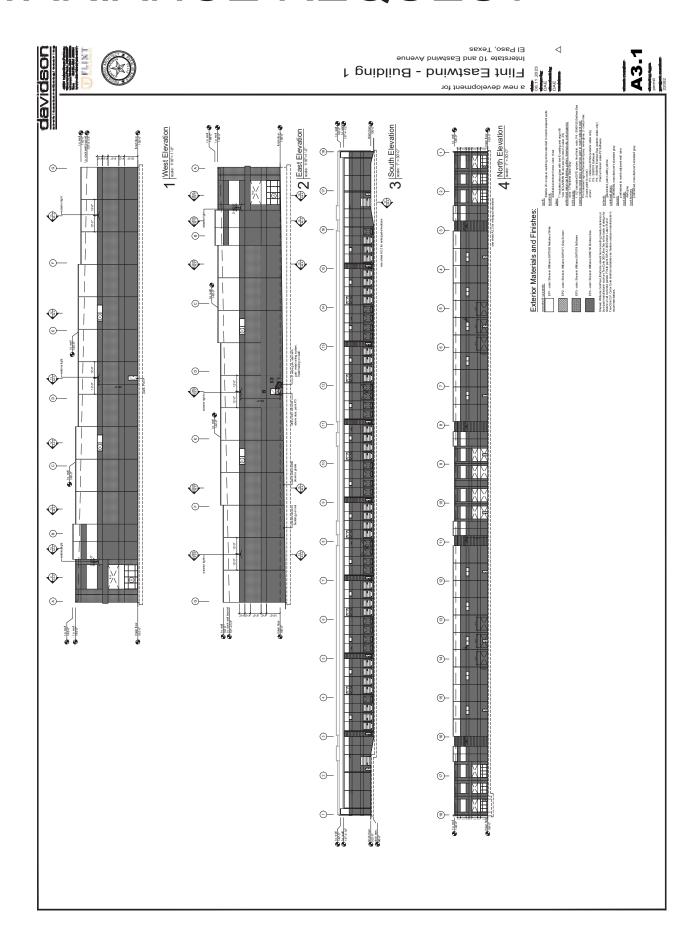
### VARIANCE REQUEST



# VARIANCE REQUEST(ENLARGED)



### VARIANCE REQUEST





### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

FINAL PLAT APPLICATION

STAFF REPORT

SUBJECT:

INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A FINAL PLAT FOR HORIZONE SUBDIVISION, BEING A PORTION OF TRACT 24E, BLOCK 9, SOCORRO GRANT, SOCORRO, TX.

NAME: HORIZONE SUBDIVISION

**PROPERTY ADDRESS:** 10517 ALAMEDA AVE.

PROPERTY LEGAL A PORTION OF TRACT 24E, BLOCK 9, SOCORRO GRANT,

**DESCRIPTION:** SOCORRO, TX

**PROPERTY OWNER:** HORIZONE PROPERTIES, LLC.

**REPRESENTATIVE:** HORIZONE PROPERTIES, LLC.

**PROPERTY AREA:** 3.76 ACRES

**CURRENT ZONING:** M-1 (LIGHT INDUSTRIAL)

CURRENT LAND USE: COMMERCIAL

FUTURE LAND USE MAP: COMMERCIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0250-B

/FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of the Final Plat for Horizone Subdivision.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Final Plat.

**P&Z COMMISSION:** Commission voted for **APPROVAL** of the Preliminary Plat

at their November 21, 2023 meeting.

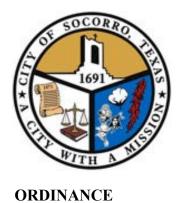
Commission voted for APPROVAL of the Final Plat at their

January 16, 2024 meeting.

Ivy Avalos Mayor

Ruben Reyes Representative At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

2024.

day of

AN ORDINANCE APPROVING FINAL PLAT FOR HORIZONE SUBDIVISION BEING A PORTION OF TRACT 24E, BLOCK 9, SOCORRO GRANT, SOCORRO, TEXAS.

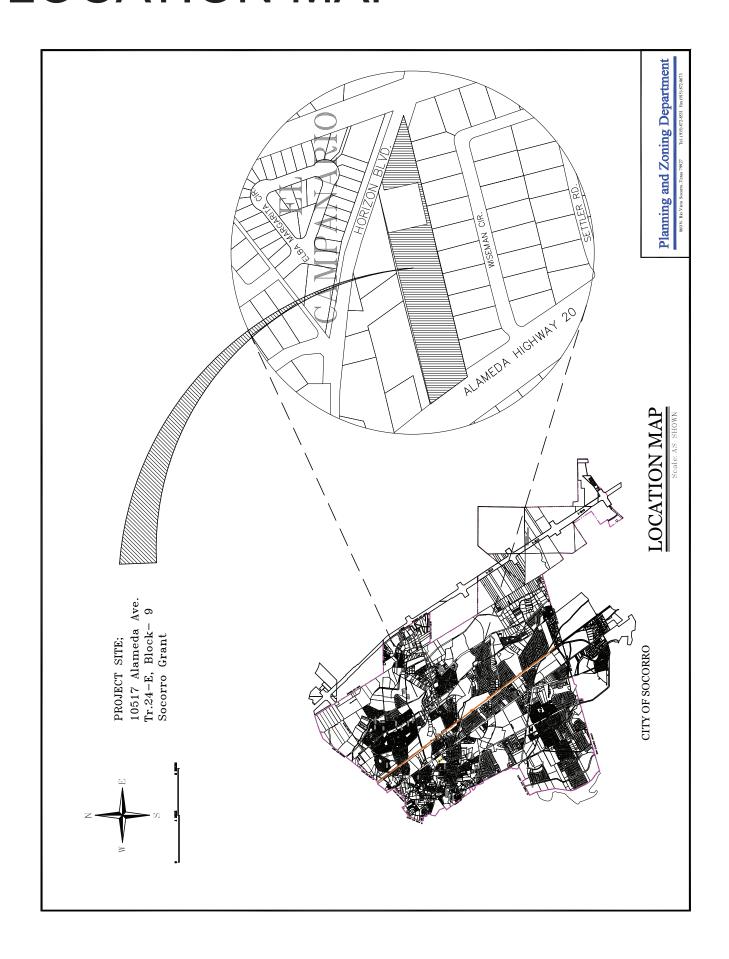
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOCORRO:

That the Horizone Subdivision, being a portion of Tract 24E, Block 9, Socorro Grant, Socorro, Texas. has been granted Final Plat approval as per the Subdivision Ordinance of the City of Socorro, Texas

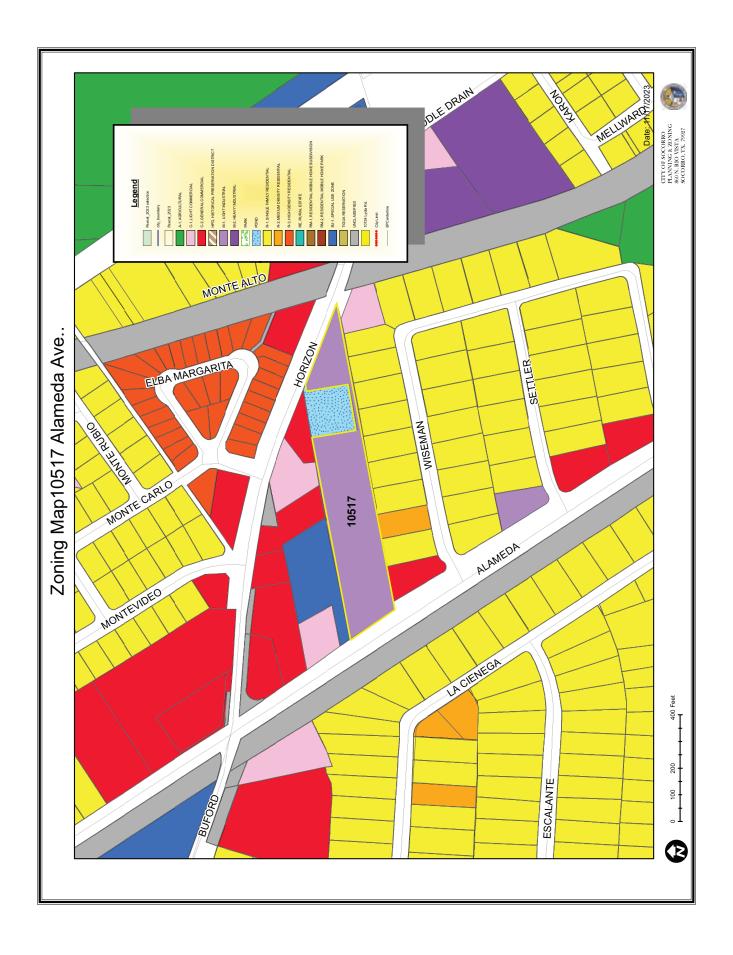
**READ. APPROVED AND ADOPTED this** 

,,	
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	
James A. Martinez Socorro City Attorney	

### **LOCATION MAP**



### **ZONING MAP**



# SITE PICTURES

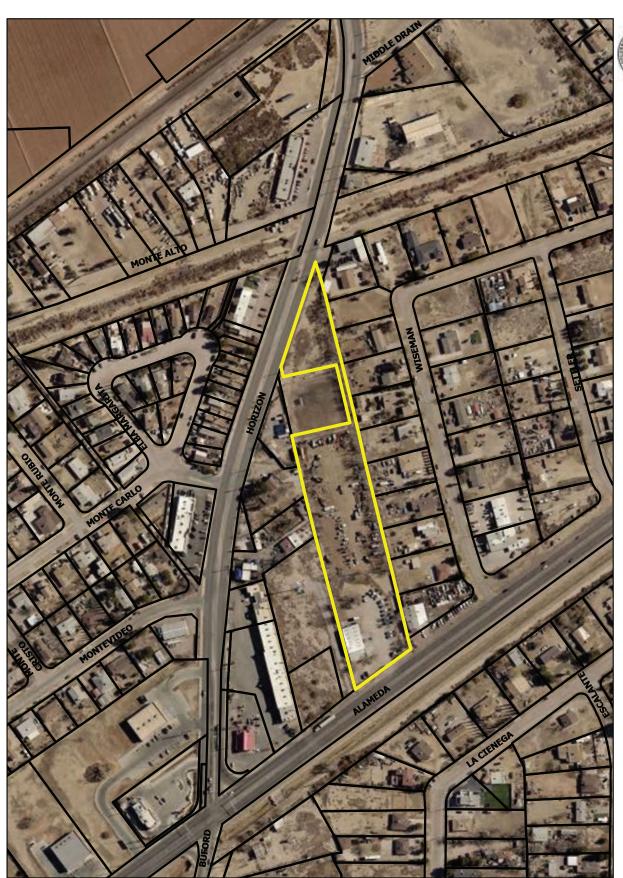
View of property from Alameda Ave.



View of property from Horizon Blvd.



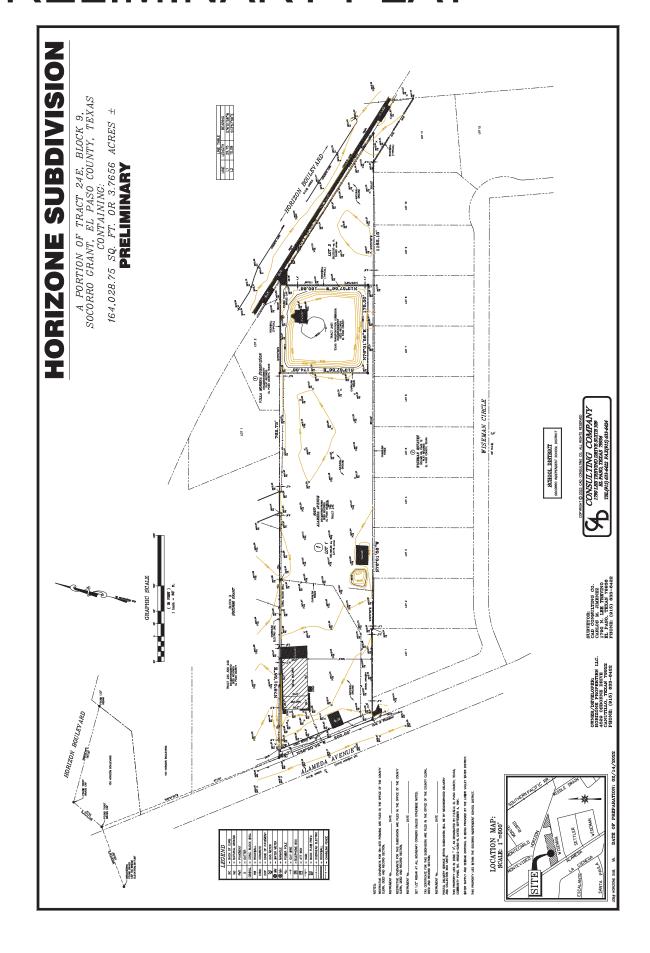
## **AERIAL PHOTO**



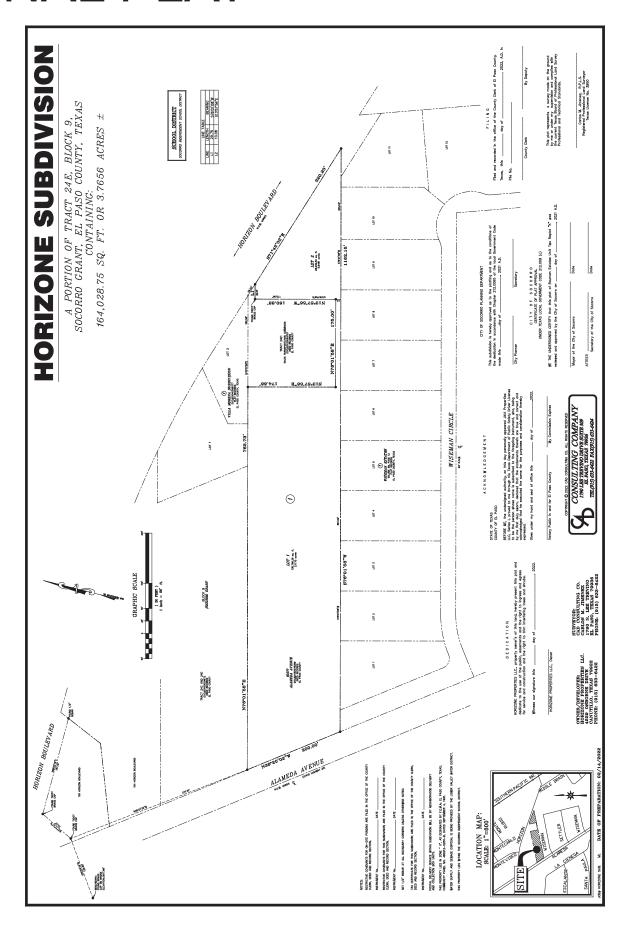




## PRELIMINARY PLAT



## FINAL PLAT





## CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

## FINAL PLAT RESUBMISSION APPLICATION

**STAFF REPORT** 

SUBJECT:

INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A FINAL PLAT RESUBMISSION FOR SOCORRO LOGISTICS CENTER UNIT 2. BEING ALL OF TRACT 8, 9, 10A, AND 11C, AND A PORTION OF TRACT 10A1 AND 11C1, BLOCK 5, SOCORRO GRANT, SOCORRO, TX

NAME: SOCORRO LOGISTICS CENTER UNIT 2 SUBDIVISION

**PROPERTY ADDRESS:** SOCORRO LOGISTICS LANE

**PROPERTY LEGAL** 

**DESCRIPTION:** BEING ALL OF TRACT 8, 9, 10A, AND 11C, AND A PORTION OF

TRACT 10A1 AND 11C1, BLOCK 5, SOCORRO GRANT,

SOCORRO, TX

PROPERTY OWNER: HUNT EASTLAKE INDUSTRIAL, LLC. & SOCORRO LOGISTICS

LAND, LLC.

REPRESENTATIVE: JORGE GRAJEDA | CEA GROUP

PROPERTY AREA: 60.74 ACRES

CURRENT ZONING: IC-MUD

CURRENT LAND USE: VACANT

FLOOD MAP: According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0236-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of the Final Plat Resubmission for Socorro

Logistics Center Unit 2

**STAFF RECOMMENDATION:** The Socorro Logistics Center Unit 2 Final Plat was **APPROVED** 

by City Council on December 1, 2022.

Staff recommends **APPROVAL** of the Socorro Logistics Center Unit

2 Final Plat Resubmission.

**P&Z COMMISSION:** Commission voted for a **APPROVAL** of the Rezoning request at

their January 16, 2024 meeting.

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1

James A. Martinez Socorro City Attorney



Alejandro Garcia
District 2

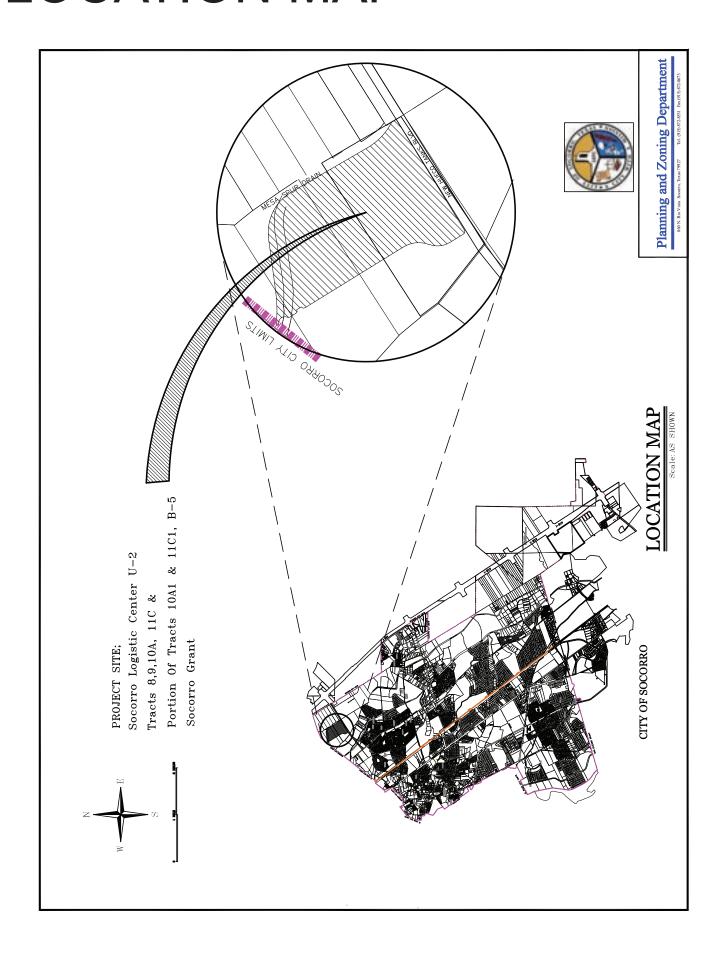
Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

ORDINANCE		
AN ORDINANCE APPROVING FINAL PLAT FO #2, BEING A PORTION OF TRACTS 8, 9, 10A, ANI 10A1 AND 11C1, BLOCK 5, SOCORRO GRANTEXAS.	) 11C, AND A POR	TION OF TRACTS
NOW THEREFORE, BE IT ORDAINED BY OF SOCORRO:	THE CITY COUN	CIL OF THE CITY
That the Horizone Subdivision, being a portion of Tracts 10A1 and 11C1, Block 5, Socorro Grant, Socorro, Texa per the Subdivision Ordinance of the City of Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro Grant, Socorro, Toxico Control (1988) and 11C1, Block 5, Socorro, Toxico Control (1988) and 11C1,	s. has been granted	
READ, APPROVED AND ADOPTED this	day of	2024.
	CITY OF SOCO	ORRO, TEXAS
ATTEST:	Ivy Avalos, May	yor
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		

# **LOCATION MAP**



## PROPERTY PICTURES



Views of property from Socorro Logistics Ln.



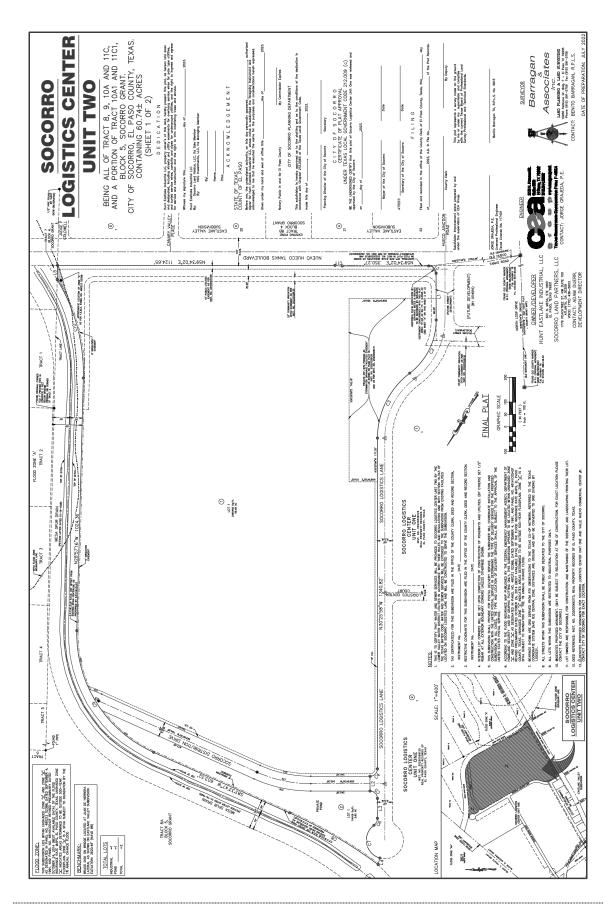
## **AERIAL IMAGE**



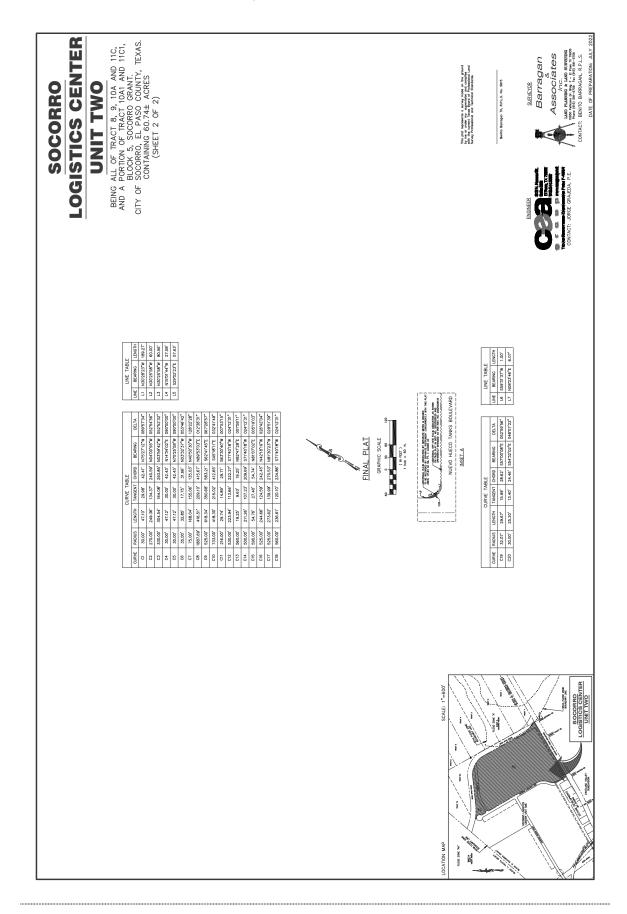
## MASTER PLAN (ORIGINAL SUBMISSION)



## FINAL PLAT (SHEET 1 OF 2 - ORIGINAL SUBMISSION)



## FINAL PLAT (SHEET 2 OF 2 - ORIGINAL SUBMISSION)



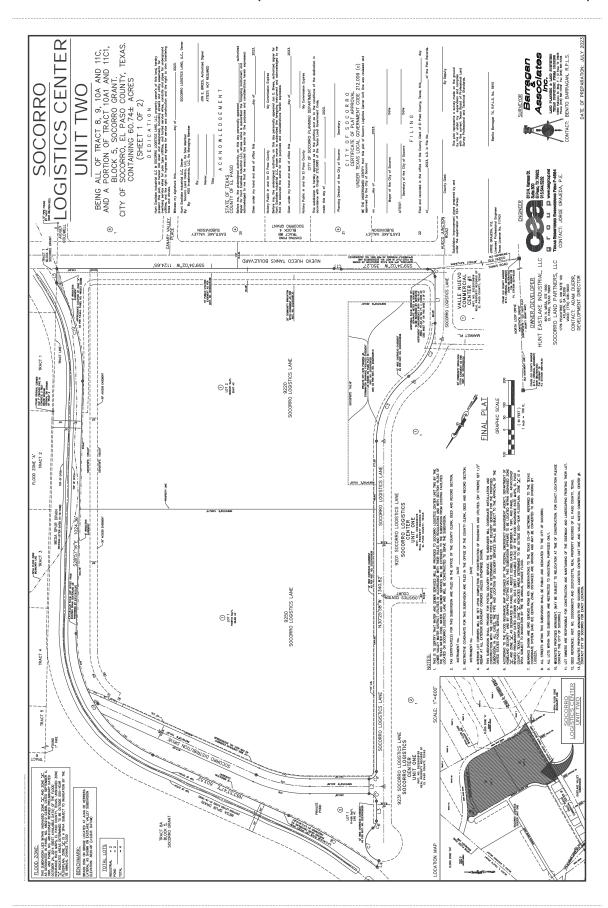
## MASTER PLAN (UPDATED)



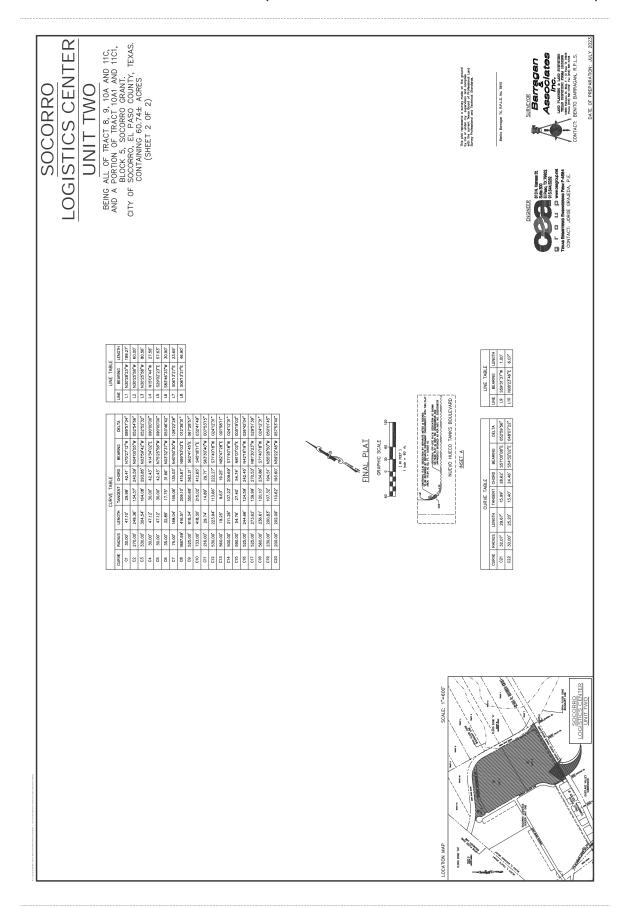
SOCORRO LOGISTICS CENTER MASTER PLAN

(915) 877-2020 office (915) 877-2998 fox

## FINAL PLAT (SHEET 1 OF 2 - RESUBMISSION)



## FINAL PLAT (SHEET 2 OF 2 - RESUBMISSION)



Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2 /Mayor ProTem

Rudy Cruz, Jr.
District 3 / Mayor ProTem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

**DATE:** January 18, 2024

**TO:** Mayor & Council

CC: Adriana Rodarte, City Manager

FROM: Lorrine Quimiro, City Planner Development Director

SUBJECT: INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE IV. BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES, DIVISION 8. BUILDING AND STANDARDS COMMISSION, SECTION 2-276 MEMBERS AND TERMS.

#### **SUMMARY**

This Ordinance amendment reconciles a discrepancy with the number of board members and their appointment. The ordinance calls for seven member but only account for the appointment of six members.

#### BACKGROUND

Staff direction was to prepare draft bylaws for the Building and Standards Commission so they may be called upon to meet if needed. In reviewing the ordinance the discrepancy was brought to our attention.

#### STATEMENT OF THE ISSUE

The ordinance calls for a panel of seven members made up of five (5) regular members and two alternates. Staff recommends that the regular member appointment be one member per City Representative and that Mayor appoint the two alternates.

#### FINANCIAL IMPACT

None

#### ALTERNATIVE

Deny

#### **NO APPROVE**

#### STAFF RECOMMENDATION:

Staff Recommends Approval.

**Ruben Reyes** At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

**Yvonne Colon-Villalobos**District 4

**Adriana Rodarte**City Manager

ORDINANCE	
-----------	--

AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE IV. BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES, DIVISION 8. BUILDING AND STANDARDS COMMISSION, SECTION 2-276 - MEMBERS AND TERMS.

WHEREAS the City of Socorro desires to and believes it is in the best interest of the City to amend Chapter 2 Administration, Article IV. Boards, Commissions, Agencies and Authorities, Division 8. Building And Standards Commission, Section 2-276 - Members and Terms, 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:

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

#### **DIVISION 8. Building And Standards Commission**

#### Sec. 2-276. Members and terms.

The buildings and standards commission shall consist of one panel of seven members. The members of the buildings and standards commission shall serve for terms of two years. Two alternate members shall may also be appointed to serve for terms of two years. The members of the buildings and standards commission and alternates shall be appointed by the mayor and city representatives places 1, 2, 3, 4, and 5 in the following manner: each member of council shall appoint one commission member and the mayor shall appoint two. No members of the city council may serve on the buildings and standards commission. A member of the buildings and standards commission may be removed by city council for cause on a written charge. Before a decision regarding removal is made, the city council must hold a public hearing on the matter if requested by the commission member subject to removal. The vacancy shall be filled for the unexpired term by the city council representative for the district for the removed commission member.

(Ord. No. 378, § 2, 10-15-2015; Ord. No. 445, § 2, 8-16-2018)

r	This	ordinance	shall	take	effect	immediately	from	and	after	is	passage	and
publica	tion (	of the captio	on, as i	requir	ed by l	aw.						

READ, APPROVED AND	ADOPTED this	day of	2024.
	C	CITY OF SOCORRO,	TEXAS
ATTEST:	Ī	vy Avalos, Mayor	
Olivia Navarro, City Clerk			
APPROVED AS TO FORM:		APPROVED A	S TO CONTENT:
James A. Martinez Socorro City Attorney		Adriana Rodarte	, City Manager
Introduction and First Reading: Second Reading and Adoption:	, 2024		

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr
'District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

**Date:** January 22, 2024

To: Mayor and Council

From: Carol Candelaria, HR Director

**Subject:** *Introduction, First Reading and Calling for a Public Hearing* of an Ordinance of the City of Socorro, Tx. adopting an amended Ordinance 186 of the Civil Service Commission for the City of Socorro, Tx. Amendment No. 6

#### **SUMMARY**

This action is to approve the amendment to Ordinance 186 Amendment No. 5.

Section XV: Special Provision Item K
Section XIX: Resignation Item A, B, C, D

#### STATEMENT OF THE ISSUE

Section XV: Special Provision Item K

This action is allowing the City Manager to extend temporary promotion due to the absence. of an employee due to sickness, disability, or other approved absence(s).

Section XIX: Resignation Item A, B, C

This action allows the City Manager to approve or deny the rescission of an employee's resignation.

#### **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 001 / 05101 /** 

**05 Funding Source: General Fund** 

Amount:

Co-op Agreement (Name/Contract#)	N/A
<u>ALTERNATIVE</u>	
N/A	
STAFF RECOMMENDATION	
Human Resources is recommending the a Amendment No.5 Section XV Letter (K)	pproval of the amendment to Ordinance 186 and Section XIX , Letter A, B, C, & D
REQUIRED AUTHORIZATION	
1. City Manager	Date
2. Finance Director	Date
3. Attorney	Date

Quotes (Name/Commodity/Price) N/A

Ruben Reyes At Large

Cesar Nevarez

District 1



Amendment No. 6

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor ProTem

**Yvonne Colon - Villalobos**District 4

Adriana Rodarte
City Manager

### Ordinance 186

AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING AN AMENDED ORDINANCE NO. 186 OF THE CIVIL SERVICE RULES AND REGULATIONS FOR CIVIL SERVICE SYSTEM AND FOR THE CIVIL SERVICE COMMISSION FOR THE CITY OF SOCORRO, TEXAS AMENDMENT NO.6

WHEREAS, the City Council has determined that it is necessary to amend an update the City's Civil Service Rules and Regulations as set forth in Ordinance 186 Amendment No. 5, revised December 18, 2014.

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

#### **SECTION 1. FINDINGS**

That the matters and facts stated in the preamble hereof be, and same hereby, found and adjudicated to be true and correct.

#### SECTION 2. AMENDED CIVIL SERVICE REGULATIONS ORDINANCE 186.

That Ordinance No. 186 revised February \_\_\_\_\_, Amendment No. 6 for the City of Socorro, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby approved and adopted by the City Council to be effective immediately.

#### SECTION 3. REPEAL OF CONFLICTING ORDINANCES

That all Ordinances of the City of Socorro, or parts thereof, that conflict with this Ordinance are, to the extent of said conflict, hereby repealed, but only to the extent of said conflict.

#### **SECTION 4. EFFECTIVE DATE**

This Ordinance shall be in full force and effect from the date of adoption and shall become part of the City Code.

#### **SECTION 5. PREREQUISITES**

That this Ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance and any existing ordinance or amendments is hereby repealed and such is evidence by the below signatures.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS.

	This day of	, 2024
	Īvy Avalos, Mayor	
ATTEST:		
Olivia Navarro, City Clerk	-	

Introduction and First Reading: January 25, 2024
Second Reading and Adoption:

# CITY OF SOCORRO, TEXAS CIVIL SERVICE REGULATIONS ORDINANCE 186 AMENDMENTS

Exhibit "A" To Ordinance 186 Amendment 6

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#### I. PURPOSE

Pursuant to Article XI of the Socorro City Charter, the City Council has established a Civil Service System for the benefit of the employees and the City of Socorro. The Civil Service System shall be governed by the regulations set forth in this ordinance.

#### II. CIVIL SERVICE COMMISSION FUNCTIONS, DUTIES, PROCEDURES, AND RULES

**A.** <u>Duties:</u> The Commission shall hold regular meetings (at least once a month) on a day prescribed by the Commission. Special meetings shall be held as required for the proper discharge of the duties of the Commission. Special meetings may be called only by written order of the Chairman or by any three members of the Commission. Due notice of all meetings shall be given in accord with the Texas Open Meetings Act.

It shall be the duty of the Commission to:

- A. Hear and determine appeals or complaints by or concerning members of the classified service that fall within the commissioners' jurisdiction as established by this ordinance.
- B. Appoint and replace hearing officers as necessary and appropriate.
- C. Adopt rules for holding meetings and conducting hearings that are not inconsistent with this ordinance or the jurisdiction of the Commission. Staff shall assist the Commission to properly post notice of meetings, maintain minutes of all meetings, and records of all hearings conducted before the Commission.
- **B.** Quorum: Four (4) members of the Civil Service Commission will constitute a quorum.
- **C.** <u>Jurisdiction:</u> The Commission shall have limited jurisdiction which shall include the authority to conduct hearings and render appropriate decisions regarding the following matters:
  - 1. Administration of testing and qualification of candidates for positions in the classified services.
  - 2. Hear grievances and appeals and render fair and equitable remedies, having due regard for the interests of the City and the non-probationary classified employees in the following instances: Jurisdiction for grievance and appeals is limited to non-probationary classified employees.
    - a. Demotion or reassignment where the employee's regular salary is reduced.
    - b. Suspension without pay for a period exceeding three (3) days, or any suspension without pay that exceeds six (6) month period. The Commission does not have jurisdiction over suspensions without pay for three or fewer days or suspensions without pay that do not exceed six (6) days in any six (6) month period.

- c. Termination
- d. Appeals related to testing and management of eligibility lists as provided in this Ordinance.
- e. Other matters as referred for decision or recommendation by the City Council of the City of Socorro.
- 3. All complaints, appeals, or grievances must be filed with the HR Director, on official forms supplied by the HR Director, within ten (10) days of the event or action complained of. If this Ordinance or any other ordinance provides a shorter period of time for an appeal or complaint related to a particular matter, the shorter time shall apply to that matter.
- 4. Jurisdiction with respect to the Chief of Police is set forth in Section III. D. of this Ordinance.
- 5. All matters not within the limited jurisdiction of the Commission are within the authority of the City Manager and/or the City Council.
- **D.** Qualifications: Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner may hold any salaried public office or other employment compensated by the City or any entity funded in whole or in part by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. At least two Commissioners must hold or have retired from positions other than managerial or professional. No more than three Commissioners may be former City employees or officers, and any such Commissioners are not eligible for appointment until one year following separation from any employment or office with the City. Any Commissioner may be either actively employed or retired.
- **E.** <u>Seats 7 Members:</u> Members shall be selected by members of City Council and Mayor, to hold the following positions:

Place 1 District 1
Place 2 District 2
Place 3 District 3
Place 4 District 4
Place 5 District 5
Place 6 Mayor
Place 7 Mayor

**F.** <u>Terms 4-year terms:</u> The City Council may be separate order, either reappoint the entire Commission as of the date of this amendment or adjust the terms of current commission members to provide for initial terms to establish a system of staggered terms. The initial terms for these positions will be as follows:

Place 1 initial terms expires December 1, 2026 Place 2 initial terms expires December 1, 2026 Place 3 initial terms expires December 1, 2026 Place 4 initial terms expires December 1, 2026 Place 5 initial terms expires December 1, 2026 Place 6 initial terms expires December 1, 2026

#### Place 7 initial terms expires December 1, 2026

Persons appointed to fill positions after the initial terms shall serve full four (4) year terms.

- **G.** <u>Replacement/Removal:</u> Commission members may be removed by the nominating members of City Council for any reason at any time by posting the removal and announcing same into the record of any City Council meeting.
- **H.** Organization: At the first meeting in December of each year, the Commission shall elect from its membership a Chairman and Vice Chairman. The Commission shall select a Secretary who may, or may not, be a member of the Commission. The Chairman and all members of the Commission may vote on all matters coming before the Commission unless the member is prohibited from doing so by a conflict of interest as provided herein.
- I. <u>Conflict of Interest:</u> No member of the Commission shall take any part in, or vote, on any matter involving an employee related to the commission member within the second degree by affinity or third degree by consanguinity.
- J. <u>Term Limits:</u> Commissioners serving consecutive terms shall be limited to two full successive terms, regardless of the date of their original appointments. No person may serve as a member on the Commission for more than a total of ten years throughout their lifetime and no person may be appointed as a member on the Commission if, serving out the full length of the term to which they would be appointed, would result in the person having more than a total of ten years of lifetime service.
- **K.** <u>Staff:</u> The Director of Human Resources shall serve as Director of the Civil Service and provide staff assistance related to employee testing and qualifications; and the City Manager shall assign sufficient support staff and resources to permit the Commission to perform its duties. The City Attorney or an Assistant City Attorney shall serve as counsel to the Commission.

#### L. Rules:

- 1. Public Employees Right to Privacy. The public interest in public meetings as set forth in the Texas Open Meetings Act ("TOMA") and disclosure of minutes of open meetings as set forth in the Texas Public Information Act ("TPIA") is expressly recognized. However, the employee's rights to privacy under TOMA are also acknowledged. There are limited instances when a public employee may require that a hearing be held in public. The Commission can hear any proceedings in Executive Session as authorized by law. In any proceeding before the Commission which may otherwise be required to be public, the City, or any employee under the jurisdiction of the Commission, may request a closed meeting in Chambers to receive legal advice or in conformity with other exceptions in TOMA. After a closed hearing or meeting, the Commission will reconvene in open session and any vote will be made in open session.
- 2. The Commission may adopt rules for hearing and meetings that are not consistent with this Ordinance, TOMA, and TPIA.
- M. <u>Power to Subpoena Witnesses</u>: The Commission shall have the power to subpoena witnesses (excluding members of the City Council), require the production of evidence and administer oaths. The Council shall provide, by Ordinance, penalties

for contempt for failing or refusing to obey a subpoena, or to produce evidence, and shall have the power to punish any of these acts of contempt in the manner provided in the Ordinance. Costs incident to actions under this section shall be borne by the party requesting the subpoena.

- N. <u>Civil Suits</u>: The Commission may prosecute all civil suits necessary for the proper enforcement of this Ordinance and the Rules of the Commission and defend all civil suits which may be brought against the Commission. The Commission may be represented in such suits by the legal staff of the City. Special Counsel may be employed in the event of conflict with the consent of the City Council.
- **O.** Reports: The Commission shall file with the Council an annual report on:
  - a. Recommendations for promoting efficiency in the public service;
  - b. Details of expenditures made; and
  - c. A summary of the work of the Commission.
- **P.** Records: Records of the Commission will be administered as permitted by the Texas Public Information Act.
- **Q.** <u>Non-Discrimination:</u> All personnel actions must be free of discrimination based on race, religion, color, nation origin, age, sex, or disability.
- R. Hearing Officers: The Commission may appoint hearing officers to hear appeals. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute. The hearing officers will serve at the Commission's pleasure and will not be classified. Reasonable compensation shall be paid by the City, as determined by the Commission, subject to City Council approval. Hearing Officers will be selected by the Commission on the basis of their knowledge, skills, training, and experience in the field of labor and employment law. Hearing Officer decisions will be advisory only. However, Hearing Officers will exercise independent judgement, which shall not be subject to the authority of the Commission or City Council.

#### III. DIVISION OF THE CIVIL SERVICE

- **A. Division:** All offices and positions of trust or employment in the service of the City are hereby divided into the unclassified and classified services.
- **<u>B.</u>** <u>Unclassified Services:</u> The unclassified service shall include only the following positions:
  - 1. The City Attorney;
  - 2. City Manager;
  - 3. All department heads of the City of Socorro, including the following:
    - a. Human Resources / HR Director;
    - b. Planning Director;
    - c. Public Works Director;
    - d. City Clerk;
    - e. City Engineer;
    - f. Fire Chief:
    - g. Municipal Judge;
    - h. Municipal Court Clerk;
    - i. Director of Parks and Recreation;

- i. Director of Sanitation;
- k. Director of Community Service; and
- Any new Department Head positions heretofore created by the City Council.
- 4. Hearing officer(s) and the Commission Recorder;
- 5. All elected officials;
- 6. All members of all City boards, commissions, and committees;
- 7. Independent contractors; and
- 8. Employees who hold positions funded or contracted for by the State or Federal Grants.
- 9. Part-time employees, those employees who are regularly employed to work less than thirty (30) hours per week.
- 10. Temporary employees.
- C. Removal of Unclassified Personnel: Hearing officers and the Commission Recorder may be removed only by majority vote of the Commission, based on a quorum of five (5). Unclassified employees, with the exception of Department Heads, shall be hired, terminated, disciplined, or suspended, with or without pay, by the City Manager. With the consent of the City Council, the City Manager may hire, suspend, with or without pay, for more than three days, demote, reassign, or terminate any Department Head. The City Manager shall have the authority without the consent of the City Council to suspend any Department Head, with or without pay, for up to three days.
- <u>D. Special Procedure Related to Police Chief:</u> The Chief of Police is a classified employee covered by the Civil Service Rules and Regulations of the City. The Commission shall recommend the selection of the Chief of Police to the Mayor and City Council in conformity with the Socorro City Charter. In view of this unique position the following regulations and procedures shall apply to any Complaint, Appeal, or Grievance filed by the Socorro Police Chief.
  - 1. The Complaint shall be governed by these Civil Service Regulations as to the filing and the hearing of the Complaint, Appeal, or Grievance; and,
  - 2. At the conclusion of the hearing regarding the Chief of Police, the Commission shall vote to decide the matter as in any other case, except the Commission's decision will be an advisory decision, which will be submitted to the City Council as a recommendation for final decision by the City Council, either on the record made before the Civil Service Commission or such supplemental or further hearing that the City Council shall choose to conduct.
- **E.** Classified Services: The classified services include all positions not listed in this Article.

#### IV. HUMAN RESOURCES DIRECTOR

- <u>A.</u> <u>Qualifications:</u> The Human Resources Director (HR Director) is a regular, department head of the City of Socorro and shall be appointed by the City Manager with the consent of City Council. The HR Director must have recent, successful experience in personnel administration and be fully knowledgeable of current personnel practices.
- **B. Duties:** The HR Director shall:
  - 1. Direct the personnel functions of the City under the supervision of the City Manager and City Council.
  - 2. Attend the regular and special meetings of the Commission and the proceedings before a hearing officer, either in person, or through a qualified representative.

- 3. Provide such staff assistance to the Commission as the Commission requests in carrying out its responsibilities.
- 4. Maintain the official personnel records of all employees, which shall include, but not be limited to, records of performance and efficiency, increases and decreases in salary, promotions, sick and vacation and other leave and orders of layoffs, and reinstatements.
- 5. Provide for, formulate, and hold competitive testes under the direction and supervision of the Commission to deter mine the relative qualifications of persons who seek employment in or promotion to any position in the classified services and as a result thereof, establish eligibility lists. In formulating the questions for examinations, the HR Director will consult with the head of the department and consider the job description for the position as may be appropriate.
- 6. Keep such other records as may be necessary for the proper administration of the Civil Service.
- 7. Provide and maintain a system for checking payrolls, estimates, and accounts for payment of salaries to officers and employees in the classified services. No officer of the City may approve the payment of or be in any manner concerned in paying, auditing or holding a position or office in the classified service unless a payroll, estimate, or account for such salary, wage, or other compensation containing the names of persons to be paid and a statement that such services have been performed first, has been approved and certified by the HR Director.
- 8. Conduct Studies concerning the administration and effect of the Civil Service and of the Rules made hereunder and report such findings and recommendations to the Commission and the Council as appropriate.
- 9. Make an annual report to the Commission and the City Council.
- 10. Perform such other and additional duties as may from time to time be prescribed by the City Manager or the City Council.
- 11. Conduct, direct, or supervise post-entry training.
- 12. Maintain eligibility lists.
- 13. As the Director of the Civil Service, the HR Director is to review all appeals and other hearing requests filed with the Civil Service and notify the Chairman of said filing. The HR Director, after consultation with the Chairman, may dismiss any appeal or other filing that the matter is not within the Commission's jurisdiction. At the next regular meeting, the HR Director shall provide the Commission with a full report on any matters dismissed under this authority.

#### V. DEPARTMENT HEADS

Except as specifically provided in the Socorro City Charter, the employment, retention, suspension, termination, and discipline of all Department Heads within the City of Socorro shall be under the exclusive jurisdiction of the Socorro City Council and the City Manager.

#### VI. GRADES AND COMPENSATION

<u>A.</u> <u>Classes and Grades:</u> After consideration of the recommendation of the Commission, the City Council shall arrange all positions and offices into classes, subdivisions, or grades.

- **<u>B.</u>** Grade Specifications: The HR Director will maintain record of each grade of positions in the classification plan showing:
  - 1. The applicable title, duties performed, and responsibilities;
  - 2. The minimum qualifications, required knowledge, skills, and abilities to be required of job applicants;
  - 3. The standard scale of compensation; and
  - 4. The official copy of each specification will be endorsed with the date of adoption and the signature of the HR Director and the department head where appropriate. All amendments to the specifications will be similarly endorsed.
- <u>C.</u> <u>Specifications Interpreted:</u> The specifications of classes of positions in the classification plan have the following force and effect:
  - 1. They are descriptive and explanatory and are not restrictive. The use of a particular expression or illustration as to duties, qualification, or other attributes will not be held to exclude others not to mentioned, if such others are similar in kind or quality.
  - When a substantial change of duties is made, or duties are added that are added that are incidental to the main employment, such changes will be reported to the HR Director for the purpose of possible reclassification of the position.

#### **D.** Classification of New Positions:

- 1. New positions may be created only with the approval of the Council based on needs demonstrated by the department head concerned.
- 2. Whenever a new position is proposed, the department head shall forward to the HR Department a description of the proposed duties and responsibilities of the position along with a proposed job description. The HR Director shall, after a study of the required duties, responsibilities and qualifications of the position, recommend the appropriate grade in the classification plan to which the position should be allocated.
- 3. If no appropriate grade exists, a new grade shall be developed by the HR Director, which shall be submitted to the Civil Service Commission for approval, and then to the City Council for adoption.
- 4. In determining the classification of a position, consideration shall be given to the general duties and responsibilities of the position, the recommended minimum entrance qualifications, and relationships to other positions.

#### **E.** Reclassification of Positions:

1. The Commission or the HR Director may investigate of its own accord, or upon the request of a department head, any change in the duties and responsibilities of a position from those upon which it was originally classified. If it is found that the duties and responsibilities of the position have changed so significantly that the former classification is a substantially inaccurate description of the current duties and responsibilities, the Commission may request the City Manager to direct the HR Director to place the position in its proper grade. A change in compensation applying to all positions of the same grade will not affect the seniority or other rights of those in the Civil Service. The HR Director may at any time secure from the appointing authority, department heads or employees involved, statements of the duties and responsibilities of the position under review. The comments of the appointing authority, department heads, and employees concerned will be considered before the revised grade is approved. The

- decision is subject to review by the Commission at the request of any interested party.
- 2. Whenever the reclassification of a position has been authorized, the Commission, after conferring with the appointing authority and department head concerned and the HR Director, will determine whether:
  - a. the position in the new grade will continue to be held by the incumbent of the reclassified position; or
  - b. is to be filled through a non-competitive or competitive examination.
- F. Review of Classification Plan: If City Council, under a reclassification of existing positions in the Civil Service, classifies a position at a higher grade than that to which the incumbent was certified as eligible, the Commission may require the incumbent to demonstrate his or her fitness to perform the enlarged duties of the position through a noncompetitive or competitive examination. Failure on such an examination will be cause for the employee to be retained in the position for ninety (90) days while the HR Director undertakes to locate another position at the employee's current grade for which the employee is qualified, and to which he or she may be reinstated in accordance with the order of certification. If the HR Director is unable to locate an appropriate vacancy within the ninety (90) day period, the employee will be laid off and placed on the appropriate reinstatement list.
- **G.** Appointment of Former City Employee: Appointment of former City employees to classified positions shall normally be made at the minimum or first year rate. However, in accordance with the Ordinance, the City Council may permit appointment at a higher rate in cases where the person appointed has previously served in the same or in a similar position as a department head or assistant department head.

#### VII. COMPENSATION

### A. Compensation:

- 1. Where graded scales of compensation have been established for positions in the Civil Service, appointment to such positions from either original or promotional eligibility lists will normally be made at the lowest compensation rate. Former department heads or assistant heads may be hired at a rate governed by this Ordinance, subject to approval by the Commission and Council.
- 2. The salary of a person already in a permanent position in the classified or unclassified service if the City will not be reduced upon entry or promotion to another position in higher graded class.
- 3. A transfer from one position to another position in the same grade will not deprive the person transferred of his credit for length of service in the former position.
- 4. Advancement from rate to rate within a pay range will be made on the basis of meritorious service and efficiency.
- 5. Special merit raises may be given to employees by the City Manager for outstanding service if permitted by the City Council. Such raises shall be in addition to the employee's base pay. The employee shall retain the merit raise so long as the employee remains in the Civil Service at the same or lesser pay grade as the one in which the employee was serving at the time of the merit raise. Should the employee be promoted to a new pay grade, the

base salary, plus the merit raise will be used to equalize the salary in the new grade, and the employee will be advanced one additional step. After the first fiscal year in which the employee receives the merit raise, the percentage amount will be translated into a dollar figure, which will remain with the employee's salary for final compensation for pension purposes. Such raises shall be considered only once during the fiscal year, and then only if permitted by the City Council. Such raises shall be given in accordance with the employee's performance of assigned duties, reliability, initiative, responsibility, creativeness, and overall outstanding service as documented and recommended by the employee's supervisor and department head and approved by the City Manager.

- 6. Employees are not allowed to work overtime without authorization from proper authority. Employees who work unauthorized overtime will be paid for time worked, but may be appropriately disciplined for insubordination. Supervisors are responsible for ensuring that all overtime work is authorized and reported. Exception to preapproved overtime will only be permitted under extraordinary circumstances. The supervisor (or proper authority) may adjust the employee's work hours by requiring the employee to take time off work, so that the employee works 40 hours during the workweek.
- **B.** Compensation Reduction: The Council has no power to reduce the pay of any City employee or group of employees, except when such reduction is necessary to equalize pay, according to the provisions of the classification and compensation plans, or for reasons of economy. If pay reduction is for reasons of economy or pay equalization, it must be uniform throughout the classified service.

# C. Compensation Changes:

- 1. The wages and salaries of all persons in the Civil Service will be reduced by the same percentage whenever the budget set by the Council for all wages and salaries is less than the normally required by the classification and compensation plans.
- 2. Except for reclassification, pay increases necessary to maintain competitive pay scales in departments, merit increases or similar circumstances, general increases in wages and salaries will be applied uniformly to all persons in the Civil Service.
- <u>D. Salary Standardization:</u> Grades for classes of positions having substantially similar requirements as to duties, authority, responsibility, training, and experience must be uniform for all Civil Service positions. Payment of different rates within grades must be based only on factors of longevity, merit increases, step increases, and shift differentials.
- **E.** Transfer to Same Grade: Whenever an employee in any department of the City is transferred to a position in another department, the employee shall retain his grade and step, provided:
  - 1. The position is the same grade as the one from which transfer is made; and
  - 2. The employee has been performing services substantially similar in nature and having similar requirements as to training and experience to those of the new position, as determined by the HR Director, subject to review by the Commission. Seniority credit where applicable will be given to the employee for the number of years he/she has been performing similar work in the former department.

## VIII ORDER OF CERTIFICATION

- **A.** Order of Certification: Upon receipt of requisition from an appointing officer to fill a vacancy, the HR Director shall certify the names qualified eligibles. Except as otherwise provided in this Article, that certification shall be in accordance with the following order of certification of those persons who are:
  - 1. Incapacitated from performing their position, but fully qualified to perform the essential duties and functions of the open position;
  - 2. Separated, without fault or delinquency on their part, within ninety (90) days of the date of the requisition, from positions in the same department in which a vacancy exists, excluding those who have resigned;
  - 3. Separated, without fault or delinquency on their part within ninety (90) days of date of requisition, excluding those who have resigned, and who are being reinstated to a position of the same job description as their former position, but not in the same department;
  - 4. On a promotional list;
  - 5. On a reinstatement list and who were not formerly employed in the seme department within ninety (90) days of the date of the requisition, excluding those who have resigned;
  - 6. On a reinstatement list as a result of resignation in good standing within ninety (90) days of the date of the requisition, and who are being reinstated to a position of the same job description from which they resigned;
  - 7. On a transfer; and
  - 8. On an original entrance list.
- **B.** Rule of Three: Upon receipt of requisition to fill vacancy, names of the three (3) highest scoring on the eligibility list shall be certified for one (1) vacancy, and one (1) additional name (the next highest) for each additional vacancy shall be certified, except in cases where a reinstatement is being made. In cases where there are fewer than three names on the proper eligibility list, the HR Director may certify names from the next lower list(s) until three names are certified. In making certification from promotional lists, however, the City Council, in accordance with Ordinance, may direct that those persons serving in the department in which the vacancy exists, be certified in preference to persons on the same list serving in other departments, if it appears that this would improve the efficiency of the department.

## C. Other Provisions:

- 1. Certification from Lower Grade: When an employee is eligible for appointment to a position, but there is no vacancy in that position, the employee may be certified to an appropriate lower grade position. Appointment to a lower grade position establishes the employee in that position provisionally. If a vacancy occurs in the higher grade position, while the employee is in good standing on the eligibility list, the employee may be appointed to that position in accordance with the order of certification.
- 2. Certification to More Than One Vacancy: Where certification has been made to more than one (1) vacancy, the relative seniority of those appointed will be determined by procedures established in this Ordinance.
- 3. Positions Vacant Through Leaves of Absence: Any position made vacant by temporary leave of an employee may be filled temporarily only. Persons who are temporarily employed to take place of employees on leave will take their original place on the eligibility list upon termination of the leave, provided the individual is in good standing at the time.

- **4. Waiver:** The City Council will permit persons on eligibility list to waive certification, reinstatement, or appointment three (3) times. Request for waivers for appointment must be filed with the HR Director within two (2) working days from the date of certification; and, if approved, the name of the eligible may not be certified until the waiver has been withdrawn or expires. Waivers, whether continuous or otherwise, may not be permitted for a period of longer than one (1) year. The names of persons on algebra already list will be removed after three (3) waivers.
- **5. Requisition:** to initiate the appointment of any classified employee, the appointing officer will submit a requisition to the HR Director to fill all vacancies. Requisitions will be made on a form prescribed by the HR director in making a proper certification.
- 6. Certification: The HR director will certify to the appointing officer upon receipt of the requisition, the names, and addresses for eligibles in order outlined below. The names of the three (3) highest scoring individuals on the eligibility list will be certified for the first vacancy, and one (1) additional name (with the next highest score) for each additional vacancy in all cases, except those where a reinstatement under the provision of this Ordinance, is being made. (The term "reinstatement" as here used does not include certification from an examination list, even though a person so certified may have been formally employed, and in every case where certification is made from an original examination list, the ordinary rule of certification of three (3) for one (1) vacancy and one (1) name for each additional vacancy, will be followed). The order of certification will be:
  - a. First, persons who are incapacitated from performing the duties of their position, but fully qualified to perform the essential duties and functions of the open position;
  - b. Second, persons separated without fault or delinquency on their part, from positions in the same department in which a vacancy exists (within ninety [90] days of the date of the requisition), excluding those who have resigned. Whenever any position or office is taken and the name of the former incumbent of that position or office is on a reinstatement list (who has been separated from employment with the City for less than ninety [90] days), excluding those who have resigned, the name of the former incumbent only will be certified for the position or office. The employee or officer so appointed will not be required to pass a probationary test or period of service. He will receive the salary fixed for the position or office at the time of reinstatement, and will hold the same seniority status as though he had not been separated from the position or office;
  - c. Third, persons separated, without fault or delinquency on their part (within ninety [90] days of the date of the requisition), excluding those who have resigned, and who are being reinstated to a position of the same job description as their former position, but not in the same department;
  - d. Fourth, persons on a promotional list;
  - e. Fifth, persons on the reinstatement list who were not formally employed in the same department (within 90 days of the date of the requisition), and we're being reinstated to a position of a

- different but similar job description as their former position, excluding those who have resigned;
- f. Sixth, persons on the reinstatement list as a result of assignation in good standing (within ninety [90] days of their date of requisition) and to our being reinstated to a position of the same job description from which they resigned;
- g. Seventh, persons for whom a transfer from one department to another has been approved under the rules governing transfers;
- h. Eighth, persons standing on original entrance lists. When there are no persons eligible under paragraphs "A" through "G" above, names are to be certified from the original entrance list up to the number required by this Ordinance.
- 7. Certification of Multiple Vacancies: if more than one vacancy exists for a given position come the order of certification shall conform to our first choice from the first three (3) eligible for appointment (i.e. the second (2<sup>nd</sup>), third (3<sup>rd</sup>), and the fourth (4<sup>th</sup>) names on the appropriate eligibility list), and so on until the complete number of appointments has been made.
- 8. Failure to Respond to Offer of Appointment: The failure of an eligible person to reply to an appointing officer within six (6) working days from the date of mailing of notice of appointment, or within two (2) working days of the date of sending the notice by special messenger or electronic mail to the last contact shown on the records of the HR Director, will be considered sufficient cause for removal of the name of the person from the eligibility list. If the person declines or does not respond to the notice properly sent, certification of the name of the eligible name next in order on the list will be made.
- **9. Objection by Appointing Officer**: The appointing officer will make a selection from the eligibility list solely on the basis of merit and fitness. If he or she has information regarding any person certified tending to show that the person is unfit for the position to be filled, he or she will communicate that information, in writing, to the HR Director and the Commission. Such information may relate to disqualification.
  - a. Because of which the Commission might have refused to examine the applicant as set forth below, or
  - b. Which may have arisen subsequent to the filing of the application and holding of the examination.

In every such case the Commission will enter its finding in the record. The Commission will withdraw from the mane of any eligible whom it finds to be not qualified for the position under consideration, and will certify an additional name for each eligible so withdrawn. The Commission will also determine in each such case whether there is sufficient cause to remove the name of the person affected from the eligibility list, and if so, withdraw it.

**Limit on Certification.** The HR Director will permit persons on eligibility lists to waive certification, reinstatement, or appointment three (3) times. Certification for temporary appointment will not be counted as one of such certifications.

10. Cancellation of Certifications: At any time after and eligible person has been certified by the Commission at the request of an appointing officer, and the appointing officer decides not to fill the vacancy, or decides to fill the vacancy by other methods, which meet with the approval of the Commission and are in accordance with the provisions of this Ordinance,

- the certification will be cancelled, the eligible persons so notified, and entry made on the record by the HR Director.
- 11. Notice of Appointment and Separation: Each appointing officer will immediately notify HR Director of all appointments in a manner prescribed by the HR Director, in each case giving the name of the appointee, his or her address, the title of his position, the compensation grade, and date of commencement of service and salary or compensation. He or she will also notify HR Director immediately of any separation of a person from the service or any other change therein, and such additional information as the HR Director may, from time to time require, in order to maintain the list of employees in the Civil Service.

## IX. APPOINTMENTS

- **A.** Regular Appointments: The HR Director will transmit the certification list to the city manager who will appoint a person or persons from the list to fill the applicable vacancies to which the list applies.
- **B.** Provisional Appointments: With approval of the City Manager, provisional appointments may be made upon receipt of a request to fill a vacancy for which no reinstatement or other eligibility list exists or to which, after certification of names on the list, no one responds or will accept appointment. Any person so appointed must meet the minimum qualifications established for the position. No person may receive more than one (1) provisional appointment in any twelve (12) months. Provisional appointments will be effective only until a regular appointment is made from a certification list. In no case may a provisional appointment exceed six (6) months. Provisional appointments may be made in accordance with this ordinance provided that as soon as an eligibility list is secured for each position filled by provisional appointment, the HR director will certify to the appointing officer the names of the eligibles standing highest on the list, and the appointing officer will make a regular appointment within fourteen (14) working days of the date of the certification. If no appointment is made, the provisional appointment will terminate at the expiration of the six (6) month period provided in this Ordinance.
- C. Temporary Appointments: When services to be rendered are of temporary character, a temporary appointment may be made by the City Manager from one (1) of the first three (3) persons on a certification list who is willing to accept the appointment. The person appointed will retain all rights to certification for full-time appointment as though no temporary appointment had been made. It is not practicable to make a temporary appointment form a certification list, the City Manager may authorize the employment of a noneligible until regular appointment can be made. The duration of temporary appointment may not exceed six (6) months and is subject to reappointment. Temporary appointments may be made in accordance with this Ordinance, provided that any non-eligible person so appointed must possess the minimum qualifications required for the position as described and set forth in the classification plan. A provisional or temporary appointment will not confer upon the appointee any privileges of promotion, transfer, or reinstatement to any other position in the service.
- **D.** Temporary Appointment Made Regular: The appointment of any person temporarily serving may be made full-time, provided conditions set forth are met. Any person who has been appointed temporarily from the appropriate eligibility list, and who at the time of the appointment was one of the top three (3) eligibles, willing to accept the appointment under the conditions stated, may, in case the position is made full-time, be permanently appointed in the position. This appointment is authorized regardless of the number of higher eligibles willing to accept full-time appointment but only:
  - 1. On approval by the City Manager;
  - 2. If it is shown to the City Manager's satisfaction that the fact that the position would become full-time was not known to the appointing officer at the time the temporary appointment was made; and
  - 3. If the eligibility list from which the temporary appointment was made is, or was, the most appropriate eligibility list for such full-time appointment.
- E. Notice of Certification: The HR Director will send a notice of certification of a person's name for reinstatement or appointment to him or her at this or her last address that is on file with the HR Department.

- **F.** Nepotism: It is the duty of every appointing officer to inquire of all prospective appointees whether a relationship or kindship as defined in this Ordinance and the City Charter exists, and to report to the HR Director the existence of such a relationship. The HR Director shall refuse to certify the salary of any person appointed without compliance with these provisions.
- G. <u>Independent Contractors:</u> As an exception to the order of certification, independent contracts may be made, with approval of Council where, for reasons of economy, efficiency, or immediate and temporary need, it is necessary to contract with persons outside the Civil Service. The reasons shall be limited to a need for:
  - 1. Temporary service, in which case the contract may not exceed one (1) year and may not be renewed or extended;
  - 2. Professional services; or
  - 3. Personal services; or
  - 4. Any other service contracts authorized in this Ordinance.

In order for any independent contracts to be made outside the Civil Service, it must shown to the City Council that such contracts are only for the reasons of economy, efficiency, or immediate and temporary need. No such contract will be approved by the City Council if it is determined that such contract is being made for the purpose of circumventing the Civil Service provisions of this Ordinance.

The following definitions will apply:

- 1. Independent contractor shall be defined as one who, exercising an independent employment, contracts to do a piece of work according to his or her own methods and without being subject to the control of the employer except as to the result of his or her work.
- Professional services shall be defined as those in which the labor and skill
  required are predominantly mental or intellectual rather than physical or manual,
  and are those which require years of education and experience in order to obtain
  competence, and those professions having standards of study that are widely
  recognized.
- 3. Personal services shall be defined as those in which the contract price is largely for employee wages rather than for machinery, profit, taxes, insurance, and other items.
- **H.** Reappointment to Temporary Employment: Any person who has been appointed to a temporary position from an eligibility list, being one of the three (3) persons highest on the list willing to accept appointment at this time, may be reappointed to another temporary position, provided such reappointment is requested by the department head and approved by the City Manager.

# X. APPLICATIONS

- **A. Filing of Applications:** Applicants for all positions, except those in the common labor service, must file an application with the Human Resources Department not later than the date specified in the announcement for the examination and in the manner prescribed in the job announcement. Under no circumstances will application forms of any examination be distributed after the close of the filing period:
  - 1. The HR Director will fix the limits of time within which applications for a given examination must be presented, but such period will in no case be less than ten working days.

- 2. Any false statement knowingly made by an applicant in his or her application for admission to any examination or made at his or her request, or with his or her knowledge in any certification which may accompany his or her application, or any other fraudulent conduct will be sufficient grounds to:
  - a. Exclude him or her from such examination, or;
  - b. Remove his or her name from any register or eligibility list, or
  - c. Remove him or her permanently from his or her position if he or she has secured appointment from such examination.

Any applicant who knowingly falsifies his or her application will be ineligible to apply for any City position for a period of three (3) years from the date the falsified application was submitted. Additionally, that persons name will be removed from any eligibility list on which it currently appeals.

- 3. In case of applicants for positions, the duties of which require special qualifications, the HR Director will require evidence of a sufficient degree of education, training, or experience. He or she may also demand such certificates of competency or licenses as the law may require for the practice of the profession, art or trade involved.
- 4. The HR director, subject to appeal to the Commission, will refuse to examine it advocate, or after examination to certify him or her as ineligible, I will remove applicants name from the eligibility list for any of the following reasons, and each case to be fully documented:
  - a. Applicant is found to lack any of the preliminary requirements established in the classification for the position and grade for which he or she applies; or
  - b. Applicant is unable physically or mentally to perform the duties of the position to which he or she seeks appointment; or
  - c. Applicant has been convicted of a felony, or a misdemeanor involving moral turpitude, which is determined to be job related to the position soft; or
  - d. Applicant has been dismissed from public service for delinquency or misconduct, which is determined to be job related to the position sought; or
  - e. applicant is found to have committed any act, either while in the service of the City, or otherwise, or have any deficiency or disqualification which, would be sufficient to constitute a just cause or discharge from the civil service as defined in this Ordinance.
- 5. 8% may at any time leave on file with the HR director, his or her name and mailing address and the name of the position for which he or she wishes to take an examination. Such application will remain on file for a period of one (1) year. the HR director will send notice of the date Of the examinations to persons who have fulfilled such notice to be sent, is possible at least ten (10) working days prior to examination.
- **B.** <u>Applications Not to be Returned</u>: Applications filled with the City will become the property of the City, and under no circumstances will they be returned to the applicants or be altered or revised.
- **C.** <u>Unused Applications</u>: Application for one examination will not be used for any other or later examination.
- **D.** <u>Disqualification From Examination:</u> Applicants who are disqualified from taking an examination for any of the above reasons and who wish to file an appeal must do so within eight (8) calendar days after the mailing of such notice of disqualification. Such appeals will be forwarded to the Commission for its review and determination. Untimely appeals will not be accepted. If the examination is held before the appeal is heard and determined, the HR Director may allow the applicant to take the

examination conditionally pending a Commission determination. In such cases, the applicant will have no examination review right unless the Commission rules in the applicants' favor.

- 1. **Fees:** no fees will be charged in any examination.
- 2. **Age:** Appointment to any position in the classified service shall be made without discrimination based on age, except where age constitutes "bona fide occupational qualification." Age limits for classes of positions will be established by the City's employment policies.

When age limits for positions are established, an applicant will be considered to be within the age limit if his or her birthday falls anytime within the month in which examination is held. This examination has more than one component, the applicant must meet the age requirement in the month in which the first component of the examination is administered.

## XI. ORIGINAL ENTRANCE EXAMINATIONS AND ELIGIBILITY LISTS

- A. Residence Preference: Preference will be given to all original entrants who reside within the City. The Commission may make exceptions, either full-time or temporary, because of particular job-related circumstances.
- **B.** Examination Standards: Whenever necessary, the City Council shall hold original, competitive and entrance examinations for positions in the classified service. Examinations will be held only after due notice, as defined in this Ordinance. Persons attaining at least the minimum rating required for the examination shall be placed on an eligibility list in the related order scores achieved. Tests shall be confined to subjects which will determine fairly the capacity of the persons examined to perform the duties of the position to which appointment is to be made. When it is not practicable to give examinations (as in the case of Labor positions which do not require any specialized knowledge, skills and abilities), priority in filing applications will establish priorities of standing on the eligibility list. No question in any examination will relate to the applicant's religion or political affiliation. Subject to review by the Commission, the HR Director may refuse to
  - affiliation. Subject to review by the Commission, the HR Director may refuse to examine or to certify an applicant judged disqualified for any just reason, as delineated in this Ordinance.
- C. Penalty for Deceit in Examination: any applicant in any examination who uses or attempts to use any unfair or deceitful means to pass the examination shall be excluded from further participation in the examination, I will not be eligible to reapply for any employment with the City of Socorro for three (3) years.
- **<u>D. Medical and Physical Examinations</u>**: All applicants for classified positions must meet any physical requirements to be set in the classification manual or required by the City's employment policies.
- **E.** Oral Examination and Practical Tests: The HR Director in consultation with the department head involved may include oral examinations or performance tests of fitness, as appropriate for the position involved.
- **F.** Police Investigations: All applicants for examination or for employment must agree to participate in identification procedures and provide information, for purposes of background investigation, to the Human Resources Director. Refusal to comply with this section will result in rejection of the application.
- G. Eligibility Lists: Eligibility lists will be compiled and maintained by the Human Resources Director. They will be enforced for at least one (1) year, and removal from eligibility list will be governed by this Ordinance.

- **H.** Consolidation of Eligibility Lists: When there are names on an eligibility list for a position for which a new list is approved, the lists will be consolidated, and all names will be placed on the consolidated list. Those persons who are named on the first list, who have not taken the new examination, will have their names removed from the consolidated list on the cancellation or expiration of the earlier list.
- <u>I.</u> <u>Removal from Eligibility List on Account of Nonappointment:</u> the human resources director must remove the name of any eligible person from the list who:
  - 1. Refuses regular appointment three (3) times after an offer of employment is made, or, who is not accepted for the appointment after certification to any position three (3) times;
  - 2. No longer fulfills the requirements for the position; or
  - 3. Is the pointed from a higher list.

## XII. EXAMINATION, MARKING AND RATING

A. Minimum Rating Required: The method of determining passing scores in each part of an examination will be determined by the HR Director and approved by the Commission. The method of scoring and grading tests will be objective and applied uniformly to all candidates. Where an examination consists of two or more parts, the HR Director may set minimum scores to be required in any part of the examination. An applicant who fails to attain this minimum score will be considered to have failed the entire examination and will not be entitled to take the balance of the examination. The HR Director shall establish a passing score on an examination for professional and technical positions (from a listing of the same to be established by the Commission) at seventy-five (75) percent. Minimum passing scores may be established for each component or an examination consist of more than one component and such scores shall be published in the notice concerning the examination.

Any applicant who has failed an examination for a position within one (1) year of the date of the failure will not be allowed to retake an examination for the same position, unless he or she can demonstrate to the Commission that he or she has acquired new skills or knowledge related to the positions.

## **B.** Special Credit for Veterans:

- 1. Veterans of any of the wars or other armed conflicts of the United states, including the Coast Guard, who are otherwise qualified, who have obtained a passing score on an original entrance examination, and who present an honorable discharge from military service, will have their ratings in the examination advanced by five points. A veteran is defined as any person who has served on active duty in the armed forces of the United states, or any division thereof, including the Coast Guard, in time of war or armed conflict for a period of 180 days and has been separated under honorable conditions from said service.
- C. Penalty for Deceit in Examination: Where deceit in an examination is alleged, and the applicant denies the fact of deceit, or if the examiner in charge of the examination believes extenuating circumstances exist, the applicant will be permitted to finish the examination, and a full report shall be submitted immediately to the HR Director, who shall forward it to the Commission along with comments and recommendations. The applicant will be given an opportunity to be heard. Should the Commission find the applicant guilty of deceitful conduct in connection with the examination, it may either cancel the examination papers of the applicant, or may reduce the examination score.

- **D.** <u>Tie Ratings:</u> in case two or more persons receive the same rating after the addition of seniority efficiency credits, the resulting tie will be resolved by application, and succession, of the following procedure:
  - 1. If the person's tied are already in the classified service, the one having the greatest seniority in the City service will have precedence on the list,
  - 2. Is two (2) or more tied persons have the same seniority, the one among this group with the highest overall efficiency rating in the last two efficiency reports for each will have precedence.
  - 3. If the person's tied are not in the classified service or if a tie still exists after using paragraphs one and two above, the tied person who has been a resident of Socorro for the greatest continuous length of time immediately preceding the examination, shall have precedence.
  - 4. If the person's tied are not in the classified service or if a tie still exist after using paragraphs 1, 2 and 3 above, the tie shall be broken by drawing lots.
- E. Notice to Candidate of Result of Examination: Each candidate will be notified of the rating he has received, and, if such rating is above the required minimum, he or she shall be given his or her comparative standing. Any candidate who, though admitted to the examination, has been rejected for reasons other than failure to receive a rating above the required minimum will likewise be notified of the reasons for rejection.
- **F.** Preservation of Examination Papers: Examination papers of each examination shall be preserved for at least the length of the light of the resulting eligibility lists. The examination papers written by an applicant certified for appointment will be open to the inspection of the appointing officer during such time as the papers are on file with the HR Director.
- G. Identification Marks: Any competitor in a written examination who places any form of identification mark upon his examination answer sheet will be deprived of all benefits under such examination. No written examination answer sheets having identification marks will be marked or graded. The following are some, but not all, of the examples of marks of identification within the meaning of this section:
  - 1. The real name or address of the applicant;
  - 2. Any assumed or fictitious name or address;
  - 3. Names of individuals or firms;
  - 4. any initials, lines, signs, marks, or characters that may indicate the identity of the applicants.

# **H.** Review of Examination and Appeals:

- 1. An examinee will be allowed to file a written appeal from any portion of a written examination. Such appeal should contain specific points or objection to specific questions, actions, or procedures. The HR Director will schedule one (1), one (1) hour protest period, for such appeals to be filed, at the convenience of the HR department on the date of the examination, or, during the five (5) consecutive working days following the administration of the written examination. The protest schedule will depend on the size of the applicant group, and the availability of space and personnel staff. Central sessions may be scheduled, if necessary, to handle large groups. However, each individual will be allowed to attend only one (1) session. The time of such protest period will be announced prior to, or at the time of the written examination.
- 2. During the one (1) hour period, The following materials will be available to examinees: unmarked test booklet, correct answers to questions, and protest forms. Examinees may bring their own reference materials. At the end of one (1) hour, all protests must be turned in to the Human Resources Department

- staff. No protests regarding the examination will be accepted after this time. Any individuals attending such sessions may write down the number of the test questions protested, and remove such written notations from the testing room. No other notes or papers shall be carried out by any individual attending such a session.
- 3. If the HR Director finds that any of the objections are justifiable due solely to clerical or other errors, he or she may make appropriate corrections in scores subject to the right of appeal by the examinee to the Commission. The HR Director will make a written report to the Commission on any clerical changes made during such a protest period.
- 4. Commencing the sixth (6<sup>th</sup>) day after the date of the written examination, the HR Director will make available to the examinees scored answer sheets, a scoring key, and a written disposition of appealed items. Search information will be available to the examinees for five (5) days thereafter, during regularly scheduled work hours.

## XIII. ORIGINAL ENTRANCE EXAMINATIONS

- **A.** Character: All examinations will be job-related and consistent only of subjects which will fairly test the related capacity of the person examined to discharge the particular duties of the grade to which appointment is sought.
- **B.** Content: Examinations held to establish an eligibility list for any grade will consist of one (1) or more of the following components as determined by the HR Director subject to the review of the Commission.
  - 1. **Written Test:** The written part, when required, will include a written demonstration designed to show the familiarity of competitors with the knowledge involved in the grade of positions to which they seek appointment, their ability in the use of English (where job related), the range of their general information, or their general education attainments. An essay upon one (1) or more subjects may be required, if advisable.
  - 2. **Oral Interview:** The oral interview, when required, will include personal interviews with the competitors for classes of positions where ability to deal with others, to meet the public, or other special personal qualifications or verification of special technical or professional knowledge are involved. Normally, such interviews will be given only to the upper group of candidates as ranked by previous examination components.
  - 3. **Performance Test:** The performance test, when required, will include tests to measure the skill or ability of competitors to perform the work involved.
  - 4. **Physical Test:** The physical test, when required, will consist of tests of bodily condition, muscular strength, ability and the general physical fitness of competitors. The results either may be given a weight in the total examination, or maybe used to exclude from further examination applicants who do not achieve the minimum required physical standards.
  - 5. **Psychological Tests:** The psychological tests, when required, will include tests to determine mental alertness, the general capacity of applicants to adjust their thinking to new problems and conditions, or to ascertain their special character traits and aptitudes related to the job to be performed.

- 6. **Training Experience:** An evaluation of training and experience, when required, will be based on the statements of education and experience contained in the application form or such supplementary data as may be required by the HR Director. The HR Director may investigate the truth of any statement by the applicant as to training and experience. If any such statement is false, the HR Director shall recommend to the Commission appropriate action as governed by this Ordinance.
- C. <u>Subject and Weights:</u> The HR director, after consulting the Department Head involved, will determine subjects to be included in the examination and the weights to be ascribed each. The weights will represent reasonably the value of the associated subject in ascertaining the fitness of the applicants being examined.
- <u>D.</u> <u>Special Examiners:</u> The HR Director may use other persons, qualified in a particular field, to prepare, conduct, or mark an examination.
- **E.** Medical Examinations: All eligibles for employment in the Civil Service may be required to pass a medical examination before physicians designated for such purpose by the Human Resources Director to determine their physical and or mental fitness for the position for which they are applying.
- F. Notice of New Examination: A circular of information stating the date, time and place of examination, age, residence, and other qualifications or limitations, definition of duties, salary schedules, and such other data as may be desirable will be prepared by the HR Director and will be available for review to every person who applies for the position. He or she will also publish this information in a newspaper of general circulation at least once a week of two (2) consecutive weeks and will post the information on the official public bulletin board at City Hall.
- G. Notice to Persons on Eligibility Lists of New Examinations: When a new examination is called for a position for which there is an inadequate eligibility list, the persons whose names are on the existing eligibility list will be notified by the HR Director and given the opportunity to take the new examination for the purpose of establishing their names on the new eligibility list and raising their grades. Such persons' places on the eligibility list will be determined by the higher rating received in either examination.
- H. Postponement or Continuance of Examination: Whenever it appears to the HR director, by reason of the small number of applicants for any examination, that such examination has not been given sufficient publicity, or for any other good and sufficient reason, he or she may postpone the examination to a later date, or cancel it. A postponement which does not exceed sixty (60) days, will not necessitate readvertisement; but all persons who have applied will be notified of the postponement by the Director in writing and will be further notified of the time at which they are to appear for such examination.
- <u>I.</u> <u>Development and Administration of Examination:</u> Every examination will be under the responsible direction of the HR Director. The HR Director will make periodic reports and recommendations to the Commission on testing procedures. The Commission may review at anytime all examination procedures developed by the Human Resources Department.
- J. Concealing Identity on Written Examinations: On the date of formal written examination the identification sheets of candidates will be sealed and the identity of each will remain concealed until the papers have been graded. When specified ratings have been required in one or more subjects prior to the

completion of the examination, the identification envelopes may be opened on the establishment of such ratings in order to notify applicants to appear for the remainder of the examination. The identity of the candidates completing the examination will be concealed again in the above manner.

#### XIV. PROMOTION

- A. Examination: Promotion to any position in the Civil Service shall be by examination weighed by seniority and performance record, except as otherwise provided in this Ordinance. Examination standards shall be as described here in. Promotional examinations shall be held whenever a vacancy or anticipated vacancy exists for which there is no reinstatement or appropriate promotional list, unless the Commission and the City Manager determined that it is not reasonably possible to do so. Examinations may also be held when fewer than three (3) eligibles are available on a current list, if requested by the Department Head or appointing authority.
- **B.** Eligibility: A person will be eligible for promotion following successful completion of the initial probationary period and after meeting any criteria established in this Ordinance.
  - 1. A person is eligible to take promotional examinations after actual service in a full-time position for six (6) months and upon fulfilling the qualifications for the grade as specified in the job description.
  - 2. Employees who are on probation in positions to which they were recently promoted will not be allowed to take promotional examinations, unless completion of the probationary period is not necessary for the employee to meet the minimum experience requirements of the promotional position.
  - 3. Persons on leave or on reinstatement lists, if otherwise qualified, are eligible to take promotional examinations.
  - 4. Persons holding appointment in a regular, full-time position in the Civil Service will not, while holding such appointment, be permitted to participate in any subsequent examination held for other positions within the same grade. Any examination standing secured in violation of this section will be void. No person may be an appointee any full-time position in one grade in the Civil Service and at the same time the eligible for another position in the same grade. Such applicants will be rejected.
  - 5. No person may take a promotional examination if he or she cannot physically perform essential duties of the position to which he or she seeks promotion.
  - 6. No employee who is demoted for disciplinary reasons is eligible for any promotional examination within two (2) years of the effective date of his or her demotion.
  - 7. Any employee who is removed or who resigns during his or her probationary period is ineligible to take any Civil Service examination for a period of two (2) years from the date of removal or resignation. This provision may be waived by the Commission if in its judgment the cause of the removal or resignation will not affect the employee's usefulness in some other position.
- C. Rating of Seniority: The credit given for seniority is as follows: One-half (1/2) point will be added to the score of an applicant for each of the first (1<sup>st</sup>) four (4), complete years of continuous service in a full time Civil Service position, to a maximum of two (2) points; except, as provided in this ordinance, and provided

that the minimum passing grade is achieved on the examination or evaluation. Seniority will be computed from the date of the person's last promotion and the date of the examination. If the employee has never received a promotion, seniority will be computed from the date of appointment to the position from which promotion is sought.

# XV. SPECIAL PROVISIONS

- A. Probationary Period: All persons employed by the City of Socorro will be on probation for a period of six (6) months of actual continuous service, except the probationary period for Police Department employees will be twelve (12) months of actual continuous service. Promoted employees whose probationary appointment is not made full-time will be reinstated in their former positions.
- **B.** Impact of Staff Reductions: the HR Director is authorized and directed, subject to approval by the City Council, to establish systems for reducing the impact on the Civil Service of staff reductions caused by operating economies.
- C. Nepotism Prohibited: Except in the case in which an appointing officer appoints the highest scoring individual certified from a promotional or original entrance eligibility list, or from a reinstatement list involving the appointment of a former incumbent, no person may be appointed to or reinstated in any classified position who, at the time of appointment or reinstatement, is related in the first (1<sup>st</sup>) or second (2<sup>nd</sup>) degree of consanguinity or in the first (1<sup>st</sup>) or second (2<sup>nd</sup>) degree of affinity, to the City Manager, the appointing officer, the HR Director, or the direct supervisor of the position being considered. Kinship to members of City Council shall be governed by the terms of the City Charter.
- **D.** Governing provisions: The provisions governing the character and content of examinations set forth previously herein above will also apply to promotional examinations.
- **E.** Frequency and Examination: Promotional examinations will be given whenever needed to fill a vacancy for which an adequate promotional list does not exist, or when a request is received to fill a vacancy and a promotional examination has not been offered for the grade within the past year. More frequent testing will be held by the HR department for those classes which have been shown to have a high or moderate demand, whether or not a requisition is received, or a vacancy occurs. Unless the Commission finds that the needs of the city would be otherwise better met, an original and promotional examination will be given simultaneously.
- F. Notice of Examination: Notice of promotional examinations will be posted by the HR director for at least ten (10) working days prior to the examination on the official bulletin board in City Hall and in such other City buildings as are appropriate to ensure that all employees are fully informed. The notice will give the date, time and place of the examination and the minimum qualifications of the position.
- G. Application for Promotional Examination: Each eligible who cares to compete for promotion must fill out the prescribed application for promotional examination and file this application at the office of the HR Director on or before the closing date specified in the announcement of the examination. The eligible must be able to read and write, and must fill in his or her own application, unless the HR director after consulting the Department head involved, determines that such abilities are not necessary to the performance of the duties of the higher position.

- H. Promotion Within Department: Promotional examinations will be open to all persons properly qualified, without regard to the department in which they are serving. In making certification from promotional lists, however, the HR Director may direct that those persons on the promotional lists who are serving in the department or other organization in which the vacancies to be filled exists, be certified in preference to persons on the same list serving and other departments or organizations, if it appears that the efficiency of the service would be improved thereby, in accordance with this Ordinance. In making certification from promotional lists wherein the department head wishes to appoint the top-ranking eligible serving in the same department in preference to others on the promotional list, the department head will first interview the top three (3) candidates on the promotional eligibility list, to ensure that the efficiency of the service would be improved by preferential certification of the person serving in the same department.
- <u>I.</u> <u>Promotion Following Creation of Higher Position With Overlapping Duties:</u> Whenever a new and higher position is created having substantially the same duties as one already existing, the incumbent of the old position, whether abolished or not, may be appointed to a new position without examination. It must be shown to the satisfaction of the Commission that the person is performing the duties of the position satisfactorily, and the additional duties were not assigned to the person for the purpose of evading the necessity of a competitive examination.
- J. Promotion After Reclassification: Where a position has been formally reclassified because of additional duties and responsibilities, or to correct an error in classification, the incumbent of the former position may be promoted or appointed without examination, upon request of the proper appointing officer. It must be shown to the satisfaction of the Commission that the person for whom promotion or appointment is requested has fully performed the additional duties and assumed the responsibilities on account of which reclassification was allowed, and is fully qualified to fill that higher grade position. It must further be shown to the classification of the commission that the additional duties were not assigned to the person for the purpose of evading the appointment to a position by competitive examination, and the necessity for the creation of the higher position has been established.
- K. Temporary Promotions: An interim or temporary promotion to a higher position made necessary by reason of sickness, disability or other approved absence of a regular employee for at least thirty (30 days), may be authorized by the City Manager, without examination upon written request other department head, who will set for full information regarding such requests. The City Manager may extend the temporary promotion during the entirety of the approved absence of the other employee. All such temporary promotions will continue only during the period of sickness, or disability or other approved absence of the other employee. In no event will such temporary appointment be effective for longer than six (6) months without a new request being made by the appointing officer and approved by the Commission. An individual appointed in this manner must meet the minimum qualifications for the position to which promotion is seen made. Such promotions are limited to individuals within the same department as the absent regular employee. From which the temporary absence exists. If a promotional list exists for the position, the appointing authority should give first consideration to persons within the department who are on such list. Who are on such list

#### XVI. ELIGIBILITY LISTS

- **A. Duration of Eligibility Lists:** Eligibility lists, other than reinstatement lists, will expire automatically one (1) year from the date they are certified from those extended by the commission prior to the expiration date.
- **B.** Change of Address: Each person on an eligibility list will fire with the HR Director written notice of any change of address, and failure to do so may cause his or her name to be removed from the list after notification has been attempted and subject to appeal to the Commission.
- C. Impact of Changes: Changes or rank, or additional or subtraction of names, made on lists of eligibles because of clerical errors or re-ratings, will not change the date of the adoption of such lists nor give any persons the right to claim any beginning date of eligibility other than the date of the adoption of the original eligibility list that created their eligibility.
- **D.** Revocation of List: An eligibility list, other than a reinstatement list, may be revoked and another examination ordered only when in the judgment of the Commission such action is deemed advisable because of errors, fraud, or inappropriate standards prescribed in connection with an examination. All competitors in the first (1st) examination will be given an opportunity to compete; and new eligibility list will be established except in the case of inappropriate minimum qualifications, in which event only competitors in the first (1st) examination who meet the new qualifications may be tested. No eligibility list will be altered or revoked except upon written notice to all persons whose standing may be affected.
- E. Removal From Eligibility List Through Loss of Qualifications: The name of any eligible who no longer fulfills any preliminary requirement required at the time of examination (such as residence or the possession of a license or certification) will be removed from eligibility lists by the HR Director.
- F. Removal From the Promotional List of Persons Permanently Separated From Service: The names of persons permanently separated from the service on account of resignation, discharge or other cause will be removed from all promotional lists by the HR Director.
- G. Removal From Lower List if Appointed From Higher List: A person whose name is on lists of different grades or lists with different salary schedules will be removed from a lower grade eligibility list or one with a lower salary schedule upon appointment to a higher-grade position or one with a higher salary schedule. Upon giving up such appointment to the higher-grade position, an employee may request and have his or her name restored by the HR Director to any eligibility list from which it was removed under this section.
- **H.** Removed on Account of Non Appointment: Certification for temporary appointment and certification on which waiver is requested and approved will not count as one of the certificates under this Ordinance.
- **I.** Circulation of Eligibility List: The HR Director may at any time in anticipation of a request for certification circulate the names of persons on any eligibility list to determine if they will accept appointment or if they wish their names to remain on or be deleted from the list. The HR Director will be governed in certification and the keeping such names on the list by the returns from such circulation. A circulation of a list need not be made with a period of six (6) months of a previous circulation for greater salary or greater permanency. Eligibles who have declined appointment need not be certified to new vacancies with the six (6) month period. However, anyone eligible who has

declined but who thereafter notifies the HR Director in writing of his or her willingness to accept will not be passed over within the period.

#### XVII. LAY-OFF; VACATIONS; LEAVE; RESIGNATION AND REINSTATEMENT

- A. Conditions for Layoff: Whenever it becomes necessary through lack of work or funds, or through the abolishment of a position or grade, or for any other reason not involving delinquency on the part of the employee, to reduce the number of employees in any grade, the appointing authority may order a layoff the reduction will be made in the following order:
  - 1. Temporary and provisional employees;
  - 2. Unclassified employees hired under this Ordinance; and
  - 3. Full-time classified employees in the reverse order based on seniority in all City positions held.

Procedures governing this section will be prescribed in this Ordinance.

- **B.** Job Rights: Employees are removed from their positions as a result of abolishment or a layoff (to include subsequent displacement action) will have the right to be appointed to any vacant position for which they are qualified, provided the vacancy occurs within ninety (90) days of the grade to which appointment is sought is at or below the employee's class grade at the time of removal. If such an appointment cannot be made, the employees will have the right of appointment to position, occurring within ninety (90) days, in any department in a lower grade, in the same grade, or to upgrade in which the employees have served, provided that:
  - 1. The employees are fully qualified for the position; and
  - 2. The employees who may be displaced as a result of the appointment have less seniority than the employees claiming the job.
- C. Reinstatement Lists: Laid off employees who cannot be placed in other positions at a pay grade equivalent to or below their current grade will have their names placed on reinstatement list for a period of ninety (90) days, and will be considered in accordance with Order of Certification for subsequent vacancies, as they occur.
- <u>D.</u> <u>Leave of Absence:</u> After consideration of an employee's request and the recommendation of the department head, the City Manager may grant an employee leave under conditions set forth in the City's leave policies in the Socorro official employee handbook.
- E. Reinstatement Following Leave of Absence: Upon the expiration of an approved leave, an employee is reinstated as provided in the City's leave policies in the Socorro official employee handbook.
- **F.** Failure to Return After Leave: Failure to report at the expiration of a leave will be cause for separation from the service. However, if the employee so separated shows to the satisfaction of the City Manager that the failure to report was excusable the City Manager may order reinstatement.
- G. Sick Leave; Military and Family Medical Leave: Classified employees are entitled to annual sick leave, as provided in the City's leave policies in the Socorro official employee handbook. Military and family medical leave will be provided as required by state and federal law and the Socorro employee handbook.
- <u>H. Vacations:</u> Classified employees are entitled to annual vacation with pay as provided in the City's vacation leave policies in the Socorro employee handbook.

- <u>I.</u> <u>Resignation:</u> The head of the department receiving an accepting a resignation will immediately notify the Human Resource Director of the resignation.
- J. Reinstatement Following Resignation: Any person who has held a classified position and has resigned from the service in good standing and without fault or delinquency will, upon recommendation of the City Manager and Council approval, be placed on the proper reinstatement list below those on the list because of layoff or job abolishment.
- **K.** Removal from Reinstatement List: Any person on any reinstatement list who becomes ineligible to hold the position or from moves from the City will be removed from the list. All names of persons on the reinstatement lists will expire and be removed ninety (90) days after the individual's separation from employment.

#### XVIII. TRANSFER AND REDUCTION

- A. When Transfer is Permissible: Transfers may be made from a position in one department to a similar position at the same grade in another department, provided that requirements of the order of certification are met and that the heads of the two departments concerned approve the request.
- **B.** When Transfer is Not Permissible: Transfer will not be allowed where the:
  - 1. Examination upon which the appointment of an employee was based was not of a character and standard to test the fitness of the employee for the position to which it is proposed to make the transfer.
  - 2. Grade of the position to which the employee is seeking transfer is higher than the employee's current grade; or
  - 3. Transfer is requested to avoid a layoff when there are persons of greater seniority targeted for layoff.
- C. Reorganization: When unofficial reorganization of the City staff results in the transfer of a position from one department to another without substantive change in duties, the incumbent will, with recommendation of the Commission and approval of the City Council, be transferred with the position, without regard for the order of certification.

#### XIX. RESIGNATION

- A. Effect of Resignation: Whenever an employee of the civil service resigns, he or she severs his or her connection with the city and loses all rights seniority and other all rights to reinstatement of employment.
- **<u>B.</u>** Effective Date: Resignations are effective immediately upon delivery. Acceptance of a resignation is not required.
- C. Responsibility of Department Head: The Department Head shall immediately forward all resignations to the Human Resources Director and City Manager.
- **D.** Rescission and Acceptance: Within ninety (90) days of the date of resignation, an employee may make a written request to the City Manager to approve the recission of the employee's resignation. The City Manager, in his or her sole discretion, may approve or deny the rescission request. If the rescission request is approved by the City Manager, seniority and Civil Service protection will be restored, but with no credit for the period during which the individual was not employed by the City.

#### XX. EVALUATION RATINGS

- **A.** Frequency: Each employee will give a written efficiency rating on a form to be prescribed by the Human Resources Director in accordance with the following schedules:
  - 1. Provisional, temporary, and probationary employees at the end of listed periods of employment.
  - 2. Full-time employees every six (6) months in January and July, except for our department heads and assistant department heads who shall be evaluated annually in August.
  - 3. Unscheduled reports may be rendered at any time the rater considers necessary.
- **B.** Responsibility: The immediate supervisor of the employees is responsible for rating his or her efficiency. The individual so charged will be designated in writing by the department head. Each draft report will be reviewed by the rater's supervisor before it is finalized. Department heads shall be evaluated by the City Manager who shall determine the Performance Evaluation Rating.
- C. <u>Performance Standards:</u> Performance ratings will be based on written performance standards to be prepared by the rater and reviewer approved by the HR Director and reviewed with the employee.
- **D.** Counseling: And integral part of the efficiency rating system is frequent job and efficiency counseling. As a minimum, it will be done in conjunction with each written efficiency report, normally by the rater.
- **E.** Use: Efficiency ratings are used in conjunction with career development, promotion, separation, reassignments, merit increases, and similar personnel action. Therefore, ratings should be frank, objective assessments of the employee's job performance that informs the employee of performance weaknesses in order to permit the employee to improve performance.
- <u>F.</u> <u>Performance Scale:</u> The following scale will be used in describing employee performance:
  - Poor: Fails to perform duties as assigned.
  - Below Average: Performs duties but requires regular supervision.
  - Satisfactory: Performs duties requiring little supervision.
  - Good: Performs duties without incident.
  - Excellent: Performs duties exceptionally well without need for supervision.
- G. Appeals: A classified, non-probationary employee has the right to appeal any rating he or she considers unfair, discriminatory, or otherwise objectionable. Such appeal must be made to the Commission utilizing approved forms within ten (10) days after the employee has had final review on the rating with his or her department head. If an employee terminates employment with the City of Socorro, for any reason, any pending performance evaluation appeal shall be considered withdrawn and no further action shall be taken on the performance evaluation.

#### XXL DISCHARGE, APPEAL, HEARING

A. <u>Discharge During Probation:</u> The appointing authority or appointing officer may discharge a new employee at any time during the probation period for an reasons but, for the record, a full statement of those reasons must be filed with the HR Director within three (3) days of discharge. Probationary employees

- have no right to appeal any employment action, including their termination or discharge.
- **B.** Discharge of Full-Time Employees: The appointing authority or head of the department in which an employee is serving may, with the consent and approval of the City Manager, for any cause defined herein and in the City's employment policies, discharge, suspend or reduce in rank or position.
- C. Appeals: Any full-time classified, non-probationary employee may appeal to the Commission any suspension (without pay) as limited in Section II, termination or reduction in grade, which is believed to violate the rights granted employees by this Ordinance. Appeals must be file with the Human Resources Director within ten (10) days from the date of the alleged violation and must be on a form provided by the Human Resources Director and must clearly state the order complained of and all reasons why the employee believes the action violated the employee's rights.
- **<u>D. Hearing Options:</u>** Upon receiving notice of appeal, the Commission may in its discretion hear the appeal directly or refer it to a Hearing Officer. Hearings will be conducted in accord with procedural rules adopted by the Commission.

## XXII. SUSPENSION, REDUCTION, DISCHARGE

- A. Causes of Suspension, Reduction, or Discharge: The following may constitute cause for discharge, suspension, or reduction of full-time non probationary, classified employees. That an officer or employee in the civil service:
  - 1. Has been convicted of a felony, or a misdemeanor involving moral turpitude, or;
  - 2. Has willfully, wantonly, or through culpable negligence, been guilty of brutality or cruelty to an inmate or prisoner, or to a person in custody provided, the act committed was not necessarily or lawfully done in self-defense, or to protect others, or to prevent the escape of a person lawfully in custody, or;
  - 3. Has been under the influence of intoxicants or drugs or the use thereof while on duty, or in violation of city employment policies, or;
  - 4. Has contracted a disease or has some physical or mental ailment or defect which makes him or her unfit to perform the essential duties of the possession; or
  - 5. Is wantonly offensive in his or her conduct or language towards the public, supervisors, or his or her fellow employees, or;
  - 6. Is consistently inefficient in the performance of the duties of his or her position so that his or her general average of efficiency is below the minimum standards established, or;
  - 7. Is negligent and or destructive in the care of city property, or
  - 8. Has an unexcused absence from duty for a period of three (3) or more successive days, or three (3) or more times in any twelve (12) month period, or;
  - 9. Has used or threatened to use or attempted to use personal or political influence in securing promotion, leave, transfer, change of grade, pay, or character of work, or:
  - 10. Has induced, or has attempted to induce an officer or employee in the service of the City to commit an unlawful act; or to act in violation of any lawful departmental or official regulation or order; or has taken any fee, gift,

- or other valuable thing in the course of his or her work, or in connection with it, for his or her personal use from any person, when such fee, gift or other valuable thing is given in exchange for a favor or better treatment than accorded other persons, or promise of favorable treatment, or;
- 11. Has induced or attempted to induce anything, for corporations doing business with the City to give employment to any relative of the City officer or employee, or has induced or attempted to induce any such person, firm or corporation to show any material favor or consideration of any kind to the City officer or employee, or any relative of the city officer or employee, when the officer or employee hold a position in department having direct contact with such persons, firm or corporation, or
- 12. Has exerted improper influence on behalf of a relative, or;
- 13. Has, after the date of the adoption of this Ordinance, been actively engaged in the management of partisan political campaign; or acted as any election; or has been concerned in the soliciting of money for any political purpose; has engaged in the distribution of badges, posters, bills, or printed or written matter favoring the candidate for nomination or election to any municipal office while on duty, or in a City uniform, or in the offices or buildings of the City of Socorro; or has publicly endorsed any candidate for municipal elections; or has contributed money or other valuable things or any political purpose in connection with any municipal election; or has attempted, during his or her hours of duty as a City employee, to support or oppose any candidate for nomination or election to office or any proposition to be submitted to a vote of the people or so attempt, whether on duty or not, while the person sought to be influenced is on duty as a City employee; or otherwise used the City's time or resources for any political purpose; or has engaged in any political activity while wearing a City uniform; or has attempted to influence the vote for political action of any other City employee by a threat or promise under circumstances that the reasonably gives such other employee to understand that he or she will be rewarded for complying, or punish for not complying with the wishes of the person seeking to influence him or her; or as an employee in a superior position, has required or brought pressure to any subordinate to support or engage in political activity on the superior's behalf by demanding or implying support as a condition of favorable personnel action, or demanding or encouraging involuntary campaign work; or has sought political office without first resigning as provided herein, or
- 14. Has violated the City's employment policies or the Department's Code of Conduct.
- 15. For just cause. Nothing in this section will be construed to interfere with the right of an employee in the civil service to become a member of a political club or organization, to attend political meetings, to express his or her opinion on all political subjects, to enjoy freedom from all interference in casting his or her vote, or to exercise rights granted the individual by the constitution and laws of the United states or the state of Texas.
- **B.** Dismissal Notice: the discharge of a full-time non-probationary classified employee will not become effective until the appointing authority or department head has first served upon such employee or mailed (certified mail, return receipt requested) a written notice of discharge. The notice must contain one or more reasons or grounds for discharge together with such specifications of far as will enable the employee to make an explanation and place him or her fairly

- upon his or her defense. A copy of such notice of discharge, together with the explanation, if any, made by the employee will be filed with the HR Director.
- C. Resignation Before Appeal Decision: the acceptance by an appointing office or authority of the resignation of a person discharged before final action on the part of the Commission will be considered a withdrawal of the charges and the separation of the employee concerned will be recorded as a resignation and the proceeding will be dismissed.
- **D.** Disqualification for Reappointment: any employee who is dismissed for the cause or who resigns while not in good standing will be disqualified from taking any Civil Service examination for two years thereafter; and his or her name will be removed from all eligibility lists.
- **E.** Non-Certification of Suspended Persons: the names of persons suspended will not be certified for eligibility lists during the period of suspension.

# F. Action By Commission:

- 1. If the Commission hears the appeal in a disciplinary case, it will, by majority vote of its members present and voting, determine whether the charges are sustained by the evidence. If the Commission determines that the charges are sustained, in whole or in part, it will at once determine whether the good of the service requires that the appealed action be upheld or reduced. If the Commission determines that the charges are not sustained, the accused will be reinstated immediately and without prejudice, I will not be deprived of any salary for any period of suspension preceding the hearing.
- 2. In cases involving alleged discrimination or other administrative matters such as promotions, assignments, grading and examinations, the Commission shall review all factors in the cases and direct appropriate corrective steps, if necessary.
- 3. In conducting any hearing, the Commission must in all cases, afford full and free opportunity to all parties in interest to present evidence relevant to the issue or issues involved. The burden of proving all the alleged offense and of establishing just ground of discharge, suspension, or reduction rest upon the department head or officer I whom the action was taken. A preponderance of the evidence is required to substantiate any charge.
- G. Hearing Officer: the powers and duties of the Hearing Officer are here delineated:
  - 1. <u>Pre-Hearing Conference:</u> the hearing officer may conduct pre hearing conferences, during which that officer may:
    - a. Encourage parties to pursue actively a settlement of the dispute;
    - b. Require parties to designate their representative when desired;
    - c. Require submission of exhibits and witness lists with brief summaries of their proposed testimony;
    - d. Rule on evidentiary questions and reject irrelevant or unnecessary cumulative exhibits or testimony;
    - e. Accept exhibits and stipulations of fact between the parties;
    - f. Authorize the preparation and submission of written interrogatories and depositions;
    - g. Issue subpoenas to compel the attendance of witnesses;
    - h. Prepare a written record of all stipulations, the issues in dispute, the rulings made on exhibits and witnesses and any agreements on terms of settlement arrived at between the parties; and

- 2. <u>Hearings:</u> Preside at all hearings, maintaining order and decorum, taking testimony under oath or affirmation, disposing of all objections, asking questions when necessary and assuring that a clear and complete record is made of all proceedings;
- 3. **Continuance:** grant or denying continuances;
- 4. **Preparations of Opinions:** Prepare written recommendation (including findings of fact and conclusions of the law) affirming, reducing, or reversing the action appeals in conformance with the procedures and the time limitations set forth in the Ordinances. This opinion must be submitted to the Commission for action as specified below with a copy to the appellant and the person whose actions are being appealed and to any attorneys representing the parties involved in the matter;
- 5. <u>Further Appeal:</u> Forward to the Commission recommendations concerning any rehearing or review when a motion for rehearing has been filed by one (1) of the parties;
- 6. **Related Duties:** Perform such other duties as may be necessary to implement and maintain an efficient, fair, and speedy system of appeals adjudication, and perform any additional duties imposed by the Commission.
- **<u>H. Subsequent Action</u>**: Upon receipt of the Hearing Officer's opinion and recommendations were applicable, the Commission will review the written record of the hearing, review any written briefs or oral arguments which the parties are permitted by the Commission to submit, and take one of the following actions:
  - 1. Accept or modify the Hearing Officers' recommendations; or
  - 2. Remand the matter to the Hearing Officer for development of such additional facts and findings as the Commission deems necessary. Consistent with the remand, the Hearing Officer must conduct an additional hearing and render further opinion or recommendation to the Commission for its further action pursuant to this provision.
- I. Referral of Charges by Citizens: Any citizen of the City has the right to prefer sworn written charges, before the Commission, alleging misconduct against any employee subject to its jurisdiction. The Commission may order investigation of the charges when it deems proper and in its discretion may hear and dispose of the charges in the same manner as prescribed above. This section does not apply to any charges or appeals which may be brought before the Commission under other sections of this Ordinance.
- <u>J.</u> <u>Constitutional Rights:</u> nothing in this ordinance shall be construed as denying or abridging any constitutional right.

## XXIII. HEARINGS

A. Hearing by Commission: Any party to Commission proceedings may invoke the rule as to witnesses, as known to the practice in the District Courts of the State of Texas, and the Commission or Hearing Officer may, on their own motion, impose such rule, the effect of which will be to exclude from the hearing room, all witnesses, except the person preferring the charges or acting in the discharge, suspensions or reduction of the accused employee, while other witnesses are being questioned or other testimony given.

- **B.** Continuance of Appeal Hearings: The following rules will apply when either party before the Commission or a Hearing Officer in a disciplinary appeal hearing request a continuance of the hearing:
  - 1. When either party requests a continuance or adjournment of up to fifteen (15) days, such requests must be in writing and in the hands of the Hearing Officer or the Secretary of the Commission at least twenty-four (24) hours prior to the hearing time period the hearing officer or Commission may allow a continuance for emergency reasons with less than twenty-four (24) hours prior notice.
  - 2. Upon receipt of notice for continuance, the Secretary of the Commission will notify the Chairman, who may accept and approve the request on behalf of the entire Commission, thus precluding the need for the entire Commission to convene and accept the notice. This will apply only to a party's request for continuance up to fifteen (15) days.
  - 3. Any continuance beyond fifteen (15) days or in addition to the first request for continuance must be:
    - a. By mutual agreement of the parties; or
    - b. By the Hearing Officer or Commission at either party's request after a hearing on the merits of the continuance.
  - 4. Failure to comply with the provisions of this section will be grounds for denial of the continuance requested.

#### XXIV. EMPLOYEES SEEKING PUBLIC OFFICE

No employee of the Civil Service shall seek election for a public office, as listed below, without having first resigned from his or her position in the Civil Service.

- **A.** Any City Office; or
- **<u>B.</u>** Any partisan office within the City of Socorro or a jurisdiction that includes the City of Socorro; or
- <u>C.</u> Any public office if the employee is serving in a supervisory or managerial position with the City; or
- **<u>D.</u>** Any public office in a jurisdiction which has direct or indirect contractual relations with the City and which would represent a conflict of interest to the employee's position in the City.

#### XXV. GRANT FUNDED POSTIONS

Employees who hold positions funded or contracted or by state or federal grants, shall have no right to continue holding such positions when state or federal funding ceases. If said positions, at the end of state or federal funding, become Civil Service positions, they shall be still as provided in this Ordinance.

#### XXVI. DEPARTMENTAL RULES

Any department head shall have the right to promulgate rules of conduct and regulations (Code of Conduct) regarding the operation of the department, and the conduct of the employee therein, provided that such rules do not conflict with this ordinance or the City's employment policies. Large departments having various subdepartments may, in their rules, have rules and regulations pertaining to subdepartments in addition to general rules and regulations regarding the department. Any department head, as provided in this Ordinance, suspend, discharge, or demote

any employee or insubordination, for failure to comply with departmental rules and regulations, for failure to comply with the rules of the Commission or for failure to obey any lawful order of a superior officer.

## XXVII. LAYOFFS, JOB RIGHTS, REINSTATEMENT

## A. Layoffs:

- 1. When layoff of employees is necessary in accordance with this Ordinance, notice of such proposed layoff will be provided to the HR Director immediately. The HR Director will certify to the appropriate department head the names of the employees to be laid off and will coordinate all procedures to affect the layoffs.
- 2. In certifying the names of the employees to be laid off, in the case of a tie in the amount of seniority of full-time, classified employees in the affected position, the HR Director will certify for layoff the employees with the lowest efficiency ratings based on an average of the last three (3) rating periods.
- 3. Thirty (30) days prior to the actual layoff date, the HR Director will freeze the filling of all City vacancies in the same occupational group at or below the grade of the affected employees. No such vacancy will be filled without first considering the eligibility of affected employees for the vacant positions. The HR Director will attempt to place affected employees in such vacancies within the thirty (30) day period. This procedure will not affect vacancies which occur after the thirty (30) days.
- 4. The HR Director will counsel all affected employees to ensure that all such employees are aware of their rights and obligations during the layoff.
- **B.** Job Rights: an employee, who is to be removed from a position as the result of abolishment or layoff, ties the right, within the order of certifications, to be appointed to a vacant position in the following manner.

The opportunity to be appointed to a vacant position within the same department at or below the employees' grade at the time of removal will be offered to each employee to be laid off in the order of the employee's seniority in the City. In the event of multiple layouts, the HR Director will ensure that most senior employees receive the greatest rights hereunder.

Vacancies will be offered to the employee in order of the categories listed below

- 1. Vacancies which exist within the same department in the same grade series of the position in which the employee serves at or below the employee's current position;
- 2. Vacancies which exist within the same department in the same grade series of the position in which the employee serves at or below the employee's current position; and
- 3. Vacancies which exist within the same department in the same occupational branch as the position in which the employee currently serves at or below the employee's current position.

The refusal of an employee to accept an offer to fill a vacancy made under this section will result in the employee being placed on a reinstatement list. If no vacancy exists in any of the above categories, the employee will have the right

to displace a person in a position in the same department in a lower grade, in the same grade, or in the same grade series in which the employee is currently serving. If no such position exists, then the employee will have the right to displace a person in the same department in a grade series in which the employee to be laid off has previously served. Displacement rights will be given to employees in order of their seniority. Persons who are displaced as a result of the above procedure shall then have the same right to displace persons serving in positions as outlined above. No person may be displaced in any action if the person holding the position has greater seniority than the employee claiming the right to displace.

If a person accepts a position, either through filling a vacancy or displacement, at a lower grade, the person, if otherwise qualified, may take promotional examinations for any grade above that grace period no person who would that appointment to a vacant physician or displaces another person under this section shall be placed on a reinstatement list for the position from which the person was removed.

For purposes of this Ordinance, the following definitions apply:

- **a.** Same grade series: one (1) or more classes that are similar in all respects except for the level of skills, ability, qualifications, and responsibilities required.
- b. Occupational groups: groups of one or more related grade series.
- c. Occupational branch: major subdivision of related occupational groups.
- **d.** Vacancy: A position which is vacant or is occupied by a temporary or provisional employee.
- **e. Qualified:** Meeting all minimum qualifications and requirements as set forth in the classification description for the position.
- C. Reinstatement: Individuals on reinstatement lists as a result of a layoff who are interested in reinstatement to a specific position in a different but similar grade in any City department must notify the HR Director in writing of such interests. If the HR Director has already certified the names to a vacancy when such notification arrives, that certification will not be cancelled, but the individual will be contacted prior to certifying name for their vacancies in which the individual has expressed an interest. If an examination announcement for the vacancy has been posted, the last individual must notify the HR Director of his or her interest no later than the last day of the filing period for the examination. The HR Director will, subject to Commission review, determine whether or not the position in question is of a similar nature, evaluate the individual's qualifications or the position, and determine whether or not the individual must take a qualifying examination or be determined eligible based on his or her possession of the minimum qualifications and similarity of previous job duties.

Notwithstanding any other terms all regulations herein, all rights of reinstatement after layoff, or abolishment, or other job displacement will expire on the ninetieth (90<sup>th</sup>) day after the individual is laid off, displaced or separated.

#### XXVIII. EX PARTE COMMUNICATIONS

Unless required for the disposition of unrelated matters or as authorized by law, or in connection with the scheduling of meetings and hearings, Civil Service Commissioners, hearing officers, or employees of the City assigned to render a decision, may not communicate, directly or indirectly, in connection with any issue of fact, or law, with any agency, person, parties, or their representatives, except on notice and opportunity for all parties to participate. A Commissioner or hearing officer may communicate *ex parte* with employees of the City who have not participated in any hearing in the case for the purpose of utilizing the special skills or knowledge of the City and its staff in evaluating the evidence.

Commissioners or hearing officers shall not participate in deliberations of the Commission or rendering the decision in a case where they have participated in the case in an advocacy role. The Commission may take judicial notice of facts which a court of Texas could take judicial notice of, and in addition the Commission or hearing officer may take notice of generally recognized facts within the area of the Commission's specialized knowledge.

## XXIX. DEFINITIONS OF TERMS

**<u>Definitions:</u>** the following definitions apply to this Article.

<u>Abolishment:</u> either temporary or full time discontinuance of a given office, service or physician, by reason whereof the functions and duties of the office, service, or employment cease; Generally evidenced by the deletion of a position from a departmental manning table.

**Advancement:** a salary increase within a range of compensation provided for each position which is conditioned upon a given minimum term of meritorious services in the same position.

<u>Appeal:</u> the procedure by which an employee gives written notice within the prescribed form to the Commission requesting review of a protest of any adverse employment action.

<u>Appointing Officer:</u> the department head having the power of appointment to subordinate offices or positions.

**Appointment:** Selection by the appointing officer of an individual from the certification list to fill vacancy or by the appointing authority in the case of department heads.

<u>Certification:</u> The process by which the names and addresses of persons on a proper eligibility list are placed in the correct order in which vacancies are to be filled and thereby become entitled to be considered to fill a vacancy.

<u>Certification List:</u> List of names from an eligibility list sent to the appointing authority or appointing officer for consideration in filling a vacancy.

<u>Grade:</u> a group of positions within the same title so arranged because of similarity entities and responsibilities and for which the same basic examination, compensation and minimum qualifications apply.

#### **Classification:**

- 1. A classification plan consisting of a systematic arrangement or index 4 great titles arranged by:
  - a. Occupation groups;
  - b. Grade series; and
  - c. grade title within series.
- 2. A compensation plan consisting of:
  - a. A minimum rate, serving as the entrance rate for new appointees to any position in the grade;

- b. a maximum rate representing the highest rate to be paid to any employee in the grade; and
- c. a series of specific rates, between the minimum and maximum rate, together with rules outlining elements of efficiency and length of service to be used in determining when and under what conditions an employee is to receive an intermediate rate.
- 3. An administrative plan consisting of roles for the application and administration of the classification plan and the compensation plan.

<u>Classified:</u> All officers and positions in the civil service, excluding those defined as being "unclassified" in this ordinance.

Commission (when used by itself): The Civil Service Commission

<u>Competitive Examination:</u> an examination in which the candidates are in competition and from which an eligibility list is promulgated.

**Department:** Any City agency, office, Bureau, or other organizational unit.

<u>Dismissed</u>, <u>Discharged</u>, <u>Removed</u>: actions under which employees are separated from their respective positions for A cause.

<u>Efficiency or Service Records:</u> Records of the manner in which an employee's service was rendered, the record being made at stated intervals by the several department heads and submitted to the HR Director.

<u>Eligibility List:</u> a list of names of persons who have been determined to be qualified through applicable criteria, for employment and positions allocated to a specified trade, arranged in order of merit. Includes original entrance, promotional, and reinstatement lists.

**Grade:** term representing a specific range of compensation.

<u>Layoff:</u> the involuntary temporary separation of employees from their positions, often on a seasonal basis, without fault or delinquency on their part, normally by reason of lack of work or funds; generally evidence by the retention of a vacant position within the department. If the position is deleted from the departments manning table, the "layoff" becomes an "abolishment."

<u>New Position:</u> a position created through the authorized addition to a department of opposition not previously existent or a position created through an authorized change in classification.

<u>Full Time Employee:</u> Any classified employee who has been regularly appointed after serving he probationary period to a position normally involving continuous year-round service and involving regular working hours of more than thirty (30) hours per week.

<u>Position (when used by itself):</u> specific set of duties to be performed by an employee.

**<u>Probationary Employee:</u>** an employee who has been employed or promoted and is within the period of probation established for the position.

**Promotion:** A change from a position in a lower grade to a physician and a higher grade, involving a change of duties more responsibilities as well as an upward change in compensation.

<u>Provisional Employee:</u> any employee temporarily filling the position without competition pending the establishment of a certification list.

**Resignation:** The voluntary separation from employment of a classified employee, notice of which is tendered, in writing, to the employee's department head, superior, Human Resource Director or other authorized agent of the City.

**Reinstatement:** the act of reinstalling a person separated from a classified position to that position or some other position.

Rules: when used by itself, the Rules of the Commission.

**Suspension:** action under which an employee is for cause temporarily separated for a definite or indefinite period, may be with or without pay.

<u>Temporary Employee:</u> an employee who services are of a temporary nature or for a limited., usually six (6) months or less.

<u>Unclassified:</u> those positions exempted from the Civil Service provisions of this ordinance.

<u>Work Day:</u> any day that the City HR Department is open to the public for the transaction of business.

## XXX. TRANSITION

Existing Laws and Constitutionality: all existing ordinance provisions pertaining to Civil Service are hereby repealed, and all Ordinance or parts thereof in any wise conflicting or inconsistent with this Ordinance or any provisions hereof are hereby expressly repealed. However, the enactment of this Ordinance will in no wise effect the rights of persons whose appeals have been filed and are pending before the Commission or in the courts at the time of it's adoption. Such pending appeals or other pending matters may be decided by the Commission or appropriate tribunal in the light of the provisions of the Civil Service Regulations existing at the time the appeal was filed.

Adopted by the Socorro City Council February , 2024



# CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JAN 25, 2024** 

**REZONING REQUEST** 

# STAFF REPORT

# **SUBJECT:**

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT, LOCATED AT 11686 SOCORRO ROAD, SOCORRO, TX FROM C-1 (LIGHT COMMERCIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR A DUPLEX.

NAME: 11686 SOCORRO RD. REZONING

**PROPERTY ADDRESS:** 11686 SOCORRO RD.

**PROPERTY LEGAL** 

**DESCRIPTION:** A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT

**PROPERTY OWNER:** ELIBORIO FIGUEROA

REPRESENTATIVE: ELIBORIO FIGUEROA

**PROPERTY AREA:** 12,517 S.F.

**CURRENT ZONING:** C-1 (Light Commercial)

CURRENT LAND USE: RESIDENTIAL

FUTURE LAND USE MAP: HIGH DENSITY RESIDENTIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0300-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a rezoning of a property from C-1 to

R-2 to allow for a duplex.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Rezoning request.

**P&Z RECOMMENDATION:** Commission voted for **APPROVAL** of the rezoning request on

December 5, 2023

Ivy Avalos Mayor

Ruben Reyes Representative At Large

Cesar Nevarez
District 1

Socorro City Attorney



Alejandro Garcia
District 2

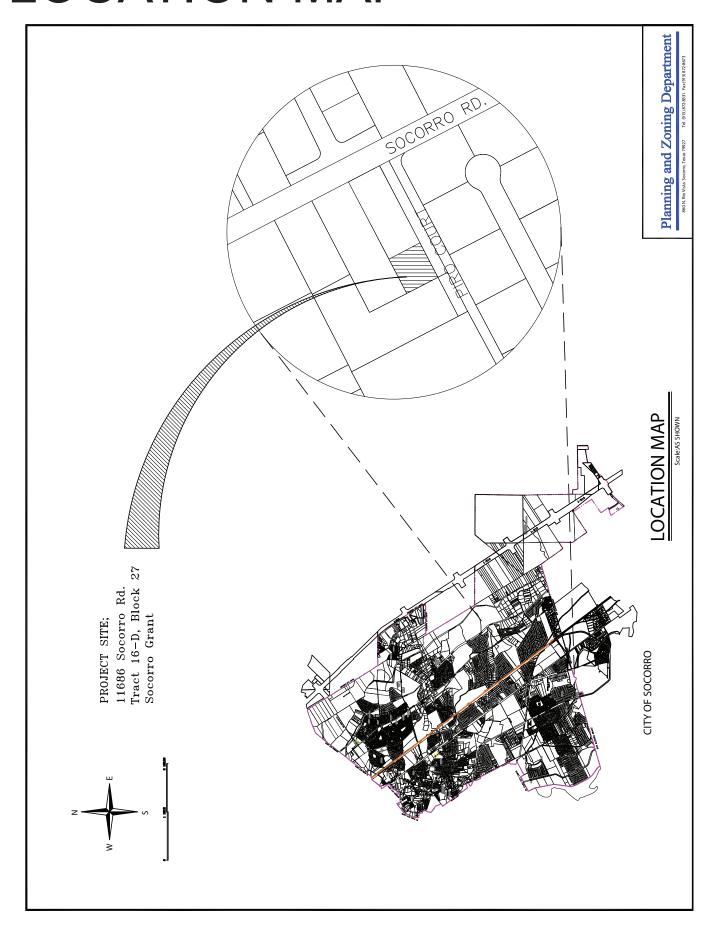
Rudy Cruz, Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

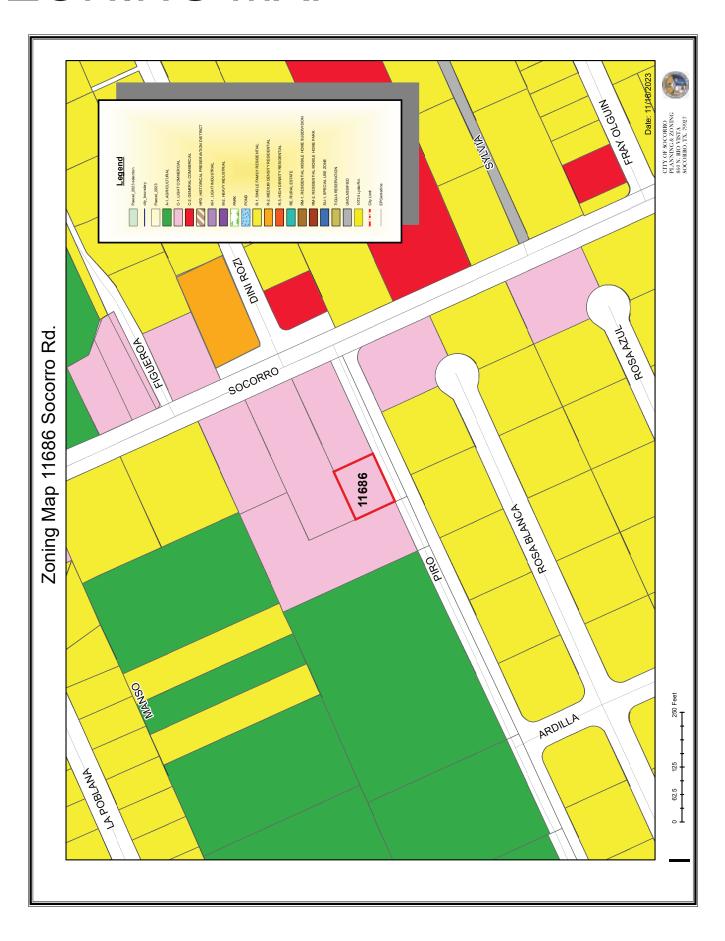
Adriana Rodarte
City Manager

ORDINANCE		
AN ORDINANCE APPROVING A REZONING 27, SOCORRO GRANT, LOCATED AT 11686 SC-1 (LIGHT COMMERCIAL) TO R-2 (MICALLOW FOR A DUPLEX.	SOCORRO ROAD, SOC	CORRO, TX FROM
NOW THEREFORE, BE IT ORDAINED OF SOCORRO:	BY THE CITY COUN	CIL OF THE CITY
That pursuant to Chapter 46 of the Codification the Zoning Ordinance of the City of Socorro, the Block 27, Socorro Grant, located at 11686 Scommercial) to R-2 (Medium Density Resident	nat the property being a pocorro Road, Socorro, T	ortion of Tract 16-D, TX From C-1 (Light
READ, APPROVED AND ADOPTED the	is day of	2024.
	CITY OF SOCC	PRRO, TEXAS
ATTEST:	Ivy Avalos, May	vor
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		
James A. Martinez		

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES



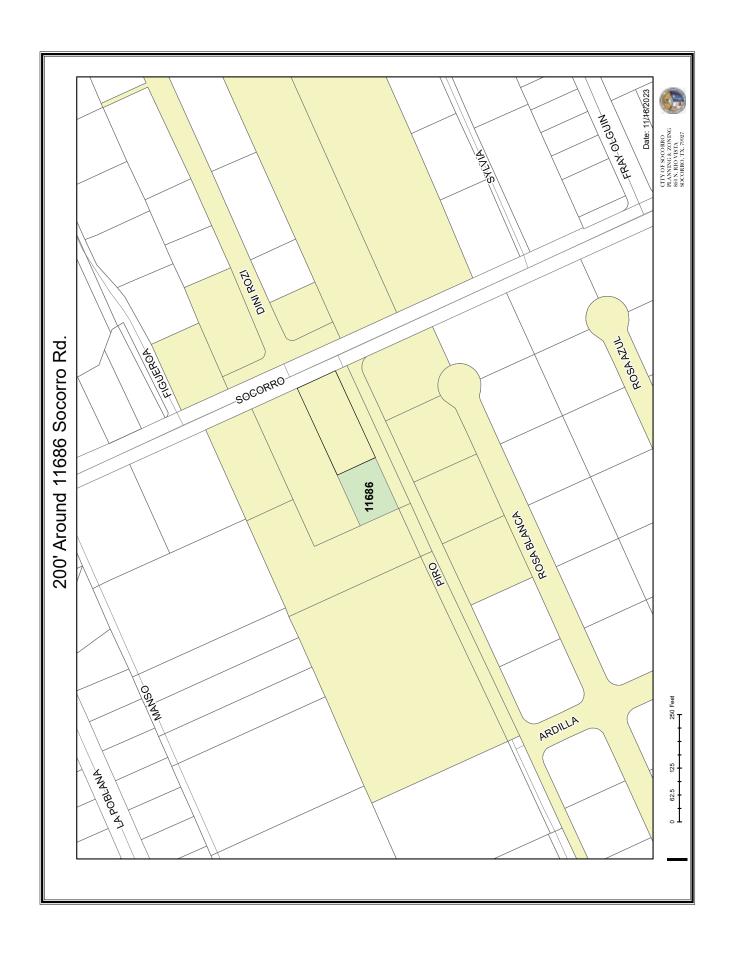
View of property from Piro Ct.



# **AERIAL PHOTO**



# **PUBLIC NOTICE**



### PUBLIC NOTICE LETTER

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



**Alejandro Garcia** District 2/ Mayor ProTem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

November 16, 2023.

Dear property owner,

A **PUBLIC HEARING** will be held on December 5, 2023, at 5:30 p.m. during the Planning and Zoning Commission meeting at the City of Socorro City Council Chambers, 860 N. Rio Vista Road, Socorro, Texas 79927. The purpose of the Public Hearing is to receive public comments on the following:

a) Public hearing request for the proposed amendment to the City of Socorro's Master Plan and rezoning of a portion out of Tract 16D, Block 27, Socorro Grant, located at 11686 Socorro Rd., Socorro, TX from C-1 (Light Commercial) to R-2 (Medium Density Residential) to allow for a duplex.

You have been notified because you own a property located within the 200-foot radius mandated by Municode Chapter 46-53 (c).

Although you are not obliged to attend, interested parties are advised to attend the hearing to voice their concerns and/or comments. If you are unable to attend the hearing, your written comments will be considered. Written comments must be delivered to the City of Socorro Planning and Zoning Department during regular working hours, on or before the day of the hearing.

The public can also access the meeting by calling 844-854-2222 and use access code 579797 by 5:00 p.m. mountain standard time (MST) on December 5, 2023, to join the meeting and to sign up to speak on the public hearing, the speaker will be called upon by the presiding officer during the public hearing.

<u>Please contact our office the day of the scheduled meeting to confirm that the meeting</u> will be held.

Respectfully,

Judith Rodriguez
Judith Rodriguez
Planning & Zoning Commission Secretary

### PUBLIC NOTICE LETTER

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



16 de noviembre, 2023

Alejandro Garcia
District 2 /Mayor Pro Tem

Rudy Cruz, Jr.

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

Estimado dueño(a) de propiedad,

Se le notifica que habrá una **AUDIENCIA PUBLICA** durante la junta de la Comisión de Planeación y Zonificación el 5 de diciembre, del año 2023 a las 5:30 p.m. en las Cámaras del Concejo Municipal de la Ciudad de Socorro, Texas 79927. El propósito de la audiencia pública es recibir comentarios públicos sobre lo siguiente:

 a) Solicitud de audiencia pública para la enmienda propuesta al Plan Maestro de la Ciudad de Socorro y la rezonificación de una parte del Traque 16D, Bloque 27, Socorro Grant, ubicado en 11686 Socorro Rd., Socorro, TX de C-1 (Comercial Ligero) a R-2 (Residencial de Densidad Media) para permitir un dúplex.

Usted ha sido notificado porque es dueño(a) de una propiedad ubicada dentro del radio de 200 pies de la propiedad en cuestión, dispuesto por el Capítulo 46-53 (c) del Código Municipal.

Usted no está obligado(a) a asistir, pero si tiene algún comentario u opinión se le recomienda asistir a la audiencia. Si no puede asistir a la audiencia, se tendrán en cuenta sus observaciones por escrito. Los comentarios escritos deben ser entregados al Departamento de Planeación y Uso de Suelo durante las horas de trabajo regulares, antes o en el día de la audiencia.

El público también puede accesar a la reunión llamando al 844-854-2222 y usar el código de acceso 579797 antes de las 5:00 p.m. del 5 de diciembre del año 2023 para unirse a la reunión e inscribirse para hablar durante la audiencia pública. El oficial que conducirá la reunión llamará la persona para comentar en su artículo.

Por favor póngase en contacto con nuestra oficina el día de la junta para confirmar que la junta se llevará a cabo.

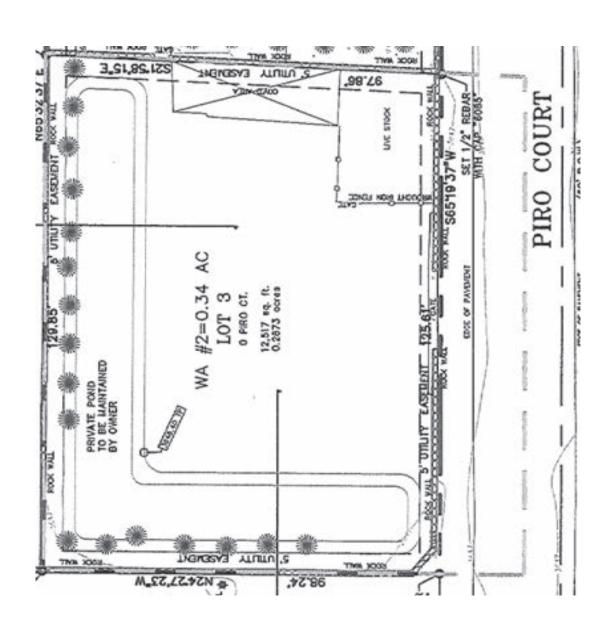
Atentamente,

Judith Rodriguez

Secretaria de la Comisión de Planeación y Zonificación.

860 N. Rio Vista Rd., Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915)872-8724 www.costx.us

# SITE PLAN





### CITY OF SOCORRO CITY COUNCIL

**MEETING DATE: JANUARY 25, 2024** 

# PRELIMINARY AND FINAL PLAT STAFF REPORT

#### SUBJECT:

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR FIGUEROA SUBDIVISION BEING A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT, SOCORRO, TX WITH A WAIVER FOR THE REQUIREMENT OF A SOILS REPORT.

NAME: FIGUEROA SUBIDIVISION

**PROPERTY ADDRESS:** 11686 SOCORRO RD.

**PROPERTY LEGAL** 

**DESCRIPTION:** A PORTION OF TRACT 16-D, BLOCK 27, SOCORRO GRANT

**PROPERTY OWNER:** ELIBORIO FIGUEROA

**PROPERTY AREA:** 0.788 ACRES

**CURRENT ZONING:** C-1 (Light Commercial)

CURRENT LAND USE: RESIDENTIAL

FUTURE LAND USE MAP: HIGH DENSITY RESIDENTIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0300-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a Preliminary and Final Plat for Figueroa

Subdivision.

The applicant also requested a waiver from the drainage report,

soils analysis, and sidewalks requirement.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Preliminary and Final Plat

P & Z RECOMMENDATION: Commission voted for APPROVAL of the Preliminary and Final Plat

with a waiver for the requirement of a soils report on

December 19, 2023.

Ivy Avalos Mayor

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1

James A. Martinez Socorro City Attorney



Alejandro Garcia
District 2

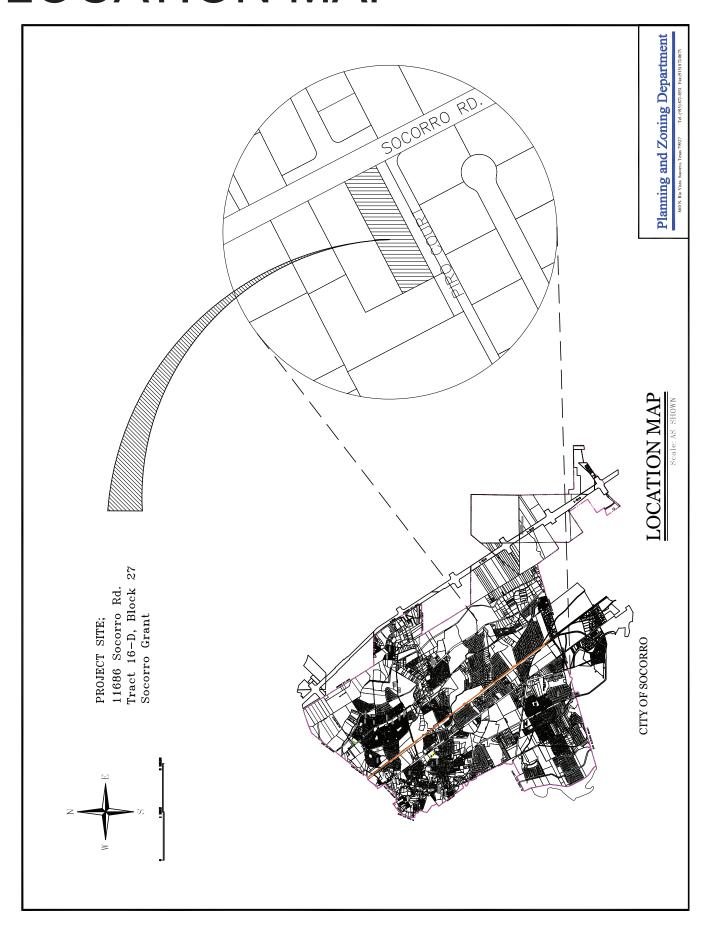
Rudy Cruz, Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

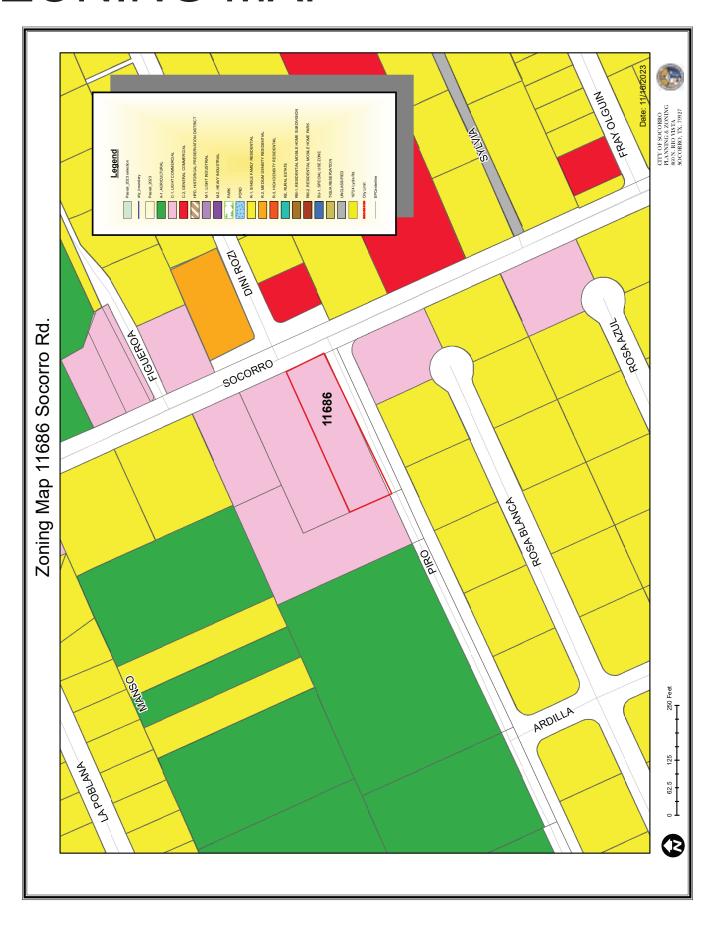
Adriana Rodarte
City Manager

ORDINANCE		
AN ORDINANCE APPROVING PRELIMINARY A SUBDIVISION BEING A PORTION OF TRACT 16 SOCORRO, TEXAS WITH A WAIVER FOR THE REPORT.	-D, BLOCK 27, SOCO	RRO GRANT,
NOW THEREFORE, BE IT ORDAINED BY OF SOCORRO:	THE CITY COUNCIL	OF THE CITY
That the Figueroa Subdivision being a portion of Tract granted Preliminary and Final Plat approval as per th Socorro, Texas with a waiver for the requirement of a so	e Subdivision Ordinance	
READ, APPROVED AND ADOPTED this	day of	2024.
	CITY OF SOCORRO	O, TEXAS
ATTEST:	Ivy Avalos, Mayor	
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES



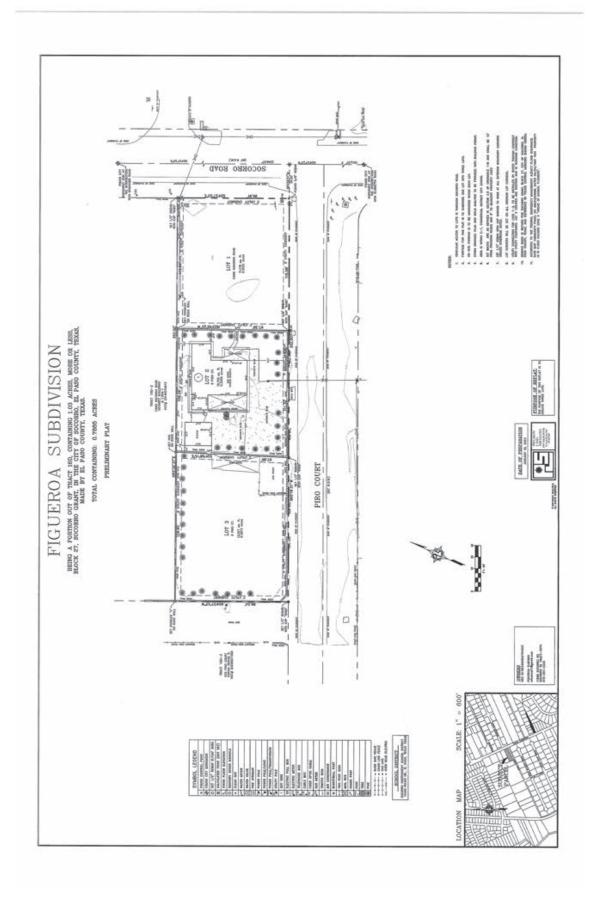
View of property from Piro Ct.



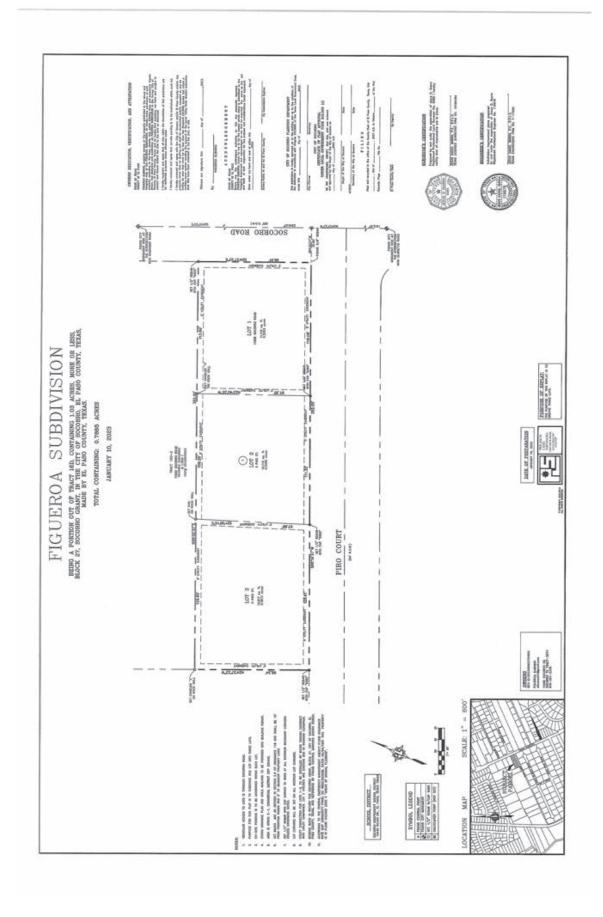
# **AERIAL PHOTO**



# PRELIMINARY PLAT



### FINAL PLAT





### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

REZONING REQUEST

STAFF REPORT

#### **SUBJECT:**

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 1, BLOCK 1, VINEDO ACRES REPLAT "I", LOCATED AT 342 F.E. JACKSON RD., SOCORRO, TX, FROM RM-1 (RESIDENTIAL MOBILE HOME DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL) TO ALLOW FOR A SINGLE-FAMILY HOME.

NAME: 342 F.E. JACKSON RD. REZONING

**PROPERTY ADDRESS:** 342 F.E. JACKSON RD.

PROPERTY LEGAL

**DESCRIPTION:** LOT 1, BLOCK 1, VINEDO ACRES REPLAT "I"

**PROPERTY OWNER:** JUANA M. BETANCOURT

**REPRESENTATIVE:** LEONARD HERRERA

**PROPERTY AREA:** 0.586 ACRES

**CURRENT ZONING:** RM-1 (MOBILE HOME SUBDIVISION DISTRICT)

CURRENT LAND USE: RESIDENTIAL

FUTURE LAND USE: SINGLE FAMILY RESIDENTIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0250-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a rezoning of a property from RM-1 to

R-1 to allow for a single-family home.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request.

**P&Z RECOMMENDATION:** Commission voted for **APPROVAL** of the rezoning request on

December 5, 2023

Ivy Avalos Mayor

Ruben Reves Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2

Rudy Cruz, Jr. District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

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NG A	REZ	ONIN	IG OF	LOT	1, BL	OCK 1	, VIN	EDO A	<b>AC</b>
342	F.E.	JAC	KSON	RD.,	SOCO	ORRO,	TX,	FROM	I R

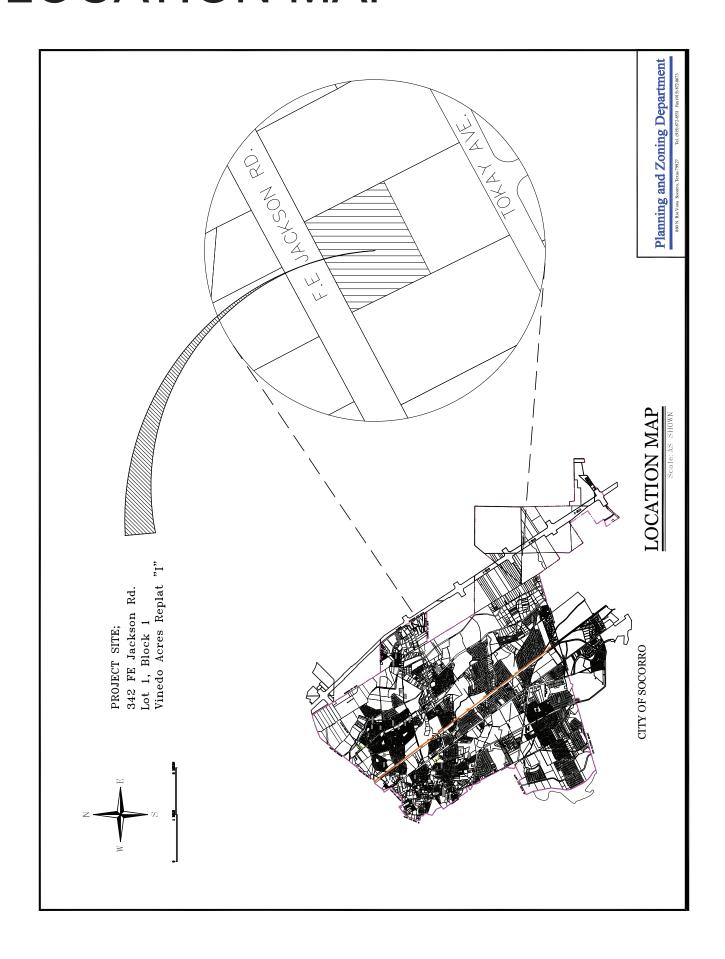
AN ORDINANCE APPROVIN RES REPLAT "I", LOCATED AT **RM-1** (RESIDENTIAL MOBILE HOME DISTRICT) TO (SINGLE **FAMILY R-1** RESIDENTIAL) TO ALLOW FOR A SINGLE-FAMILY HOME.

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 1, Block 1, Vinedo Acres Replat "I", located at 342 F.E. Jackson Rd., Socorro, Texas, From RM-1 (Residential Mobile Home District) To R-1 (Single Family Residential) to allow for a single-family home.

<b>READ, APPROVED AND ADOPTED</b> this	day of	2024.
	CITY OF SOCO	RRO, TEXAS
ATTEST:	Ivy Avalos, Mayo	or
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		
James A. Martinez Socorro City Attorney		

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES



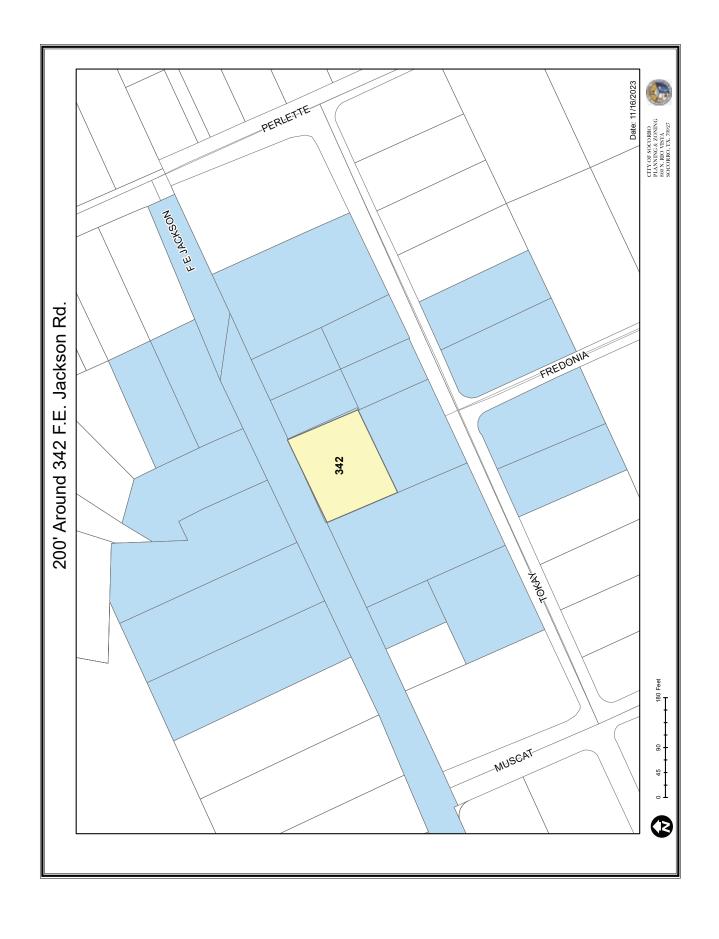
View of property from F.E. Jackson Rd.



# **AERIAL PHOTO**



# **PUBLIC NOTICE**



## PUBLIC NOTICE LETTERS

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2/ Mayor ProTem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

November 16, 2023.

Dear property owner,

A **PUBLIC HEARING** will be held on December 5, 2023, at 5:30 p.m. during the Planning and Zoning Commission meeting at the City of Socorro City Council Chambers, 860 N. Rio Vista Road, Socorro, Texas 79927. The purpose of the Public Hearing is to receive public comments on the following:

a) Public hearing request for the proposed amendment to the City of Socorro's Master Plan and rezoning of Lot 1, Block 1, Vinedo Acres Replat "I", located at 342 F. E. Jackson Rd., Socorro, TX from RM-1 (Residential Mobile Home Subdivision) to R-1 (Single Family Residential) to allow for a single-family home.

You have been notified because you own a property located within the 200-foot radius mandated by Municode Chapter 46-53 (c).

Although you are not obliged to attend, interested parties are advised to attend the hearing to voice their concerns and/or comments. If you are unable to attend the hearing, your written comments will be considered. Written comments must be delivered to the City of Socorro Planning and Zoning Department during regular working hours, on or before the day of the hearing.

The public can also access the meeting by calling 844-854-2222 and use access code 579797 by 5:00 p.m. mountain standard time (MST) on December 5, 2023, to join the meeting and to sign up to speak on the public hearing, the speaker will be called upon by the presiding officer during the public hearing.

<u>Please contact our office the day of the scheduled meeting to confirm that the meeting</u> will be held.

Respectfully,

Judith Rodriguez

Judith Rodriguez

Planning & Zoning Commission Secretary

### PUBLIC NOTICE LETTERS

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



16 de noviembre, 2023

Alejandro Garcia District 2 /Mayor Pro Tem

Rudy Cruz, Jr.

Yvonne Colon-Villalobos

Adriana Rodarte
City Manager

Estimado dueño(a) de propiedad,

Se le notifica que habrá una **AUDIENCIA PUBLICA** durante la junta de la Comisión de Planeación y Zonificación el 5 de diciembre, del año 2023 a las 5:30 p.m. en las Cámaras del Concejo Municipal de la Ciudad de Socorro, Texas 79927. El propósito de la audiencia pública es recibir comentarios públicos sobre lo siguiente:

a) Solicitud de audiencia pública para la enmienda propuesta al Plan Maestro de la Ciudad de Socorro y la rezonificación del Lote 1, Bloque 1, Vinedo Acres Replano "I", ubicado en 342 F. E. Jackson Rd., Socorro, TX de RM-1 (Subdivisión de Casas Móviles Residenciales) a R-1 (Residencial Unifamiliar) para permitir una casa unifamiliar.

Usted ha sido notificado porque es dueño(a) de una propiedad ubicada dentro del radio de 200 pies de la propiedad en cuestión, dispuesto por el Capítulo 46-53 (c) del Código Municipal.

Usted no está obligado(a) a asistir, pero si tiene algún comentario u opinión se le recomienda asistir a la audiencia. Si no puede asistir a la audiencia, se tendrán en cuenta sus observaciones por escrito. Los comentarios escritos deben ser entregados al Departamento de Planeación y Uso de Suelo durante las horas de trabajo regulares, antes o en el día de la audiencia.

El público también puede accesar a la reunión llamando al 844-854-2222 y usar el código de acceso 579797 antes de las 5:00 p.m. del 5 de diciembre del año 2023 para unirse a la reunión e inscribirse para hablar durante la audiencia pública. El oficial que conducirá la reunión llamará la persona para comentar en su artículo.

Por favor póngase en contacto con nuestra oficina el día de la junta para confirmar que la junta se llevará a cabo.

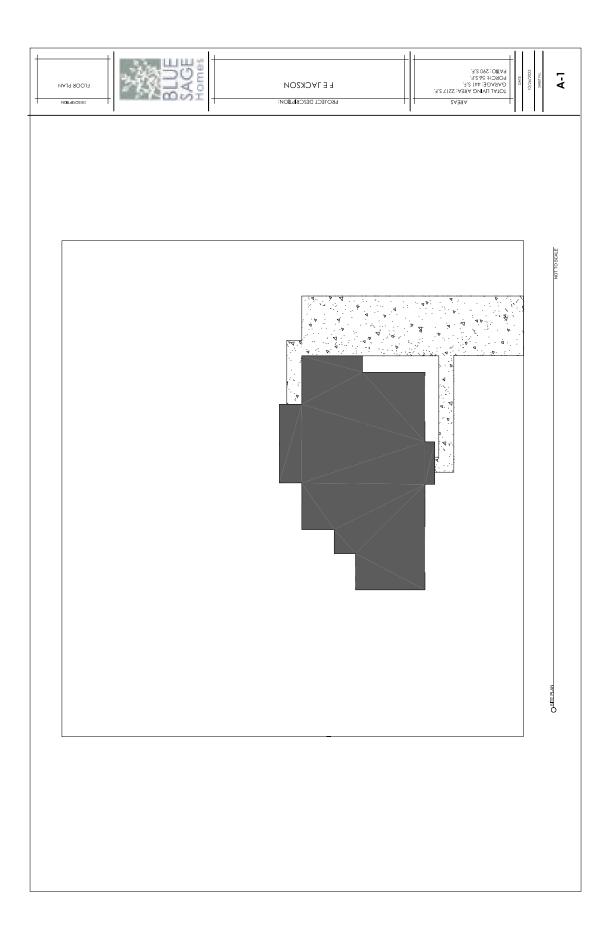
Atentamente,

Judith Rodriguez

Secretaria de la Comisión de Planeación y Zonificación

860 N. Rio Vista Rd., Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915)872-8724 www.costx.us

# SITE PLAN





### CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

**REZONING REQUEST** 

#### STAFF REPORT

#### SUBJECT:

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 19, BLOCK 1, DELIP SUBDIVISION, LOCATED AT 634 BURMA PLACE, SOCORRO, TX FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR A DUPLEX.

NAME: 634 BURMA REZONING

**PROPERTY ADDRESS:** 634 BURMA PL.

PROPERTY LEGAL

**DESCRIPTION:** LOT 19, BLOCK 1, DELIP SUBDIVISION

**PROPERTY OWNER:** MIDNIGHT PLUS, L.L.C.

**REPRESENTATIVE:** CELIA A. VILLASENOR

**PROPERTY AREA:** 9,310 S.F.

CURRENT ZONING: R-1 (SINGLE FAMILY RESIDENTIAL)

CURRENT LAND USE: RESIDENTIAL

FUTURE LAND USE: SINGLE FAMILY RESIDENTIAL

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0250/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a rezoning of a property from R-1 to

R-2 to allow for a duplex.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning.

**P&Z RECOMMENDATION:** Commission voted to **DENY** the rezoning request on

December 5, 2023

Ivy Avalos Mayor

Ruben Reyes
Representative
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

AN	ORD	INAN	CE A	PPROV	VING A	REZO	NING	OF	LOT	19,	BLOCK	1,	DEL	ΙP
SUB	DIVI	SION	LOCA	ATED	AT 634	BURM	A PL.	, so	CORR	О, Т	EXAS,	FRO	M F	₹-1
(SIN	GLE	<b>FAMI</b>	LY RI	ESIDE	NTIAL)	TO R-2	(MED)	IUM	DENS	ITY I	RESIDE	NTL	AL) T	ГС
ALI	OW 1	FOR A	DUPI	LEX.										

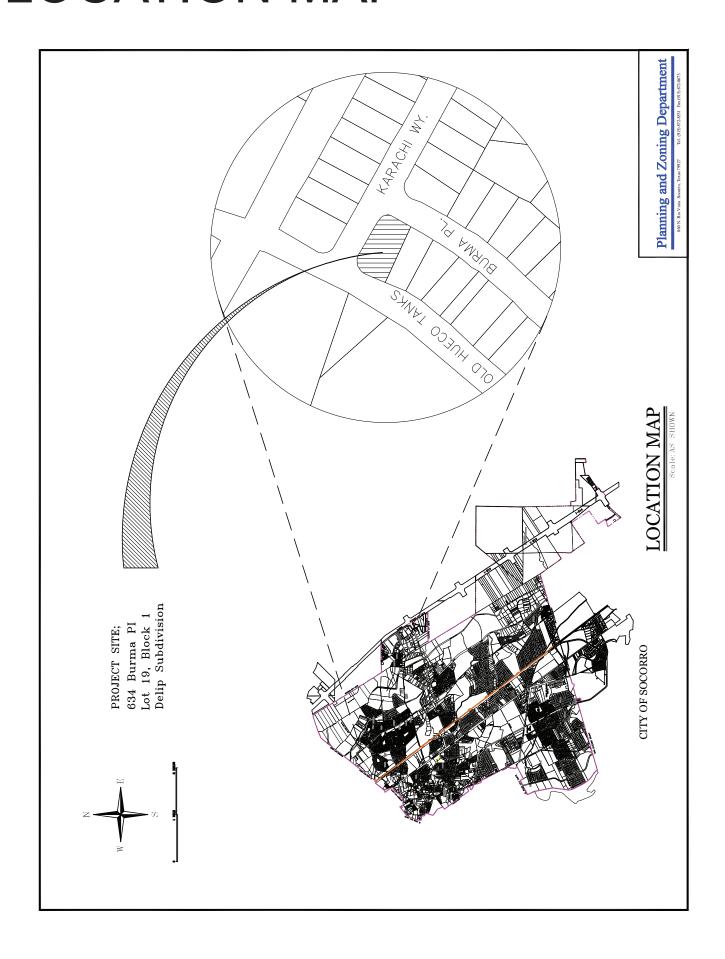
ORDINANCE

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

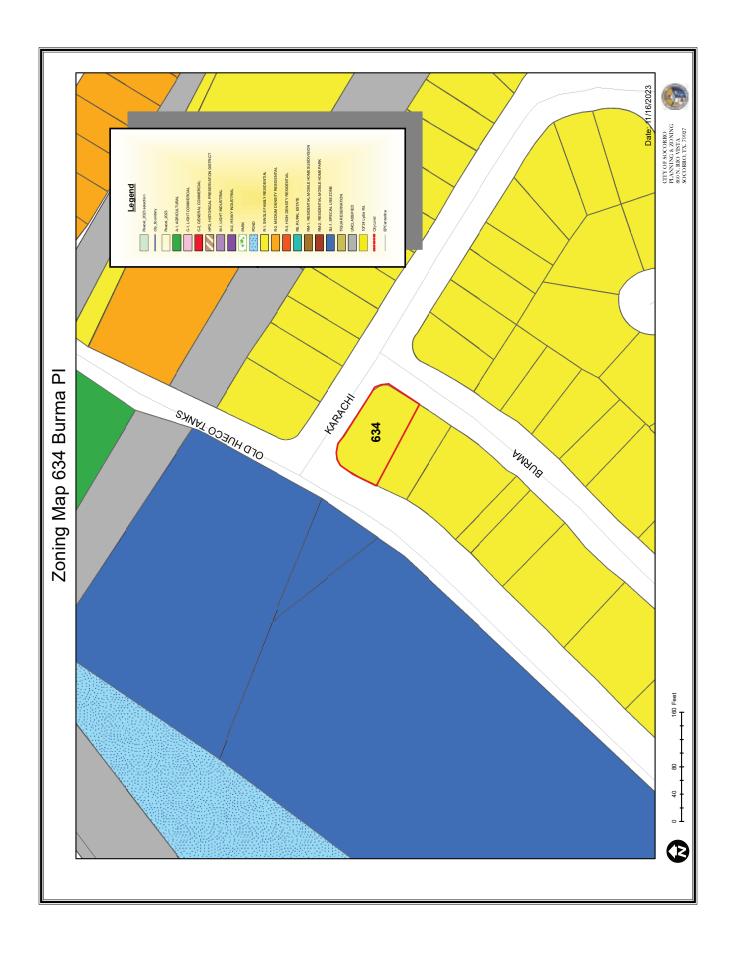
That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, that the property being Lot 19, Block 1, Delip Subdivision, located at 634 Burma Pl., Socorro, Texas, From R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for a duplex.

<b>READ, APPROVED AND ADOPTED</b> this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	
James A. Martinez Socorro City Attorney	

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES

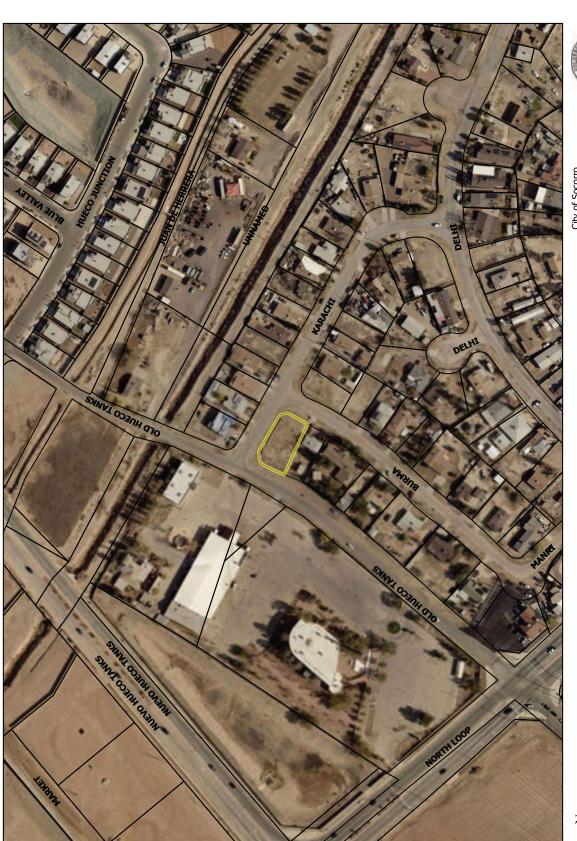
View of property from Burma Pl.



View of property from Karachi Way.



# **AERIAL PHOTO**



City of Socorro Planning & Zoning Department 860 N. Rio Vista Rd. Socorro, TX 79927

Date prepared: 12/1/2023



# **PUBLIC NOTICE**

- One person expressed verbal opposition at the Planning and Zoning Office.



### PUBLIC NOTICE LETTERS

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2/ Mayor ProTem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte City Manager

November 16, 2023.

Dear property owner,

A **PUBLIC HEARING** will be held on December 5, 2023, at 5:30 p.m. during the Planning and Zoning Commission meeting at the City of Socorro City Council Chambers, 860 N. Rio Vista Road, Socorro, Texas 79927. The purpose of the Public Hearing is to receive public comments on the following:

a) Public hearing request for the proposed amendment to the City of Socorro's
 Master Plan and rezoning of Lot 19, Block 1, Delip Subdivision, located at 634
 Burma Pl., Socorro, TX from R-1 (Single Family Residential) to R-2 (Medium
 Density Residential) to allow for a duplex.

You have been notified because you own a property located within the 200-foot radius mandated by Municode Chapter 46-53 (c).

Although you are not obliged to attend, interested parties are advised to attend the hearing to voice their concerns and/or comments. If you are unable to attend the hearing, your written comments will be considered. Written comments must be delivered to the City of Socorro Planning and Zoning Department during regular working hours, on or before the day of the hearing.

The public can also access the meeting by calling 844-854-2222 and use access code 579797 by 5:00 p.m. mountain standard time (MST) on December 5, 2023, to join the meeting and to sign up to speak on the public hearing, the speaker will be called upon by the presiding officer during the public hearing.

<u>Please contact our office the day of the scheduled meeting to confirm that the meeting will be held.</u>

Respectfully,

Judith Rodriguez
Judith Rodriguez
Planning & Zoning Commission Secretary

### PUBLIC NOTICE LETTERS

Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2 /Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

Estimado dueño(a) de propiedad,

Se le notifica que habrá una **AUDIENCIA PUBLICA** durante la junta de la Comisión de Planeación y Zonificación el 5 de diciembre, del año 2023 a las 5:30 p.m. en las Cámaras del Concejo Municipal de la Ciudad de Socorro, Texas 79927. El propósito de la audiencia pública es recibir comentarios públicos sobre lo siguiente:

16 de noviembre, 2023

a) Solicitud de audiencia pública para la enmienda propuesta al Plan Maestro de la Ciudad de Socorro y la rezonificación del Lote 19, Bloque 1, Subdivisión Delip, ubicado en 634 Burma Pl., Socorro, TX de R-1 (Residencial Unifamiliar) a R-2 (Residencial de Densidad Media) para permitir un dúplex.

Usted ha sido notificado porque es dueño(a) de una propiedad ubicada dentro del radio de 200 pies de la propiedad en cuestión, dispuesto por el Capítulo 46-53 (c) del Código Municipal.

Usted no está obligado(a) a asistir, pero si tiene algún comentario u opinión se le recomienda asistir a la audiencia. Si no puede asistir a la audiencia, se tendrán en cuenta sus observaciones por escrito. Los comentarios escritos deben ser entregados al Departamento de Planeación y Uso de Suelo durante las horas de trabajo regulares, antes o en el día de la audiencia.

El público también puede accesar a la reunión llamando al 844-854-2222 y usar el código de acceso 579797 antes de las 5:00 p.m. del 5 de diciembre del año 2023 para unirse a la reunión e inscribirse para hablar durante la audiencia pública. El oficial que conducirá la reunión llamará la persona para comentar en su artículo.

Por favor póngase en contacto con nuestra oficina el día de la junta para confirmar que la junta se llevará a cabo.

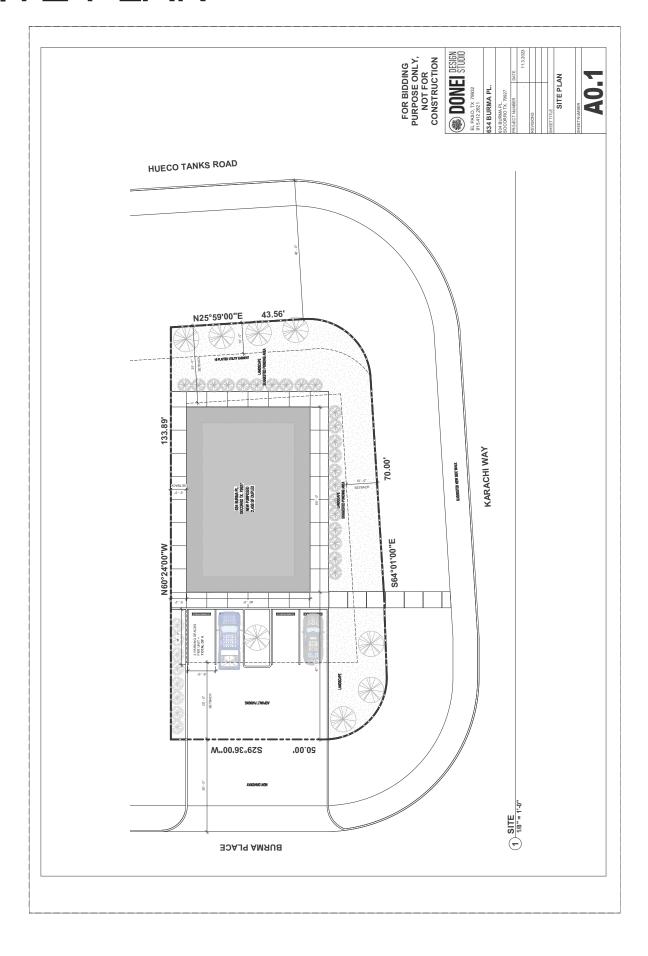
Atentamente.

Judith Rodriguez

Secretaria de la Comisión de Planeación y Zonificación

860 N. Rio Vista Rd., Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915)872-8724 www.costx.us

## SITE PLAN





# CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

**MASTER PLAN** 

#### STAFF REPORT

#### SUBJECT:

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE HORIZON ESTATES MASTER PLAN, BEING ALL OF TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TX. AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

NAME: HORIZON ESTATES MASTER PLAN

**PROPERTY ADDRESS:** 975 S. HORIZON BLVD.

PROPERTY LEGAL

**DESCRIPTION:** TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT

**PROPERTY OWNER:** ARH HORIZON ESTATES, LLC.

**REPRESENTATIVE:** JAVIER CARRERA | CARRERA GROUP INC.

**PROPERTY AREA:** 17.99 ACRES

**CURRENT ZONING:** R-2 (MEDIUM DENSITY RESIDENTIAL)

CURRENT LAND USE: VACANT

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0237-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Master Plan: Applicant is requesting the approval of a Master Plan.

A Master Plan is required when a development is proposing a zo-

ning change of property over five acres in size. (Sec.

38-7.3 - Master Plan -- Required. [2])

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Master Plan.

P & Z RECOMMENDATION: Commission voted for APPROVAL of the Master Plan on

December 19, 2023

Ivy Avalos Mayor

Ruben Reves Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2

Rudy Cruz, Jr. District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

<b>ORDINANCE</b>	
•	

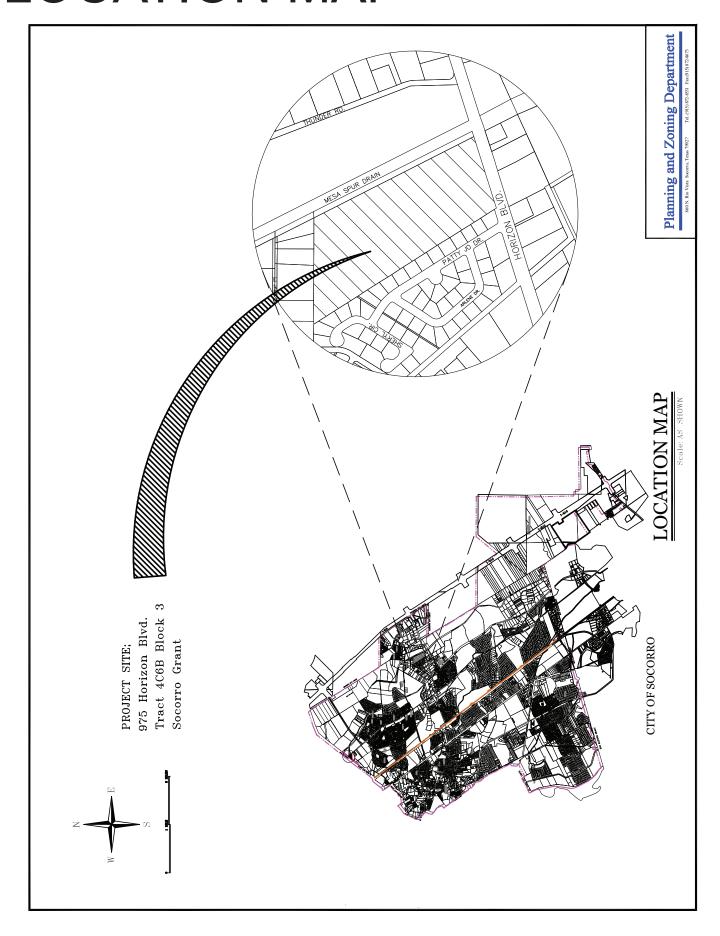
AN ORDINANCE APPROVING A MASTER PLAN FOR HORIZON ESTATES SUBDIVISION, BEING ALL OF TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS. AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

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

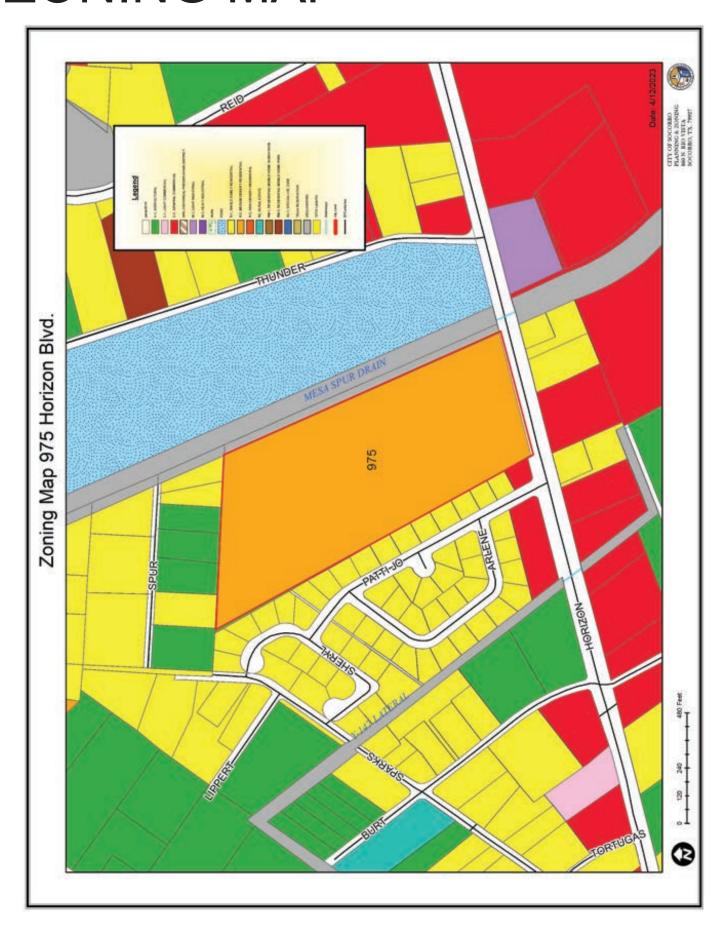
That pursuant to Chapter 38 of the Codification of Ordinances of the City of Socorro, Texas, the Subdivisions Ordinance of the City of Socorro, that the property being Tract 4-C-6-B, Block 3, Socorro Grant, Socorro, Texas is granted a Master Plan to allow for multi-family residential development.

<b>READ, APPROVED AND ADOPTED</b> this	day of	2024.
	CITY OF SOCO	RRO, TEXAS
ATTEST:	Ivy Avalos, Mayo	or
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		
James A. Martinez Socorro City Attorney		

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES



View of property from Horizon Blvd.



# **AERIAL PHOTO**





City of Socorro Planning & Zoning Department 860 N. Rio Vista Rd. Socorro, TX 79927

Date prepared: 12/15/2023





## VELOPMENT PLAN





PROPOSED ZONING: R-2

EXISTING ZONING: A-1

**TOTAL UNITS 288** 

## SOCORRO, TEXAS 975 HORIZON BLVD. DISTRICT OF HORIZON APARTMENTS



LAND AREA: 869, 900.42 19.9702 +/- Ac. 975 HORIZON BLVD.

LEGAL DESCRIPTION
BEING ALL OF TRACT 4C68,
SOCORRO GRANT
CITY OF SOCORRO,
EL PASO COUNTY, TX.

SUMMARY APARTMENTS
TOTAL APARTMENT
BUILDINGS
18

153

30,600 S.F. STORAGE AREA:

SUMMARY STORAGE UNITS 10X20

	o	380-28		60				*		92	1 2	3	
		280-28T				91	91		16	120	90		NITS (3%
		280-287			9					99	ş	200	n 6 = 9
		180-18T	92					8		88	25	939	LE UNITS
	<b>=</b> 5	8								91	5	170	CCESSIB
		UNITS	91	92	91	91	16	16	16	288	Ī		JICAP #
>		BLDG.	BLDG. L	BLDG. M	BLDG. N	BLDG. 0	BLDG. P	BLDG. Q	BLDG. R	TOTAL	I C L	. Se III	100% HANDICAP ACCESSIBLE UNITS = 9 UNITS (3%)
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5													વ્ય
₹					Ш						_	_	-40
MMA	o	380-281									ļ.		<b></b>
SUMMAF	82 C	Е		80	91			16	91		16		9
SUMMARY		BT 280-29T		80		92		91			91		
SUMMA		280-28T	91			92		91		91	16	<u>a</u>	

SUMMARY PARKING 1 BED = 1 X 1.5 PARKING 80 UNITS X 1.5 = 120 PARKING 2 BED = 1 X 2 PARKING176 UNITS X 2 = 352 PARKING EFECIENCY =  $1 \times 1 \text{ PARKING}$ 16 UNITS  $\times 1 = 16 \text{ PARKING}$ 3 BED = 1 X 2 PARKING 16 UNITS X 2 = 32 PARKING 520 PARKING REQUIRED 582 PARKING PROVIDED

BLDC. E 16 BLDC. C 16 BLDC. J 16 BLDC. J 16 BLDC. K 16





## CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

PRELIMINARY AND FINAL PLAT

STAFF REPORT

SUBJECT:

SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR HORIZON ESTATES SUBDIVISION BEING A PORTION OF TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TX.

NAME: HORIZON ESTATES SUBDIVISION

**PROPERTY ADDRESS:** 975 S. HORIZON BLVD.

**PROPERTY LEGAL** 

**DESCRIPTION:** TRACT 4-C-6-B, BLOCK 3, SOCORRO GRANT, SOCORRO, TX.

**PROPERTY OWNER:** ARH HORIZON ESTATES, LLC.

**REPRESENTATIVE:** JAVIER CARRERA | CARRERA GROUP INC.

**PROPERTY AREA:** 17.99 ACRES

**CURRENT ZONING:** R-2 (MEDIUM DENSITY RESIDENTIAL)

CURRENT LAND USE: VACANT

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0237-B/

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a Preliminary and Final Plat for Horizon

Estates Subdivision.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Preliminary and Final Plats.

P & Z RECOMMENDATION: Commission voted for APPROVAL of the Preliminary and Final

Plats on December 19, 2023

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1

James A. Martinez, Socorro City Attorney



Alejandro Garcia
District 2

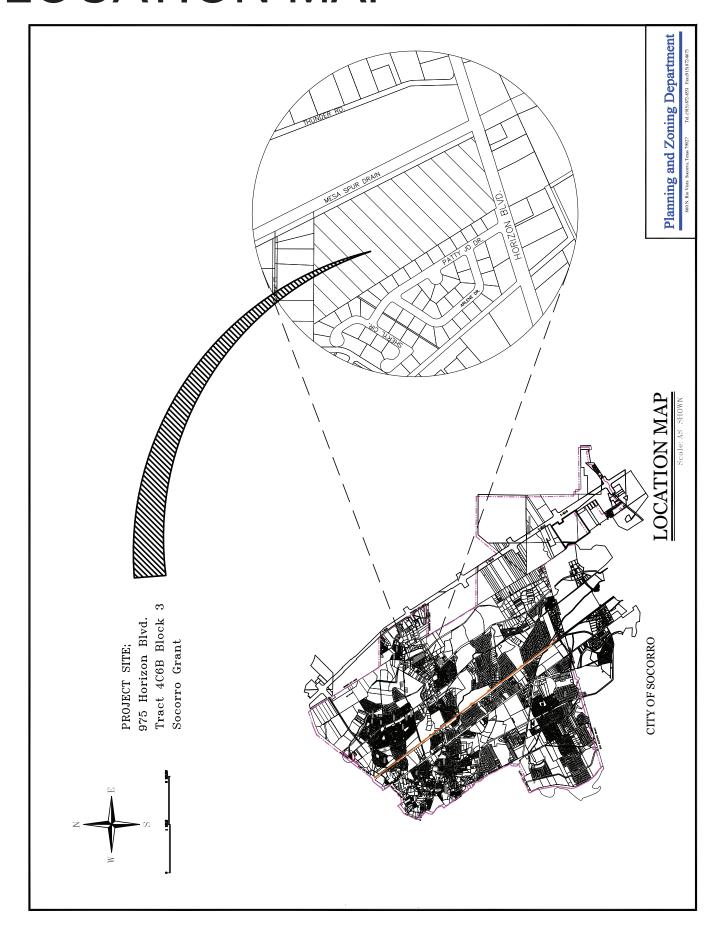
Rudy Cruz, Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

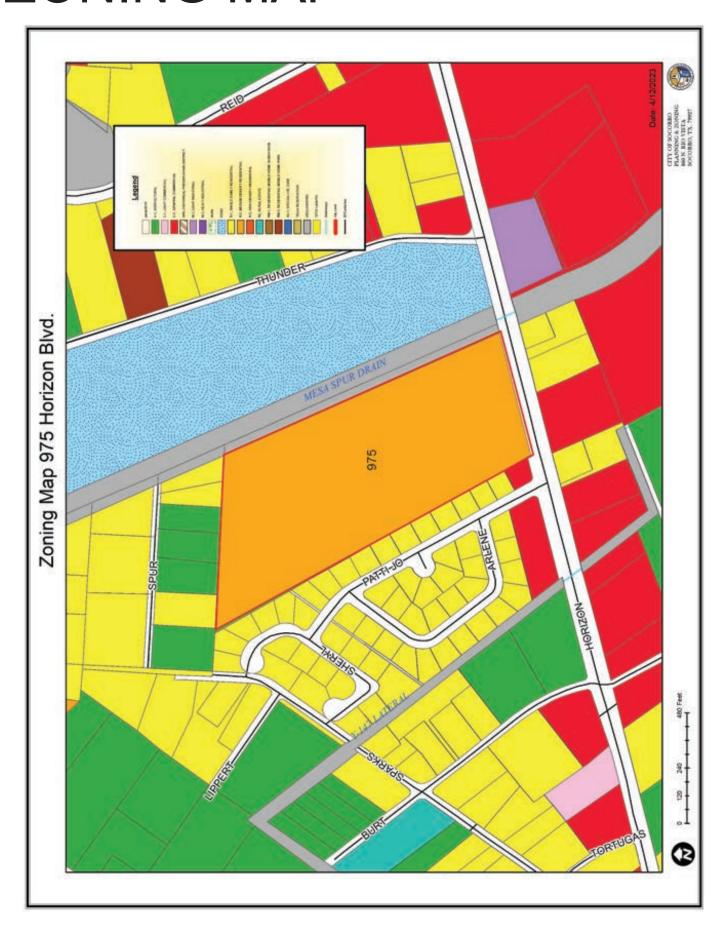
Adriana Rodarte
City Manager

ORDINANCE	
AN ORDINANCE APPROVING THE PRELIMINA HORIZON ESTATES SUBDIVISION BEING A PO 3, SOCORRO GRANT, SOCORRO, TEXAS.	
NOW THEREFORE, BE IT ORDAINED BY OF SOCORRO:	THE CITY COUNCIL OF THE CITY
That the Horizon Estates Subdivision, being Tract 4-C Texas has been granted a Preliminary and Final Plat app the City of Socorro, Texas.	
READ, APPROVED AND ADOPTED this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES



View of property from Horizon Blvd.



# **AERIAL PHOTO**





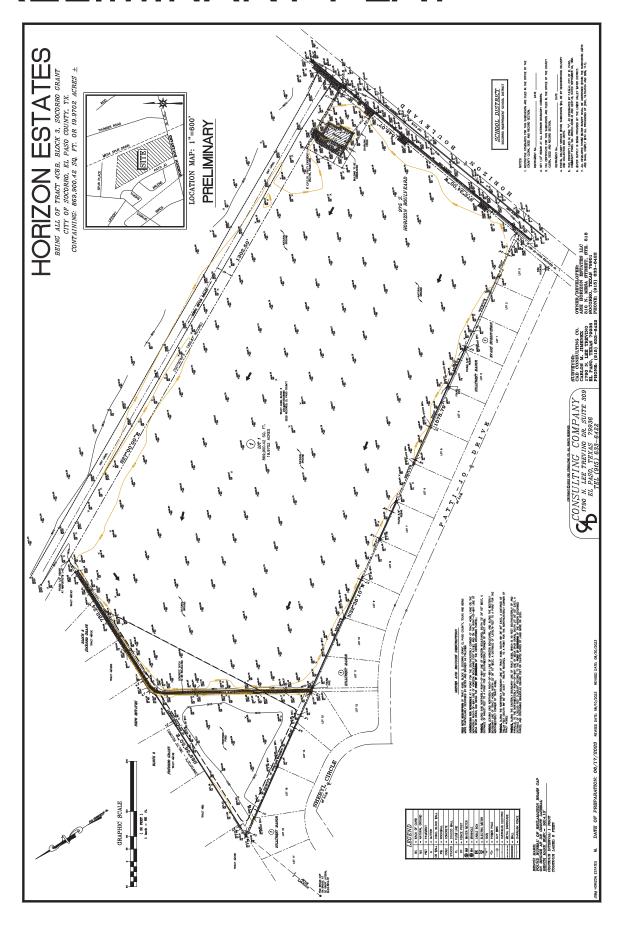
City of Socorro Planning & Zoning Department 860 N. Rio Vista Rd. Socorro, TX 79927

Date prepared: 12/15/2023

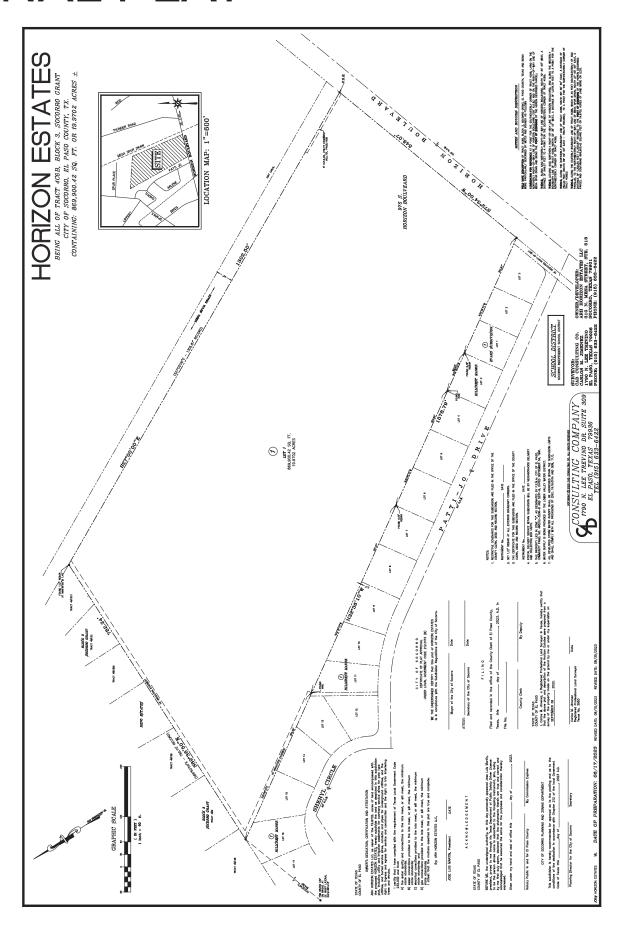




# PRELIMINARY PLAT



## FINAL PLAT





## CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

**REZONING REQUEST** 

STAFF REPORT

#### **SUBJECT:**

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE HORIZON PARK MASTER PLAN BEING ALL OF TRACTS 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, AND 9-A-2, BLOCK 3, SOCORRO GRANT, SOCORRO, TX., SOCORRO, TX. AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

NAME: HORIZON PARK MASTER PLAN

**PROPERTY ADDRESS:** HORIZON BLVD.

**PROPERTY LEGAL** 

**DESCRIPTION:** BEING ALL OF TRACTS 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-

E-1-A, AND 9-A-2, BLOCK 3, SOCORRO GRANT

PROPERTY OWNER: BOWLING BROTHERS DEVELOPMENT COMPANY, LLC./

FIESTA PALMS LTD.

**REPRESENTATIVE**: JORGE AZCARATE | CEA GROUP

**PROPERTY AREA:** 62.01 ACRES

**CURRENT ZONING:** C-2 & R-2

CURRENT LAND USE: VACANT

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0239-B

FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Master Plan: Applicant is requesting the approval of a Master Plan.

A Master Plan is required when a development is proposing a zo-

ning change of property over five acres in size. (Sec.

38-7.3 - Master Plan -- Required. [2])

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Master Plan.

P & Z RECOMMENDATION: Commission voted for APPROVAL of the Master Plan on

December 19, 2023.

Ruben Reves Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2

Rudy Cruz, Jr. District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

ORDINANCE	
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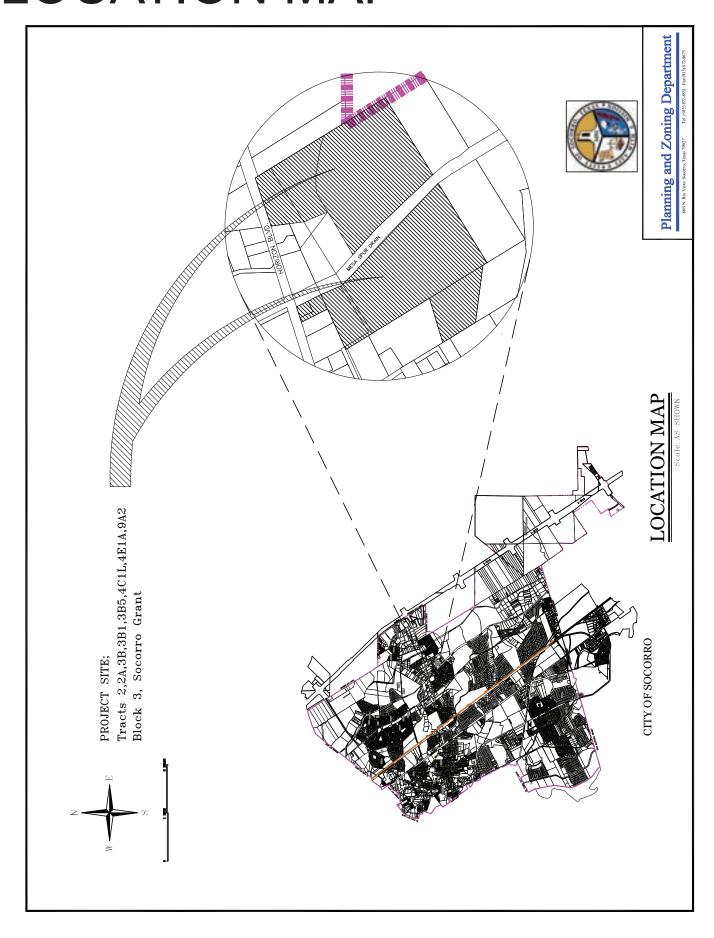
AN ORDINANCE APPROVING A MASTER PLAN FOR HORIZON PARK SUBDIVISION, BEING ALL OF TRACTS 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, AND 9-A-2, BLOCK 3, SOCORRO GRANT, SOCORRO, TX., SOCORRO, TEXAS. AS PER SECTION 38-7 OF THE CITY OF SOCORRO MUNICIPAL CODE.

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

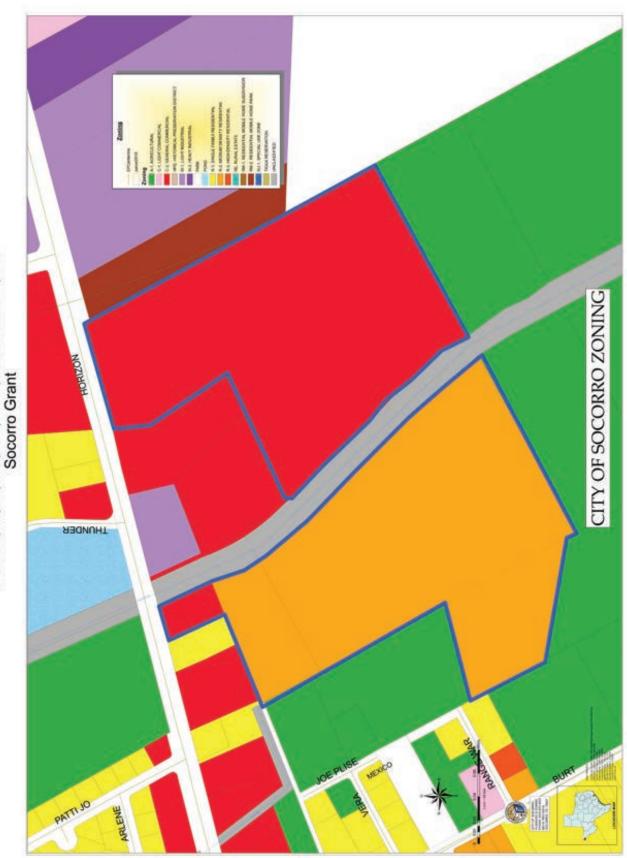
That pursuant to Chapter 38 of the Codification of Ordinances of the City of Socorro, Texas, the Subdivisions Ordinance of the City of Socorro, that the property being all of Tracts 2, 2-A, 3-B, 3-B-1, 3-B-5, 4-C-1-L, 4-E-1-A, and 9-A-2, Block 3, Socorro Grant, Socorro, Texas is granted a Master Plan to allow for the single-family homes, apartments, and commercial development.

<b>READ, APPROVED AND ADOPTED</b> this	day of	2024.
	CITY OF SOCO	RRO, TEXAS
ATTEST:	Ivy Avalos, May	or
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		
James A. Martinez Socorro City Attorney		

# **LOCATION MAP**



# **ZONING MAP**



Tracts 2,2A,3B,3B1,3B5,4C1L,4E1A and 9A2, B-3

# SITE PICTURES

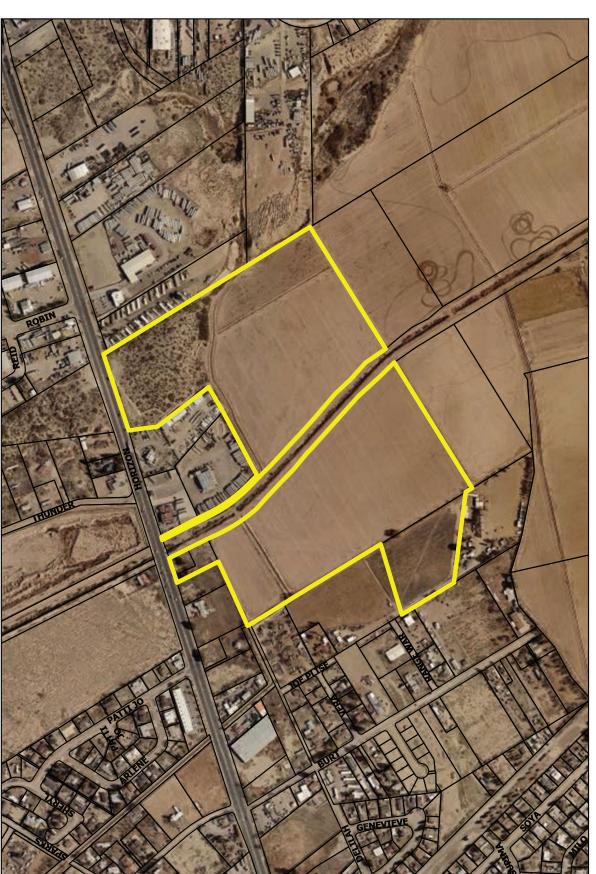
View of property from Horizon Blvd.



View of property from Range War Ct.



# **AERIAL PHOTO**





City of Socorro Planning & Zoning Department 860 N. Rio Vista Rd. Socorro, TX 79927

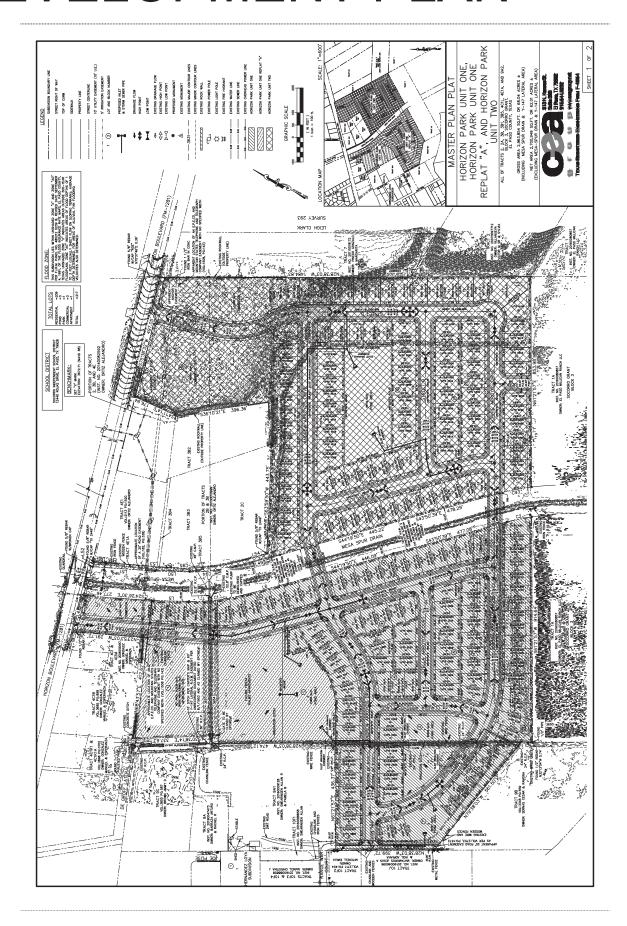
socorro, TX 79927

Date prepared: 12/15/2023

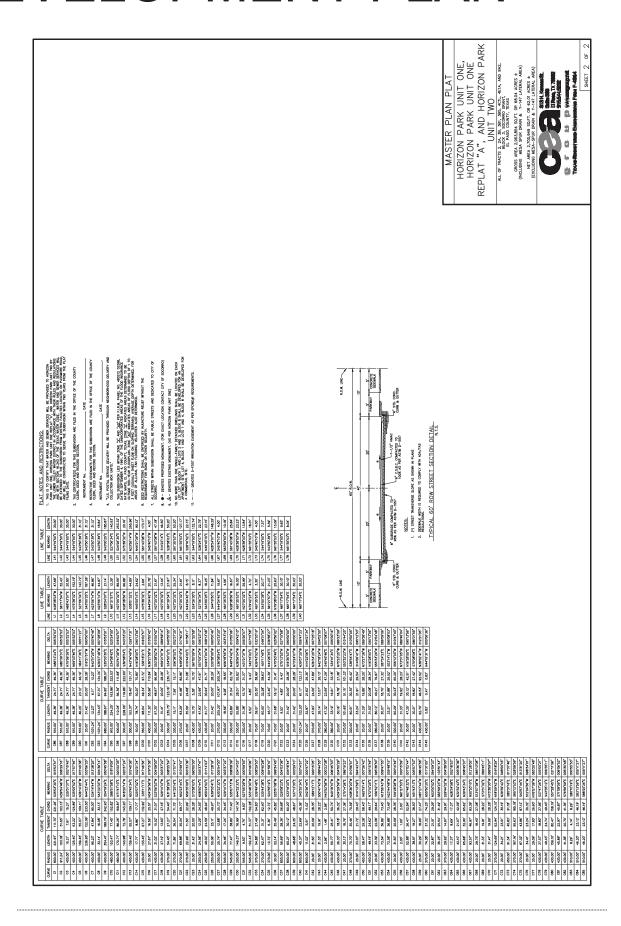




# DEVELOPMENT PLAN



# DEVELOPMENT PLAN





## CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JANUARY 25, 2024** 

**FINAL PLAT** 

## STAFF REPORT

#### SUBJECT:

PUBLIC HEARING AND SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING THE FINAL PLAT FOR HORIZON PARK UNIT ONE SUBDIVISION BEING ALL OF TRACTS 2-A, 3-B-1, 4-C-1-L, AND 9-A-2, BLOCK 3, SOCORRO GRANT, SOCORRO, TEXAS.

NAME: HORIZON PARK UNIT ONE

**PROPERTY ADDRESS:** HORIZON BLVD.

**PROPERTY LEGAL** 

**DESCRIPTION:** BEING ALL OF TRACTS 2-A, 3-B-1, 4-C-1-L, AND 9-A-2,

BLOCK 3, SOCORRO GRANT, SOCORRO, TX.

**PROPERTY OWNER:** BOWLING BROTHERS DEVELOPMENT COMPANY, LLC.,

FIESTA PALMS LTD.

**REPRESENTATIVE**: JORGE AZCARATE | CEA GROUP

**PROPERTY AREA:** 31.70 ACRES

CURRENT ZONING: R-2 (MEDIUM DENSITY RESIDENTIAL) & C-2 (GENERAL

COMMERCIAL)

CURRENT LAND USE: VACANT

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced

property lies within Zone X; (Community Panel # 480212 0236-

B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of the Final Plat for Horizon Park Unit

One.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Final Plat.

P & Z RECOMMENDATION: Commission voted for APPROVAL of the Final Plat on

December 19, 2023.

Ruben Reyes Representative At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

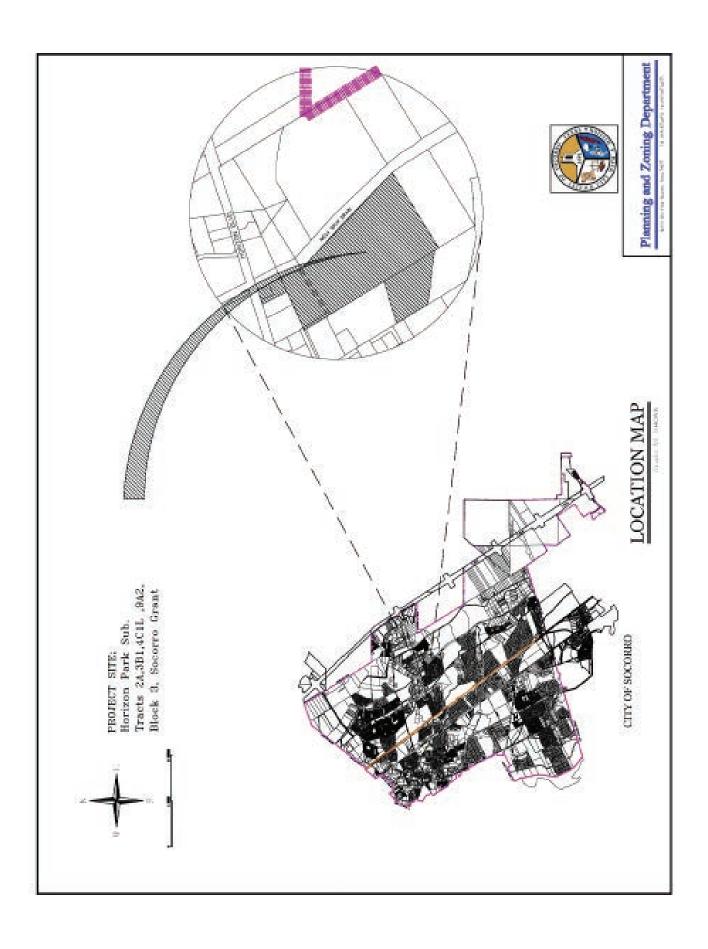
Rudy Cruz, Jr.
District 3/ Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

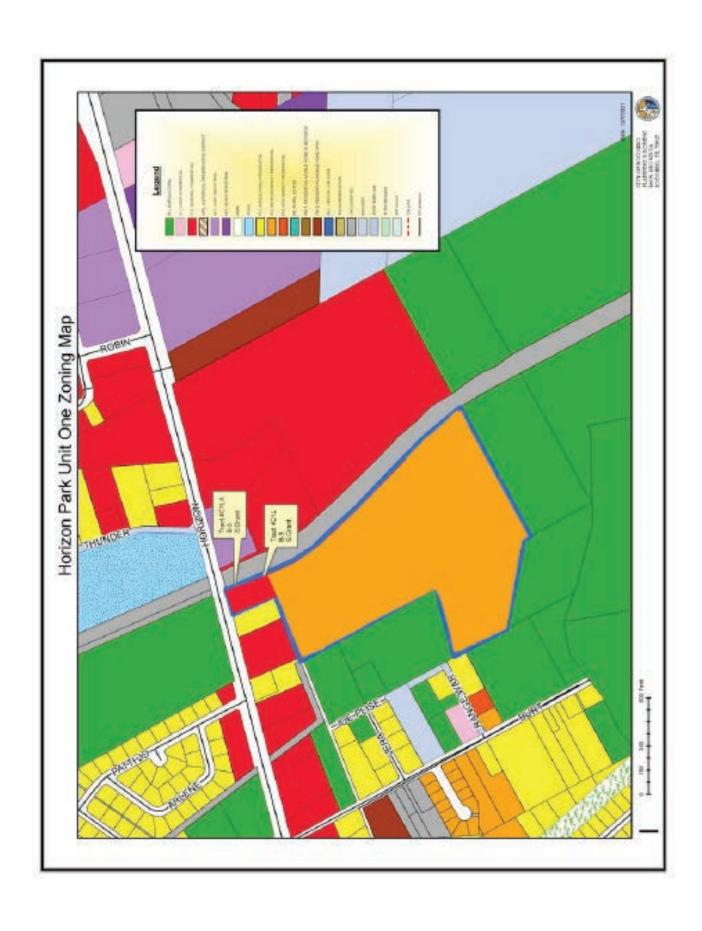
Adriana Rodarte
City Manager

ORDINANCE_		
AN ORDINANCE APPROVING FINAL PLAT FO SUBDIVISION BEING ALL OF TRACTS 2-A, 3-3 SOCORRO GRANT, SOCORRO, TX.		
NOW THEREFORE, BE IT ORDAINED B OF SOCORRO:	Y THE CITY COUN	CIL OF THE CITY
That the Horizon Park Unit One Subdivision Being al Block 3, Socorro Grant has been granted Final Plat ap the City of Socorro, Texas		
READ, APPROVED AND ADOPTED this	day of	2024.
	CITY OF SOCO	ORRO, TEXAS
ATTEST:	Ivy Avalos, May	/or
Olivia Navarro, City Clerk		
APPROVED AS TO FORM:		
James A. Martinez Socorro City Attorney		

# **LOCATION MAP**



# **ZONING MAP**



# SITE PICTURES

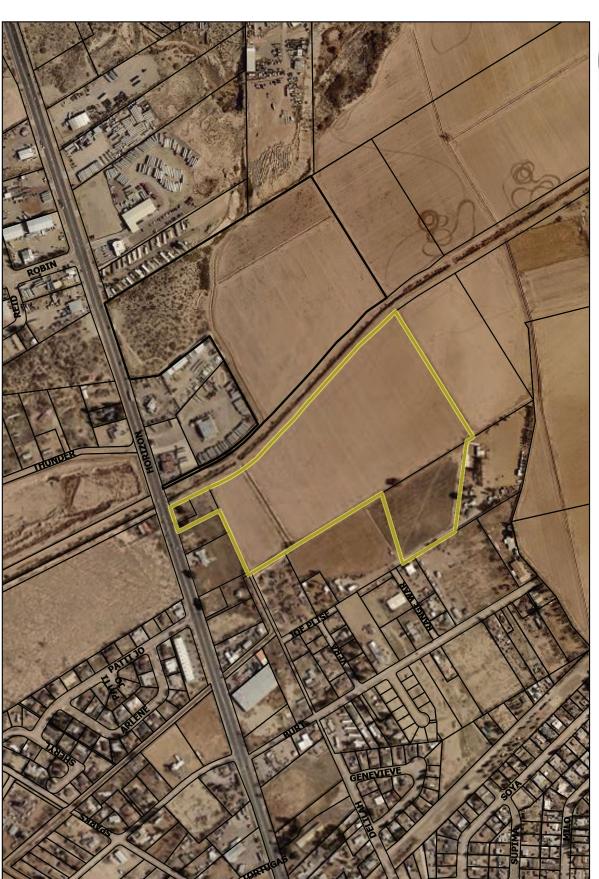
View of property from Horizon Blvd.



View of property from Range War Ct.



# **AERIAL PHOTO**





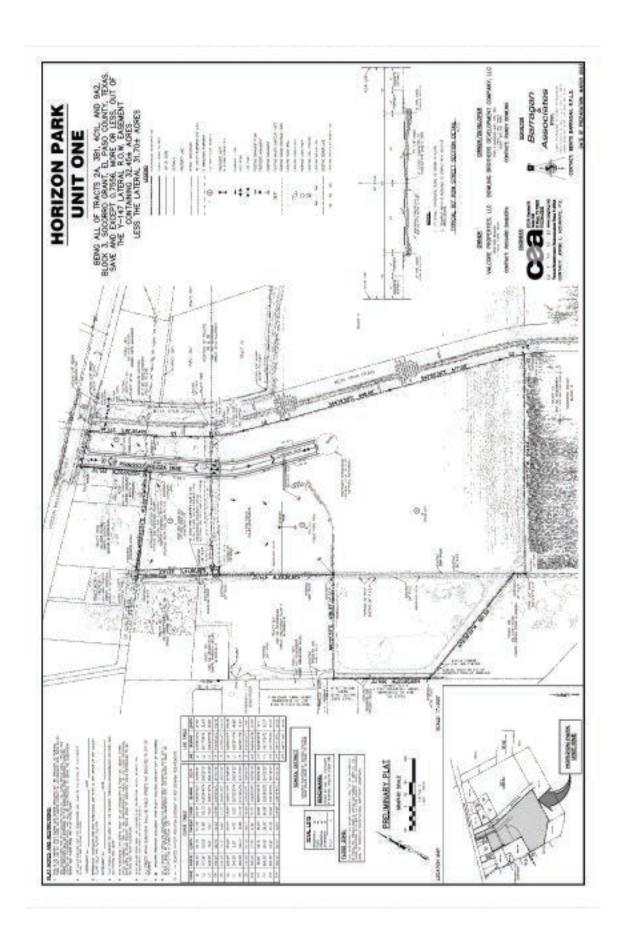
City of Socorro Planning & Zoning Department 860 N. Rio Vista Rd. Socorro, TX 79927

Date prepared: 12/15/2023





# FINAL PLAT



Ruben Reyes
At Large

Cesar Nevarez

District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### TO: MAYOR AND CITY COUNCIL MEMBERS

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

## **SUBJECT**:

Discussion and action to approve Resolution 777 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Criminal Justice Program (JAG) for the Socorro Police Department. There is no match requirement for this grant.

#### **SUMMARY**

The City of Socorro will submit a grant application to the OOG Criminal Justice Program (Justice Assistance Grant) requesting funding for the Socorro Police Department. There is no match requirement for this grant.

## STATEMENT OF THE ISSUE

The purpose of this program is to provide funding for projects that promote public safety, reduce crime, and improve the criminal justice system.

The Socorro Police Department will request grant funding for the hiring of one (1) Intelligence Analyst (peace officer), and crime center equipment and technology, with the goal of increasing the Department's capacity to carry out intelligence-based investigations addressing violent crime, border crime, and gang activity.

#### **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 <u>will not</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Criminal Justice Program (JAG) for the Socorro Police Department. There is no match requirement for this grant.

#### **STAFF RECOMMENDATION**

<u>Approve</u> – The City <u>WILL</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Criminal Justice Program (JAG) for the Socorro Police Department. There is no match requirement for this grant.

## **REQUIRED AUTHORIZATION**

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

Ruben Reyes
At Large

Cesar Nevarez
District 1

Grant Number: 5029201



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 777**

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the FY25 Criminal Justice Program be operated in Socorro, Texas for the 2024-2025 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the FY25 Criminal Justice Program grant application; and

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

WHEREAS, the CITY OF SOCORRO will request funding from the FY25 Criminal Justice Program via Grant No. 5029201; and

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

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the FY25 Criminal Justice Program to the Office of the Governor.

Passed and Approved this 25th Day of January 2024.	CITY OF SOCORRO
	Ivy Avalos Mayor
ATTEST:	
Olivia Navarro City Clerk	

Ruben Reyes
At Large

Cesar Nevarez

District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

TO: MAYOR AND CITY COUNCIL MEMBERS

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

## **SUBJECT:**

Discussion and action to approve Resolution 778 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Juvenile Justice & Truancy Prevention Grant Program for the Socorro Police Department PAL Program. There is no match requirement for this grant.

#### **SUMMARY**

The City of Socorro will submit a grant application to the OOG Criminal Justice Program requesting funding for the Socorro Police Department. There is no match requirement for this grant.

#### STATEMENT OF THE ISSUE

The purpose of this program is to provide funding for projects that prevent violence in and around school and to improve the juvenile justice system by providing mental health services, truancy prevention, and intervention through community-based and school programs.

The Socorro Police Department will request grant funding for the Police Athletics League (PAL) Program, an evidence-based after-school mentoring program for at-risk Socorro youth focused on improving police-youth attitudes and perceptions, improving positive feelings and attitudes towards school, and improving school attendance to reduce juvenile delinquency outcomes and prevent violence in and around schools.

The PAL Program was implemented during the 2023 Fiscal Year, and involves the use of informal mentoring and coaching of youth in Socorro by police officers via an afterschool police athletics league. The goal of the program is to support the reduction and prevention of crime in and around provided by addressing truancy.

## 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 <u>will not</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Juvenile Justice & Truancy Prevention Grant Program for the Socorro Police Department. There is no match requirement for this grant.

## **STAFF RECOMMENDATION**

<u>Approve</u> – The City <u>WILL</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 Juvenile Justice & Truancy Prevention Grant Program for the Socorro Police Department. There is no match requirement for this grant.

## REQUIRED AUTHORIZATION

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

Ruben Reyes
At Large

Cesar Nevarez
District 1

Grant Number: 5029401



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 778**

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the FY 2025 Juvenile Justice & Truancy Prevention Grant Program be operated in Socorro, Texas for the 2024-2025 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the FY 2025 Juvenile Justice & Truancy Prevention Grant Program grant application; and

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

WHEREAS, the CITY OF SOCORRO will request funding from the FY 2025 Juvenile Justice & Truancy Prevention Grant Program via Grant No. 5029401; and

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

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the FY 2025 Juvenile Justice & Truancy Prevention Grant Program to the Office of the Governor.

Passed and Approved this 25th Day of January 2024.	CITY OF SOCORRO
ATTEST:	Tvy Avalos Mayor
Olivia Navarro City Clerk	

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

#### TO: MAYOR AND CITY COUNCIL MEMBERS

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

## **SUBJECT:**

Discussion and action to approve Resolution 779 authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Bullet-Resistant Shield Grant Program for the Socorro Police Department. There is no match requirement for this grant.

### **SUMMARY**

The City of Socorro will submit a grant application to the FY 2025 Bullet-Resistant Shield grant program requesting funding for bullet-resistant shields for the Socorro Police Department. There is no match requirement for this grant.

#### STATEMENT OF THE ISSUE

The Office of the Governor's Criminal Justice Division expects to make available funds for the FY 2025 for the Bullet-Resistant Shield grant program.

The Socorro Police Department will request funding to procure bullet-resistance shields for use by Socorro Police Officers.

#### 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 <u>will not</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Bullet-Resistant Shield grant program. There is no match requirement for this grant.

## **STAFF RECOMMENDATION**

<u>Approve</u> – The City <u>WILL</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Bullet-Resistant Shield grant program. There is no match requirement for this grant.

## **REQUIRED AUTHORIZATION**

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

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 779**

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the Bullet-Resistant Shield Program be operated in Socorro, Texas for the 2024-2025 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the Bullet-Resistant Shield Program grant application; and

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

WHEREAS, the CITY OF SOCORRO will request funding from the Bullet-Resistant Shield Program via Grant No. 5030601; and

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

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the Bullet-Resistant Shield Program to the Office of the Governor.

Passed and Approved this 25th Day of January 2024.

Grant Number: 5030601

	CITY OF SOCORRO
ATTEST:	Ivy Avalos Mayor
Olivia Navarro City Clerk	

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

#### TO: MAYOR AND CITY COUNCIL MEMBERS

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

## **SUBJECT:**

Discussion and action to approve Resolution 780 authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Rifle-Resistant Body Armor grant for the Socorro Police Department. There is no match requirement for this grant.

### **SUMMARY**

The City of Socorro will submit a grant application to the FY 2025 Rifle-Resistant Body Armor grant program requesting funds for rifle-resistant body armor vests for the Socorro Police Department. There is no match requirement for this grant.

#### STATEMENT OF THE ISSUE

The Office of the Governor's Criminal Justice Division expects to make available funds for the FY 2025 for the Rifle-Resistant Body Armor grant program. Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

The Socorro Police Department will request funding to procure NIJ compliant rifle resistant body armor vests for use by Socorro Police Officers.

#### 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 <u>will not</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Rifle-Resistant Body Armor grant for the Socorro Police Department.

## **STAFF RECOMMENDATION**

<u>Approve</u> – The City <u>WILL</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), FY 2025 Rifle-Resistant Body Armor grant for the Socorro Police Department. There is no match requirement for this grant.

## **REQUIRED AUTHORIZATION**

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

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

January 19, 2024

#### **RESOLUTION 780**

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the Rifle-Resistant Body Armor Program be operated in Socorro, Texas for the 2024-2025 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the Rifle-Resistant Body Armor Program grant application; and

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

WHEREAS, the CITY OF SOCORRO will request funding from the Rifle-Resistant Body Armor Program via Grant No. 5030401 to secure rifle-resistant body armor vests for its law enforcement officers; and

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

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the Rifle-Resistant Body Armor Program to the Office of the Governor.

Passed and approved this 25th Day of January 2024.

Grant Number: 5030401

	CITY OF SOCORRO
	Ivy Avalos Mayor
ATTEST:	
Olivia Navarro City Clerk	

Ruben Reyes
At Large

Cesar Nevarez

District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### TO: MAYOR AND CITY COUNCIL MEMBERS

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

## **SUBJECT**:

Discussion and action to approve Resolution 781 authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2025 General Victim Assistance Grant Program for the Crime Victims Advocacy Program in the Socorro Police Department. There is 20% requirement for this grant.

## **SUMMARY**

The City of Socorro will submit a grant application to the OOG CJD General Victim Assistance Grant Program requesting funding to implement a crime victim notification system. There is a 20% match requirement for this grant. Approval is requested for a match of up to \$9,800.00 for this project.

## **STATEMENT OF THE ISSUE**

This program aims to implement additional resources for the Socorro Police Department and the Crime Victims Assistance Program in Socorro.

Funding from the FY 2025 General Victim Assistance Grant Program will be requested for the procurement of a Crime Victim Notification system to modernize and maximize communications with victims of crime. Some of the functionalities of this system are as follows:

- Automatically send SMS updates when a call is on hold, minimizing callbacks from Citizens.
- Eliminates manual callbacks from dispatchers.
- Increases transparency & dependability.
- Provides Victim informational assistance.
- Educates & Informs and Empowers victims.
- Improves Access to Resources

• Connects Communities- Sends text blast, invites communities to events, Obtains surveys and feedback from the community.

The Socorro Police Department will request grant funding to continue to provide and enhance direct services to Socorro residents while improving channels of communication and available resources.

## **FINANCIAL IMPACT**

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

**Funding Source:** N/A

**Amount:** Up to \$9,800.00

Quotes (Name/Commodity/Price): Versaterm Public Safety US, Inc.

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

#### **ALTERNATIVE**

Not Approve – The City <u>will not</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2024 General Victim Assistance Grant Program for the Crime Victims Advocacy Program in the Socorro Police Department. There is 20% match requirement for this grant.

## **STAFF RECOMMENDATION**

<u>Approve</u> – The City <u>WILL</u> approve a resolution authorizing the submission of a grant application to the Office of the Governor (OOG), Criminal Justice Division (CJD) FY 2024 General Victim Assistance Grant Program for the Crime Victims Advocacy Program in the Socorro Police Department. There is a 20% match requirement for this grant.

## **REQUIRED AUTHORIZATION**

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

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 781**

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the General Victim Assistance Program be operated in Socorro, Texas for the 2024-2025 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the General Victim Assistance Program grant application; and

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

WHEREAS, the CITY OF SOCORRO will request funding from the General Victim Assistance Program via Grant No. 5032101; and

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

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the General Victim Assistance Program to the Office of the Governor.

Passed and Approved this 25th Day of January 2024.	CITY OF SOCORRO
ATTEST:	Ivy Avalos Mayor
Olivia Navarro City Clerk Grant Number: 5032101	

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos

District 4

Adriana Rodarte
City Manager

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 A&M Community Forestry Grant Program for the Socorro Tree Planting Project. There is a match of up to \$20,000 for this grant.

## **SUMMARY**

The City of Socorro will submit a grant application to the Texas A&M Community Forestry Grant Program for the Socorro Tree Planting Project, requesting up to \$20,000.00 for the planting of trees along the Passmore Shared-Use Path. There is a 1:1 match requirement for this grant. Approval is requested to provide a match of up to \$20,000.00.

## STATEMENT OF THE ISSUE

The Texas A&M Forest Service's Urban and Community Forestry (U&CF) Program helps communities develop sustainable programs that provide Texans with healthy trees and forests.

The Tree Planting grant category is dedicated to supporting initiatives that increase urban and community tree canopy coverage, engage the community, and promote the many benefits of trees in built environments. Funding will be given to communities that implement tree planting programs that address one or more urban sustainability issues identified in the Texas Forest Action Plan, specifically climate, energy consumption, and water quality.

The Texas A&M Forest Service determined that there are 29 Crucial Greening Communities in Texas, where trees can make a significant impact. Factors that went into the analysis include Canopy Cover, the Urban Heat Island Effect, the Climate and Economic Justice Screening Tool, Social Vulnerability Index, Public Schools, and the

Texas Forest Action Plan. Socorro, Texas was determined to be one of the 29 Crucial Greening Communities in Texas where trees can make the most impact on various environmental and quality of life factors.

The Socorro Tree Planting Project will enhance the quality of life around the Passmore Shared Use Path by improving tree canopy coverage along the hike and bike trail, leading to improved environmental conditions, resilience, and promoting the use of the trail as an alternative mode of transportation to access schools and shopping areas on Socorro Road.

## FINANCIAL IMPACT

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

**Funding Source:** N/A

Amount: Up to \$20,000 match

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 A&M Community Forestry Grant Program for the Socorro Tree Planting Project. There is a match of up to \$20,000 for this grant.

### STAFF RECOMMENDATION

<u>Approve</u> – The City <u>WILL</u> approve the submission of a grant application to the Texas A&M Community Forestry Grant Program for the Socorro Tree Planting Project. There is a match of up to \$20,000 for this grant.

## REQUIRED AUTHORIZATION

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

In addition to these qualifications and expertise areas, a successful Municipal Forester should also have a passion for trees and a commitment to enhancing the forest for the well-being of the community and the environment. They should be adaptable, able to work in a team, and capable of making informed decisions to manage and protect urban and community forests effectively.

#### **Funding schedule:**

Funding for this grant will be phased over three years. Grant funds will pay:

- \$50,000 in year one
- \$25,000 in year two
- \$25,000 in year three

This phased approach helps ensure the long-term sustainability of the position.

#### **CATEGORY 4 – Tree City USA and Growth Awards**

Up to 10 Awards, for up to \$10,000 each

**Description:** The Tree City USA and Growth Awards grant category is specifically designed to recognize, support, and further enhance the efforts of municipalities that have achieved or are striving to achieve Tree City USA or Growth Award designation. This grant category seeks to promote sustainable urban forestry practices, community engagement, and the growth of U&CF initiatives. This grant category will support small projects up to \$10,000 with a minimum of \$5,000 to help a city meet the standards for designation as a TCUSA and to reach the next level by implementing activities leading to Growth Awards.

## What are Tree City USA and the Growth Awards?

<u>Tree City USA</u>, is a national recognition program founded by the Arbor Day Foundation and carried out in partnership with State Forestry Agencies. The Tree City USA program provides communities with a four-step framework that establishes a minimum baseline for U&CF management.

<u>Growth Awards</u> are presented by the Arbor Day Foundation to participating Tree City USA communities that demonstrate higher levels of tree care and community engagement during the calendar year. The Growth Awards recognize major milestones and annual activities in five categories that combine to build sustainable community forestry programs over the long term. Each activity has a value between 1 and 10 points, and communities must document activities that total at least 10 points—from any of the subcategories—to receive the Growth Award for the calendar year. **First-time Tree City USA applicants are not eligible for a Growth Award.** 

#### **CATEGORY 5 – Tree Planting**

Up to 10 Awards, for up to \$20,000 each

**Description:** The Tree Planting grant category is dedicated to supporting initiatives that increase urban and community tree canopy coverage, engage the community, and promote the

many benefits of trees in built environments. This category plays a crucial role in enhancing the quality of life in cities and towns by improving environmental conditions, resilience, and public health. Funding will be given to communities that implement tree planting programs that address one or more urban sustainability issues identified in the Texas Forest Action Plan, specifically climate, energy consumption, and water quality. All tree planting with grant funds shall adhere to Appendix A (Appendix to be drafted to instruct awardees on specific planting specifications and how to select, plant, and care for young trees.) Failure to follow the Standards in Appendix A will lead Texas A&M Forest Service to require replacement of the trees at the awardee's cost.

All grant funded tree planting programs must demonstrate the following in their proposals:

- Tree Species Selection: This grant will support the selection and planting of a diverse range of tree species that are well-suited to the local climate, soil conditions, and environment. Emphasis is placed on species that provide ecological benefits, such as improving air quality, supporting wildlife, and mitigating climate impacts. Texas A&M Forest Service must approve the final planting list.
- Location and Target Areas: Applicants must define the specific target areas or neighborhoods where tree planting efforts will take place. Priority will be given to proposals that best justify how trees planted in that area addresses one or more of the urban sustainability issues defined in the Texas Forest Action Plan
- **Tree Planting Methodology:** Applicant will describe the planting techniques and best practices for their planting plan, including proper tree planting depth, spacing, mulching, and post-planting care to ensure tree survival and growth.
- Watering and Long-Term Maintenance: Applicant must outline a forest management plan they will implement for the planting program's ongoing maintenance and care of newly planted trees. This should include a schedule for watering, maintenance, and protection from human interaction, pests and diseases. Grant funds are eligible to pay for watering and maintenance costs.

## Priority will be given to projects that fall within:

- Any of the 65 Planting Priority Cities, as identified by Texas A&M Forest Service
- 100% CJEST defined areas of communities that are over 900,000 in population

## **2024 Match Waiver Grant Categories**

#### **CATEGORY 6 – Geospatial Analysis 65**

1 Award for \$550,000

**Description:** This grant category is aimed at harnessing advanced geospatial technology and data analysis to strategically identify and recommend tree planting locations within all of the 65 Planting Priority Cities identified by Texas A&M Forest Service as areas of the utmost need, where strategic tree planting can generate the most substantial positive outcomes for maximum impact on the local environment and community. From these analyses, reports and maps of urgent and high priority planting and placemaking areas will be developed at city and

# 3.0 65 Planting Priority Cities

The 65 Planting Priority Cities are a set of communities that have been determined through extensive geospatial analysis as cities where trees can make a significant impact. Factors that went into the analysis include Canopy Cover, the Urban Heat Island Effect, the Climate and Economic Justice Screening Tool, Social Vulnerability Index, and the Texas Forest Action Plan.

The 65 Planting Priority Cities will be prioritized for the Tree Planting grant category and will be the focus of the Geospatial Analysis 65 project.



# 4.0 29 Crucial Greening Communities

The 29 Crucial Greening Communities are a subset of the 65 Planting Priority Cities which are communities that have been determined through extensive geospatial analysis as cities where trees can make a significant impact. Factors that went into the analysis include Canopy Cover, the Urban Heat Island Effect, the Climate and Economic Justice Screening Tool, Social Vulnerability Index, Public Schools, and the Texas Forest Action Plan.

The 29 Crucial Greening Communities are the only cities eligible for the Schoolyard Forests grant category.



Ruben Reyes
At Large

Cesar Nevarez
District 1



January 22, 2024

Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**TO:** Mayor and City Council Members

**FROM:** Robert C. Rojas, Chief of Police

**SUBJECT**: Discussion and action to approve grant purchase of Fixed License Plate

Readers from ELSAG in the amount of 62,133.00.

## **SUMMARY**

The Socorro Police Department is requesting the authorization to obtain seven (7) ELSAG Street Sentry Fixed Systems using grant funds awarded to the City of Socorro Police Department from FY 2023 Edawrd Bryne Memorial Justice Assistance Grant (JAG). The department applied for the grant in February 2023 and the grant was awarded in October 2023. A grant adjustment was requested by the chief of police to change from vehicle mounted license plate readers to fixed license plate readers.

## **STATEMENT OF THE ISSUE**

This is for the purchase, installation, training, and monitoring of seven (7) ELSAG Street Sentry Fixed Systems that will be installed in different locations throughout the city. This system will capture license plates that enter and exit the city and provide intelligence to support investigations into crime. The purchase amount is \$62,133.00.

## FINANCIAL IMPACT

None. This is a grant purchase with zero match required.

#### **ALTERNATIVE**

N/A

# **STAFF RECOMMENDATION**

# **REQUIRED AUTHORIZATION**

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

.

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 22, 2024

Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**TO:** Mayor and City Council Members

**FROM:** Robert C. Rojas, Chief of Police

**SUBJECT**: Discussion and action to approve grant purchase of an Active Shooter

System in the amount of \$38,260.00 with a reoccurring annual cost of

\$1,085.00.

## <u>SUMMARY</u>

The Socorro Police Department is requesting the authorization to obtain an Active Shooter System that includes: (1) EAGL Server, (4) DragonFly IOT, (3) DragonFly Extreme IoT and (7) DragonFly Pole Mounts. The system will be purchased using grant funds awarded to the City of Socorro Police Department from FY 2023 Edawrd Bryne Memorial Justice Assistance Grant (JAG). The department applied for the grant in February 2023 and the grant was awarded in October 2023. A grant adjustment was requested to cover the final amount due to price changes.

## STATEMENT OF THE ISSUE

This is for the purchase, installation, training, and monitoring of an outdoor Active Shooter System that will be installed in different locations throughout the city. This system will capture when a gunshot is detected and initiate an emergency response from the Socorro Police Department. The system total and first year licensing will cost \$38,260.00 and have a reoccurring cost of \$1,085.00. The reoccurring costs will be budgeted for each year by the police department.

#### **FINANCIAL IMPACT**

First Year: None since this is a grant purchase with zero match required.

Second Year – Future: \$1,085.00

# **ALTERNATIVE**

N/A

# **STAFF RECOMMENDATION**

# **REQUIRED AUTHORIZATION**

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

.

## EAGL TECHNOLOGY, INC. ESTIMATE



Estimate # 200267 Date: 12/26/2023

EAGL Account Rep: Brian Parker PHONE: 972 415-4082 EMAIL: bparker@eagltechnology.com

Customer: Socorro PD Integrator:

Contact: Chief David Burton

Phone #: 915-858-6986

Job Address: 860 & 901 North Rio Vista

Email: policecheif@costx.us Socorro, TX 79927

#### Deployment Summary:

The following quote is for an EAGL System to be deployed at Cougar Park, Bulldog Championship Park, City Council, Municipal Court, and Community Center in Socorro, TX 79927. Standard outdoor coverage areas are designated on included maps.

Proposal consists of two quotes:

- 1. Local (On-Premise) Server
- Cloud Server with 3-year Agreement.

Enhancement Function Modules Included:

Subscription Services Included:

Cost Summary:

Hardware Total

Recurring Total

Local Server System

\$38,260.00

\$1,085.00 Annually

Cloud Server System

\$12,675.00

\$335.42 Monthly

We encourage walking the proposed deployment on-site with the customer to clarify any additional coverage and/or to identify areas needing design changes due to architectural differences between actual observations and supplied print(s). Pricing AND deployment are dependent upon supplied prints and/or specifications and are subject to change due to equipment additions, changes and/or modifications.

Quote pricing is guaranteed for 90 days. Pricing subject to change and does not include shipping or applicable federal, state, local sales or excise taxes.

#### EAGL QUOTE SHEET - LOCAL SERVER

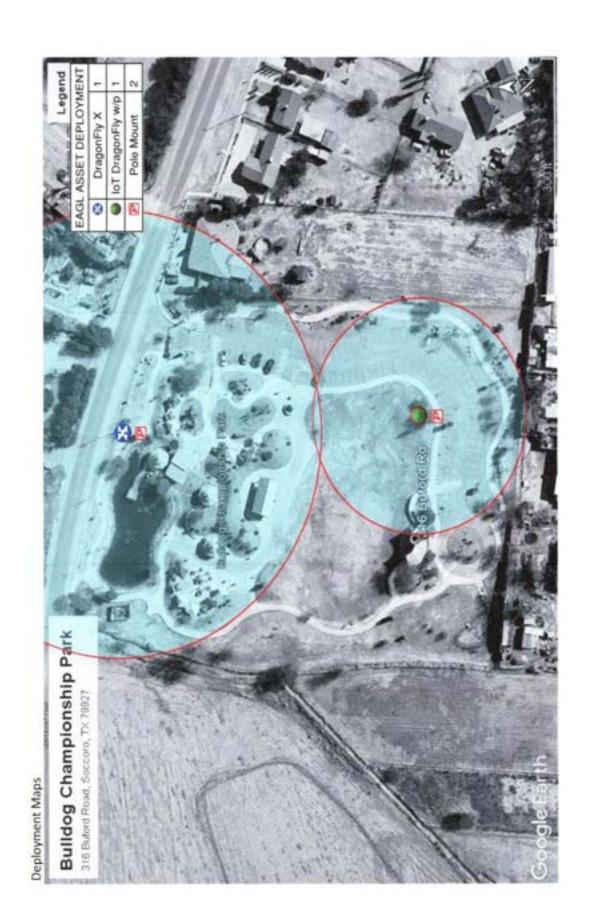
Part Id	Description	Price	Qty	TOTALS
Server				
EAGLB0001	EAGL Base Package - Server Only	25,000.00	1	25,000.00
Sensors		STREET, SQUARE, SQUARE		
DVIOT	DragonFly® IOT - Non-Standard battery operated	1,350.00	4	5,400.00
DYIOTEX	DragonFly® Extreme IoT - Non-Standard battery operated	2,200.00	3	6,600.00
SFDYPM	DragonFly® Pole Mount	25:00	7	175.00
Enhancement Function	Modules			
Misc. Hardware				
Ancillary				
Applicable Discounts				

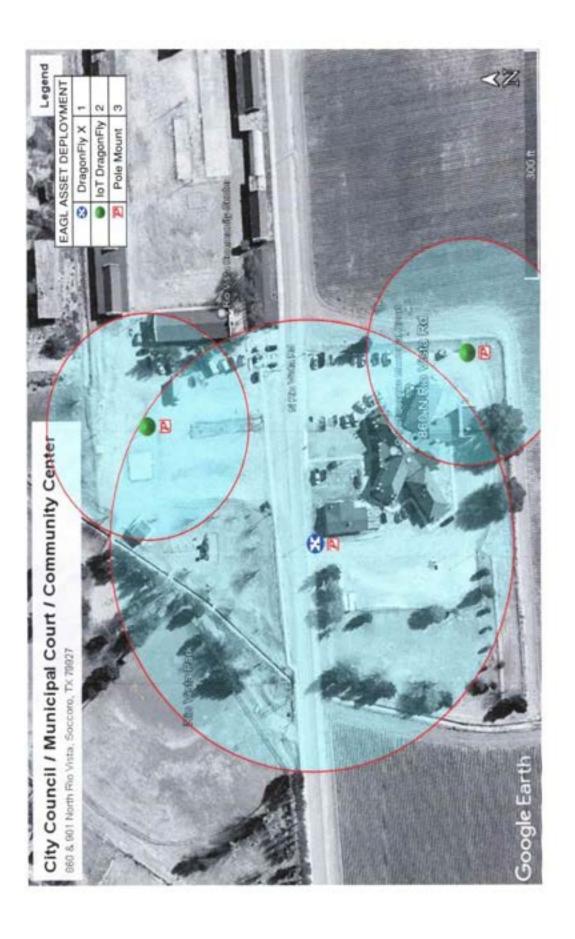
Hardware, Software, Services TOTAL:

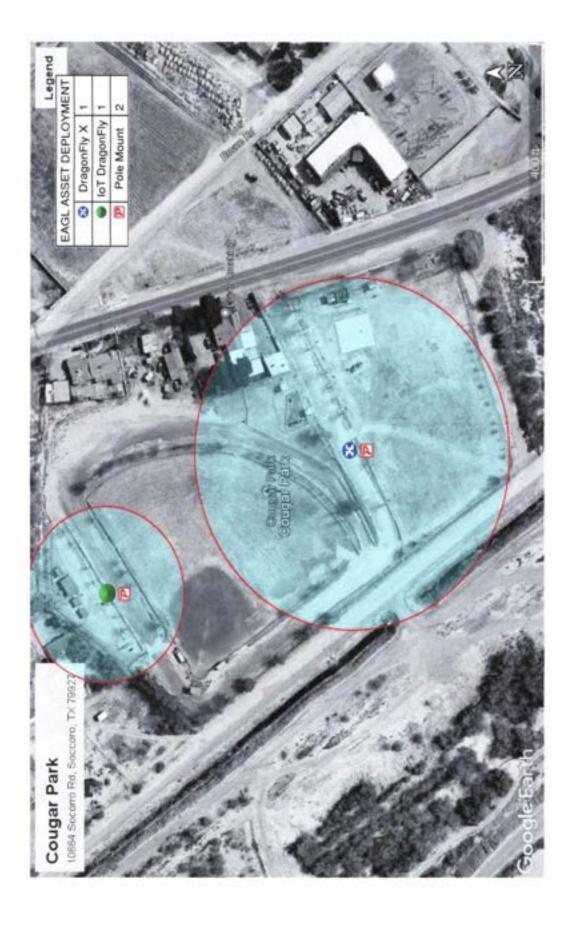
\$37,175.00

#### EAGL QUOTE SHEET - LOCAL SERVER continued

Annual Licensing Costs			
EAGLALIOT	EAGL Annual Licensing DragonFly IoT	155.00 7	1,085.00
		Total Recurring Costs Annually:	\$1,085.00
		SYSTEM TOTAL + FIRST YEAR LICENSING:	\$38,260.00
Notes			1











Quote Date:

Quote Expiration Date:

January 2, 2024

February 1, 2024

Bill To: Socorro PD Address: 240 N. Moon Rd.

Socorro, TX. 79927

 Phone:
 915.275.1048

 Email:
 deputychief@costx.us

 Contact:
 Dep. Chief Jason Stanzione

Comments or special instructions:

Socorro PD Street Sentry Fixed System (Purchase Option)

	Part #	Description	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price			Unit Total
7	140717	ELSAG Street Sentry Hardware Only Purchase - South; One Time Purchase - Agency Provides Cell SIM Card & Service	\$	6,500.00	\$	45,500.										
		(7) 422048 - Street Sentry FCU Model South														
		(7) 422035-SS - Assembly for DIGI Cellular Router - Street Sentry														
		(7) 422081 - Street Sentry Cam - 70', 740nm														
		(7) 422047 - Street Sentry Cable Kit														
	1	(7) 510033-CSC - Car System Version 6.X - EOC Connected														
7	510521	VPH License Street Sentry Perpetual	\$	800.00	4	5,600										
7					\$											
7	422074	Pole & Mount Kit - SS 2 3/8" RPS	\$	434.00	\$	3,038										
5.5	210003-SS	Street Sentry Installation - Includes Travel (3.5 Days to Install; 1 Day of travel, each direction)	\$	1,250.00	\$	6,875										
7	210005-H	Engineering Hour - Helpdesk	\$	160.00	\$	1,120										
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		m date of shipment. If installation is required, then Net 30 days from the installation date. ELSAG agrees not to ship tion date is agreed upon by the parties. All orders are shipped FOB Greensboro. Make checks payable to John Wright Assoc.	\$	-												
			\$	-												
		Street Sentry Purchase Option; Agency Provides Cell SIM Card & Service, DOT Approval, Traffic Control for e; HIDTA ALPR Network Included; First Year Warranty Included; HIDTA Requires Min of Enterprise Software Warranty	\$	_												
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Ruben Reyes
At Large

Cesar Nevarez
District 1



January 22, 2024

Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**TO:** Mayor and City Council Members

**FROM:** Robert C. Rojas, Chief of Police

**SUBJECT**: Discussion and action to approve the grant purchase of five (5) Speed

Monitoring Trailers in the amount of \$38,095.00

## **SUMMARY**

The Socorro Police Department is requesting the authorization to obtain five (5) speed monitoring trailers using grant funds awarded to the City of Socorro Police Department from FY 2023 Edward Bryne Memorial Justice Assistance Grant (JAG). The department applied for the grant in February 2023 and the grant was awarded in October 2023. A grant adjustment was requested by the chief of police to change from enforcement-based trailers to a monitoring traffic calming trailer.

## STATEMENT OF THE ISSUE

This is for the purchase, training, and monitoring of five (5) speed monitoring trailers from TraffiLogix that will be deployable in different areas within the city. This system will capture vehicle speeds and produce reports needed to determine if further enforcement is needed and to determine the need for traffic calming devices. The purchase amount is \$38,095.00.

## FINANCIAL IMPACT

First Year: None, as this is a grant purchase with zero match required. Second Year – Future: \$4,500.00 for five devices if cloud-based storage is needed.

## **ALTERNATIVE**

# **STAFF RECOMMENDATION**

# **REQUIRED AUTHORIZATION**

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

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Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-34729-G7J9J4 Created Date 1/17/2024 Expiration Date 5/2/2024 Prepared by Staci Noto

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## **5X TRAILER & DFS QUOTATION**

Contact: Jason Stanzione

Ofc: 915-275-1048 Email: deputychief@costx.us Socorro PD (TX) 240 N. Moon Rd Socorro Texas, 79927

Shipping Address: TBD 240 Moon Road Socorro, Texas 79927

#### Standard Features (Included) - Evolution Signs

- The Evolution radar feedback signs come with 1 year\* of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Bluetooth

#### **Special Notes**

- Sourcewell Contract number is #070821-LGX pricing has been applied
- Sourcewell Contract number for Socorro is #200349
- Freight rate has been included and based on standard dock-to-dock delivery with no special off-loading services included i.e. forklift, tailgate, pallet jack, etc...

#### Quote Line Items - All Prices shown are in \$ US Dollar

Product	Product Code	Qty	Sales Price	Total Price
Evolution 12 Solar - Full Matrix - Inc. Solar	EV12FMEYL-SOLLA	5	\$2,999.00	\$14,995.00
panel and battery				
Trailer for SP Traffic Speed Signs - LT	CRLT-1	5	\$3,749.00	\$18,745.00
Model - (All Radar Signs except SP800,				
SP700, SP600, SP400)				
Cloud Access-Radar Signs-LVL1-2Y-	CLOUDLVL1-RS-2Y	5	\$900.00	\$4,500.00
Renewal				
Grant Discount		1	145.00	- \$145.00

### **Totals**

Subtotal: \$38,095.00 Freight: INCLUDED

<sup>\*</sup> The 12-month trial period for SafePace Cloud begins upon shipment of the product(s) and is reserved for new Traffic Logix customers or for Traffic Logix customers who are renewing the Cloud service.



Traffic Logix Corporation 3 Harriett Lane Spring Valley, NY 10977 USA Tel: (866) 915-6449 Fax: (844) 405-6449 www.trafficlogix.com

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Quote Number QUO-34729-G7J9J4
Created Date 1/17/2024
Expiration Date 5/2/2024
Prepared by Staci Noto

Sales Tax (if applicable): 0.00

Grand Total: \$38,095.00

**Terms:** 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight

quotations will require confirmation or adjustment.

Changes/Returns: 30% for standard orders and 50% on custom orders

#### **Delivery Requirements**

Please Indicate the availability of the following as this determines the freight costs:

- 1. Do You have a Loading Dock? Yes/No
- 2. Do you have a Forklift and Pallet Jack to unload? Yes/No
- 3. Can access be gained by a 53-foot truck for delivery? Yes/No
- 4. Is the delivery address a Construction site? Yes/No
- 5. Is the delivery address a Military site? Yes/No
- 6. If shipping to Military site, is a U.S. Driver required? Yes/No

## **Quote Acceptance Information**

Signature	
Name	
Title	
Date	
Thank you	for choosing Traffic Logix. Please sign and return to:
amadrid@	trafficlogix.com
Adrian M	Madrid
Regional	Sales Manager

Please complete to set up new

account: https://trafficlogix.com/business-application-form/

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 22, 2024

Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**TO:** Mayor and City Council Members

**FROM:** Robert C. Rojas, Chief of Police

**SUBJECT**: Discussion and action to approve the purchase of Lexipol Law Enforcement Policy Manual Subscription Service in the amount of \$25,490.40 **SUMMARY** 

The department is looking to purchase several services from Lexipol. The department is asking to purchase Lexipol Suites pertaining to Department Policy & Training, Accreditation Implementation, and Leadership Training. This product will limit our liability exposure and ensure that we are always current with law enforcement trends and laws specific to Texas.

#### Initial amount is:

- Annual Services (Current FY / Prorated): \$11,359.48
- Implementation Project (Only Initially): \$13,269.20
- Echelon Front Leadership Training Series (12 months): \$2,365.50

Initially all I need to do is fund the first-year annual services and the implementation portion (Total Needed Now: \$25,490.40).

• Annual Services (Every Year After Initial Year & Implementation): \$23,124.00

## STATEMENT OF THE ISSUE

This is for the purchase, installation, and training of the software.

# 

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

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



## MASTER SERVICE AGREEMENT

Agency's Name:

Socorro Police Department

Agency's Address:	670 Poona Rd Socorro, Texas 79927
Agency's Sourcewell Member ID:	200349
Attention:	Chief Robert Rojas
Sales Rep: Lexipol's Address:	Jean Farmer 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	(to be completed by Lexipol upon receipt of signed Agreement)
This Master Service Agreement (the "Agreement limited liability company ("Lexipol"), and the department Agreement consists of:	") is entered into by and between Lexipol, LLC, a Delaware artment, entity, or organization referenced above ("Agency").
(a) this Cover Sheet (b) Exhibit A - Selected Services and Ass (c) Exhibit B - Terms and Conditions of S	
011822-LXP (the Sourcewell Contract). In the e	ms and conditions contained in Sourcewell Contract Number vent of any conflict between the terms and conditions of this th in the Sourcewell Contract, the terms and conditions of the
Each individual signing below represents and war party on whose behalf they are signing to all terr	arrants that they have full and complete authority to bind the ms and conditions contained in this Agreement.
Socorro Police Department	Lexipol, LLC
Signature:	Signature:
Print Name: Adriana Rodante	Print Name:
Title: City Manager	Title:
Date Signed: 1 8 34	Date Signed:

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

# Agency is purchasing the following:

# Lexipol LE Policy and OLL Subscription-prorated

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 2/1/2024 End: 9/30/2024)	USD 11,912.00	30%	USD 3,573.60	USD 8,338.40
1	Law Enforcement Accreditation Workbench Premium (Start: 2/1/2024 End: 9/30/2024)	USD 1,280.00	30%	USD 384.00	USD 896.00
45	PoliceOne Academy Annual Rate With OLL Services (Start: 2/1/2024 End: 9/30/2024)	USD 61.33	30%	USD 828.00	USD 1,931.85
9	Dispatch1 Academy Annual Subscription (Start: 2/1/2024 End: 9/30/2024)	USD 30.67	30%	USD 82.80	USD 193.23
	Subscription Line Items Total	-		USD 4,868.40	USD 11,359.48
			No see and	USD 4,868,40	USD 11,359.48
Lexipol LE Policy and OLL Subscription-prorated Sourcewell Discount:					USD 4,868.40
Lexipol LE Policy and OLL Subscription-prorated TOTAL:					USD 11,359.48

## Implementation Project

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation	USD 4,701.00	30%	USD 1,410.30	USD 3,290.70
1	Law Enforcement Tier II Implementation	USD 4,112.00	30%	USD 1,233.60	USD 2,878.40
1	Law Enforcement Tier III Implementation	USD 3,428.00	30%	USD 1,028.40	USD 2,399.60
1	Law Enforcement Tier IV Implementation	USD 4,515.00	30%	USD 1,354.50	USD 3,160.50
1	Law Enforcement Tier V Implementation	USD 2,200.00	30%	USD 660.00	USD 1,540.00
	One-Time Line Items Total			USD 5,686.80	USD 13,269.20
			SILVER NO.	USD 5,686.80	USD 13,269.20
	Implementation Project Sourcewell Discount:				USD 5,686.80
Implementation Project TOTAL:				USD 13,269,20	

## Lexipol LE Policy and OLL Subscription-Fiscal 2024/25

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 10/1/2024 End: 9/30/2025)	USD 17,868.00	5%	USD 893.40	USD 16,974.60
1	Law Enforcement Accreditation Workbench Premium (Start: 10/1/2024 End: 9/30/2025)	USD 1,920.00	5%	USD 96.00	USD 1,824.00
45	PoliceOne Academy Annual Rate With OLL Services (Start: 10/1/2024 End: 9/30/2025)	USD 92.00	5%	USD 207.00	USD 3,933.00
9		USD 20.70	USD 393,30		
	Subscription Line Items Total			USD 1,217.10	USD 23,124.90
				USD 1,217.10	USD 23,124.90
	Lexipol LE Policy and OLL Subscription-Fiscal 2024/25 Sourcewell Discount:				USD 1,217.10
Lexipol LE Policy and OLL Subscription-Fiscal 2024/25 TOTAL:					USD 23,124.90

\*Law Enforcement pricing is based on 45 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

## Discount Notes

Sourcewell Cooperative Purchasing Contract

# Exhibit B Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

- 1. <u>Definitions</u>. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.
- 1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.
- 1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.
- 1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.
- 1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."
- 1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.
- 1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.
- 1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.
- 2. <u>Term; Renewal</u>. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

#### 3. <u>Termination</u>.

- 3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.<sup>1</sup>
- 3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.
- 3.3 <u>Effect of Expiration or Termination</u>. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

<sup>&</sup>lt;sup>1</sup> Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

- 4. <u>Fees; Invoicing.</u> Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.
- 5. <u>Terms of Service</u>. The following terms and conditions govern access to and use of Lexipol's Services:
- 5.1 Online Services. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")<sup>2</sup>, GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.
- 5.2 <u>Professional Services</u>. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.
- 5.3 Intellectual Property: License. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.
- 5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.
- 5.5 Agency Data. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.
- 6. <u>Confidentiality</u>. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

<sup>&</sup>lt;sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>&</sup>lt;sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

- 7. <u>Warranty.</u> LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
- 8. <u>Indemnification</u>. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.
- 9. <u>Limitation of Liability</u>. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

#### 10. General Terms.

- agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.
- 10.2 <u>General Interpretation</u>. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.
- 10.3 <u>Invalidity of Provisions</u>. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.
- 10.4 <u>Compliance; Governing Law.</u> Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
- 10.5 <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.
- 10.6 <u>Waiver</u>. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.
- 10.7 <u>Notices</u>. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



## MASTER SERVICE AGREEMENT

Agency's Name:	Socorro Police Department 670 Poona Rd
Agency's Address:	Socorro, Texas 79927
Agency's Sourcewell Member ID:	200349
Attention:	Chief Robert Rojas
Sales Rep: Lexipol's Address:	Jean Farmer 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	(to be completed by Lexipol upon receipt of signed Agreement)
This Master Service Agreement (the "Agreeme limited liability company ("Lexipol"), and the de This Agreement consists of:	nt") is entered into by and between Lexipol, LLC, a Delaware epartment, entity, or organization referenced above ("Agency").
(a) this Cover Sheet (b) Exhibit A - Selected Services and A (c) Exhibit B - Terms and Conditions of	
011822-LXP (the Sourcewell Contract). In the	terms and conditions contained in Sourcewell Contract Number event of any conflict between the terms and conditions of this orth in the Sourcewell Contract, the terms and conditions of the
Each individual signing below represents and party on whose behalf they are signing to all to	warrants that they have full and complete authority to bind the erms and conditions contained in this Agreement.
Socorro Police Department	Lexipol, LLC
Signature:	Signature:
Print Name: Adriana Rodante	Print Name:
Title: City Manager	Title:
Date Signed: 1/9/24	Date Signed:

## Exhibit A

# SELECTED SERVICES AND ASSOCIATED FEES

# Agency is purchasing the following:

DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
Echelon Front Leadership Training Series (12 Months)	USD 249.00		USD 2,365.50	
Subscription Line Items Total			USD 124.50	USD 2,365.50
	THE STATE OF		USD 124.50	USD 2,365.50
Sourcewell Discount:			USD 124.50	
TOTAL:			USD 2,365.50	
	Echelon Front Leadership Training Series (12 Months)	Echelon Front Leadership Training Series USD 249.00 (12 Months)	Echelon Front Leadership Training Series USD 249.00 5% (12 Months)  Subscription Line Items Total	Echelon Front Leadership Training Series USD 249.00 5% USD 124.50 (12 Months) USD 124.50 USD 124.50 USD 124.50 USD 124.50 USD 124.50 USD 124.50 Sourcewell Discount:

## **Discount Notes**

5% Sourcewell Cooperative Purchasing Contract

# Exhibit B Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

- 1. <u>Definitions.</u> Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.
- 1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.
- 1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.
- 1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.
- 1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."
- 1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default initial Term is one (1) year from the Effective Date.
- 1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.
- 1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.
- 2. <u>Term; Renewal</u>. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

#### 3. Termination.

3.1 <u>For Convenience: Non-Appropriation</u>. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.<sup>1</sup>

- 3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.
- 3.3 <u>Effect of Expiration or Termination</u>. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

<sup>&</sup>lt;sup>1</sup> <u>Note</u>: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

- 4. <u>Fees; Invoicing.</u> Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.
- 5. Terms of Service. The following terms and conditions govern access to and use of Lexipol's Services:
- 5.1 Online Services. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.
- 5.2 <u>Professional Services</u>. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.
- Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.
- 5.4 <u>Account Security</u>. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.
- 5.5 Agency Data. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.
- 6. <u>Confidentiality</u>. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

<sup>&</sup>lt;sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

- 7. <u>Warranty.</u> Lexipol warrants that its services are provided in a professional and workmanlike manner in accordance with prevailing industry standards, that they shall be fit for the purposes set forth herein, and that such services shall not infringe the rights or intellectual property of third parties. Notwithstanding the foregoing, lexipol's services are provided "as-is" and lexipol disclaims all other warranties, whether express, implied, statutory, or otherwise, including all implied warranties of merchantability, as well as all warranties arising from course of dealing, usage, or trade practice.
- 8. <u>Indemnification</u>. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.
- 9. <u>Limitation of Liability</u>. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

#### 10. General Terms.

- agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.
- 10.2 <u>General Interpretation</u>. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.
- 10.3 <u>Invalidity of Provisions</u>. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.
- 10.4 <u>Compliance: Governing Law.</u> Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
- 10.5 <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.
- 10.6 <u>Walver</u>. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.
- 10.7 <u>Notices</u>. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Ivy Avalos Mayor

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

**DATE:** January 17, 2024

TO: Mayor & Council

**CC:** Adriana Rodarte, City Manager

FROM: Lorrine Quimiro, City Planner Development Director

SUBJECT: Discussion and action to approve Resolution 782 authorizing Mayor Avalos to sign the Public Highway At-Grade Crossing Agreement in relation to the Railroad Federal Signal Program Improvements at Union Pacific Railroad and N. Moon Rd. on behalf of the City of Socorro, Tx.

#### **SUMMARY**

Union Pacific Railroad is requesting a Public Highway At-Grade Crossing Agreement in order to proceed with the Railroad Signal Improvements at the Union Pacific Railroad crossing at N. Moon Road.

#### **BACKGROUND**

Jose Madrid, Transportation Engineer with TxDOT El Paso District worked with former Planning & Zoning Director Carlos Gallinar to identify Railroad crossings in need of improvements. The railroad crossing at N. Mood Road was selected along with four other sites in the Tx DOT El Paso District. The work will be at no cost to City of Socorro since the program pays for all the proposed improvements. The city will need to continue to maintain signage, striping, pavement, concrete, etc. work after completion as it is currently performing. For the process to continue Union Pacific Railroad needs to execute a Public Highway At-Grade Crossing Agreement.

#### STATEMENT OF THE ISSUE

City Council needs to authorize the Mayor sign the Public Highway At-Grade Crossing Agreement in relation to the Railroad Federal Signal Program Improvements on behalf of the City of Socorro.

#### FINANCIAL IMPACT

None

#### **ALTERNATIVE**

Denial

#### STAFF RECOMMENDATION

Approval

Ivy Avalos Mayor

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 782**

A RESOLUTION AUTHORIZING MAYOR TO SIGN THE PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT IN RELATION TO THE RAILROAD FEDERAL SIGNAL PROGRAM IMPROVEMENTS ON BEHALF OF THE CITY OF SOCORRO.

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

Mayor to sign the Public Highway At-Grade Crossing Agreement in relation to The Railroad Federal Signal Program Improvements on behalf of the City of Socorro.

**READ, APPROVED AND ADOPTED** this 25<sup>TH</sup> day of January 2024.

	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	

UP Real Estate Project No.: 0792529

# PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

North Moon Road DOT 764225P Mile Post 813.64 – Valentine Subdivision Socorro, El Paso County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and CITY OF SOCORRO, a municipal corporation or political subdivision of the State of Texas to be addressed at 860 North Rio Vista Road, Socorro, Texas 79927 ("Political Body").

#### **RECITALS:**

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over North Moon Road, DOT Number 764225P at Railroad's Milepost 813.64 on Railroad's Valentine Subdivision at or near Socorro, El Paso County, Texas.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing for the installation of sidewalks. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and the Political Body's type, size and location prints of the Project marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

#### AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

# Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

## Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **TWENTY FOUR THOUSAND DOLLARS** (\$24,000.00) to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

# Section 3. <u>DEFINITION OF CONTRACTOR</u>

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

### Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:
  - execute the Railroad's then current Contractor's Right of Entry Agreement
  - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
  - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit C**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0792529

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

# Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

# Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

### Section 7. OMITTED

# Section 8. PLANS

- A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## Section 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

## Section 10. <u>EFFECTIVE DATE; TERM; TERMINATION</u>

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

# Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

### Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

# Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Political Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

# Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of Exhibit B of this Agreement.

# Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

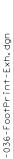
(Federal Tax ID #94-6001323)
By:Printed Name:Title:
CITY OF SOCORRO
By: Printed Name: Title:

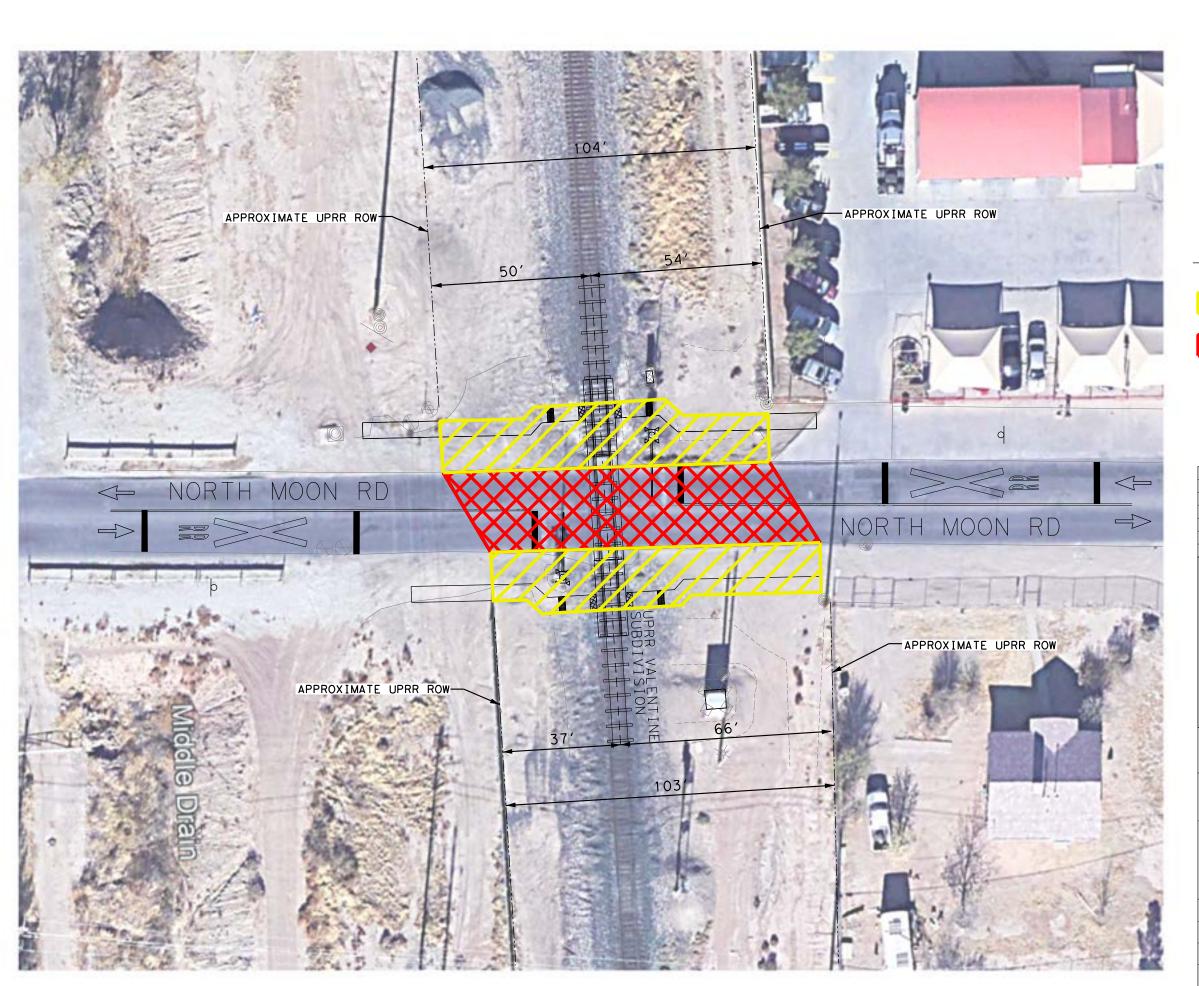
**UNION PACIFIC RAILROAD COMPANY** 

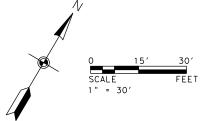
# EXHIBIT A TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

**Exhibit A** will be a print showing the Crossing Area (see Recitals)









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UPRR ROW OUTLINE



SIDEWALK CROSSING AREA = 3552.15 SF = 0.082 ACRES



ROADWAY CROSSING AREA = 2616.53 SF = 0.060 ACRES

TOTAL CROSSING AREA = 6168.68 SF = 0.142 ACRES

NO.	REVISIONS	BY	DATE

TEXAS REGISTERED ENGINEERING FIRM F-3557

# **TR**ANSYSTEMS

2777 ALLEN PARKWAY, SUITE 500 HOUSTON, TX 77019 (713) 807-0600



# NORTH MOON RD ROADWAY FOOT PRINT FXHIBIT

	CALLE			
SCALE:	1" = 30'			
DESIGN SGK	FED.RD. DIV.NO.	FEDER	AL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	6	SEE	E TITLE SHEET	MOON RD
VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	ELP	EL PASO	
SGK	CONTROL	SECTION	JOB	1
ВМО	0924	06	671	'

# EXHIBIT A-1 TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

**Exhibit A-1** will be the Political Body's type, size and location prints of the Project (see Recitals)

#### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	NORTH MOON RD (764 225P)
	PLAN LAYOUT
3	GENERAL NOTES
4	SUMMARY OF QUANTITIES

#### STANDARD SHEETS

<b>*</b> 5	RCD(1)-22
<b>*</b> 6	RCD(2)-22
* 7	TCP (1-2)-18

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE BY \* HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Signature of Registrant

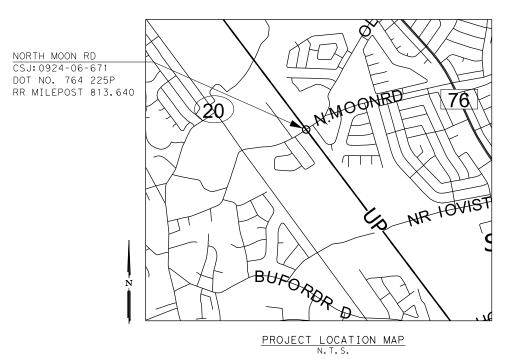
# STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

# PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT CSJ: 0924-06-671

UNION PACIFIC RAILROAD GRADE CROSSING SAFETY UPGRADES

NORTH MOON ROAD IN CITY OF SOCORRO, TX EL PASO COUNTY EL PASO DISTRICT



2	2	REMOVED SIGNS AND PAVEMENT MARKINGS	VD	5/19/2023
1	1	REMOVED CIVIL WORK	VD	2/17/2023
N	Ю.	REVISIONS	BY	DATE

DESIGN SGK	FED.RD. DIV.NO.	FEDERAL A	ID or STATE PROJECT NO.	HIGHWAY NO.
GRAPHICS	6			MOON RD
VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK BMO	TEXAS	ELP	EL PASO	
CHECK	CONTROL	SECTION	JOB	1
SGK	0924	06	671	

#### NOTES:

- 1. RAILROAD SIGNAL CIRCUITS FOR THIS PROJECT WERE NOT DESIGNED BY THE UNDERSIGNED ENGINEER.
- 2. THE RAILROAD SHALL ERECT AND MAINTAIN SUCH BARRICADES AND WARNING SIGNS OR USE SUCH PRECAUTIONS AS MIGHT BE NECESSARY IN THE OPINION OF THE TEXAS DEPARTMENT OF TRANSPORTATION ENGINEER TO ENSURE AND SAFEGUARD THE NORMAL USE OF THE HIGHWAY DURING THE INSTALLATION OF THE PROJECT.
- THESE PLANS WERE DEVELOPED BY MEMBERS OF THE DIAGNOSTIC TEAM IN ACCORDANCE WITH TERMS OF THE STATE-RAILROAD AGREEMENT AND ARE HEREBY AUTHORIZED FOR CONSTRUCTION.
- 4. AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) COMMUNICATIONS & SIGNALS MANUAL SPECIFICATIONS SHALL GOVERN THIS PROJECT.

CITY OF SOCORRO

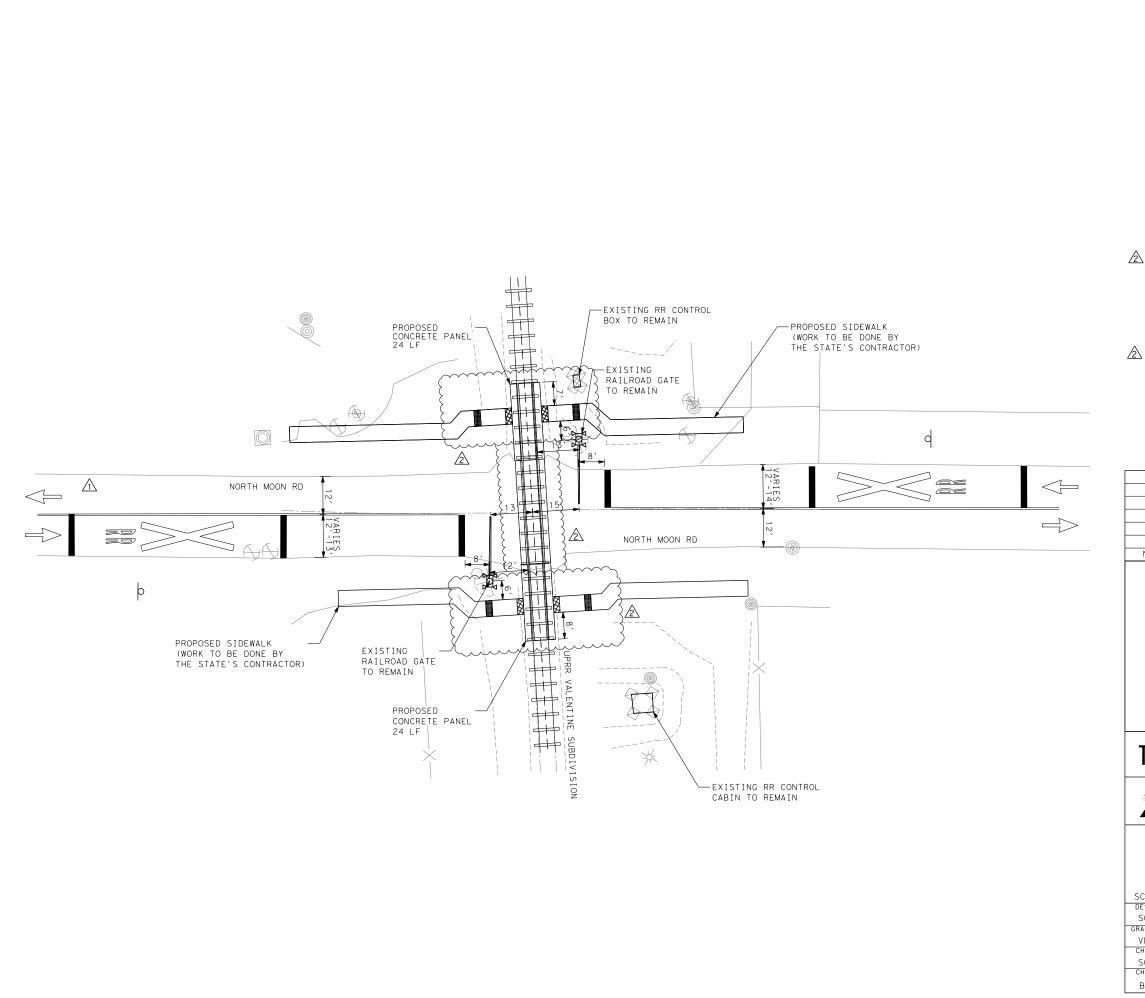
APPROVED

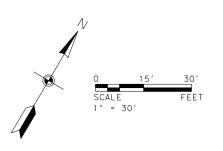


Texas Department of Transportation

2023 BY TEXAS DEPARTMENT OF TRANSPORTATION ALL RIGHTS RESERVED

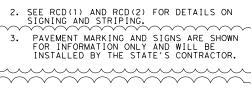
APPROVED FOR LETTING: RAIL GRADE CROSSING SECTION DIRECTOR RECOMMENDED FOR LETTING DIRECTOR OF TRANSPORTATION OPERATIONS APPROVED FOR LETTING: , P.E. DISTRICT ENGINEER





#### NOTES:

- 1. FINAL RAILROAD SIGNAL PLACEMENT TO BE DETERMINED BY RAILROAD COMPANY.



2	REMOVED SIGNS & PVMT MRKS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE



# **TRANSYSTEMS**

2777 ALLEN PARKWAY, SUITE 500 HOUSTON, TX 77019 (713) 807-0600



NORTH MOON RD DOT NO. 764 225P RRMP: 813.640

SCALE:	1 "	=	30′
DESIGN			D.RD.
CCV		DI'	v. no.

SCALE:	1" = 30′				
DESIGN SGK	FED.RD. DIV.NO.	FEDER	FEDERAL AID PROJECT NO.		
GRAPHICS	6	SEE	E TITLE SHEET	VARIES	
VD	STATE	DISTRICT	COUNTY	SHEET NO.	
CHECK	TEXAS	AMA	POTTER		
SGK	CONTROL	SECTION	JOB	2	
ВМО	0904	02	044		

- THE STATE OR ITS CONTRACTOR WILL FURNISH, INSTALL, AND/OR REPLACE THE APPROPRIATE PAVEMENT MARKINGS AS OUTLINED ON THE ATTACHED LAYOUT AND STANDARD SHEET AND IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 2. THE STATE OR ITS CONTRACTOR WILL FURNISH, INSTALL, AND/OR REPLACE THE FOLLOWING SIGNS IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE STANDARD HIGHWAY SIGN DESIGNS MANUAL FOR TEXAS(SHSD): 2 EA. (W10-1)
- 3. THE CITY AGREES TO MAINTAIN THE PAVEMENT MARKINGS AND ADVANCE WARNING SIGNS PLACED ALONG THE ROADWAYS UNDER THEIR JURISDICTION IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS SHOWN ON THE LAYOUT AND STANDARD SHEETS AS ACKNOWLEDGED ON THE TITLE SHEET.
- 4. THE RAILROAD COMPANY OR ITS CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN CROSSBUCKS SIGNS (R15-1), NUMBER OF TRACKS SIGNS (R15-2P) WHEN NEEDED, EMERGENCY NOTIFICATION SIGNS (ENS)(I-13) AND SIGN MOUNTING BRACKETS.
- 5. THE CITY AGREES TO TRIM AND MAINTAIN TREES AND VEGETATION ALONG ROADWAY APPROACHES FOR ADEQUATE VISIBILITY OF THE CROSSING SIGNALS AND ADVANCE WARNING SIGNS AS ACKNOWLEDGED ON THE TITLE SHEET.
- 6. THE RAILROAD COMPANY OR ITS CONTRACTOR WILL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE ATTACHED STANDARD SHEET(S), FOR THE INSTALLATION OF RAILROAD WARNING DEVICES.
- 7. THE RAILROAD COMPANY AGREES TO INSTALL A 48 FOOT CONCRETE CROSSING AS SHOWN ON THE RE-SURFACE LAYOUT, AT A (COST OF \$406.88 DOLLARS PER TRACK FOOT TO THE STATE)(50%-50% COST SHARE WITH THE STATE).
- 8. RAILROAD WILL COORDINATE UTILITY RELOCATION TO ACCOMMODATE THE WARNING DEVICES.
- 9. STATE AND LOCAL ROAD AUTHORITY WILL COMPLETE MEDIAN, SIDEWALK AND/OR CURB WORK AS SHOWN ON THE LAYOUT.
- 10. THE STATE WILL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE ATTACHED STANDARD SHEET(S) FOR THE INSTALLATION OF SIDEWALK.

GENERAL NOTES ON UPRR FSP PROJECTS WITH LOCAL GOVERNMENTS

BY SIGNATURE OF THE TITLE SHEET, THE LOCAL GOVERNMENT AGREES TO:

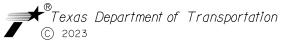
- 1. COMPLETE THE WORK SHOWN TO BE DONE BY THE LOCAL GOVERNMENT IN THIS EXHIBIT.
- 2. RELOCATE ANY UTILITIES NECESSARY FOR THE INSTALLATION OF THIS PROJECT NOT ON RAILROAD RIGHT-OF-WAY.
- 3. NOT CROSS THE RAILROAD COMPANY'S TRACKS EXCEPT AT EXISTING, OPEN, AND PUBLIC CROSSINGS FOR PROJECT CONSTRUCTION.
- 4. TELEPHONE THE RAILROAD COMPANY AT (800)336-9193 TO DETERMINE IF FIBER OPTIC CABLE IS LOCATED ANYWHERE ON THE RAILROAD COMPANY'S PREMISES. IF FIBER OPTIC CABLE IS LOCATED ON THE RAILROAD COMPANY'S PREMISES, THE LOCAL GOVERNMENT SHALL MAKE ANY NECESSARY ARRANGEMENTS FOR RELOCATION OF THE FIBER OPTIC CABLE.
- 5. REQUIRE ANY CONTRACTORS WORKING ON RAILROAD RIGHT-OF-WAY, BOTH DURING CONSTRUCTION OF THIS PROJECT AND FOR FUTURE MAINTENANCE, TO PROVIDE RAILROAD INSURANCES AND ENTER INTO A RIGHT-OF-ENTRY AGREEMENT WITH THE RAILROAD COMPANY.
- 6. ALLOW THE RAILROAD COMPANY TO PERFORM ROUTINE MAINTENANCE THAT WILL NOT IMPACT WARNING TIME OF ANY ACTIVE WARNING SYSTEMS SHOWN IN THIS EXHIBIT WITHOUT NOTIFYING THE LOCAL GOVERNMENT.
- 7. NOT HOLD THE RAILROAD COMPANY LIABLE FOR FAILURE OF ANY ADJACENT TRAFFIC SIGNALS MAINTAINED BY THE LOCAL GOVERNMENT TO OPERATE PROPERLY.
- 8. TAKE SUITABLE PRECAUTIONS TO PREVENT INTERFERENCE OF ANY COMMUNICATION LINES MAINTAINED BY THE LOCAL GOVERNMENT FROM INTERFERING WITH THE RAILROAD COMPANY'S GRADE CROSSING ACTIVE WARNING SYSTEM.
- 9. CONTINUE ROADWAY MAINTENANCE AT THIS CROSSING LOCATION UPON COMPLETION OF THE PROJECT.

NO. REVISIONS BY DATE



**TRANSYSTEMS** 

2777 ALLEN PARKWAY, SUITE 500 HOUSTON, TX 77019 (713) 807-0600



GENERAL NOTES

DESIGN SGK	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	6	SEE TITLE SHEET		MOON RD
VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	ELP	EL PASO	
SGK	CONTROL	SECTION	JOB	3
ВМО	0924	06	671	

2

2	REMOVED SIGNS & PVMT MRKS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE

TEXAS REGISTERED ENGINEERING FIRM F-3557

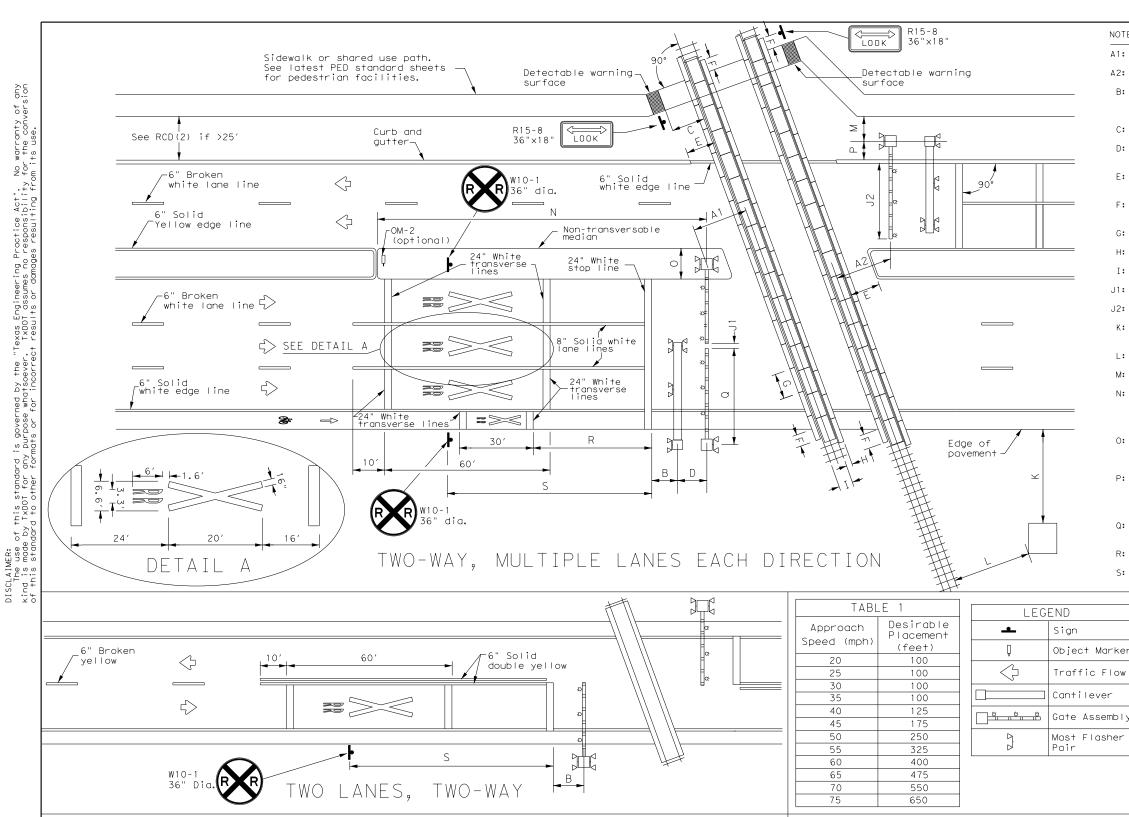
TRANSYSTEMS

2777 ALLEN PARKWAY,
SULTE 500
HOUSTON, TX 77019
(713) 807-0600



# SUMMARY OF QUANTITIES

SIGN GK	FED.RD. DIV.NO.	FEDER	HIGHWAY NO.	
PHICS	6	SEE	MOON RD	
D	STATE	DISTRICT	COUNTY	SHEET NO.
IECK	TEXAS	ELP	EL PASO	
GK IECK	CONTROL	SECTION	JOB	4
ВМО	0924	06	671	'



NOTES

ONE-WAY STREET WITH CURB

Α

8:53:27

5/22,

5>

5

36'

T: Tip of gate to edge of curb:

SSM, 90% of traveled way

covered by gates for all

SSM, 10' minimum for all

other locations.

other locations.

U: Non-traversable curb length from gate: 100' minimum for a Quiet Zone

maximum for Quiet Zone

#### NOTES

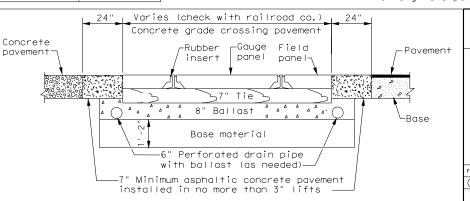
- A1: Center of RR mast to center of rail: 12' minimum, 15' typical.
- A2: Tip of gate to center of rail: 12' minimum, 15' typical.
- B: Center of mast (cantilever, gate, or mast flasher) of nearest active traffic control device to stop line: 8' (NOTE: Stop line may be moved as needed, but should be at least 8' back from gates, if present).
- C: Near edge of detectable warning surface to nearest rail: 12' minimum.
- D: Center of gate mast to center of cantilever mast: 6' typical. NOTE: Cantilever may be located in front or behind gates.
- E: Edge of median or curb to nearest rail: 10' typical. NOTE: Design median edge to be parallel with rail.
- F: Edge of planking panel from edge of pavement or sidewalk: 3' minimum. NOTE: Field panels need not be in line with gauge panels.
- G: Length of panels along rail: 8' typical.
- H: Width of field panel: 2' typical (check with railroad company).
- I: Distance between rails: 4'- 8'1/2".
- J1: Tip of gate to tip of gate: 2' maximum.
- J2: 90% of traveled roadway to be covered by gate.
- K: Nearest edge of RR cabinet from edge of pavement: 30' typical. NOTE: Cabinet not required to be parallel to edge of pavement.
- L: Nearest edge of RR cabinet from nearest rail: 25' typical.
- M: Center of RR mast to edge of sidewalk: 6' minimum.
- N: Center of gate mast to leading edge of non-traversable median: 100' minimum to qualify as a Quiet Zone SSM. NOTE: 60'will suffice if there is a street intersection within the 100' and all street intersections within 60' are closed.
- 0: Width of median for RR gate assembly: 8'-6" minimum, 10' typical when using median gates. NOTE: Center of gate mast minimum 4'-3" from face of curb.
- P: Center of RR mast to face of curb: 5'-3" minimum.

  Center of RR mast to edge of pavement (with shoulder): 7' minimum. Center of RR mast to edge of pavement (no shoulder): 9'-3" minimum. NOTE: Final location determined by the railroad company.
- Q: Gate length: 28' or less typical, but railroad company may allow up to 32' under special circumstances.
- R: Stop line to first RR Crossing transverse line (bike lane): 50' typical.
- S: Stop line to GRADE CROSSING ADVANCE WARNING (W10-1) sign and adjacent RR Crossing pavement markings. See Table 1. See RCD(2) for other signs.

#### GENERAL NOTES

- 1. Medians and curbs must be non-traversable to qualify as a Quiet Zone Supplementary Safety Measure (SSM). Non-traversable curbs in Quiet Zones are 6" tall minimum and used on roadways where speed does not exceed 40 mph.
- 2. Raised pavement markers may be used to supplement striping. See PM(2) and PM(3) standard sheets.
- 3. Medians preferred whenever possible to prevent vehicles from driving around gates.
- 4. Longitudinal edge striping may be continued thru crossing as needed. Illumination may also be considered for nighttime visibility.
- 5. See SMD standard sheets for sign mounting details.
- 6. See the Standard Highway Sign Design for Texas (SHSD) manual for sign and pavement marking details.

Texas Department of Transportation



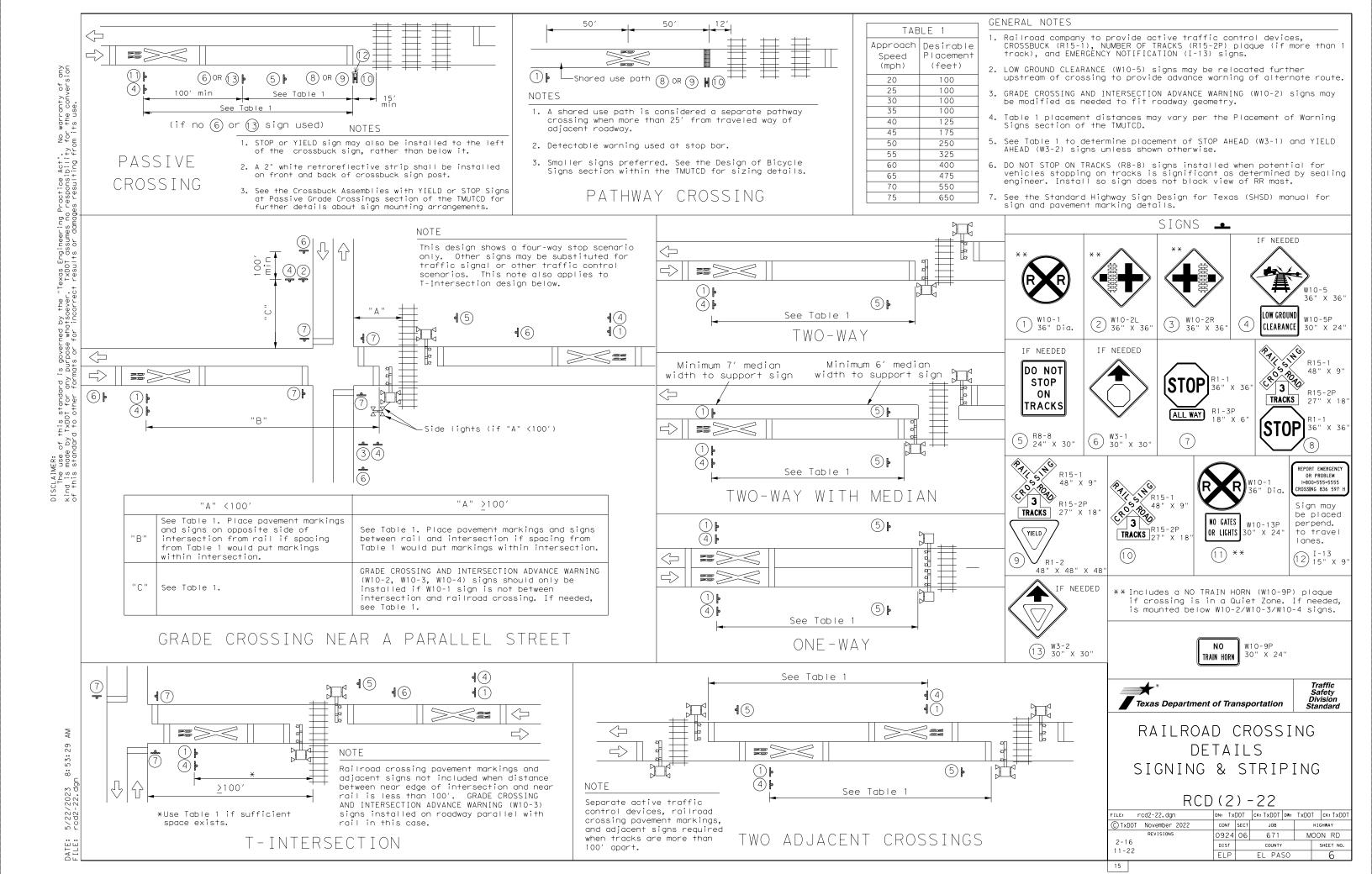
RAILROAD CROSSING DETAILS SIGNING, STRIPING, AND DEVICE PLACEMENT

Traffic Safety Division Standard

FILE: rcd1-22.dgn		DOT	ck: TxDOT	DW:	TxDOT	ck: TxDOT
© TxDOT November 2022	CONT	SECT	JOB		H1	GHWAY
REVISIONS	0924	06	671		MO	ON RD
2-16 11-22	DIST		COUNTY			SHEET NO.
11-22	ELP	EL PASO			5	

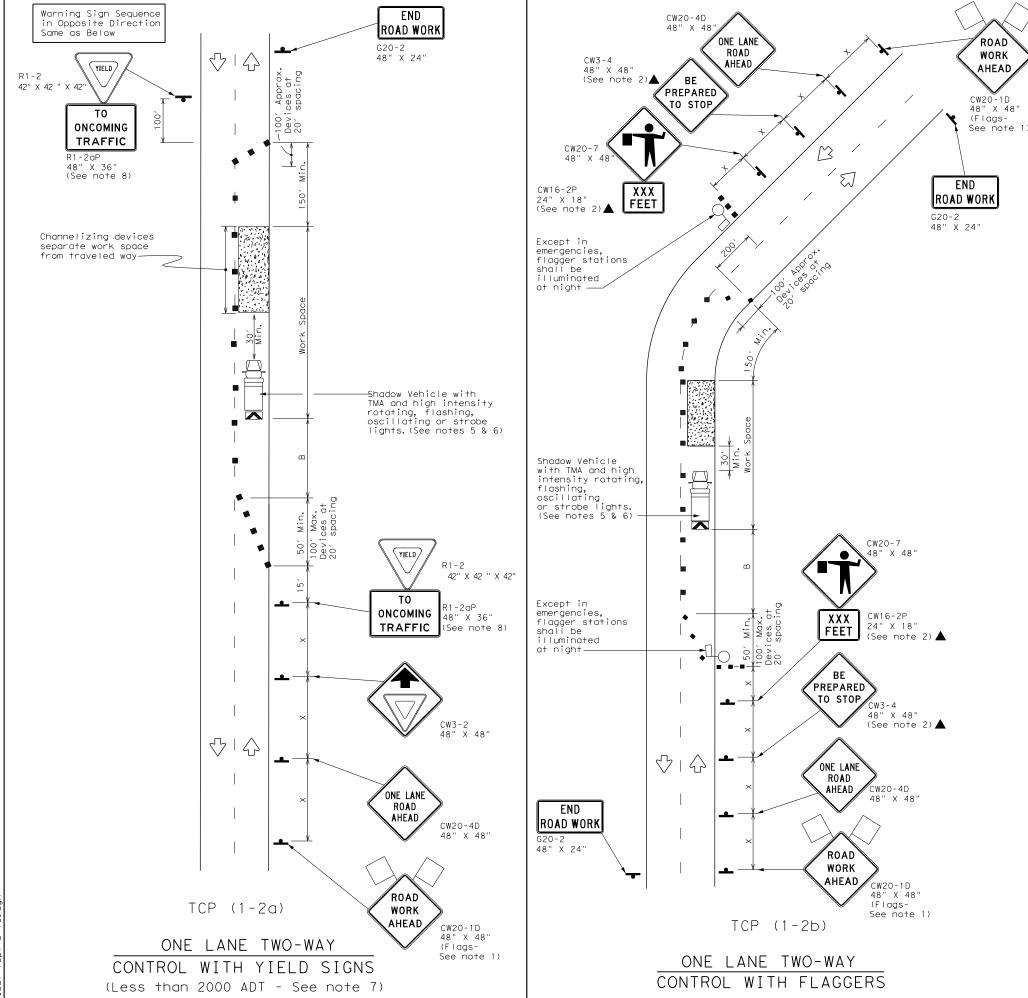
RCD(1) - 22

CROSSING SURFACE CROSS SECTION





Α



	LEGEND						
	Type 3 Barricade		Channelizing Devices				
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)				
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)				
•	Sign	$\Diamond$	Traffic Flow				
$\bigcirc$	Flag	Lo	Flagger				

Posted Speed	Formula	D	Minimur esirab er Lend **	le	Spacir Channe	Suggested Maximum Spacing of Channelizing Devices		Suggested Longitudinal Buffer Space	Stopping Sight Distance
<b>*</b>		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	"X" Distance	"B"	
30		150′	165′	180′	30′	60′	120′	90′	200′
35	L = WS	205′	225′	245′	35′	70′	160′	120′	250′
40	00	265′	295′	320′	40′	80′	240′	155′	305′
45		450′	495′	540′	45′	90′	320′	195′	360′
50		500′	550′	600′	50′	100′	400′	240′	425′
55	L=WS	550′	605′	660′	55′	110′	500′	295′	495′
60	_ "3	600′	660′	720′	60′	120′	600′	350′	570′
65		650′	715′	780′	65′	130′	700′	410′	645′
70		700′	770′	840′	70′	140′	800′	475′	730′
75		750′	825′	900′	75′	150′	900′	540′	820′

\* Conventional Roads Only

\*\* Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

	TYPICAL USAGE					
MOBILE SHORT SHORT TERM INTERMEDIATE LONG TER DURATION STATIONARY TERM STATIONARY STATIONARY						
	1	1				

#### GENERAL NOTES

- 1. Flags attached to signs where shown are REQUIRED.
- 2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- 4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
  5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet
- in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- 6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

#### TCP (1-2a)

- 7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- 8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

#### TCP (1-2b)

- 9. Flaggers should use two-way radios or other methods of communication to control traffic.
- 10. Length of work space should be based on the ability of flaggers to communicate.11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger
- and a queue of stopped vehicles (see table above).

  12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- 13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:		CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB		HIGHWAY
REVISIONS 4-90 4-98	0924	06	671	M	IOON RD
2-94 2-12	DIST		COUNTY	•	SHEET NO.
1-97 2-18	ELP		EL PAS	SO	7

152

# EXHIBIT B TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

## **SECTION 1. CONDITIONS AND COVENANTS**

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.
- E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

### **SECTION 2. CONSTRUCTION OF ROADWAY**

- A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.
- D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

#### **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

# SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

### **SECTION 5. MAINTENANCE AND REPAIRS**

- A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.
- B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

# **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

# **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

# SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

- A. <u>Definitions</u>. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.
- B. Entry on to Railroad's Property by Political Body. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

# C. Flagging.

- If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

- Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements. Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.
- **Compliance With Laws**. The Political Body shall comply with all applicable D. federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

- E. <u>No Interference or Delays</u>. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. <u>Supervision</u>. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.
- G. <u>Suspension of Work</u>. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. Removal of Debris. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. <u>Explosives</u>. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

- J. <u>Excavation</u>. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. <u>Drainage</u>. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.
- L. <u>Notice</u>. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.
- M. <u>Fiber Optic Cables</u>. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

# **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

# **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

## SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

## SECTION 12. REMEDIES FOR BREACH OR NONUSE

- A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.
- C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

# SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

#### **EXHIBIT C**

TO

# PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered in by and between UNION PACIFIC RAILRO	o as of theday of, DAD COMPANY, a Delaware corporation ("Railroad"); and
	, a corporation
("Contractor").	
RECITALS:	
Contractor has been hired by	to
perform work relating to	(the "Work") i property of Railroad in the vicinity of Railroad's Milepost
on Railroad's	[Subdivision or Branch] [at or near DOT No.
located at or near	inCounty, State of,
as such location is in the general location shown on	the print marked Exhibit A, attached hereto and hereby
made a part hereof, which Work is the subject of a	contract datedbetween Railroad
and	
Railroad is willing to permit Contractor to per	form the Work described above at the location described
above subject to the terms and conditions contained	
ACDEEMENT.	

#### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

#### ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

#### ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

#### ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

	A. actor (in ment.	Contractor shall bear any and all costs and expenses associated with any Work performed by cluding without limitation any CIC), or any costs or expenses incurred by Railroad relating to this
duly a	B. authorize	Contractor shall coordinate all of its Work with the following Railroad representative or his or hered representative (the "Railroad Representative"):
<b>B</b> . The shall is or by Repre	ne respo not be le Railroad	Contractor, at its own expense, shall adequately police and supervise all Work to be performed and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of <b>Exhibit</b> insibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work seened or otherwise affected by Railroad's approval of plans and specifications involving the Work, d's collaboration in performance of any Work, or by the presence at the Work site of a Railroad re, or by compliance by Contractor with any requests or recommendations made by Railroad re.
ARTI	CLE 5 -	SCHEDULE OF WORK ON A MONTHLY BASIS.
and c	ad Repo	ontractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the resentative named in Article 4B above. The reports shall start at the execution of this agreement until this agreement is terminated as provided in this agreement or until the Contractor has Work on Railroad's property.

#### **ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until\_\_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.
- B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

## ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.
- B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
  - C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under Exhibit B.

- D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.
- E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company	1
[Insert mailing address]	-
Attn:	-
Proiect No. 0792529	•

#### **ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

#### ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

#### ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

#### ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

# **ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

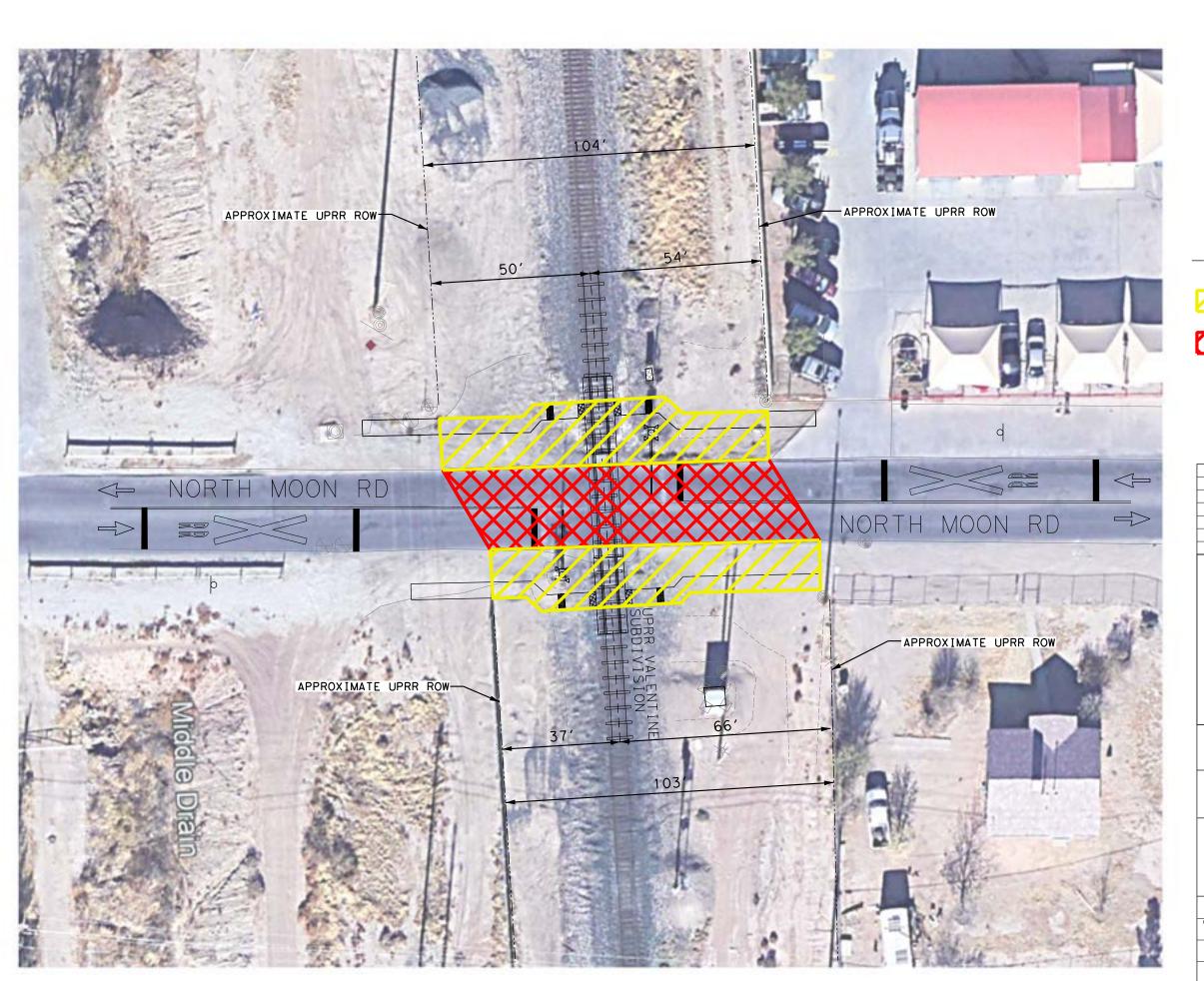
UNION P	ACIFIC RAILROAD COMPANY
Ву:	
Title:	
	(Name of Contractor)
Ву:	
Name:	
Title:	
Phone:	
E-Mail:	

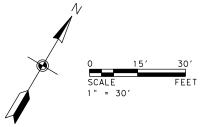
# EXHIBIT A TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.









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UPRR ROW OUTLINE



SIDEWALK CROSSING AREA = 3552.15 SF = 0.082 ACRES



ROADWAY CROSSING AREA = 2616.53 SF = 0.060 ACRES

TOTAL CROSSING AREA = 6168.68 SF = 0.142 ACRES

NO.	REVISIONS	BY	DATE

TEXAS REGISTERED ENGINEERING FIRM F-3557

# **TR**ANSYSTEMS

2777 ALLEN PARKWAY, SUITE 500 HOUSTON, TX 77019 (713) 807-0600



# NORTH MOON RD ROADWAY FOOT PRINT EXHIBIT

SCALE: 1" = 30'				
DESIGN SGK	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	6	SEE TITLE SHEET		MOON RD
VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	ELP	EL PASO	
SGK	CONTROL	SECTION	JOB	1
ВМО	0924	06	671	'

# EXHIBIT B TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.
- B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.
- C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.
- D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.
- E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.
- F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given. Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

#### Section 2. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED</u>

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

#### Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

#### Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

#### Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

#### Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

#### Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\_pdf\_nativedocs/pdf\_up\_supplier\_safety\_req.pdf

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

#### Section 8. <u>INDEMNITY</u>.

- A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.
- B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.
- C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.
  - D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

#### Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

#### Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

#### Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

#### Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

# EXHIBIT C TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### Union Pacific Railroad Company Insurance Requirements For Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

**A.** <u>Commercial General Liability</u> insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.
- **B.** Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement Hazardous materials clean up (MCS-90) if required by law.
- **C.** <u>Workers' Compensation and Employers' Liability</u> insurance. Coverage must include but not be limited to:
  - Contractor's statutory liability under the workers' compensation laws of the state where the Work
    is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D.** Railroad Protective Liability insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- **E.** <u>Umbrella or Excess</u> insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- **F.** Pollution Liability insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- **H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- **J.** Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- **K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**Ruben Reyes** Representative At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

**DATE:** January 17, 2024

TO: Mayor & Council

CC: Adriana Rodarte, City Manager

FROM: Lorrine Quimiro, City Planner Development Director

SUBJECT: Discussion and action to approve Resolution 783 authorizing Mayor to sign the agreement between the State of Texas and the City of Socorro, for maintenance, control, supervision, and regulation of state highways in the City of Socorro and entered through a Municipal Maintenance Agreement.

#### **SUMMARY**

The Texas Department of Transportation enters into Municipal Maintenance Agreements with cities throughout the state of Texas. Texas Transportation Code § 221.002 authorizes TxDOT to enter into an agreement with a city to fix responsibilities for maintenance, control, supervision, and regulation of state highways within the corporate limits of the city. TxDOT did not have an Municipal Maintenance Agreement with the City of Socorro.

#### **BACKGROUND**

The lack of an MMA with the City of Socorro was identified when the City Council requested staff look into the process of replacing the City Pride Signs. These signs are at the entrances to the City along major thoroughfares. TxDOT requested that the City enter into the Municipal Maintenance Agreement before proceeding with the application to the City Pride Sign Program to coordinate the design and replacement of these signs.

#### STATEMENT OF THE ISSUE

City Council needs to authorize the Mayor sign the Municipal Maintenance Agreements in order for staff to continue with the process of replacing the City Pride Signsrelation to the Railroad Federal Signal Program Improvements on behalf of the City of Socorro.

#### **FINANCIAL IMPACT**

None

#### **ALTERNATIVE**

Denial

#### STAFF RECOMMENDATION

Approval

Ruben Reyes Representative At Large

Cesar Nevarez District 1



Alejandro Garcia District 2/ Mayor Pro Tem

> Rudy Cruz, Jr. District 3

Yvonne Colon-Villalobos District 4

> Adriana Rodarte City Manager

#### **RESOLUTION 783**

A RESOLUTION AUTHORIZING MAYOR TO SIGN THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SOCORRO, FOR MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF STATE HIGHWAYS IN THE CITY OF SOCORRO AND ENTERED THROUGH A MUNICIPAL MAINTENANCE AGREEMENT.

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

That certain agreement between the State of Texas and the City of Socorro, for the maintenance, control, and supervision, and regulation of state highways in the City of Socorro is hereby approved; and that Ivy Avalos, Mayor is hereby authorized to execute said agreement on behalf of the City of Socorro and to transmit the same to the State of Texas for appropriate action.

<b>READ, APPROVED AND ADOPTED</b> this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	
James A. Martinez Socorro City Attorney	

Ruben Reyes
Representative
At Large

Cesar Nevarez
District 1



Alejandro Garcia District 2/ Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

A RESOLUTION AUTHORIZING MAYOR TO SIGN THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SOCORRO, FOR MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF STATE HIGHWAYS IN THE CITY OF SOCORRO AND ENTERED THROUGH A MUNICIPAL MAINTENANCE AGREEMENT.

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

That certain agreement between the State of Texas and the City of Socorro, for the maintenance, control, and supervision, and regulation of state highways in the City of Socorro is hereby approved; and that Ivy Avalos, Mayor is hereby authorized to execute said agreement on behalf of the City of Socorro and to transmit the same to the State of Texas for appropriate action.

<b>READ, APPROVED AND ADOPTED</b> this	day of 2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
James A. Martinez Socorro City Attorney	Adriana Rodarte, City Manager



#### MUNICIPAL MAINTENANCE AGREEMENT

This Municipal N	Maintenance /	\greement ("Agreement") is made	e this day of
	20_24	1_, by and between the State of 1	Fexas through the
Texas Departme	ent of Transpo	ortation ("State"), and the City of _	Socorro
(population authorized office		, 2020, latest Federal Census)	acting by and through its duly

#### RECITALS

- A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and
- B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and
- C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and
- D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

#### ARTICLE I. COVERAGE

- State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
- 2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

- This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as Exhibit A.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as Exhibit B.
- 4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
- 5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
- **6.** The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

#### ARTICLE II. GENERAL CONDITIONS

- 1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
- 2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
- 3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

- 4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
- 5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
  - At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
  - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
  - **C.** Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
  - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
- 6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
  - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
  - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
  - A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
  - B. Attached as Exhibit D is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

- 11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
- 12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
- 13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
- 14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
- **15.** The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
- 16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

#### ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

#### 1. State's Responsibilities (Non-Controlled Access)

A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the rightof-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### 2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- **C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

#### ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

#### 1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- **C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

#### 2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- **D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- **G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

#### ARTICLE V. TERMINATION

- All obligations of the State to maintain and operate a State highway covered by this
  agreement shall terminate if and when such highway ceases to be designated as part of
  the State highway system.
- 2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- Upon termination, all maintenance and operation duties on non-controlled access State
  highways shall revert to City responsibilities, except that the State shall retain all
  maintenance and operation responsibilities on controlled access State highways.

City of Socorro	State of Texas		
Signature	TxDOT District Engineer		
Ivy Avalos	Tomas Trevino		
Name	Name		
Mayor			
Title			
Date	Date		

#### MUNICIPAL MAINTENANCE AGREEMENT CITY OF SOCORRO, EL PASO COUNTY NON-CONTROLLED ACCESS HIGHWAYS

#### "EXIHIBIT A"

Farm to Market 258 (Socorro Road): North City Limits (0.05 miles South of Peaceful Valley Circle) to the South City Limits (0.10 miles South of Glorietta Road).

**State Highway 20 (Alameda Avenue):** North City Limits (0.009 mi South of Nevarez Road) to the South City Limits (0.05 miles North of Skov Road).

**Farm to Market 76 (North Loop Drive):** North City Limits (0.11miles North of Inglewood Drive) to the South City Limits (0.003 miles North of Anderson Road).

**Farm to Market 1281 (Horizon Boulevard):** East City Limit (.05 miles East of Gateway Boulevard East) to Farm to Market 76 (North Loop Drive)

**Farm to Market 1110:** West City Limits (0.63 miles East of Farm to Market 76 (North Loop Drive)) to the East City Limits (0.14 miles East of Gateway Boulevard West).

**Gateway Boulevard East:** North City Limits (Indio) to South City Limits (0.06 miles South of Visa Drive) and North City Limits (.44 miles south of Timothy Drive) to the South City Limits (.06 miles south of Farm to Market 1110)

**Gateway Boulevard East:** North City Limits (0.48 miles south of Timothy Drive) to the South City Limits (0.06 miles south of Farm to Darrington Road)

#### MUNICIPAL MAINTENANCE AGREEMENT CITY OF SOCORRO, EL PASO COUNTY CONTROLLED ACCESS HIGHWAYS

#### "EXIHIBIT B"

**INTERSTATE HIGHWAY 10 EAST BOUND:** North City Limits (Indio) to South City Limits (0.06 miles South of Visa Drive) and North City Limits (.44 miles south of Timothy Drive) to the South City Limits (.06 miles south of Farm to Market 1110)

**INTERSTATE HIGHWAY 10 WEST BOUND:** North City Limits (0.48 miles south of Timothy Drive) to the South City Limits (0.06 miles south of Farm to Darrington Road)



# XDOT MUNICIPAL MAINTENANCE AGREEMENT

City Council Meeting January 25, 2024



### **TXDOT MUNICIPAL MAINTENANCE AGREEMENT**

<u>SUMMARY OF REQUEST</u>: To approve a resolution authorizing Mayor to sign the agreement between the State of Texas and the City of Socorro, for maintenance, control, supervision, and regulation of state highways in the City of Socorro.

#### **BACKGROUND:**

- City Council directed staff to replace "all of the 2009 Texas State Champions Socorro High School Baseball Signs due to age and damage."
- Signs fall under TxDOT City Pride Signs Program.
- A Municipal Maintenance Agreement (MMA) needs to be approved prior to TXDOT signing City Pride Agreement.
- City Pride Agreement will come to City Council for approval at a future meeting.
- Requires City Council Resolution.

#### **RECOMMENDATION:**

• Planning & Zoning Staff recommends APPROVAL.



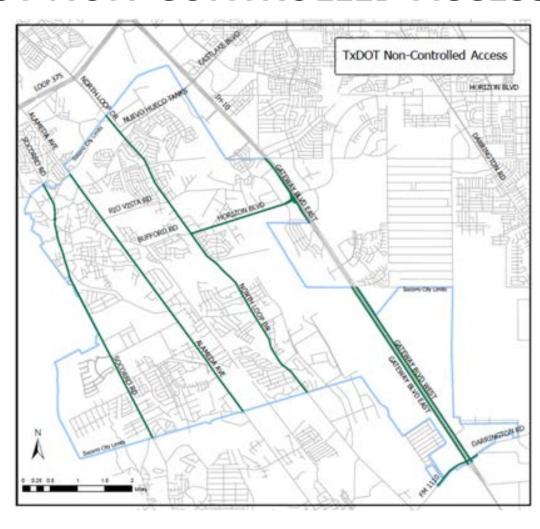
## TXDOT MMA ITEMS

#### **GENERAL CONDITIONS**

- APPLY TO BOTH NON-CONTROLLED AND CONTROLLED ROADS (I-10)
- This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City.
- The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads
- The City shall install and maintain all street name signs except for those mounted on Statemaintained traffic signal poles or arms or special advance street name signs on State rightof-way.
- The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State.

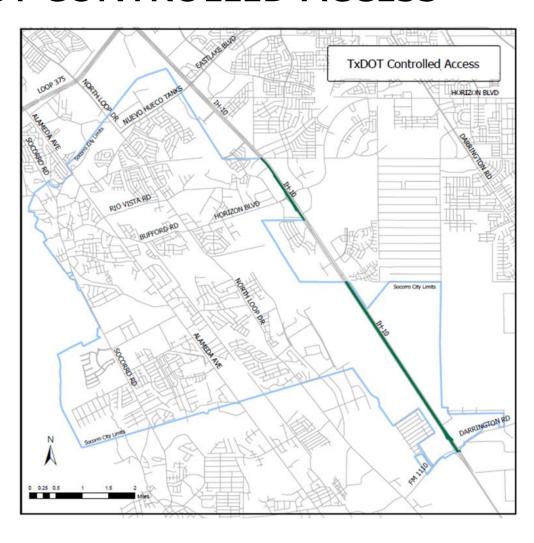


# **TxDOT NON-CONTROLLED ACCESS**





# **TxDOT CONTROLLED ACCESS**

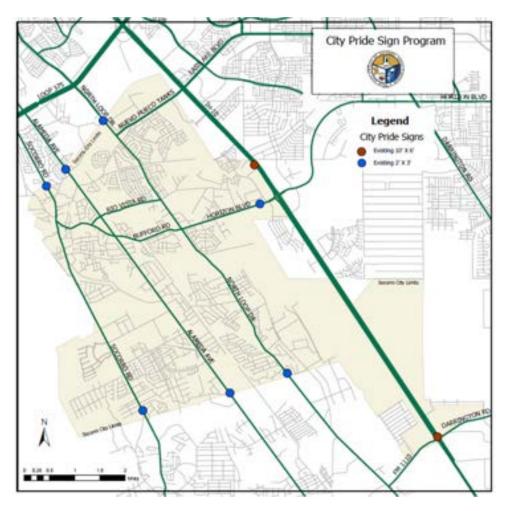




# **Original Sign Locations**

#### **TXDOT RIGHTS OF WAY:**

- NORTH LOOP ROAD
- ALAMEDA AVENUE
- SOCORRO ROAD
- HORIZON BOULEVARD (from Gateway Blvd E. to North Loop)
- INTERSTATE-10





# **TXDOT MMA/Pride Signs**

#### **NEXT STEPS**

- EXECUTE AGREEMENT—FINALIZE SIGNATURES
- February: BRING TO COUNCIL THE CITY PRIDE AGREEMENT
- MARCH: FINALIZE DESIGN OF SIGNS / COORDINATE WITH TXDOT
- MAY-JUNE: INSTALL SIGNS

Ruben Reyes
At Large

Cesar Nevarez
District 1



**Alejandro Garcia**District 2 /Mayor ProTem

Rudy Cruz, Jr.
District 3 / Mayor ProTem

Yvonne Colon-Villalobos

District 4

Adriana Rodarte
City Manager

**DATE:** January 18, 2024

TO: Mayor & Council

CC: Adriana Rodarte, City Manager

FROM: Lorrine Quimiro, City Planner Development Director

SUBJECT: DISCUSSION AND ACTION TO APPROVE A RESOLUTION GRANTING AN EXTENTION OF THE VALLE NUEVO PRELIMINARY PLAT PER CH. 38 – SUBDIVISIONS - ARTICLE I. SEC. 38-8.7.

#### **SUMMARY**

The Valle Nuevo Unit One subdivision was approved by City Council on January 20, 2022. Under the Subdivision Code the preliminary plat is effective for two years unless extended by the City Council. An extension shall only be granted based on a finding that the delay was unavoidable and that the extension is in the public interest.

#### **BACKGROUND**

The applicant's representative has submitted the Final Plat and did request the extension prior to its expiration. The reason for the plat extension request is due to the lengthy construction time frames and the extensive coordination and lead times for the lift station items, coordination with the El Paso County Water Irrigation District #1, and permitting, TxDOT permitting has taken longer than expected. In addition, they were not aware of the City's change in having subdivision plats being introduced and then 2 weeks later action is taken which is different from the Local Government Code. The subdivision is in the final stages of completion and is expected to start paving.

#### STATEMENT OF THE ISSUE

City Council approval of a preliminary plat is effective for two years unless extended by the City Council. An extension shall only be granted based on a finding that the delay was unavoidable and that the extension is in the public interest.

**FINANCIAL IMPACT**: None

**ALTERNATIVE:** Deny

**NO APPROVE:** 

**STAFF RECOMMENDATION:** Staff Recommends Approval.



Ruben Reyes
Representative
At Large

Cesar Nevarez
District 1

Socorro City Attorney



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3 / Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

#### **RESOLUTION 784**

A RESOLUTION APPROVING THE EXTENSION OF THE PRELIMINARY PLAT FOR VALLE NUEVO UNIT ONE SUBDIVISION BEING A PORTION OF TRACTS 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, AND 6C, BLOCK 5, SOCORRO GRANT, SOCORRO, TEXAS.

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

That the property, Valle Nuevo Unit One Subdivision, being a portion of Tracts 1B, 1B1, 1C, 1C1, 1D, 1D3, 1H, 2A, 2C1, 4A2B, 4B1, 4B2, 4C, 6A, 6B, and 6C, Block 5, Socorro Grant, Socorro, Texas has been granted approval of an extension of the Preliminary Plat as per the Subdivision Ordinance of the City of Socorro.

READ, APPROVED AND ADOPTED this	day of2024.
	CITY OF SOCORRO, TEXAS
ATTEST:	Ivy Avalos, Mayor
Olivia Navarro, City Clerk	
APPROVED AS TO FORM:	
James A. Martinez	

Ruben Reyes
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 / Mayor Pro-Tem

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

**DATE:** January 18, 2023

TO: MAYOR AND CITY COUNCIL

CC: Adriana Rodarte, City Manager

FROM: Lorrine Quimiro, City Planner Development Director

#### **SUBJECT**:

Discussion and action to approve Construction Contract Change Order Numbers two, three, and four for the Passmore Shared Use Project (CCSJ:0924-06-604) under Contract No. 22-07-01 with Huitt-Zollars, Inc., Added by change order #2 \$3,010.37, added by change order #3 \$9,586.73, added by change order #4 \$734.44

#### **SUMMARY**

Change order #2 addresses the path median install3ed at 141 Passmore which make turning into the driveway difficult and the cars are hitting the curb. The work will tamper both sides of the median at a 30 degree angle to provide access to driveway.

Change order #3 addresses the work the Contractor had to replace due to the El Paso County Water Improvement District #1 stopping work and not allowing the Contractor to place the footing.

Change order #4 addresses quantities for pavement markings that were insufficient.

#### STATEMENT OF THE ISSUE

These change orders are presented for your consideration and would assist in the timely completion of the Passmore Shared Use Project.

This chage orders will result in an increase of \$13,331.54 to the project cost.

Please see the Construction Contract Change Orders included in the backup.

#### FINANCIAL IMPACT

Account Code (GF/GL/Dept): CO19

Funding Source: CO19		
<b>Amount:</b> \$13,331.54		
Quotes (Name/Commodity/Price): N/A		
Co-op Agreement (Name/Contract#): N	N/A	
ALTERNATIVE		
ALIEMATIVE		
Not approve		
STAFF RECOMMENDATION		
APPROVE – Staff recommends approva	l of the change orders.	
zwizzona sppro-	2 01 <b>1110 0111111</b> 80 01 <b>00</b> 101	
REQUIRED AUTHORIZATION		
REQUIRED AUTHORIZATION		
	_	
1. City Manager	Date	_
2. CFO	Date	
3. Attorney	Date	

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#### **CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2**

1. CONTRACTOR: Allen Concrete			CCSJ:	0924-06-604	
2. Change Order Work Limits: Sta. 104+75	to Sta		Project:	Passmore SUP	
3. Type of Change (on federal-aid non-exempt pr	rojects): Minor	(Major/Minor)	Highway:	CS-Passmore	
4. Describe the change and the reason for the ch	ange order. When neco	essary, include	County:	El Paso	
exceptions to this agreement.			District:	El Paso	
The median installed at 141 Passmore make the cars are hitting the curb. This work will t degree angle to provide access to driveway.	tamper both sides of t		Contract Number:		
5. New or revised plan sheet(s) are attached and	numbered: N/A				
Each signatory hereby warrants that each has t		e this Change Order.			
By signing this change order, the contractor agrees to waive		The following inform	nation must be	e provided	
claims for additional compensation due to any and all other additional changes for time, overhead and profit; or loss of o as a result of this change. Further, the contractor agrees tha	compensation	Time Ext. #: 1	_ Days adde	d on this C.O.: 3	
is made in accordance with Item 4 and the Contract. Except noted in the response for #5 above.		Amt. added by this	Amt. added by this change order: 3010.37		
		For TxDOT use or	nly:		
THE CONTRACTOR Date	te	Days participating:			
Ву		Amount participatir	ng:		
Typed/Printed Name		- Signature		Date	
Typed/Printed Title				Date	
		Name/Title			
RECOMMENDED FOR EXECUTION:					
Name/Title	Date	Name/Title  ☐ APPROVED	REQ	Date UEST APPROVAL	
Name/Title	Date	Name/Title  APPROVED	☐ REQ	Date UEST APPROVAL	
Name/Title	Date	Name/Title  APPROVED	REQ	Date UEST APPROVAL	
Name/Title  Engineer's Seal:	Date	Name/Title  APPROVED		Date	

# **CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2**

Estimated Cost: \$ 3010.37

TABLE A: Force Account Work and Materials Placed into Stock

USIC 4 3010.37

**CCSJ:** 0924-06-604

Paid by Invoice? ( 🛚 Yes 🔃 No )

3,010.37 3,010.37 OVERRUN/ UNDERRUN HOURLY RATE 3,010.37 3,010.37 ITEM COST NEW 1.00 QUANTITY EQUIPMENT 0.00 0.00 ITEM COST ORIGINAL + PREVIOUSLY REVISED 0.00 QUANTITY 3,010.37 HOURLY RATE UNIT PRICE P TOTALS Saw-cut Median and refinish DESCRIPTION LABOR TABLE B: Contract Items ITEM

TABLE B: Contract Items (Continued)

ccsJ: 0924-06-604

	OVERRUN/ UNDERRUN																3,010.37	3,010.37	
<b>A</b>	ITEM COST																3,010.37	3,010.37	
NEW	QUANTITY																		
PREVIOUSLY ISED	ITEM COST																00:00	0.00	
ORIGINAL + PREVIOUSLY REVISED	QUANTITY																		
	UNIT PRICE																work sheet:		
	LIND																f the previous	ALS .	
	DESCRIPTION																The "Totals" from Table B of the previous work sheet:	TOTALS	
	ITEM																		

TXDOT Form 2146-L TAB (Rev. 10/11) Page 2 of 2

# **Change Request Proposal**

03/20/23

Project: 2022-38 / Passmore Rd (name and address) Passmore Rd Socorro, TX 79927

Customer: City of Socorro

Change request number:

Description:

Saw cut concrete median at 45 deg. angle and haul off concrete debris and Finish saw/cut

surface with ardex concrete finisher, (31 Driveways approx.)

1002

Status: Proposed Origination date: 04/28/23

Notice to Proceed

Submitted date: Received date:

Rough order of magnitude: 0.00

Quotation

Submitted date:
Due date:

Submitted amount: 3,010.37

Requested days delay: 3

Notes

### SCOPE OF WORK

- Saw/Cut concrete medium at a 45 deg. angle
- Haul off concrete debris
- Finish Saw/cut Surface with Ardex Concrete Finisher

### Revenue Detail

Billing Item	Description		Revenue
СО	Saw cut median at 45 deg. angl	1.00	3,010.37
		Total Revenue:	3,010.37

### **Contractor Pricing**

Phase Code / I	Description	Co	st Type	Quantity UM	Amount
2010	Demolition	1L	Labor	1.00	1,090.56
2010	Demolition	4E	Equipment Owned	1.00	1,377.16
2010	Demolition	3M	Material	1.00	150.00
			Contractor Pricing Tota	d:	2,617.72
			Total:		2,617.72
			Mark-up:		392.65
			<b>Total Contractor Price</b>	for CR 1002	3,010.37

Approvals							
Customer: City of Socorro	Contractor: Allen Concrete, LLC						
Authorized Representative:							
Ву:	Ву:						
Date:	Date:						

Print Date: 04/28/23 Page 1 of 1



By Signature and Title

Project:	Passmore Rd Shared Use	Path			Δη	ril 28	3, 2023
Address:	r assimore na snarea osc	-		Duration:		3 Da	
County				Duration.		3 00	143
•	Carril Cuta and and the	1. 45 - 1		£	hair and Fini		
Description:	Saw/Cut concrete media with ardex concrete finis		and naul of	T concrete de	ebris and Finis	sn sa	w/cut surrace
LABOR		HOU	JRS	R	ate		Amount
Classification	Crew	Reg	ОТ	Reg	ОТ		
Demolition							
Common Labor	2	32		\$13.00		\$	416.0
Operator	1	16		\$16.00		\$	256.0
Fruck Driver	1	12		\$15.00		\$	180.0
				<b></b>		Ť	
						\$	_
				+			
						\$	
						\$	-
				Sub-To	tal Labor	\$	852.0
EQUIPMENT							
Description		QTY	U/M	HOURS	Rate	1	Amount
Concrete Saw		3	Day		\$83.00	\$	249.0
Skid Steer		2	Day	1	\$310.00	\$	620.0
Tandum Dump Tru	ıck	2	Day	+	\$201.60	\$	403.2
randum bump mu	ICK	2	Day	+	\$201.00	٦	403.2
				Sub-Total	Equipment	\$	1,2,2.2
MATERIAL				Sub-Total	Equipment	, 	1,272.2
			UNIT	QTY	Rate		Amount
Description	nish Gray (10 lbs Bags)				Rate		Amount
Description	nish Gray (10 lbs Bags)		<b>UNIT</b> Bags	QTY		\$	Amount
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$	Amount
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$ \$ \$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$ \$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY	Rate	\$ \$ \$ \$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY 3	<b>Rate</b> \$50.00	\$ \$ \$ \$ \$ \$	Amount 150.0
Description	nish Gray (10 lbs Bags)			QTY 3	Rate	\$ \$ \$ \$ \$	Amount 150.0
Description  Ardex Concrete Fire  SUBCONTRACTOR				QTY 3	<b>Rate</b> \$50.00	\$ \$ \$ \$ \$ \$	Amount 150.0 150.0
Description  Ardex Concrete Fire  SUBCONTRACTOR				QTY 3	<b>Rate</b> \$50.00	\$ \$ \$ \$ \$ \$	Amount 150.0 150.0 Amount
Description  Ardex Concrete Fire  SUBCONTRACTOR				QTY 3 Sub-Tota	<b>Rate</b> \$50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount 150.0 150.0 Amount
Description  Ardex Concrete Fire  SUBCONTRACTOR		ENSATION		QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount 150.0
Description  Ardex Concrete Fire  SUBCONTRACTOR  Name/Description		ENSATION 28%		QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0 Amount
Description  Ardex Concrete Fire  SUBCONTRACTOR  Name/Description  Burden Compensti	COMPE ion on Direct Labor			QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0 Amount
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials	28% 0%		QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount \$0 Amount 238.5
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%		QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0 Amount
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0%	Bags	QTY 3 Sub-Total S	Rate \$50.00	\$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Tota	Rate \$50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9 - 343.5
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Total S	Rate \$50.00 al Material ubcontractor	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9 - 343.5
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Total S	Rate \$50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9 - 343.5
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Total S	Rate \$50.00 al Material ubcontractor	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9 - 343.5
SUBCONTRACTOR Name/Description  Burden Compensti Compensation on	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Total S	Rate \$50.00 al Material ubcontractor sum-Total l/Profit (15%)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.9 - 343.5
SUBCONTRACTOR Name/Description Compensation on Compensation on o	COMPE ion on Direct Labor Materials Equipment on Subcontractor	28% 0% 8.25%	Bags	QTY 3 Sub-Total S Sub-Total Con	Rate \$50.00  Al Material  ubcontractor  sum-Total H/Profit (15%) Sum-Total	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.5 - 343.5
SUBCONTRACTOR Name/Description Compensation on Compensation on Compensation on O	COMPE ion on Direct Labor Materials Equipment	28% 0% 8.25%	Bags	QTY 3 Sub-Total S Sub-Total Con	Rate \$50.00 al Material ubcontractor sum-Total l/Profit (15%)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount  150.0  150.0  Amount  \$0  Amount  238.5 - 104.5 - 343.5

By Signature and Title

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## **CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3**

1. CONTRACTOR: Allen Concrete				CCSJ:	0924-06-604
2. Change Order Work Limits: Sta. 37+00	to S	ta. <u>38+00</u>		Project:	Passmore SUP
3. Type of Change (on federal-aid non-exempt p	orojects): M	linor	(Major/Minor)	Highway:	CS-Passmore
4. Describe the change and the reason for the cl	hange order. Wh	en necessa	ry, include	County:	El Paso
exceptions to this agreement.	tings for the nee	doctrian h	idae at CTA	District:	El Paso
While the Contractor was installing the foo Franklin Feeder, the El Paso County Water I early and did not allow the Contractor to pi the Contractor replace the concrete riprap installation of the footing until the end of it covers the replacement of the concrete rip	mprovement Di lace the footing. in the channel a rrigation season.	strict #1 st . The EPC\ .nd postpo . This cha	copped work WID #1, made one the	Contract Number:	
5. New or revised plan sheet(s) are attached and	$\frac{N}{I}$ numbered:	4			
Each signatory hereby warrants that each has			s Change Order.		
By signing this change order, the contractor agrees to wain claims for additional compensation due to any and all other	,		The following inform	ation must be	provided
additional changes for time, overhead and profit; or loss of as a result of this change. Further, the contractor agrees th	f compensation at this agreement		Time Ext. #: 2	_ Days adde	d on this C.O.: 10
is made in accordance with Item 4 and the Contract. Excep noted in the response for #5 above.	tions should be		Amt. added by this	change orde	\$9,586.73
			For TxDOT use or	ıly:	
THE CONTRACTOR Da	ate		Days participating:		
Ву			Amount participating	g:	
Typed/Printed Name			Signature		Date
Typed/Printed Title			Oignature		Dute
			Name/Title		
RECOMMENDED FOR EXECUTION:			Tiel .		
Name/Title	Date	Na	me/Title APPROVED	REQU	Date JEST APPROVAL
Name/Title	Date		me/Tit <b>l</b> e		Date
		Ш	APPROVED	∐ REQI	JEST APPROVAL
Name/Title	Date		me/Title APPROVED	REQU	Date JEST APPROVAL
Name/Title	Date		me/Title		Date
Engineer's Seal:			APPROVED		

Estimated Cost: \$ 9,586.73

Paid by Invoice? ( 🛚 Yes 🔲 No )

**CCSJ:** 0924-06-604

9,586.73 9,586.73 OVERRUN/ UNDERRUN HOURLY RATE 9,586.73 9,586.73 **ITEM COST** NEW 1.00 QUANTITY EQUIPMENT 0.00 0.00 ITEM COST ORIGINAL + PREVIOUSLY REVISED 0.00 QUANTITY 9,586.73 HOURLY RATE UNIT PRICE TABLE A: Force Account Work and Materials Placed into Stock Concrete Riprap in the Franklin Fee LS TOTALS DESCRIPTION LABOR TABLE B: Contract Items TEM

TABLE B: Contract Items (Continued)

**CCSJ:** 0924-06-604

## **Change Request Proposal**

2022-38 / Passmore Rd Project: Passmore Rd (name and address) Socorro, TX 79927

Customer: City of Socorro Change request number:

Description:

1003

Saw/cut channel rip rap, form, install rebar and pour concrete footing, per LVWD direction to remove the reinforcing, concrete footing and

patch back concrete rip rap.

Notice to Proceed

Submitted date: Received date:

Rough order of magnitude: 0.00 Status: Proposed 05/18/23 Origination date:

Quotation

Submitted date: 05/18/23

Due date:

Submitted amount: 9,586.73 Requested days delay: 10

Notes

SCOPE OF WORK

- Saw/cut channel concrete rip rap
- Install forms for footing and Install rebar
- Pour and finish concrete for footings

\*\*Note: LVWD direction to remove the reinforcing, concrete footings and patch back the concrete rip rap.\*\*

### Revenue Detail

Billing Item	Description	Revenue	
CO	Demo Conc. Ftg-Install Conc. P	1.00	9,586.73
		Total Revenue:	9.586.73

### Contractor Pricing

Phase Code / D	Description	Cost Type	Quantity UM	Amount
2010	Demolition	1L Labor	1.00	890.88
2010	Demolition	5R Equipment Renta	1.00	1,639.77
5020	Slab	1L Labor	1.00	3,440.64
5020	Slab	3M Material	1.00	2,365.00

**Contractor Pricing Total:** 8,336.29

Total: 8,336.29 Mark-up: 1,250.44 9,586.73 **Total Contractor Price for CR 1003** 

### **Approvals** Customer: City of Socorro Contractor: Allen Concrete, LLC Authorized Representative: Date: \_

Date: \_\_

Print Date: 05/18/23 Page 1 of 1



DIRT & P.	AVING						
Project:	Passmore Shared Use Pa	th			N	/lay 18,	2023
Address:	-			Duration:			iys
County				_			•
,							
Description:	Saw/cut channel concret	e rip rap, for	m, install r	ebar and pour	concrete fo	ooting,	per
	LVWD Direction to remo						
			-	-			•
LABOR		HOU	JRS	Ra	te		Amount
Classification	Crew	Reg	ОТ	Reg	ОТ		
Demoltion						\$	-
Common Labor	1	24		\$13.00		\$	312.00
Operator	1	24		\$16.00		\$	384.00
Concrete							
Rod Busters	3	72		\$16.00		\$	1,152.00
Concrete Finishers	3	96		\$16.00		\$	1,536.00
				1 1			

EQUIPMENT					
Description	QTY	U/M	HOURS	Rate	Amount
Mini Excavator	1	EA		\$1,514.80	\$ 1,514.80
					\$ -

Sub-Total Equipment \$ 1,514.80

Sub-Total Labor

3,384.00

MATERIAL				
Description	UNIT	QTY	Rate	Amount
Concrete	CY	5	\$365.00	\$ 1,825.00
#5 Rebar	EA	30	\$18.00	\$ 540.00
				\$ -
_				\$ -

Sub-Total Material \$ 2,365.00

SUBCONTRACTOR	
Name/Description	Amount
	\$0.00

Sub-Total Subcontractor \$

	COMPENSATION	Amount
Burden Compenstion on Direct Labor	28%	\$ 947.52
Compensation on Materials	0%	\$ -
Compensation on Equipment	8%	\$ 124.97
Compenstion on on Subcontractor	0%	\$ -

Sub-Total Compensation \$ 1,072.49

 Sum-Total
 \$ 8,336.29

 OH/Profit (15%)
 \$ 1,250.44

 Total Amount
 \$ 9,586.73

Allen Contconcrete, LLC

CONTRACTOR OWNER

By Signature and Title By Signature and Title

Form 2146-L (Rev. 10/11) Page 1 of 1

## **CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4**

1. CONTRACTOR:	Allen Concrete				CCSJ:	0924-06-604
2. Change Order W	ork Limits: Sta. 45+00		_ to Sta. <u>48+10</u>		Project:	Passmore SUP
3. Type of Change	(on federal-aid non-exer	mpt projects):	Minor	(Major/Minor)	Highway:	CS-Passmore
	ange and the reason for	the change order	r. When necessa	ıry, include	County:	El Paso
exceptions to th	is agreement.				District:	El Paso
	items 50 through 54 c ings. This CO will add			tity for the	Contract Number:	
5. New or revised p	olan sheet(s) are attached	d and numbered	: N/A			
	ereby warrants that eacl			is Change Order.		
	e order, the contractor agrees			The following inform	nation must be	provided
additional changes fo as a result of this char	ompensation due to any and a r time, overhead and profit; or ige. Further, the contractor agi	loss of compensation rees that this agreem	ent	Time Ext. #:	_ Days adde	d on this C.O.: 0
is made in accordance noted in the response	e with Item 4 and the Contract. for #5 above.	. Exceptions should b	e	Amt. added by this	change orde	r: <u>734.44</u>
				For TxDOT use or	nly:	
THE CONTRAC	TOR	Date		Days participating:		
Ву				Amount participatir	ıg:	
Typed/Printed Na	ame			Signature		Date
Typed/Printed Ti	tle					
				Name/Tit <b>l</b> e		
	FOR EXECUTION:					
Name/Title		Date		me/Title APPROVED		Date UEST APPROVAL
						OLST AFFROVAL
Name/Title		Date		me/Tit <b>l</b> e APPROVED	☐ REQ	Date UEST APPROVAL
Name/Title		Date		ime/Title		Date
Name/ Hige		Date		APPROVED	☐ REQ	Date UEST APPROVAL
Name/Tit <b>l</b> e		Date	Na	ime/Title		Date
Engineer's Seal:			L	APPROVED		

Estimated Cost: 734.44

COSt. 7 57:77

ccsJ: 0924-06-604

249.26 109.18 103.98 176.40 95.62 Paid by Invoice? ( 🗡 Yes 🛚 🗌 No ) HOURLY RATE OVERRUN/ UNDERRUN 519.90 882.00 956.20 5,128.28 11,707.96 **ITEM COST** NEW 9,676.00 30.00 30.00 140.00 9,676.00 QUANTITY EQUIPMENT 705.60 5,019.10 11,458.70 415.92 860.58 ITEM COST ORIGINAL + PREVIOUSLY REVISED 9,470.00 24.00 24.00 126.00 9,470.00 QUANTITY 17.33 29.40 6.83 1.21 HOURLY RATE **UNIT PRICE** TABLE A: Force Account Work and Materials Placed into Stock **∐**NO ᅬ EA 느 出 REFL PAV MRKR TY II-A-A DESCRIPTION REFL PAV MRK TY 1 24" PAVEMENT SEALER 24" PAVEMENT SEALER 4" RE PM R/RET REQ TY I LABOR TABLE B: Contract Items 666-6224 666-6315 666-6230 666-6048 672-6009 TEM

TOTALS

734.44

19,194.34

18,459.90

TABLE B: Contract Items (Continued)

**CCSJ:** 0924-06-604

	OVERRUN/	UNDERKUN															734.44	734.44
M	TEM COST																19,194.34	19,194.34
	QUANTITY																	
ORIGINAL + PREVIOUSLY	ISED ITEM COST																18,459.90	18,459.90
ORIGINAL +	REV QUANTITY																	
	UNIT PRICE																s work sheet:	
	FIND																f the previous	ALS
	DESCRIPTION																The "Totals" from Table B of the previous work sheet:	TOTALS
	ITEM																	

TXDOT Form 2146-L TAB (Rev. 10/11) Page 2 of 2

# **Change Request Proposal**

2022-38 / Passmore Rd Project: (name and Passmore Rd Socorro, TX 79927 address)

Change request number: 1004

Description:

Additional quantities for striping

Customer: City of Socorro

Notice to Proceed

Submitted date: Received date:

Rough order of magnitude: 0.00

Quotation

Submitted date: 07/24/23

Due date:

Submitted amount: 734.44 0 Requested days delay:

Status: Proposed Origination date: 07/24/23

Revenue Detail

Bill	ling Group/Item	Description	Quantity <b>U</b>	JM Unit Price	Revenue
51	6666224	PAVEMENT SEALER 4"	206.00 LF	0.5300	109.18
53	6666315	RE PM W/RET REQ TY I	206.00 LF	1.2100	249.26
52	6666230	PAVEMENT SEALER 24"	6.00 LF	17.3300	103.98
54	6726009	REFL PAV MRKR TY II-A-A	14.00 EA	6.8300	95.62
50	6666048	REFL PAV MRK TY I	6.00 LF	29.4000	176.40

**Total Revenue For CR 1004** 734.44

Approvals					
Customer: City of Socorro Authorized Representative:	Contractor: Allen Concrete, LLC				
Ву:	By:				
Date:	Date:				

Print Date: 07/24/23 Page 1 of 1 Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 Mayor Pro Tem

**Yvonne Colon - Villalobos**District 4

Adriana Rodarte
City Manager

### TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 3 City Representative Rudy Cruz Jr.

**SUBJECT: Discussion and Action** to support the Texas Mission of Mercy through promotion of this free event through all City of Socoro Media platforms.

### **SUMMARY**

The Texas Mission of Mercy will provide more than 200 community members with certain free dental services over the course of 2 days at Socorro High School April 12, and 13th. This will have a great impact to our community and will provide FREE dental services to any person who is in need of services. We need to begin promoting the event since the organizers will need to begin screening the patients for services required. Additional flyers and information are attached to this item for public viewing.

### STATEMENT OF THE ISSUE

### FINANCIAL IMPACT

Account Code (GF/GL/Dept): \$0

**Funding Source:** 

**Amount:** 

Quotes (Name/Commodity/Price) N/A

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

### <u>ALTERNATIVE</u>

### N/A

### **STAFF RECOMMENDATION**

N/A

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

# Save the Date

# Texas Mission of Mercy April 12th & 13th 2024

Free dental care will be provided by the El Paso District Dental Society in partnership with the Texas Mission of Mercy Organization for El Paso County and surrounding areas at Socorro High School!

# **Formal Details to Follow**

For more info, contact Kaila Perales at 915-487-0043









### FOR IMMEDIATE RELEASE

## El Paso District Dental Society to Provide Free Dental Care in the El Paso County in Partnership with the Texas Mission of Mercy Organization

**Socorro, TX, January 17, 2024**— The El Paso District Dental Society, in collaboration with the Texas Mission of Mercy organization, will offer free dental treatment and education to patients from the El Paso County and surrounding areas. This initiative aims to underscore the importance of good dental health. The program is scheduled to take place on April 12th and 13th at Socorro High School in Socorro, Texas.

"The Texas Mission of Mercy is a two-day event that provides essential dental care to those who cannot typically access or afford it. The community we serve has a significant need for dental care, and this event helps to address that need. This service will also help with the financial struggle that many encounter when seeking care and help prevent or relieve pain. In turn, it will ease the burden on our local hospitals to see people with dental problems," said Dr. Krystelle Anaya, Southwest Senior Director for the Texas Dental Association and the Texas Mission of Mercy El Paso Dental Chair.

During this two-day charitable event, all adults and children will receive free dental treatment and educational resources, regardless of insurance status. The total value of dental treatments provided during this program is estimated at \$600,000. The success of this initiative is made possible thanks to sponsors, donors, and the generous assistance of the El Paso community, dental professionals, dental students, and dedicated community volunteers.

### **About Texas Mission of Mercy**

Texas Mission of Mercy (TMOM) is a compassionate initiative that operates a mobile dental clinic, reaching various communities across Texas. TMOM's mission is to provide essential dental care to individuals with limited resources and those facing challenges accessing dental services.

###

If you would like more information, please contact Dr. Krystelle Anaya at <a href="krystelle.barrera@gmail.com">krystelle.barrera@gmail.com</a> or Kaila Perales at 915-487-0043 email at <a href="hello@theenvisageco.com">hello@theenvisageco.com</a>.





### Dear Friends of the El Paso Dental Community,

We are pleased to announce that The El Paso District Dental Society, in partnership with the Texas Mission of Mercy organization, will be hosting the 2024 Texas Mission of Mercy event for the city and county of El Paso at Socorro High School, on April 12th and 13th, 2024.

In our previous event, held in 2018, we were able to provide free dental care to 830 patients from our community thanks to generous donors like you. To make this program a success, we recruit dentists and other dental professionals to volunteer their time and talents to provide charitable restorative dental care to hundreds of adults and children over a two-day period. Our goal is to provide necessary dental care to our community, matching, if not exceeding, our numbers from 2018.

At this stage, we are seeking in-kind donations to support the dedicated volunteers, comprised of dental professionals from our community and beyond. Specifically, we are in need of in-kind donations such as food for our hardworking dental professionals. Your contribution in this regard will go a long way in ensuring the success of the program and the well-being of our volunteers. We are confident that your support will help us achieve our objective of providing necessary dental care to our community and further establish El Paso as a champion for oral health and the well-being of our citizens.

We want to thank you all in advance for your consideration and dedication to this worthwhile cause. This program will not only provide adults and children in our community with much-needed dental care but will also put the City of El Paso on the map alongside the other major cities of the nation as true advocates for oral health and our children. Should you have further questions please feel free to reach Kaila Perales, Community Chair at 915-487-0043 or Dr. Krystell Anaya at krystelle.barrera@gmail.com.

Thank you in advance for your consideration in support of our mission.

Sincerely,

Krystell Anaya, DDS Texas Dental Association, Southwest Senior Director Texas Misson of Mercey, El Paso Dental Chair

Hans Brockhoff II, DDS, MD, FACS President El Paso District Dental Society Ivy Avalos Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1



January 19, 2024

Alejandro Garcia
District 2

Rudy Cruz Jr.
District 3 Mayor Pro Tem

**Yvonne Colon - Villalobos**District 4

Adriana Rodarte
City Manager

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: District 3 City Representative Rudy Cruz Jr.

**SUBJECT: Discussion and Action** to amend language to City of Socorro, Texas Ordinance Chapter 8 Sec. 8-49

### **SUMMARY**

City ordinance as stated in Chapter 8 Sec. 8-49 of Vendor Applications requires food vendors to obtain a notarized document granting permission from land owners to operate on the property of other businesses.

### STATEMENT OF THE ISSUE

The businesses who allow food vendors on their leased property not only lease the building from which they operate but the parking lots and additional property as stated in their lease agreements. Meaning, the lessee has authority of who enters their place of business as well as the extension of that property as stated in the lease agreement. Should the current business owner (lessee) allow a food truck vendor to operate on their leased space, the code should include lessee. The traffic of legally placed and licensed food vendors also aids in the traffic of surrounding businesses. Should Council agree,

### The code should read as follows:

Business located on property of another. If an applicant will be operating upon property not owned by the applicant, the applicant shall provide a notarized statement from the property owner, lessor, lessee or his or their designee authorizing use of the private commercially zoned leased property for vending purposes. The notarized statement shall adequately describe the location of the property to be used.

### **FINANCIAL IMPACT**

Account Code (GF/GL/Dept):						
<b>Funding Source:</b>						
Amount:						
Quotes (Name/Commodity/Price) N/A						
Co-op Agreement (Name/Contract#) N/A						
<u>ALTERNATIVE</u>						
N/A						
STAFF RECOMMENDATION						
N/A						
REQUIRED AUTHORIZATION						
1. City Manager	Date					
2. CFO	Date					
3. Attorney	Date					