



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 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 A 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.

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.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

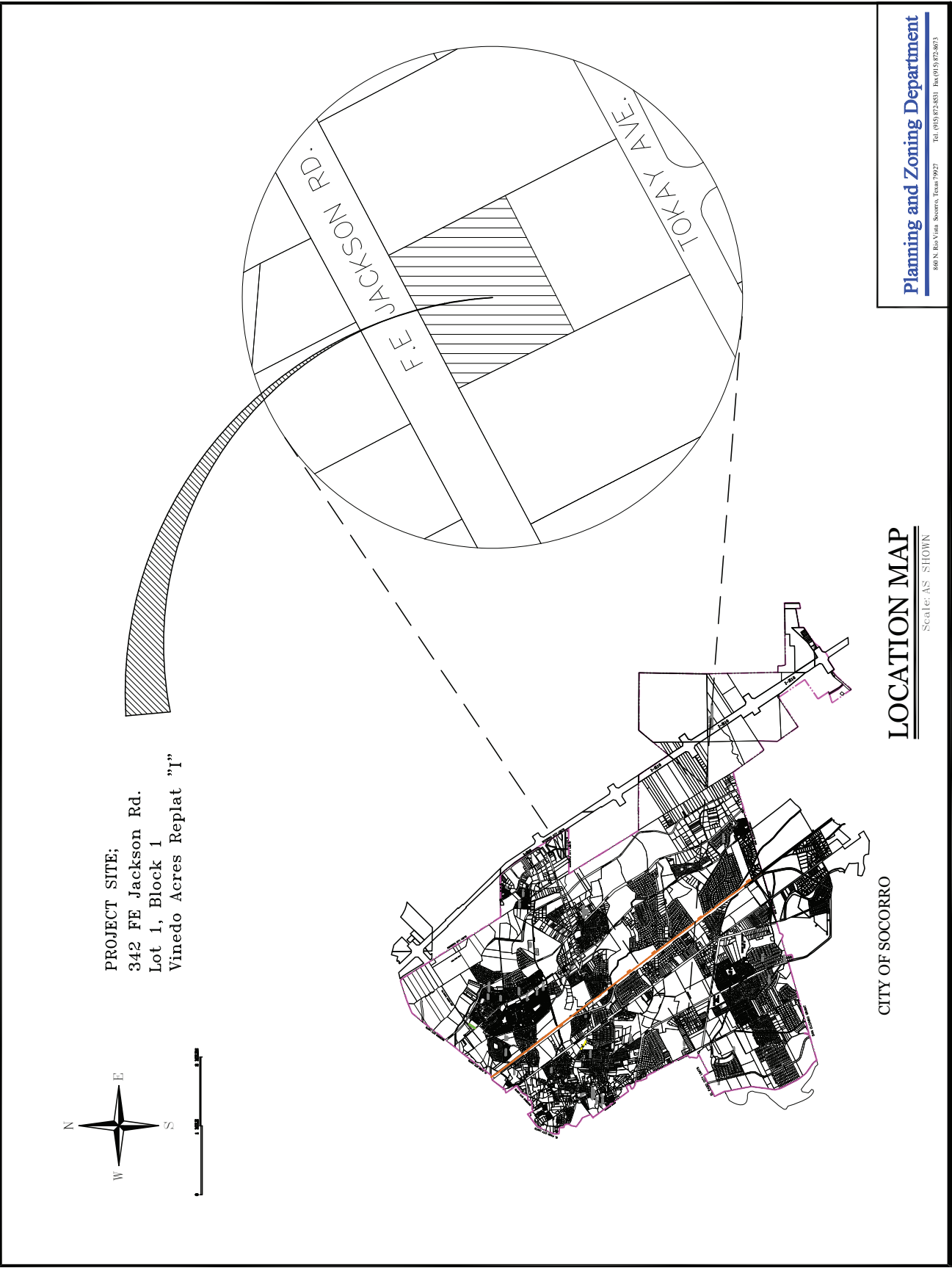
ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

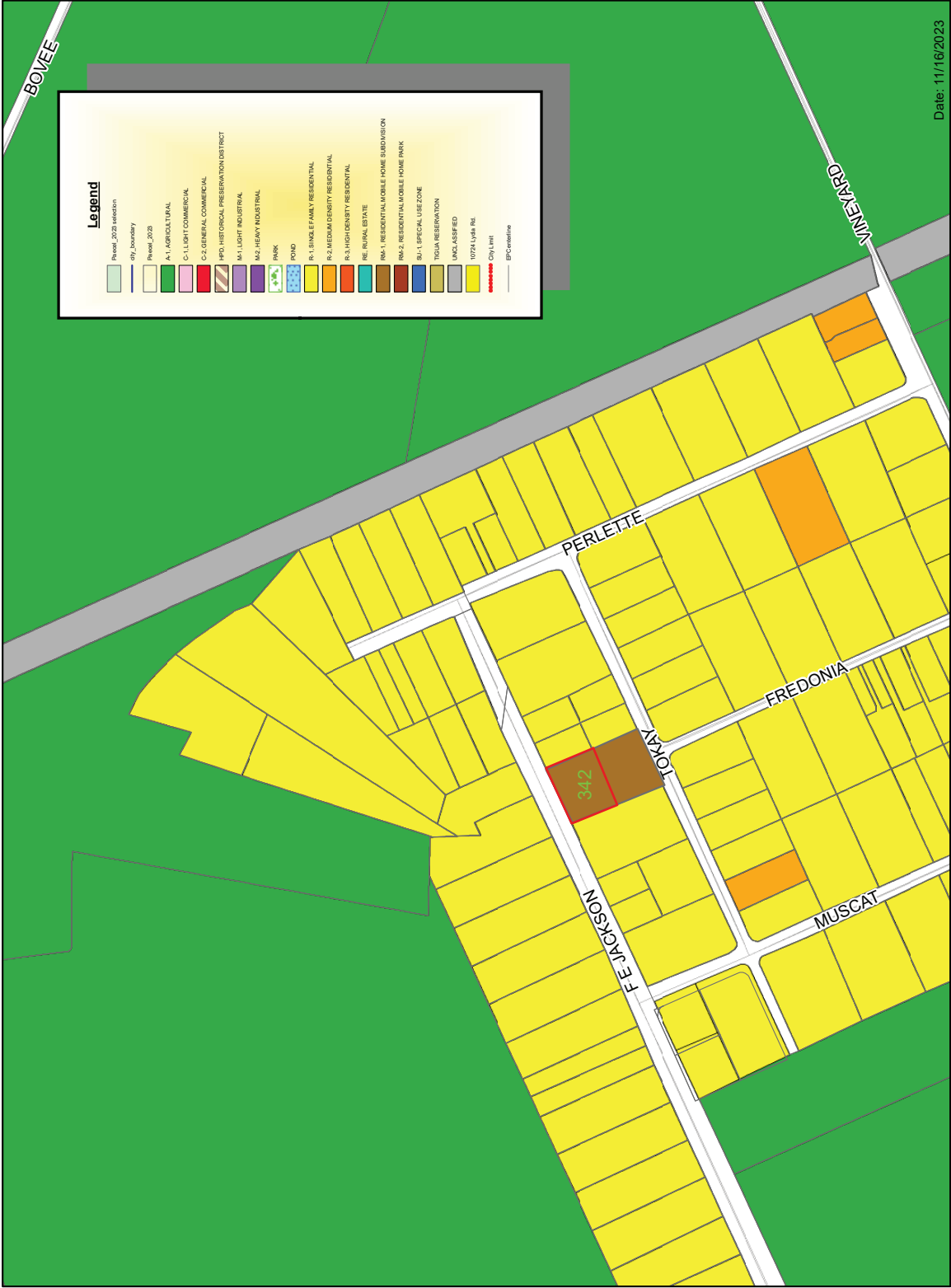
James A. Martinez
Socorro City Attorney

LOCATION MAP



ZONING MAP

Zoning Map 342 F.E. Jackson Rd.



SITE PICTURES



View of property from F.E. Jackson Rd.



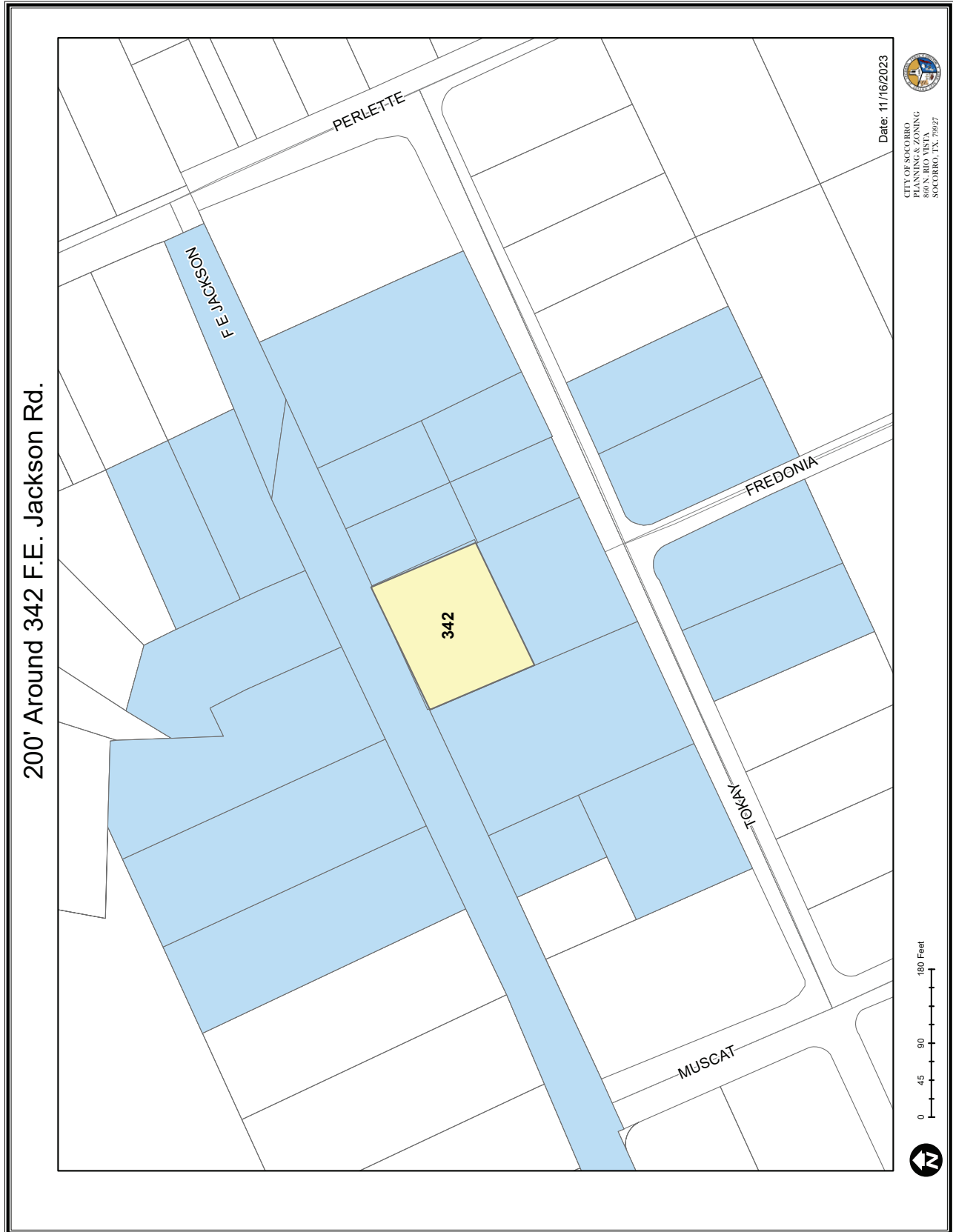
AERIAL PHOTO



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

Date prepared: 12/1/2023

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.

Please contact our office the day of the scheduled meeting to confirm that the meeting 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



Alejandro Garcia
District 2 /Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

16 de noviembre, 2023

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 acceder 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.

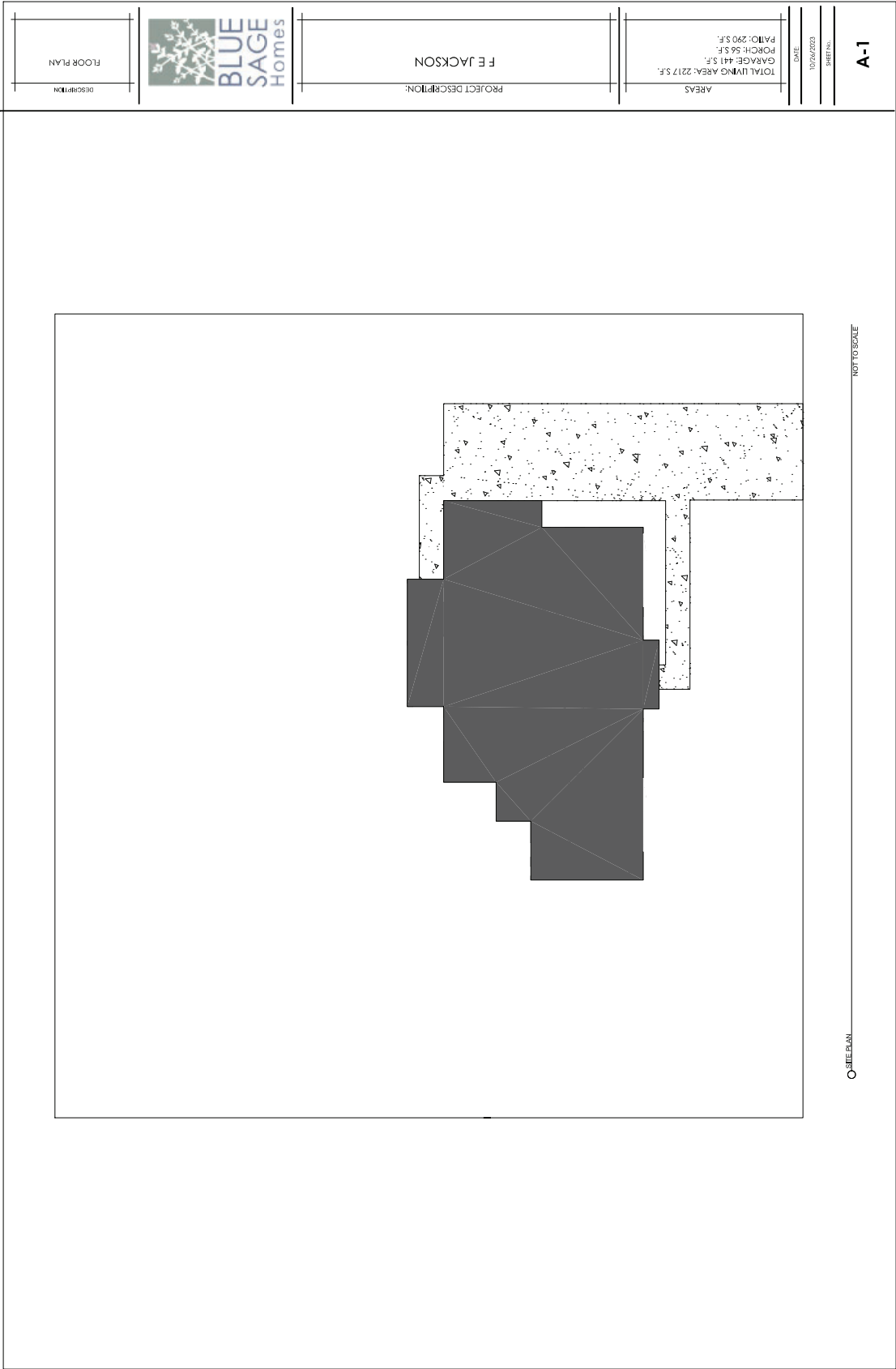
Atentamente,

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

ORDINANCE _____

AN ORDINANCE APPROVING A REZONING OF 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.

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.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

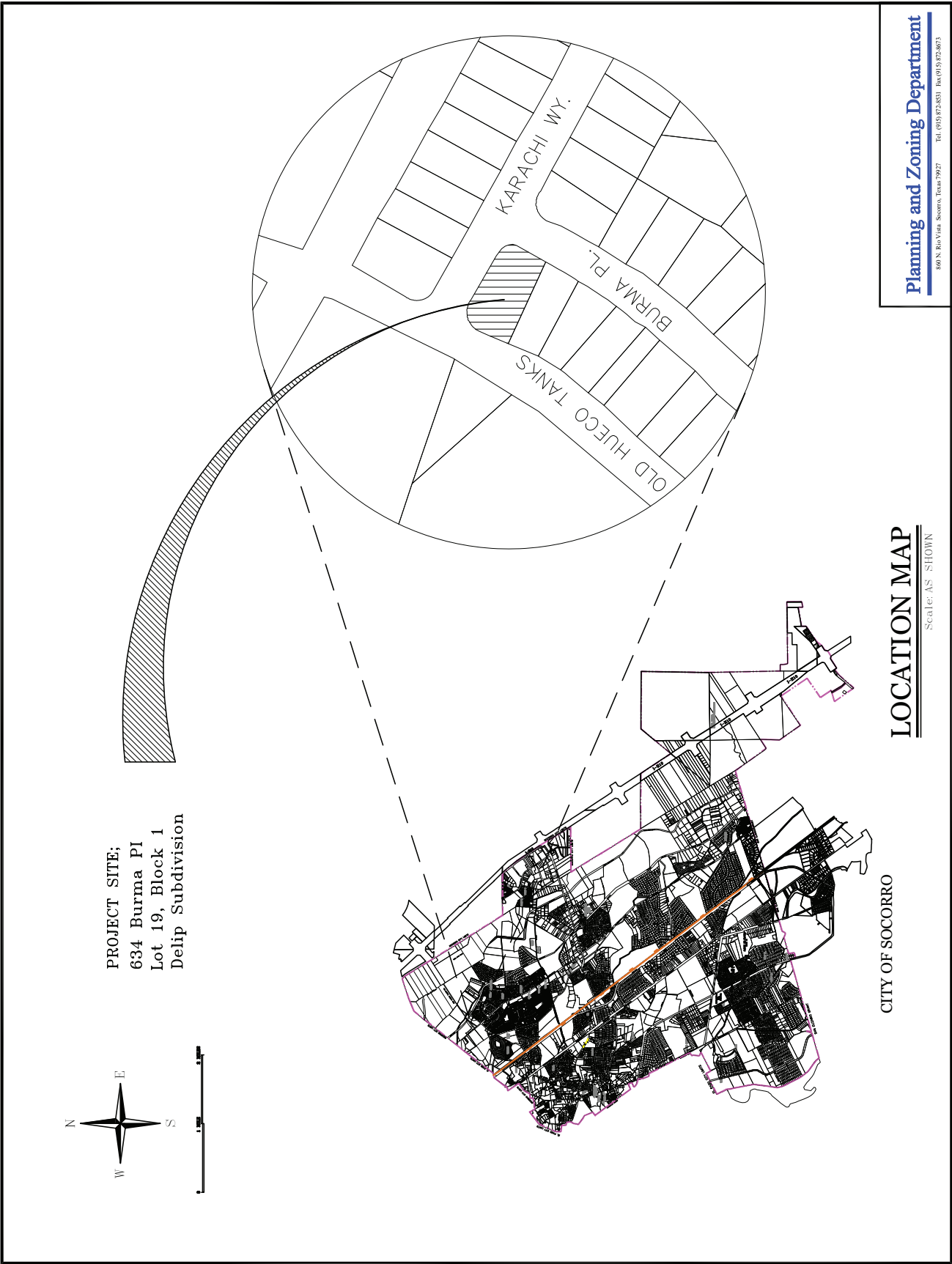
ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

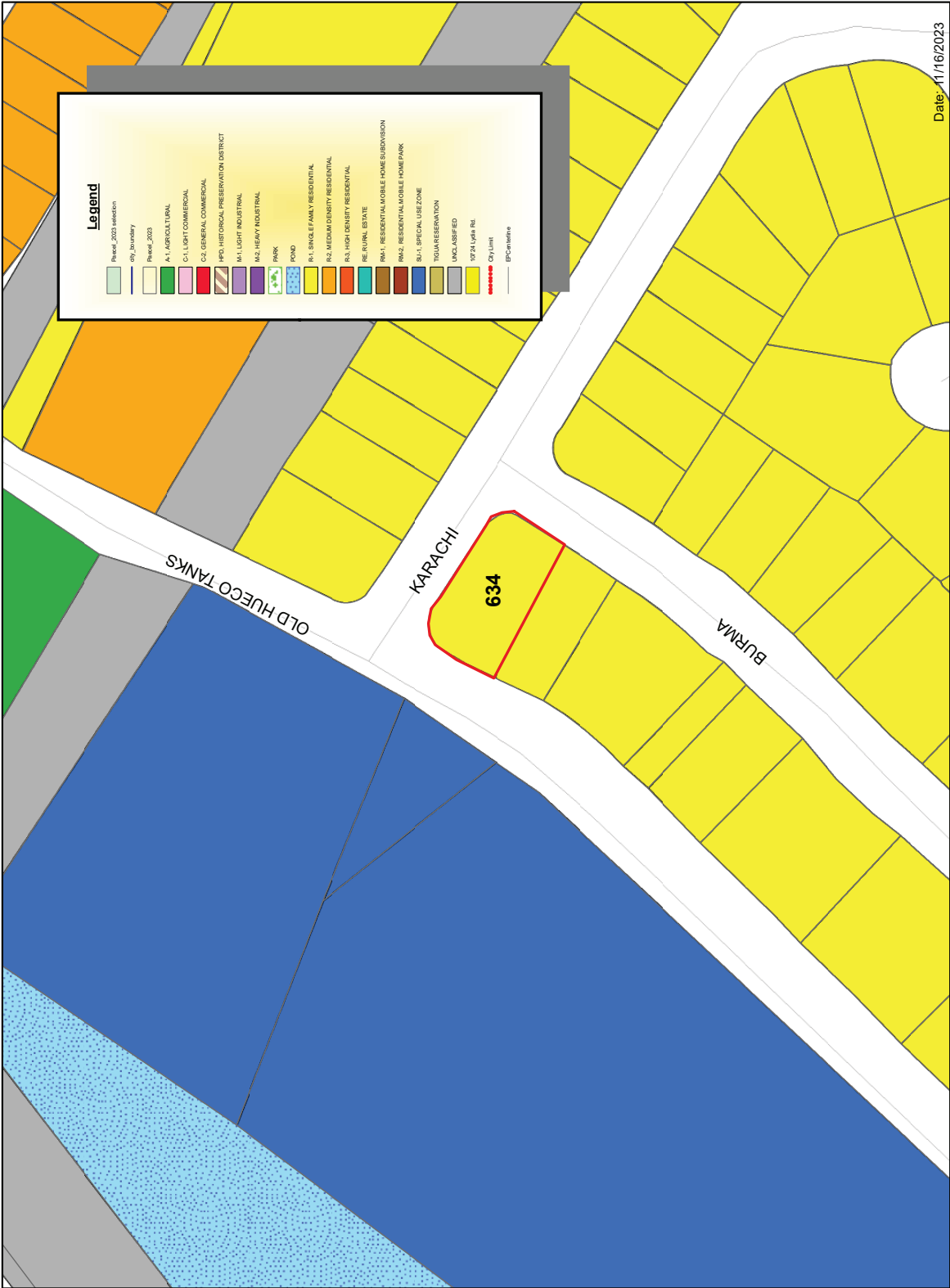
James A. Martinez
Socorro City Attorney

LOCATION MAP



ZONING MAP

Zoning Map 634 Burma PI



SITE PICTURES

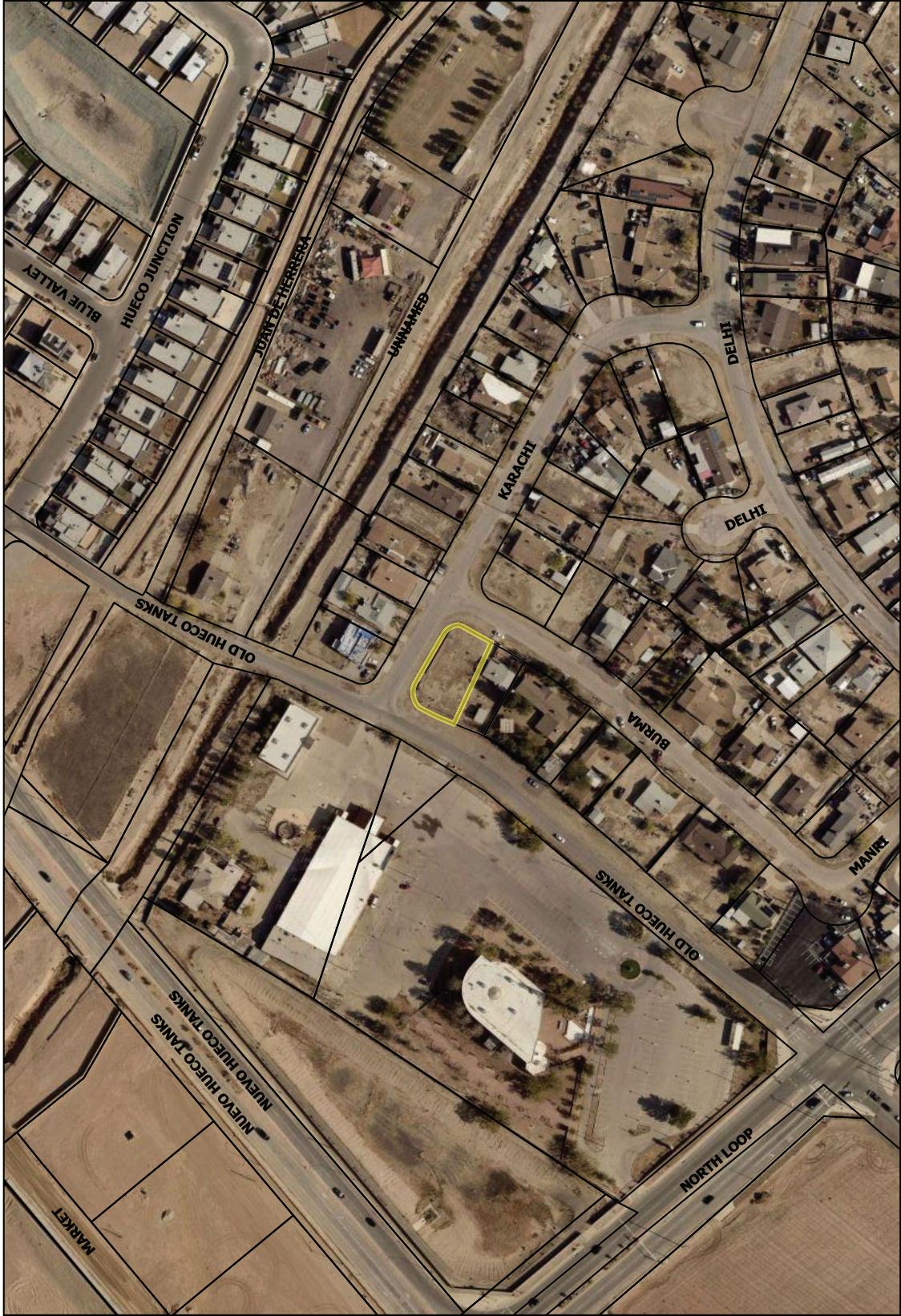
View of property from Burma Pl.



View of property from Karachi Way.

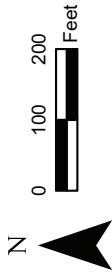


AERIAL PHOTO



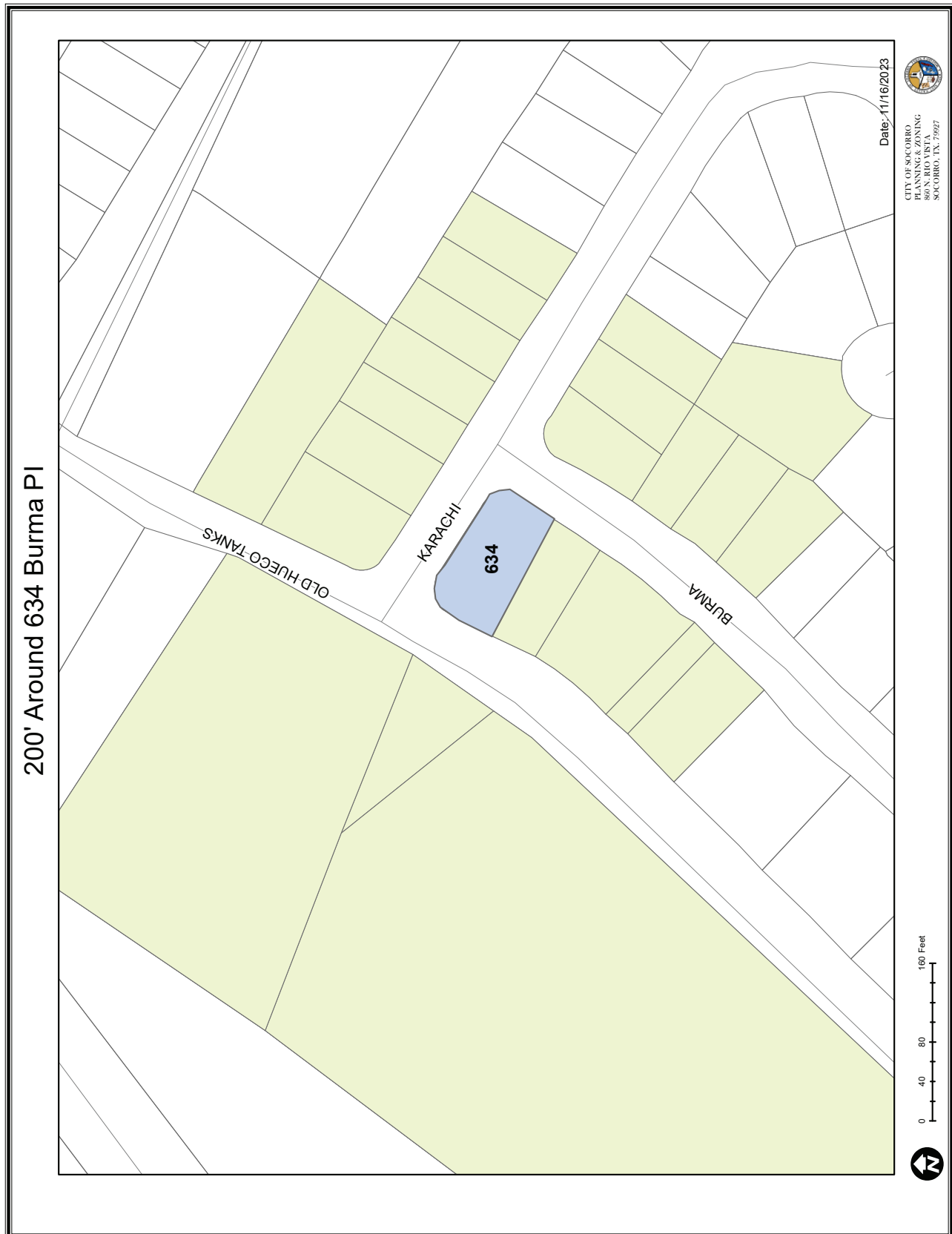
City of Socorro
Planning & Zoning Department
860 N. Rio Vista Rd.
Socorro, TX 79927

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,

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- 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.

Please contact our office the day of the scheduled meeting to confirm that the meeting 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



Alejandro Garcia
District 2 / Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

16 de noviembre, 2023

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 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 acceder 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

**FOR BIDDING
PURPOSE ONLY,
NOT FOR
CONSTRUCTION**



EL PASO, TX 79932
915.412.2821

634 BURMA PL.

634 BURMA PL.
SOCORRO TX. 79927

PROJECT NUMBER

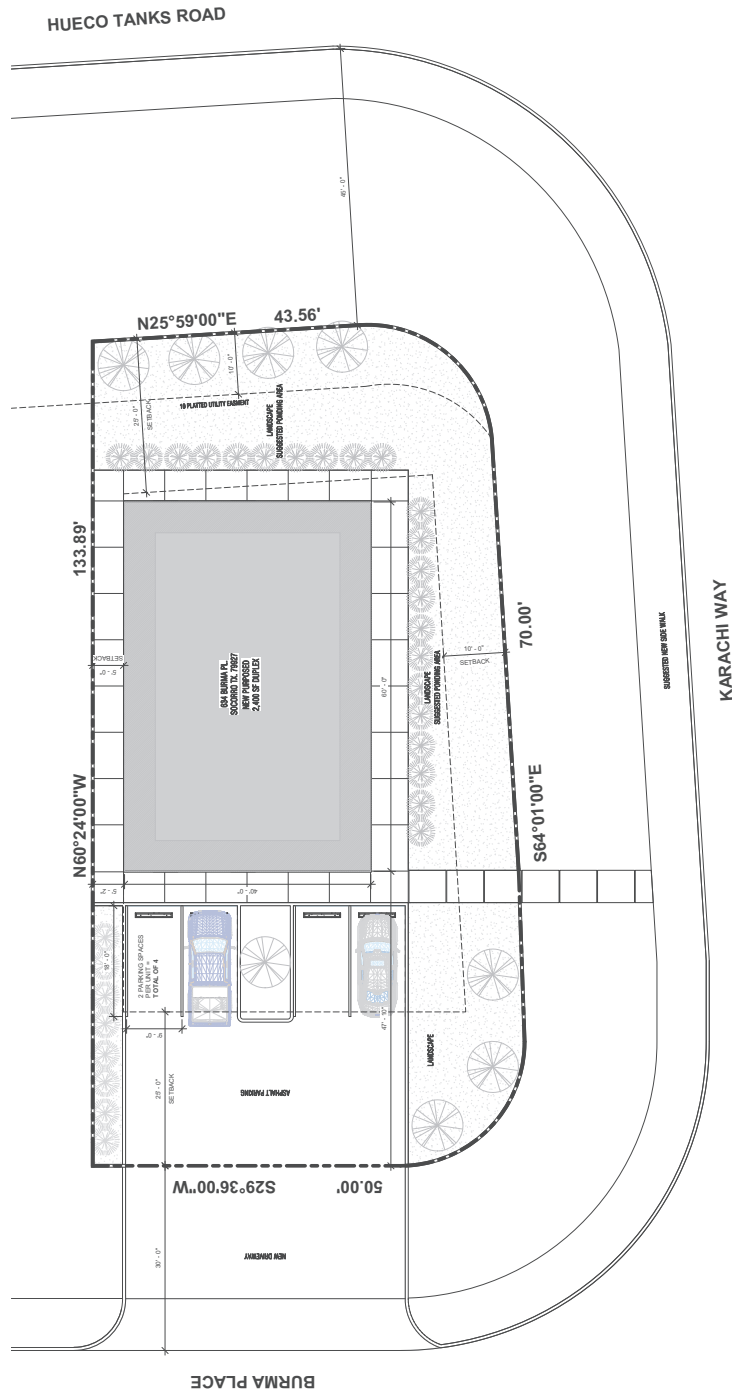
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REVISIONS

SHEET TITLE

SITE PL

A0.1



1 SITE
1/8" = 1'-0"



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 zoning 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 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 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.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

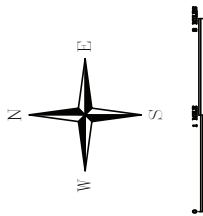
ATTEST:

Olivia Navarro, City Clerk

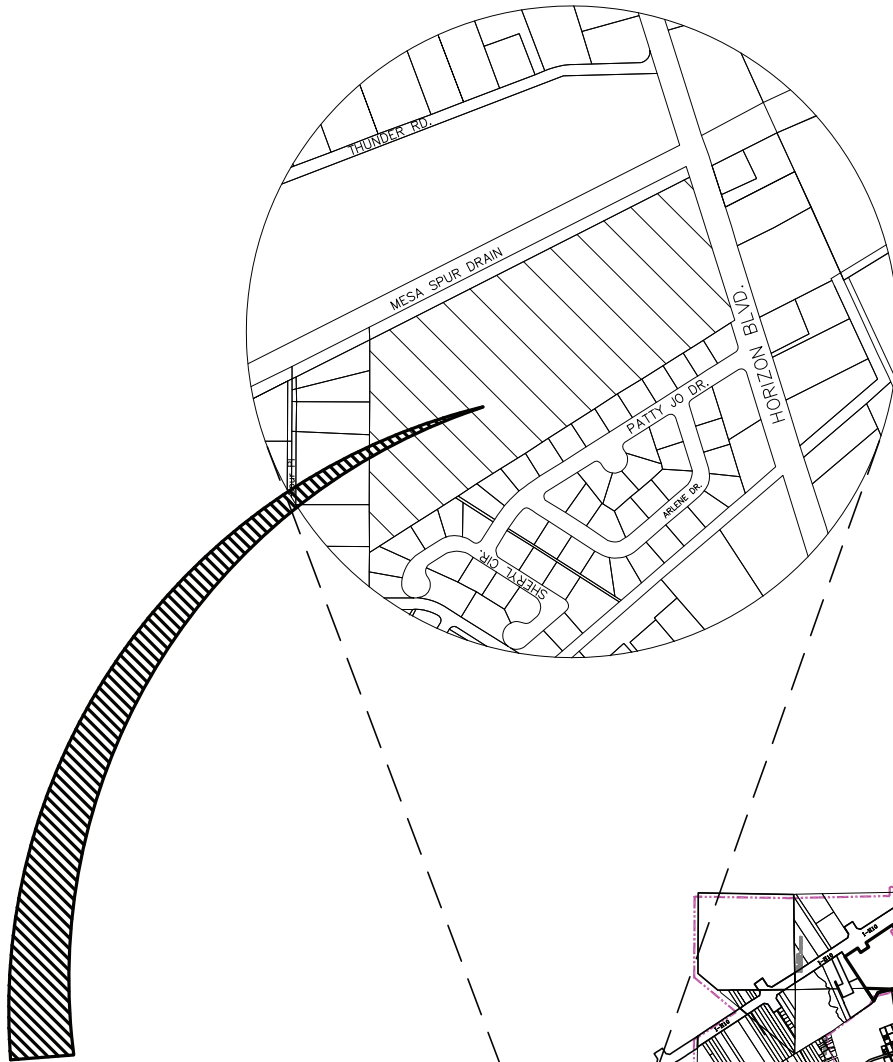
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

LOCATION MAP



PROJECT SITE;
975 Horizon Blvd.
Tract 4C6B Block 3
Socorro Grant



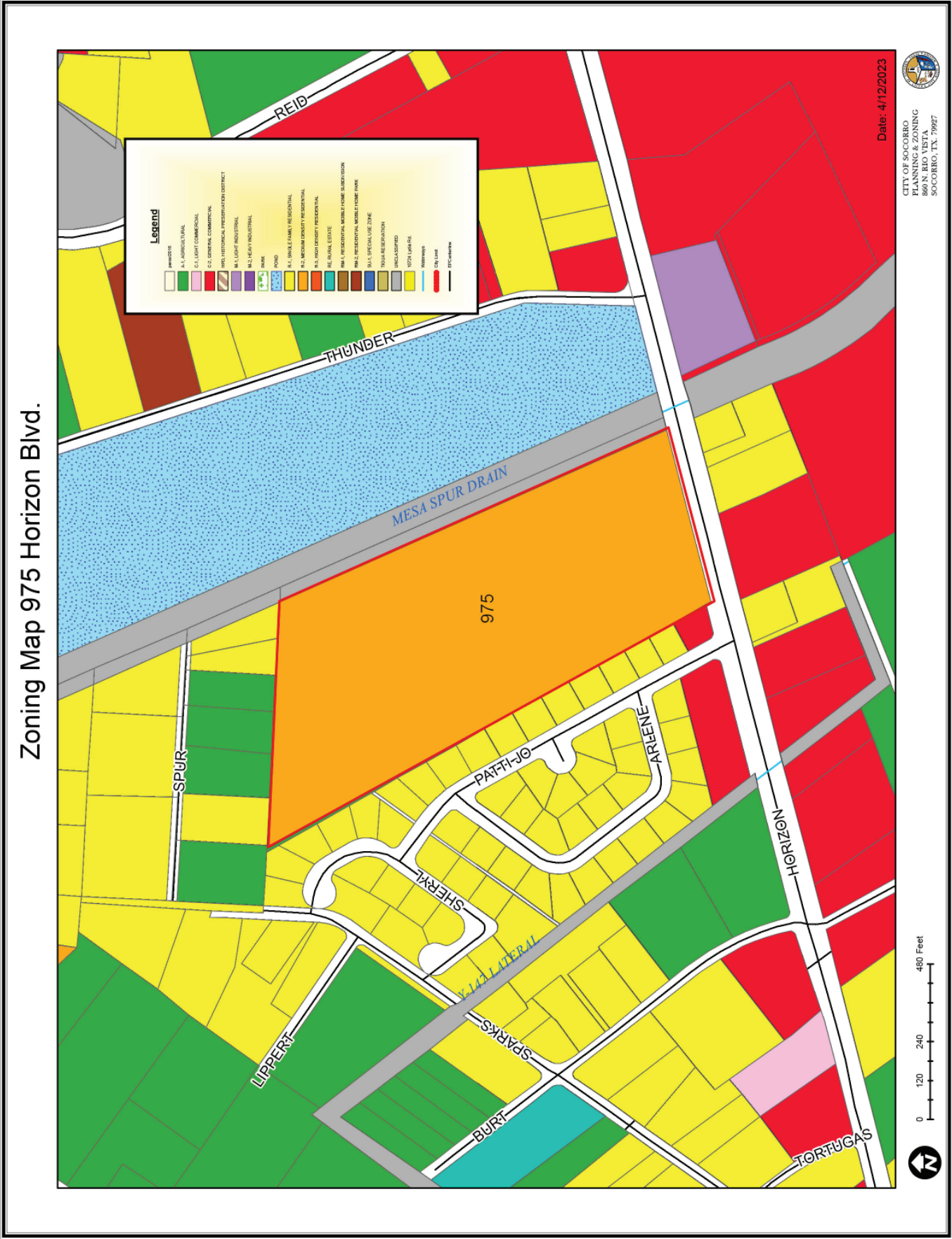
CITY OF SOCORRO

LOCATION MAP
Scale: AS SHOWN

Planning and Zoning Department

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

ZONING MAP



SITE PICTURES



View of property from Horizon Blvd.

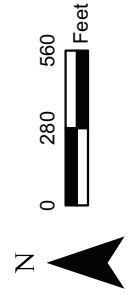


AERIAL PHOTO

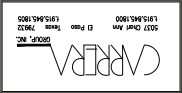


City of Socorro
Planning & Zoning Department
860 N. Rio Vista Rd.
Socorro, TX 79927

Date prepared: 12/15/2023



DEVELOPMENT PLAN



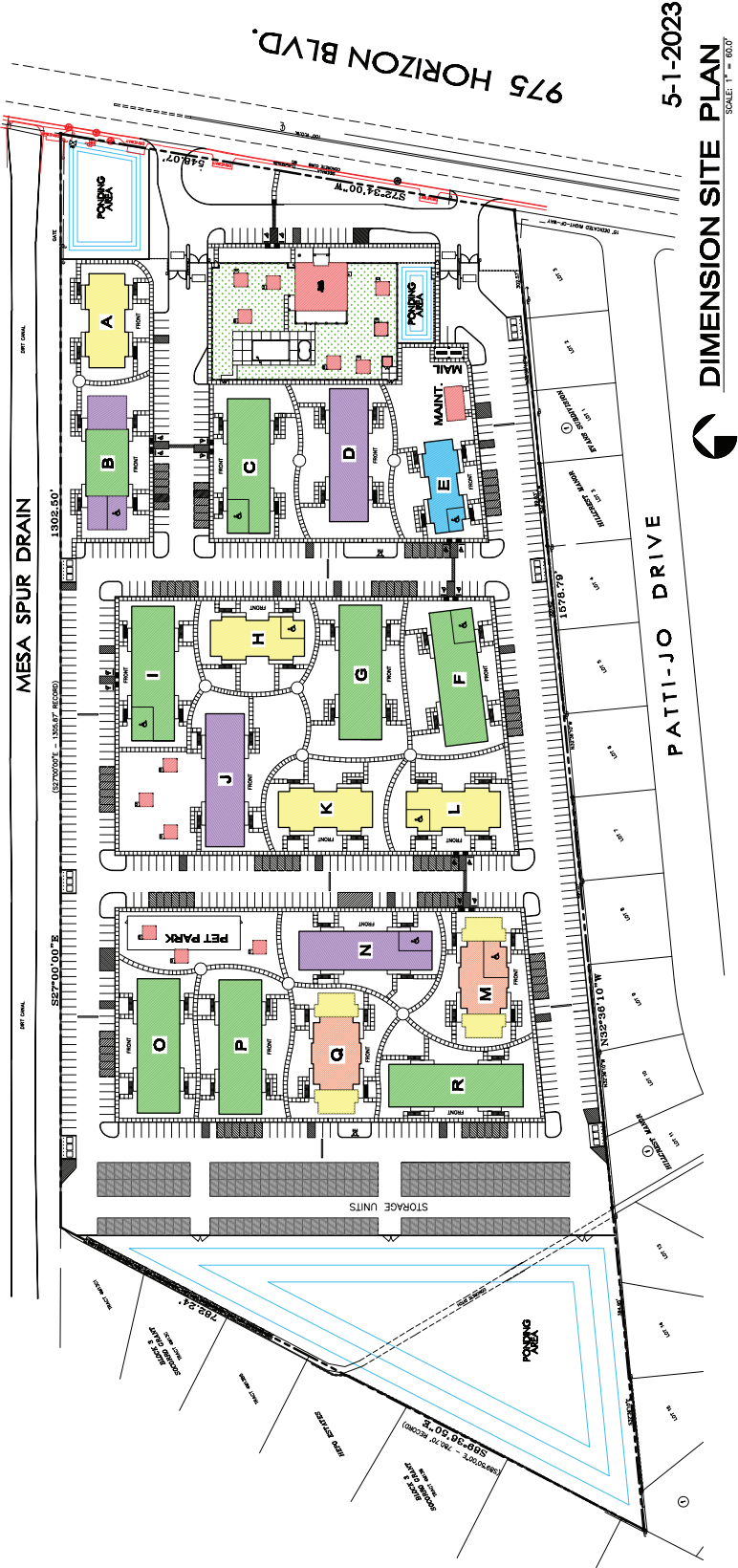
DISTRICT OF HORIZON
APARTMENTS
SOCORRO, TEXAS

DATE: APR 2023
DRAWN: J. M. HERRERA
OVERALL SITE PLAN
A-1

975 HORIZON BLVD.
LAND AREA: 869, 900.42
19.9702 +/- AC.
SUMMARY APARTMENTS
TOTAL APARTMENT
BUILDINGS 18
TOTAL UNITS 288
EXISTING ZONING : A-1
PROPOSED ZONING : R-2
DENSITY : 15 UNITS PER ACRE

LEGAL DESCRIPTION
BEING ALL OF TRACT 4C6B,
BLOCK 3,
SOCORRO GRANT
CITY OF SOCORRO,
EL PASO COUNTY, TX.
SUMMARY STORAGE
UNITS 10X20 153
STORAGE
AREA: 30,600 S.F.

SUMMARY									
SUMMARY PARKING					SUMMARY STORAGE				
EFFICIENCY = 1 X 1 PARKING 16 UNITS X 1 = 16 PARKING 1 BED = 1 X 1.5 PARKING 80 UNITS X 1.5 = 120 PARKING 2 BED = 1 X 2 PARKING 176 UNITS X 2 = 352 PARKING 3 BED = 1 X 2 PARKING 16 UNITS X 2 = 32 PARKING					UNITS 10X20 153 STORAGE AREA: 30,600 S.F.				
520 PARKING REQUIRED 582 PARKING PROVIDED									



5-1-2023
DIMENSION SITE PLAN
SCALE: 1" = 60.0'



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

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

ORDINANCE _____

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, TEXAS.

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

That the Horizon Estates Subdivision, being Tract 4-C-6-B, Block 3, Socorro Grant, Socorro, Texas has been granted a Preliminary and Final Plat approval as per the Subdivision Ordinance of the City of Socorro, Texas.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

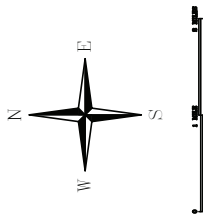
ATTEST:

Olivia Navarro, City Clerk

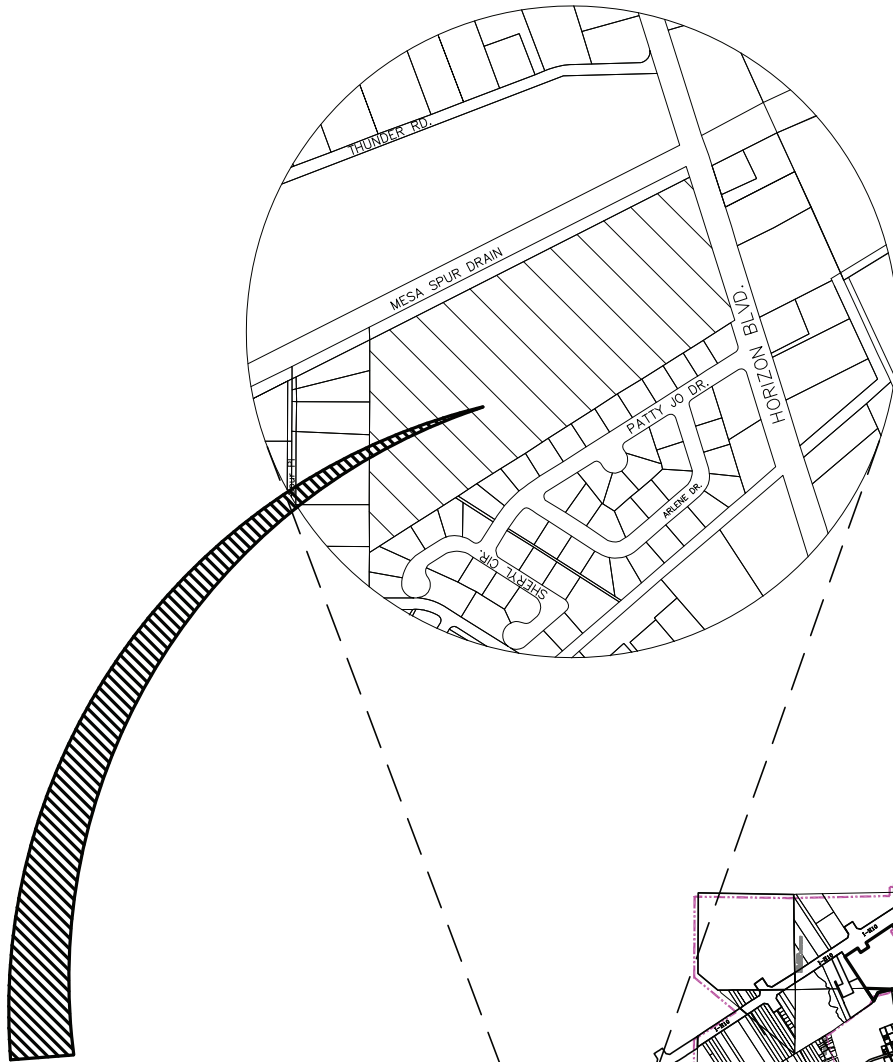
APPROVED AS TO FORM:

James A. Martinez, Socorro City Attorney

LOCATION MAP



PROJECT SITE;
975 Horizon Blvd.
Tract 4C6B Block 3
Socorro Grant



CITY OF SOCORRO

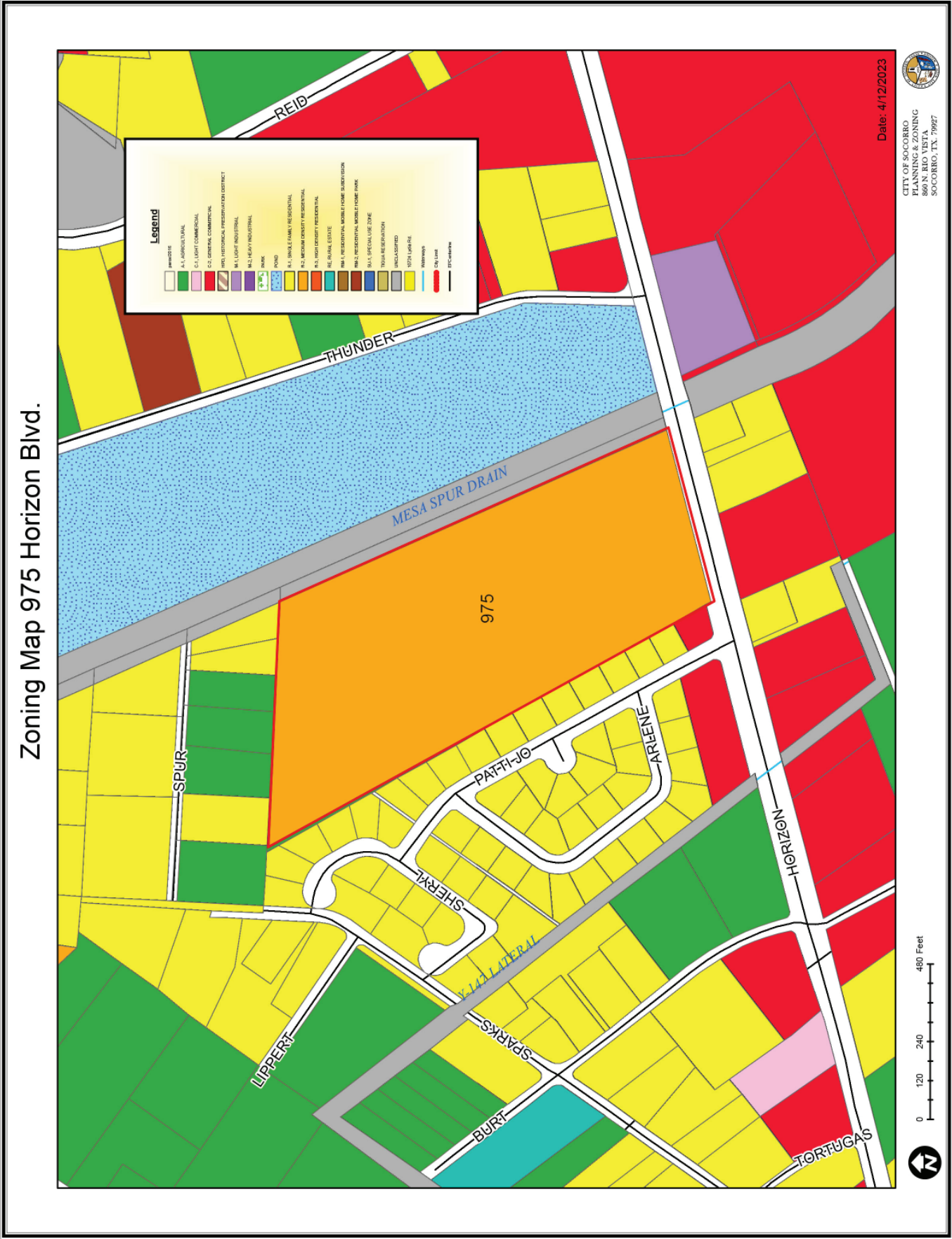
LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department

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

ZONING MAP



SITE PICTURES



View of property from Horizon Blvd.

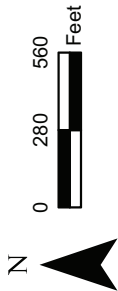


AERIAL PHOTO

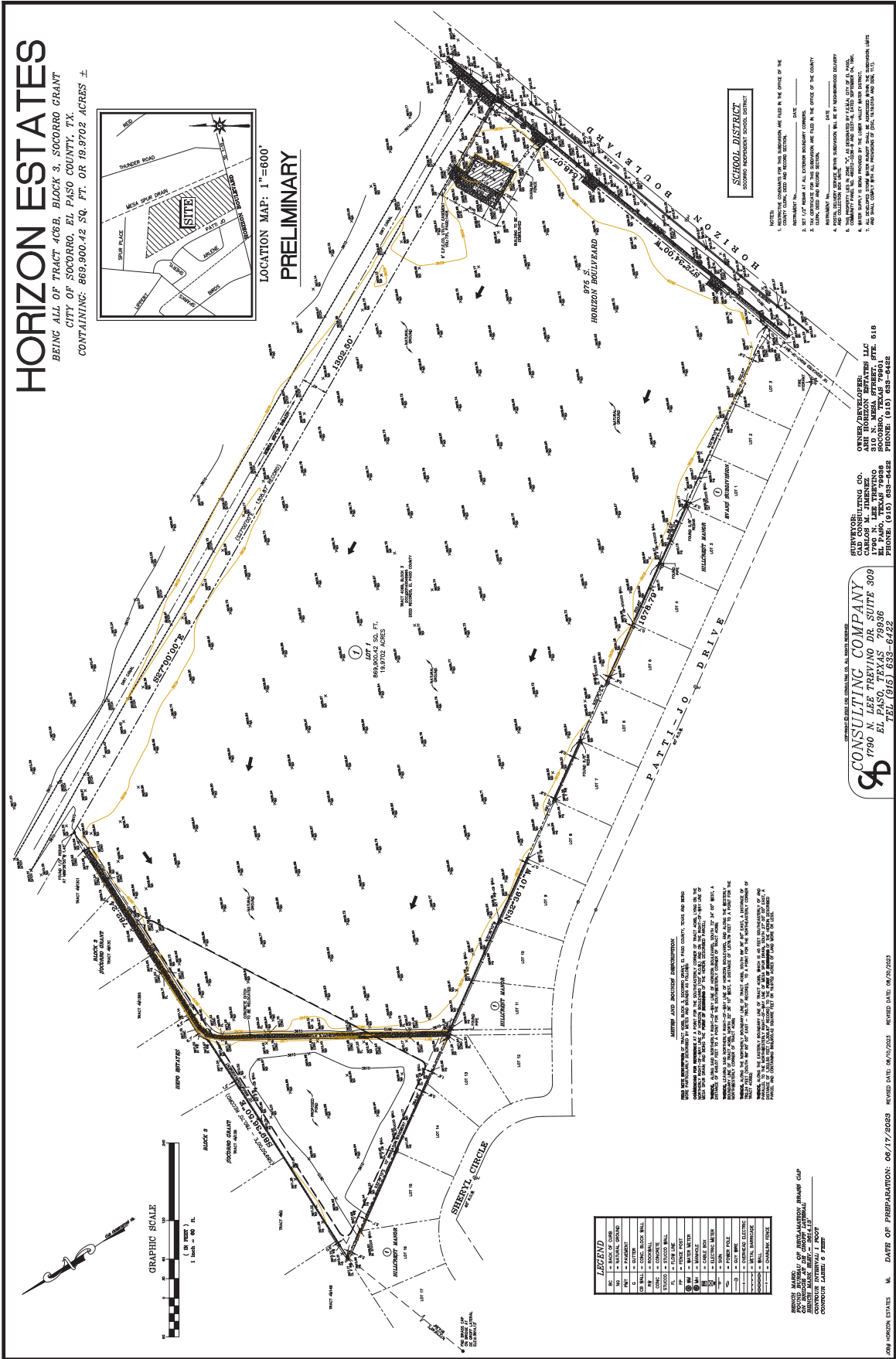


City of Socorro
Planning & Zoning Department
860 N. Rio Vista Rd.
Socorro, TX 79927

Date prepared: 12/15/2023



PRELIMINARY PLAT





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 zoning 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 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 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.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

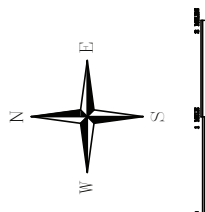
ATTEST:

Olivia Navarro, City Clerk

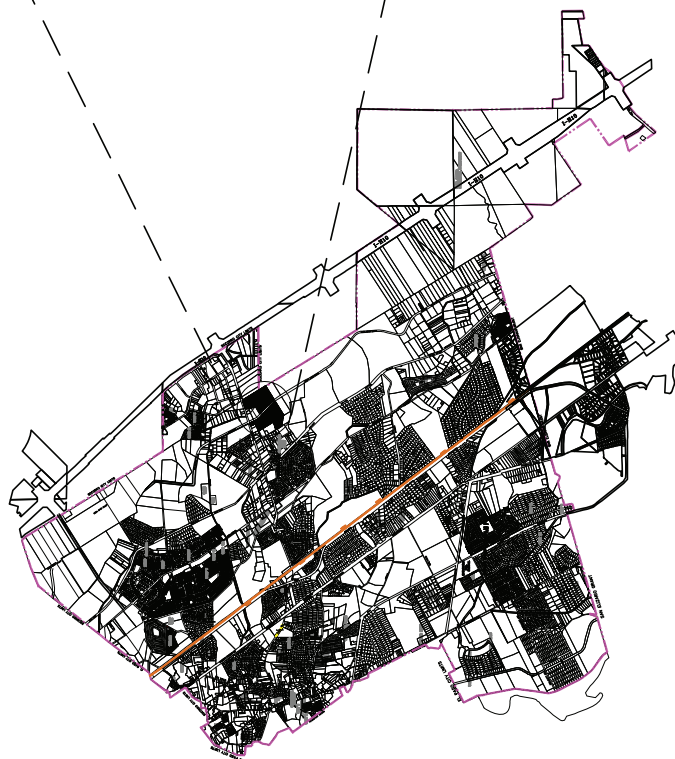
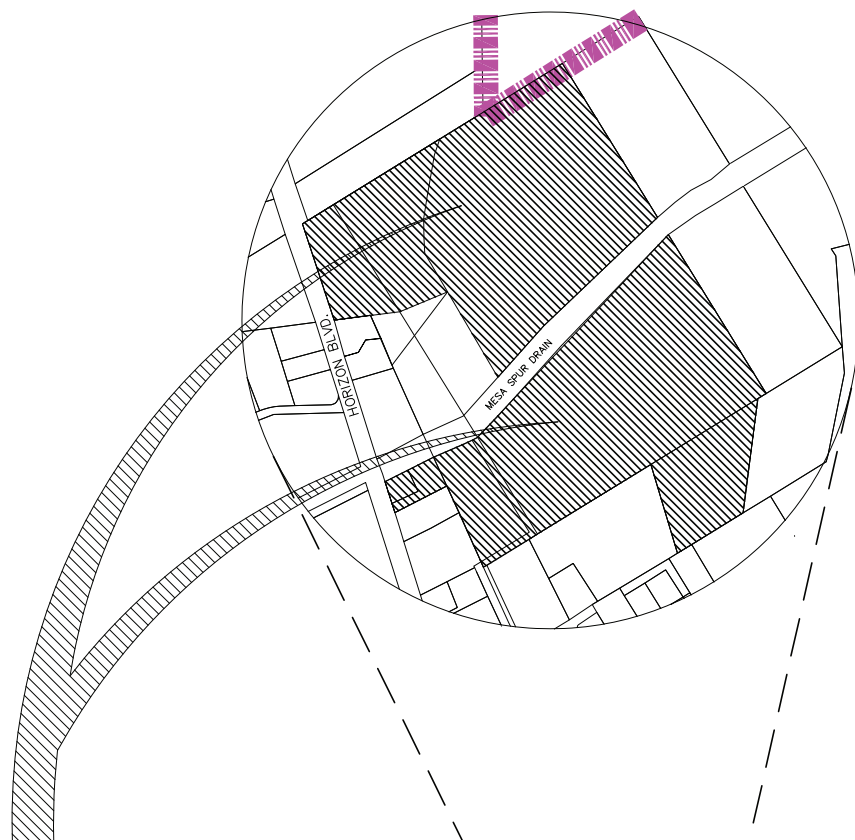
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

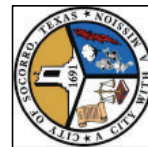
LOCATION MAP



PROJECT SITE;
Tracts 2,2A,3B,3B1,3B5,4C1L,4E1A,9A2
Block 3, Socorro Grant



CITY OF SOCORRO



LOCATION MAP

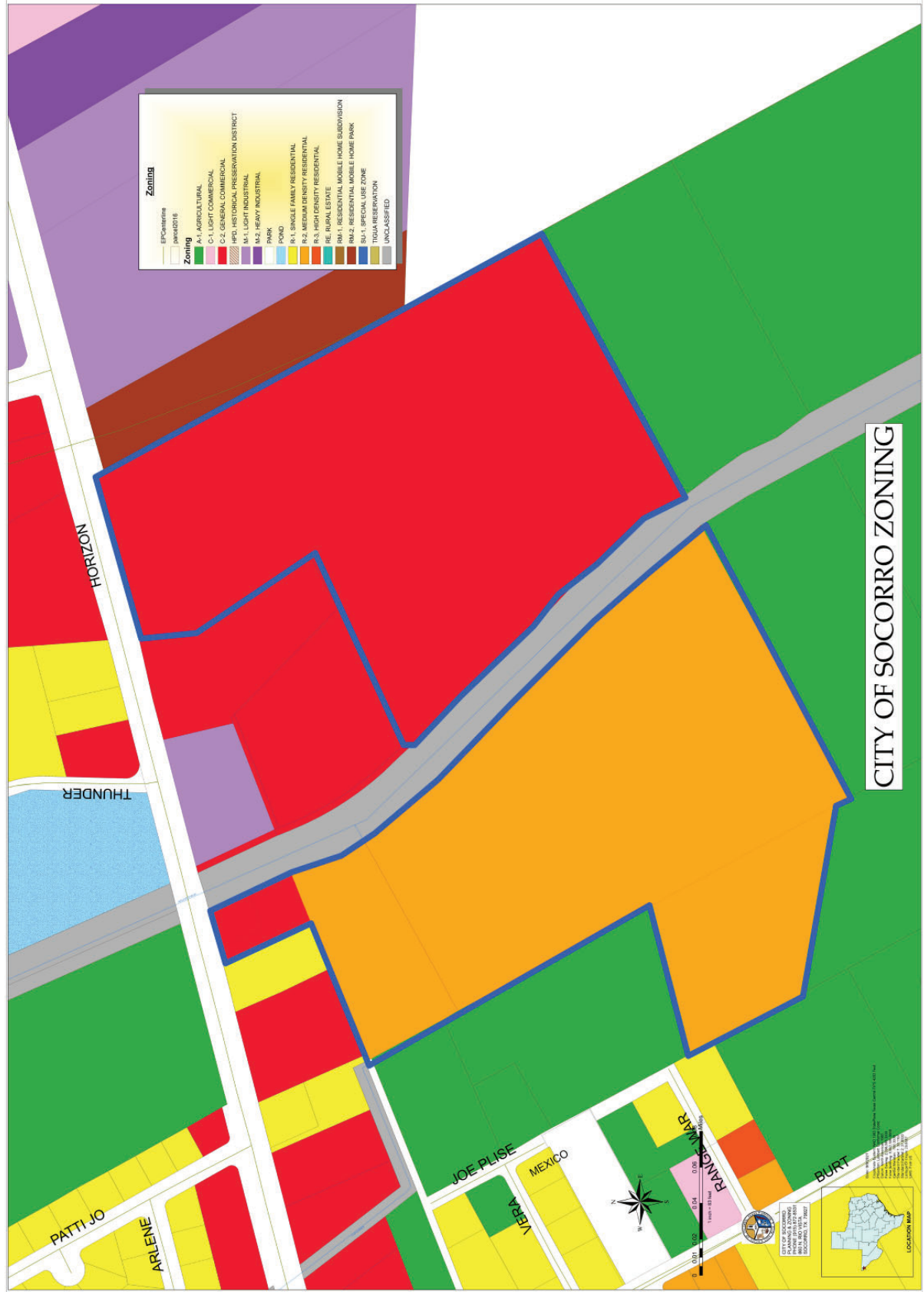
Scale: AS SHOWN

Planning and Zoning Department

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

ZONING MAP

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



SITE PICTURES

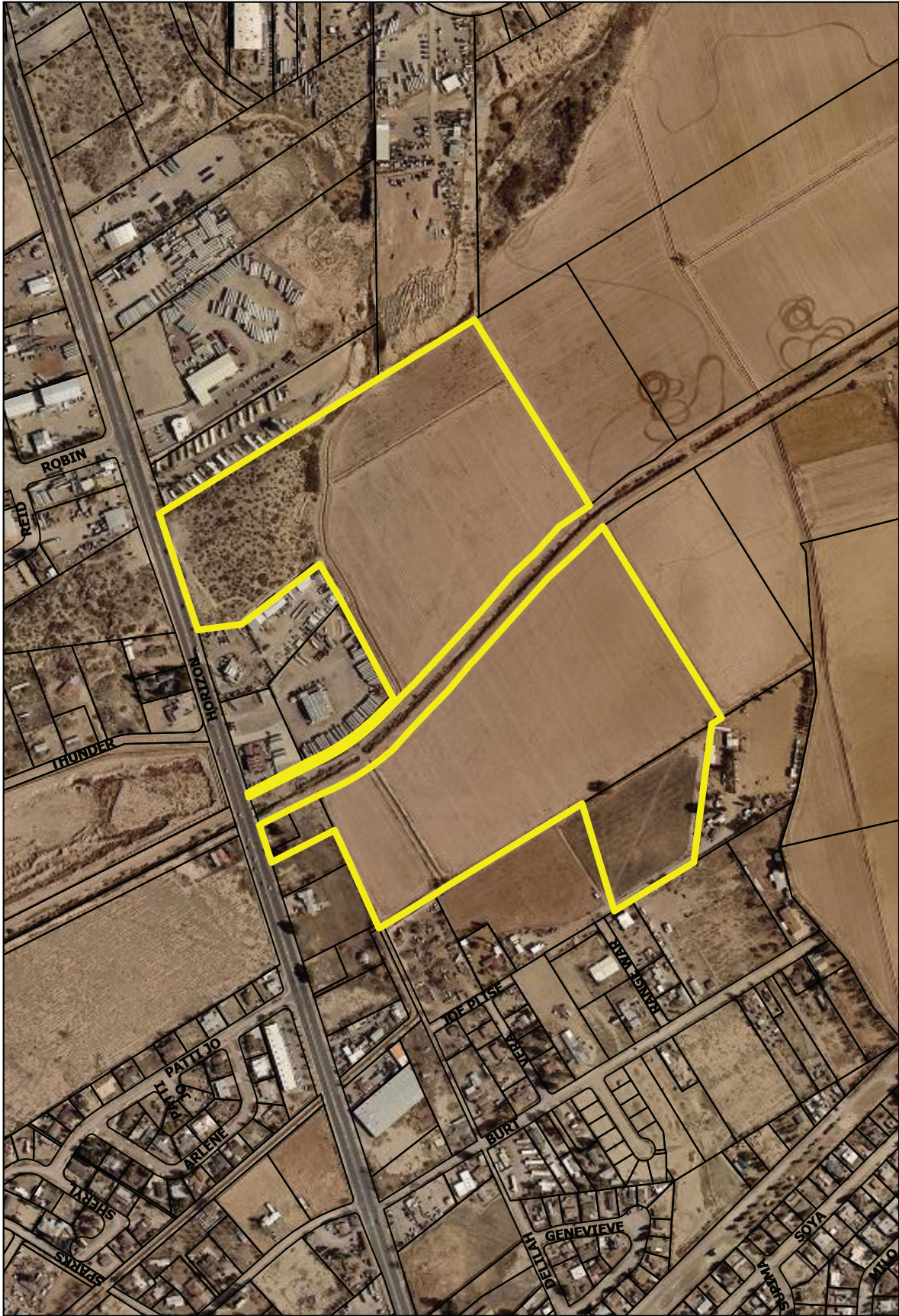
View of property from Horizon Blvd.



View of property from Range War Ct.

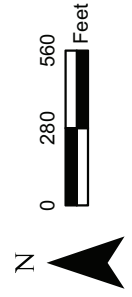


AERIAL PHOTO



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

Date prepared: 12/15/2023



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MASTER PLAN PLAT
HORIZON PARK UNIT ONE
HORIZON PARK UNIT ONE
REPLAT "A", AND HORIZON
UNIT TWO

SHEET 2 OF 2



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.

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

ORDINANCE _____

AN ORDINANCE APPROVING 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.

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

That the 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 has been granted Final Plat approval as per the Subdivision Ordinance of the City of Socorro, Texas

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

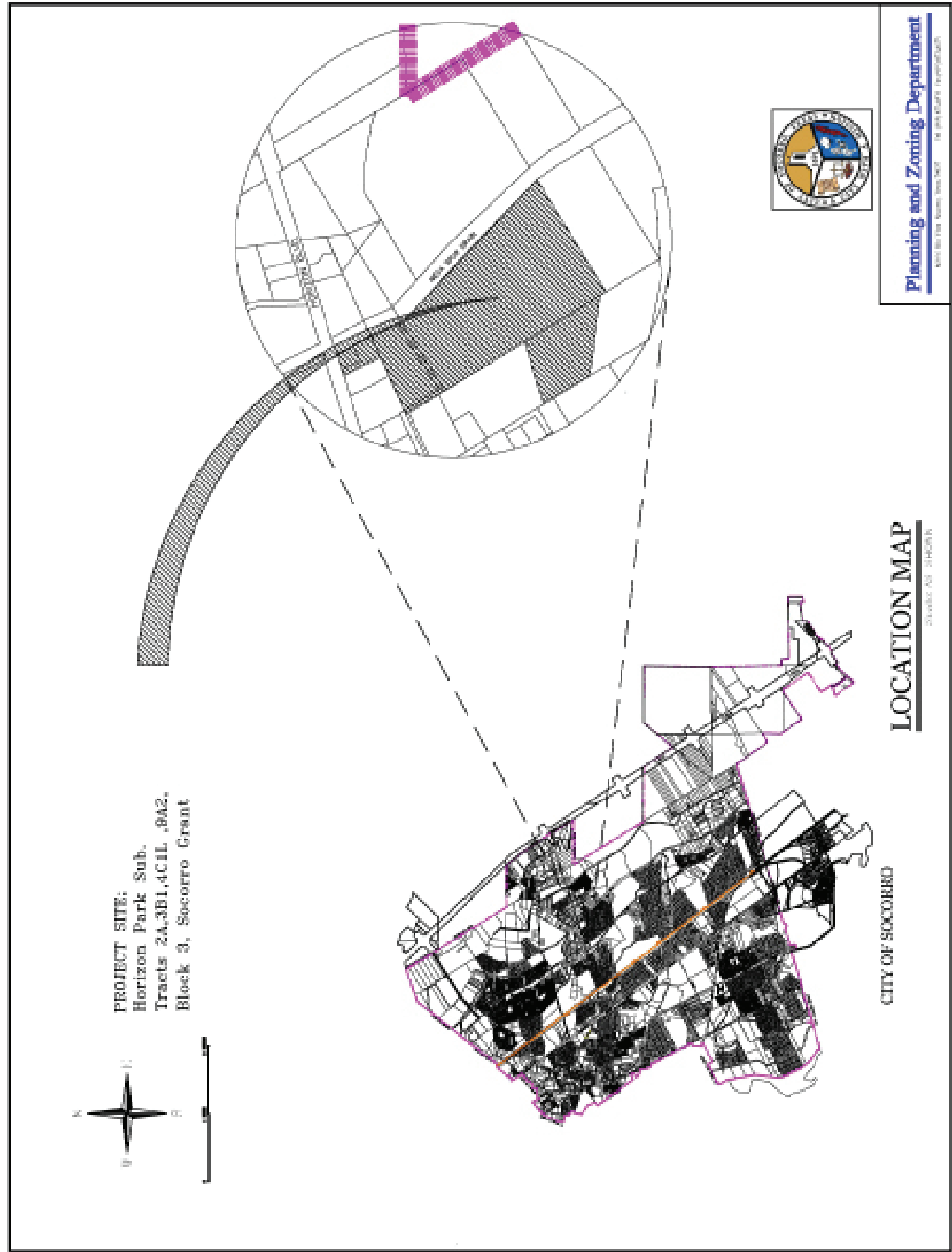
ATTEST:

Olivia Navarro, City Clerk

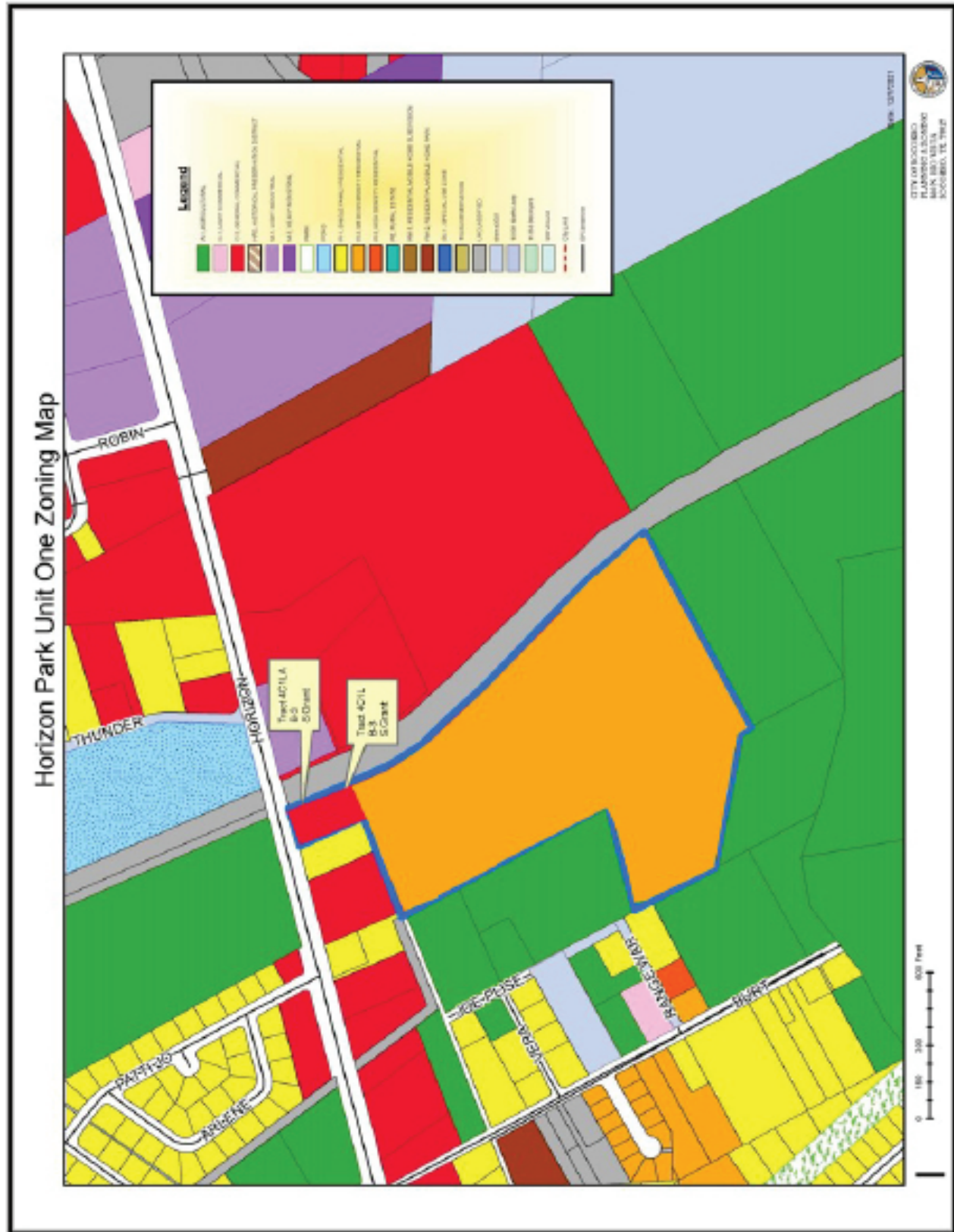
APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

LOCATION MAP



ZONING MAP



SITE PICTURES

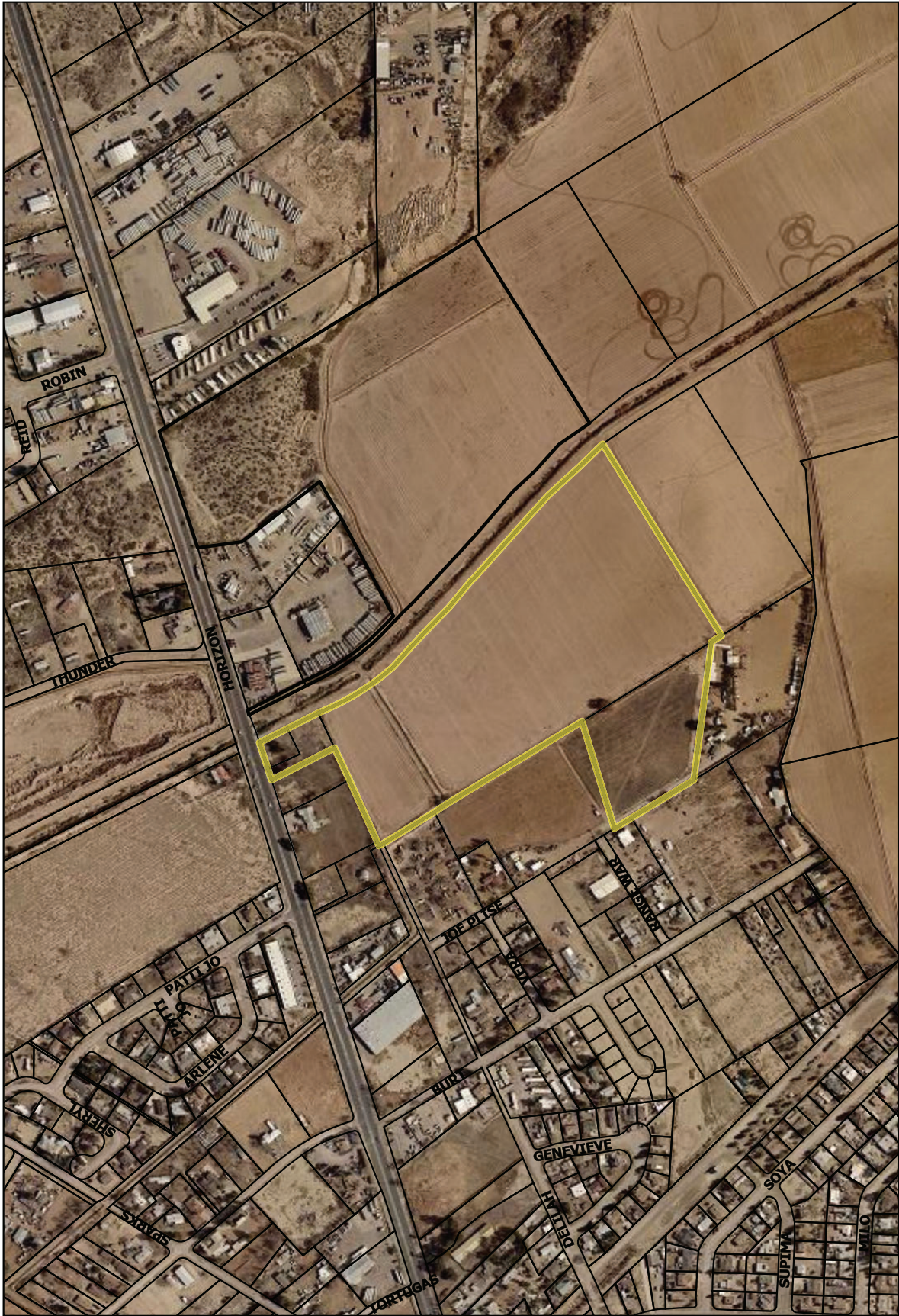
View of property from Horizon Blvd.



View of property from Range War Ct.

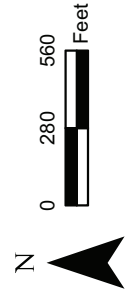


AERIAL PHOTO



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

Date prepared: 12/15/2023



[illegible]

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: 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 **will not** 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

Approve – The City **WILL** 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 _____

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

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
Grant Number: 5029201

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: 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 after-school police athletics league. The goal of the program is to support the reduction and prevention of crime in and around ools 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 **will not** 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

Approve – The City **WILL** 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 _____

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

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

Ivy Avalos
Mayor

ATTEST:

Olivia Navarro
City Clerk
Grant Number: 5029401

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: 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 **will not** 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

Approve – The City **WILL** 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 _____

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

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.

CITY OF SOCORRO

Ivy Avalos
Mayor

ATTEST:

Olivia Navarro
City Clerk

Grant Number: 5030601

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: 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 **will not** 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

Approve – The City **WILL** 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 _____

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

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.

CITY OF SOCORRO

Ivy Avalos
Mayor

ATTEST:

Olivia Navarro
City Clerk

Grant Number: 5030401

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: 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 **will not** 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

Approve – The City **WILL** 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 _____

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

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

Ivy Avalos
Mayor

ATTEST:

Olivia Navarro
City Clerk
Grant Number: 5032101

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: 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

Approve – The City **WILL** 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?

[Tree City USA](#) 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.

[Growth Awards](#) 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

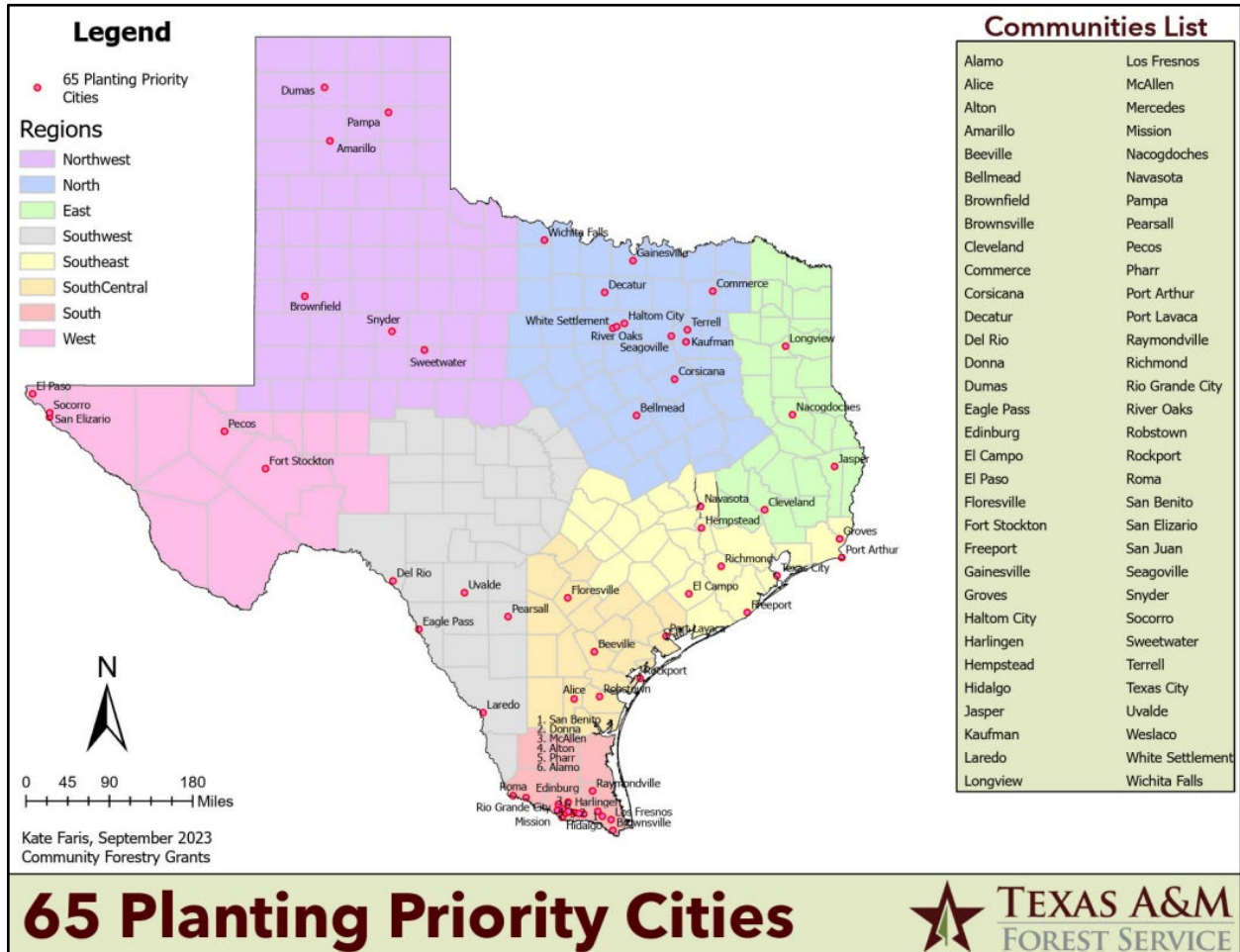
1 Award for \$550,000

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.

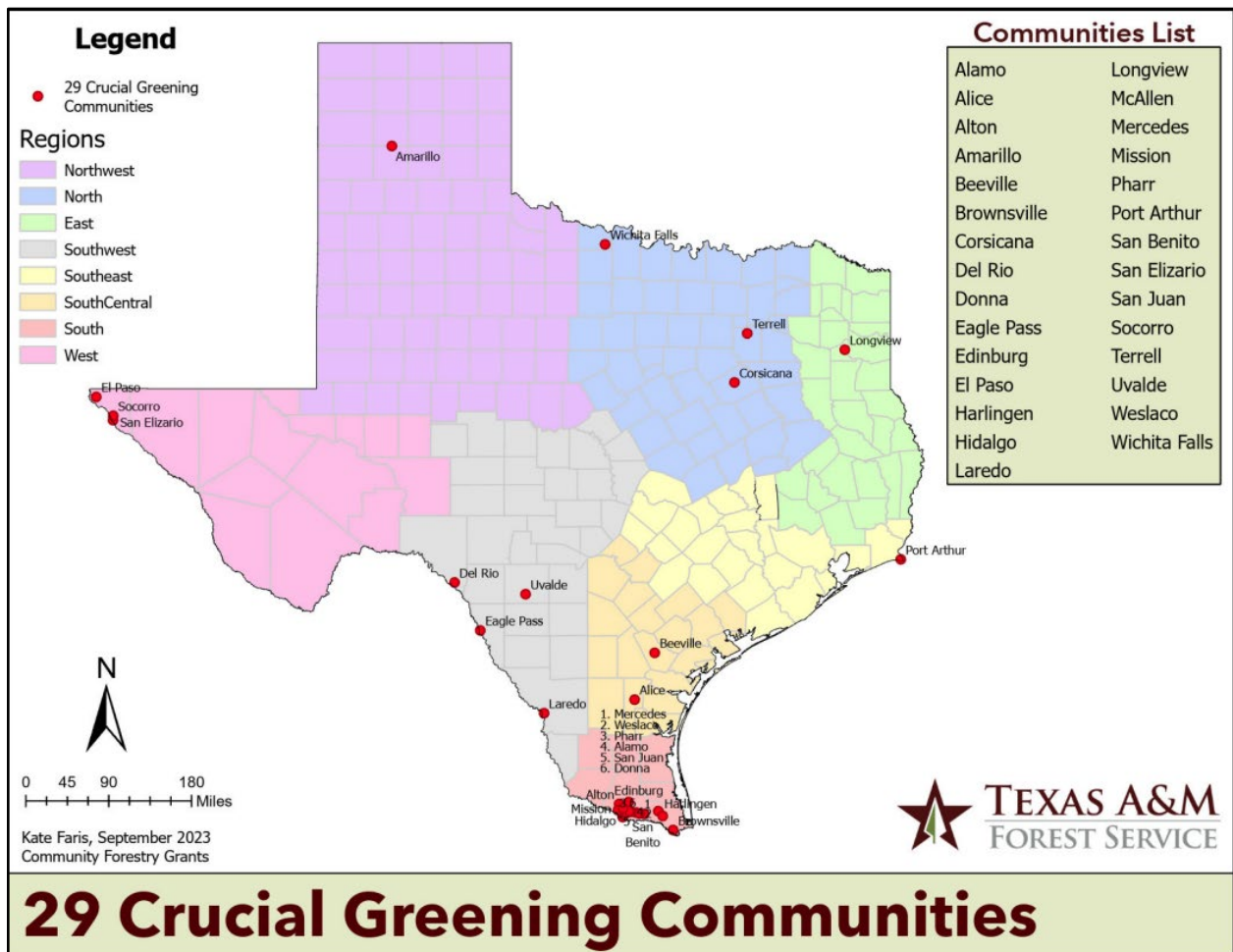
The 65 Planting Priority Cities will be prioritized for the Tree Planting grant category and will be the focus of the Geospatial Analysis 65 project.



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.



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 22, 2024

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 _____
- .

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 22, 2024

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.

SUMMARY

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 Edward Byrne 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

Contact: Chief David Burton

Phone #: 915-858-6986

Email: policechief@costx.us

Integrator:

Job Site: Multiple City Locations

Job Address: 860 & 901 North Rio Vista
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
2. 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.

Part Id	Description	Price	Qty	TOTALS
Server				
EAGLB0001	EAGL Base Package - Server Only	25,000.00	1	25,000.00
Sensors				
DYIOT	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

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	




Deployment Maps

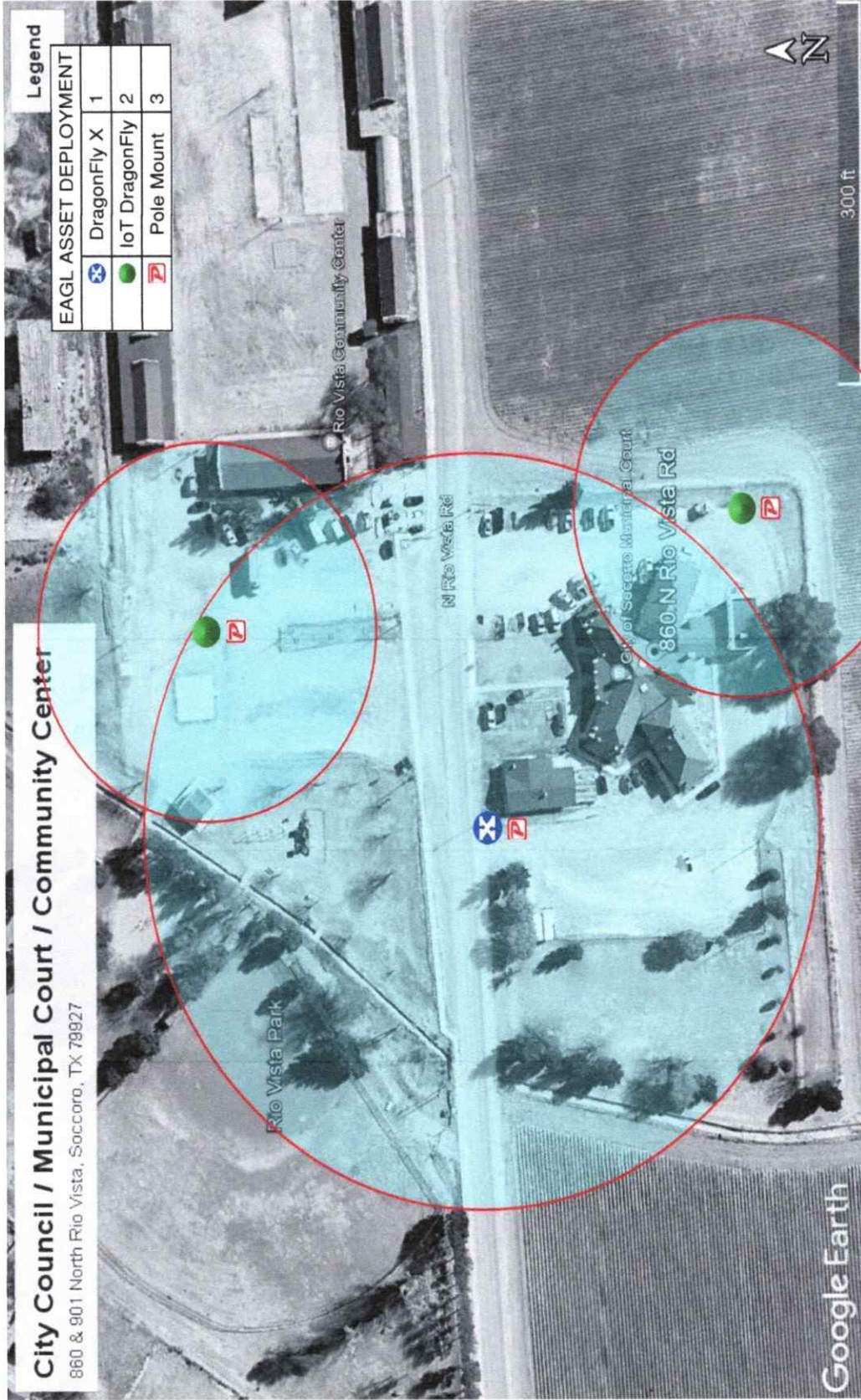


City Council / Municipal Court / Community Center

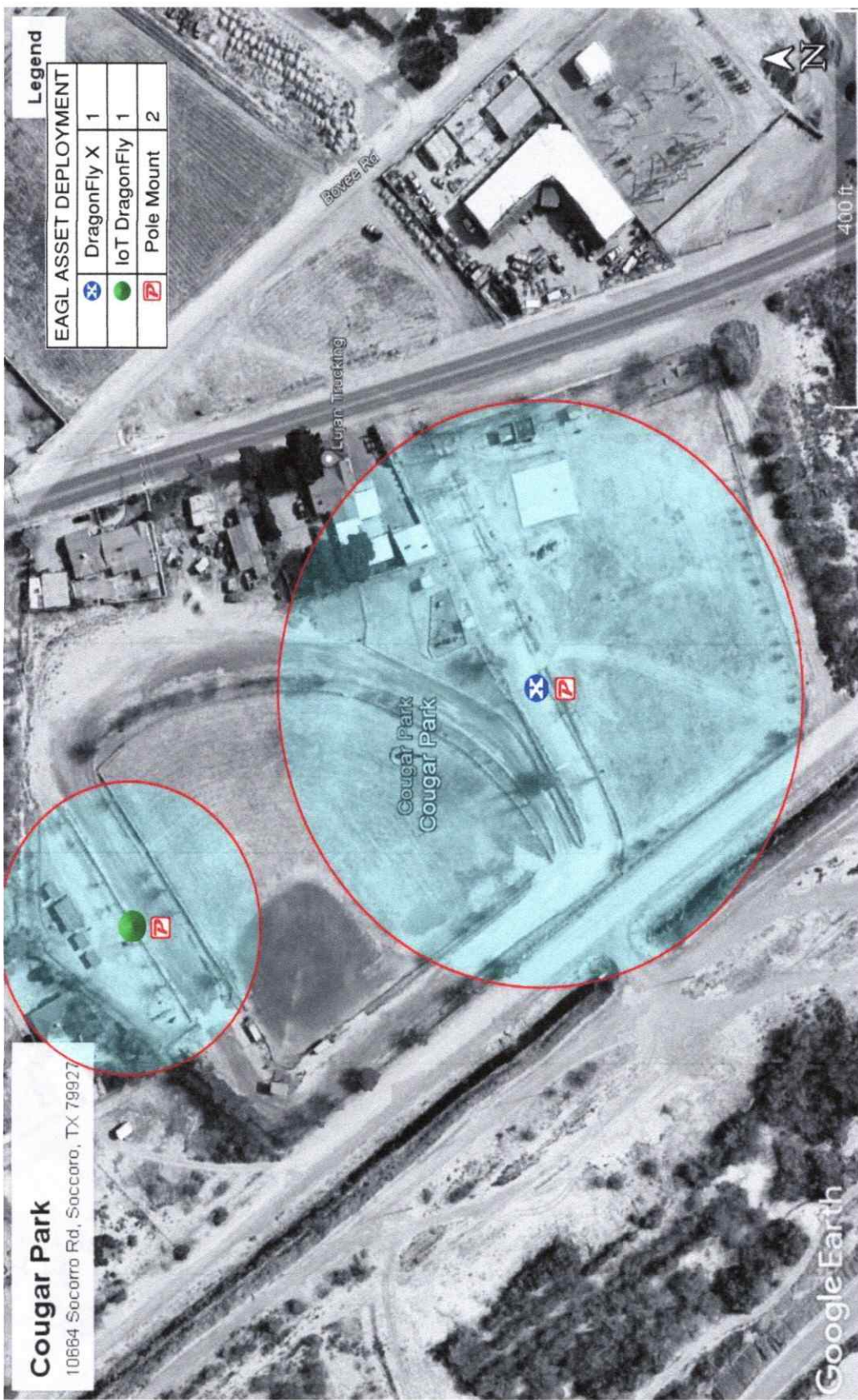
860 & 901 North Rio Vista, Soccarr, TX 79927

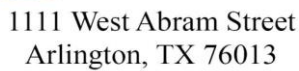
Legend

EAGL ASSET DEPLOYMENT		
	DragonFly X	1
	IoT DragonFly	2
	Pole Mount	3



Google Earth





Socorro PD Street Sentry Fixed System (Purchase Option)

Quote Expiration Date:

Inclusion to the HIDTA National LPR Program is effective after completion and approval of MOU between the HIDTA and AGENCY, to include required HIDTA training.

If you have any questions concerning this quote, contact Chuck Gómez at 817.271.8854 or email cgomez@johnwrightassoc.com

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 22, 2024

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 Byrne 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 _____



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

Page | 1

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

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

** 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.*

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 panel and battery	EV12FMEYL-SOLLA	5	\$2,999.00	\$14,995.00
Trailer for SP Traffic Speed Signs - LT Model - (All Radar Signs except SP800, SP700, SP600, SP400)	CRLT-1	5	\$3,749.00	\$18,745.00
Cloud Access-Radar Signs-LVL1-2Y-Renewal	CLOUDLVL1-RS-2Y	5	\$900.00	\$4,500.00
Grant Discount		1	145.00	- \$145.00

Totals

Subtotal: \$38,095.00
Freight: INCLUDED



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

Page | 2

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/>

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 22, 2024

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.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): 001/ 05520/05

Funding Source: General Fund

Amount: 25,490.40 001

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) Sourcewell Contract Number 011822-LXP

ALTERNATIVE

Deny purchase.

STAFF RECOMMENDATION

Chief Rojas and City Manager recommend approval.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
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: Jean Farmer
Lexipol's Address: 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") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Socorro Police Department

Signature:

Print Name:

Title:

Date Signed:

Lexipol, LLC

Signature:

Print Name:

Title:

Date Signed:

[Signature]
Adriana Rodarte
City Manager
1/8/24

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
				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
				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	Dispatch1 Academy Annual Subscription (Start: 10/1/2024 End: 9/30/2025)	USD 46.00	5%	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. Definitions. 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. Term; Renewal. 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 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.¹

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 Effect of Expiration or Termination. 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.

¹ **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. **Fees; Invoicing.** 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 **Professional Services.** 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 consulting³, 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. **Confidentiality.** 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

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ 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. **Warranty.** 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. **Indemnification.** 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. **Limitation of Liability.** 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.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior 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 **General Interpretation.** 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 **Invalidity of Provisions.** 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 **Compliance; Governing Law.** 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 **Assignment.** 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 **Waiver.** 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 **Notices.** 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
Agency's Address: 670 Poona Rd
Socorro, Texas 79927

Agency's Sourcewell Member ID: 200349

Attention: Chief Robert Rojas

Sales Rep: Jean Farmer
Lexipol's Address: 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") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Socorro Police Department

Signature:

Print Name:

Title:

Date Signed:

Lexipol, LLC

Signature:

Print Name:

Title:

Date Signed:

[Handwritten Signature]

Adriana Rodarte

City Manager

1/9/24

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

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

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. Definitions. 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. Term; Renewal. 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 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.¹

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 Effect of Expiration or Termination. 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.

¹ **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.

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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.

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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.

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³ 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 for 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. **Warranty.** 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. **Indemnification.** 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. **Limitation of Liability.** 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.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior 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 **General Interpretation.** 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 **Invalidity of Provisions.** 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 **Compliance; Governing Law.** 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 **Assignment.** 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 **Waiver.** 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 **Notices.** 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: Lorraine 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 25TH day of January 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

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. DEFINITION OF CONTRACTOR

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. EFFECTIVE DATE; TERM; TERMINATION

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 Contractor'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.

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

By: _____

Printed Name: _____

Title: _____

CITY OF SOCORRO

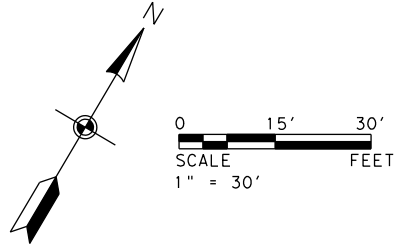
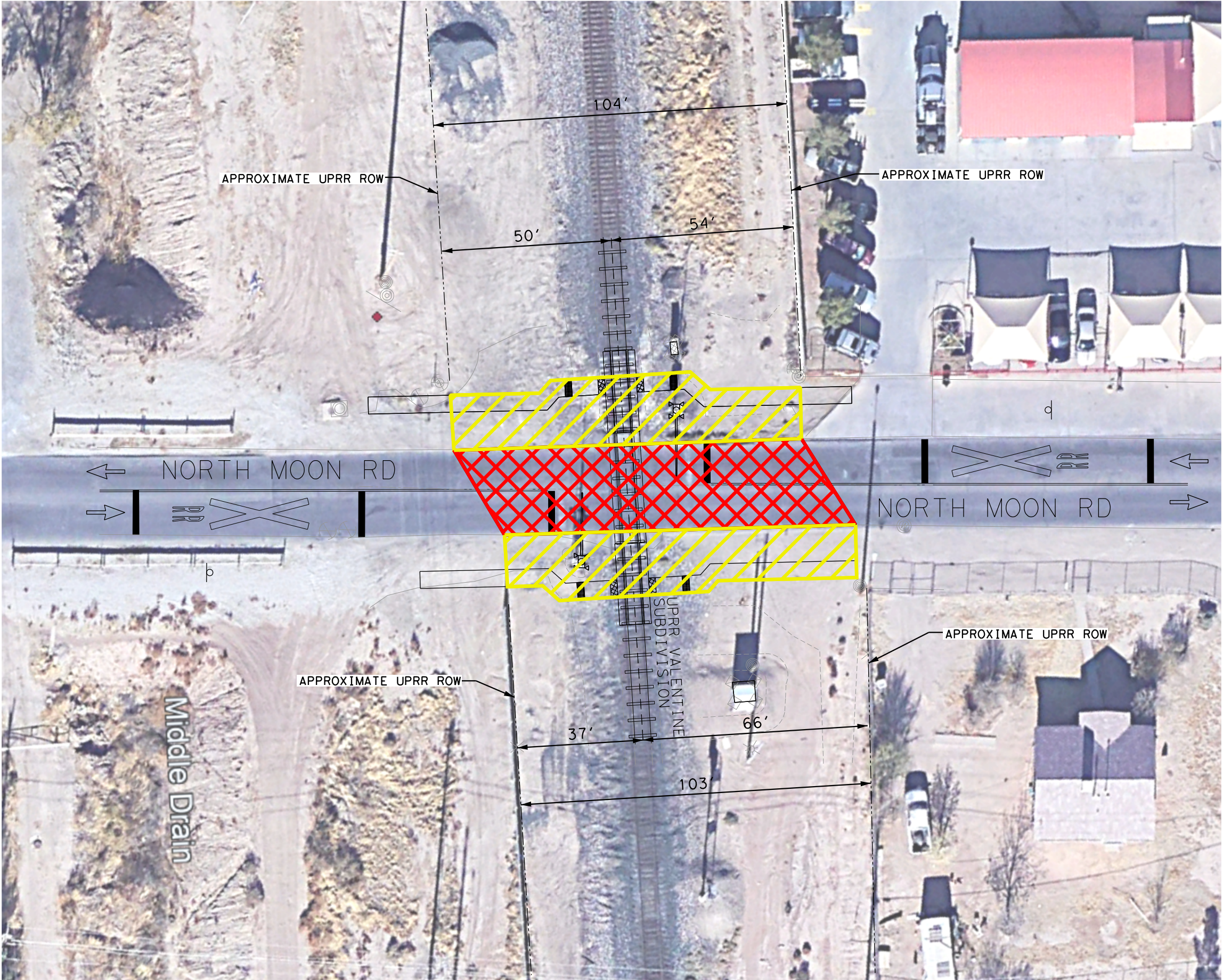
By: _____



Printed Name: _____

Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



- 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

TRANSYSTEMS

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. 6	FEDERAL AID PROJECT NO. SEE TITLE SHEET		HIGHWAY NO. MOON RD
GRAPHICS VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SGK	TEXAS	ELP	EL PASO	1
CHECK	CONTROL	SECTION	JOB	
BMO	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)

DATE:5/22/2023 TIME:8:53:08 AM
FILE:G-COV-0036.dgn

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

*5	RCD(1)-22
*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.



Blanca M. Obregon
Signature of Registrant & Date P.E. 5/22/2023

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

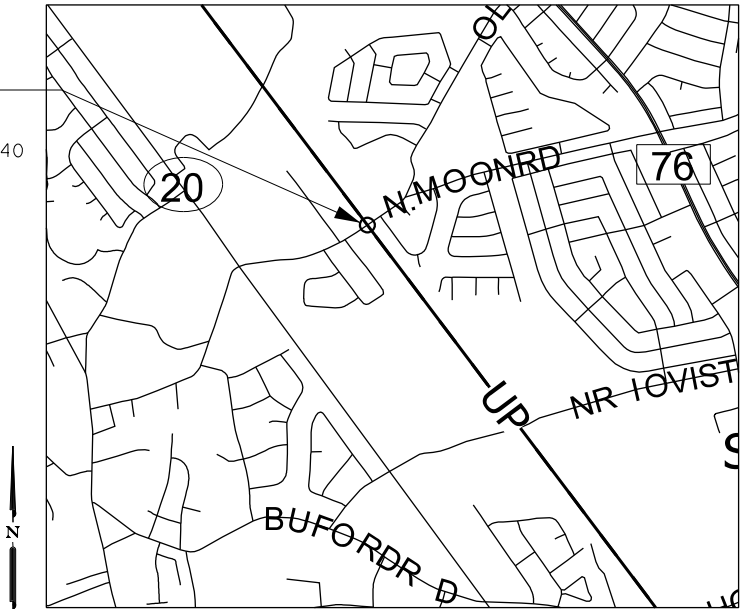
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT
STP
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

NORTH MOON RD
CSJ: 0924-06-671
DOT NO. 764 225P
RR MILEPOST 813.640



PROJECT LOCATION MAP
N. T. S.

2	REMOVED SIGNS AND PAVEMENT MARKINGS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE

DESIGN SGK	FED. RD. DIV. NO. 6	FEDERAL AID or STATE PROJECT NO.		HIGHWAY NO. MOON RD
GRAPHICS VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK BMO	TEXAS	ELP	EL PASO	1
CHECK SGK	CONTROL	SECTION	JOB	
	0924	06	671	

NOTES:

- RAILROAD SIGNAL CIRCUITS FOR THIS PROJECT WERE NOT DESIGNED BY THE UNDERSIGNED ENGINEER.
- 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.
- AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) COMMUNICATIONS & SIGNALS MANUAL SPECIFICATIONS SHALL GOVERN THIS PROJECT.

CITY OF SOCORRO

APPROVED 20



Texas Department of Transportation

© 2023 BY TEXAS DEPARTMENT OF TRANSPORTATION
ALL RIGHTS RESERVED

RECOMMENDED
FOR LETTING 20

, P.E.
DIRECTOR OF TRANSPORTATION
OPERATIONS

APPROVED
FOR LETTING: 20

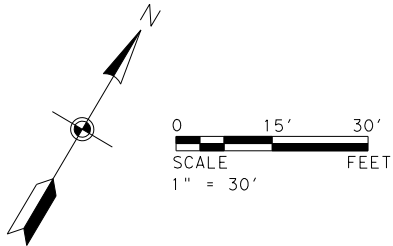
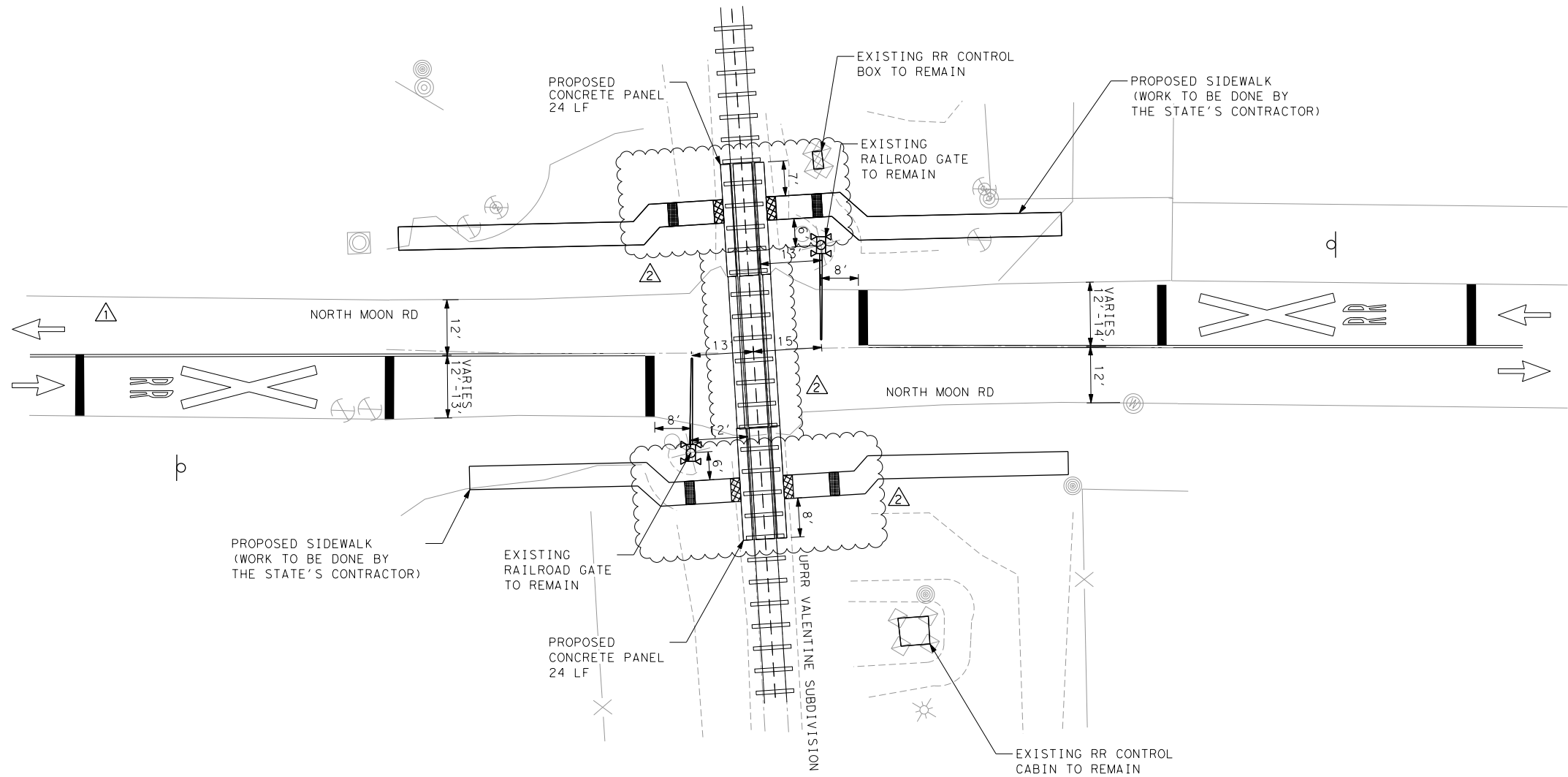
RAIL GRADE CROSSING SECTION
DIRECTOR

APPROVED
FOR LETTING: 20

DISTRICT ENGINEER

5/22/2023 11:49:12 AM

CI-036.dgn



NOTES:

1. FINAL RAILROAD SIGNAL PLACEMENT TO BE DETERMINED BY RAILROAD COMPANY.
2. SEE RCD(1) AND RCD(2) FOR DETAILS ON SIGNING AND STRIPING.
3. PAVEMENT MARKING AND SIGNS ARE SHOWN FOR INFORMATION ONLY AND WILL BE INSTALLED BY THE STATE'S CONTRACTOR.

2	REMOVED SIGNS & PVMT MRKS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE



Blanca M. Obregon
5/22/2023
TEXAS REGISTERED ENGINEERING FIRM F-3557

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 SGK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. SEE TITLE SHEET		HIGHWAY NO. VARIES
GRAPHICS VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SGK	TEXAS	AMA	POTTER	2
CHECK	CONTROL	SECTION	JOB	
BMO	0904	02	044	

GENERAL NOTES


1. 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



5/22/2023
TEXAS REGISTERED ENGINEERING FIRM F-3557

TRANSYSTEMS

2777 ALLEN PARKWAY,
SUITE 500
HOUSTON, TX 77019
(713) 807-0600



Texas Department of Transportation
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GENERAL NOTES

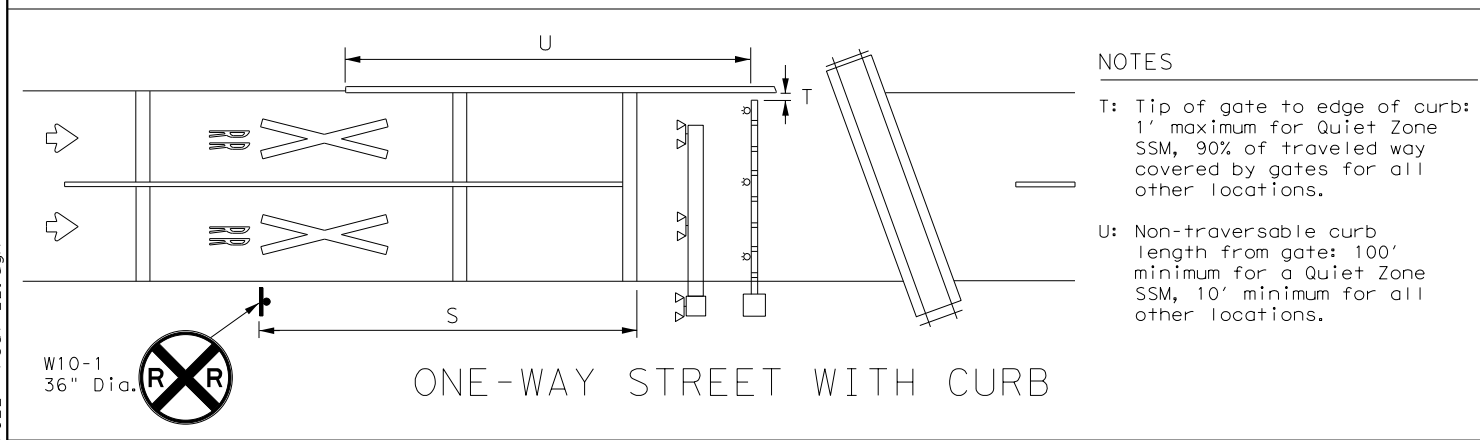
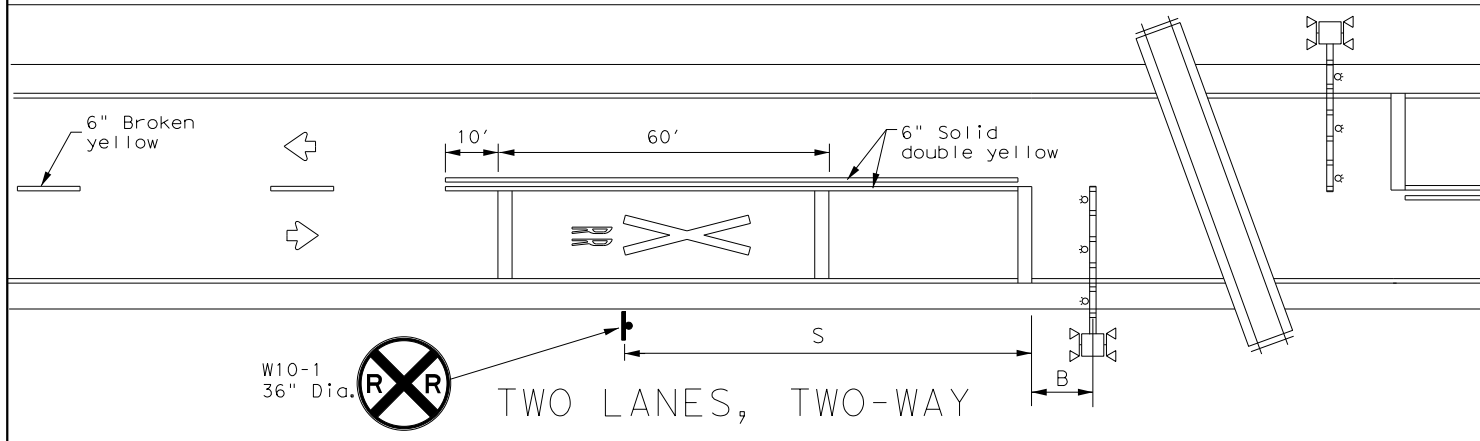
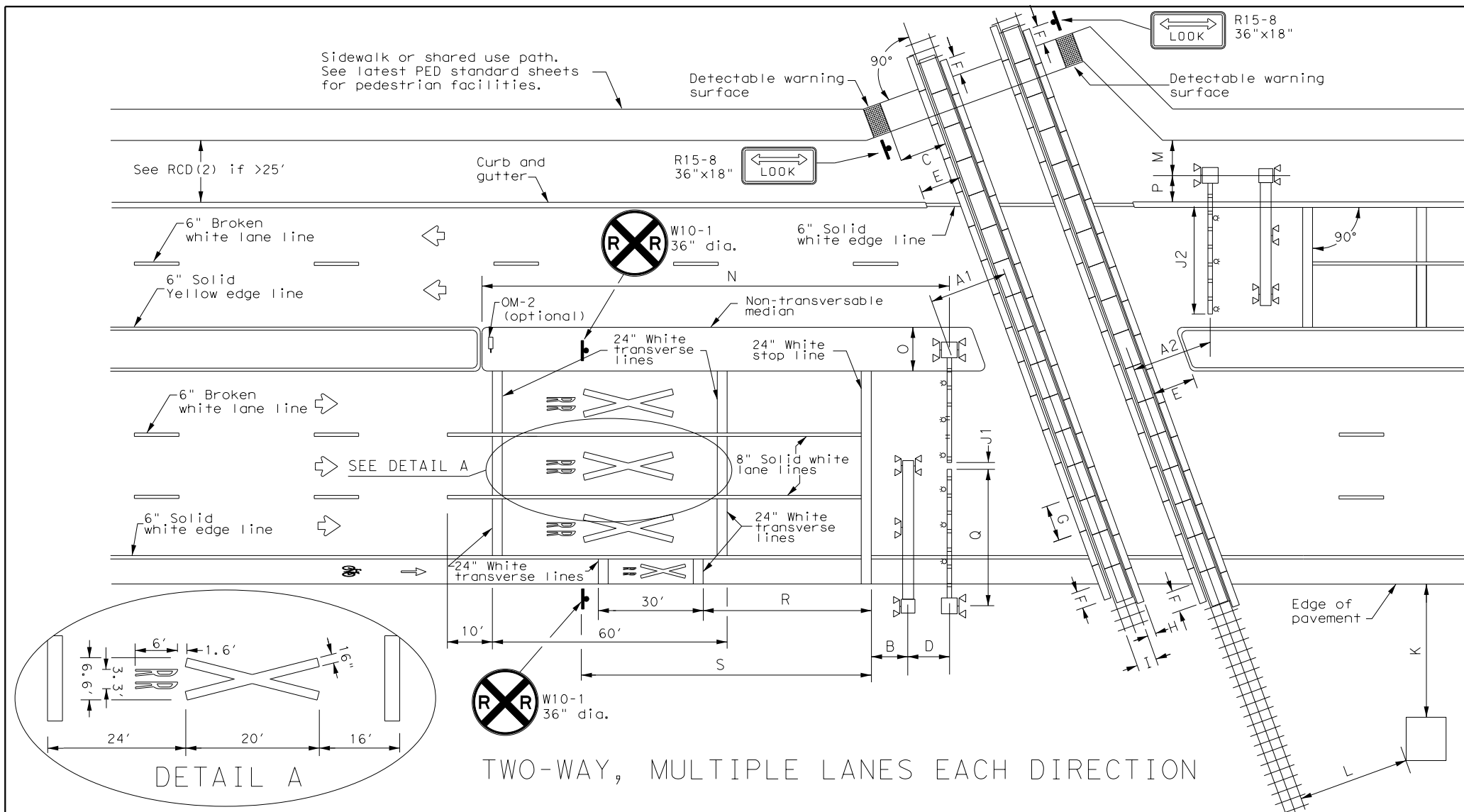
DESIGN SGK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. SEE TITLE SHEET		HIGHWAY NO. MOON RD
GRAPHICS VD	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SGK	TEXAS	ELP	EL PASO	3
CHECK	CONTROL	SECTION	JOB	
BMO	0924	06	671	

SUMMARY OF QUANTITIES	
ITEM NO	5104
DESC CODE	6013
LOCATIONS	INSTALL ROAD CROSS CONC PANEL
	LF
N. MOON RD (764 225P)	48
TOTALS	48





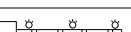

2

2	REMOVED SIGNS & PVMT MRKS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE
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DATE: 5/22/2023 8:53:27 AM
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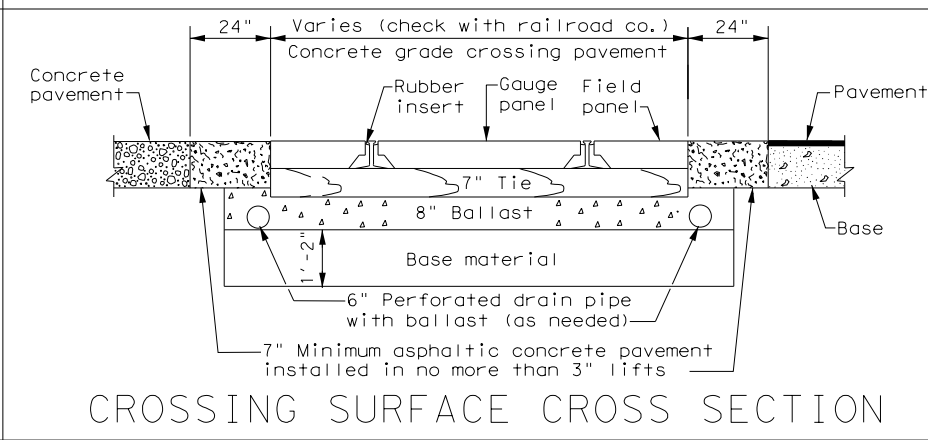



Approach Speed (mph)	Desirable Placement (feet)
20	100
25	100
30	100
35	100
40	125
45	175
50	250
55	325
60	400
65	475
70	550
75	650

LEGEND	
	Sign
	Object Marker
	Traffic Flow
	Cantilever
	Gate Assembly
	Mast Flasher Pair

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				Traffic Safety Division Standard					
<h1>RAILROAD CROSSING DETAILS</h1> <h2>SIGNING, STRIPING, AND DEVICE PLACEMENT</h2> <h3>RCD (1) - 22</h3>									
FILE: rcd1-22.dgn		DN: TxDOT		CK: TxDOT		DW: TxDOT		CR: TxDOT	
2-16 11-22 REVISIONS		CONT		SECT		JOB		HIGHWAY	
		0924		06		671		MOON RD.	
		DIST		COUNTY				SHEET NO.	
		ELP		EL PASO				5	

DATE: 5/22/2023 8:53:29 AM
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-
- Diagram of a 100-foot long, 12-foot wide shared use path. The path is divided into three sections: a 50-foot section with a crosswalk, a 50-foot section with a crosswalk, and a 12-foot section with a crosswalk. The path is labeled "Shared use path" and includes a north arrow. The path is bordered by a sidewalk on the left and a road on the right. The path is labeled with stationing markers 1, 8, 9, and 10.

1. A shared use path is considered a separate pathway crossing when more than 25' from traveled way of adjacent roadway.
2. Detectable warning used at stop bar.
3. Smaller signs preferred. See the Design of Bicycle Signs section within the TMUTCD for sizing details.

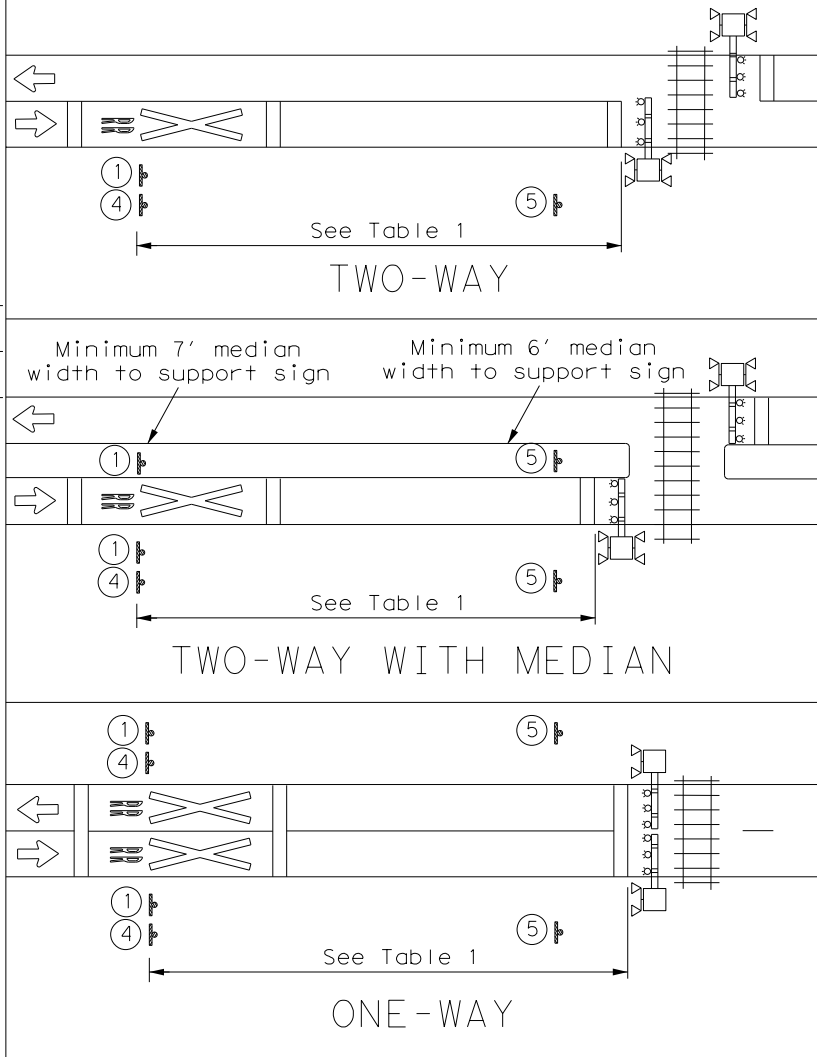
GENERAL NOTES

1. Railroad company to provide active traffic control devices, CROSSBUCK (R15-1), NUMBER OF TRACKS (R15-2P) plaque (if more than 1 track), and EMERGENCY NOTIFICATION (I-13) signs.
2. LOW GROUND CLEARANCE (W10-5) signs may be relocated further upstream of crossing to provide advance warning of alternate route.
3. GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-2) signs may be modified as needed to fit roadway geometry.
4. Table 1 placement distances may vary per the Placement of Warning Signs section of the MUTCD.
5. See Table 1 to determine placement of STOP AHEAD (W3-1) and YIELD AHEAD (W3-2) signs unless shown otherwise.
6. DO NOT STOP ON TRACKS (R8-8) signs installed when potential for vehicles stopping on tracks is significant as determined by sealing engineer. Install so sign does not block view of RR mast.
7. See the Standard Highway Sign Design for Texas (SHSD) manual for sign and pavement marking details.



This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-Intersection design below.

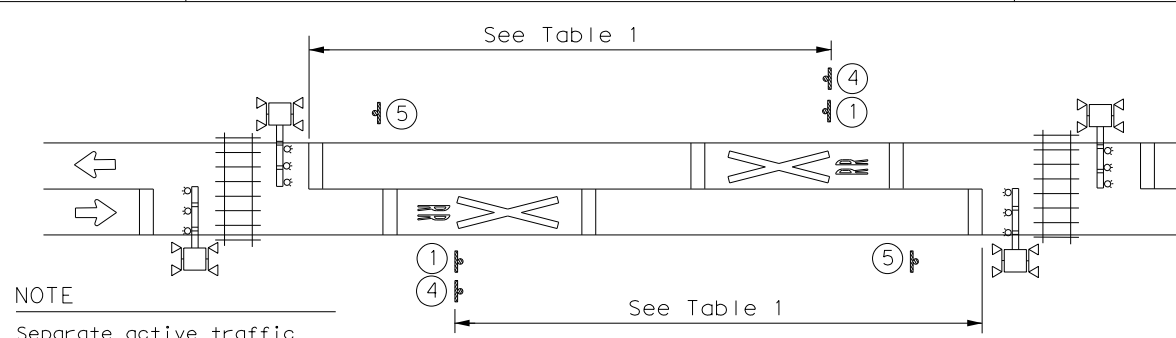
GRADE CROSSING NEAR A PARALLEL STREET




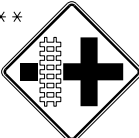




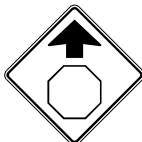






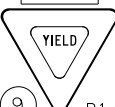




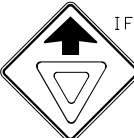
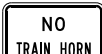
Railroad crossing pavement markings and adjacent signs not included when distance between near edge of intersection and near rail is less than 100'. GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-3) signs installed on roadway parallel with rail in this case.

*Use Table 1 if sufficient space exists.

T-INTERSECTION



TWO ADJACENT CROSSINGS

SIGNS			
<p>**</p>  <p>① W10-1 36" X 36"</p>	<p>**</p>  <p>② W10-2L 36" X 36"</p>	<p>**</p>  <p>③ W10-2R 36" X 36"</p>	<p>IF NEEDED</p>  <p>④ W10-5 36" X 36"</p> <p>W10-5P 30" X 24"</p> 
<p>IF NEEDED</p>  <p>⑤ R8-8 24" X 30"</p>	<p>IF NEEDED</p>  <p>⑥ W3-1 30" X 30"</p>	 <p>R1-1 36" X 36"</p> <p>R1-3P 18" X 6"</p>  <p>⑦</p>	 <p>R15-1 48" X 9"</p> <p>R15-2P 27" X 18"</p>  <p>R1-1 36" X 36"</p>  <p>⑧</p>
 <p>R15-1 48" X 9"</p> <p>R15-2P 27" X 18"</p>  <p>⑨ R1-2 48" X 48" X 48"</p>	 <p>R15-1 48" X 9"</p> <p>R15-2P 27" X 18"</p>  <p>⑩</p>	 <p>W10-1 36" Dia.</p> <p>W10-13P 30" X 24"</p>  <p>⑪ **</p>	<p>REPORT EMERGENCY OR PROBLEM 1-800-555-5555 CROSSING 836 597 H</p> <p>Sign may be placed pendent. to travel lanes.</p> <p>⑫ I-13 15" X 9"</p>
<p>IF NEEDED</p>  <p>⑬ W3-2 30" X 30"</p>	<p>** Includes a NO TRAIN HORN (W10-9P) plaque if crossing is in a Quiet Zone. If needed, is mounted below W10-2/W10-3/W10-4 signs.</p>		
<p>W10-9P 30" X 24"</p> 			



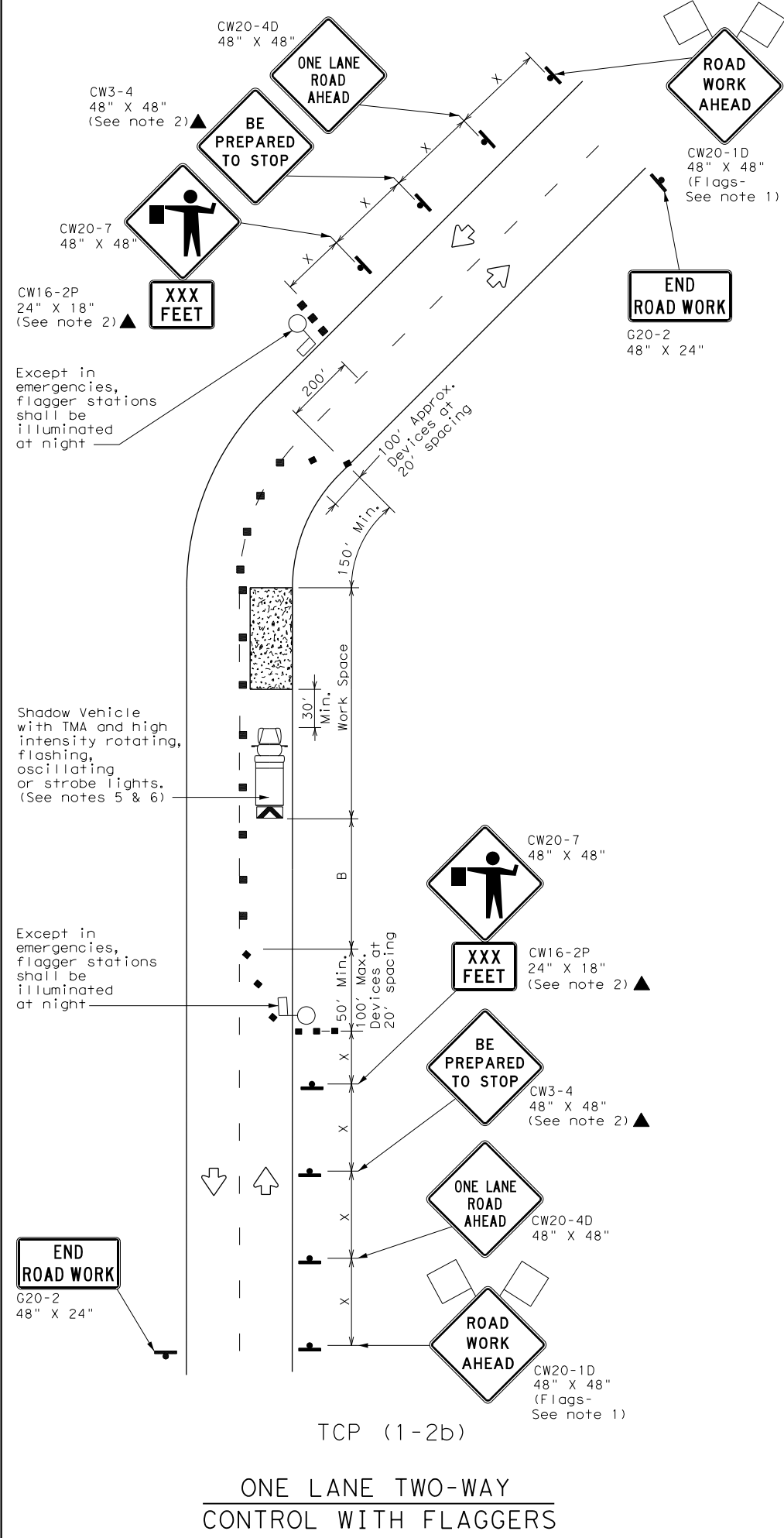
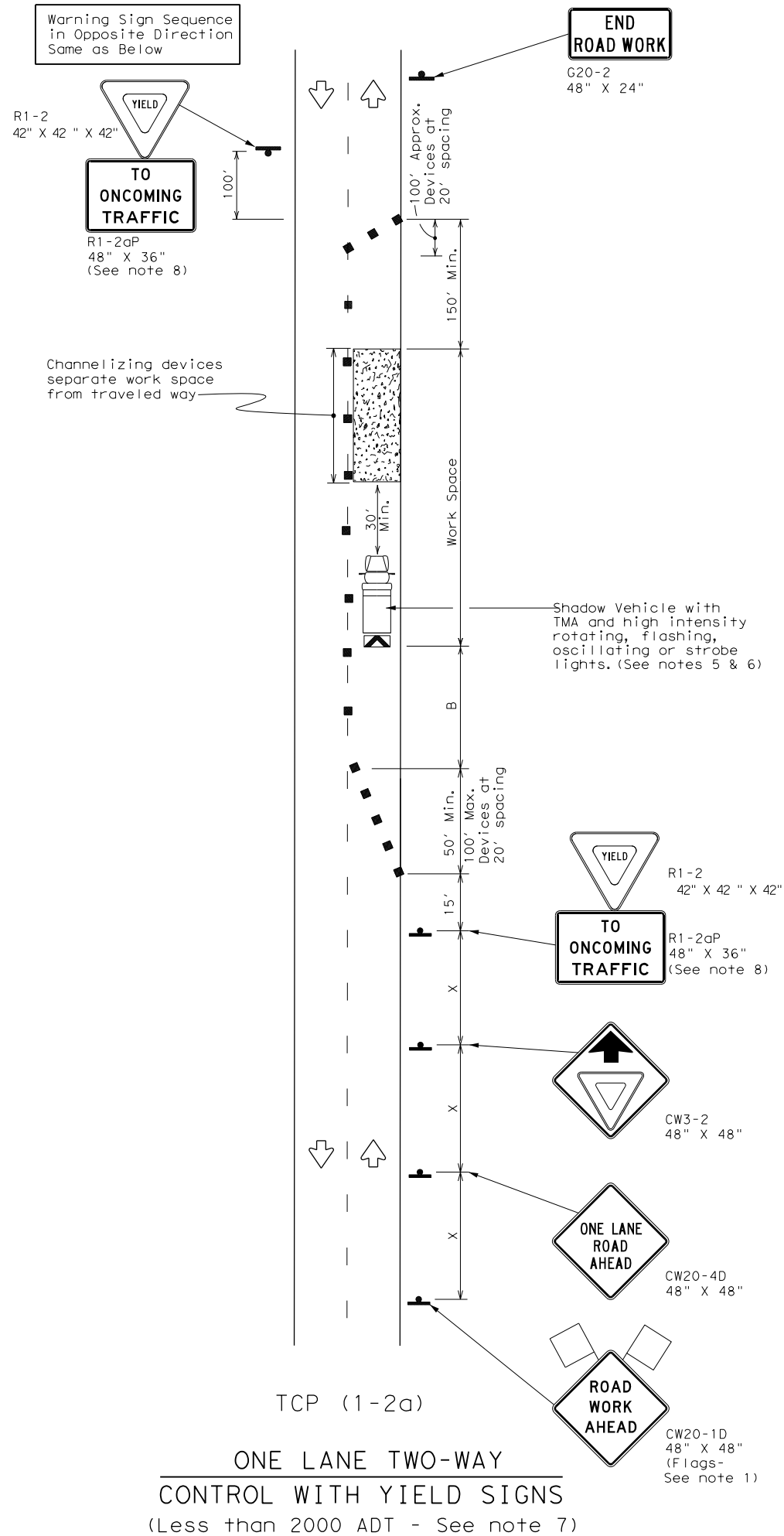
RAILROAD CROSSING DETAILS SIGNING & STRIPING

RCD (2) - 22

FILE: rcd2-22.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2022	CONT	SECT	JOB	HIGHWAY
REVISONS	0924	06	671	MOON RD
2-16	DIST	COUNTY	SHEET NO.	
11-22	ELP	EL PASO	6	

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DATE: 5/22/2023 8:53:32 AM
FILE: tcp1-2-18.dgn



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * X	Formula	Minimum Desirable Taper Lengths ** X X			Suggested Maximum Spacing of Channelizing Devices X X		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		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		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 DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
 - 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.
 - 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.
 - 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.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TC (1-2a)
- 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.
 - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TC (1-2b)
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - 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).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - 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 2-94 2-12 1-97 2-18	0924	06	671	MOON RD			
	DIST	COUNTY		SHEET NO.			
	ELP	EL PASO		7			

**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. **Definitions.** 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.**

(i) 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.

(iii) 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.

D. **Compliance With Laws.** The Political Body shall comply with all applicable 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. **No Interference or Delays.** 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. **Supervision.** 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. **Suspension of Work.** 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. **Explosives.** 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. **Excavation.** 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. **Drainage.** 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. **Notice.** 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. **Fiber Optic Cables.** 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 into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on 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 _____, in _____ County, 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 dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

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. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all 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

[Insert mailing address]

Attn: _____

Project 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 PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

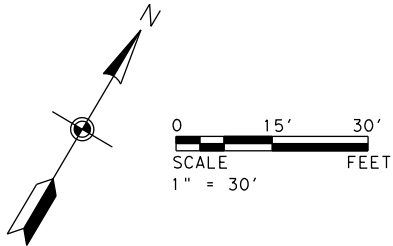
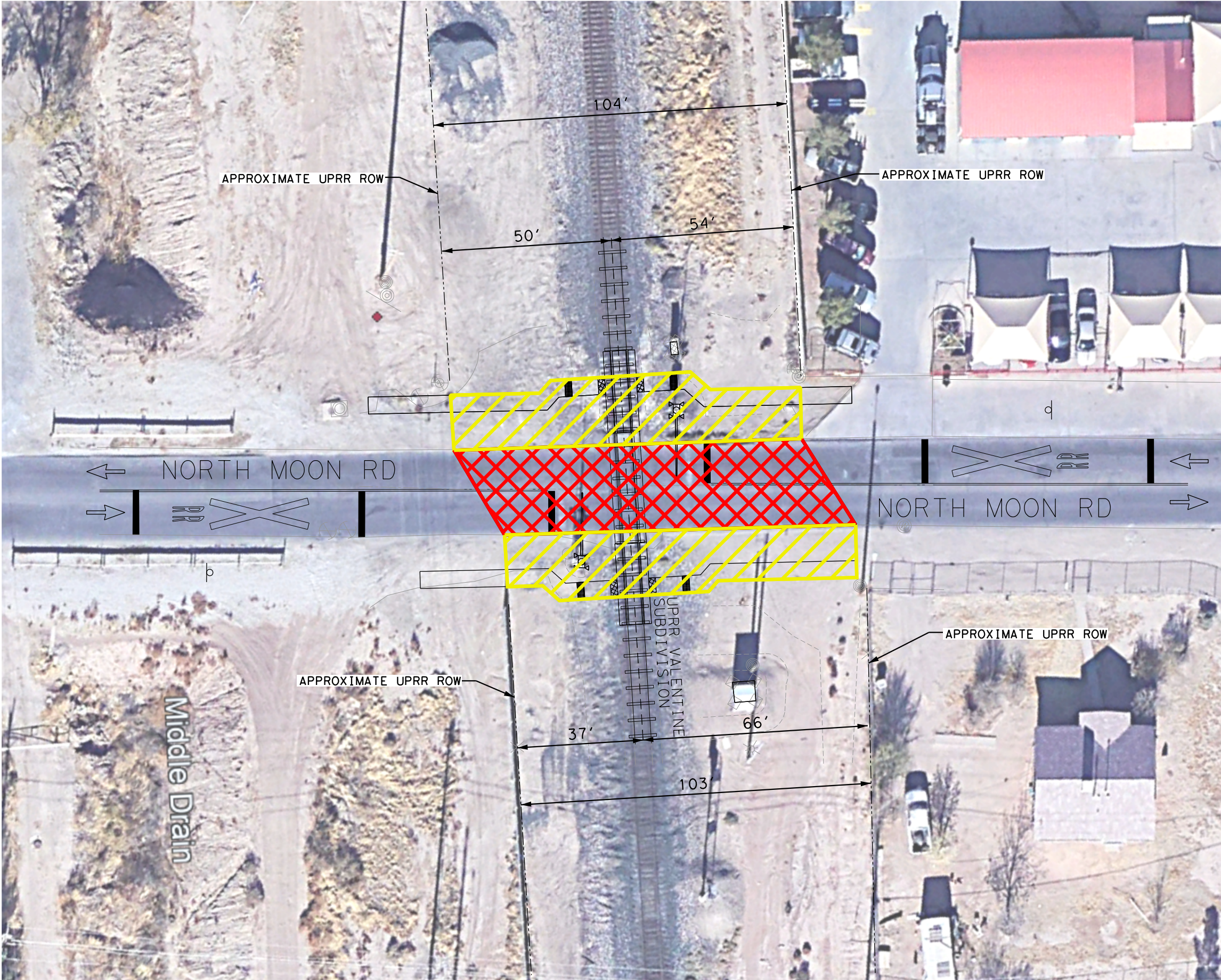
E-Mail: _____



EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

7/21/2023 3:26:48 PM

CI-036-FootPrint-Exn.dgn



- 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

TRANSYSTEMS

2777 ALLEN PARKWAY,
SUITE 500
HOUSTON, TX 77019
(713) 807-0600



NORTH MOON RD
ROADWAY FOOT PRINT
EXHIBIT

SCALE: 1" = 30'

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			HIGHWAY NO.
SGK	6	SEE TITLE SHEET			MOON RD
GRAPHICS	STATE	DISTRICT	COUNTY	1	SHEET NO.
VD	TEXAS	ELP	EL PASO		
CHECK	CONTROL	SECTION	JOB		
SGK	0924	06	671		
CHECK					
BMO					

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. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

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. INDEMNITY.

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. Commercial General Liability** 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. Workers' Compensation and Employers' Liability** 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. **Umbrella or Excess** 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.
- I. 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.

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: Lorraine 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

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2/ Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

RESOLUTION 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.

READ, APPROVED AND ADOPTED this ____ day of ____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

Ivy Avalos
Mayor

Ruben Reyes
Representative
At Large

Cesar Nevarez
District 1



Alejandro Garcia
District 2/ Mayor Pro Tem

Rudy Cruz, Jr.
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

RESOLUTION _____

A RESOLUTION 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.

READ, APPROVED AND ADOPTED this _____ day of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

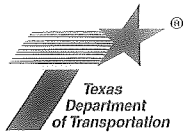
Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Adriana Rodarte, City Manager



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20_24_, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Socorro _____ (population _____ 34,306 _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

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

1. 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.

3. 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.
 - A. 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 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 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.
- G. 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

1. 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.
3. 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
Name

Tomas Trevino
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 (0.11 miles 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)



TxDOT MUNICIPAL MAINTENANCE AGREEMENT

City Council Meeting
January 25, 2024





TxDOT MUNICIPAL MAINTENANCE AGREEMENT

SUMMARY OF REQUEST: 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**.



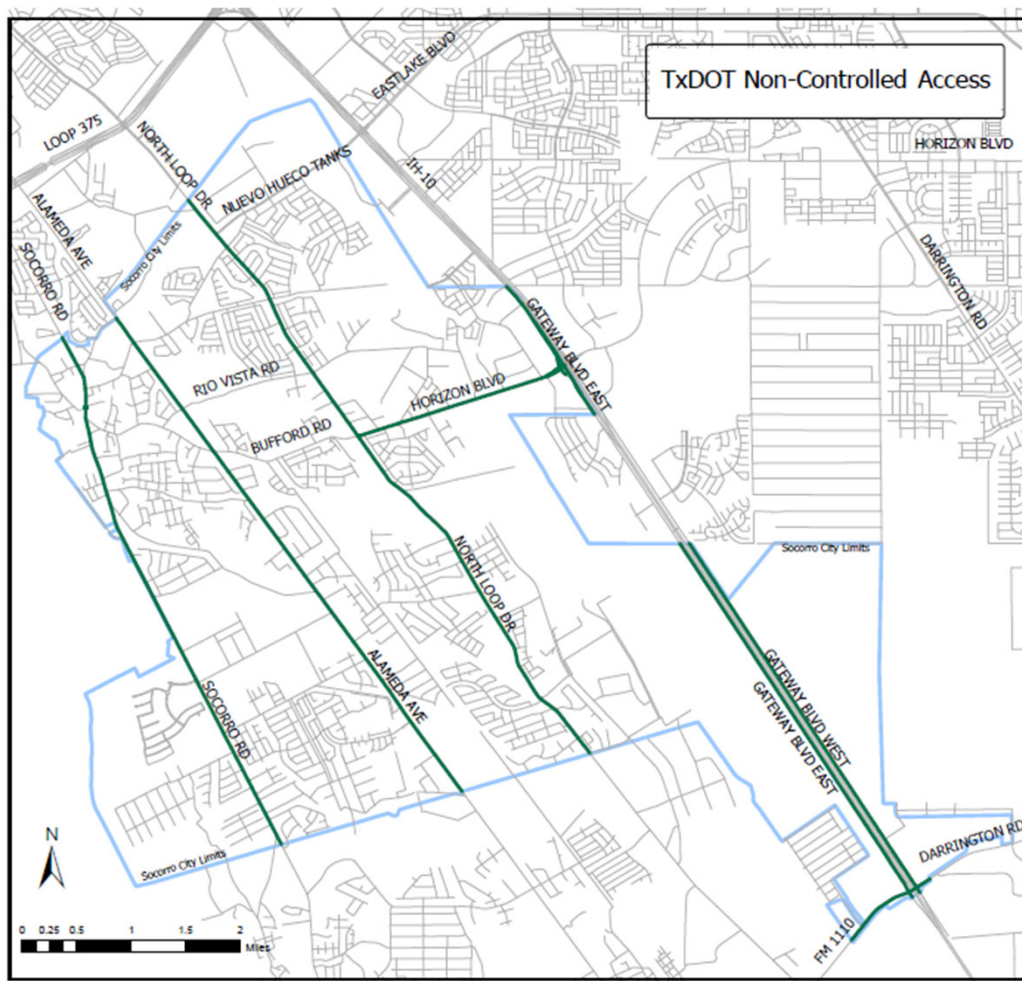
TXDOT MMA ITEMS

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 State-maintained traffic signal poles or arms or special advance street name signs on State right-of-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.

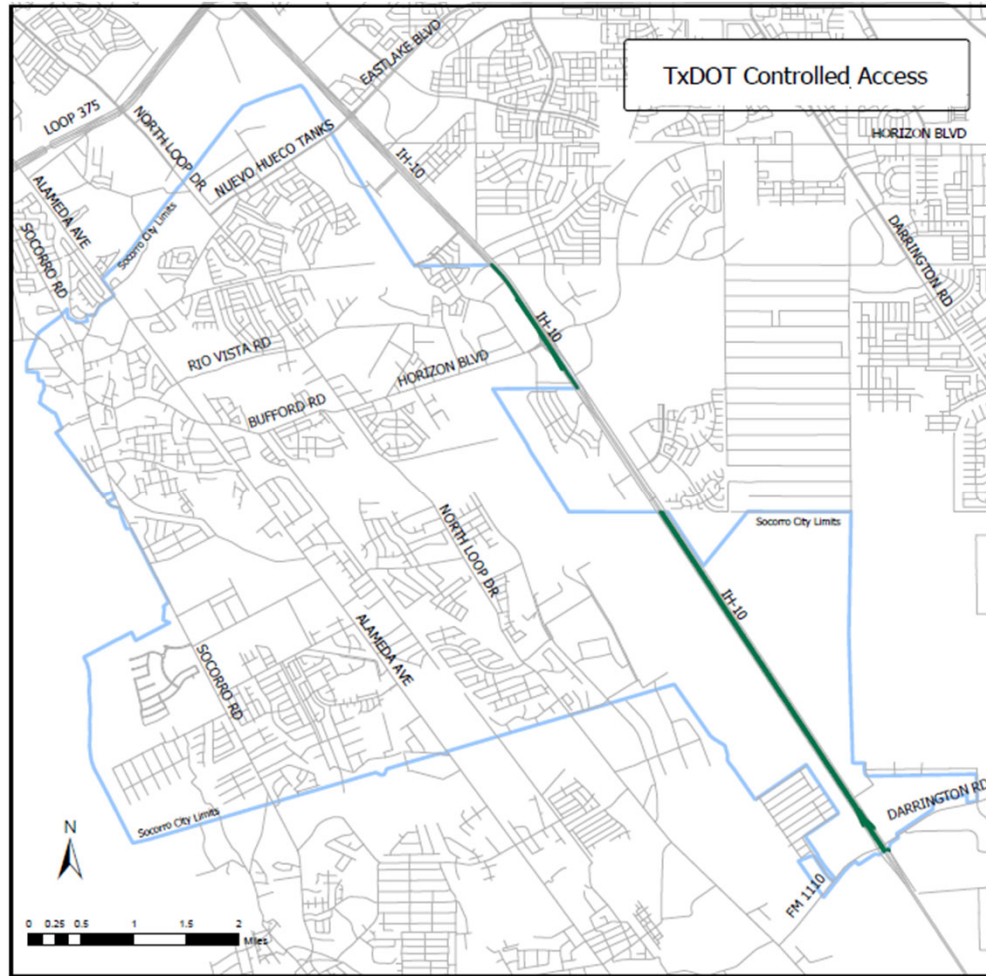


TxDOT NON-CONTROLLED ACCESS





TxDOT CONTROLLED ACCESS

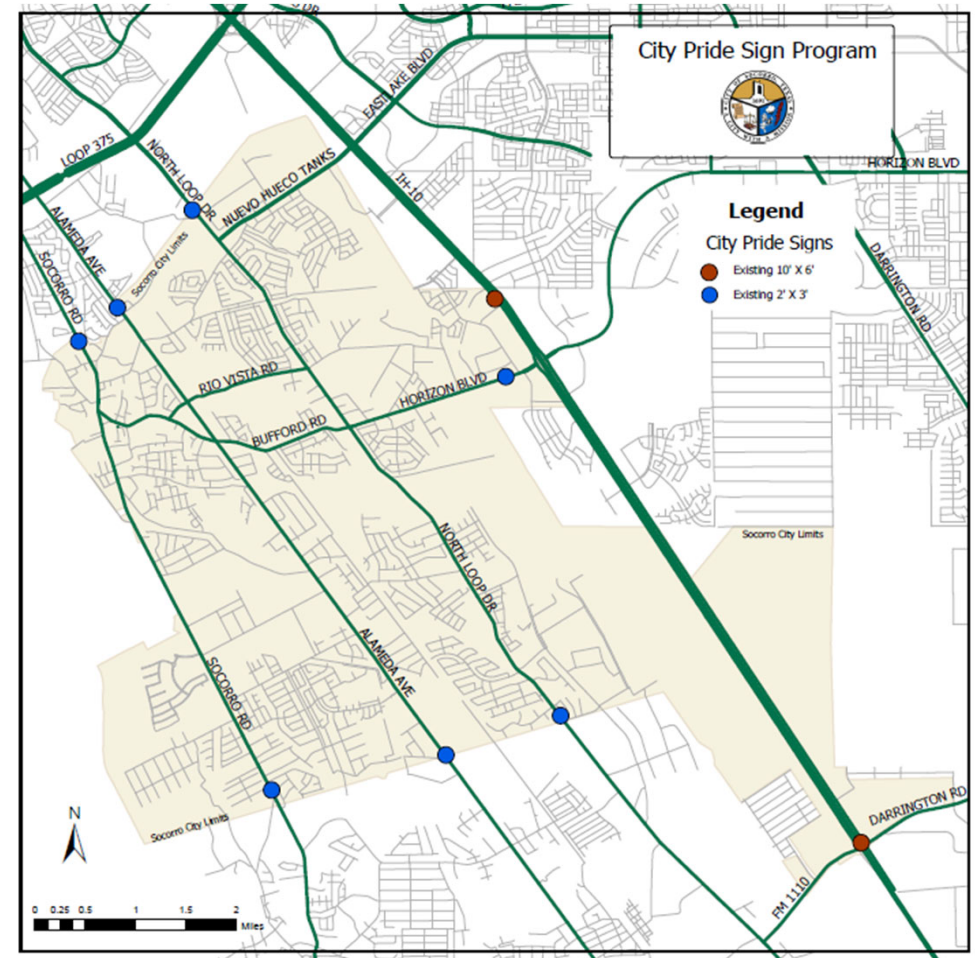




Original Sign Locations

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**

Ivy Avalos
Mayor

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: Lorraine 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

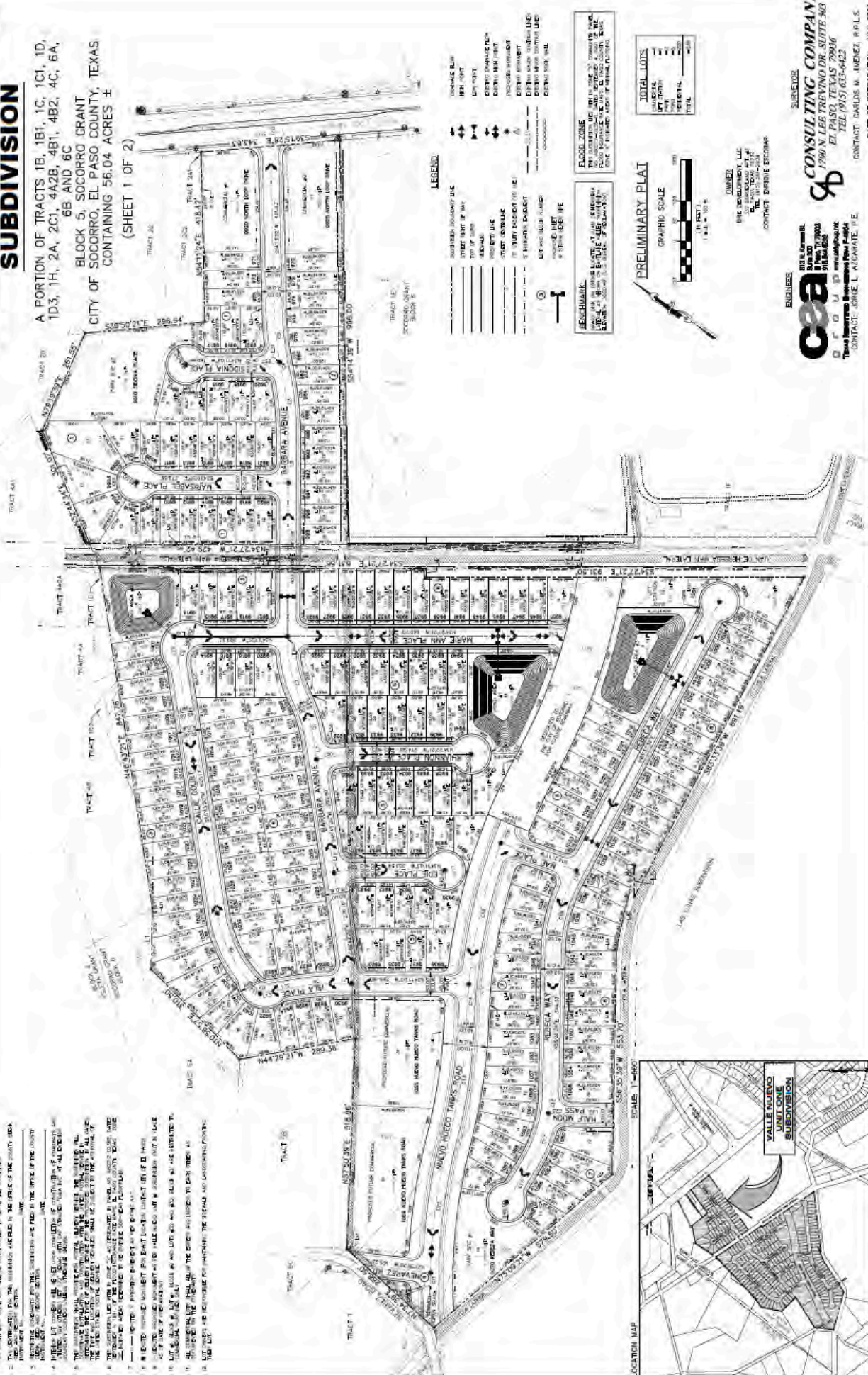
ALTERNATIVE: Deny

NO APPROVE :

STAFF RECOMMENDATION: Staff Recommends Approval.

**VALLE NUEVO UNIT ONE
SUBDIVISION**

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
CITY OF SOCORRO, EL PASO COUNTY, TEXAS
CONTAINING 56.04 ACRES ±
(SHEET 1 OF 2)



ENR
CSA
 815 N. Green St.
 Box 340
 Chicago, IL 60602
 Tel: 312/462-6000
 Fax: 312/462-6001
 E-mail: enr@csa.com
 Web: www.enr.com
 The McGraw-Hill Construction Information Group
 CONTACT: JONNE L. ALGAMATE, P.E.
 DATE OF PUBLICATION: JULY, 2021

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 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 of _____ 2024.

CITY OF SOCORRO, TEXAS

Ivy Avalos, Mayor

ATTEST:

Olivia Navarro, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

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

DATE: January 18, 2023

TO: MAYOR AND CITY COUNCIL

CC: Adriana Rodarte, City Manager

FROM: Lorraine 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 installed at 141 Passmore which make turning into the driveway difficult and the cars are hitting the curb. The work will taper 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 change 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

Amount: \$13,331.54

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

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

ALTERNATIVE

Not approve

STAFF RECOMMENDATION

APPROVE – Staff recommends approval of the change orders.

REQUIRED AUTHORIZATION

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

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Allen Concrete

2. Change Order Work Limits: Sta. 104+75 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

The median installed at 141 Passmore make turning into the driveway difficult and the cars are hitting the curb. This work will tamper both sides of the median at a 30 degree angle to provide access to driveway.

CCSJ: 0924-06-604
Project: Passmore SUP
Highway: CS-Passmore
County: El Paso
District: El Paso
Contract Number: _____

5. New or revised plan sheet(s) are attached and numbered: N/A

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this C.O.: <u>3</u></p> <p>Amt. added by this change order: <u>3010.37</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>

RECOMMENDED FOR EXECUTION:

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED

Engineer's Seal:

2

CCSJ: 0924-06-604

Paid by Invoice? (☒ Yes ☐ No)

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
	Saw-cut Median and refinish	LS	3,010.37	0.00	0.00	1.00	3,010.37	3,010.37
TOTALS								
					0.00		3,010.37	3,010.37

CCSJ: 0924-06-604

TXDOT Form 2146-L TAB (Rev. 10/11) Page 2 of 2

Change Request Proposal

Project: 2022-38 / Passmore Rd
(name and address) Passmore Rd
Socorro, TX 79927

Change request number: 1002
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.)

Customer: City of Socorro

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 04/28/23

Quotation

Submitted date: 03/20/23
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
CO	Saw cut median at 45 deg. angl	1.00
Total Revenue:		3,010.37

Contractor Pricing

Phase Code / Description	Cost 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 Total:				2,617.72
Total:				2,617.72
Mark-up:				392.65
Total Contractor Price for CR 1002				3,010.37

Approvals

Customer: City of Socorro

Contractor: Allen Concrete, LLC

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____



Project:	Passmore Rd Shared Use Path	Duration:	April 28, 2023
Address:		Duration:	3 Days
County:			
Description:	Saw/Cut concrete median at 45 deg. and haul off concrete debris and Finish saw/cut surface with ardex concrete finisher.		

LABOR Classification	Crew	HOURS		Rate		Amount
		Reg	OT	Reg	OT	
Demolition						
Common Labor	2	32		\$13.00		\$ 416.00
Operator	1	16		\$16.00		\$ 256.00
Truck Driver	1	12		\$15.00		\$ 180.00
						\$ -
						\$ -
						\$ -
Sub-Total Labor						\$ 852.00

EQUIPMENT Description	QTY	U/M	HOURS	Rate	Amount
Concrete Saw	3	Day		\$83.00	\$ 249.00
Skid Steer	2	Day		\$310.00	\$ 620.00
Tandum Dump Truck	2	Day		\$201.60	\$ 403.20
Sub-Total Equipment					\$ 1,272.20

MATERIAL Description	UNIT	QTY	Rate	Amount
Ardex Concrete Finish Gray (10 lbs Bags)	Bags	3	\$50.00	\$ 150.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total Material				\$ 150.00

SUBCONTRACTOR Name/Description	Amount
	\$0.00
Sub-Total Subcontractor	\$ -

COMPENSATION		Amount
Burden Compension on Direct Labor	28%	\$ 238.56
Compensation on Materials	0%	\$ -
Compensation on Equipment	8.25%	\$ 104.96
Compension on on Subcontractor	0%	\$ -
Sub-Total Compensation		\$ 343.52

Sum-Total \$ 2,617.72
 OH/Profit (15%) \$ 392.66
Sum-Total \$ 3,010.37

Allen Contconcrete, LLC	Miguel Allen
CONTRACTOR	OWNER
By Signature and Title	By Signature and Title

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Allen Concrete

2. Change Order Work Limits: Sta. 37+00 to Sta. 38+00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

While the Contractor was installing the footings for the pedestrian bridge at STA , Franklin Feeder, the El Paso County Water Improvement District #1 stopped work early and did not allow the Contractor to place the footing. The EPCWID #1, made the Contractor replace the concrete riprap in the channel and postpone the installation of the footing until the end of irrigation season. This change order covers the replacement of the concrete riprap in the channel.

CCSJ: 0924-06-604
Project: Passmore SUP
Highway: CS-Passmore
County: El Paso
District: El Paso
Contract Number: _____

5. New or revised plan sheet(s) are attached and numbered: N/A

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>2</u> Days added on this C.O.: <u>10</u></p> <p>Amt. added by this change order: <u>\$9,586.73</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p>
	<p>Signature _____ Date _____</p>
	<p>Name/Title _____</p>

RECOMMENDED FOR EXECUTION:

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

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☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED

Engineer's Seal:

3

CCSJ: 0924-06-604

Paid by Invoice? (☒ Yes ☐ No)[illegible]

TABLE B: Contract Items

ORIGINAL + PREVIOUSLY REVISED				NEW				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	Concrete Riprap in the Franklin Fee	LS	9,586.73	0.00	0.00	1.00	9,586.73	9,586.73
						</		

CCSJ: 0924-06-604

TXDOT Form 2146-L TAB (Rev. 10/11) Page 2 of 2

Change Request Proposal

Project:
(name and address)

2022-38 / Passmore Rd
Passmore Rd
Socorro, TX 79927

Change request number:

1003

Description:

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.

Customer:

City of Socorro

Notice to Proceed

Submitted date:

Received date:

Rough order of magnitude:0.00

Status:Proposed

Origination date:05/18/23

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 / 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

Total Contractor Price for CR 10039,586.73

Approvals

Customer: City of Socorro

Contractor: Allen Concrete, LLC

Authorized Representative:

By:

By:

Date:

Date:



--	--

Project: <u>Passmore Shared Use Path</u>	May 18, 2023
Address: _____	Duration: <u>10 Days</u>
County: _____	

Description: Saw/cut channel concrete rip rap, form, install rebar and pour concrete footing, per LVWD Direction to remove the reinforcing, concrete footing and patch back concrete rip rap.

LABOR Classification	Crew	HOURS		Rate		Amount
		Reg	OT	Reg	OT	
Demolition						\$ -
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
						\$ -
						\$ -
Sub-Total Labor						\$ 3,384.00

EQUIPMENT Description	QTY	U/M	HOURS	Rate	Amount
Mini Excavator	1	EA		\$1,514.80	\$ 1,514.80
					\$ -
Sub-Total Equipment					\$ 1,514.80

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 Compension on Direct Labor	28%		\$ 947.52
Compensation on Materials	0%		\$ -
Compensation on Equipment	8%		\$ 124.97
Compensation 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


Estimator
By Signature and Title

By Signature and Title

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Allen Concrete

2. Change Order Work Limits: Sta. 45+00 to Sta. 48+10

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

The quantity for items 50 through 54 did not provide sufficient quantity for the pavement markings. This CO will add the quantity to the contract.

CCSJ: 0924-06-604
Project: Passmore SUP
Highway: CS-Passmore
County: El Paso
District: El Paso
Contract Number: _____

5. New or revised plan sheet(s) are attached and numbered: N/A

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: _____ Days added on this C.O.: <u>0</u></p> <p>Amt. added by this change order: <u>734.44</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>

RECOMMENDED FOR EXECUTION:

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED

Engineer's Seal:

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-604

Paid by Invoice? (☒ Yes ☐ No)

5 ☐ No)

[illegible]

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
666-6224	PAVEMENT SEALER 4"	LF	0.53	9,470.00	5,019.10	9,676.00	5,128.28	109.18
666-6315	RE PM R/RET REQ TY I	LF	1.21	9,470.00	11,458.70	9,676.00	11,707.96	249.26
666-6230	PAVEMENT SEALER 24"	LF	17.33	24.00	415.92	30.00	519.90	103.98
666-6048	REFL PAV MRK TY 1 24"	LF	29.40	24.00	705.60	30.00	882.00	176.40
672-6009	REFL PAV MRKR TY II-A-A	EA	6.83	126.00	860.58	140.00	956.20	95.62
TOTALS					18,459.90		19,194.34	734.44

CCSJ: 0924-06-604

TXDOT Form 2146-L TAB (Rev. 10/11) Page 2 of 2

Change Request Proposal

Project:
(name and address)

2022-38 / Passmore Rd
Passmore Rd
Socorro, TX 79927

Change request number:
Description:

1004
Additional quantities for striping

Customer: City of Socorro

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 07/24/23

Quotation

Submitted date: 07/24/23
Due date:
Submitted amount: 734.44
Requested days delay: 0

Revenue Detail

Billing Group/Item		Description	Quantity	UM	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: _____

By: _____

Date: _____

Contractor: Allen Concrete, LLC

By: _____

Date: _____

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: 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 Socorro 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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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.

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

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 Mission of Mercy, 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



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: 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):

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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