

*Ivy Avila/s*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nunez*  
District 1



*Alejandro Garcia*  
District 2  
  
*Ruby Cruz, Jr.*  
District 3/Mayor Pro Tem  
  
*Yvonne Co/011-Vilalobos*  
District 4  
  
*Africana Rocarte*  
City Manager

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

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

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

.....

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 6<sup>TH</sup> DAY OF JUNE 2024 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://COSTX.US/CITY-CLEH.K-PUBU-C-NOTICE](http://COSTX.US/CITY-CLEH.K-PUBU-C-NOTICE) THE PUBLIC CAN ALSO ACCESS THE MEETING BY CALLING TOLL FREE-UMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON THE 6<sup>TH</sup> DAY OF JUNE 2024 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

.....

1. Call to order.



**3. Pledge of Allegiance and a Moment of Silence.**

**PUBLIC COMMENT**

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

**PRESENTATION**

- 5. *Presentation and Update*** on TxDOT Highway Emergency Response Operator (HERO) Program.

***Rudy Cruz, Jr.***

**NOTICE TO THE PUBLIC**

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

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

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

**CONSENT AGENDA**

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

- 6. *Excuse*** absent council members.

***Olivia Navarro***

- 7. *Approval*** of Regular Council Meeting Minutes of May 16, 2024, and Special Council Minutes of May 18, 2024.

***Olivia Navarro***



8. ***Discussion and action*** on approving March 2024 Unaudited Financial Report.  
***Adriana Rodarte***
9. ***Introduction First Reading and Calling for a Public Hearing*** of Ordinance # 578 Amendment # 2 Amendment to decrease expenditures by \$8.95.00 fiscal year 2023-2024.  
***Adriana Rodarte***
10. ***Introduction First Reading and Calling for a Public Hearing*** of an Ordinance approving the Proposed Conditional Use Permit to Allow for a Mechanic Shop in a C-2 (General Commercial) Zoning District on Lots 6-8, Block 3, Algodon Subdivision, Located at 10109 Socorro Road, Socorro, Texas.  
***Lorraine Quimiro***
11. ***Introduction First Reading and Calling for a Public Hearing*** of an Ordinance approving The Replat for Flor Del Rio Replat "B", being Lot 4 Block 2, Flor Del Rio Subdivision, Socorro, Texas.  
***Lorraine Quimiro***
12. ***Introduction First Reading and Calling for a Public Hearing*** of an Ordinance approving The Proposed Amendment to The City of Socorro's Master Plan and Rezoning of all of Tracts 1-D-1, 1-D-2, 4-A, 4-A-2-A, 4-B and 5-A, Block 6, Socorro Grant, located Southeast of Inglewood Drive and Nevarez Road, Socorro, Texas, from A-1 (Agricultural) to IC-MUD (Industrial/Commercial Mixed-Use Developments) with a variance request to allow for an IC-MUD Zoning District less than the required 10 acres to allow for Commercial Development.  
***Lorraine Quimiro***
13. ***Introduction First Reading and Calling for a Public Hearing*** of an Ordinance for the Proposed Amendment to the City of Socorro's Master Plan and Rezoning of Lot 11, Block 15, Friedman Estates Unit 2, located at 367 Hodaka Way, Socorro, Texas from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for a duplex.  
***Lorraine Quimiro***
14. ***Introduction First Reading and Calling for a Public Hearing*** of Ordinance approving a Proposed Amendment to The City of Socorro's Master Plan and Rezoning of all of Tract 1, Block 12, Socorro Grant, Located South-West of Alameda Ave. And Skov Rd., Socorro, Texas, from A-1 (Agricultural) to IC-MUD (Industrial/Commercial Mixed-Use Developments) with a variance request to allow for an IC-MUD Zoning District less than the required 10 acres to allow for the Development of Industrial/Commercial Buildings.  
***Lorraine Quimiro***
15. ***Introduction, First Reading and Calling for a Public Hearing*** of an Ordinance amending Chapter 46 Article IV Division 9 of the Code of Ordinances of the City of Socorro, Texas to add a set of conditional uses.  
***Lorraine Quimiro***



**REGULAR AGENDA**  
**PUBLIC HEARING/ORDINANCES**

16. **Public Hearing** of an Ordinance approving a Proposed Amendment to the City of Socorro's Master Plan and Rezoning of Lot 2, Block 18, Rosa Azul Subdivision, located at 615 Rosa Azul Drive, Socorro, Texas from C-1 (Light Commercial) to R-1 (Single-Family Residential) to construct a Single-Family Home. ***Lorraine Quimiro***
17. **Second Reading and Adoption** of an Ordinance approving a Proposed Amendment to the City of Socorro's Master Plan and Rezoning of Lot 2, Block 18, Rosa Azul Subdivision, located at 615 Rosa Azul Drive, Socorro, Texas from C-1 (Light Commercial) to R-1 (Single-Family Residential) to construct a Single-Family Home. ***Lorraine Quimiro***
18. **Public Hearing** of an Ordinance approving a Proposed Amendment to the City of Socorro's Master Plan and Rezoning of Robert E. Nix Survey No. 302 Abst 10170, Tract 11-B-1, 11-B-2, and 11-B-3, located at Gateway West Blvd., Socorro, Texas, from C-2 (General Commercial) To IC-MUD (Industrial/Commercial Mixed-Use Developments) to allow for an Industrial/Commercial Development. ***Lorraine Quimiro***
19. **Second Reading and Adoption** of an Ordinance approving a Proposed Amendment to the City of Socorro's Master Plan and Rezoning of Robert E. Nix Survey No. 302 Abst 10170, Tract 11-B-1, 11-B-2, and 11-B-3, located at Gateway West Blvd., Socorro, Texas, from C-2 (General Commercial) To IC-MUD (Industrial/Commercial Mixed-Use Developments) to allow for an Industrial/Commercial Development. ***Lorraine Quimiro***
20. **Public Hearing** of an Ordinance approving a preliminary and final plat and waiver request for the Soils Analysis and Storm Water Drainage Plan for the Carlos H. Trujillo Place Subdivision, being a portion of Tract 12E3, Block 14, Socorro Grant, Socorro, Texas with the condition that the final plat note the requirements for both reports to waive storm water and drainage plan and soils report. ***Lorraine Quimiro***
21. **Second Reading and Adoption** of an Ordinance approving a preliminary and final plat and waiver request for the Soils Analysis and Storm Water Drainage Plan for the Carlos H. Trujillo Place Subdivision, being a portion of Tract 12E3, Block 14, Socorro Grant, Socorro, Texas with the condition that the final plat note the requirements for both reports to waive storm water drainage plan and soils report. ***Lorraine Quimiro***

**PLANNING AND ZONING DEPARTMENT**

22. **Discussion and action** to approve Public Highway At-Grade Crossing Agreement authorizing Mayor Avalos to sign a Public Highway At-Grade Crossing Agreement and payment to facilitate the reconstruction and widening at North Moon Road under the Railroad Federal Signal Program. ***Lorraine Quimiro***



**CITY MANAGER**

23. ***Discussion and action*** on ratifying and approving engaging with Pefia, Briones, McDaniel, and CO. for consulting and accounting services to the City of Socorro and authorize the City Manager or her designee to execute the agreement. ***Adriana Rodarte***
24. ***Discussion and action*** to approve Camacho-Hernandez Work Authorization No. 4 and authorize City manager or her designee to execute Work Authorization No. 4. ***Adriana Rodarte***
25. ***Discussion and action*** on amending job description for Grants Accounting Specialist to Grant Financial Analyst. ***Adriana Rodarte***
26. ***Discussion and action*** to approve the Legislative Agenda for the 89<sup>th</sup> State Legislative Session. ***Adriana Rodarte***
21. ***Discussion and action*** to approve the change of the Regular Council Meeting of Thursday July 4, 2024 to Wednesday July 3, 2024. ***Adriana Rodarte***

**MAYOR AND COUNCIL**

28. ***Discussion and action*** to approve hosting of the Binational History Conference August 24<sup>th</sup>, 2024. ***Mayor Ivy Avalos***
29. ***Discussion and action*** to approve Project AYUDA Funding Resources for Socorro residents. ***Rudy Cruz, Jr.***
30. ***Discussion and action*** on the creation of an Ordinance Establishing an Exemption from Ad Valorem Taxes for Qualifying Child-Care Facility Properties. ***Rudy Cruz, Jr.***

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

Section 551.071 CONSULTATIONS WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT

Section 551.074 PERSONNEL MATTERS

Section 551.076 DELIBERATION REGARDING SECURITY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS



***Discussion on the following:***


**31. Discussion and action** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Adriana Rodarte***

**32. Discussion and action** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Adriana Rodarte***

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

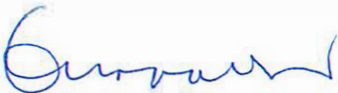
**34. Adjourn**

**DATED THIS 3<sup>rd</sup> DAY OF JUNE 2024**

By:   
Olivia Navarro, City Clerk

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

**DATED THIS 3<sup>rd</sup> DAY OF JUNE 2024**

By:   
Olivia Navarro, City Clerk

Agenda posted: -3:45 pm 6/6/24  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_



*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

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 3 Representative, Rudy Cruz Jr.**

**SUBJECT: Presentation and Update on TxDOT Highway Emergency Response Operator (HERO) Program**

**SUMMARY**

TXDOT will be presenting at the meeting.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount: N/A**

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

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

**ALTERNATIVE**

**n/a**

**STAFF RECOMMENDATION**

**n/a**

**REQUIRED AUTHORIZATION**



1. City Manager \_\_\_\_\_ Date \_\_\_\_\_

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

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



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

**Rudy Cruz, Jr.**  
District 3 Mayor Pro Tem

**Yvonne Colon-Villalobos**  
District 4

**REGULAR COUNCIL MEETING MINUTES  
MAY 16, 2024 @ 6:00 P.M.**

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Victor Perez, Deputy City Manager  
Olivia Navarro, City Clerk  
Lorraine Quimiro, City Planner  
  
Estevan Gonzales, IT Director  
Alejandra Valadez, City Development Coordinator  
Jose Quinonez, Economic Recovery Coordinator

**1. CALL TO ORDER**

The meeting was called to order at: 6:05 pm.

**2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE LED BY HUECO ELEMENTARY SCHOOL AND MOMENT OF SILENCE FOR RICHARD CONTRERAS, CITY OF SOCORRO'S FIRST CITY ATTORNEY.**

Pledge of Allegiance led by Hueco Elementary School Students: Aaron Sosa, Diego Sosa, Adilene Garcia, Chris Granillo, Anthony Lopez, Andrew Moralez, Allie Aranda, Nathan Aranda and Dave Aranda.

**3. Establishment of Quorum**

Quorum was established with all council members present.

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *move up items twenty (20) and twenty-three (23) after presentations*. Motion passed.



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

Nays:

Absent:

### **PUBLIC COMMENT**

#### **4. PUBLIC COMENT**

Leonard Wells spoke during Public Comment.

### **PRESENTATIONS**

#### **5. *PROCLAMATION DESIGNATING THE MONTH OF MAY AS THE CITY OF SOCORRO'S HISTORIC PRESERVATION MONTH.* VICTOR RETA**

Proclamation was read by Mayor Avalos.

#### **6. *PRESENTATION FROM THE CITY OF EL PASO ENVIRONMENTAL SERVICES / VECTOR CONTROL PROGRAM, JASON E. SARATE, MPA, OPERATIONS MANAGER.* ADRIANA RODARTE**

Presentation made by Jason Sarate and Ginny Castaneda.

Yvonne Colon-Villalobos stepped out of the meeting at 6:25 pm  
Yvonne Colon-Villalobos returned to the meeting at 6:26 pm

#### **7. *PROCLAMATION RECOGNIZING THE WEEK OF MAY 6 THROUGH MAY 10, 2024, AS ECONOMIC DEVELOPMENT WEEK.* ALEJANDRA VALADEZ**

Presentation by Jose Quiñonez, Economic Recovery Coordinator.

#### **20. *DISCUSSION AND ACTION TO APPROVE RESOLUTION 795 RECOGNIZING CRISOL DELGADO, OWNER OF BURRO TIME TO GO FOR HER AWARD AS SMALL BUSINESS ADMINISTRATION WOMEN IN BUSINESS OF THE YEAR FOR THE EL PASO DISTRICT IN 2024.* ALEJANDRA VALADEZ**

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

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

Nays:

Absent:



**23. DISCUSSION AND ACTION TO APPROVE A PARTNERSHIP WITH IHEART MEDIA FOR THE INDEPENDENCE DAY XTRAVAGANZA FOR SATURDAY JUNE 29, 2024, IN THE AMOUNT OF \$50,000.00. VICTOR RETA**

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

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

Nays:

Absent:

**CONSENT AGENDA**

8. **EXCUSE ABSENT COUNCIL MEMBERS.** **OLIVIA NAVARRO**
9. **APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF APRIL 18, 2024.** **OLIVIA NAVARRO**
10. **APPROVAL OF THE MARCH 2024 MONTHLY REPORT.** **ADRIANA RODARTE**
11. **APPROVAL OF THE APRIL 2024 MONTHLY REPORT.** **ADRIANA RODARTE**
12. **DISCUSSION AND ACTION ON APPROVING MARCH 2024 ACCOUNTS PAYABLE REPORT.** **ADRIANA RODARTE**
13. **DISCUSSION AND ACTION ON APPROVING MARCH 2024 CASH RECEIPTS REPORT.** **ADRIANA RODARTE**
14. **INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 2, BLOCK 18, ROSA AZUL SUBDIVISION, LOCATED AT 615 ROSA AZUL DRIVE, SOCORRO, TEXAS FROM C-1 (LIGHT COMMERCIAL) TO R-1 SINGLE-FAMILY RESIDENTIAL) TO CONSTRUCT A SINGLE FAMILY HOME.** **LORRINE QUIMIRO**



- 15. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF ROBERT E. NIX SURVEY NO. 302 ABST 10170, TRACT 11-B-1, 11-B-2, AND 11-B-3, LOCATED AT GATEWAY WEST BLVD., SOCORRO, TEXAS, FROM C-2 (GENERAL COMMERCIAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) TO ALLOW FOR AN INDUSTRIAL/COMMERCIAL DEVELOPMENT.**

***LORRINE QUIMIRO***

- 16. INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING A PRELIMINARY AND FINAL PLAT AND WAIVER REQUEST FOR THE SOILS ANALYSIS AND STORM WATER DRAINAGE PLAN FOR THE CARLOS H. TRUJILLO PLACE SUBDIVISION, BEING A PORTION OF TRACT 12E3, BLOCK 14, SOCORRO GRANT, SOCORRO, TEXAS WITH THE CONDITION THAT THE FINAL PLAT NOTE THE REQUIREMENTS FOR BOTH REPORTS DUE UPON NEW IMPROVEMENTS.**

***LORRINE QUIMIRO***

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

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

Nays:

Absent:

**REGULAR AGENDA**  
**PUBLIC HEARING/ORDINANCES**

- 17. PUBLIC HEARING ON AN ORDINANCE TO AMEND CHAPTER 28, NUISANCES, ARTICLE II. HEALTH AND SAFETY NUISANCES, ADDING SECTION 28-6. NONESSENTIAL RESIDENTIAL WATER USE RESTRICTIONS.**

***VICTOR PEREZ***

Public Hearing opened at 7:04 pm

Miriam Cruz spoke on this item.

Public Hearing closed at 7:07 pm

- 18. SECOND READING AND ADOPTION ON AN ORDINANCE TO AMEND CHAPTER 28, NUISANCES, ARTICLE II. HEALTH AND SAFETY NUISANCES, ADDING SECTION 28-6. NONESSENTIAL RESIDENTIAL WATER USE RESTRICTIONS.**

***VICTOR PEREZ***



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

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

Nays:

Absent:

## **INFORMATION TECHNOLOGY DEPARTMENT**

### **19. *DISCUSSION AND ACTION* TO APPROVE THE PURCHASE OF VERKADA SECURITY CAMERAS IN THE AMOUNT OF \$245,126.10.**

***ESTEVAN GONZALES***

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

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

Nays:

Absent:

## **GRANTS DEPARTMENT**

### **21. *DISCUSSION AND ACTION* TO APPROVE A GRANT APPLICATION TO THE FY25 TXDOT TRAFFIC SAFETY PROGRAM FOR CLICK IT OR TICKET AND OPERATION SLOW.**

***ALEJANDRA VALADEZ***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number twenty-one (21)*. Motion passed.

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

Nays:

Absent:

## **RECREATION CENTERS**

### **22. *DISCUSSION AND ACTION* TO ALLOW THREE MISSIONS BREWERY TO SELL BEER AT THE INDEPENDENCE DAY XTRAVAGANZA EVENT ON JUNE 29, 2024, AT COUGAR PARK FROM 5:00 PM TO 11:00 PM.**

***VICTOR RETA***

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



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

Nays:

Absent:

## **PLANNING AND ZONING DEPARTMENT**

### **24. DISCUSSION AND ACTION TO APPROVE RESOLUTION 796 AND EXECUTE THE ADVANCE FUNDING AGREEMENT (AFA) BETWEEN THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR APPROVED TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT.**

***LORRINE QUIMIRO***

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

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

Nays:

Absent:

### **25. DISCUSSION AND ACTION ON CLOSING A SEGMENT OF NEVAREZ RD. TO THRU TRAFFIC APPROXIMATELY 200 FEET NORTHEAST OF THE YSLA LATERAL.**

***LORRINE QUIMIRO***

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

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

Nays:

Absent:

## **CITY MANAGER**

### **26. DISCUSSION AND ACTION TO APPROVE THE PAVING OF RIO VISTA FROM BUFORD TO ALAMEDA.**

***ADRIANA RODARTE***

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

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

Nays:

Absent:



**27. DISCUSSION AND ACTION TO APPROVE EL PASO COUNTY WATER IMPROVEMENT DISTRICT LICENSEE'S AGREEMENT FOR 25 YEARS FOR THE COVERED PORTION OF MESA DRAIN BETWEEN DELILAH AVE. AND CLEMS RD. AND AUTHORIZE CITY MANAGER OR HER DESIGNEE TO EXECUTE AGREEMENT. *ADRIANA RODARTE***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item twenty-seven (27)*. Motion passed.

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

**28. DISCUSSION AND ACTION TO APPROVE RESOLUTION 797 TO ALLOW THE CITY OF SOCORRO COMMUNITY INITIATIVE (CSCI) INC. TO SOLICIT DONATIONS, GRANTS, AND OTHER FORMS OF FINANCIAL SUPPORT FOR CONSTRUCTION AND PROGRAMMING COSTS OF BUILDING 17 AT THE RIO VISTA FARM FOR THE RIO VISTA BRACERO MUSEUM. *VICTOR PEREZ***

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

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

**29. DISCUSSION AND ACTION FOR APPROVAL OF THE CSCI BOARD OF DIRECTORS APPOINTMENT OF DOLORES AYALA AS CSCI BOARD SECRETARY AND JESUS ENRIQUEZ AS CSCI BOARD TREASURER. *VICTOR PEREZ***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item twenty-nine (29)*. Motion passed.

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



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

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

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

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

2 qwerty-09876wvb

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

Nays:

Absent:

**33. ADJOURN**

A motion was made by Cesar Nevarez seconded Cesar Nevarez to *adjourn at 7:39 pm*. Motion passed.

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

Nays:

Absent:

---

**Ivy Avalos, Mayor**

---

Olivia Navarro, City Clerk

---

Date minutes were approved



**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

## **SPECIAL COUNCIL MEETING MINUTES MAY 18, 2024 @ 6:00 P.M.**

### **MEMBERS PRESENT:**

Mayor Ivy Avalos  
Ruben Reyes  
Cesar Nevarez  
Alejandro Garcia  
Rudy Cruz, Jr.

### **MEMBERS ABSENT:**

Yvonne Colon-Villalobos

### **STAFF PRESENT:**

Adriana Rodarte, City Manager  
Victor Perez, Deputy City Manager  
Olivia Navarro, City Clerk  
Lorraine Quimiro, City Planner  
Jim Martinez, City Attorney (*joined virtually*)

Estevan Gonzales, IT Director  
Victor Reta, Recreation Centers Director  
Carol Candelaria, HR Director  
Isela Gonzalez, Court Coordinator  
Julio Dominguez, Parks and Public Works Supervisor  
Alejandra Valadez, City Development Coordinator  
Chief Robert C. Rojas

### **1. CALL TO ORDER**

The meeting was called to order at: 8:16 am.

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

Pledge of Allegiance was recited.

### **3. Establishment of Quorum**

Quorum was established with five council members present.



## **PUBLIC COMMENT**

### **4. PUBLIC COMENT**

No speakers for Public Comment.

## **PRESENTATONS**

### **5. *WORKSHOP AND DISCUSSION AND ACTION ON APPROVING CAPITAL IMPROVEMENT ITEMS FOR THE CAPITAL PROGRAM.***

***ADRIANA RODARTE***

Presentation made by Adriana Rodarte, See Exhibit.

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *approve item number five (5)*. Motion passed.

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

Nays:

Absent: Yvonne Colon-Villalobos

## **CONSENT AGENDA**

### **6. *EXCUSE ABSENT COUNCIL MEMBERS.***

***OLIVIA NAVARRO***

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

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

Nays:

Absent: Yvonne Colon-Villalobos

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

***ADRIANA RODARTE***

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

***ADRIANA RODARTE***



**9. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND  
RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**

***ADRIANA RODARTE***

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *delete items six (6), seven (7) and eight (8)*. Motion passed.

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

Nays:

Absent: Yvonne Colon-Villalobos

**10. ADJOURN**

A motion was made by Alejandro Garcia seconded by Cesar Nevarez to *adjourn at 8:50 am*. Motion passed.

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

Nays:

Absent: Yvonne Colon-Villalobos

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**Ivy Avalos, Mayor**

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Olivia Navarro, City Clerk

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Date minutes were approved





## 2024-2025 CAPITAL WORKSHOP

ADRIANA RODARTE  
CITY MANAGER

1

## CAPITAL WORKSHEET

Estimated amount in projects	\$89,625,866.43
CO's 2019 Amount	\$10,000,000.00
ARPA	\$4,237,426.00
TWDB	\$5,964,751.22
CO 's 2019 Actual Spent Up to date	\$9,090,573.47
Plan to Spend 2023-2024	\$900,426.53
El Paso Norte Mission Trail / TASA	\$16,174,505

2



Arterial 1	59,366.54	8/8/2023	REIMBURSED	5/1/2024	62,917.15	3,550.61
Arterial 1	17,432.90	11/16/2023	REIMBURSED	5/1/2024	18,033.74	600.84
Arterial 1	17,836.54	11/21/2023	REIMBURSED	5/1/2024	18,428.69	592.15
Arterial 1	84,624.74	4/18/2024	Submitted			-84,624.74

## TXDOT REIMBURSEMENT Arterial 1

3

NHTR	0924-06-607	607-08	DEC 493508-08-XVI	120,320.83	9/30/2022	REIMBURSED
NHTR	0924-06-607	607-20	CHA Invoice 4	45,849.67	7/25/2023	REIMBURSED
NHTR	0924-06-607	607-21	CHA Invoice 5	39,860.99	9/12/2023	REIMBURSED
NHTR	0924-06-607	607-22	CHA Invoice 6	39,970.85	3/20/2024	REIMBURSED
NHTR	0924-06-607	607-24	CHA INV 8-10	185,820.91	4/17/2024	Submitted
NHTR	0924-06-607	607-25	CHA INV 11-16	450,626.14	4/18/2024	Submitted

## TXDOT REIMBURSEMENT NHTRD

4



## TXDOT REIMBURSEMENT RIO VISTA BRIDGE

Rio Vista	0924-06-607	423-16	493506-16-XVI	37,562.47	8/17/2023	REIMBURSED
Rio Vista	0924-06-607	423-20	493506-20-XVI	557.42	7/14/2023	REIMBURSED
Rio Vista	0924-06-607	423-21	493506-21-XVI	4,204.81	7/14/2023	REIMBURSED
Rio Vista	0924-06-607	423-22	CEA INV 1070.00600 - 1 - 423	10,978.26	4/23/2024	Submitted
Rio Vista	0924-06-607	423-23	CEA INV 1070.00600 - 2 - 423	1,970.92	5/2/2024	Submitted
Rio Vista	0924-06-607	423-24	Horizone Pay App #1 / CEA Invoice 423-1,2,3,4	90,514.19	Est. 5/1/2024	To be submitted 5/1/2024
Rio Vista	0924-06-607	423-25	Horizone Pay App #2 / CEA Invoice 423-5	306,736.65	Est. 4/12/2024	To be submitted
Rio Vista	0924-06-607	423-26	Horizone Pay App #3 / CEA Invoice 423-6	258,770.06	Est. 4/19/2024	To be submitted

5

Bovee	0924-06-424	424-17	DEC 493505-17-XVI	34,176.33	5/3/2023	REIMBURSED
Bovee	0924-06-424	424-22	4935 Survey-01-XVI	4,259.91	8/17/2023	REIMBURSED
Bovee	0924-06-424	424-23	CEA 1070.00600 - 1 - 424	7,958.15	4/19/2024	Submitted
Bovee	0924-06-424	424-24	CEA 1070.00600 - 2 - 424	5,833.58	4/19/2024	Submitted

## TXDOT REIMBURSEMENT BOVEE

6



Passmore	0924-06-604	604-07	Allen Concrete Pay App #7	15,430.61	2/28/2024	REIMBURSED
Passmore	0924-06-604	604-08	Allen Concrete Pay App #8	33,766.45	3/28/2024	Submitted

## TXDOT REIMBURSEMENT PASSMORE SHARED USED PATH

7

- Total **1,874,429.92**
- Total Reimbursed as of May 2, 2024, **461,656.31**
- Invoices pending reimbursement as of May 02, 2024, **781,579.15**

## TXDOT REIMBURSEMENT RECAP

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## UPDATE ON PROJECT LIST

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Flood Infrastructure Sparks Arroyo - In progress / TWDB Funding



Sidewalk Phase II - in progress 98% Completed / CO's 2019 Funding



Cougar Park Improvements - Completed initial upgrade pending Grant Funding to enhance parks/ General Fund Veterans Park Memorial



Mechanic Hut Shop - 100% Completed / CO's 2019 funding



670 Poona Rehabilitation Ambulance Center - 100% Completed / General Fund



Rehabilitation Substation Animal Control - 100% Completed / General Fund

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## UPDATE ON PROJECTS

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Rio Vista Campus - in progress / Grants

Rio Vista Bracero Museum - in progress / Mellon Foundation

Rio Vista Health Clinic - in progress part of the campus / ARPA

10



## UPDATE ON PROJECTS

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- Engineering Services – in progress / combined funding depending on project
- Arterial 1 – in progress / ONE ON ONE MEETINGS TAKING PLACE June 2024
- NHTRD Extension- in progress / TRZ As of 4/30/24, the balance is \$5,026,282.38.
- Bovee Bridge Extension – in progress Bovee Bridge Replacement was placed on hold in November of 2023 when it was determined that contractors would not be able to complete both bridges by the start of irrigation season. Engineering and staff will work to coordinate a thorough review of plans and change orders of Rio Vista Bridge Replacement to make the Bovee Bridge Replacement run smoothly.

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## UPDATE ON PROJECTS

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- TASA Application
  - Paso Del Norte Mission Trails in progress working on AFA
- Rio Vista Paving Hot in Place and Overlay 100% Completed
- Montreal Walking Trail 100% Completed
- Engineering for Park Improvements / Preparing for a Grant application in the amount of 2.9 million
  - Amistad Park – Moon City Park – Callisto Park – Valle Hermoso Park – Cougar Park
  - Jardin de Flores
- Sidewalk Phase III pending RFP Advertising / CO's 2019 and General Fund ●
- Comprehensive Plan / General Fund

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## UPDATE ON PROJECT

➤ Passmore Shared Use Path - after the time suspension in July of 2023 due to irrigation season the team restarted the project in November of 2023. Utility conflicts at the Upper Clint Lateral required coordination with utilities which could not be resolved prior to the commencement of Irrigation season. Contractor has performed approximately 98% of construction phase services. Once irrigation season ends in October, the crew may work to move conflicting utility line to complete last segment of shared use path and close out the project.

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➤ Rio Vista Bridge Replacement is substantially complete. Pending items for the bridge are a concrete collar for a manhole, traffic lane striping, and the results of a variance request from Texas Department of Licensing and Regulation. Required slopes could not be achieved at the Rio Vista Bridge due to the existing Franklin Canal levee and new bridge structure slope.

➤ Coordination with TxDOT continues the installation of the new traffic light signal at the intersection of Rio Vista and Alameda across from the bridge.

➤ Upon drilling for the new traffic pole contractors discovered a 12-inch line which is believed to be a waterline not in the location depicted in construction drawings. Engineers designed a shallow footing to accommodate the pole at the location. Upon review by TxDOT it was determined that it was outside TxDOT specifications and would require approval from Austin. TxDOT also asked consultants to exhaust all other options before considering referring this alternative to TxDOT Austin. With no guarantee that TxDOT will approve the plan City Engineers are reviewing other options.

➤ Move 12-inch line which would involve the engineering design a relocation plan and coordination with all entities which could potentially delay the project for a year.

➤ Move location of pole from existing concrete island to adjacent corner. This would require a pole with 60 FT mast arm. There is a lead time of 8 months for these poles.

➤ Move location of pole to opposite corner of intersection. This would require a pole with 44 FT mast arm. There is a lead time of 6 months for these poles.

➤ Doing nothing would involve leaving the existing pole and intersection as is and adjusting striping to existing traffic lanes.

➤ The engineering team is discussing the best path forward with TxDOT and the possibility of configuring intersection to temporarily open the to through traffic until a determination is made on the new traffic signal.

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Dept	PID	Project Description	Capital Exp?	Approved by Council on 04.18.2024	Expenditures and Obligations to date	Balance	Project Status
IT	IT01	Broadband and Network Infrastructure	Yes	\$ 454,709	\$ 395,401	\$ 59,307.66	Completed 50% or more
IT	IT02	Critical Infrastructure Technology	Yes	\$ 286,471	\$ 286,471	\$ -	Completed
PD	SPD01	SPD Communications Equipment	Yes	\$ 614,304	\$ 614,379	\$ (74.60)	Completed 50% or more
PD	SPD02	SPD Vehicles Project	No	\$ 962,736	\$ 962,736	\$ -	Completed
PD	SPD03	PD Community Wellness Program	No	\$ 8,656	\$ 9,381	\$ (725.01)	Completed
PW	PW01	Capital expenditures related to Stormwater	Yes	\$ 591,000	\$ 440,903	\$ 150,097.32	Completed 50% or more
PZ	PZ01	Development Code Rewrites	No	\$ 310,500	\$ -	\$ 310,500.00	Not Started
PZ	PZ03	Sparks Arroyo Drainage Project	Yes	\$ 1,000,000	\$ -	\$ 1,000,000.00	Not Started
PZ	PZ04	Bovee, Rio Vista, and Passmore Water/Stormwater Projects	Yes	\$ 304,475	\$ 59,805	\$ 244,669.58	Not Started
RC	RC02	COVID-19 Public Health Fund	No	\$ 300,000	\$ 290,078	\$ 9,921.97	Completed 50% or more
RC	RC03	Community Wellness Pilot Program	No	\$ 164,264	\$ 44,973	\$ 119,291.18	Completed less than 50%
GSPD	GSP02	Administrative Software	No	\$ 26,400	\$ 26,400	\$ -	Completed
GSPD	GSP03	Small Business Assistance Program	No	\$ 350,000	\$ 291,012	\$ 58,987.74	Completed 50% or more
GSPD	GSP05	Economic Recovery Coordinator	No	\$ 289,285	\$ 82,212	\$ 207,072.54	Completed less than 50%
GSPD	GSP06	Farmers Market - Microbusiness support	No	\$ 150,000	\$ 17,838	\$ 132,162.46	Not Started
GSPD	GSP07	Economic Recovery Strategic Plan	No	\$ 87,000	\$ 87,000	\$ -	Completed less than 50%
PZ	PZ06	Rio Vista Rd. Traffic Signal, Traffic Island, Pilasters and Bovee Pilasters	Yes	\$ 293,843	\$ 14,169	\$ 279,673.78	NEW
PZ	PZ07	Transit Study	Yes	\$ 150,000	\$ -	\$ 150,000.00	NEW
PZ	PZ08	Transit Vehicles	Yes	\$ 88,329	\$ -	\$ 88,329.00	NEW
PZ	PZ09	City-wide Surface Transportation	Yes	\$ 1,734,412	\$ -	\$ 1,734,412.00	NEW
RC	RC07	Rio Vista Rehabilitation	Yes	\$ 320,000	\$ -	\$ 320,000.00	NEW
<b>TOTAL</b>				<b>\$ 8,486,384</b>	<b>\$ 3,622,758</b>	<b>\$ 4,863,626</b>	
ARPA Allocation				\$8,524,819			
Proposed Budget \$				8,486,384			
Remaining Balance				\$36,434.84			
Surface Transportation and Title I Limit				\$2,557,446			

## 22 ARPA Projects

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## FUNDING SOURCES

CO'S	ARPA	TRZ	TWDB	MELLON	FEDERAL STATE AWARDS	GENERAL FUND
2019 CO'S 10,000,000	\$8,524,818	Based on property taxes	10,097,281 total 6,664,000 loan 3,433.281 grant agreement	750,000.00	\$21,184,683 Total of 17 active grants	Reserve Fund Balance 2,963.433
Available - \$900,426.53	Available - \$6,931,250.00	Available - 5,026,282	Available - \$9,773,350.00	Available - \$692,762.63		

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Staff  
Recommendations

Asking Council to approve the Capital  
Worksheet

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Questions ?

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2019 Capital Program / ARPA / TWDB / TXDOT

Actual Capial Outlays 05/18/2024

Project Name	Actual	Actual Spent 2020-2021	Actual Spent 2021-2022	Actual Spent 2022-2023	Actual Spent 2023-2024	Planning to Spend 2024-2025	ARPA / Other Funding	Adjustments	Status
<b>Infrastructure</b>									
Onionfield Excavation	1,971,500.00	789,935.52	0.00	0.00	0.00		0.00		
Sparks Arroyo / Onionfield Stormwater	9,773,350.00	0.00	0.00	323,930.65	0.00		TWDB Loan		
WID Bridge Expansions Rio Vista	28,717.30	28,717.30	0.00	0.00	0.00		0.00		
WID Bridge Expansions Bovee	10,550.70	10,550.70	0.00	0.00	0.00		0.00		
WID Bridge Expansions Middle Drain	15,705.60	15,705.60	0.00	0.00	0.00		0.00		
WID Bridge Expansion Moon Culvert	0.00	0.00	46,823.72	14,584.69	0.00		0.00		
<b>Park Improvements</b>	0.00	0.00	0.00	0.00	0.00		0.00		
Preliminary Engineering / Engineering Services for Infrastructure Grant Applications	60,000.00	0.00	0.00	0.00	0.00		0.00		
Amistad Park	377,494.25	0.00	0.00	0.00	0.00		0.00		
Jardin de Flores	364,358.80	0.00	0.00	0.00	0.00		0.00		
Cougar Park	378,008.00	0.00	0.00	0.00	0.00		0.00		
Callisto Park	421,769.10	0.00	0.00	0.00	0.00		0.00		
Valle Hermoso	325,454.00	0.00	0.00	0.00	0.00		0.00		
Moon City Park	439,557.00	0.00	0.00	0.00	0.00		0.00		
Veterans Park	60,000.00	0.00	0.00	0.00	0.00		0.00		
Bovee Rockwall Pond	20,500.00	20,500.00	0.00	0.00	0.00		0.00		
Shady Valley Ponding Rockwall	7,000.00	7,000.00	0.00	0.00	0.00		0.00		
Cielo Mar Fence	8,151.63	8,151.63	0.00	0.00	0.00		0.00		
Cielo Mar Rockwall	203,781.00	203,781.00	0.00	0.00	0.00		0.00		
Cielo Mar Park	65,000.00	0.00	0.00	49,092.16	0.00		0.00		
911 Dispatch Communication Center	0.00	0.00	0.00	0.00	0.00		0.00		
670 Poona Rehabilitation Ambulance Service	15,870.00	0.00	0.00	0.00	15,870.00		0.00		
Rehabilitation of Rio Vista / Animal Control	46,625.00	0.00	0.00	0.00	46,625.00		0.00		
Mission Trail / Paso Del Norte	16,174,505.00	0.00	0.00	0.00	0.00		0.00		
Local Match for Park Improvements	0.00	0.00	0.00	0.00	0.00		0.00		Projected total cost 1,000,000
Local Match for Small Business Incubator Project	680,000.00	0.00	0.00	0.00	0.00		0.00		Expected Total Project Cost 3,400,000
Varela Infrastructure	1,579,177.00	0.00	0.00	0.00	0.00		0.00		
Ormsby Infrastructure	1,500,000.00	0.00	0.00	0.00	0.00		0.00		
Economic Strategic Plan	0.00	0.00	0.00	0.00	0.00		0.00		ARPA
Comprehensive Plan	225,000.00	0.00	0.00	0.00	0.00		0.00		General Fund
Socorro Sidewalk Phase II	600,000.00	0.00	0.00	\$656,570.	384,045.93	155,955.00	0.00		
Socorro Sidewalk Phase III	660,000.00	0.00	0.00	0.00	0.00	600,000.00	0.00		
Montreal Park Walking Trail	30,000.00	0.00	0.00	0.00	30,000.00		0.00		
HAF Program	0.00	0.00	0.00	0.00	0.00		0.00		Project never approved through state



[illegible]



TXDOT Projects	0.00	0.00	0.00	0.00	0.00		0.00		
Local Share	2,082,877.00	0.00	0.00	0.00	0.00		0.00		
Arterial 1	0.00	450,951.80	1,022,186.03	224,423.05	0.00		0.00		
Nuevo Hueco Tanks Extension	0.00	630,193.74	148,520.25	361,609.23	871,567.00		0.00		reimbursed TXDOT
TX DOTPassmore Sharepath	756,780.00	99,238.80	111,973.70	500,384.47	0.00		0.00		reimbursed TXDOT
TXDOT Bovee Bridge Extension / Alameda	500,000.00	93,397.11	0.00	190,847.06	0.00		0.00		reimbursed TXDOT
TXDOT RioVista Bridge Extension/ Alameda	500,000.00	110,188.19	0.00	231,111.60	0.00		0.00		reimbursed TXDOT
Engineering Svcs	905,428.00	0.00	2,193,693.18	492,432.42	325,948.27	144,471.53	0.00		
Machinery, Equipment and Vehicles	0.00	0.00	0.00	0.00	0.00		0.00		
Loader	300,000.00	0.00	0.00	0.00	0.00		0.00		ARPA Flood Maintenance
Street Sweeper	300,000.00	274,000.00	0.00	0.00	0.00		0.00		
Striper	0.00	0.00	0.00	64,650.00	0.00		0.00		
2 Utility Trailers	8,000.00	5,000.00	0.00	0.00	0.00		0.00		
2 Utility Mowers	34,283.62	34,283.62	0.00	0.00	0.00		0.00		
Steel Roller	154,000.00	0.00	0.00	0.00	0.00		0.00		
Backhoe Loader	118,000.00	0.00	0.00	0.00	0.00		0.00		ARPA Flood Maintenance
skid steer	65,000.00	0.00	0.00	0.00	0.00		0.00		
2 yard Dump Truck	200,000.00	0.00	0.00	0.00	0.00		0.00		ARPA Flood Maintenance
Heavy Haul Truck Lowboy	139,000.00	0.00	0.00	0.00	0.00		0.00		
IT Van F250 Transit	44,732.00	44,732.00	0.00	0.00	0.00		0.00		
Mechanic Work Truck	100,000.00	0.00	0.00	81,628.09	0.00		0.00		
3 Trucks for PW	125,000.00	0.00	0.00	137,255.00	93,316.25		0.00		
Structures	0.00	0.00	0.00	0.00	0.00		0.00		
Mechanic Shop Hut	100,000.00	0.00	0.00	145,535.48	16,583.21		0.00		
Rio Vista Rehabilitation Campus	947,000.00	0.00	596,442.75	92,556.96	321,288.20		0.00		CO's and Grant Funds
Rio Vista Bracero Museum	0.00	0.00	0.00	0.00	0.00		750,000.00		Mellon Foundation
Rio Vista Rehabilitation Campus total cost	36,000,000.00	0.00	0.00	0.00	0.00		0.00		
Rio Vista Health Clinic	0.00	0.00	0.00	0.00	0.00		0.00		
Police Modula Building	447,105.56	447,105.56	0.00	0.00	0.00		0.00		
Security Improvements	0.00	0.00	0.00	0.00	0.00		0.00		
Municipal Keyless Ingress/Egress Equ.	25,000.00	0.00	0.00	0.00	0.00		0.00		
Municipal Bulletproof Paneling	10,000.00	0.00	0.00	0.00	0.00		0.00		
Municipal Security Improvementd	52,000.00	0.00	0.00	0.00	0.00		0.00		
Municipal Wireless Ticket Writer /Software	0.00	0.00	0.00	0.00	0.00		0.00		General Fund
Land	0.00	0.00	0.00	0.00	0.00		0.00		
9935 Alameda Nevarez S. Curve	100,207.00	100,207.00	0.00	0.00	0.00		0.00		
110 N. Nevarez	95,000.00	95,000.00	0.00	0.00	0.00		0.00		
Total	0.00	0.00	0.00	0.00	0.00	900,426.53	0.00		



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*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

**May 31, 2024**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Adriana Rodarte, City Manager**

**SUBJECT: Discussion and action on approving March 2024 unaudited financial report.**

**SUMMARY**

This action approves the unaudited financial reports through March 2024.

**STATEMENT OF THE ISSUE**

Section 3.12 (E) of the City of Socorro's Charter states

*The City Council shall, at the end of each month, prepare or have prepared under its direction, a statement as to financial receipts and disbursements for that particular month, and shall have such statement no later than the 25<sup>th</sup> day of the following month and shall have a copy of said statement available in the office of the City Secretary for examination and a copy will be made, at a reasonable charge, for those who request one.*

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

None

**STAFF RECOMMENDATION**

The Staff is recommending the approval of this item.



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

City Manager

						Percent Total
						Budget Remaining
		Month	Year Actual	YTD Budget	Remaining Budget	Original
<b>PERSONNEL</b>						
Salaries	05101	25,700.15	246,073.61	530,768.00	284,694.39	41.03%
Overtime	05103	235.57	2,733.90	10,000.00	7,266.10	76.23%
FICA/Medicare Taxes	05111	1,946.82	18,679.15	45,429.00	26,749.85	44.37%
T.W.C. Payroll Taxes	05112	10.53	98.91	2,860.00	2,761.09	93.31%
Health Insurance Premiums	05113	8,018.12	35,956.43	88,800.00	52,843.57	48.69%
Workers Compensation Insurance	05114	1,503.00	9,018.00	18,900.00	9,882.00	40.28%
Deferred Compensation Benefits	05115	280.28	2,882.88	6,000.00	3,117.12	78.96%
Life Insurance	05116	117.59	462.43	958.00	495.57	69.82%
Dental Insurance Expense	05117	372.02	1,560.92	3,215.00	1,654.08	33.27%
Vision Insurance Expense	05118	55.13	256.41	693.00	436.59	58.91%
Total PERSONNEL		38,239.21	317,722.64	707,623.00	389,900.36	43.99%
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	5,647.52	9,884.32	15,000.00	5,115.68	(9.83)%
Postage	05211	0.00	1,000.00	2,500.00	1,500.00	64.35%
Tools and Supplies	05212	2,069.81	6,549.65	6,500.00	(49.65)	(9.16)%
Uniforms	05213	167.89	2,990.91	6,000.00	3,009.09	33.54%
Building Modifications/A.D.A.	05310	0.00	0.00	500.00	500.00	100.00%
Building & Property Maintenance	05311	3,934.65	16,880.95	17,000.00	119.05	(206.93)%
Utilities	05313	398.40	2,344.33	5,000.00	2,655.67	13.17%
Telephone	05314	11,487.11	39,760.29	35,000.00	(4,760.29)	(13.60)%
Legal Fees	05411	3,445.00	21,560.86	70,000.00	48,439.14	78.44%
Property Insurance	05510	159.00	954.00	1,400.00	446.00	27.18%
Dues/Subscriptions	05516	0.00	639.04	9,000.00	8,360.96	93.20%
Liability Insurance	05518	54.00	324.00	600.00	276.00	44.14%
Service Contracts	05520	12,345.15	124,414.69	316,000.00	191,585.31	17.06%
Support Activities	05521	17.68	17,421.46	20,000.00	2,578.54	(51.49)%
Equipment Rental/Lease	05523	1,098.52	3,410.76	10,000.00	6,589.24	73.76%
Seminars/Training/Workshops	05527	319.00	11,808.50	11,000.00	(808.50)	(490.43)%
Marketing Exp	05546	0.00	0.00	5,000.00	5,000.00	0.00%
Office Furniture	05610	0.00	1,494.00	0.00	(1,494.00)	0.00%
Vehicle Repair & Maintenance	05612	358.67	1,987.33	7,000.00	5,012.67	33.76%
Equipment Repair & Maintenance	05613	0.00	0.00	2,000.00	2,000.00	100.00%
Vehicle Fuel	05614	590.44	4,074.99	12,000.00	7,925.01	(21.64)%
Travel Lodg Airf Mil	05711	2,114.64	15,128.10	13,000.00	(2,128.10)	(89.10)%
Property and Equipment	05810	18,363.45	22,958.33	40,000.00	17,041.67	(1,047.92)%
Emergency Aid and Assistance	05900	0.00	0.00	10,000.00	10,000.00	100.00%
Total OPERATIONS		62,570.93	305,586.51	614,500.00	308,913.49	18.97%
Total EXPENDITURES		100,810.14	623,309.15	1,322,123.00	698,813.85	34.00%



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Public Works

		Month	Year Actual	YTD Budget	Remaining Budget	Percent Total Budget Remaining Original
<b>PERSONNEL</b>						
Salaries	05101	45,016.08	481,523.53	1,134,562.00	653,038.47	31.11%
Overtime	05103	6,892.88	32,585.56	50,000.00	17,414.44	(41.43)%
FICA/Medicare Taxes	05111	3,924.86	38,787.27	97,504.00	58,716.73	29.39%
T.W.C. Payroll Taxes	05112	45.47	255.17	8,840.00	8,584.83	93.44%
Health Insurance Premiums	05113	18,644.08	117,208.58	290,200.00	172,991.42	45.23%
Workers Compensation Insurance	05114	3,888.00	23,328.00	75,500.00	52,172.00	54.70%
Deferred Compensation Benefits	05115	1,514.75	16,018.51	15,000.00	(1,018.51)	35.93%
Life Insurance	05116	129.70	669.19	1,829.00	1,159.81	51.19%
Dental Insurance Expense	05117	576.60	3,551.80	9,928.00	6,376.20	51.35%
Vision Insurance Expense	05118	120.89	735.22	2,142.00	1,406.78	53.32%
<b>Total PERSONNEL</b>		<b>80,753.31</b>	<b>714,662.83</b>	<b>1,685,505.00</b>	<b>970,842.17</b>	<b>33.92%</b>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	1,272.48	6,721.49	9,000.00	2,278.51	10.38%
Tools and Supplies	05212	1,270.88	16,882.28	48,000.00	31,117.72	24.97%
Uniforms	05213	1,661.11	16,968.71	46,000.00	29,031.29	32.66%
Building & Property Maintenance	05311	3,796.11	8,959.19	25,000.00	16,040.81	(19.46)%
Street Maintenance	05312	18,965.50	46,348.58	155,000.00	108,651.42	28.69%
Utilities	05313	4,908.92	92,496.29	315,000.00	222,503.71	61.46%
Telephone	05314	4,086.55	13,739.25	18,500.00	4,760.75	38.94%
Park Maintenance	05317	14,520.07	32,409.59	130,000.00	97,590.41	(194.63)%
Recycling Center	05325	1,582.40	10,658.38	22,000.00	11,341.62	(6.58)%
Legal Fees	05411	1,212.83	7,061.19	30,000.00	22,938.81	58.46%
Property Insurance	05510	2,374.00	14,244.00	24,000.00	9,756.00	28.78%
Dues/Subscriptions	05516	0.00	0.00	600.00	600.00	0.00%
Liability Insurance	05518	2,120.00	12,720.00	20,000.00	7,280.00	28.54%
Service Contracts	05520	91,185.55	176,582.86	210,000.00	33,417.14	(253.17)%
Support Activities	05521	363.09	363.09	0.00	(363.09)	0.00%
Equipment Rental/Lease	05523	85.54	2,373.86	28,000.00	25,626.14	73.62%
Seminars/Training/Workshops	05527	0.00	1,971.00	7,000.00	5,029.00	(97.10)%
Office Furniture	05610	0.00	92.38	500.00	407.62	81.52%
Radio Communications and Maint	05611	0.00	0.00	2,000.00	2,000.00	0.00%
Vehicle Repair & Maintenance	05612	7,079.67	26,522.68	15,000.00	(11,522.68)	(32.61)%
Equipment Repair & Maintenance	05613	2,721.38	19,610.40	52,000.00	32,389.60	53.31%
Vehicle Fuel	05614	4,156.81	26,478.21	55,000.00	28,521.79	37.33%
Travel Lodg Airf Mil	05711	0.00	1,616.46	3,500.00	1,883.54	(223.29)%
Property and Equipment	05810	0.00	4,224.64	100,000.00	95,775.36	57.75%
Emergency Aid and Assistance	05900	0.00	0.00	5,000.00	5,000.00	100.00%
<b>Total OPERATIONS</b>		<b>163,362.89</b>	<b>539,044.53</b>	<b>1,321,100.00</b>	<b>782,055.47</b>	<b>16.59%</b>
<b>Total EXPENDITURES</b>		<b>244,116.20</b>	<b>1,253,707.36</b>	<b>3,006,605.00</b>	<b>1,752,897.64</b>	<b>27.44%</b>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

*Fire and Ambulance*

							Percent Total
							Budget Remaining
			Month	Year Actual	YTD Budget	Remaining Budget	Original
<b>OPERATIONS</b>							
Office Expense and Supplies	05201		0.00	0.00	200.00	200.00	0.00%
Tools and Supplies	05212		0.00	0.00	1,000.00	1,000.00	0.00%
Building & Property Maintenan	05311		76.35	2,016.13	2,000.00	(16.13)	0.00%
Utilities	05313		589.13	6,190.38	10,000.00	3,809.62	(4,661.83)%
Telephone	05314		1,308.20	2,616.40	0.00	(2,616.40)	0.00%
Service Contracts	05520		61,250.00	61,250.00	0.00	(61,250.00)	(1,037.42)%
Health/Ambulance Contract	05525		0.00	61,250.00	246,000.00	184,750.00	56.25%
Vehicle Fuel	05614		492.43	2,181.74	12,000.00	9,818.26	81.82%
Property and Equipment	05810		0.00	3,634.28	4,000.00	365.72	0.00%
<b>Total OPERATIONS</b>			<u>63,716.11</u>	<u>139,138.93</u>	<u>275,200.00</u>	<u>136,061.07</u>	<u>11.67%</u>
<b>Total EXPENDITURES</b>			<u>63,716.11</u>	<u>139,138.93</u>	<u>275,200.00</u>	<u>136,061.07</u>	<u>11.67%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Police Department

						Percent Total
		Month	Year Actual	YTD Budget	Remaining Budget	Budget Remaining Original
<b>PERSONNEL</b>						
Salaries	05101	147,839.39	1,581,579.34	3,669,077.00	2,087,497.66	28.37%
Overtime	05103	4,624.41	116,974.38	300,000.00	183,025.62	56.68%
FICA/Medicare Taxes	05111	11,426.65	127,576.67	304,469.00	176,892.33	32.68%
T.W.C. Payroll Taxes	05112	19.75	542.84	17,940.00	17,397.16	93.29%
Health Insurance Premiums	05113	39,558.27	240,606.38	642,400.00	401,793.62	41.92%
Workers Compensation Insurance	05114	3,657.00	21,942.00	72,100.00	50,158.00	65.16%
Deferred Compensation Benefits	05115	5,096.64	52,963.87	85,000.00	32,036.13	(1.85)%
Life Insurance	05116	553.88	2,830.55	5,543.00	2,712.45	40.20%
Dental Insurance Expense	05117	1,301.23	7,883.36	21,024.00	13,140.64	49.06%
Vision Insurance Expense	05118	255.94	1,476.45	4,536.00	3,059.55	55.78%
<b>Total PERSONNEL</b>		<u>214,333.16</u>	<u>2,154,375.84</u>	<u>5,122,089.00</u>	<u>2,967,713.16</u>	<u>33.27%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	1,945.84	17,016.62	35,000.00	17,983.38	5.46%
Medical Supplies	05202	0.00	323.20	500.00	176.80	35.36%
Postage	05211	500.00	2,824.36	2,800.00	(24.36)	(117.26)%
Tools and Supplies	05212	13,945.95	28,486.88	120,000.00	91,513.12	49.13%
Uniforms	05213	1,611.62	10,345.89	33,000.00	22,654.11	58.62%
Building & Property Maintenance	05311	268.86	9,518.41	15,000.00	5,481.59	60.34%
Utilities	05313	1,421.45	17,196.48	42,000.00	24,803.52	68.73%
Telephone	05314	26,807.17	93,294.45	113,000.00	19,705.55	(94.36)%
Legal Fees	05411	11,852.86	25,625.70	30,000.00	4,374.30	(2.50)%
Property Insurance	05510	1,449.00	8,694.00	12,500.00	3,806.00	27.55%
Dues/Subscriptions	05516	0.00	10,433.15	13,000.00	2,566.85	(421.66)%
Liability Insurance	05518	4,933.00	29,598.00	55,000.00	25,402.00	55.15%
Service Contracts	05520	4,608.88	55,743.65	50,000.00	(5,743.65)	(74.20)%
Support Activities	05521	3,605.32	7,083.73	8,000.00	916.27	(183.35)%
Equipment Rental/Lease	05523	907.66	6,101.54	7,500.00	1,398.46	28.22%
Seminars/Training/Workshops	05527	(1,085.00)	25,249.15	75,000.00	49,750.85	(152.49)%
Radio Communications and Maint	05611	0.00	0.00	2,000.00	2,000.00	100.00%
Vehicle Repair & Maintenance	05612	7,591.39	20,713.72	45,000.00	24,286.28	56.85%
Equipment Repair & Maintenance	05613	0.00	8,310.37	15,000.00	6,689.63	(38.51)%
Vehicle Fuel	05614	7,145.23	44,305.15	80,000.00	35,694.85	22.27%
Travel Lodg Airf Mil	05711	868.54	11,286.99	33,000.00	21,713.01	24.75%
Property and Equipment	05810	0.00	6,822.73	75,000.00	68,177.27	97.19%
<b>Total OPERATIONS</b>		<u>88,377.77</u>	<u>438,974.17</u>	<u>862,300.00</u>	<u>423,325.83</u>	<u>41.97%</u>
<b>Total EXPENDITURES</b>		<u>302,710.93</u>	<u>2,593,350.01</u>	<u>5,984,389.00</u>	<u>3,391,038.99</u>	<u>34.92%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

*Municipal Court*

						Percent Total
						Budget Remaining
		Month	Year Actual	YTD Budget	Remaining Budget	Original
<b>PERSONNEL</b>						
Salaries	05101	10,755.66	113,004.74	240,567.00	127,562.26	44.36%
Overtime	05103	100.99	2,024.50	8,500.00	6,475.50	58.30%
FICA/Medicare Taxes	05111	821.54	8,705.37	19,054.00	10,348.63	43.92%
T.W.C. Payroll Taxes	05112	3.26	42.94	1,300.00	1,257.06	94.12%
Health Insurance Premiums	05113	3,329.30	19,309.94	44,000.00	24,690.06	55.91%
Workers Compensation Insurance	05114	56.00	336.00	1,885.00	1,549.00	82.18%
Deferred Compensation Benefits	05115	0.00	140.16	500.00	359.84	95.75%
Life Insurance	05116	43.65	241.38	351.00	109.62	51.82%
Dental Insurance Expense	05117	157.09	911.27	1,460.00	548.73	37.58%
Vision Insurance Expense	05118	27.10	159.27	315.00	155.73	49.44%
<b>Total PERSONNEL</b>		<b>15,294.59</b>	<b>144,875.57</b>	<b>317,932.00</b>	<b>173,056.43</b>	<b>47.41%</b>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	979.20	3,692.77	14,000.00	10,307.23	73.62%
Postage	05211	0.00	0.00	3,000.00	3,000.00	100.00%
Uniforms	05213	0.00	0.00	1,500.00	1,500.00	0.00%
Building & Property Maintenan	05311	0.00	3,658.72	4,000.00	341.28	(82.94)%
Telephone	05314	2,325.27	7,276.44	11,450.00	4,173.56	36.45%
Legal Fees	05411	1,332.88	15,623.14	20,000.00	4,376.86	(20.18)%
Property Insurance	05510	460.00	2,760.00	4,400.00	1,640.00	32.68%
Advertising/Drug Testing	05511	2,800.00	2,800.00	6,000.00	3,200.00	0.00%
Dues/Subscriptions	05516	0.00	245.00	1,500.00	1,255.00	51.00%
Liability Insurance	05518	52.00	312.00	600.00	288.00	45.26%
Service Contracts	05520	3,333.33	26,704.18	60,000.00	33,295.82	55.49%
Support Activities	05521	0.00	3,660.28	3,700.00	39.72	(22.01)%
Equipment Rental/Lease	05523	0.00	487.86	2,000.00	1,512.14	80.49%
Seminars/Training/Workshops	05527	300.00	1,050.00	3,300.00	2,250.00	19.23%
Office Furniture	05610	0.00	0.00	2,000.00	2,000.00	0.00%
Equipment Repair & Maintenance	05613	0.00	436.61	800.00	363.39	0.00%
Travel Lodg Airf Mil	05711	2,281.12	3,996.84	6,500.00	2,503.16	(53.72)%
Property and Equipment	05810	0.00	0.00	12,000.00	12,000.00	100.00%
<b>Total OPERATIONS</b>		<b>13,863.80</b>	<b>72,703.84</b>	<b>156,750.00</b>	<b>84,046.16</b>	<b>41.61%</b>
<b>Total EXPENDITURES</b>		<b>29,158.39</b>	<b>217,579.41</b>	<b>474,682.00</b>	<b>257,102.59</b>	<b>45.60%</b>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Planning and Zoning

						Percent Total
						Budget Remaining
		Month	Year Actual	YTD Budget	Remaining Budget	Original
<b>PERSONNEL</b>						
Salaries	05101	13,915.33	157,324.94	356,884.00	199,559.06	58.13%
Overtime	05103	629.21	2,700.22	8,000.00	5,299.78	51.99%
FICA/Medicare Taxes	05111	1,100.92	12,093.60	29,406.00	17,312.40	59.20%
T.W.C. Payroll Taxes	05112	6.42	52.35	1,820.00	1,767.65	95.50%
Health Insurance Premiums	05113	3,995.16	27,300.26	61,600.00	34,299.74	63.03%
Workers Compensation Insurance	05114	185.00	1,110.00	1,860.00	750.00	41.11%
Deferred Compensation Benefits	05115	498.36	4,742.14	7,500.00	2,757.86	66.13%
Life Insurance	05116	78.85	441.81	428.00	(13.81)	12.51%
Dental Insurance Expense	05117	232.54	1,304.28	2,044.00	739.72	50.37%
Vision Insurance Expense	05118	36.00	226.97	441.00	214.03	59.97%
<b>Total PERSONNEL</b>		<u>20,677.79</u>	<u>207,296.57</u>	<u>469,983.00</u>	<u>262,686.43</u>	<u>59.00%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	103.41	2,400.34	14,000.00	11,599.66	80.80%
Postage	05211	0.00	0.00	5,000.00	5,000.00	100.00%
Tools and Supplies	05212	0.00	0.00	2,300.00	2,300.00	100.00%
Uniforms	05213	0.00	150.00	3,000.00	2,850.00	94.44%
Building & Property Maintenance	05311	75.00	6,135.31	7,500.00	1,364.69	23.31%
Utilities	05313	134.92	685.28	1,500.00	814.72	82.87%
Telephone	05314	2,774.52	9,926.54	18,000.00	8,073.46	44.85%
Legal Fees	05411	2,665.77	32,177.53	60,000.00	27,822.47	63.43%
Property Insurance	05510	213.00	1,278.00	2,000.00	722.00	29.00%
Advertising/Drug Testing	05511	1,602.78	5,065.78	6,000.00	934.22	43.71%
Dues/Subscriptions	05516	30.00	3,593.93	6,000.00	2,406.07	(199.49)%
Liability Insurance	05518	449.00	12,066.86	19,100.00	7,033.14	(146.26)%
Service Contracts	05520	154,768.96	241,354.25	460,000.00	218,645.75	29.84%
Support Activities	05521	0.00	473.84	2,000.00	1,526.16	0.00%
Equipment Rental/Lease	05523	1,302.01	5,889.54	10,000.00	4,110.46	43.91%
Seminars/Training/Workshops	05527	0.00	2,124.85	6,000.00	3,875.15	50.00%
Office Furniture	05610	0.00	0.00	1,000.00	1,000.00	100.00%
Vehicle Repair & Maintenance	05612	0.00	0.00	2,000.00	2,000.00	100.00%
Equipment Repair & Maintenance	05613	0.00	0.00	2,500.00	2,500.00	100.00%
Vehicle Fuel	05614	47.82	814.69	2,500.00	1,685.31	79.63%
Travel Lodg Airf Mil	05711	379.20	2,320.34	2,500.00	179.66	(132.03)%
Property and Equipment	05810	0.00	3,299.80	50,000.00	46,700.20	82.63%
<b>Total OPERATIONS</b>		<u>164,546.39</u>	<u>329,756.88</u>	<u>682,900.00</u>	<u>353,143.12</u>	<u>39.71%</u>
<b>Total EXPENDITURES</b>		<u>185,224.18</u>	<u>537,053.45</u>	<u>1,152,883.00</u>	<u>615,829.55</u>	<u>48.98%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Health Department

						Percent Total
		Month	Year Actual	YTD Budget	Remaining Budget	Budget Remaining - Original
OPERATIONS						
Health/Ambulance Contract	05525	<u>10,824.00</u>	<u>27,504.00</u>	<u>600,000.00</u>	<u>572,496.00</u>	<u>95.42%</u>
Total OPERATIONS		<u>10,824.00</u>	<u>27,504.00</u>	<u>600,000.00</u>	<u>572,496.00</u>	<u>95.42%</u>
Total EXPENDITURES		<u>10,824.00</u>	<u>27,504.00</u>	<u>600,000.00</u>	<u>572,496.00</u>	<u>95.42%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

*Grants and Special Projects*

							Percent Total
							Budget Remaining
		Month	Year Actual	YTD Budget	Remaining Budget	Original	
<b>PERSONNEL</b>							
Salaries	05101	7,717.16	69,349.20	149,808.00	80,458.80	(23.72)%	
Overtime	05103	154.43	705.26	3,000.00	2,294.74	0.00%	
FICA/Medicare Taxes	05111	568.49	5,145.81	14,214.00	9,068.19	5.34%	
T.W.C. Payroll Taxes	05112	1.09	27.00	780.00	753.00	86.63%	
Health Insurance Premiums	05113	1,326.86	7,778.02	21,400.00	13,621.98	11.21%	
Workers Compensation Insurance	05114	0.00	0.00	435.00	435.00	100.00%	
Deferred Compensation Benefits	05115	346.05	2,463.59	3,600.00	1,136.41	7.03%	
Life Insurance	05116	22.25	120.49	450.00	329.51	19.67%	
Dental Insurance Expense	05117	48.99	277.15	876.00	598.85	5.09%	
Vision Insurance Expense	05118	9.31	53.99	189.00	135.01	14.30%	
<b>Total PERSONNEL</b>		<b>10,194.63</b>	<b>85,920.51</b>	<b>194,752.00</b>	<b>108,831.49</b>	<b>(16.36)%</b>	
<b>OPERATIONS</b>							
Office Expense and Supplies	05201	959.12	2,952.79	6,500.00	3,547.21	(195.28)%	
Postage	05211	0.00	0.00	300.00	300.00	100.00%	
Uniforms	05213	0.00	268.62	400.00	131.38	10.46%	
Telephone	05314	233.95	1,368.80	1,500.00	131.20	(173.76)%	
Legal Fees	05411	0.00	0.00	5,000.00	5,000.00	100.00%	
Advertising/Drug Testing	05511	0.00	0.00	1,500.00	1,500.00	100.00%	
Dues/Subscriptions	05516	0.00	793.95	2,100.00	1,306.05	(44.35)%	
Service Contracts	05520	0.00	0.00	0.00	0.00	100.00%	
Support Activities	05521	319.24	1,023.44	4,100.00	3,076.56	0.00%	
Seminars/Training/Workshops	05527	0.00	697.98	3,000.00	2,302.02	82.55%	
Travel Lodg Airf Mil	05711	4.02	1,867.54	3,000.00	1,132.46	46.64%	
Property and Equipment	05810	0.00	702.97	3,500.00	2,797.03	76.17%	
Grant Expense	06440	0.00	0.00	10,000.00	10,000.00	0.00%	
<b>Total OPERATIONS</b>		<b>1,516.33</b>	<b>9,676.09</b>	<b>40,900.00</b>	<b>31,223.91</b>	<b>37.97%</b>	
<b>Total EXPENDITURES</b>		<b>11,710.96</b>	<b>95,596.60</b>	<b>235,652.00</b>	<b>140,055.40</b>	<b>(6.88)%</b>	



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Human Resources

						Percent Total
						Budget Remaining
		Month	Year Actual	YTD Budget	Remaining Budget	Original
<b>PERSONNEL</b>						
Salaries	05101	3,072.91	32,265.60	67,864.00	35,598.40	0.00%
FICA/Medicare Taxes	05111	231.88	2,434.74	5,192.00	2,757.26	0.00%
T.W.C. Payroll Taxes	05112	0.00	9.00	260.00	251.00	0.00%
Health Insurance Premiums	05113	665.86	3,995.16	8,800.00	4,804.84	0.00%
Workers Compensation Insurance	05114	8.00	48.00	144.00	96.00	66.67%
Deferred Compensation Benefits	05115	245.83	2,581.20	4,500.00	1,918.80	0.00%
Life Insurance	05116	16.48	113.18	250.00	136.82	0.00%
Dental Insurance Expense	05117	23.10	138.60	292.00	153.40	0.00%
Vision Insurance Expense	05118	4.50	27.00	63.00	36.00	0.00%
Employee Assistance Program	05119	0.00	5,063.89	5,100.00	36.11	(5.06)%
<b>Total PERSONNEL</b>		<u>4,268.56</u>	<u>46,676.37</u>	<u>92,465.00</u>	<u>45,788.63</u>	<u>(840.30)%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	230.70	815.91	1,700.00	884.09	63.08%
Postage	05211	0.00	0.00	150.00	150.00	100.00%
Telephone	05314	73.45	443.85	750.00	306.15	0.00%
Legal Fees	05411	269.52	13,980.52	35,000.00	21,019.48	6.80%
Property Insurance	05510	5.00	30.00	50.00	20.00	31.82%
Advertising/Drug Testing	05511	58.00	5,129.38	15,000.00	9,870.62	26.72%
Dues/Subscriptions	05516	35.00	35.00	500.00	465.00	96.50%
Liability Insurance	05518	41.00	246.00	500.00	254.00	45.33%
Service Contracts	05520	0.00	0.00	15,000.00	15,000.00	100.00%
Support Activities	05521	54.95	920.71	3,000.00	2,079.29	(84.14)%
Human Resources	05526	500.00	2,750.00	14,000.00	11,250.00	68.57%
Seminars/Training/Workshops	05527	0.00	3,920.00	4,000.00	80.00	(677.78)%
Equipment Repair & Maintenance	05613	0.00	0.00	600.00	600.00	0.00%
Travel Lodg Airf Mil	05711	0.00	3,386.67	3,000.00	(386.67)	(141.91)%
Property and Equipment	05810	0.00	0.00	1,200.00	1,200.00	0.00%
<b>Total OPERATIONS</b>		<u>1,267.62</u>	<u>31,658.04</u>	<u>94,450.00</u>	<u>62,791.96</u>	<u>61.42%</u>
<b>Total EXPENDITURES</b>		<u>5,536.18</u>	<u>78,334.41</u>	<u>186,915.00</u>	<u>108,580.59</u>	<u>9.99%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Mayor and City Council

						Percent Total
		Month	Year Actual	YTD Budget	Remaining Budget	Budget Remaining Original
<b>PERSONNEL</b>						
Salaries	05101	2,858.05	29,961.50	65,022.00	35,060.50	45.55%
FICA/Medicare Taxes	05111	214.76	2,251.09	4,974.00	2,722.91	54.74%
T.W.C. Payroll Taxes	05112	2.81	21.29	1,560.00	1,538.71	96.30%
Health Insurance Premiums	05113	2,663.44	16,646.50	52,800.00	36,153.50	54.47%
Workers Compensation Insurance	05114	14.00	84.00	300.00	216.00	72.00%
Deferred Compensation Benefits	05115	22.86	240.00	1,000.00	760.00	92.00%
Life Insurance	05116	9.58	50.31	210.00	159.69	76.04%
Dental Insurance Expense	05117	97.62	554.45	1,752.00	1,197.55	68.35%
Vision Insurance Expense	05118	23.05	134.97	378.00	243.03	64.29%
Total PERSONNEL		<u>5,906.17</u>	<u>49,944.11</u>	<u>127,996.00</u>	<u>78,051.89</u>	<u>51.40%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	228.41	2,908.84	5,700.00	2,791.16	16.89%
Uniforms	05213	0.00	1,774.00	3,000.00	1,226.00	0.00%
Telephone	05314	346.27	2,079.02	3,700.00	1,620.98	42.25%
Property Insurance	05510	27.00	162.00	240.00	78.00	26.36%
Dues/Subscriptions	05516	0.00	100.00	8,000.00	7,900.00	98.00%
Liability Insurance	05518	206.00	1,236.00	2,500.00	1,264.00	46.26%
Support Activities	05521	0.00	3,554.66	4,500.00	945.34	0.00%
Seminars/Training/Workshops	05527	0.00	1,705.00	9,000.00	7,295.00	43.17%
Office Furniture	05610	0.00	3,534.88	3,000.00	(534.88)	0.00%
Travel Lodg Airf Mil	05711	(529.01)	10,206.87	15,000.00	4,793.13	(27.59)%
Settlements	08000	0.00	0.00	0.00	0.00	100.00%
Total OPERATIONS		<u>278.67</u>	<u>27,261.27</u>	<u>54,640.00</u>	<u>27,378.73</u>	<u>(5.50)%</u>
Total EXPENDITURES		<u>6,184.84</u>	<u>77,205.38</u>	<u>182,636.00</u>	<u>105,430.62</u>	<u>39.97%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

City Clerk

						Percent Total
		Month	Year Actual	YTD Budget	Remaining Budget	Budget Remaining - Original
<b>PERSONNEL</b>						
Salaries	05101	3,037.19	30,781.92	67,932.00	37,150.08	45.67%
FICA/Medicare Taxes	05111	230.15	2,322.44	5,197.00	2,874.56	46.85%
T.W.C. Payroll Taxes	05112	0.00	8.99	260.00	251.01	93.84%
Health Insurance Premiums	05113	665.86	3,995.16	8,800.00	4,804.84	54.39%
Workers Compensation Insurance	05114	8.00	48.00	288.00	240.00	83.33%
Deferred Compensation Benefits	05115	234.64	2,404.22	4,500.00	2,095.78	14.13%
Life Insurance	05116	15.06	103.07	150.00	46.93	31.29%
Dental Insurance Expense	05117	23.10	138.60	292.00	153.40	52.53%
Vision Insurance Expense	05118	4.50	27.00	63.00	36.00	57.14%
Total PERSONNEL		<u>4,218.50</u>	<u>39,829.40</u>	<u>87,482.00</u>	<u>47,652.60</u>	<u>45.83%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	0.00	911.36	4,000.00	3,088.64	69.62%
Postage	05211	0.00	0.00	200.00	200.00	100.00%
Telephone	05314	44.04	264.44	600.00	335.56	55.93%
Legal Fees	05411	920.87	4,022.79	12,000.00	7,977.21	74.86%
Property Insurance	05510	11.00	66.00	100.00	34.00	31.25%
Advertising/Drug Testing	05511	1,099.32	7,504.32	20,000.00	12,495.68	73.94%
County Elections	05515	0.00	0.00	500.00	500.00	0.00%
Dues/Subscriptions	05516	0.00	550.00	200.00	(350.00)	(137.58)%
Liability Insurance	05518	45.00	270.00	500.00	230.00	43.75%
Service Contracts	05520	1,060.68	1,458.93	10,000.00	8,541.07	80.01%
Seminars/Training/Workshops	05527	0.00	500.00	1,000.00	500.00	50.00%
Travel Lodg Airf Mil	05711	0.00	849.95	2,000.00	1,150.05	15.01%
Property and Equipment	05810	<u>9,591.00</u>	<u>9,591.00</u>	<u>15,000.00</u>	<u>5,409.00</u>	<u>0.00%</u>
Total OPERATIONS		<u>12,771.91</u>	<u>25,988.79</u>	<u>66,100.00</u>	<u>40,111.21</u>	<u>55.73%</u>
Total EXPENDITURES		<u>16,990.41</u>	<u>65,818.19</u>	<u>153,582.00</u>	<u>87,763.81</u>	<u>50.23%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Finance Department

		Month	Year Actual	YTD Budget	Remaining Budget	Percent Total Budget Remaining Original
<b>PERSONNEL</b>						
Salaries	05101	7,814.33	82,256.22	178,809.00	96,552.78	43.70%
Overtime	05103	202.77	1,211.73	3,000.00	1,788.27	51.53%
FICA/Medicare Taxes	05111	570.48	5,933.21	13,908.00	7,974.79	46.82%
T.W.C. Payroll Taxes	05112	1.36	27.01	780.00	752.99	93.83%
Health Insurance Premiums	05113	2,064.16	11,985.45	26,400.00	14,414.55	54.39%
Workers Compensation Insurance	05114	42.00	252.00	500.00	248.00	49.60%
Deferred Compensation Benefits	05115	622.89	6,499.61	13,500.00	7,000.39	1.52%
Life Insurance	05116	31.50	177.26	400.00	222.74	51.57%
Dental Insurance Expense	05117	75.89	415.81	876.00	460.19	52.53%
Vision Insurance Expense	05118	14.35	80.89	189.00	108.11	57.20%
<b>Total PERSONNEL</b>		<u>11,439.73</u>	<u>108,839.19</u>	<u>238,362.00</u>	<u>129,522.81</u>	<u>44.19%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	(70.04)	2,214.66	5,000.00	2,785.34	59.73%
Telephone	05314	44.04	264.44	570.00	305.56	47.11%
Legal Fees	05411	6,630.12	9,082.68	25,000.00	15,917.32	43.59%
Property Insurance	05510	11.00	66.00	110.00	44.00	34.00%
Audit Fees	05512	10,235.88	10,687.38	55,000.00	44,312.62	71.12%
Central Appraisal Fees	05513	38,890.97	92,570.79	216,000.00	123,429.21	13.49%
Dues/Subscriptions	05516	3,435.86	8,535.74	10,000.00	1,464.26	(0.42)%
Bank Charges	05517	1,408.21	7,447.66	25,000.00	17,552.34	73.40%
Liability Insurance	05518	45.00	270.00	1,100.00	830.00	94.77%
Service Contracts	05520	0.00	1,000.00	7,000.00	6,000.00	0.00%
Tax Collector Fees	05522	0.00	13,134.75	13,150.00	15.25	2.71%
Seminars/Training/Workshops	05527	0.00	320.00	2,000.00	1,680.00	68.00%
Late Charge	05538	350.63	427.05	300.00	(127.05)	22.35%
Travel Lodg Airf Mil	05711	14.07	35.03	1,500.00	1,464.97	82.48%
Property and Equipment	05810	0.00	0.00	2,500.00	2,500.00	100.00%
<b>Total OPERATIONS</b>		<u>60,995.74</u>	<u>146,056.18</u>	<u>364,230.00</u>	<u>218,173.82</u>	<u>35.38%</u>
<b>Total EXPENDITURES</b>		<u>72,435.47</u>	<u>254,895.37</u>	<u>602,592.00</u>	<u>347,696.63</u>	<u>39.46%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Recreation Centers

		Month	Year Actual	YTD Budget	Remaining Budget	Percent Total Budget Remaining Original
<b>PERSONNEL</b>						
Salaries	05101	9,322.94	100,554.18	228,813.00	128,258.82	42.70%
Overtime	05103	1,396.42	11,318.43	20,000.00	8,681.57	9.45%
FICA/Medicare Taxes	05111	811.49	8,442.68	20,182.00	11,739.32	33.36%
T.W.C. Payroll Taxes	05112	5.44	46.37	1,560.00	1,513.63	94.71%
Health Insurance Premiums	05113	3,995.16	23,970.96	48,000.00	24,029.04	31.59%
Workers Compensation Insurance	05114	14.00	84.00	720.00	636.00	85.00%
Deferred Compensation Benefits	05115	441.15	4,278.87	7,300.00	3,021.13	(25.85)%
Life Insurance	05116	57.62	294.50	340.00	45.50	23.70%
Dental Insurance Expense	05117	138.60	831.60	1,752.00	920.40	28.80%
Vision Insurance Expense	05118	31.50	189.00	378.00	189.00	25.00%
<b>Total PERSONNEL</b>		<u>16,214.32</u>	<u>150,010.59</u>	<u>329,045.00</u>	<u>179,034.41</u>	<u>38.10%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	2,589.47	10,785.90	11,000.00	214.10	(19.84)%
Tools and Supplies	05212	158.00	627.02	700.00	72.98	0.00%
Uniforms	05213	677.22	2,058.92	2,500.00	441.08	(105.89)%
Building & Property Maintenance	05311	3,060.94	9,278.22	10,000.00	721.78	(32.55)%
Utilities	05313	1,356.07	9,596.55	17,000.00	7,403.45	(37.09)%
Telephone	05314	7,645.00	25,014.34	38,000.00	12,985.66	34.17%
Legal Fees	05411	0.00	0.00	2,000.00	2,000.00	100.00%
Property Insurance	05510	623.00	3,738.00	6,200.00	2,462.00	37.70%
Advertising/Drug Testing	05511	139.59	6,264.95	16,000.00	9,735.05	43.05%
Dues/Subscriptions	05516	0.00	744.20	2,000.00	1,255.80	62.79%
Liability Insurance	05518	324.00	1,944.00	3,800.00	1,856.00	46.00%
Service Contracts	05520	10,018.71	64,866.64	50,000.00	(14,866.64)	(281.57)%
Support Activities	05521	1,878.34	16,827.25	21,000.00	4,172.75	(86.97)%
Equipment Rental/Lease	05523	836.57	2,334.85	11,000.00	8,665.15	68.02%
Seminars/Training/Workshops	05527	523.96	7,638.49	8,000.00	361.51	(1,427.70)%
Events	05548	6,322.56	45,429.16	80,000.00	34,570.84	(28.69)%
Vehicle Repair & Maintenance	05612	602.82	4,397.71	4,500.00	102.29	(119.89)%
Equipment Repair & Maintenance	05613	79.57	79.57	1,600.00	1,520.43	95.03%
Vehicle Fuel	05614	300.86	1,326.05	3,000.00	1,673.95	55.80%
Travel Lodg Airf Mil	05711	792.65	10,718.98	8,000.00	(2,718.98)	(435.95)%
Property and Equipment	05810	8,991.52	16,347.89	15,000.00	(1,347.89)	(8.99)%
<b>Total OPERATIONS</b>		<u>46,920.85</u>	<u>240,018.69</u>	<u>311,300.00</u>	<u>71,281.31</u>	<u>(33.86)%</u>
<b>Total EXPENDITURES</b>		<u>63,135.17</u>	<u>390,029.28</u>	<u>640,345.00</u>	<u>250,315.72</u>	<u>7.49%</u>



City of Socorro  
Statement of Revenues and Expenditures  
From 3/1/2024 Through 3/31/2024

Information Technology

						Percent Total
		Month	Year Actual	YTD Budget	Remaining Budget	Budget Remaining · Original
<b>PERSONNEL</b>						
Salaries	05101	6,433.25	59,664.75	108,756.00	49,091.25	(13.63)%
Overtime	05103	545.61	2,391.40	3,000.00	608.60	0.00%
FICA/Medicare Taxes	05111	530.25	4,709.14	9,243.00	4,533.86	(17.23)%
T.W.C. Payroll Taxes	05112	3.80	23.58	520.00	496.42	83.85%
Health Insurance Premiums	05113	1,331.72	7,324.16	17,600.00	10,275.84	16.39%
Workers Compensation Insurance	05114	14.00	84.00	245.00	161.00	42.07%
Deferred Compensation Benefits	05115	285.71	3,438.12	5,800.00	2,361.88	(129.21)%
Life Insurance	05116	25.46	127.83	167.00	39.17	6.69%
Dental Insurance Expense	05117	23.10	231.00	584.00	353.00	20.89%
Vision Insurance Expense	05118	(4.50)	45.00	126.00	81.00	28.57%
<b>Total PERSONNEL</b>		<u>9,188.40</u>	<u>78,038.98</u>	<u>146,041.00</u>	<u>68,002.02</u>	<u>(15.49)%</u>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	3,758.11	12,265.11	15,000.00	2,734.89	(206.63)%
Tools and Supplies	05212	1,706.86	12,526.77	13,500.00	973.23	(401.07)%
Uniforms	05213	0.00	2,488.64	4,000.00	1,511.36	(148.86)%
Building & Property Maintenance	05311	0.00	0.00	100.00	100.00	0.00%
Telephone	05314	228.09	1,118.89	2,200.00	1,081.11	0.00%
Dues/Subscriptions	05516	215.71	2,623.06	100.00	(2,523.06)	0.00%
Service Contracts	05520	4,412.73	92,325.94	80,000.00	(12,325.94)	(28.23)%
Seminars/Training/Workshops	05527	2,731.00	5,358.96	11,000.00	5,641.04	0.00%
Vehicle Repair & Maintenance	05612	2,608.09	2,608.09	800.00	(1,808.09)	(2,508.09)%
Equipment Repair & Maintenance	05613	0.00	1,902.35	3,000.00	1,097.65	54.71%
Vehicle Fuel	05614	135.12	903.43	2,000.00	1,096.57	(502.29)%
Travel Lodg Airf Mil	05711	468.96	468.96	11,000.00	10,531.04	81.24%
Property and Equipment	05810	6,324.51	42,401.80	135,000.00	92,598.20	32.70%
<b>Total OPERATIONS</b>		<u>22,589.18</u>	<u>176,992.00</u>	<u>277,700.00</u>	<u>100,708.00</u>	<u>(18.43)%</u>
<b>Total EXPENDITURES</b>		<u>31,777.58</u>	<u>255,030.98</u>	<u>423,741.00</u>	<u>168,710.02</u>	<u>(17.51)%</u>



City of Socorro  
Capital Projects Unaudited Trial Balance  
As of 3/31/2024

400 - CAPITAL  
PROJECTS 2019  
CO's

GL Code	GL Title	Debit Balance	Credit Balance
01048	Wells Fargo- Capital Projects		2,233,596.90
01054	Logic Investments - Capital		76,905.26
01251	Inter-Fund Receivable		6,955.12
02004	Accounts Payable		216,173.43
04404	Interest Earned		1,273.74
04903	Miscellaneous Income		206,237.18
05312	Street Maintenance	62,828.03	
05320	Street Overlay O-200	99,892.08	
05322	St Overlay/Reconstr OR-400	3,176.50	
05520	Service Contracts	1,688,406.73	
05807	SIDEWALK CONSTRUCTION	714,915.81	
05810	Property and Equipment	53,479.21	
07502	Building and Facilities	6,955.12	
07512	Shared Use Path	<u>111,488.15</u>	
	Total 400 - CAPITAL PROJECTS 2019 CO's	2,741,141.63	2,741,141.63



City of Socorro  
Capital Projects Unaudited Trial Balance  
As of 3/31/2024

402 - TWDB  
CAPITAL  
PROJECT FUND

<u>GL Code</u>	<u>GL Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
01050	TWDB Capital Projects	90.52	
01060	TWDB CO - ESCROW		218,038.14
02004	Accounts Payable	218,038.14	
04404	Interest Earned		<u>90.52</u>
	Total 402 - TWDB CAPITAL PROJECT FUND	<u>218,128.66</u>	<u>218,128.66</u>
Report Total		<u>2,959,270.29</u>	<u>2,959,270.29</u>
Report Difference			<u>0.00</u>



City of Socorro  
Statement of Expenditures - General Fund  
From 3/1/2024 Through 3/31/2024

		Month	Year Actual	YTD Budget	Remaining Budget	Percent Total Budget Remaining - Original
<b>PERSONNEL</b>						
Salaries	05101	283,482.44	2,984,339.53	6,798,862.00	3,814,522.47	32.86%
Overtime	05103	14,782.29	172,645.38	405,500.00	232,854.62	47.69%
FICA/Medicare Taxes	05111	22,378.29	237,081.17	568,772.00	331,690.83	35.19%
T.W.C. Payroll Taxes	05112	99.93	1,155.45	38,480.00	37,324.55	93.48%
Health Insurance Premiums	05113	86,257.99	516,077.00	1,310,800.00	794,723.00	45.11%
Workers Compensation Insurance	05114	9,389.00	56,334.00	172,877.00	116,543.00	58.43%
Deferred Compensation Benefits	05115	9,589.16	98,653.17	154,200.00	55,546.83	22.90%
Life Insurance	05116	1,101.62	5,632.00	11,076.00	5,444.00	43.91%
Dental Insurance Expense	05117	3,069.88	17,798.84	44,095.00	26,296.16	47.46%
Vision Insurance Expense	05118	577.77	3,412.17	9,513.00	6,100.83	54.06%
Employee Assistance Program	05119	0.00	5,063.89	5,100.00	36.11	(5.06)%
<b>Total PERSONNEL</b>		<b>430,728.37</b>	<b>4,098,192.60</b>	<b>9,519,275.00</b>	<b>5,421,082.40</b>	<b>36.15%</b>
<b>OPERATIONS</b>						
Office Expense and Supplies	05201	17,644.22	72,570.11	136,100.00	63,529.89	18.65%
Medical Supplies	05202	0.00	323.20	500.00	176.80	35.36%
Postage	05211	500.00	3,824.36	13,950.00	10,125.64	74.19%
Tools and Supplies	05212	19,151.50	65,072.60	192,000.00	126,927.40	26.31%
Uniforms	05213	4,117.84	37,045.69	99,400.00	62,354.31	37.95%
Building Modifications/A.D.A.	05310	0.00	0.00	500.00	500.00	100.00%
Building & Property Maintenan	05311	11,211.91	56,446.93	80,600.00	24,153.07	(4.53)%
Street Maintenance	05312	18,965.50	46,348.58	155,000.00	108,651.42	28.69%
Utilities	05313	8,808.89	128,509.31	390,500.00	261,990.69	58.39%
Telephone	05314	57,403.66	197,167.15	243,270.00	46,102.85	(10.67)%
Park Maintenance	05317	14,520.07	32,409.59	130,000.00	97,590.41	(194.63)%
Recycling Center	05325	1,582.40	10,658.38	22,000.00	11,341.62	(6.58)%
Legal Fees	05411	28,329.85	129,134.41	289,000.00	159,865.59	55.94%
Property Insurance	05510	5,332.00	31,992.00	51,000.00	19,008.00	29.95%
Advertising/Drug Testing	05511	5,699.69	26,764.43	64,500.00	37,735.57	52.46%
Audit Fees	05512	10,235.88	10,687.38	55,000.00	44,312.62	71.12%
Central Appraisal Fees	05513	38,890.97	92,570.79	216,000.00	123,429.21	13.49%
County Elections	05515	0.00	0.00	500.00	500.00	0.00%
Dues/Subscriptions	05516	3,716.57	28,293.07	53,000.00	24,706.93	6.87%
Bank Charges	05517	1,408.21	7,447.66	25,000.00	17,552.34	73.40%
Liability Insurance	05518	8,269.00	58,986.86	103,700.00	44,713.14	42.08%
Service Contracts	05520	342,983.99	845,701.14	1,258,000.00	412,298.86	(7.78)%
Support Activities	05521	6,238.62	51,328.46	66,300.00	14,971.54	(93.69)%
Tax Collector Fees	05522	0.00	13,134.75	13,150.00	15.25	2.71%
Equipment Rental/Lease	05523	4,230.30	20,598.41	68,500.00	47,901.59	59.45%
Health/Ambulance Contract	05525	10,824.00	88,754.00	846,000.00	757,246.00	88.01%
Human Resources	05526	500.00	2,750.00	14,000.00	11,250.00	68.57%
Seminars/Training/Workshops	05527	2,788.96	62,343.93	140,300.00	77,956.07	(118.34)%
Late Charge	05538	350.63	427.05	300.00	(127.05)	22.35%
Marketing Exp	05546	0.00	0.00	5,000.00	5,000.00	0.00%
Events	05548	6,322.56	45,429.16	80,000.00	34,570.84	(28.69)%
Office Furniture	05610	0.00	5,121.26	6,500.00	1,378.74	(241.42)%
Radio Communications and Maint	05611	0.00	0.00	4,000.00	4,000.00	100.00%
Vehicle Repair & Maintenance	05612	18,240.64	56,229.53	74,300.00	18,070.47	25.43%
Equipment Repair & Maintenance	05613	2,800.95	30,339.30	77,500.00	47,160.70	48.40%
Vehicle Fuel	05614	12,868.71	80,084.26	166,500.00	86,415.74	34.22%
Travel Lodg Airf Mil	05711	6,394.19	61,882.73	102,000.00	40,117.27	(35.41)%
Property and Equipment	05810	43,270.48	109,983.44	453,200.00	343,216.56	69.71%
Emergency Aid and Assistance	05900	0.00	0.00	15,000.00	15,000.00	100.00%
Grant Expense	06440	0.00	0.00	10,000.00	10,000.00	0.00%
Settlements	08000	0.00	0.00	0.00	0.00	100.00%
<b>Total OPERATIONS</b>		<b>713,602.19</b>	<b>2,510,359.92</b>	<b>5,722,070.00</b>	<b>3,211,710.08</b>	<b>36.38%</b>
<b>Total EXPENDITURES</b>		<b>1,144,330.56</b>	<b>6,608,552.52</b>	<b>15,241,345.00</b>	<b>8,632,792.48</b>	<b>36.24%</b>



City of Socorro  
REVENUE  
From 3/1/2024 Through 3/31/2024

GENERAL FUND

		Month	Year Actual	YTD Budget	Remaining Budget	Percent Total Budget Remaining Original
REVENUE						
Property Taxes-Current	04201	209,306.11	8,658,305.33	8,461,748.00	196,557.33	36.64%
Sales Taxes	04202	183,575.35	1,229,866.19	2,450,000.00	(1,220,133.81)	(20.65)%
Franchise Fees	04203	3.12	477,792.10	850,000.00	(372,207.90)	(26.49)%
Property Tax-Delinquent	04206	25,727.01	203,665.61	200,000.00	3,665.61	19.80%
Mixed Beverage Tax	04207	1,812.34	15,306.28	8,000.00	7,306.28	0.00%
Interest Earned	04404	36,970.73	185,077.52	240,000.00	(54,922.48)	311.28%
Gain/Loss on Investments	04405	84.50	165.75	200.00	(34.25)	(17.13)%
Other Planning Fees(Fireworks)	04500	300.00	1,275.00	3,000.00	(1,725.00)	(74.50)%
Building Permits	04501	28,281.81	221,152.00	700,000.00	(478,848.00)	(68.41)%
Business Registration Permits	04502	17,143.63	42,062.15	125,000.00	(82,937.85)	(39.91)%
Rezoning Fees	04503	9,241.70	93,843.45	95,000.00	(1,156.55)	87.69%
AdmMisc-Copies,City Clrk Prmt	04504	26.50	213.30	100.00	113.30	113.30%
Mobile Home Permits	04505	240.00	960.00	1,500.00	(540.00)	(68.00)%
Muni. Court Judgements/Fines	04507	52,027.26	227,000.07	460,000.00	(232,999.93)	(64.53)%
Juvenile Case Management Fee	04511	477.86	1,059.84	4,000.00	(2,940.16)	(91.17)%
Municipal Court Technology	04512	364.09	769.46	0.00	769.46	0.00%
Police Fees	04604	316.00	2,069.00	4,500.00	(2,431.00)	(58.62)%
Rental Income	04701	0.00	6,600.00	13,000.00	(6,400.00)	(45.00)%
Sale of Fixed Assets	04703	0.00	20.00	0.00	20.00	0.00%
Other Revenue	04704	649.89	3,036.27	10,000.00	(6,963.73)	(93.54)%
Reimbursed cost	04713	0.00	0.00	0.00	0.00	(100.00)%
Park Fees	04714	(120.00)	90.00	1,000.00	(910.00)	(82.00)%
Event Sponsorships	04715	1,500.00	1,829.07	0.00	1,829.07	0.00%
Event Registration	04716	440.00	3,290.00	0.00	3,290.00	0.00%
Miscellaneous Income	04903	11,753.39	41,534.89	5,000.00	36,534.89	1,976.74%
Prior Years Revenue	04999	0.00	0.00	1,662,802.00	(1,662,802.00)	(100.00)%
Total REVENUE		<u>580,121.29</u>	<u>11,416,983.28</u>	<u>15,294,850.00</u>	<u>(3,877,866.72)</u>	<u>5.20%</u>
EXPENDITURES						
		<u>1,144,330.56</u>	<u>6,608,552.52</u>	<u>15,241,345.00</u>	<u>8,632,792.48</u>	
Total EXPENDITURES		<u>1,144,330.56</u>	<u>6,608,552.52</u>	<u>15,241,345.00</u>	<u>8,632,792.48</u>	
Excess (Deficit) REVENUES over EXPENDITURES		<u>(564,209.27)</u>	<u>4,808,430.76</u>	<u>53,505.00</u>	<u>4,754,925.76</u>	



City of Socorro  
Debt Services Unaudited Trial Balance  
As of 3/31/2024

200 - DEBT  
SERVICE FUND

<u>GL Code</u>	<u>GL Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
01001	Wells Fargo- Debt Service	184,261.53	
04201	Property Taxes-Current		2,138,046.91
04206	Property Tax-Delinquent		54,778.12
05528	Interest Charges	351,563.50	
05529	Principal Payments	<u>1,657,000.00</u>	
	Total 200 - DEBT SERVICE FUND	2,192,825.03	2,192,825.03



City of Socorro  
Historical and Fund Balance Projections:  
Unrestricted Fund Balance Analysis

Fiscal Year End	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Beginning Fund Balance	\$ 4,851,812	\$ 5,206,480	\$ 6,374,291	\$ 7,519,478	\$ 7,399,683	\$ 7,652,679
Restricted TRZ						
Net Change in Fund Balance (Revenues-Expenditures)	354,668	1,167,811	1,145,187	(119,795)	252,996	4,808,431
Ending Fund Balance	\$ 5,206,480	\$ 6,374,291	\$ 7,519,478	\$ 7,399,683	\$ 7,652,679	\$ 12,461,110

Total General Fund - Fund Balance	\$ 12,461,110
Commitments and Adjustments:	
Current Year's Net Change in Fund Balance	
Expenditures in Excess of Revenues	(4,808,431)
Minimum Fund Balance - 2 months worth or 16.67% of Budgeted Expenditures of \$15,241,345	(2,540,732)
Current Year Budgeted Expenses in Excess of Revenues	(1,662,802)
Arterial Project	(239,752)
Safe Routes to Schools	(245,452)
Unrestricted General Fund - Fund Balance	\$ 2,963,941



City of Socorro  
Normal Trial Balance - 9.30.2024 Trial Balance  
From 10/1/2023 Through 3/31/2024

300 - GENERAL  
FIXED ASSETS

GL Code	GL Title	Debit Balance	Credit Balance
01300	Security Deposits	5,000.00	
01311	Machinery & Equipment	2,519,559.00	
01312	Vehicles	2,821,221.00	
01320	Buildings and Improvements	1,598,712.64	
01321	Buildings and Improvements	1,737,974.36	
01331	Office Furniture and Fixtures	346,358.00	
01341	Land	3,037,132.00	
01345	Software	174,533.00	
01352	Work in Progress	8,640,511.63	
01353	Infrastructure	49,078,336.76	
01366	Leasehold Improvements	212,942.05	
01511	Accum. Dep - Machinery & Equip		2,173,549.00
01512	Accum. Dep - Vehicles		1,972,597.00
01521	Accum. Dep - Buildings		1,227,837.00
01531	Accum. Dep - Office Furniture		344,900.87
01545	Accum. Dep - Software		108,469.00
01553	Accum. Dep - Infrastructure		13,537,455.00
01566	Accum. Dep - Leasehold Improve.		129,699.44
03100	Fund Balance-Restricted	16,680,777.83	
03250	Investment in Fixed Assets		67,358,550.96
	Total 300 - GENERAL FIXED ASSETS	86,853,058.27	86,853,058.27
Report Total		86,853,058.27	86,853,058.27
Report Difference		0.00	



City of Socorro  
General Fund Unaudited Trial Balance  
As of 3/31/2024

001 - GENERAL  
FUND

GL Code	GL Title	Debit Balance	Credit Balance
01010	Wells Fargo-M&O	3,385,744.74	
01016	Petty Cash Fund	1,150.00	
01039	Logic-Investments	7,990,103.87	
01062	Wells Fargo - Evidence Fund	4,861.98	
01100	Accounts Receivable		338.57
01200	Property Taxes Receivable	2,286,288.27	
01201	Sales Taxes Receivable	410,403.18	
01202	Franchise Fees Receivable	237,338.47	
01203	Muni.Court Warrants Receivable	8,492,509.81	
01205	Allowance		1,753,181.23
01206	Gas Inventory	11,047.86	
01209	Prepaid Expenses	8,422.70	
01210	Prepaid Insurance	155,274.74	
01215	Deferred Revenue	428.98	
01220	Allowance for Uncoll. Warrants		8,263,519.74
01248	Accounts Receivable	1.00	
01251	Inter-Fund Receivable	796,552.06	
01256	Deferred Inflows - Warrants		154,107.31
01511	Accum. Dep - Machinery & Equip	2,850.99	
01545	Accum. Dep - Software		2,851.09
02000	Accounts Payable Clearing Acct	8,142.98	
02001	Accounts Payable	110.00	
02004	Accounts Payable		455,896.90
02005	AFLAC Sup Ins. Withheld (Emp)	1,071.27	
02051	T.W.C. Payable		1,156.74
02115	State Fees Payable		3,338.08
02122	Accrued Vacation		0.36
02126	Child Safety Seat/Belt Fines		309.90
02200	Inter-Fund Payable		181,477.44
02400	Police Seizures		4,861.98
02598	Life Insurance Prem Withheld		791.31
02599	Dental Premiums Withheld		1,260.82
02603	Insurance Premiums Withheld		6,076.74
02604	Cleat Dues		13.85
02608	Local 59-AFL-CIO		51.00
02610	FICA Taxes Withheld/Payable	11.83	
02611	Federal Income Taxes Withheld	26.21	
02613	OMNI Collections		3,910.38
02614	Vision Payable (EmplDeduction)		137.20
02616	Bond Deposits		1,937.35
02617	Collection Agency COLL		7,020.15
02623	EP FITNESS Withholding		1,817.76
02625	Foreign Trade Zone Deposits		1,970.93
03000	Fund Balance-Unrestricted		3,673,542.35
03300	Comm. Fund Balance Arterial		239,751.78
03301	Committed Fund Balance SRS		<u>245,452.00</u>
	Total 001 - GENERAL FUND	<u>23,792,340.94</u>	<u>15,004,772.96</u>
Report Difference		<u>8,787,567.98</u>	



City of Socorro  
General Long Term Debt Unaudited Trial Balance  
As of 3/31/2024

500 - GENERAL  
LONG TERM DEBT

<u>GL Code</u>	<u>GL Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
01400	Amounts to be Provided		1,347,000.00
02232	Certificate of Obligation 2014	320,000.00	
02233	GENERAL OBLIGATION REF BONDS	345,000.00	
02234	Certificate of Obligation 2019	215,000.00	
02235	Refunding Bond - 2020	325,000.00	
02236	Refunding Bond 2020A		155,000.00
02237	REFUNDING BOND FNB 2022	75,000.00	
02238	CERTIFICATE OF OBLIGATION TWDB	<u>222,000.00</u>	
	Total 500 - GENERAL LONG TERM DEBT	<u>1,502,000.00</u>	<u>1,502,000.00</u>
Report Total		<u>10,544,114.99</u>	<u>10,544,114.99</u>



City of Socorro  
Special Revenue Funds Unaudited Trial Balance  
As of 3/31/2024

*100 - SPECIAL  
REVENUES FUND*

<u>GL Code</u>	<u>GL Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
01009	Wells Fargo- Local Law Enf.	3,114.91	
01047	Wells Fargo- Special Revenue		149,651.75
01053	Wells Fargo PD Alloc (II)		7,000.00
01250	Due From Grantor		201,008.33
01251	Inter-Fund Receivable		4,113.60
02004	Accounts Payable	15,328.12	
02200	Inter-Fund Payable	205,174.72	
04204	Hotel Tax		5,500.25
04205	PEG Capital Fee Revenue		7,812.71
04711	Grant Reimbursement		51,625.25
05101	Salaries	64,102.33	
05103	Overtime	67,119.71	
05111	FICA/Medicare Taxes	9,703.32	
05112	T.W.C. Payroll Taxes	28.49	
05115	Deferred Compensation Benefits	3,700.47	
05201	Office Expense and Supplies	2,121.39	
05520	Service Contracts	17,753.63	
05521	Support Activities	1,372.10	
05527	Seminars/Training/Workshops	650.00	
05711	Travel Lodg Airf Mil	3,070.76	
05810	Property and Equipment	<u>33,471.94</u>	
	<b>Total 100 - SPECIAL REVENUES FUND</b>	<b>426,711.89</b>	<b>426,711.89</b>



City of Socorro  
Special Revenue Funds Unaudited Trial Balance  
As of 3/31/2024

102 - American  
Rescue Plan Act

GL Code	GL Title	Debit Balance	Credit Balance
01056	American Rescue Plan Act Cash		154,868.81
01057	LOGIC Investments - ARPA		850,100.33
01215	Deferred Revenue		29.00
01251	Inter-Fund Receivable		2,888.47
02004	Accounts Payable	525,833.49	
02200	Inter-Fund Payable		57,772.21
02221	Deferred Grant Revenues	617,518.71	
04404	Interest Earned		149,899.67
04702	Grants-City Match		10.72
04720	Federal Award		617,507.99
05101	Salaries	52,965.03	
05103	Overtime	3,815.16	
05111	FICA/Medicare Taxes	4,051.39	
05112	T.W.C. Payroll Taxes	17.99	
05113	Health Insurance Premiums	3,995.15	
05115	Deferred Compensation Benefits	899.48	
05116	Life Insurance	66.94	
05117	Dental Insurance Expense		100.07
05118	Vision Insurance Expense	27.00	
05201	Office Expense and Supplies	155.05	
05516	Dues/Subscriptions	11,732.00	
05520	Service Contracts	217,620.99	
05521	Support Activities	14,767.47	
05527	Seminars/Training/Workshops	425.00	
05711	Travel Lodg Airf Mil	645.50	
05810	Property and Equipment	<u>378,640.92</u>	
	Total 102 - American Rescue Plan Act	1,833,177.27	1,833,177.27



City of Socorro  
Special Revenue Funds Unaudited Trial Balance  
As of 3/31/2024

103 - TRZ #2

<u>GL Code</u>	<u>GL Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
01251	Inter-Fund Receivable		3,337.54
04201	Property Taxes-Current		1,626,792.97
07610	CRRMA TRZ#2	<u>1,630,130.51</u>	
	Total 103 - TRZ #2	<u>1,630,130.51</u>	<u>1,630,130.51</u>
Report Total		<u>3,890,019.67</u>	<u>3,890,019.67</u>
Report Difference		<u>0.00</u>	



*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

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: INTRODUCTION FIRST READING AND CALLING FOR A  
PUBLIC HEARING OF ORDINANCE # 578 AMENDMENT # 2 AMENDMENT  
TO DECREASE EXPENDITURES BY \$895.00 FISCAL YEAR 2023-2024.**

**SUMMARY**

**Introduction and first reading for budget amendment number 2 of FY 2023-2024.**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount: Decrease \$ 895.00**

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

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

**ALTERNATIVE**

**Deny budget amendment.**

**STAFF RECOMMENDATION**



**Approve budget amendment**

**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 ProTem

*Yvonne Colon-Villalobos*  
District 4

**ORDINANCE NO. 578**  
**AMENDMENT NO. 2**

**AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING AN  
AMENDED BUDGET TO DECREASE FY 2023- 2024 ADOPTED BUDGET**

**WHEREAS**, it appears that it is necessary and desirable for the City Council to balance the City's General Fund Budget to decrease expenditures by **\$895.00** (see Exhibit A); and

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

**SECTION 1. FINDINGS:**

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

**SECTION 2. AMENDED BUDGET;**

That this is the 1st Amendment Budget for 2023-2024 of the City of Socorro, Texas which is attached hereto as ***Exhibit "A"*** and incorporated herein for all purposes, is hereby approved and adopted by the City Council to be effective immediately.

**SECTION 3. REPEAL OF CONFLICTING ORDINANCES:**

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

**SECTION 4. EFFECTIVE DATE:**

That this Ordinance was duly enacted with all requisites and formalities incident thereto and such is evidenced by the signature affixed below.



**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
SOCORRO, TEXAS, this \_\_\_\_ day of \_\_\_\_, 2024.**

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

***ATTEST:***

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

***APPROVED AS TO FORM:***

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

Introduction, First Reading and Calling for a Public Hearing      June 6, 2024  
Second Reading and Adoption:



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00002 - City Manager*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	530,768.00		(28,000.00)	502,768.00	246,073.61	0.00	256,694.39	48.94%
05103	Overtime	10,000.00			10,000.00	2,733.90	0.00	7,266.10	27.34%
05111	FICA/Medicare Taxes	45,429.00			45,429.00	18,679.15	0.00	26,749.85	41.12%
05112	T.W.C. Payroll Taxes	2,860.00			2,860.00	98.91	0.00	2,761.09	3.46%
05113	Health Insurance Premiums	88,800.00		(15,000.00)	73,800.00	35,956.43	0.00	37,843.57	48.72%
05114	Workers Compensation Insurance	18,900.00			18,900.00	7,515.00	0.00	11,385.00	39.76%
05115	Deferred Compensation Benefits	6,000.00			6,000.00	2,882.88	0.00	3,117.12	48.05%
05116	Life Insurance	958.00			958.00	462.43	0.00	495.57	48.27%
05117	Dental Insurance Expense	3,215.00			3,215.00	1,560.92	0.00	1,654.08	48.55%
05118	Vision Insurance Expense	693.00			693.00	256.41	0.00	436.59	37.00%
05201	Office Expense and Supplies	15,000.00	1,000.00		16,000.00	9,884.32	6,098.04	17.64	99.89%
05211	Postage	2,500.00			2,500.00	1,000.00	1,500.00	0.00	100.00%
05212	Tools and Supplies	6,500.00	1,000.00		7,500.00	6,549.65	0.00	950.35	87.33%
05213	Uniforms	6,000.00			6,000.00	2,990.91	0.00	3,009.09	49.85%
05310	Building Modifications/A.D.A.	500.00			500.00	0.00	0.00	500.00	0.00%
05311	Building & Property Maintenanac	17,000.00	6,000.00		23,000.00	16,880.95	2,605.56	3,513.49	84.72%
05313	Utilities	5,000.00			5,000.00	2,344.33	0.00	2,655.67	46.89%
05314	Telephone	35,000.00	40,000.00		75,000.00	39,760.29	(2,887.44)	38,127.15	49.16%
05411	Legal Fees	70,000.00		(6,000.00)	64,000.00	21,560.86	2,203.29	40,235.85	37.13%
05510	Property Insurance	1,400.00			1,400.00	795.00	0.00	605.00	56.79%
05516	Dues/Subscriptions	9,000.00		(2,000.00)	7,000.00	639.04	0.00	6,360.96	9.13%
05518	Liability Insurance	600.00			600.00	270.00	0.00	330.00	45.00%
05520	Service Contracts	316,000.00			316,000.00	124,414.69	67,248.09	124,337.22	60.65%
05521	Support Activities	20,000.00	8,000.00		28,000.00	17,421.46	0.00	10,578.54	62.22%
05523	Equipment Rental/Lease	10,000.00			10,000.00	3,410.76	4,257.24	2,332.00	76.68%
05527	Seminars/Training/Workshops	11,000.00	6,000.00		17,000.00	11,808.50	0.00	5,191.50	69.46%
05546	Marketing Exp	5,000.00		(2,500.00)	2,500.00	0.00	0.00	2,500.00	0.00%
05610	Office Furniture		2,000.00		2,000.00	1,494.00	0.00	506.00	74.70%
05612	Vehicle Repair & Maintenance	7,000.00			7,000.00	1,987.33	0.00	5,012.67	28.39%
05613	Equipment Repair & Maintenance	2,000.00			2,000.00	0.00	0.00	2,000.00	0.00%
05614	Vehicle Fuel	12,000.00		(3,000.00)	9,000.00	3,484.55	0.00	5,515.45	38.72%
05711	Travel Lodg Airf Mil	13,000.00	7,000.00		20,000.00	15,128.10	0.00	4,871.90	75.64%
05810	Property and Equipment	40,000.00		(10,000.00)	30,000.00	22,958.33	0.00	7,041.67	76.53%
05900	Emergency Aid and Assistance	10,000.00				0.00	0.00	0.00	
	Balance 00002 - City Manager	5,000.00	71,000.00	(66,500.00)	1,316,623.00	0.00	0.00	5,000.00	0.00%



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

00003 - Public Works

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	1,134,562.00		(100,000.00)	1,034,562.00	481,523.53	0.00	553,038.47	46.54%
05103	Overtime	50,000.00			50,000.00	32,585.56	0.00	17,414.44	65.17%
05111	FICA/Medicare Taxes	97,504.00			97,504.00	38,787.27	0.00	58,716.73	39.78%
05112	T.W.C. Payroll Taxes	8,840.00			8,840.00	255.17	0.00	8,584.83	2.89%
05113	Health Insurance Premiums	290,200.00		(20,000.00)	270,200.00	117,208.58	0.00	152,991.42	43.38%
05114	Workers Compensation Insurance	75,500.00			75,500.00	19,440.00	0.00	56,060.00	25.75%
05115	Deferred Compensation Benefits	15,000.00	18,000.00		33,000.00	16,018.51	0.00	16,981.49	48.54%
05116	Life Insurance	1,829.00			1,829.00	669.19	0.00	1,159.81	36.59%
05117	Dental Insurance Expense	9,928.00			9,928.00	3,551.80	0.00	6,376.20	35.78%
05118	Vision Insurance Expense	2,142.00			2,142.00	735.22	0.00	1,406.78	34.32%
05201	Office Expense and Supplies	9,000.00			9,000.00	6,721.49	0.00	2,278.51	74.68%
05212	Tools and Supplies	48,000.00			48,000.00	16,882.28	0.00	31,117.72	35.17%
05213	Uniforms	46,000.00			46,000.00	16,968.71	125.29	28,906.00	37.16%
05311	Building & Property Maintenance	25,000.00			25,000.00	8,959.19	0.00	16,040.81	35.84%
05312	Street Maintenance	155,000.00			155,000.00	46,348.58	(9,172.00)	117,823.42	23.98%
05313	Utilities	315,000.00			315,000.00	92,496.29	0.00	222,503.71	29.36%
05314	Telephone	18,500.00	7,000.00		25,500.00	13,739.25	(1,328.05)	13,088.80	48.67%
05317	Park Maintenance	130,000.00			130,000.00	32,409.59	(5,238.00)	102,828.41	20.90%
05325	Recycling Center	22,000.00			22,000.00	10,658.38	0.00	11,341.62	48.45%
05411	Legal Fees	30,000.00		(10,000.00)	20,000.00	7,061.19	1,554.34	11,384.47	43.08%
05510	Property Insurance	24,000.00			24,000.00	11,870.00	0.00	12,130.00	49.46%
05516	Dues/Subscriptions	600.00			600.00	0.00	0.00	600.00	0.00%
05518	Liability Insurance	20,000.00	2,000.00		22,000.00	10,600.00	0.00	11,400.00	48.18%
05520	Service Contracts	210,000.00	60,000.00		270,000.00	176,582.86	52,558.44	40,858.70	84.87%
05521	Support Activities	0.00	2,000.00		2,000.00	363.09	0.00	1,636.91	#REF!
05523	Equipment Rental/Lease	28,000.00			28,000.00	2,373.86	0.00	25,626.14	1.30%
05527	Seminars/Training/Workshops	7,000.00			7,000.00	1,971.00	0.00	5,029.00	33.91%
05610	Office Furniture	500.00			500.00	92.38	0.00	407.62	394.20%
05611	Radio Communications and Maint	2,000.00		(2,000.00)	0.00	0.00	0.00	0.00	#DIV/0!
05612	Vehicle Repair & Maintenance	15,000.00	20,000.00		35,000.00	26,522.68	0.00	8,477.32	0.00%
05613	Equipment Repair & Maintenance	52,000.00			52,000.00	19,610.40	0.00	32,389.60	51.01%
05614	Vehicle Fuel	55,000.00			55,000.00	22,321.40	0.00	32,678.60	35.66%
05711	Travel Lodg Airf Mil	3,500.00			3,500.00	1,616.46	0.00	1,883.54	637.75%
05810	Property and Equipment	100,000.00		(60,000.00)	40,000.00	4,224.64	0.00	35,775.36	4.04%
05900	Emergency Aid and Assistance	5,000.00			5,000.00	0.00	0.00	5,000.00	
	Balance 00003 - Public Works	3,001,605.00	109,000.00	(192,000.00)	2,923,605.00	1,241,168.55	38,500.02	1,643,936.43	43.77%



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00004 - Fire and Ambulance*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05201	Office Expense and Supplies	200.00			200.00	0.00	0.00	200.00	0.00%
05212	Tools and Supplies	1,000.00			1,000.00	0.00	0.00	1,000.00	0.00%
05311	Building & Property Maintenance	2,000.00	2,500.00		4,500.00	2,016.13	0.00	2,483.87	44.80%
05313	Utilities	10,000.00	5,000.00		15,000.00	6,190.38	0.00	8,809.62	41.27%
05314	Telephone	0.00	5,000.00		5,000.00	2,616.40	0.00	2,383.60	52.33%
05520	Service Contracts	0.00	61,250.00		61,250.00	61,250.00	(61,250.00)	61,250.00	0.00%
05525	Health/Ambulance Contract	246,000.00		(61,250.00)	184,750.00	61,250.00	0.00		33.15%
05614	Vehicle Fuel	12,000.00			12,000.00	1,689.31	0.00		14.08%
05810	Property and Equipment	<u>4,000.00</u>			4,000.00	<u>3,634.28</u>	<u>0.00</u>		90.86%
	Balance 00004 - Fire and Ambulance	<u>275,200.00</u>	<u>73,750.00</u>	<u>(61,250.00)</u>	<u>287,700.00</u>	<u>138,646.50</u>	<u>(61,250.00)</u>	<u>76,127.09</u>	<u>26.90%</u>



City of Socorro  
FIRST BUDGET REVSION  
From 10/1/2023 to 2/8/2024

*00005 - Police Department*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	3,669,077.00		(150,000.00)	3,519,077.00	1,581,579.34	0.00	1,937,497.66	44.94%
05103	Overtime	300,000.00			300,000.00	116,974.38	0.00	183,025.62	38.99%
05111	FICA/Medicare Taxes	304,469.00			304,469.00	127,576.67	0.00	176,892.33	41.90%
05112	T.W.C. Payroll Taxes	17,940.00			17,940.00	542.84	0.00	17,397.16	3.03%
05113	Health Insurance Premiums	642,400.00			642,400.00	240,606.38	0.00	401,793.62	37.45%
05114	Workers Compensation Insurance	72,100.00			72,100.00	18,285.00	0.00	53,815.00	25.36%
05115	Deferred Compensation Benefits	85,000.00	25,000.00		110,000.00	52,963.87	0.00	57,036.13	48.15%
05116	Life Insurance	5,543.00			5,543.00	2,830.55	0.00	2,712.45	51.07%
05117	Dental Insurance Expense	21,024.00			21,024.00	7,883.36	0.00	13,140.64	37.50%
05118	Vision Insurance Expense	4,536.00			4,536.00	1,476.45	0.00	3,059.55	32.55%
05201	Office Expense and Supplies	35,000.00			35,000.00	17,016.62	0.00	17,983.38	48.62%
05202	Medical Supplies	500.00			500.00	323.20	0.00	176.80	64.64%
05211	Postage	2,800.00	2,500.00		5,300.00	2,824.36	0.00	2,475.64	53.29%
05212	Tools and Supplies	120,000.00		(28,150.00)	91,850.00	28,486.88	0.00	63,363.12	31.01%
05213	Uniforms	33,000.00			33,000.00	10,345.89	0.00	22,654.11	31.35%
05311	Building & Property Maintenanc	15,000.00	2,500.00		17,500.00	9,518.41	0.00	7,981.59	54.39%
05313	Utilities	42,000.00			42,000.00	17,196.48	0.00	24,803.52	40.94%
05314	Telephone	113,000.00	20,000.00		133,000.00	93,294.45	(7,537.54)	47,243.09	64.48%
05411	Legal Fees	30,000.00	10,000.00		40,000.00	25,625.70	(10,593.15)	24,967.45	37.58%
05510	Property Insurance	12,500.00			12,500.00	7,245.00	0.00	5,255.00	57.96%
05516	Dues/Subscriptions	13,000.00	1,500.00		14,500.00	10,433.15	0.00	4,066.85	71.95%
05518	Liability Insurance	55,000.00			55,000.00	24,665.00	0.00	30,335.00	44.85%
05520	Service Contracts	50,000.00	20,000.00		70,000.00	55,743.65	4,036.47	10,219.88	85.40%
05521	Support Activities	8,000.00	4,000.00		12,000.00	7,083.73	0.00	4,916.27	59.03%
05523	Equipment Rental/Lease	7,500.00	4,500.00		12,000.00	6,101.54	0.00	5,898.46	50.85%
05527	Seminars/Training/Workshops	75,000.00		(10,000.00)	65,000.00	25,249.15	0.00	39,750.85	38.84%
05611	Radio Communications and Maint	2,000.00			2,000.00	0.00	0.00	2,000.00	0.00%
05612	Vehicle Repair & Maintenance	45,000.00			45,000.00	20,713.72	0.00	24,286.28	46.03%
05613	Equipment Repair & Maintenance	15,000.00			15,000.00	8,310.37	0.00	6,689.63	55.40%
05614	Vehicle Fuel	80,000.00			80,000.00	37,159.92	0.00	42,840.08	46.45%
05711	Travel Lodg Airf Mil	33,000.00			33,000.00	11,286.99	0.00	21,713.01	34.20%
05810	Property and Equipment	<u>75,000.00</u>		<u>(27,000.00)</u>	<u>48,000.00</u>	<u>6,822.73</u>	<u>16,542.00</u>	<u>24,635.27</u>	<u>48.68%</u>
	Balance 00005 - Police Department	<u>5,984,389.00</u>	<u>90,000.00</u>	<u>(215,150.00)</u>	<u>5,859,239.00</u>	<u>2,576,165.78</u>	<u>2,447.78</u>	<u>3,280,625.44</u>	<u>44.01%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00006 - Municipal Court*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	240,567.00			240,567.00	113,004.74	0.00	127,562.26	46.97%
05103	Overtime	8,500.00			8,500.00	2,024.50	0.00	6,475.50	23.82%
05111	FICA/Medicare Taxes	19,054.00			19,054.00	8,705.37	0.00	10,348.63	45.69%
05112	T.W.C. Payroll Taxes	1,300.00			1,300.00	42.94	0.00	1,257.06	3.30%
05113	Health Insurance Premiums	44,000.00			44,000.00	19,309.94	0.00	24,690.06	43.89%
05114	Workers Compensation Insurance	1,885.00			1,885.00	280.00	0.00	1,605.00	14.85%
05115	Deferred Compensation Benefits	500.00			500.00	140.16	0.00	359.84	28.03%
05116	Life Insurance	351.00			351.00	241.38	0.00	109.62	68.77%
05117	Dental Insurance Expense	1,460.00			1,460.00	911.27	0.00	548.73	62.42%
05118	Vision Insurance Expense	315.00			315.00	159.27	0.00	155.73	50.56%
05201	Office Expense and Supplies	14,000.00			14,000.00	3,692.77	0.00	10,307.23	26.38%
05211	Postage	3,000.00			3,000.00	0.00	0.00	3,000.00	0.00%
05213	Uniforms	1,500.00			1,500.00	0.00	0.00	1,500.00	0.00%
05311	Building & Property Maintenance	4,000.00			4,000.00	3,658.72	0.00	341.28	91.47%
05314	Telephone	11,450.00	2,000.00		13,450.00	7,276.44	(683.83)	6,857.39	49.02%
05411	Legal Fees	20,000.00	17,000.00		37,000.00	15,623.14	2,783.95	18,592.91	49.75%
05510	Property Insurance	4,400.00			4,400.00	2,300.00	0.00	2,100.00	52.27%
05511	Advertising/Drug Testing	6,000.00			6,000.00	2,800.00	0.00	3,200.00	46.67%
05516	Dues/Subscriptions	1,500.00			1,500.00	245.00	0.00	1,255.00	16.33%
05518	Liability Insurance	600.00			600.00	260.00	0.00	340.00	43.33%
05520	Service Contracts	60,000.00			60,000.00	26,704.18	19,062.65	14,233.17	76.28%
05521	Support Activities	3,700.00			3,700.00	3,660.28	0.00	39.72	98.93%
05523	Equipment Rental/Lease	2,000.00			2,000.00	487.86	0.00	1,512.14	24.39%
05527	Seminars/Training/Workshops	3,300.00			3,300.00	1,050.00	0.00	2,250.00	31.82%
05610	Office Furniture	2,000.00			2,000.00	0.00	0.00	2,000.00	0.00%
05613	Equipment Repair & Maintenance	800.00			800.00	436.61	0.00	363.39	54.58%
05711	Travel Lodg Airf Mil	6,500.00			6,500.00	3,996.84	0.00	2,503.16	61.49%
05810	Property and Equipment	<u>12,000.00</u>	<u>0.00</u>	<u>0.00</u>	12,000.00	<u>0.00</u>	<u>0.00</u>	<u>12,000.00</u>	<u>0.00%</u>
	Balance 00006 - Municipal Court	<u>474,682.00</u>	<u>19,000.00</u>	<u>0.00</u>	<u>493,682.00</u>	<u>217,011.41</u>	<u>21,162.77</u>	<u>255,507.82</u>	<u>48.24%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00007 - Planning and Zoning*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	356,884.00		(42,000.00)	314,884.00	157,324.94	0.00	157,559.06	49.96%
05103	Overtime	8,000.00			8,000.00	2,700.22	0.00	5,299.78	33.75%
05111	FICA/Medicare Taxes	29,406.00			29,406.00	12,093.60	0.00	17,312.40	41.13%
05112	T.W.C. Payroll Taxes	1,820.00			1,820.00	52.35	0.00	1,767.65	2.88%
05113	Health Insurance Premiums	61,600.00		(5,000.00)	56,600.00	27,300.26	0.00	29,299.74	48.23%
05114	Workers Compensation Insurance	1,860.00			1,860.00	925.00	0.00	935.00	49.73%
05115	Deferred Compensation Benefits	7,500.00			7,500.00	4,742.14	0.00	2,757.86	63.23%
05116	Life Insurance	428.00	500.00		928.00	441.81	0.00	486.19	47.61%
05117	Dental Insurance Expense	2,044.00	600.00		2,644.00	1,304.28	0.00	1,339.72	49.33%
05118	Vision Insurance Expense	441.00	50.00		491.00	226.97	0.00	264.03	46.23%
05201	Office Expense and Supplies	14,000.00			14,000.00	2,400.34	0.00	11,599.66	17.15%
05211	Postage	5,000.00			5,000.00	0.00	0.00	5,000.00	0.00%
05212	Tools and Supplies	2,300.00			2,300.00	0.00	0.00	2,300.00	0.00%
05213	Uniforms	3,000.00			3,000.00	150.00	0.00	2,850.00	5.00%
05311	Building & Property Maintenanc	7,500.00	1,500.00		9,000.00	6,135.31	0.00	2,864.69	68.17%
05313	Utilities	1,500.00			1,500.00	685.28	0.00	814.72	45.69%
05314	Telephone	18,000.00			18,000.00	9,926.54	(889.70)	8,963.16	50.20%
05411	Legal Fees	60,000.00	12,000.00		72,000.00	32,177.53	3,453.11	36,369.36	49.49%
05510	Property Insurance	2,000.00	200.00		2,200.00	1,065.00	0.00	1,135.00	48.41%
05511	Advertising/Drug Testing	6,000.00	5,000.00		11,000.00	5,065.78	0.00	5,934.22	46.05%
05516	Dues/Subscriptions	6,000.00	1,500.00		7,500.00	3,593.93	0.00	3,906.07	47.92%
05518	Liability Insurance	19,100.00			19,100.00	11,617.86	0.00	7,482.14	60.83%
05520	Service Contracts	460,000.00	50,000.00		510,000.00	241,354.25	236,641.55	32,004.20	93.72%
05521	Support Activities	2,000.00			2,000.00	473.84	0.00	1,526.16	23.69%
05523	Equipment Rental/Lease	10,000.00	2,000.00		12,000.00	5,889.54	0.00	6,110.46	49.08%
05527	Seminars/Training/Workshops	6,000.00			6,000.00	2,124.85	0.00	3,875.15	35.41%
05610	Office Furniture	1,000.00			1,000.00	0.00	0.00	1,000.00	0.00%
05612	Vehicle Repair & Maintenance	2,000.00			2,000.00	0.00	0.00	2,000.00	0.00%
05613	Equipment Repair & Maintenance	2,500.00			2,500.00	0.00	0.00	2,500.00	0.00%
05614	Vehicle Fuel	2,500.00			2,500.00	766.87	0.00	1,733.13	30.67%
05711	Travel Lodg Airf Mil	2,500.00	5,000.00		7,500.00	2,320.34	0.00	5,179.66	30.94%
05810	Property and Equipment	<u>50,000.00</u>	<u>0.00</u>	(6,000.00)	44,000.00	<u>3,299.80</u>	<u>0.00</u>	<u>40,700.20</u>	<u>7.50%</u>
	Balance 00007 - Planning and Zoning	<u>1,152,883.00</u>	<u>78,350.00</u>	(53,000.00)	<u>1,178,233.00</u>	<u>536,158.63</u>	<u>239,204.96</u>	<u>402,869.41</u>	<u>65.81%</u>



City of Socorro  
**FIRST BUDGET REVISION**  
 From 10/1/2023 to 2/8/2024

*00008 - Health Department*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05525	Health/Ambulance Contract	<u>600,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>27,504.00</u>	<u>(1,824.00)</u>	<u>574,320.00</u>	<u>4.28%</u>
	Balance 00008 - Health Department	<u>600,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>27,504.00</u>	<u>(1,824.00)</u>	<u>574,320.00</u>	<u>4.28%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00010 - Grants and Special Projects*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	149,808.00		(10,000.00)	139,808.00	69,349.20	0.00	70,458.80	49.60%
05103	Overtime	3,000.00			3,000.00	705.26	0.00	2,294.74	23.51%
05111	FICA/Medicare Taxes	14,214.00			14,214.00	5,145.81	0.00	9,068.19	36.20%
05112	T.W.C. Payroll Taxes	780.00			780.00	27.00	0.00	753.00	3.46%
05113	Health Insurance Premiums	21,400.00			21,400.00	7,778.02	0.00	13,621.98	36.35%
05114	Workers Compensation Insurance	435.00			435.00	0.00	0.00	435.00	0.00%
05115	Deferred Compensation Benefits	3,600.00	1,500.00		5,100.00	2,463.59	0.00	2,636.41	48.31%
05116	Life Insurance	450.00			450.00	120.49	0.00	329.51	26.78%
05117	Dental Insurance Expense	876.00			876.00	277.15	0.00	598.85	31.64%
05118	Vision Insurance Expense	189.00			189.00	53.99	0.00	135.01	28.57%
05201	Office Expense and Supplies	6,500.00			6,500.00	2,952.79	0.00	3,547.21	45.43%
05211	Postage	300.00			300.00	0.00	0.00	300.00	0.00%
05213	Uniforms	400.00			400.00	268.62	0.00	131.38	67.16%
05314	Telephone	1,500.00	800.00		2,300.00	1,368.80	(233.95)	1,165.15	49.34%
05411	Legal Fees	5,000.00			5,000.00	0.00	0.00	5,000.00	0.00%
05511	Advertising/Drug Testing	1,500.00			1,500.00	0.00	0.00	1,500.00	0.00%
05516	Dues/Subscriptions	2,100.00			2,100.00	793.95	0.00	1,306.05	37.81%
05521	Support Activities	4,100.00			4,100.00	1,023.44	0.00	3,076.56	24.96%
05527	Seminars/Training/Workshops	3,000.00			3,000.00	697.98	0.00	2,302.02	23.27%
05711	Travel Lodg Airf Mil	3,000.00	1,000.00		4,000.00	1,867.54	0.00	2,132.46	46.69%
05810	Property and Equipment	3,500.00	8,000.00		11,500.00	702.97	0.00	10,797.03	6.11%
06440	Grant Expense	<u>10,000.00</u>	<u>0.00</u>	(5,000.00)	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00%</u>
Balance 00010 - Grants and Special Projects		<u>235,652.00</u>	<u>11,300.00</u>	(15,000.00)	<u>231,952.00</u>	<u>95,596.60</u>	(233.95)	<u>136,589.35</u>	<u>41.11%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00012 - Human Resources*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	67,864.00			67,864.00	32,265.60	0.00	35,598.40	47.54%
05111	FICA/Medicare Taxes	5,192.00			5,192.00	2,434.74	0.00	2,757.26	46.89%
05112	T.W.C. Payroll Taxes	260.00			260.00	9.00	0.00	251.00	3.46%
05113	Health Insurance Premiums	8,800.00			8,800.00	3,995.16	0.00	4,804.84	45.40%
05114	Workers Compensation Insurance	144.00			144.00	40.00	0.00	104.00	27.78%
05115	Deferred Compensation Benefits	4,500.00			4,500.00	2,581.20	0.00	1,918.80	57.36%
05116	Life Insurance	250.00			250.00	113.18	0.00	136.82	45.27%
05117	Dental Insurance Expense	292.00			292.00	138.60	0.00	153.40	47.47%
05118	Vision Insurance Expense	63.00			63.00	27.00	0.00	36.00	42.86%
05119	Employee Assistance Program	5,100.00			5,100.00	5,063.89	0.00	36.11	99.29%
05201	Office Expense and Supplies	1,700.00			1,700.00	815.91	0.00	884.09	47.99%
05211	Postage	150.00			150.00	0.00	0.00	150.00	0.00%
05314	Telephone	750.00			750.00	443.85	(73.45)	379.60	49.39%
05411	Legal Fees	35,000.00			35,000.00	13,980.52	80.90	20,938.58	40.18%
05510	Property Insurance	50.00			50.00	25.00	0.00	25.00	50.00%
05511	Advertising/Drug Testing	15,000.00			15,000.00	5,129.38	0.00	9,870.62	34.20%
05516	Dues/Subscriptions	500.00			500.00	35.00	0.00	465.00	7.00%
05518	Liability Insurance	500.00			500.00	205.00	0.00	295.00	41.00%
05520	Service Contracts	15,000.00		(200.00)	14,800.00	0.00	0.00	14,800.00	0.00%
05521	Support Activities	3,000.00			3,000.00	920.71	0.00	2,079.29	30.69%
05526	Human Resources	14,000.00			14,000.00	2,750.00	0.00	11,250.00	19.64%
05527	Seminars/Training/Workshops	4,000.00	200.00		4,200.00	3,920.00	0.00	280.00	93.33%
05613	Equipment Repair & Maintenance	600.00			600.00	0.00	0.00	600.00	0.00%
05711	Travel Lodg Airf Mil	3,000.00	785.00		3,785.00	3,386.67	0.00	398.33	89.48%
05810	Property and Equipment	<u>1,200.00</u>		(785.00)	415.00	<u>0.00</u>	<u>0.00</u>	<u>415.00</u>	<u>0.00%</u>
	Balance 00012 - Human Resources	<u>186,915.00</u>	<u>985.00</u>	(985.00)	<u>186,915.00</u>	<u>78,280.41</u>	<u>7.45</u>	<u>108,627.14</u>	<u>41.88%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00013 - Mayor and City Council*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	65,022.00			65,022.00	29,961.50	0.00	35,060.50	46.08%
05111	FICA/Medicare Taxes	4,974.00			4,974.00	2,251.09	0.00	2,722.91	45.26%
05112	T.W.C. Payroll Taxes	1,560.00			1,560.00	21.29	0.00	1,538.71	1.36%
05113	Health Insurance Premiums	52,800.00			52,800.00	16,646.50	0.00	36,153.50	31.53%
05114	Workers Compensation Insurance	300.00			300.00	70.00	0.00	230.00	23.33%
05115	Deferred Compensation Benefits	1,000.00			1,000.00	240.00	0.00	760.00	24.00%
05116	Life Insurance	210.00			210.00	50.31	0.00	159.69	23.96%
05117	Dental Insurance Expense	1,752.00			1,752.00	554.45	0.00	1,197.55	31.65%
05118	Vision Insurance Expense	378.00			378.00	134.97	0.00	243.03	35.71%
05201	Office Expense and Supplies	5,700.00			5,700.00	2,908.84	0.00	2,791.16	51.03%
05213	Uniforms	3,000.00			3,000.00	1,774.00	0.00	1,226.00	59.13%
05314	Telephone	3,700.00			3,700.00	2,079.02	(308.28)	1,929.26	47.86%
05510	Property Insurance	240.00			240.00	135.00	0.00	105.00	56.25%
05516	Dues/Subscriptions	8,000.00			8,000.00	100.00	0.00	7,900.00	1.25%
05518	Liability Insurance	2,500.00			2,500.00	1,030.00	0.00	1,470.00	41.20%
05521	Support Activities	4,500.00			4,500.00	3,554.66	0.00	945.34	78.99%
05527	Seminars/Training/Workshops	9,000.00			9,000.00	1,705.00	0.00	7,295.00	18.94%
05610	Office Furniture	3,000.00	1,000.00		4,000.00	3,534.88	0.00	465.12	88.37%
05711	Travel Lodg Airf Mil	<u>15,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>10,206.87</u>	<u>0.00</u>	<u>4,793.13</u>	<u>68.05%</u>
Balance 00013 - Mayor and City Council		<u>182,636.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>183,636.00</u>	<u>76,958.38</u>	<u>(308.28)</u>	<u>106,985.90</u>	<u>41.74%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00014 - City Clerk*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	67,932.00			67,932.00	30,781.92	0.00	37,150.08	45.31%
05111	FICA/Medicare Taxes	5,197.00			5,197.00	2,322.44	0.00	2,874.56	44.69%
05112	T.W.C. Payroll Taxes	260.00			260.00	8.99	0.00	251.01	3.46%
05113	Health Insurance Premiums	8,800.00			8,800.00	3,995.16	0.00	4,804.84	45.40%
05114	Workers Compensation Insurance	288.00			288.00	40.00	0.00	248.00	13.89%
05115	Deferred Compensation Benefits	4,500.00	400.00		4,900.00	2,404.22	0.00	2,495.78	49.07%
05116	Life Insurance	150.00	75.00		225.00	103.07	0.00	121.93	45.81%
05117	Dental Insurance Expense	292.00			292.00	138.60	0.00	153.40	47.47%
05118	Vision Insurance Expense	63.00			63.00	27.00	0.00	36.00	42.86%
05201	Office Expense and Supplies	4,000.00			4,000.00	911.36	0.00	3,088.64	22.78%
05211	Postage	200.00			200.00	0.00	0.00	200.00	0.00%
05314	Telephone	600.00			600.00	264.44	(44.04)	379.60	36.73%
05411	Legal Fees	12,000.00			12,000.00	4,022.79	11.87	7,965.34	33.62%
05510	Property Insurance	100.00	30.00		130.00	55.00	0.00	75.00	42.31%
05511	Advertising/Drug Testing	20,000.00			20,000.00	7,504.32	0.00	12,495.68	37.52%
05515	County Elections	500.00			500.00	0.00	0.00	500.00	0.00%
05516	Dues/Subscriptions	200.00	500.00		700.00	550.00	0.00	150.00	78.57%
05518	Liability Insurance	500.00			500.00	225.00	0.00	275.00	45.00%
05520	Service Contracts	10,000.00			10,000.00	1,458.93	535.25	8,005.82	19.94%
05527	Seminars/Training/Workshops	1,000.00			1,000.00	500.00	0.00	500.00	50.00%
05711	Travel Lodg Airf Mil	2,000.00	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	849.95	0.00	1,150.05	42.50%
05810	Property and Equipment	<u>15,000.00</u>			<u>15,000.00</u>	<u>9,591.00</u>	<u>0.00</u>	5,409.00	63.94%
	Balance 00014 - City Clerk	<u>153,582.00</u>	<u>1,005.00</u>	<u>0.00</u>	<u>154,587.00</u>	<u>65,754.19</u>	<u>503.08</u>	<u>88,329.73</u>	42.86%



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

00015 - Finance Department

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	178,809.00		(25,000.00)	153,809.00	82,256.22	0.00	71,552.78	53.48%
05103	Overtime	3,000.00			3,000.00	1,211.73	0.00	1,788.27	40.39%
05111	FICA/Medicare Taxes	13,908.00			13,908.00	5,933.21	0.00	7,974.79	42.66%
05112	T.W.C. Payroll Taxes	780.00			780.00	27.01	0.00	752.99	3.46%
05113	Health Insurance Premiums	26,400.00			26,400.00	11,985.45	0.00	14,414.55	45.40%
05114	Workers Compensation Insurance	500.00			500.00	210.00	0.00	290.00	42.00%
05115	Deferred Compensation Benefits	13,500.00			13,500.00	6,499.61	0.00	7,000.39	48.15%
05116	Life Insurance	400.00			400.00	177.26	0.00	222.74	44.32%
05117	Dental Insurance Expense	876.00			876.00	415.81	0.00	460.19	47.47%
05118	Vision Insurance Expense	189.00			189.00	80.89	0.00	108.11	42.80%
05201	Office Expense and Supplies	5,000.00			5,000.00	2,214.66	0.00	2,785.34	44.29%
05314	Telephone	570.00			570.00	264.44	(44.04)	349.60	38.67%
05411	Legal Fees	25,000.00			25,000.00	9,082.68	(5,968.49)	21,885.81	12.46%
05510	Property Insurance	110.00			110.00	55.00	0.00	55.00	50.00%
05512	Audit Fees	55,000.00			55,000.00	10,687.38	39,312.62	5,000.00	90.91%
05513	Central Appraisal Fees	216,000.00			216,000.00	92,570.79	53,679.82	69,749.39	67.71%
05516	Dues/Subscriptions	10,000.00			10,000.00	7,599.88	0.00	2,400.12	76.00%
05517	Bank Charges	25,000.00			25,000.00	6,333.87	0.00	18,666.13	25.34%
05518	Liability Insurance	1,100.00			1,100.00	225.00	0.00	875.00	20.45%
05520	Service Contracts	7,000.00	70,000.00		77,000.00	1,000.00	0.00	76,000.00	1.30%
05522	Tax Collector Fees	13,150.00			13,150.00	13,134.75	0.00	15.25	99.88%
05527	Seminars/Training/Workshops	2,000.00			2,000.00	320.00	0.00	1,680.00	16.00%
05538	Late Charge	300.00	200.00		500.00	427.05	0.00	72.95	85.41%
05711	Travel Lodg Airf Mil	1,500.00			1,500.00	35.03	0.00	1,464.97	2.34%
05810	Property and Equipment	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00%</u>
	Balance 00015 - Finance Department	<u>602,592.00</u>	<u>70,200.00</u>	<u>(25,000.00)</u>	<u>647,792.00</u>	<u>252,747.72</u>	<u>86,979.91</u>	<u>308,064.37</u>	<u>52.44%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

*00016 - Recreation Centers*

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	228,813.00		(30,000.00)	198,813.00	100,554.18	0.00	98,258.82	50.58%
05103	Overtime	20,000.00			20,000.00	11,318.43	0.00	8,681.57	56.59%
05111	FICA/Medicare Taxes	20,182.00			20,182.00	8,442.68	0.00	11,739.32	41.83%
05112	T.W.C. Payroll Taxes	1,560.00			1,560.00	46.37	0.00	1,513.63	2.97%
05113	Health Insurance Premiums	48,000.00			48,000.00	23,970.96	0.00	24,029.04	49.94%
05114	Workers Compensation Insurance	720.00			720.00	70.00	0.00	650.00	9.72%
05115	Deferred Compensation Benefits	7,300.00			7,300.00	4,278.87	0.00	3,021.13	58.61%
05116	Life Insurance	340.00			340.00	294.50	0.00	45.50	86.62%
05117	Dental Insurance Expense	1,752.00			1,752.00	831.60	0.00	920.40	47.47%
05118	Vision Insurance Expense	378.00			378.00	189.00	0.00	189.00	50.00%
05201	Office Expense and Supplies	11,000.00			11,000.00	10,785.90	0.00	214.10	98.05%
05212	Tools and Supplies	700.00			700.00	627.02	0.00	72.98	89.57%
05213	Uniforms	2,500.00			2,500.00	2,058.92	0.00	441.08	82.36%
05311	Building & Property Maintenanace	10,000.00			10,000.00	9,278.22	0.00	721.78	92.78%
05313	Utilities	17,000.00			17,000.00	9,596.55	0.00	7,403.45	56.45%
05314	Telephone	38,000.00			38,000.00	25,014.34	(3,579.45)	16,565.11	56.41%
05411	Legal Fees	2,000.00			2,000.00	0.00	0.00	2,000.00	0.00%
05510	Property Insurance	6,200.00			6,200.00	3,115.00	0.00	3,085.00	50.24%
05511	Advertising/Drug Testing	16,000.00			16,000.00	6,264.95	0.00	9,735.05	39.16%
05516	Dues/Subscriptions	2,000.00			2,000.00	744.20	0.00	1,255.80	37.21%
05518	Liability Insurance	3,800.00			3,800.00	1,620.00	0.00	2,180.00	42.63%
05520	Service Contracts	50,000.00	100,000.00		150,000.00	64,866.64	0.00	85,133.36	43.24%
05521	Support Activities	21,000.00			21,000.00	16,827.25	0.00	4,172.75	80.13%
05523	Equipment Rental/Lease	11,000.00			11,000.00	2,334.85	0.00	8,665.15	21.23%
05527	Seminars/Training/Workshops	8,000.00	1,000.00		9,000.00	7,638.49	0.00	1,361.51	84.87%
05548	Events	80,000.00	15,000.00		95,000.00	45,429.16	0.00	49,570.84	47.82%
05612	Vehicle Repair & Maintenance	4,500.00			4,500.00	4,397.71	0.00	102.29	97.73%
05613	Equipment Repair & Maintenance	1,600.00			1,600.00	79.57	0.00	1,520.43	4.97%
05614	Vehicle Fuel	3,000.00			3,000.00	1,025.19	0.00	1,974.81	34.17%
05711	Travel Lodg Airf Mil	8,000.00	6,000.00		14,000.00	10,718.98	0.00	3,281.02	76.56%
05810	Property and Equipment	<u>15,000.00</u>	<u>2,000.00</u>		<u>17,000.00</u>	<u>16,347.89</u>	<u>0.00</u>	<u>652.11</u>	<u>96.16%</u>
	Balance 00016 - Recreation Centers	<u>640,345.00</u>	<u>124,000.00</u>	<u>(30,000.00)</u>	<u>734,345.00</u>	<u>388,767.42</u>	<u>(3,579.45)</u>	<u>349,157.03</u>	<u>52.45%</u>



City of Socorro  
FIRST BUDGET REVISION  
From 10/1/2023 to 2/8/2024

00025 - Information Technology

GL Code	GL Title	Budget	Increase	Decrease	Amended	Actual	Encumbrance	Available Budget	Expended %
05101	Salaries	108,756.00	11,000.00		119,756.00	59,664.75	0.00	60,091.25	49.82%
05103	Overtime	3,000.00			3,000.00	2,391.40	0.00	608.60	79.71%
05111	FICA/Medicare Taxes	9,243.00			9,243.00	4,709.14	0.00	4,533.86	50.95%
05112	T.W.C. Payroll Taxes	520.00			520.00	23.58	0.00	496.42	4.53%
05113	Health Insurance Premiums	17,600.00			17,600.00	7,324.16	0.00	10,275.84	41.61%
05114	Workers Compensation Insurance	245.00			245.00	70.00	0.00	175.00	28.57%
05115	Deferred Compensation Benefits	5,800.00			5,800.00	3,438.12	0.00	2,361.88	59.28%
05116	Life Insurance	167.00			167.00	127.83	0.00	39.17	76.54%
05117	Dental Insurance Expense	584.00			584.00	231.00	0.00	353.00	39.55%
05118	Vision Insurance Expense	126.00			126.00	45.00	0.00	81.00	35.71%
05201	Office Expense and Supplies	15,000.00			15,000.00	12,265.11	0.00	2,734.89	81.77%
05212	Tools and Supplies	13,500.00			13,500.00	12,526.77	0.00	973.23	92.79%
05213	Uniforms	4,000.00			4,000.00	2,488.64	0.00	1,511.36	62.22%
05311	Building & Property Maintenan	100.00			100.00	0.00	0.00	100.00	0.00%
05314	Telephone	2,200.00			2,200.00	1,118.89	(228.09)	1,309.20	40.49%
05516	Dues/Subscriptions	100.00	5,000.00		5,100.00	2,623.06	0.00	2,476.94	51.43%
05520	Service Contracts	80,000.00	23,400.00		103,400.00	92,325.94	0.00	11,074.06	89.29%
05527	Seminars/Training/Workshops	11,000.00			11,000.00	5,358.96	0.00	5,641.04	48.72%
05612	Vehicle Repair & Maintenance	800.00	4,000.00		4,800.00	2,608.09	0.00	2,191.91	54.34%
05613	Equipment Repair & Maintenance	3,000.00			3,000.00	1,902.35	0.00	1,097.65	63.41%
05614	Vehicle Fuel	2,000.00			2,000.00	768.31	0.00	1,231.69	38.42%
05711	Travel Lodg Airf Mil	11,000.00		(5,000.00)	6,000.00	468.96	0.00	5,531.04	7.82%
05810	Property and Equipment	135,000.00		(30,000.00)	105,000.00	42,401.80	(2,414.96)	65,013.16	38.08%
	Balance 00025 - Information Technology	423,741.00	43,400.00	(35,000.00)	432,141.00	254,881.86	(2,643.05)	179,902.19	58.37%
	Grand Totals	13,919,222.00	692,990.00	(693,885.00)	15,230,450.00	5,949,641.45	318,967.24	7,516,041.90	41.16%



DEPARTMENT	GL CODE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT	EXPLANATION
<b>CITY MANAGER</b>	Salaries	0.00	-28,000.00	due to vacancy has now been filled
	Health Insurance	0.00	-15,000.00	due to vacancy has now been filled
	Office Expense Supplies	1,000.00	0.00	conference room and front area remodeling project
	Tools and Supplies	1,000.00	0.00	conference room and front area remodeling project
	Building & Property Maintenance	6,000.00	0.00	conference room and front area remodeling project
	Telephone	40,000.00	0.00	increase in fees
	Legal Fees	0.00	-6,000.00	Will not use this Fiscal Year
	Dues / Subscriptions	0.00	-2,000.00	Will not use this Fiscal Year
	Support Activities	8,000.00	0.00	adjustment due to farewells, funeral and employee appreciations
	Seminars /Training/ Workshops	6,000.00	0.00	adjustment needed travel RV National Designation
	Marketing Expenses	0.00	-2,500.00	Will not use this Fiscal Year
	Office Furniture	2,000.00	0.00	conference room and front area remodeling project
	Vehicle Fuel	0.00	-3,000.00	Will not use this Fiscal Year
	Travel Lodge Airf Mil	7,000.00	0.00	adjustment needed travel RV National Designation
	Property and Equipment	0.00	-10,000.00	adjustment needed to complete the year
		71,000.00	-66,500.00	TOTALS
<b>PUBLIC WORKS</b>	Salaries	0.00	-100,000.00	due to vacancies
	Health Insurance	0.00	-20,000.00	due to vacancies
	Deferred Compensation	18,000.00	0.00	increased participation
	Telephone	7,000.00	0.00	increased fees
	Legal Fees	0.00	-10,000.00	low utilization
	Liability Insurance	2,000.00	0.00	increase in fees
	Service Contracts	60,000.00	0.00	Ponding Areas
	Support Activities	2,000.00	0.00	employee appreciation activities
	Radio Communication and Mainte	0.00	-2,000.00	Will not use this Fiscal Year
	Vehicle Repair and Maintenance	20,000.00	0.00	services heavy equipment
	Property and Equipment	0.00	-60,000.00	Will not use this Fiscal Year
		109,000.00	-192,000.00	TOTALS
<b>FIRE AND AMBULANCE</b>	Building & Property Maintenance	2,500.00	0.00	repairs to building
	Utilities	5,000.00	0.00	addition of Poona
	Telephone	5,000.00	0.00	addition of Poona
	Service Contracts	61,250.00	0.00	budgeted in wrong code
	Health Ambulance Contract	0.00	-61,250.00	adjustment to correct code
		73,750.00	-61,250.00	TOTALS



<b>POLICE DEPARTMENT</b>	Salaries		<b>-150,000.00</b>	due to vacancies
	Deferred Compensation	<b>25,000.00</b>	<b>0.00</b>	increased participation
	Postage	<b>2,500.00</b>	<b>0.00</b>	high volume of notices being mailed out
	Tools and Supplies	<b>0.00</b>	<b>-28,150.00</b>	Will not use this Fiscal Year
	Building & Property Maintenance	<b>2,500.00</b>	<b>0.00</b>	repairs to building
	Telephone	<b>20,000.00</b>	<b>0.00</b>	increased fees
	Legal Fees	<b>10,000.00</b>	<b>0.00</b>	Civil Service Cases
	Dues / Subscriptions	<b>1,500.00</b>	<b>0.00</b>	added subscriptions
	Service Contracts	<b>20,000.00</b>	<b>0.00</b>	LEXIPOL Policy
	Support Activities	<b>4,000.00</b>	<b>0.00</b>	employee appreciation activities
	Equipment Rental/Lease	<b>4,500.00</b>	<b>0.00</b>	increased in fees
	Seminars /Training/ Workshops	<b>0.00</b>	<b>-10,000.00</b>	Will not use this Fiscal Year
	Property and Equipment	<b>0.00</b>	<b>-27,000.00</b>	Will not use this Fiscal Year
		<b>90,000.00</b>	<b>-215,150.00</b>	TOTALS
<b>MUNICIPAL COURT</b>	Telephone	<b>2,000.00</b>	<b>0.00</b>	increased fees
	Legal Fees	<b>17,000.00</b>	<b>0.00</b>	high volume of cases
		<b>19,000.00</b>	<b>0.00</b>	
<b>PLANNING &amp; ZONING</b>	Salaries	<b>0.00</b>	<b>-42,000.00</b>	due to vacancies
	Health Insurance	<b>0.00</b>	<b>-5,000.00</b>	due to vacancies
	Life Insurance	<b>500.00</b>	<b>0.00</b>	adjustment needed to complete the FY
	Dental Insurance Expense	<b>600.00</b>	<b>0.00</b>	adjustment needed to complete the FY
	Vision Insurance	<b>50.00</b>	<b>0.00</b>	adjustment needed to complete the FY
	Building & Property Maintenance	<b>1,500.00</b>	<b>0.00</b>	repairs to building
	Legal Fees	<b>12,000.00</b>	<b>0.00</b>	reviews have increased
	Property Insurance	<b>200.00</b>	<b>0.00</b>	adjustment need to complete FY
	Advertising / Drug Testing	<b>5,000.00</b>	<b>0.00</b>	Increase in advertising
	Dues / Subscriptions	<b>1,500.00</b>	<b>0.00</b>	increased in fees
	Service Contracts	<b>50,000.00</b>	<b>0.00</b>	Comprehensive Plan
	Equipment Rental/Lease	<b>2,000.00</b>	<b>0.00</b>	increased fees
	Travel Lodge Airf Mil	<b>5,000.00</b>	<b>0.00</b>	training opportunities
	Property and Equipment	<b>0.00</b>	<b>-6,000.00</b>	Will not use this Fiscal Year
		<b>78,350.00</b>	<b>-53,000.00</b>	TOTALS
<b>GRANTS &amp; SPECIAL PROJ.</b>	Salaries	<b>0.00</b>	<b>-10,000.00</b>	due to vacancy has now been filled
	Deferred Compensation	<b>1,500.00</b>	<b>0.00</b>	increased participation
	Telephone	<b>800.00</b>	<b>0.00</b>	increased fees
	Travel Lodge Airf Mil	<b>1,000.00</b>	<b>0.00</b>	training opportunities
	Property and Equipment	<b>8,000.00</b>	<b>0.00</b>	replacement of A/C
	Grant Expense	<b>0.00</b>	<b>-5,000.00</b>	Will not use this Fiscal Year
		<b>11,300.00</b>	<b>-15,000.00</b>	TOTALS
<b>HUMAN RESOURCES</b>	Service Contracts	<b>0.00</b>	<b>-200.00</b>	Will not use this Fiscal Year



	Seminars /Training/ Workshops	200.00	0.00	adjustment needed to complete FY
	Travel Lodge Airf Mil	785.00	0.00	adjustment needed to complete FY
	Property and Equipment	0.00	-785.00	Will not use this Fiscal Year
		985.00	-985.00	
<b>MAYOR &amp; CITY COUNCIL</b>	Office Furniture	1,000.00	0.00	Extra seating added for staff
		0.00	0.00	
		1,000.00	0.00	
<b>CITY CLERK</b>	Deferred Compensation	400.00	0.00	increased participation
	Life Insurance	75.00	0.00	adjustment needed to complete FY
	Property Insurance	30.00	0.00	adjustment needed to complete FY
	Dues / Subscriptions	500.00	0.00	adjustment needed to complete FY
		1,005.00	0.00	
<b>FINANCE</b>	Salaries	0.00	-25,000.00	due to vacancy
	Service Contracts	70,000.00	0.00	CPA services needed
	Late Charges	200.00	0.00	
		70,200.00	-25,000.00	TOTALS
<b>RECREATION CENTERS</b>	Salaries	0.00	-30,000.00	due to vacancies
	Service Contracts	100,000.00	0.00	added events
	Seminars /Training/ Workshops	1,000.00	0.00	adjustment needed travel RV National Designation
	Events	15,000.00	0.00	added events
	Travel Lodge Airfare	6,000.00	0.00	adjustment needed travel RV National Designation
	Property and Equipment	2,000.00	0.00	adjustment needed travel RV National Designation
		124,000.00	-30,000.00	
<b>INFORMATION TECH</b>	Salaries	11,000.00	0.00	increased salary due performance evaluation
	Dues / Subscriptions	5,000.00	0.00	increased fees
	Service Contracts	23,400.00	0.00	temporary assistance
	Vehicle Repair and Maintenance	4,000.00	0.00	repairs needed on vehicle
	Travel Lodge Airf Mil	0.00	-5,000.00	Will not use this Fiscal Year
	Property and Equipment	0.00	-30,000.00	Will not use this Fiscal Year
		43,400.00	-35,000.00	TOTALS
		692,990.00	-693,885.00	Decrease \$895.00





## CITY OF SOCORRO CITY COUNCIL MEETING

**MEETING DATE: JUNE 6, 2024**

### CONDITIONAL USE PERMIT REQUEST STAFF REPORT

**SUBJECT:**

**INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE PROPOSED CONDITIONAL USE PERMIT TO ALLOW FOR A MECHANIC SHOP IN A C-2 (GENERAL COMMERCIAL) ZONING DISTRICT ON LOTS 6-8, BLOCK 3, ALGODON SUBDIVISION, LOCATED AT 10109 SOCORRO ROAD, SOCORRO, TX.**

**NAME:** 10109 SOCORRO RD.

**PROPERTY ADDRESS:** 10109 SOCORRO RD.

**PROPERTY LEGAL DESCRIPTION:** LOT 6-8, BLOCK 3, ALGODON SUBDIVISION

**PROPERTY OWNER:** OSCAR GAYTAN

**REPRESENTATIVE:** OSCAR GAYTAN

**PROPERTY AREA:** 20,663 S.F.

**CURRENT ZONING:** C-2 (GENERAL COMMERCIAL)

**CURRENT LAND USE:** COMMERCIAL

**FUTURE LAND USE:** COMMERCIAL

**PREVIOUS COUNCIL ACTION:** Conditional Use Permit for Tire Shop approved by City Council on December 20, 2021

**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 Conditional Use Permit to allow for a mechanic shop in a C-2 (General Commercial) zoning district.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Conditional Use Permit.

**P&Z RECOMMENDATION:** Commission voted for **APPROVAL** of the Conditional Use Permit. on May 21, 2024



**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 CONDITIONAL USE PERMIT TO ALLOW FOR A MECHANIC SHOP IN A C-2 (GENERAL COMMERCIAL) ZONING DISTRICT ON LOTS 6-8, BLOCK 3, ALGODON SUBDIVISION, LOCATED AT 10109 SOCORRO ROAD, SOCORRO, TX..**

**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, grants the conditional use permit to allow a mechanic shop in a C-2 (General Commercial) Zoning District on Lots 6-8, Block 3, Algodon Subdivision, located at 10109 Socorro Road City of Socorro, Texas

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

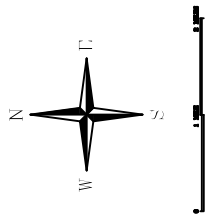
APPROVED AS TO FORM:

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

Introduction, First Hearing and Calling for Public Hearing: June 6, 2024  
Second Reading and Adoption:



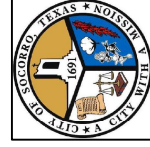
# LOCATION MAP



PROJECT SITE;  
10109 Socorro Rd.  
Lots 6-7-8, Block 3  
Algodon Subdivision



CITY OF SOCORRO



**LOCATION MAP**

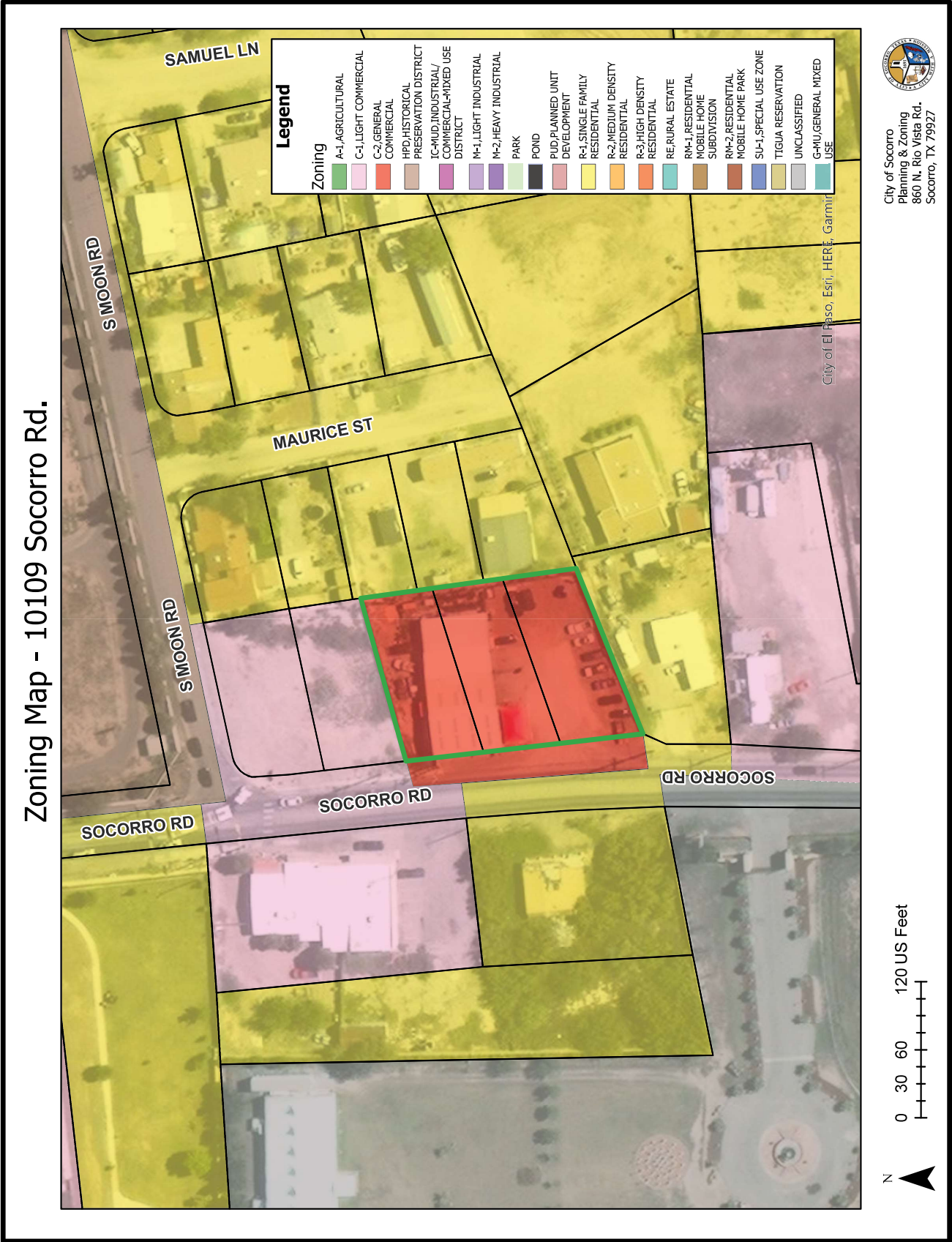
Scale: AS SHOWN

**Planning and Zoning Department**

860 N. Rio Vista Socorro, Texas 78727 Tel: (512) 872-4831 Fax: (512) 872-4678



# ZONING MAP





# SITE PICTURES

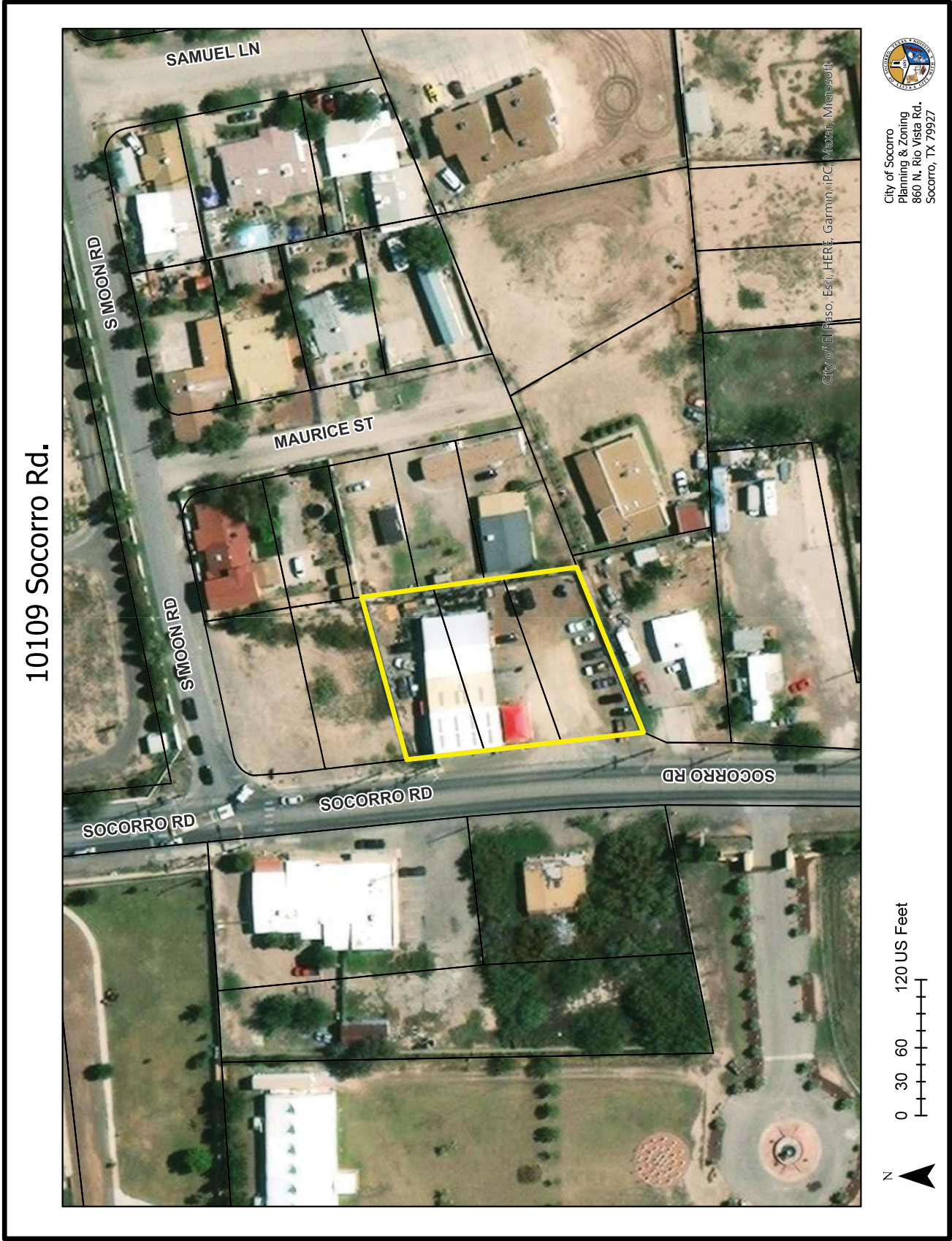


View of property from Socorro Rd.





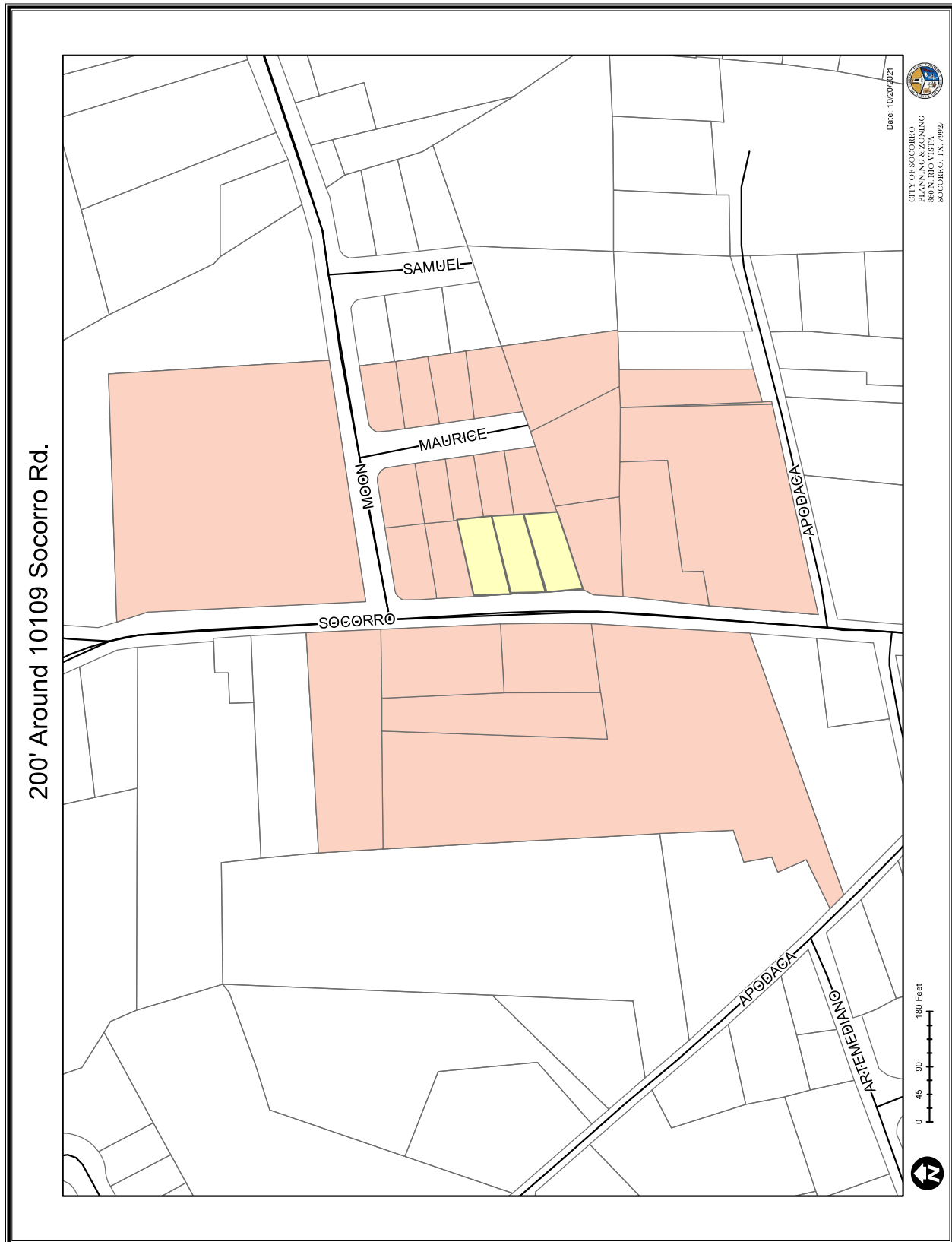
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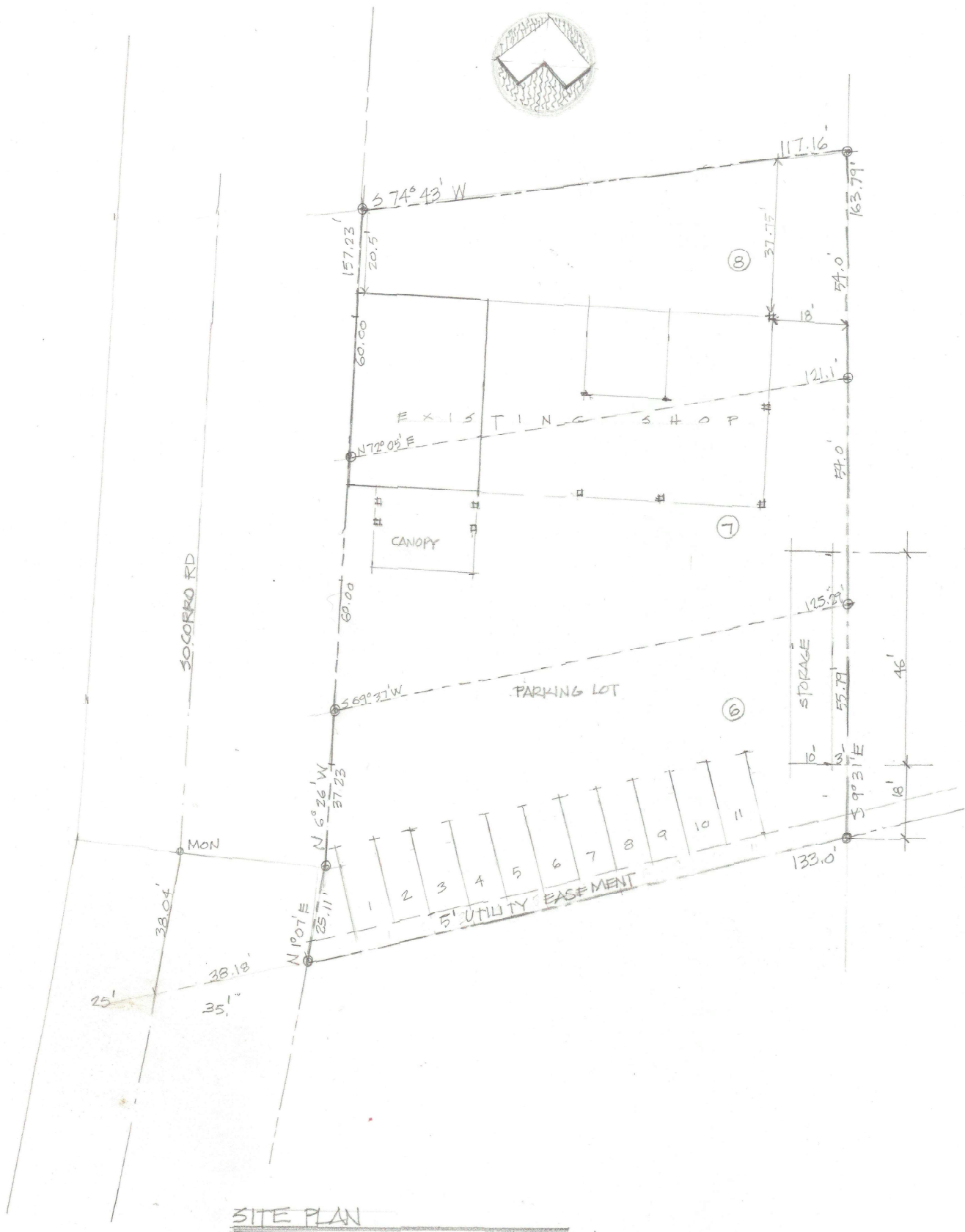
# PUBLIC NOTICE

- No correspondence received for the rezoning request.





# SITE PLAN



SITE PLAN

Scale: 1" = 20'





# CITY OF SOCORRO CITY COUNCIL MEETING

**MEETING DATE: JUNE 6, 2024**

## REPLAT APPLICATION STAFF REPORT

**SUBJECT:**

INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE REPLAT FOR FLOR DEL RIO REPLAT "B", BEING LOT 4 BLOCK 2, FLOR DEL RIO SUBDIVISION, SOCORRO, TX.

**NAME:**

FLOR DEL RIO REPLAT "B"

**PROPERTY ADDRESS:**

11700 FLOR PRECIOSA LN.

**PROPERTY LEGAL  
DESCRIPTION:**

LOT 4, BLOCK 2, FLOR DEL RIO SUBDIVISION, SOCORRO, TX.

**PROPERTY OWNER:**

EFREN GUTIERREZ

**REPRESENTATIVE:**

EFREN GUTIERREZ

**PROPERTY AREA:**

0.771 ACRES

**CURRENT ZONING:**

R-1 (SINGLE FAMILY RESIDENTIAL)

**CURRENT LAND USE:**

VACANT

**FUTURE LAND USE MAP:**

SINGLE FAMILY RESIDENTIAL

**FLOOD MAP:**

According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0300-B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:**

Request is for approval of a replat for Flor Del Rio Replat "B"

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of the replat for Flor Del Rio Replat "B"

**P&Z RECOMMENDATION:**

Commission voted for **APPROVAL** of the replat request on May 21, 2024.



**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 REPLAT FOR FLOR DEL RIO REPLAT “B”, BEING LOT 4, BLOCK 2, FLOR DEL RIO SUBDIVISION, SOCORRO, TX.**

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

That Flor Del Rio Replat “B”, Being Lot 4, Block 2, Flor Del Rio Subdivision, Socorro, Texas, has been granted replat 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

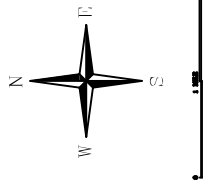
APPROVED AS TO FORM:

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

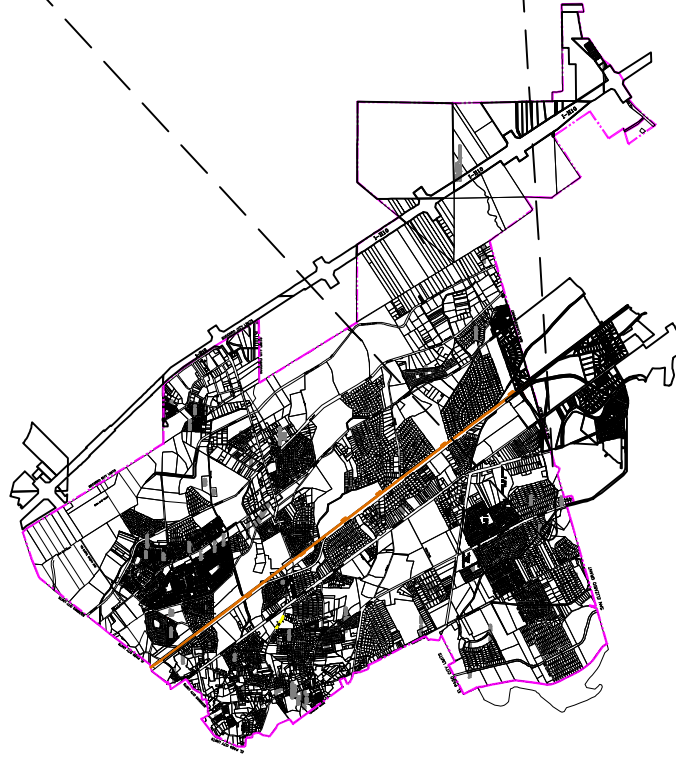
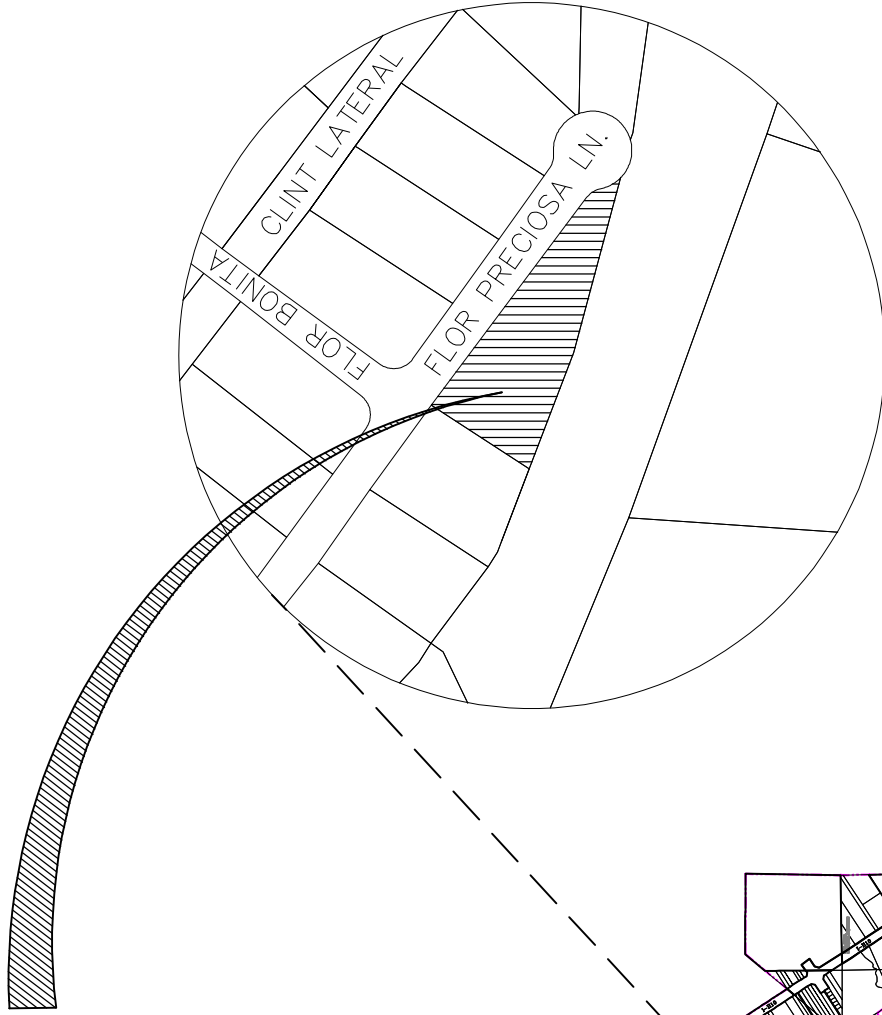
Introduction, First Reading and Calling for Public Hearing: June 6, 2024  
Public Hearing and Second Reading and Adoption:



# LOCATION MAP



PROJECT SITE;  
11700 Flor Preciosa  
Lot-4, Block-2  
Flor Del Rio



CITY OF SOCORRO

## LOCATION MAP

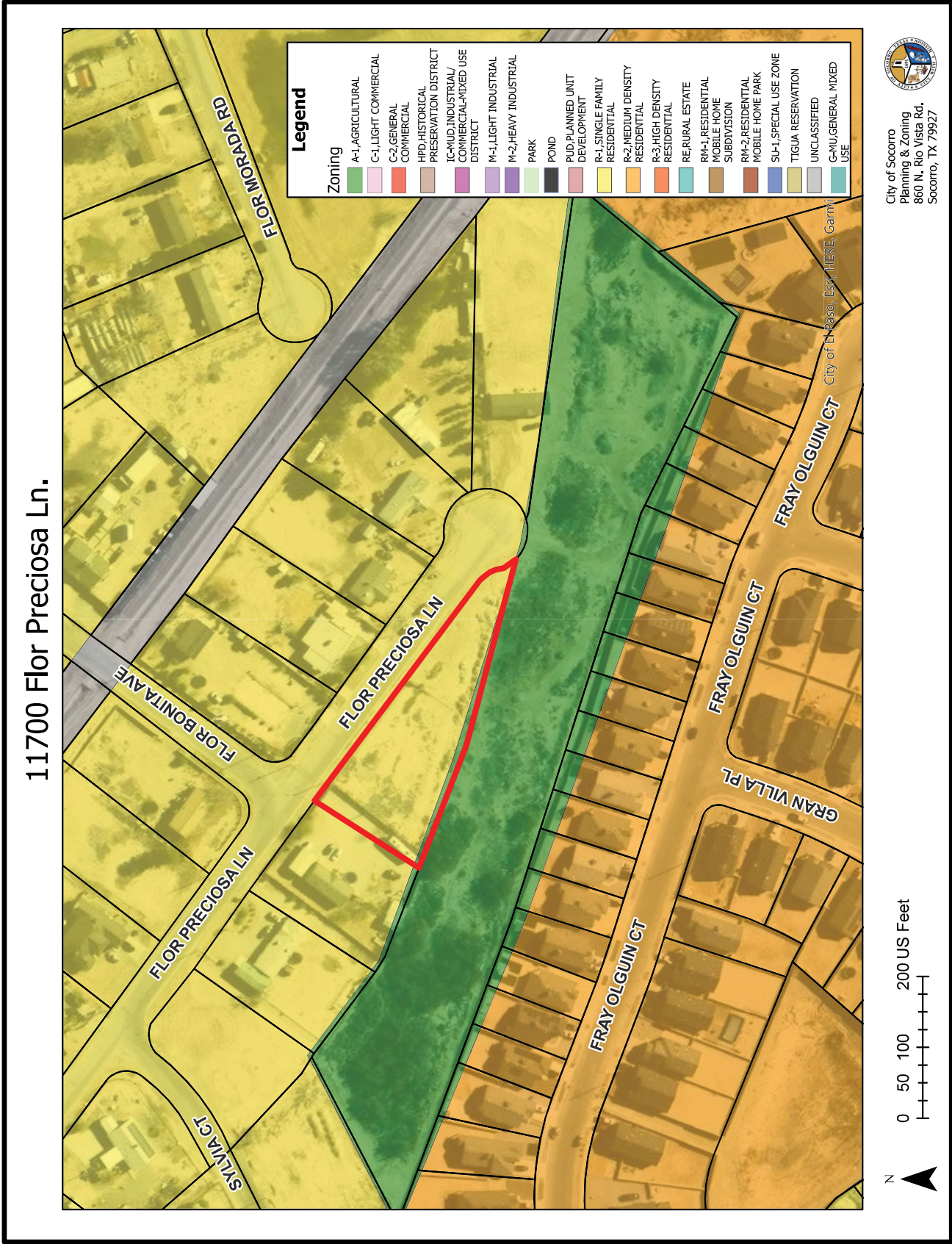
Scale: AS SHOWN

**Planning and Zoning Department**

860 N. Rio Vista, Socorro, Texas 79027 Tel: (915) 872-6331 Fax: (915) 872-6075



# ZONING MAP





# SITE PICTURES



View of property from Flor Preciosa Ln.





# AERIAL IMAGE

11700 Flor Preciosa Ln.



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



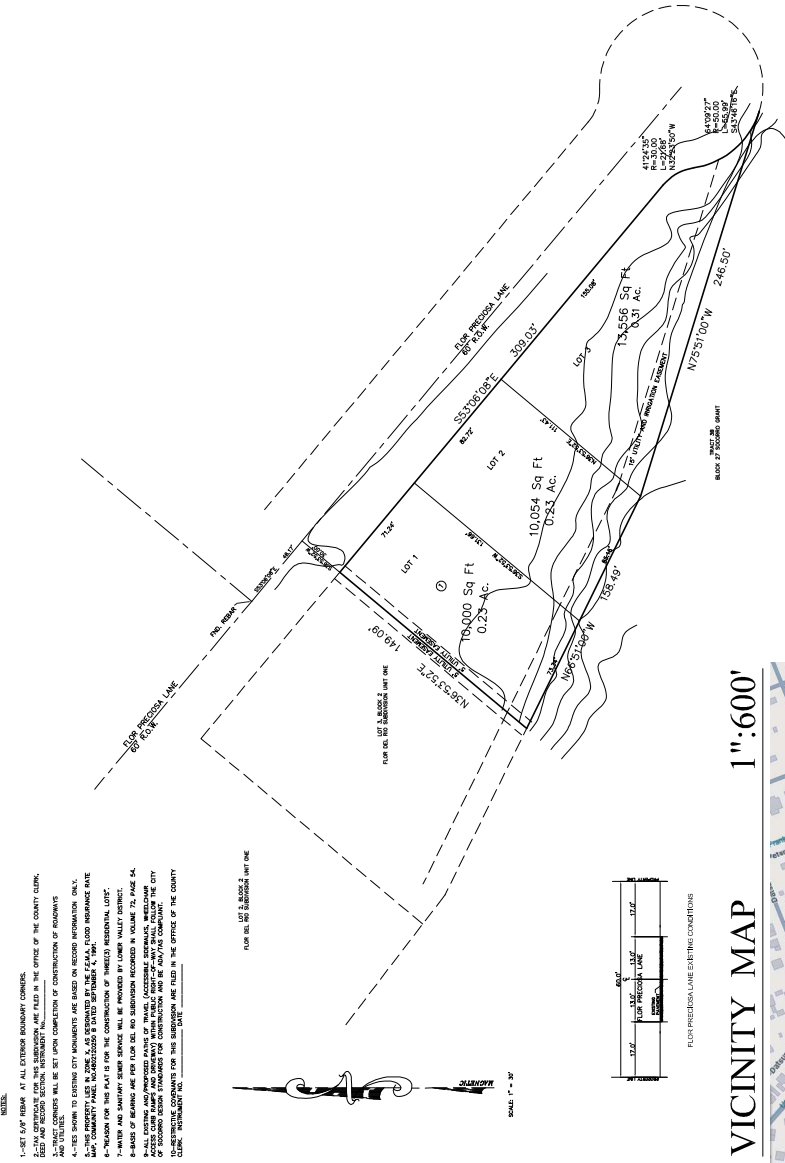
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# REPLAT (PRELIMINARY PLAT)

## FLOR DEL RIO SUBDIVISION UNIT ONE REPLAT "B"

BEING A REPLAT OF LOT 4, BLOCK 2,  
FLOR DEL RIO SUBDIVISION UNIT ONE,  
CITY OF SOCORRO, EL PASO COUNTY, TEXAS  
CONTAINING: 0.7715 ACS.



VICINITY MAP 1"=600'



- NOTES:
- 1-SET 5/8" PIPES AT ALL EXTERIOR BOUNDARY CORNERS.
  - 2-ALL EXTERIOR BOUNDARY CORNERS SHALL BE SET BY THE CITY ENGINEER.
  - 3-ALL EXTERIOR BOUNDARY CORNERS SHALL BE SET BY THE CITY ENGINEER.
  - 4-THIS SHOWN TO EXISTING CITY RECORDS ARE BASED ON RECORD INFORMATION ONLY.
  - 5-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.
  - 6-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.
  - 7-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.
  - 8-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.
  - 9-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.
  - 10-THIS PROPERTY LIES IN ZONE 5, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP.

FLOR DEL RIO SUBDIVISION UNIT ONE  
REPLAT "B"

FLOR DEL RIO SUBDIVISION UNIT ONE  
REPLAT "B"

OWNER	PREPARED BY	DATE
FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE
FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE
FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE	FLOR DEL RIO SUBDIVISION UNIT ONE



8855 PULVERBERG RD. INC.  
Crawford Engineering & Surveying  
8855 PULVERBERG RD. SUITE 200, ST. PAUL, MN 55126





# CITY OF SOCORRO CITY COUNCIL MEETING

**MEETING DATE: JUNE 6, 2024**

## **REZONING/VARIANCE REQUEST STAFF REPORT**

**SUBJECT:**

**INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE APPROVING THE PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF ALL OF TRACTS 1-D-1, 1-D-2, 4-A, 4-A-2-A, 4-B AND 5-A, BLOCK 6, SOCORRO GRANT, LOCATED SOUTHEAST OF INGLEWOOD DRIVE AND NEVAREZ ROAD, SOCORRO, TX, FROM A-1 (AGRICULTURAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) WITH A VARIANCE REQUEST TO ALLOW FOR AN IC-MUD ZONING DISTRICT LESS THAN THE REQUIRED 10 ACRES TO ALLOW FOR COMMERCIAL DEVELOPMENT.**

**NAME:** INGLEWOOD INDUSTRIAL

**PROPERTY ADDRESS:** SOUTH EAST CORNER OF INGLEWOOD DR & NEVAREZ RD.

**PROPERTY LEGAL DESCRIPTION:** TRACT 1-D-1, 1-D-2, 4-A, 4-A-2-A, 4-B, AND 5-A, BLOCK 6, SOCORRO GRANT

**PROPERTY OWNER:** R E FOUNDATION, LLC.

**REPRESENTATIVE:** LYNETTE NEVAREZ | T.R.E. & ASSOCIATES

**PROPERTY AREA:** 8.048 ACRES

**CURRENT ZONING:** A-1 (AGRICULTURAL)

**CURRENT LAND USE:** VACANT

**FUTURE LAND USE:** AGRICULTURAL LAND

**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 a rezoning of a property from A-1 to IC-MUD with a variance request to allow for an IC-MUD zoning district less than the required 10 acres to allow for the development of industrial/commercial buildings.

**STAFF RECOMMENDATION:** Staff recommends **DENIAL** of the rezoning request

**P&Z RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request with no access to Nevarez Rd.



**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 ALL OF TRACTS 1-D-1, 1-D-2, 4-A, 4-A-2-A, 4-B AND 5-A, BLOCK 6, SOCORRO GRANT, LOCATED SOUTHEAST OF INGLEWOOD DRIVE AND NEVAREZ ROAD, SOCORRO, TX, FROM A-1 (AGRICULTURAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) WITH A VARIANCE REQUEST TO ALLOW FOR AN IC-MUD ZONING DISTRICT LESS THAN THE REQUIRED 10 ACRES TO ALLOW FOR COMMERCIAL DEVELOPMENT.**

**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 all of Tracts 1-D-1, 1-D-2, 4-A, 4-A-2-A, 4-B and 5-A, Block 6, Socorro Grant, located southeast of Inglewood Drive and Nevarez Road, Socorro, Texas, from A-1 (Agricultural) to IC-MUD (industrial/commercial mixed-use developments) with a variance request to allow for an IC-MUD zoning district less than the required 10 acres to allow for commercial development.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

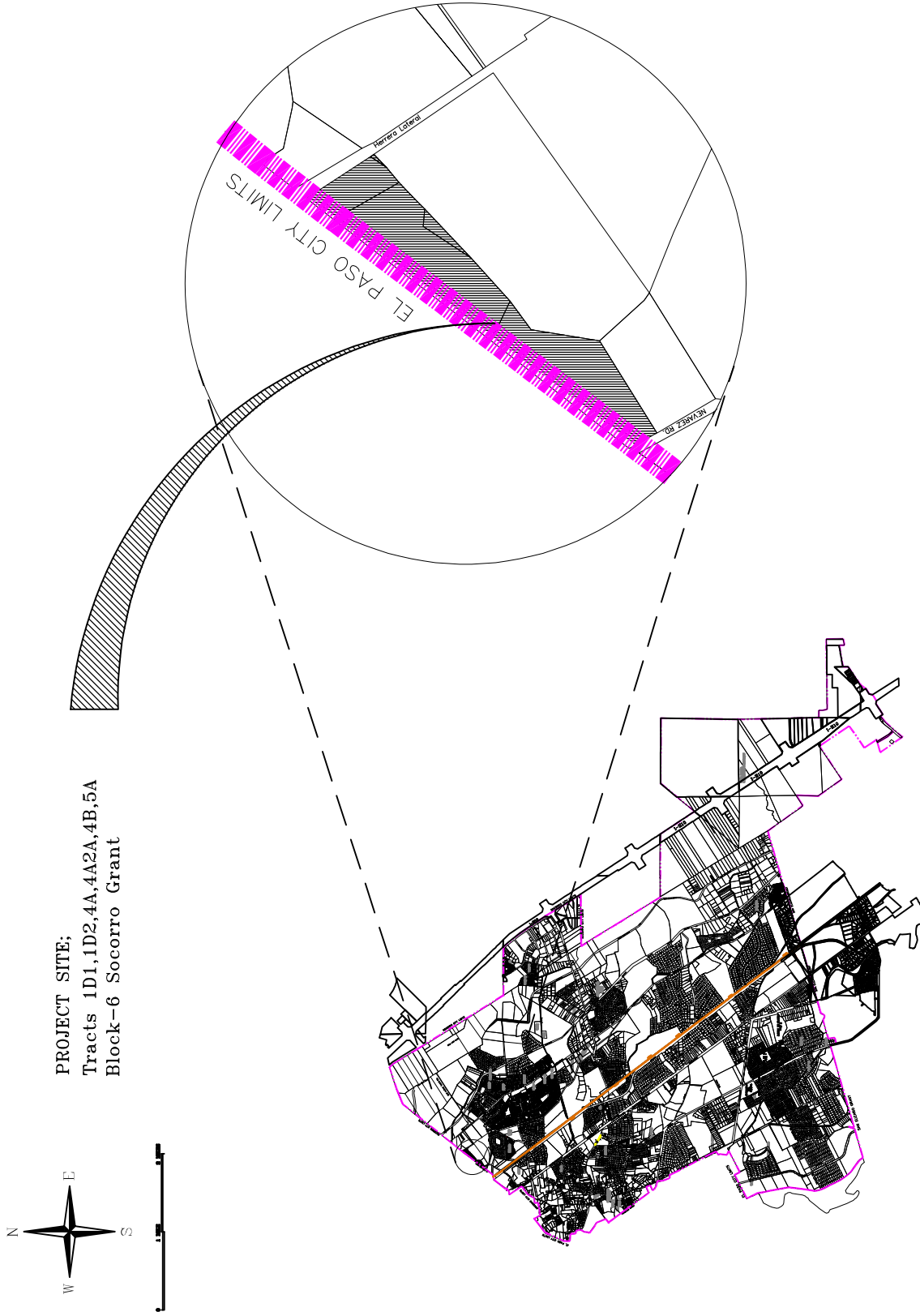
APPROVED AS TO FORM:

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

Introduction, First Reading and Calling for a Public Hearing: June 6, 2024



# LOCATION MAP



CITY OF SOCORRO

## LOCATION MAP

Scale: A5, SIIOWN

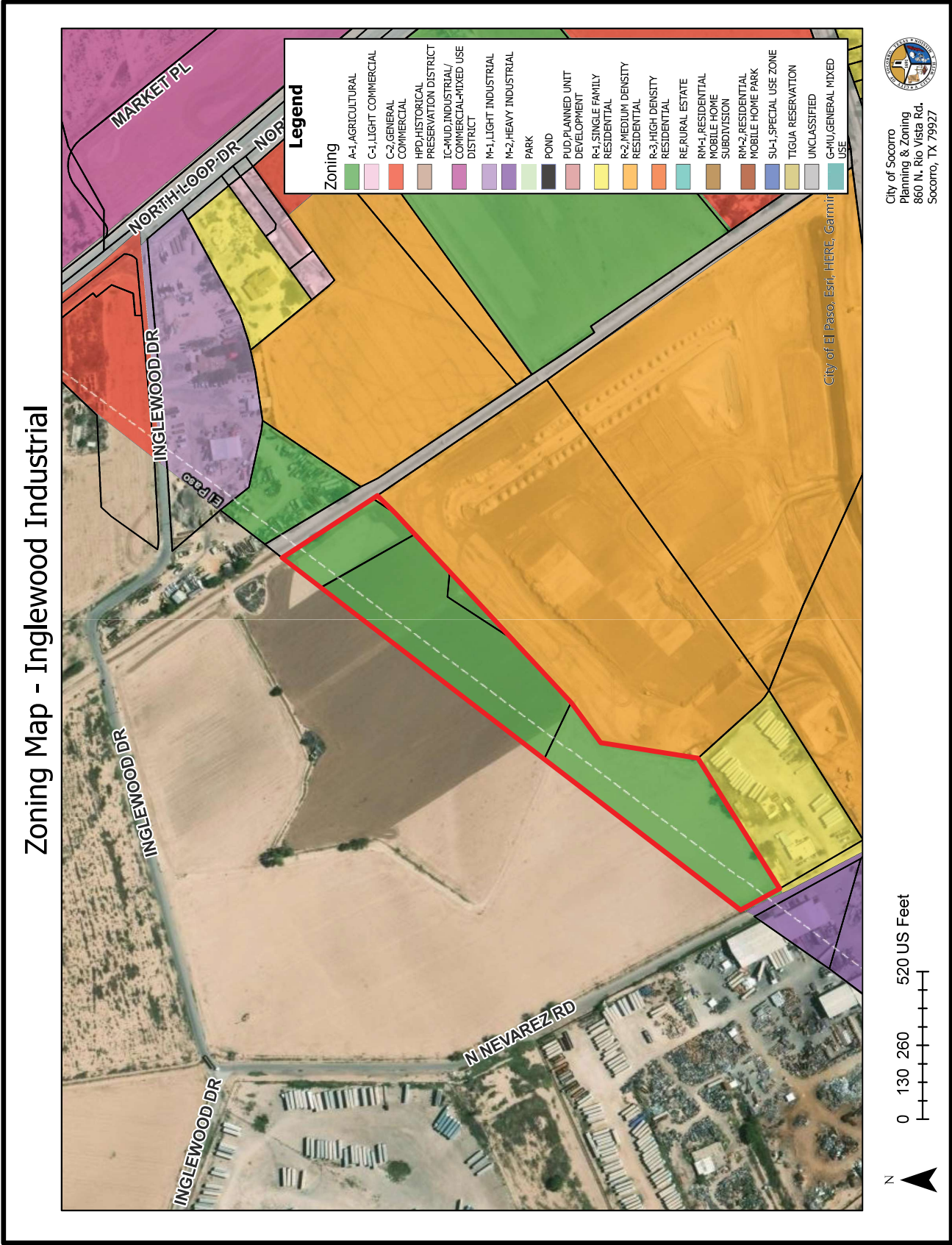
## Planning and Zoning Department

860 N. Rio Vista Socorro, Texas 79927  
Tel. (915) 872-8531 Fax (915) 872-8673



# ZONING MAP

Zoning Map - Inglewood Industrial





# SITE PICTURES

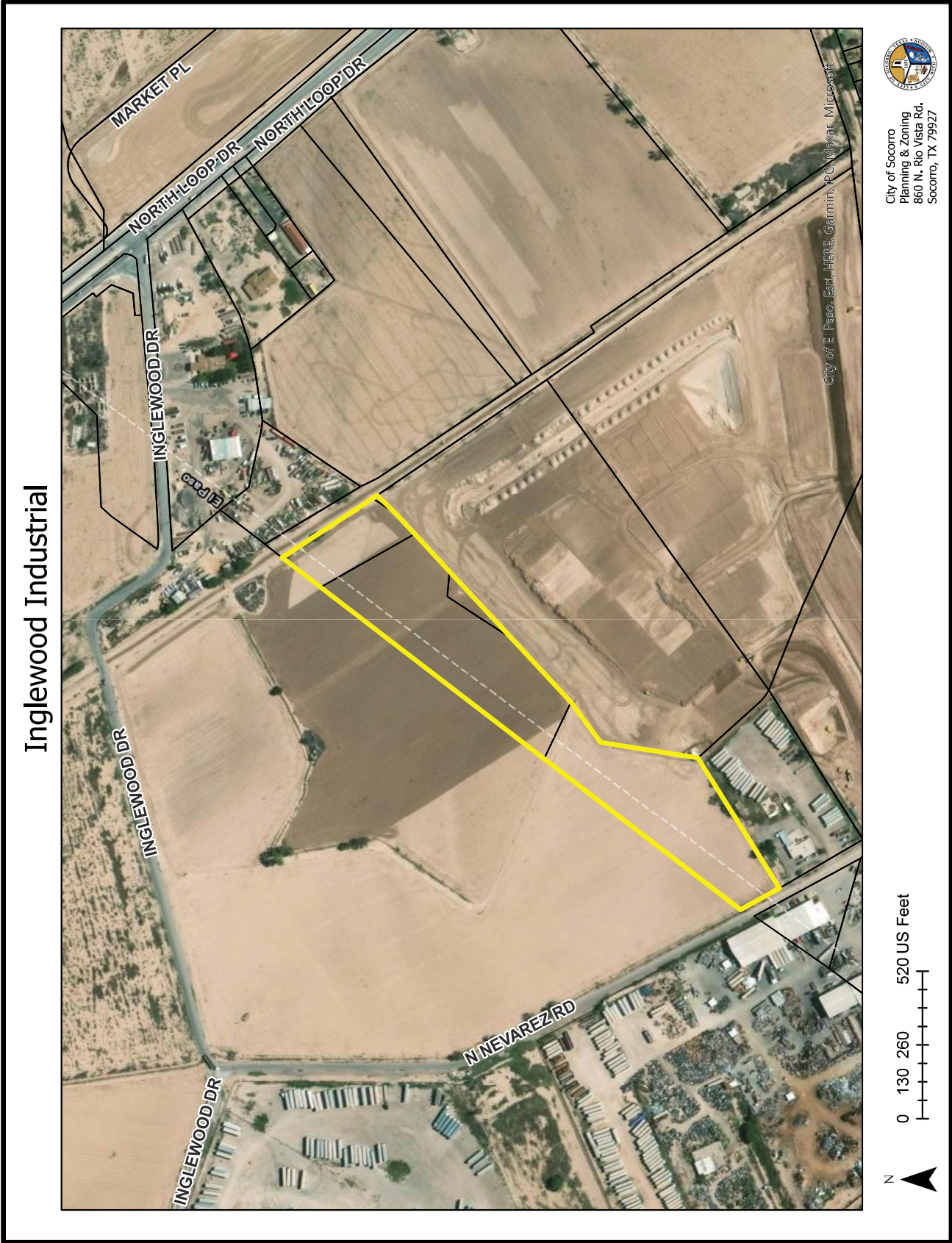


View of property from Nevarez Rd.





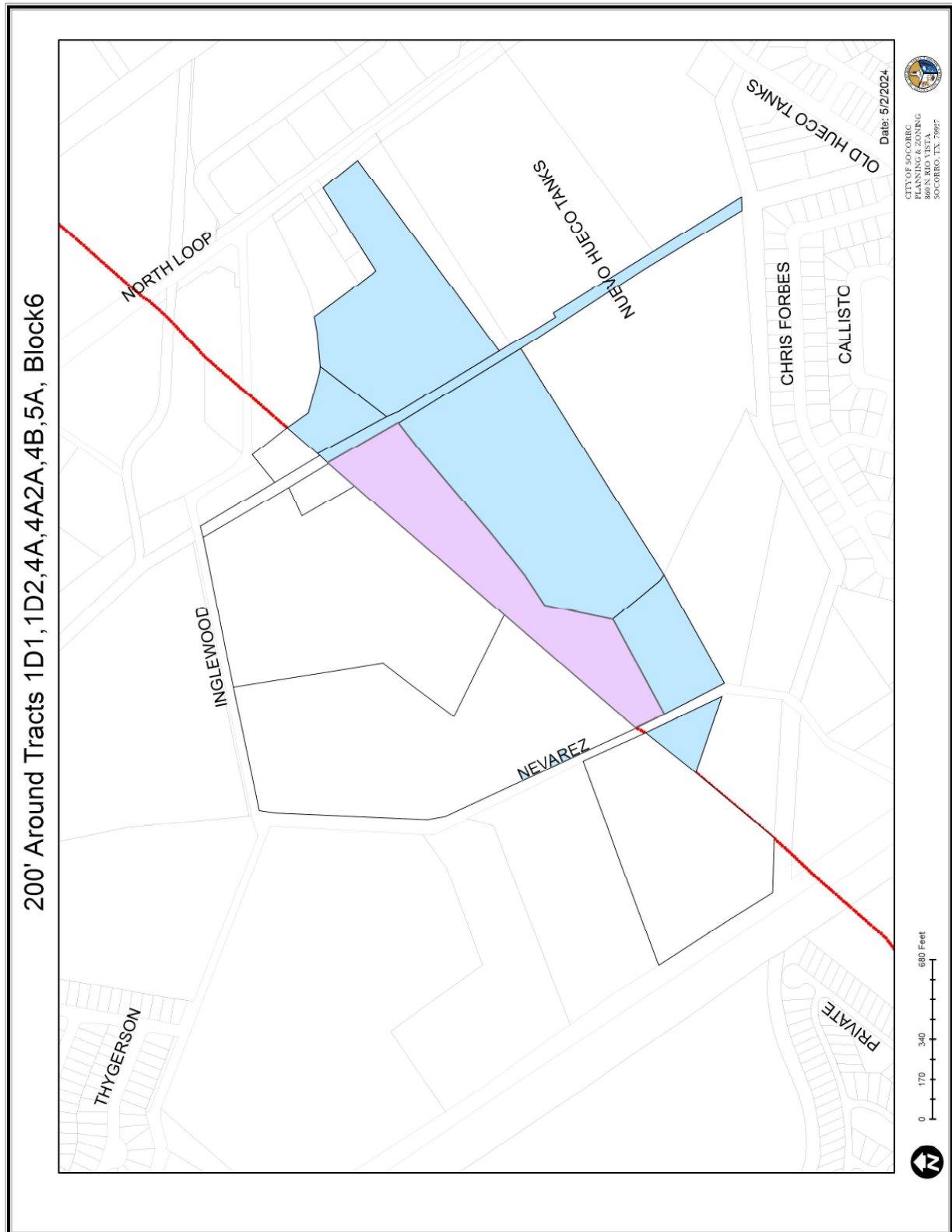
# AERIAL IMAGE





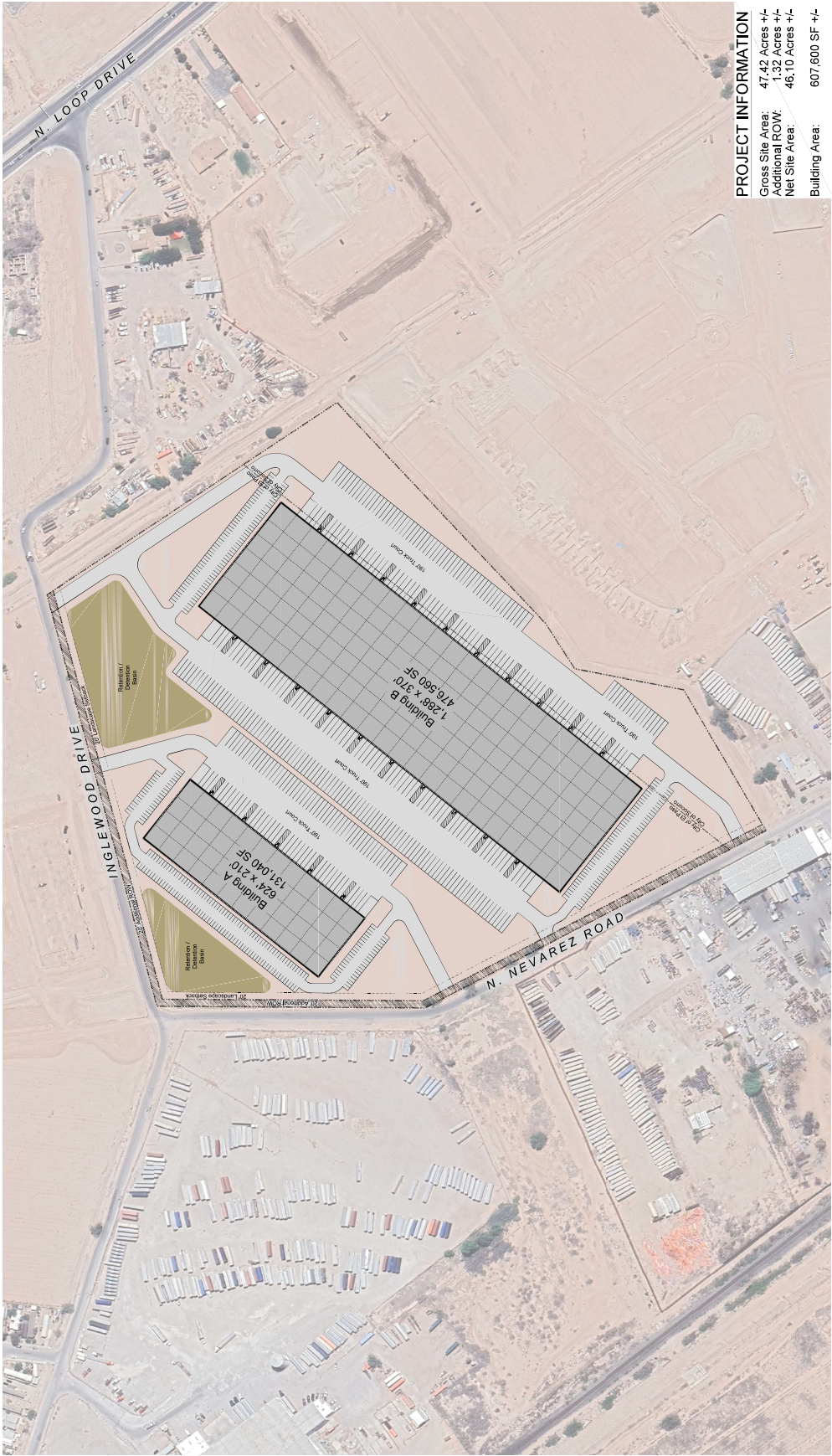
# PUBLIC NOTICE MAP

- No correspondence received for the rezoning request.



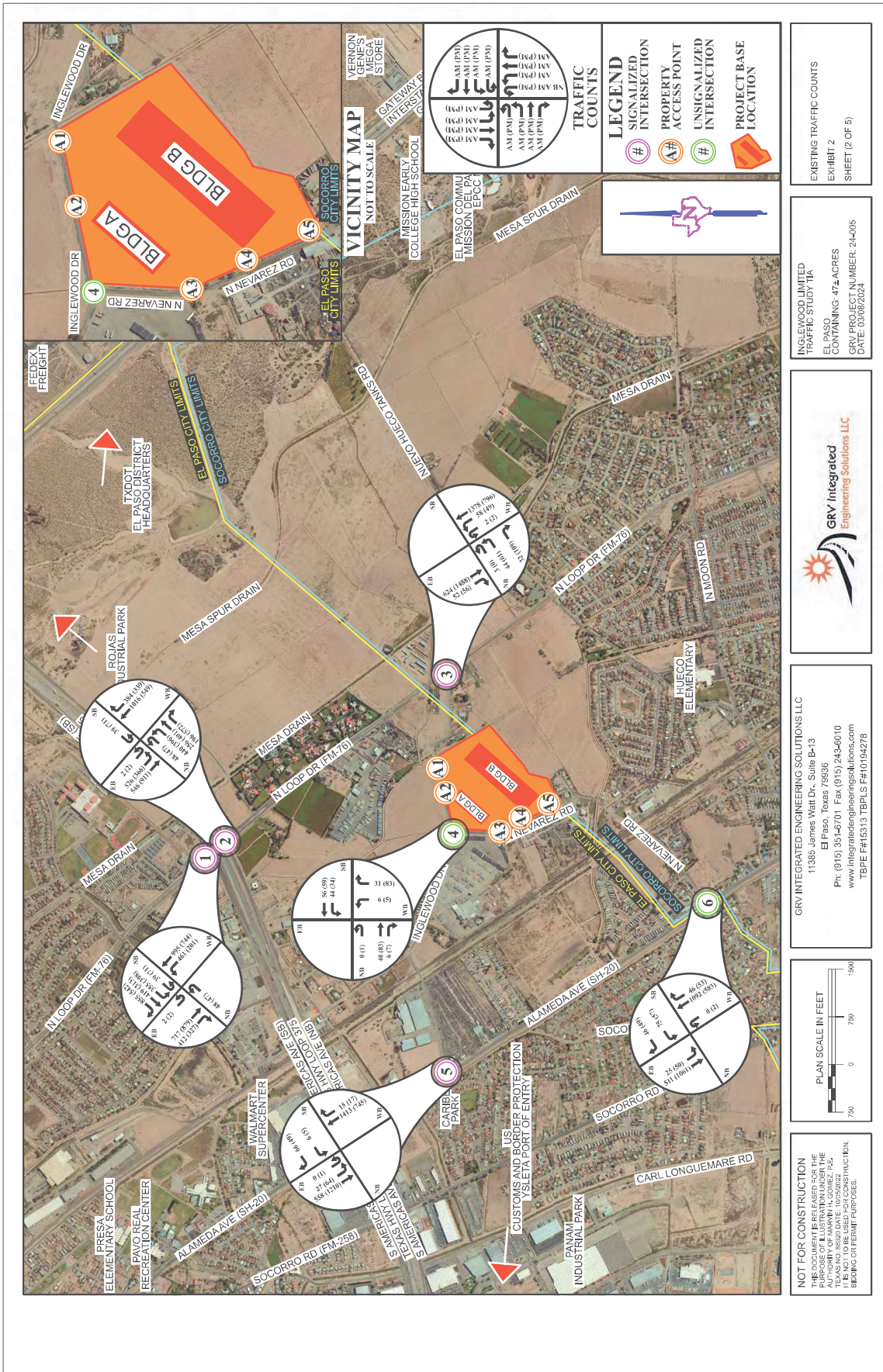


# DEVELOPMENT PLAN





# T.I.A. (SUMMARY - PAGE 1 OF 3)





# T.I.A. (SUMMARY - PAGE 2 OF 3)

GRV Integrated Engineering Solutions LLC

March 14, 2024

**Table 15** reflects intersection LOS for Existing, No Build, and Build AM/PM scenarios.

**Table 15 – Intersection LOS**

Intersection	Intersection LOS					
	Exist		No Build		Build	
	2024		2025		2025	
	AM	PM	AM	PM	AM	PM
1 Americas Ave SB & North Loop Dr	E	C	E	C	E	C
2 Americas Ave NB & North Loop Dr	C	C	C	C	C	C
3 Inglewood Dr & North Loop Dr	A	B	A	B	A	B
4 Inglewood Dr & Nevarez Rd	A	A	A	A	A	A
5 Inglewood Dr & Alameda Ave	B	C	B	C	B	C
6 Nevarez Rd & Alameda Ave	A	A	A	B	A	B
7 Access 1	-	-	-	-	A	A
8 Access 2	-	-	-	-	A	A
9 Access 3	-	-	-	-	A	A
10 Access 4	-	-	-	-	A	A
11 Access 5	-	-	-	-	A	A

**Tables 16a** thru **16d** reflect v/c ratios for 2025 No Build and Build AM/PM scenarios.

**Table 16a – 2025 No Build AM v/c Ratios**

Intersection	V/C Ratio - AM											
	No Build 2025											
	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
1 Americas Ave SB & North Loop Dr	-	0.390	0.610	0.780	0.830	-	-	-	-	0.460	1.140	1.050
2 Americas Ave NB & North Loop Dr	0.730	0.660	-	-	0.490	0.480	0.690	0.690	0.440	-	-	-
3 Inglewood Dr & North Loop Dr	-	0.260	0.050	0.110	0.530	-	0.460	-	0.220	-	-	-
4 Inglewood Dr & Nevarez Rd	-	-	-	-	0.040	-	-	-	-	0.030	-	-
5 Inglewood Dr & Alameda Ave	0.190	0.290	-	-	0.820	-	-	-	-	0.090	-	0.160
6 Nevarez Rd & Alameda Ave	0.050	-	-	-	-	-	-	-	-	0.940	-	0.130

**Table 16b – 2025 No Build PM v/c Ratios**

Intersection	V/C Ratio - PM											
	No Build 2025											
	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
1 Americas Ave SB & North Loop Dr	-	0.470	0.420	0.460	0.450	-	-	-	-	0.830	0.810	0.630
2 Americas Ave NB & North Loop Dr	0.840	0.790	-	-	0.420	0.610	0.380	0.380	0.950	-	-	-
3 Inglewood Dr & North Loop Dr	-	0.650	0.050	0.250	0.320	-	0.560	-	0.480	-	-	-
4 Inglewood Dr & Nevarez Rd	-	-	-	-	0.110	-	-	-	-	0.030	-	-
5 Inglewood Dr & Alameda Ave	0.240	0.730	-	-	0.580	-	-	-	-	0.070	-	0.090
6 Nevarez Rd & Alameda Ave	0.060	-	-	-	-	-	-	-	-	0.530	-	0.090



# T.I.A. (SUMMARY - PAGE 3 OF 3)

GRV Integrated Engineering Solutions LLC

March 14, 2024

## **Americas Ave NB/North Loop Dr**

Northbound movements in both the AM and PM Peaks have a LOS D with existing traffic and forecasted traffic, the level of service remains the same. It must be noted during the traffic counting and analysis Loop 375 and Americas Ave were under construction and the low LOS may be due to some of the resulting approaches to failure, or failure. As with the SB movements, other NB movements are favorable and, thus, it is the NB movements that are causing the intersection to remain with an LOS D.

## **Inglewood Dr/North Loop Dr**

Existing NB approaches to the intersection are approaching LOS D. The queuing traffic is not very long, but the single lane approach to the intersection may be the contributing factor as the intersection only has approximately 60 feet of two-lane capabilities to allow right turn traffic to queue alongside left turn traffic. Future forecasts keep the LOS at a D for the NB movement.

**Inglewood Dr/Nevarez Rd, Inglewood Dr/Alameda Ave, and five (5) proposed access points**  
All of these intersections and access points have a LOS A throughout the analysis.

## **Nevarez Rd/Alameda Ave**

This intersection is included within the existing and forecasted analysis as it is one of the three intersections that provides an inlet/outlet to and from the development area. Nevarez Rd has an existing SB movement that is at LOS F in the AM Peak and LOS E in the PM Peak. This is due to the queuing for the left turn movement into Alameda Ave. The traffic on Alameda Ave is heavy flowing in both directions at both peak hours and it is inevitable the wait for a safe left turn from Nevarez Rd would exist and only get worse LOS with natural and Build forecasted traffic numbers.

## **RECOMMENDATIONS**

### **Americas Ave SB and NB/North Loop Dr**

Both sides of the intersections going SB and NB need to be optimized to assist in creating favorable LOS in all movements and in the intersection as a whole. It is recommended the intersection be analyzed in its own analysis which is beyond the scope of this study.

### **Inglewood Dr/North Loop Dr**

To improve the NB left and right turn movement and queuing, it is recommended further analysis be done to analyze potential strategies to improve the NB queuing approach. Additionally, the intersection should be analyzed to study the option of optimizing the signal to provide more cycle timing and improved phase timing.

### **Nevarez Rd/Alameda Ave**

Nevarez Rd would need to be analyzed in a separate analysis to see what feasible strategies could be utilized at this intersection to improve the SB left turn LOS. The roadway and the intersection is not favorable for heavy freight truck traffic and it is not anticipated freight truck traffic from the development will be utilizing this intersection.





## CITY OF SOCORRO CITY COUNCIL MEETING

**MEETING DATE: JUNE 6, 2024**

### REZONING REQUEST STAFF REPORT

**SUBJECT:**

**INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE PUBLIC HEARING REQUEST FOR THE PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 11, BLOCK 15, FRIEDMAN ESTATES UNIT 2, LOCATED AT 367 HODAKA WAY, SOCORRO, TX FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR A DUPLEX.**

**NAME:** 367 HODAKA WAY REZONING

**PROPERTY ADDRESS:** 367 HODAKA WAY

**PROPERTY LEGAL DESCRIPTION:** LOT 11, BLOCK 15, FRIEDMAN ESTATES UNIT 2

**PROPERTY OWNER:** L.G.A Enterprise, LLC.

**REPRESENTATIVE:** Gabriel Gonzalez

**PROPERTY AREA:** 10,625 S.F.

**CURRENT ZONING:** R-1

**CURRENT LAND USE:** Vacant

**FUTURE LAND USE MAP:** Single Family Residential

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0300-B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request for **APPROVAL** of Rezoning of property from R-1 to R-2 to allow for a duplex.

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

**P&Z RECOMMENDATION:** Commission voted for **APPROVAL** of the rezoning request to allow for a duplex at their May 21, 2024 meeting.



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

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

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

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

**AN ORDINANCE APPROVING A REZONING OF ALL OF LOT 11, BLOCK 15, FRIEDMAN ESTATES UNIT 2, LOCATED AT 367 HODAKA WAY, SOCORRO, TX 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 11, Block 15, Friedman Estates Unit 2, located at 367 Hodaka Way, Socorro, TX 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

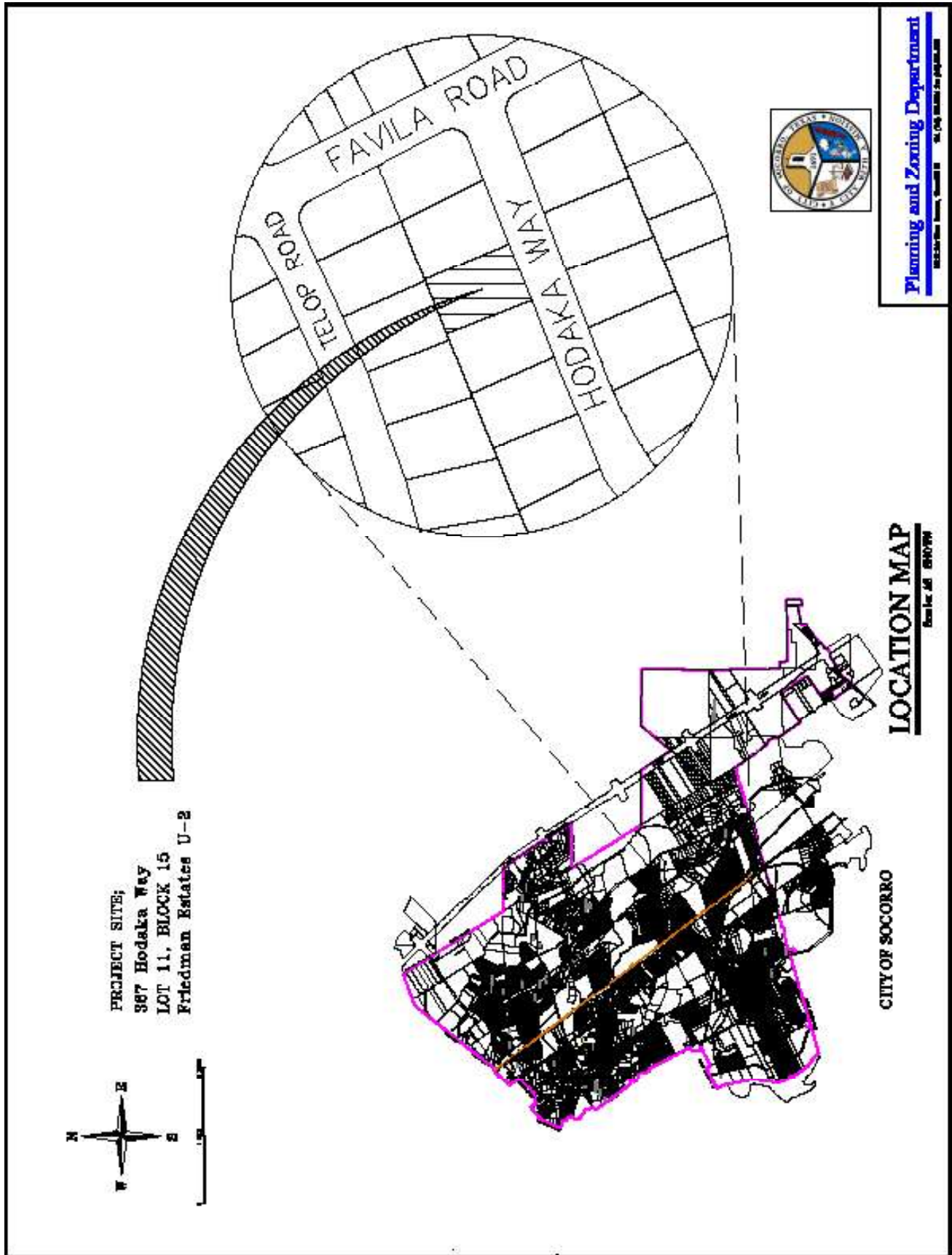
APPROVED AS TO FORM:

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

Introduction, First Reading and Calling for a Public Hearing: June 6, 2024  
Second Reading and Adoption:



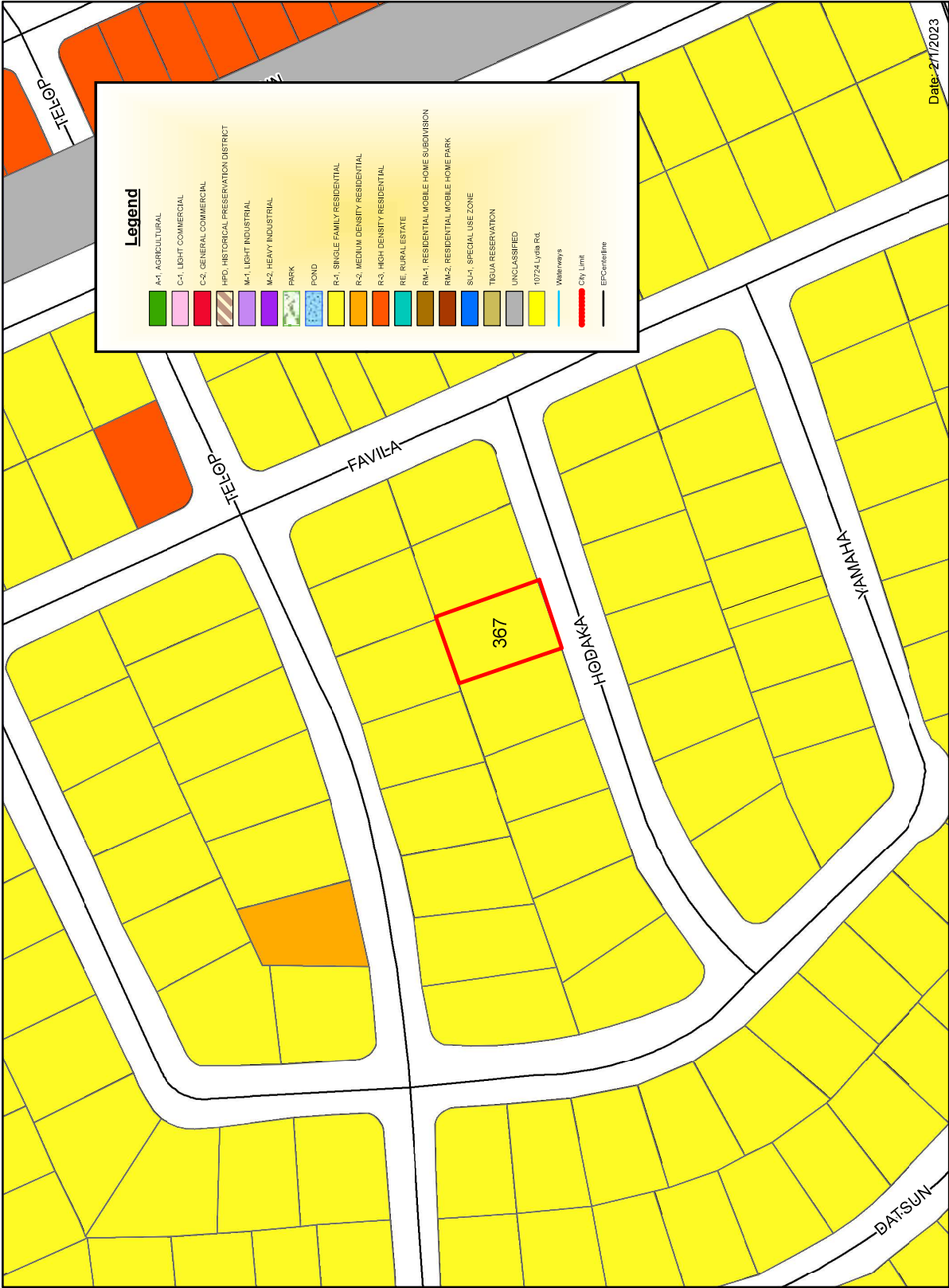
# LOCATION MAP



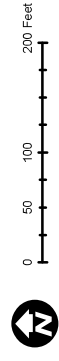


# ZONING MAP

Zoning Map - 367 Hodaka Way



Date: 2/1/2023





# SITE PICTURES



View of property from Hodaka Way.





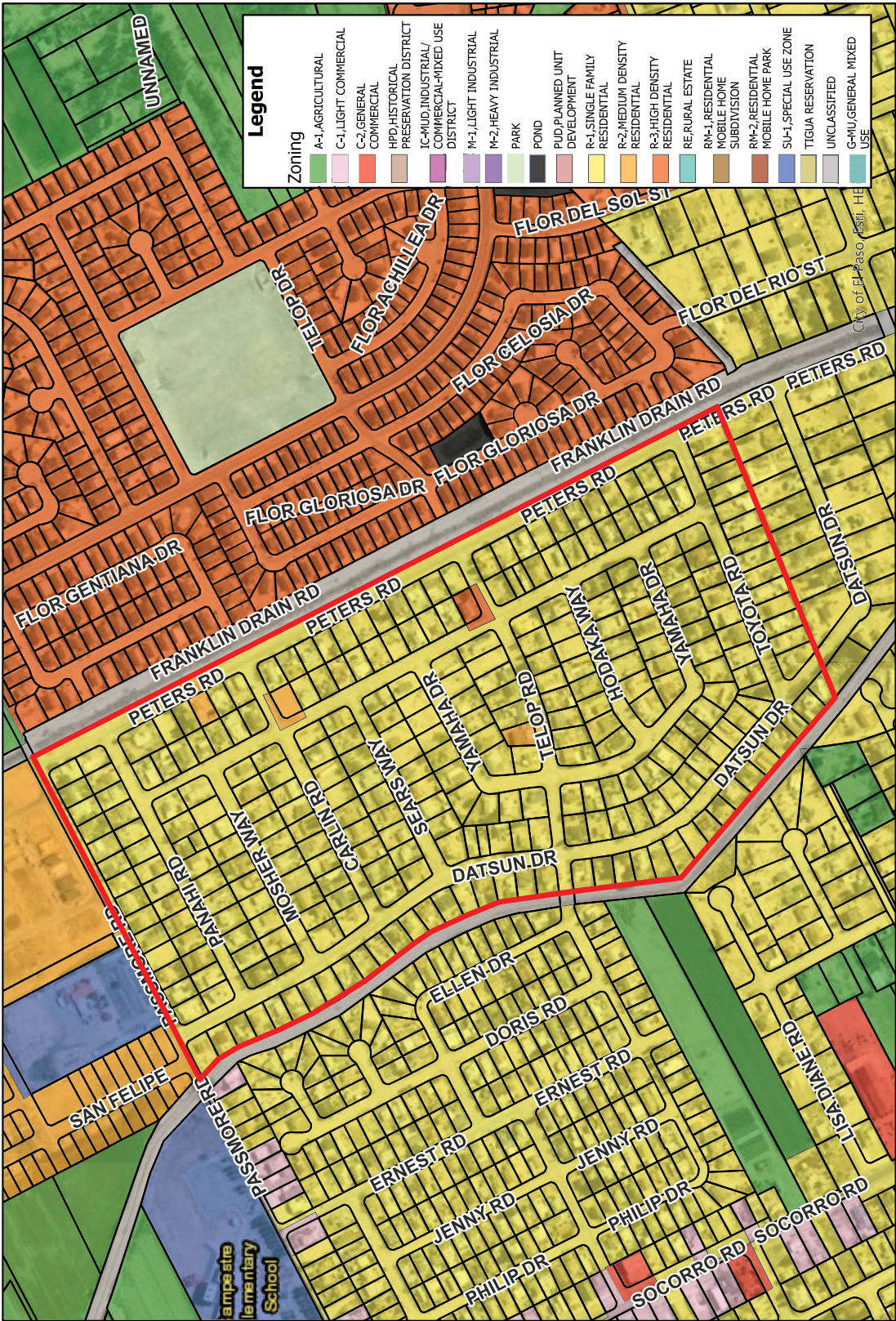
# AERIAL IMAGE





# SUBDIVISION ZONING MAP

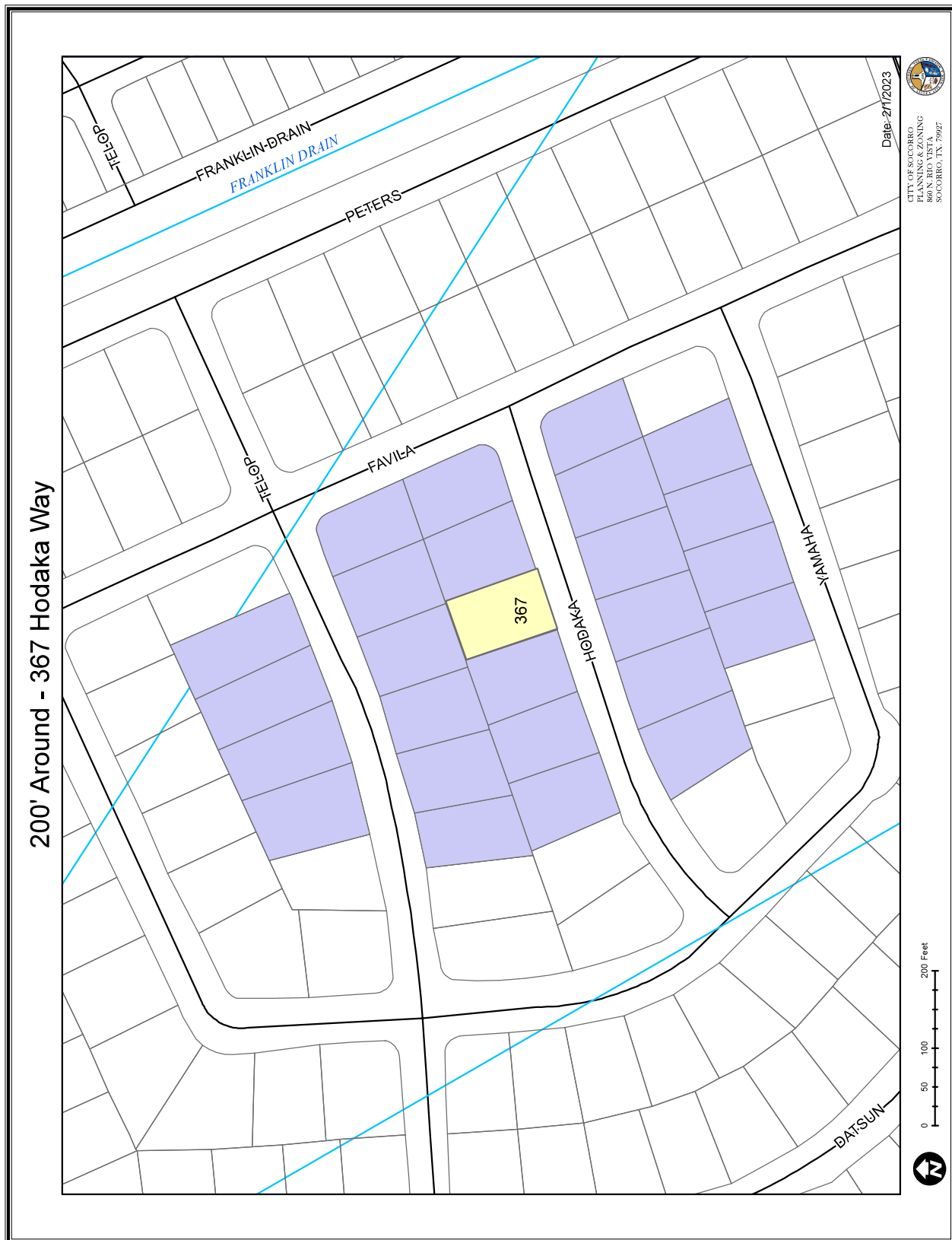
## FRIEDMAN ESTATES UNIT 2





# PUBLIC NOTICE MAP

- No correspondence received for the rezoning request.





# PUBLIC NOTICE LETTER

*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

May 6, 2024

Dear property owner,

You are hereby notified that a Planning and Zoning Commission meeting has been scheduled to hold a **PUBLIC HEARING** on May 21, 2024, at 5:30 p.m. **WILL BE BROADCASTED FROM CITY HALL CHAMBERS, 860 RIO VISTA RD., SOCORRO, TEXAS. YOU MAY ATTEND IN PERSON, VIA TELEPHONE CONFERENCE AND LIVE STREAMED.** 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 11, Block 15, Friedman Estates Unit 2 Subdivision, located at 367 Hodaka Way, Socorro, TX from R-1 (Single Family Residential) to R-2 (Medium Density Residential) to allow for two duplexes.

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 obligated 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 must call 844-854-2222 and use access code 579797 by 5:00 p.m. mountain standard time (MST) on May 21, 2024, 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*  
Planning & Zoning Commission Secretary



# PUBLIC NOTICE LETTER

*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

6 de mayo, 2024

Estimado dueño(a) de propiedad,

Se le notifica que habrá una **AUDIENCIA PUBLICA** durante la junta de la Comisión de Planeación y Zonificación el 21 de mayo del año 2024 a las 5:30 p.m. **TRANSMITIDO DESDE CÁMARAS DE AYUNTAMIENTO, 860 RIO VISTA RD., SOCORRO, TEXAS. USTED PODRA ATENDER A ESTA JUNTA EN PERSONA, ATRAVÉS DE LA CONFERENCIA TELEFÓNICA Y EN VIVO POR MEDIO VIRTUAL.** El propósito de la audiencia pública es para recibir comentarios u opiniones del público 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 11, Bloque 15, Subdivisión de la Unidad 2 de Friedman Estates, ubicado en 367 Hodaka Way, Socorro, TX de R-1 (Residencial Unifamiliar) a R-2 (Residencial de Densidad Media) para permitir dos 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 debe llamar al 844-854-2222 y usar el código de acceso 579797 antes de las 5:00 p.m. el 21 de mayo del año 2024 para unirse a la reunión e inscribirse para hablar durante la audiencia pública. El oficial que conducirá la reunión llamará a 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,

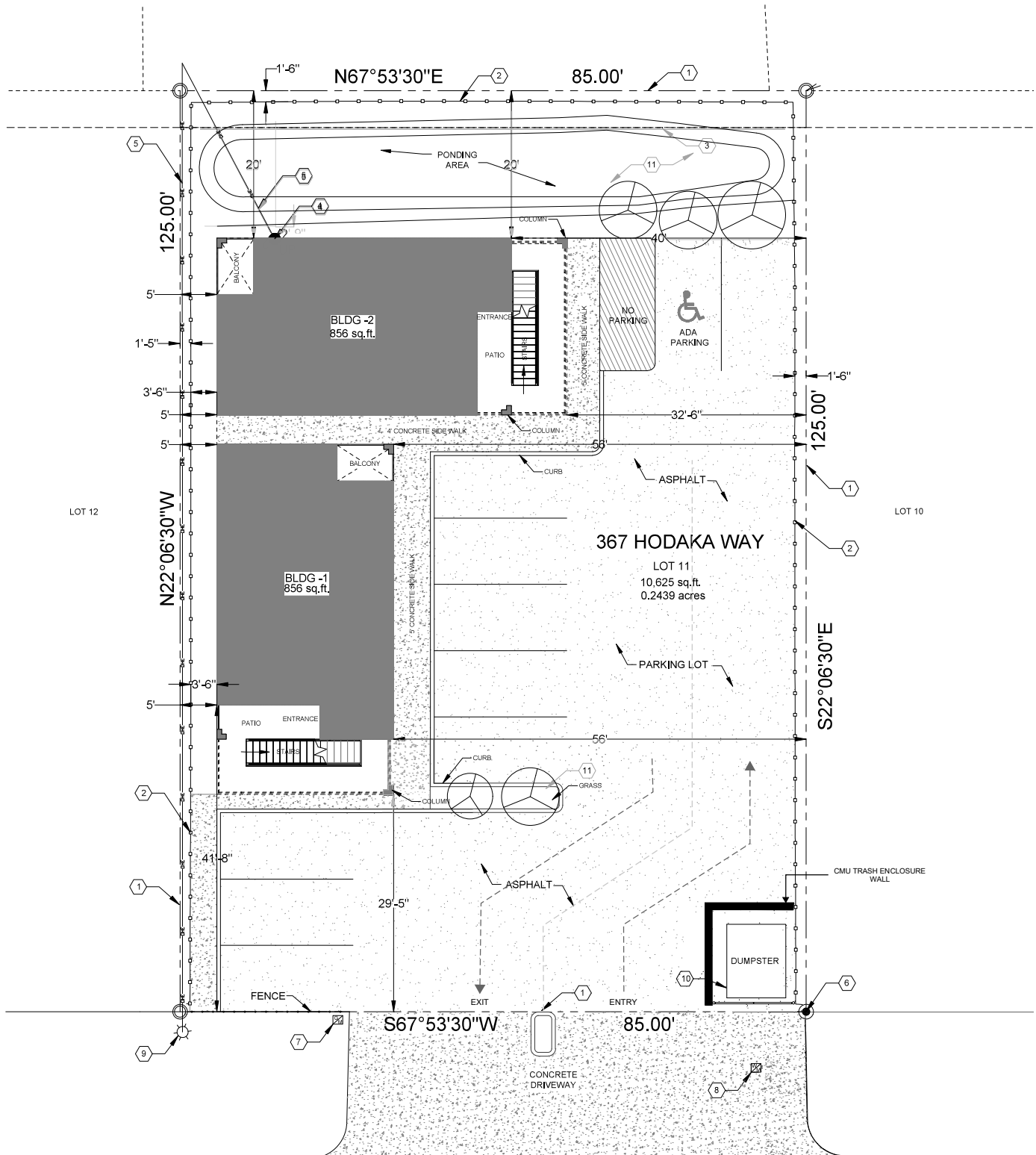
*Judith Rodriguez*

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.ci.socorro.tx.us](http://www.ci.socorro.tx.us)



# SITE PLAN



HODAKA WAY  
(60' R.O.W.)







# CITY OF SOCORRO CITY COUNCIL MEETING

**MEETING DATE: JUNE 6, 2024**

## **REZONING/VARIANCE REQUEST STAFF REPORT**

**SUBJECT:**

**INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF ALL OF TRACT 1, BLOCK 12, SOCORRO GRANT, LOCATED SOUTH-WEST OF ALAMEDA AVE. AND SKOV RD., SOCORRO, TX, FROM A-1 (AG-RICULTURAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) WITH A VARIANCE REQUEST TO ALLOW FOR AN IC-MUD ZONING DISTRICT LESS THAN THE REQUIRED 10 ACRES TO ALLOW FOR THE DEVELOPMENT OF INDUSTRIAL/COMMERCIAL BUILDINGS.**

**NAME:** STOTAN INDUSTRIAL

**PROPERTY ADDRESS:** SOUTH-WEST CORNER OF ALAMEDA AVE AND SKOV RD.

**PROPERTY LEGAL DESCRIPTION:** TRACT 1, BLOCK 12, SOCORRO GRANT

**PROPERTY OWNER:** WILLIAM D. SKOV LIMITED FAMILY PARTNERSHIP & SKOV FAMILY FARMS, LTD.

**REPRESENTATIVE:** ROBERT PATTERSON | STOTAN INDUSTRIAL L.L.C.

**PROPERTY AREA:** 5.49 ACRES

**CURRENT ZONING:** A-1 (AGRICULTURAL)

**CURRENT LAND USE:** VACANT

**FUTURE LAND USE:** AGRICULTURAL LAND

**FLOOD MAP:** According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0300-B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a rezoning of a property from A-1 to IC-MUD with a variance request to allow for an IC-MUD zoning district less than the required 10 acres to allow for the development of industrial/commercial buildings.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning and variance request to allow for an IC-MUD zoning district less than the required 10 acres.

**P&Z RECOMMENDATION:** Commission voted for **APPROVAL** of the rezoning and variance request at their May 21, 2024.



**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 ALL OF TRACT 1, BLOCK 12, SOCORRO GRANT, LOCATED SOUTH-WEST OF ALAMEDA AVE. AND SKOV RD., SOCORRO, TX, FROM A-1 (AGRICULTURAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) WITH A VARIANCE REQUEST TO ALLOW FOR AN IC-MUD ZONING DISTRICT LESS THAN THE REQUIRED 10 ACRES TO ALLOW FOR THE DEVELOPMENT OF INDUSTRIAL/COMMERCIAL BUILDINGS.**

**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 all of Tract 1, Block 12, Socorro Grant, located south-west of Alameda Ave. and Skov Rd., Socorro, Texas, from A-1 (Agricultural) to IC-MUD (Industrial/Commercial Mixed-Use Developments) with a variance request to allow for an IC-MUD zoning district less than the required 10 acres to allow for the development of industrial/commercial buildings.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF SOCORRO, TEXAS**

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

**ATTEST:**

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

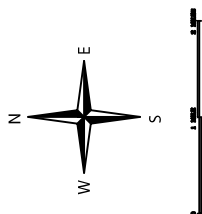
**APPROVED AS TO FORM:**

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

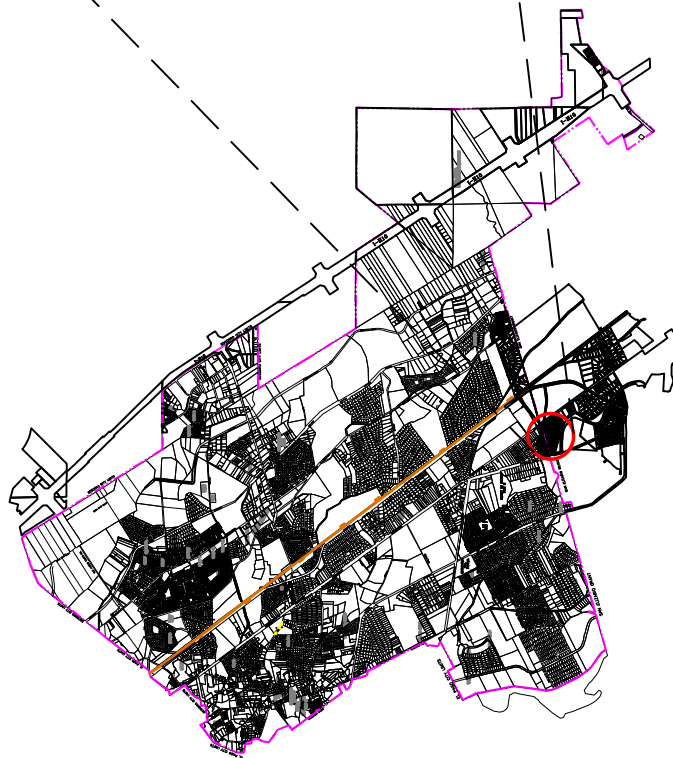
Introduction, First Reading and Calling for a Public Hearing: June 6, 2024  
Second Reading and Adoption:



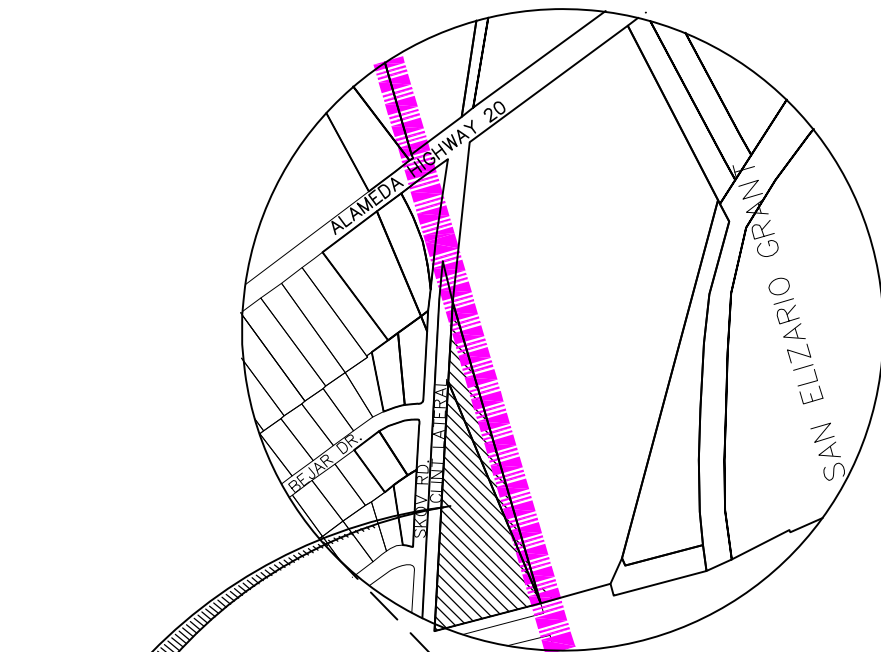
# LOCATION MAP



PROJECT SITE;  
Stotan Industrial  
Tract-1, Block-12  
Socorro Grant



CITY OF SOCORRO



LOCATION MAP

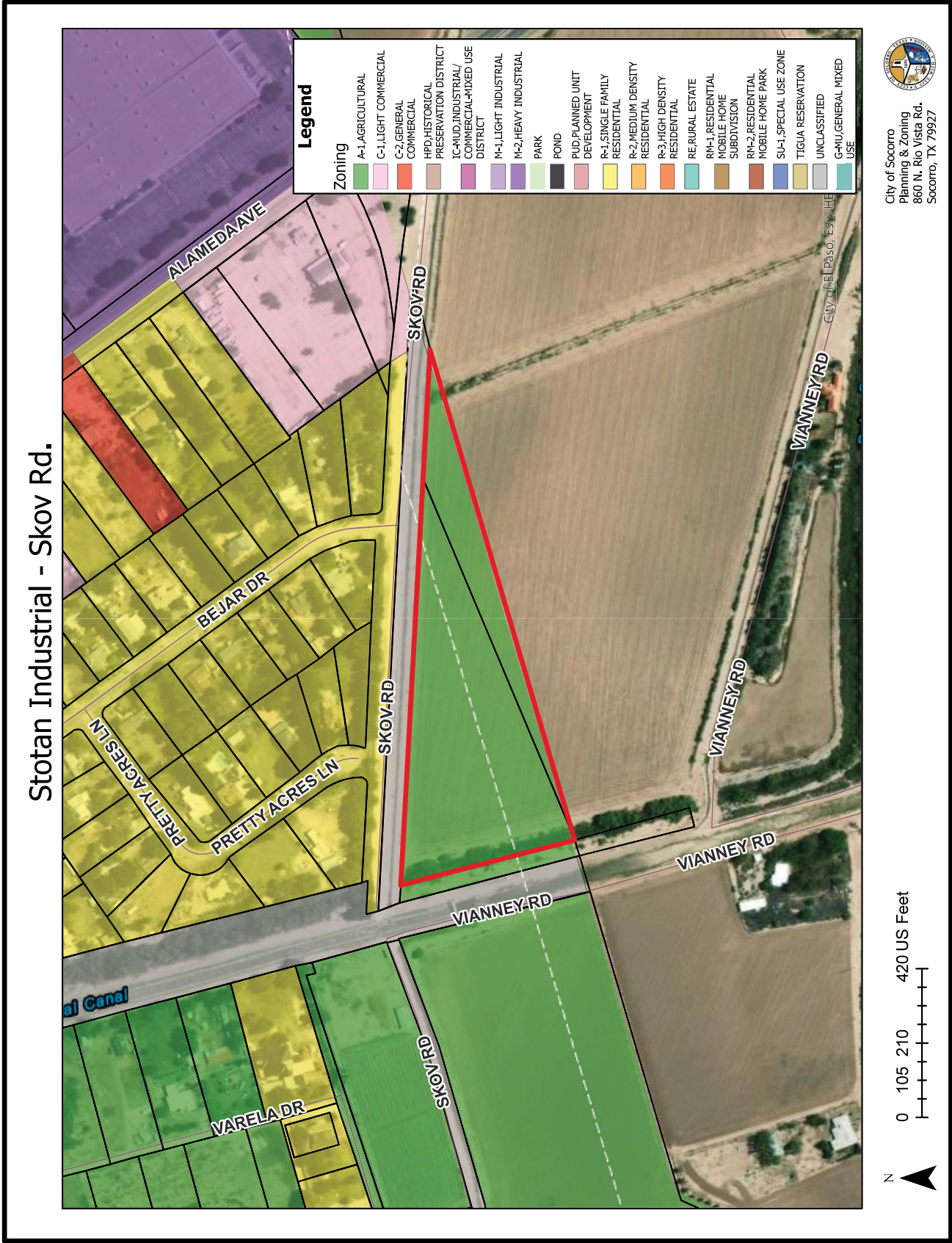
Scale: AS SHOWN

Planning and Zoning Department

8601 N. Rio Vista Socorro, Texas 79927  
Tel: (815) 872-4831 Fax: (815) 872-4673



# ZONING MAP





# SITE PICTURES

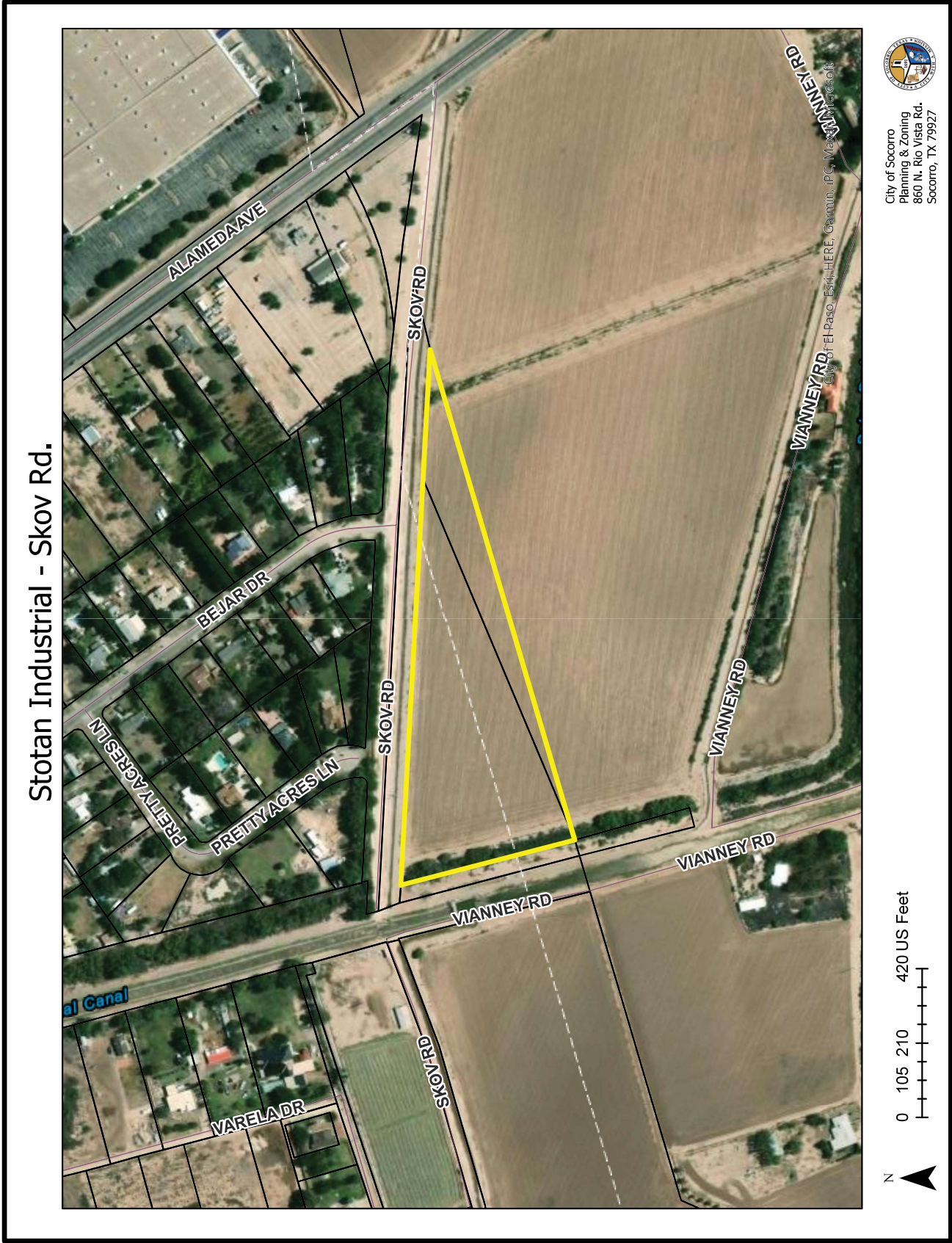


View of property from Skov Rd.





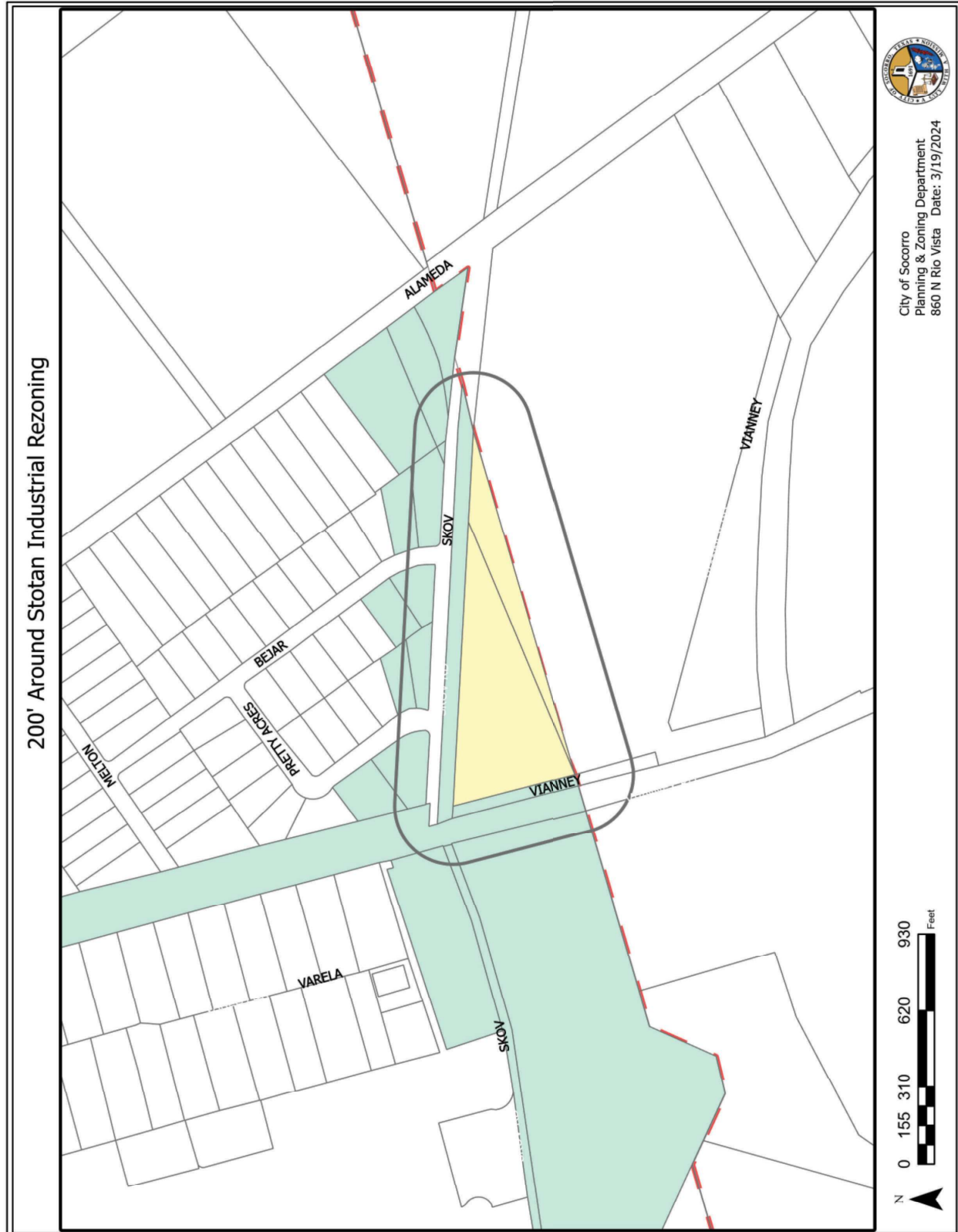
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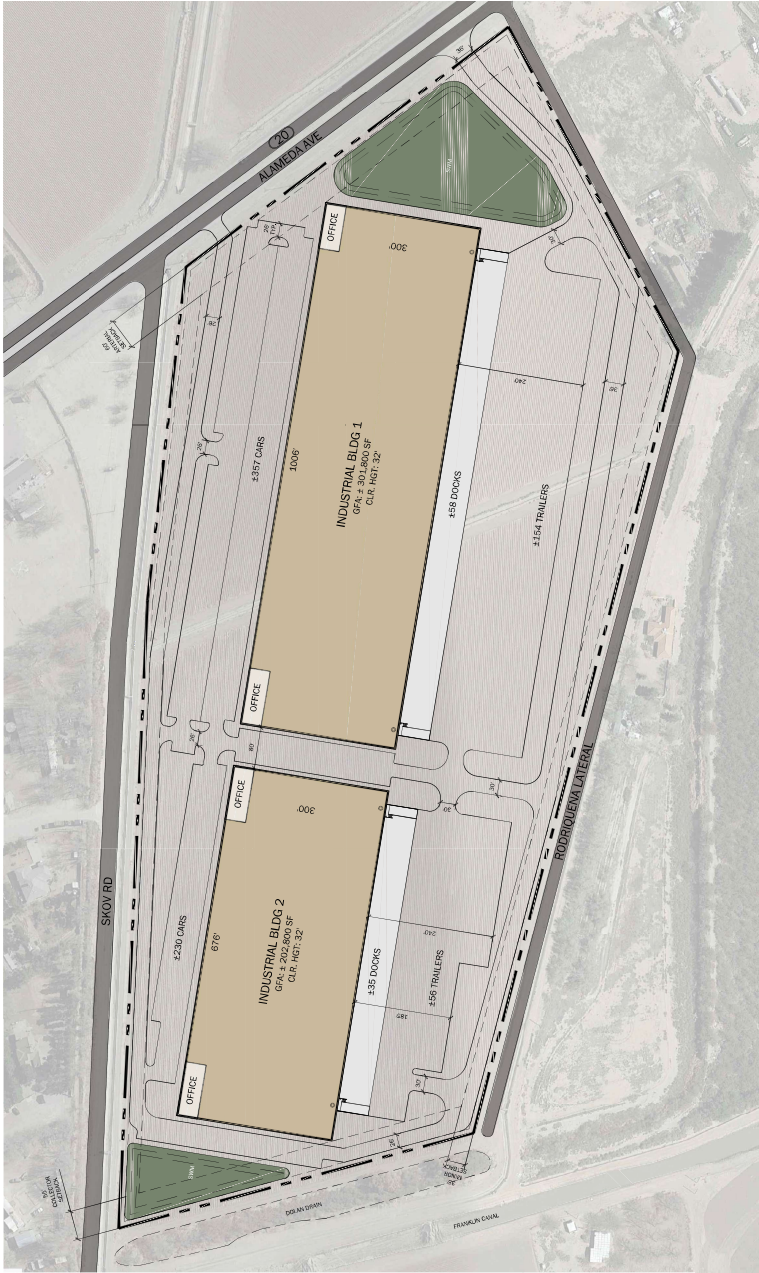
# PUBLIC NOTICE MAP

- No correspondence received for the rezoning request.

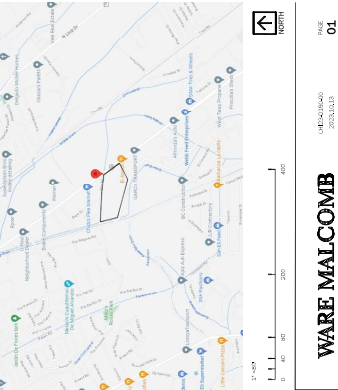




# DEVELOPMENT PLAN



DEVELOPMENT STANDARDS		SCHEME 06	
Zoning	Utilization	PDF ALTA SURVEY	PROVIDED
ICMUC 2	Max Height	45 FT	45 FT
Building Setbacks	Collector Street	35 FT	35 FT
	Arterial Street	60 FT	60 FT
Landscape Setbacks	Front	TBC 2	TBC 2
	Side	TBC 2	TBC 2
	Rear	TBC 2	TBC 2
Parking Standards	Min Stall Size	24 FT	24 FT
	Drive Aisle	20 FT	20 FT
	Fire Lane	1/360 SF	1/360 SF
Required Parking	Warehouse	1/500 SF	1/500 SF
PRO. ECT DATA			
Site Summary			
Gross Site Area	1,026,263 SF	37.33 AC	37.33 AC
Stormwater Management	87,810 SF	87,810 SF	87,810 SF
Net Site Area	1,528,353 SF	35.09 AC	35.09 AC
Total Building Area(s)	Gross Floor Area	504,000 SF	504,000 SF
	Net	31%	31%
Building 1	Building Area(s)	Footprint	301,800 SF
	Cars Required	85% Office	417 Stalls
	Cars Provided	@ 1.0/1,000 SF	357 Stalls
	Net, Accessible	8 Stalls	8 Stalls
Driveway Doors	Driveway Doors	1	1
Docks	Docks	81,62/10,000 SF	56
Trailers	Trailers	-54 Stalls	-54 Stalls
Building 2	Building Area(s)	Footprint	202,300 SF
	Cars Required	85% Office	414 Stalls
	Cars Provided	@ 1.13/1,000 SF	230 Stalls
	Net, Accessible	7 Stalls	7 Stalls
Driveway Doors	Driveway Doors	1	1
Docks	Docks	81,73/10,000 SF	35
Trailers	Trailers	56 Stalls	56 Stalls
Notes			
1. Project is under Survey project. Site is total between Survey and San Diego jurisdiction. Survey covered 4.1.			
2. Information was not found. To be determined by city/planning department.			
3. Planning standards will be required.			



Conceptual Site Plan  
Sotian Industrial  
Skov Rd & Alameda Ave, Socorro, TX

SCHEME 06

This conceptual design is based upon a preliminary site survey and is not intended to be used for construction. It is intended to be used for planning purposes only. The design is not intended to be used for construction. It is intended to be used for planning purposes only.

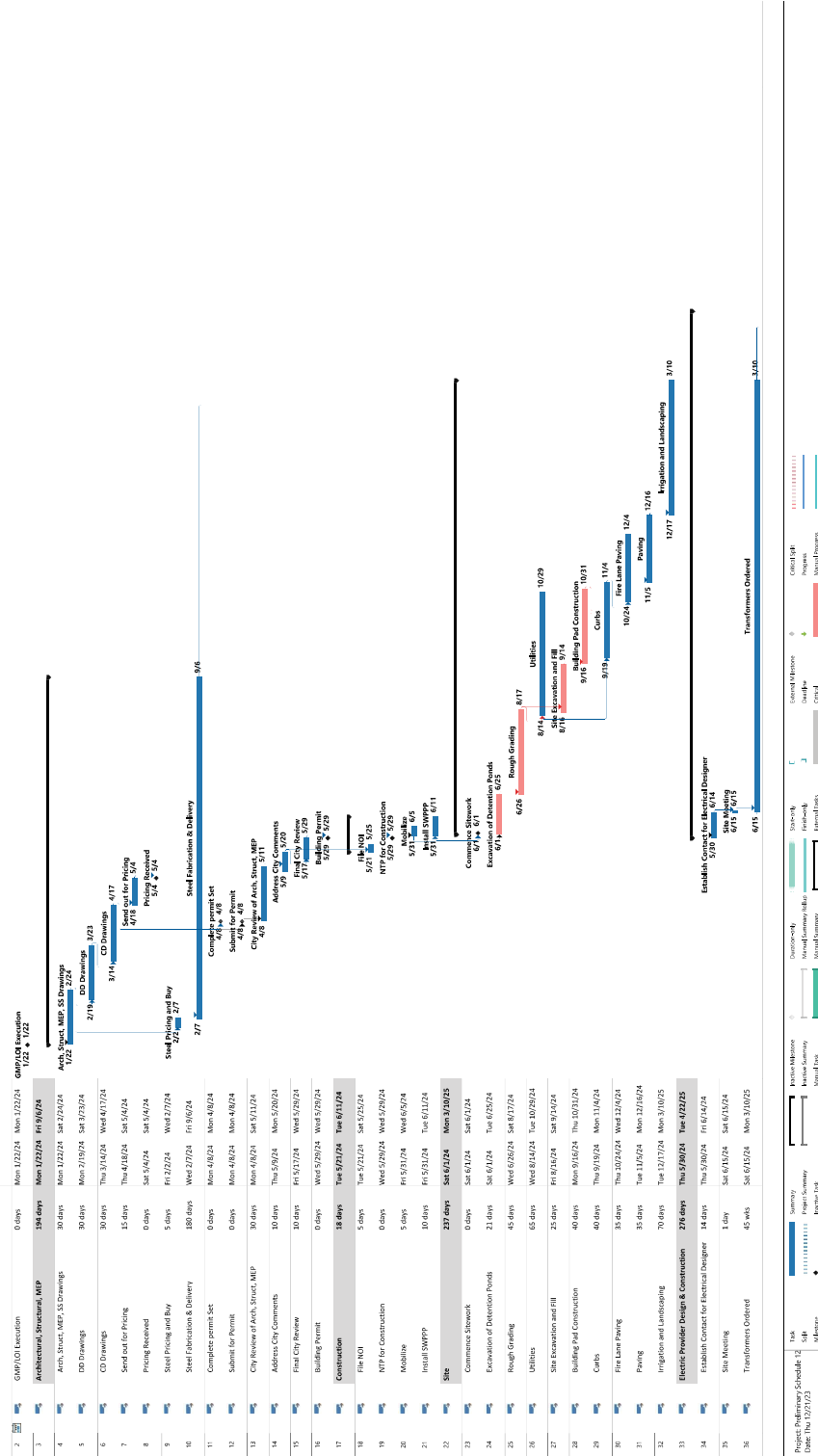
WARE MALCOMB  
2023.03.13

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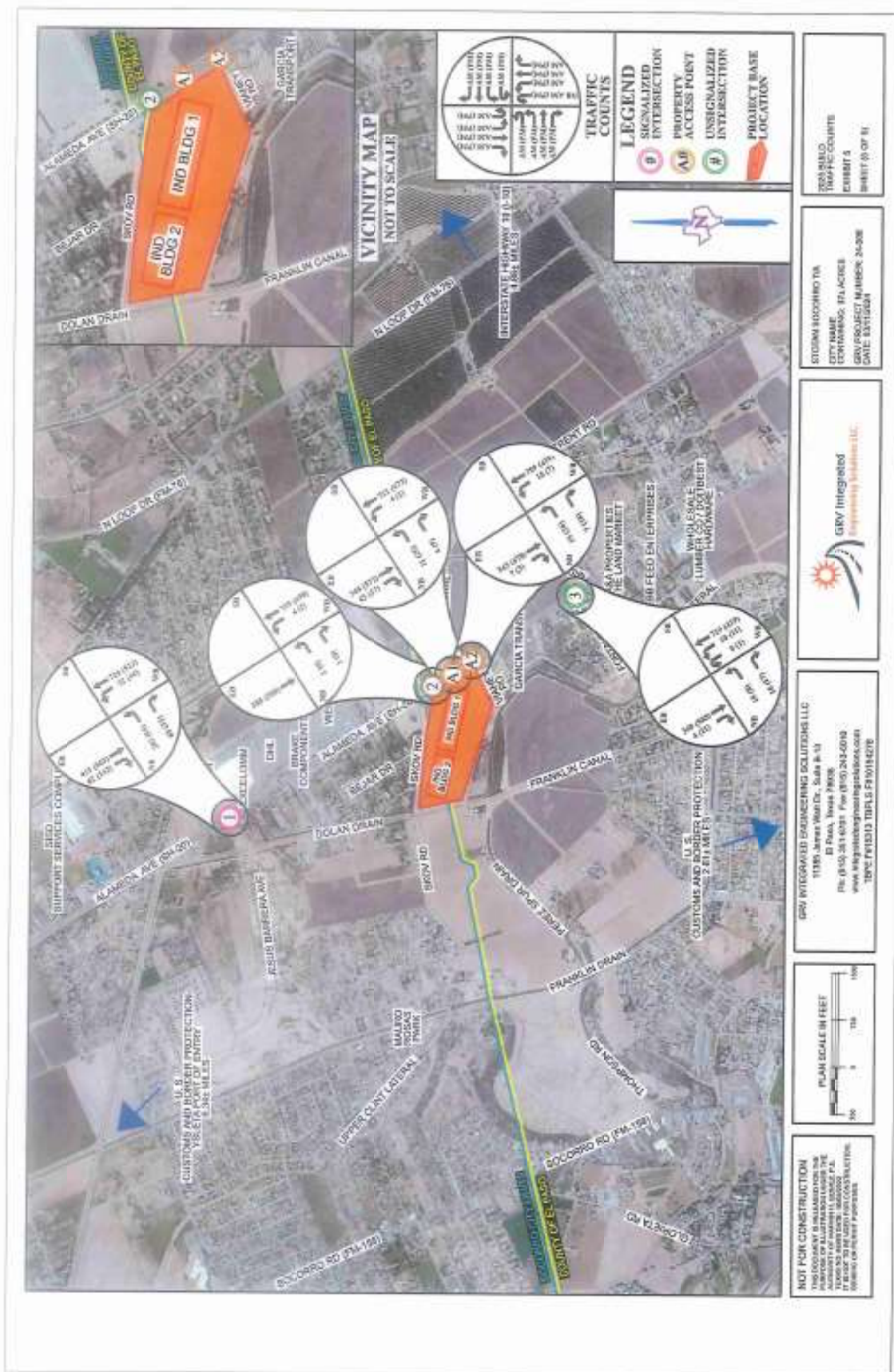
STOTAN  
INDUSTRIAL

**Stotan Industrial**  
**Socorro, TX**  
**504,600 SF**



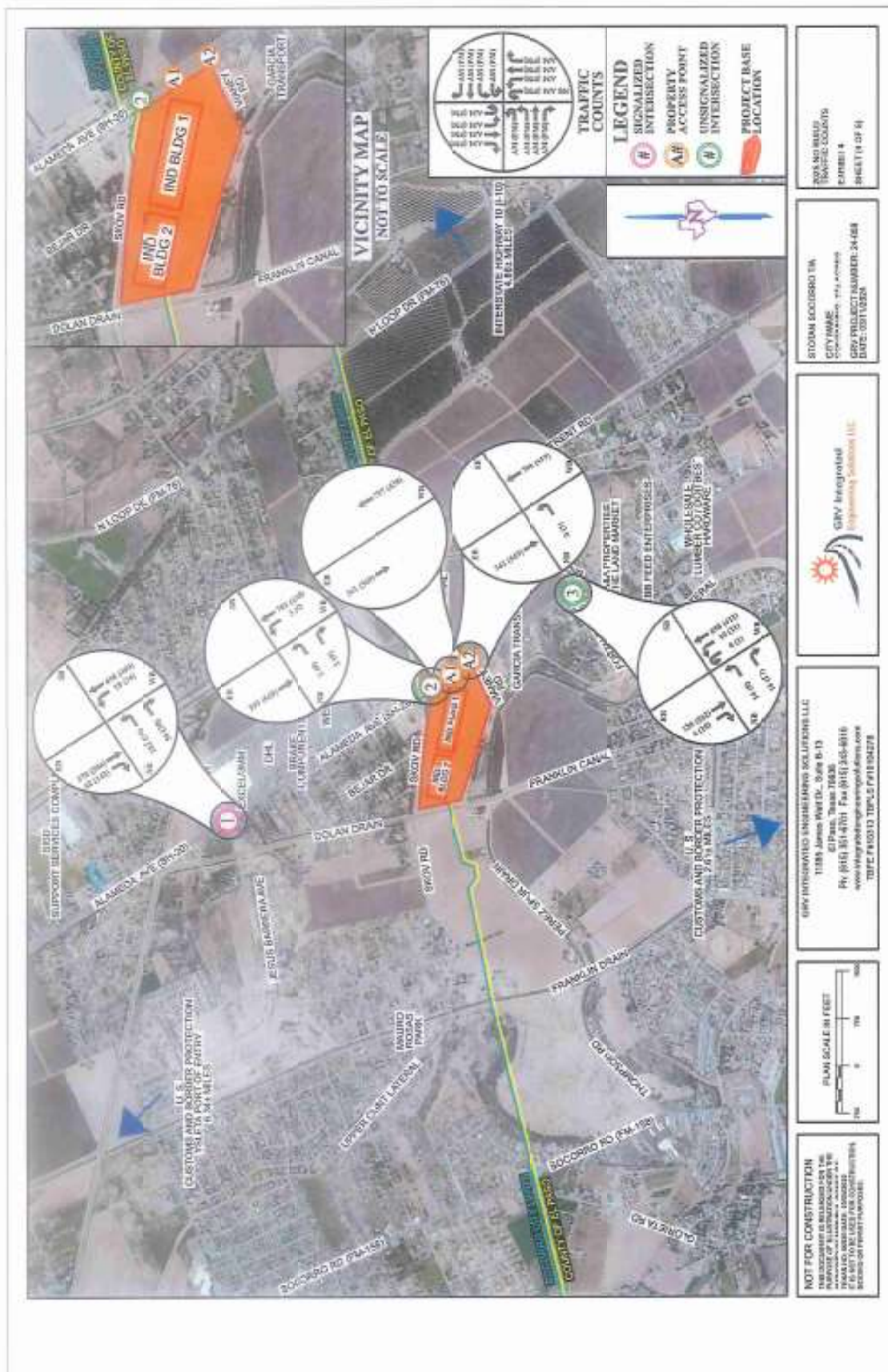


# T.I.A. (SUMMARY - PAGE 1 OF 3)



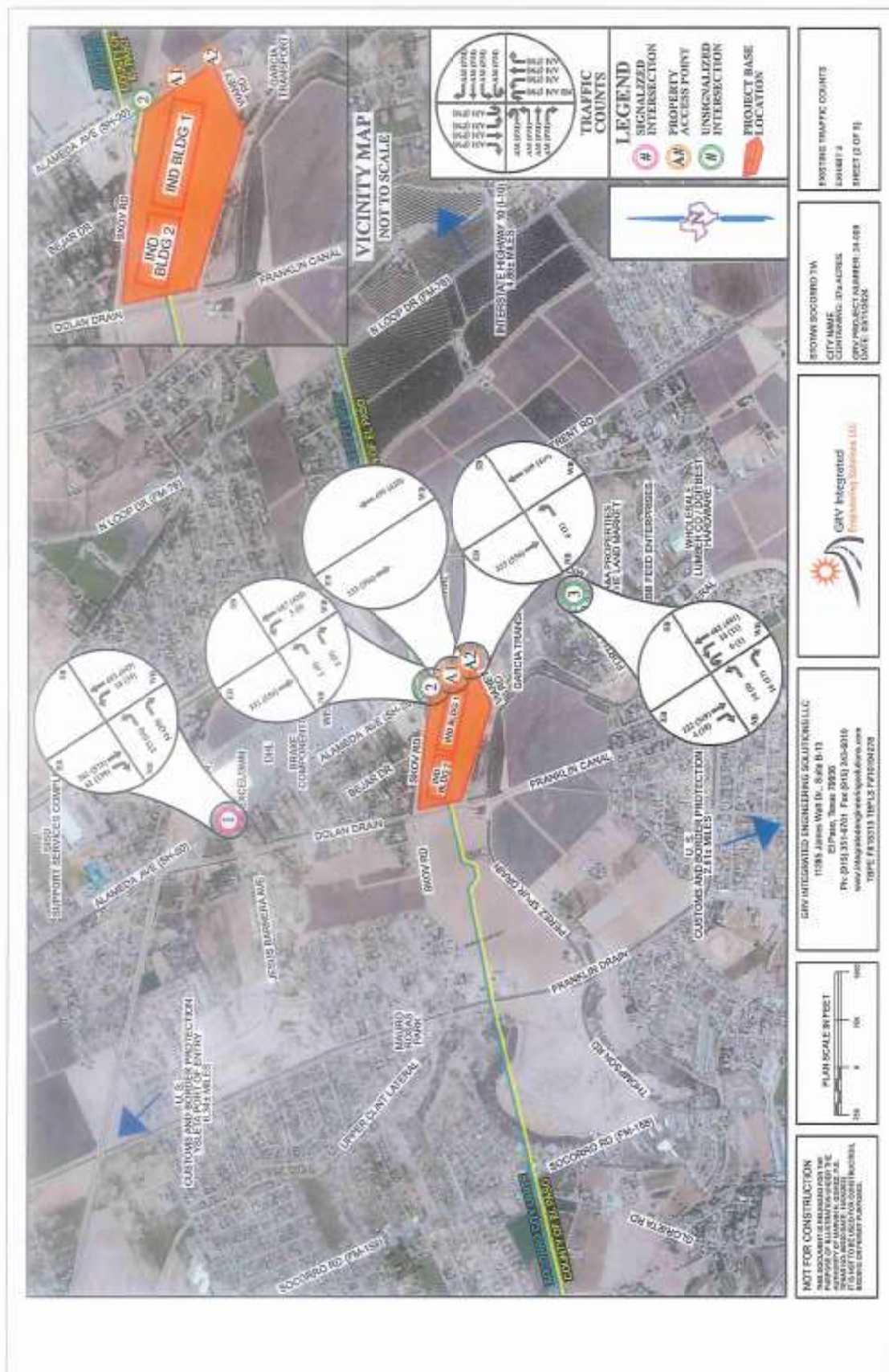


# T.I.A. (SUMMARY - PAGE 2 OF 3)





# T.I.A. (SUMMARY - PAGE 3 OF 3)





*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:** May 30, 2024

**TO:** Mayor & Council

**CC:** Adriana Rodarte, City Manager

**FROM:** Lorraine Quimiro, City Planner Development Director

**SUBJECT:** Consider and Take Action on an ordinance amending Chapter 46 Article IV Division 9 of the Code of Ordinances of the City of Socorro, Texas to add a set of conditional uses.

**SUMMARY**

Zoning district regulations establish the types of land uses permitted within the zoning district. They also establish development standards such as setbacks, lot coverage, parking requirements, building heights and densities. At times amendments may be needed to the zoning regulations as land uses change or proposed uses are not covered by the zoning ordinance.

**BACKGROUND**

Currently the purpose of the C-2, General Commercial Zoning District is to allow those commercial activities that serve the general community on a day-to-day basis. While the city is in the process of undertaking a comprehensive revision of our zoning ordinance there may be times when small changes are necessary. Planning & Zoning Commission recommends approval of the ordinance amendment.

**STATEMENT OF THE ISSUE**

Staff met with a property owner who is interested in developing paddle ball courts on a lot zoned C-2. In general this type of use would be considered outdoor recreational facilities such as tennis ball courts, basketball courts, or archery ranges to name a few examples.

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

Denial

**STAFF RECOMMENDATION**

Approval



**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

---

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

**AN ORDINANCE AMENDING CHAPTER 46 – ZONING, ARTICLE IV – DISTRICT REGULATIONS- DIVISION 9. – C-2 – GENERAL COMMERCIAL DISTRICT OF THE CODE OF ORDINANCES OF THE CITY OF SOCORRO, TEXAS TO ADD A SET OF CONDITIONAL USES.**

**WHEREAS AFTER REASONABLE CONSIDERATION, THE Socorro City Council has determined that the addition of .**

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

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

**CHAPTER 46 – ZONING  
ARTICLE IV DISTRICT REGULATIONS  
DIVISION 9. - C-2 - GENERAL COMMERCIAL DISTRICT**

**Sec. 46-412. - Purpose.**

**The purpose of this zone is to allow those commercial activities that serve the general community on a day-to-day basis.**

**Sec. 46-413. - Permitted uses.**

**Permitted uses in this zone shall include:**

- (1) All retail sales of goods and services conducted entirely within a building as well as the incidental display of merchandise wholly under a permanent part of a main building, such as a marquee.**
- (2) Movie theaters, bowling alleys and skating rinks; pool tables allowed as an accessory and secondary use to such permitted uses.**
- (3) Churches, post offices, fire stations, libraries and public buildings.**



- (4) Offices.**
- (5) Commercial kennels and veterinary clinics.**
- (6) Cafes, restaurants, cafeterias, and drive through eating establishments.**
- (7) Clubs and lodges without alcoholic beverages sale to members or the public.**
- (8) Child care institutions, day care centers, nursing homes, and halfway houses.**
- (9) Service establishments, including filling or service stations.**
- (10) Ambulance service with or without outdoor storage of ambulances.**
- (11) Spas, health studios or fitness centers, without outdoor activities.**

**Sec. 46-414. - Conditional uses (requires permit).**

**Conditional uses in this zone shall include:**

- (1) Shopping centers and shopping malls and all other commercial, office, retail and service uses requiring over 50,000 square feet.**
- (2) Adult businesses, provided that:**
  - a. No such businesses shall be located within 1,500 feet of the nearest point of a lot on which is located a religious and/or educational institution, a public park or recreation facility.**
  - b. No such business shall be located within 1,500 feet of any lot within any residential zone.**
  - c. No such business shall operate between the hours of 2:00 a.m. and 9:00 a.m.**
- (3) Amusement parks.**
- (4) Hospitals.**
- (5) Colleges and universities.**
- (6) Motor vehicle body shops, parts manufacturing, repair and maintenance facilities, provided that:**
  - a. All body and fender repairing must be done within a completely enclosed building or room with stationary windows that may be opened only at intervals necessary for ingress and egress.**
  - b. No spray painting may be done except in a completely enclosed spray booth especially designed for that purpose.**
  - c. All other auto repairing, etc., must be conducted within a building enclosed on at least three sides.**
  - d. Service stations primarily for automobiles and petroleum gas for consumption but not for resale and including lubricating, minor repairs and associated activities that are conducted within a completely enclosed building. A solid wall or fence at least six feet high shall be erected between the activity and any abutting or contiguous residential zone, or other buffer as may be required by the planning and zoning commission.**
  - e. Garage for automotive repair and painting provided it complies with the following**
    - 1. All activities shall be conducted within a completely enclosed building.**
    - 2. Storage of not more than five inoperable automobiles intended for repair, owned by customers only, provided that the outdoor area in which such cars are stored shall be enclosed by a solid wall or fence at least six feet high.**



f. Shopping centers and malls. Applications for conditional use shall be submitted according to the following requirements:

1. An applicant shall submit a general development plat for the shopping center including drawings showing the approximate location of proposed buildings; lighting control; protective screening; landscaping; the general design of pedestrian and vehicular entrance, and circulation; and the general design or parking, loading, and traffic handling facilities and methods.
2. The general development plan shall be accompanied by parking and traffic-engineering plan designed to accept traffic-engineering practices and laid out so as to be an integral part of the center development. Pick-up or unloading points must be designed so those vehicles stopped for this purpose do not create congestion on abutting public ways. No loading or unloading is to be conducted in a public street.
3. Upon approval, the applicant is responsible for payment of cost for the necessary channelization, shelter, and vehicular turning movements into the shopping center or shopping center site. These responsibilities shall be reduced to written enforceable agreement and agreed upon between the applicant and the city at the time of approval of the general development plan.

**(7) Tennis courts, padel tennis, archery ranges, and other similar private and public recreational uses.**

**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



Introduction and First Reading: June 6, 2024  
Second Reading and Adoption: \_\_\_\_\_, 2024





## CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: MAY 16, 2024 REZONING  
REQUEST**

### STAFF REPORT

**SUBJECT:**

**SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING A PROPOSED AMENDMENT TO THE CITY OF SOCORRO'S MASTER PLAN AND REZONING OF LOT 2, BLOCK 18, ROSA AZUL SUBDIVISION, LOCATED AT 615 ROSA AZUL DRIVE, SOCORRO, TX FROM C-1 (LIGHT COMMERCIAL) TO R-1 (SINGLE-FAMILY RESIDENTIAL) TO CONSTRUCT A SINGLE FAMILY HOME.**

**NAME:** 615 ROSA AZUL DR. REZONING

**PROPERTY ADDRESS:** 615 ROSA AZUL DR.

**PROPERTY LEGAL DESCRIPTION:** LOT 2, BLOCK 18, ROSA AZUL

**PROPERTY OWNER:** WALTER GARCIA

**REPRESENTATIVE:** WALTER GARCIA

**PROPERTY AREA:** 27,393 S.F.

**CURRENT ZONING:** C-1 (LIGHT COMMERCIAL)

**CURRENT LAND USE:** VACANT

**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 0300 B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:** Request is for approval of a rezoning from C-1 to R-1 to allow for the construction of 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 April 16, 2024.



**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 2, BLOCK 18, ROSA AZUL SUBDIVISION, LOCATED AT 615 ROSA AZUL DRIVE, SOCORRO, TX FROM C-1 (LIGHT COMMERCIAL) TO R-1 (SINGLE-FAMILY RESIDENTIAL) TO CONSTRUCT 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 2, Block 18, Rosa Azul Subdivision, located at 615 Rosa Azul Drive, Socorro, TX from C-1 (Light Commercial) to R-1 (Single-Family Residential) to construct a single family home.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

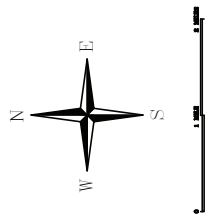
APPROVED AS TO FORM:

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

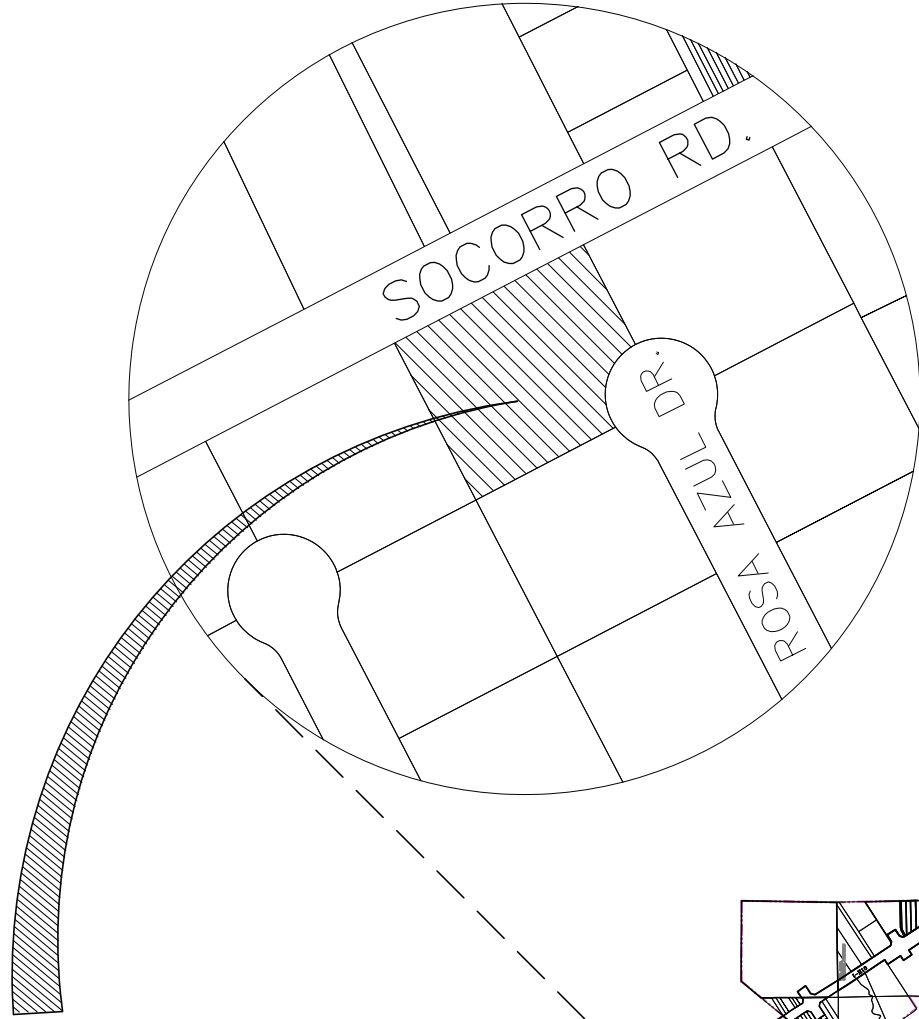
First Reading and Calling for a Public Hearing: May 16, 2024  
Second Reading and Adoption: June 6, 2024



# LOCATION MAP



PROJECT SITE;  
615 Rosa Azul Dr.  
Lot-18, Block-2  
Rosa Azul



CITY OF SOCORRO

## LOCATION MAP

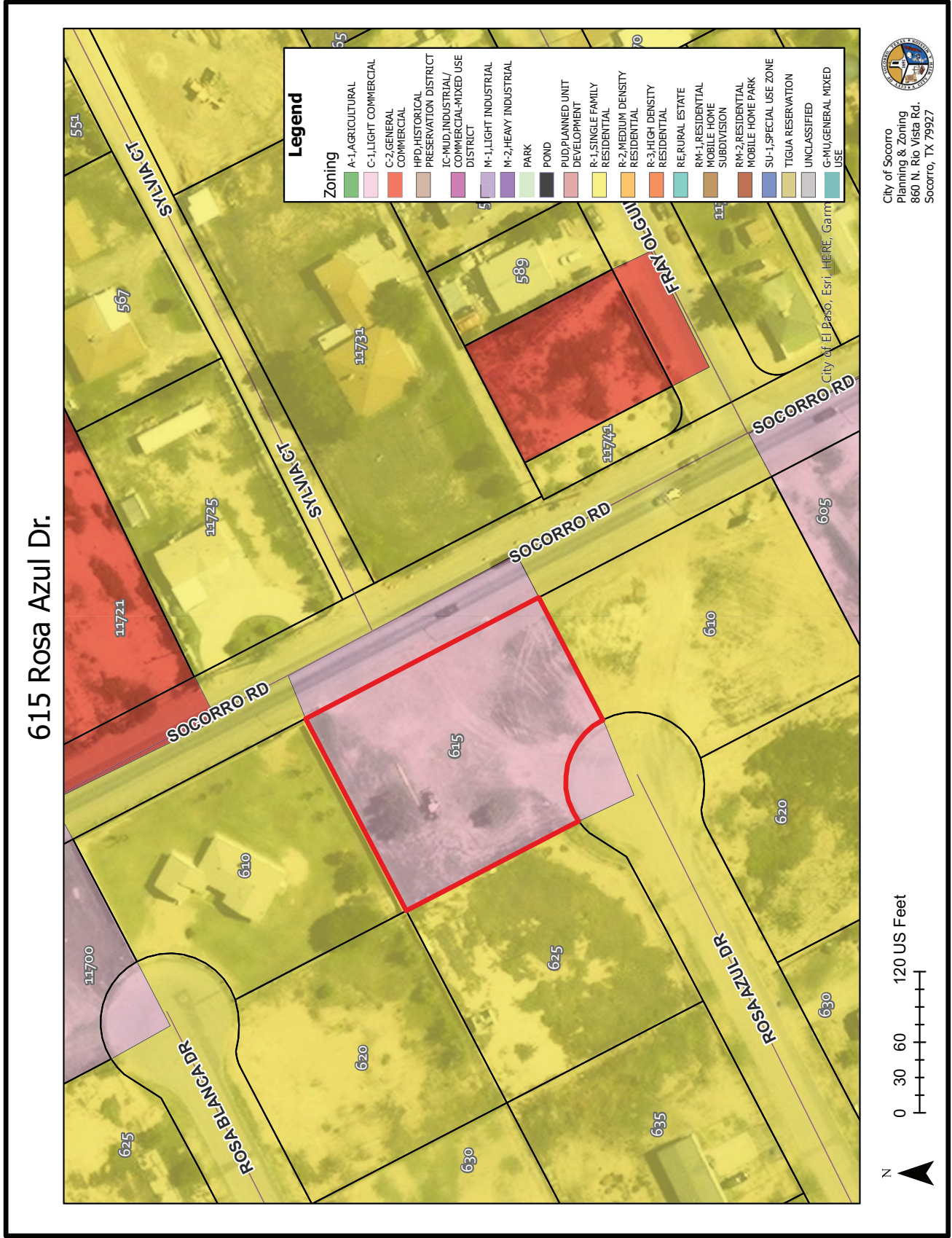
Scale: AS SHOWN

Planning and Zoning Department

860 N. Rio Vista, Socorro, Texas 79027 Tel: (915) 872-8831 Fax: (915) 872-8673



# ZONING MAP





# SITE PICTURES

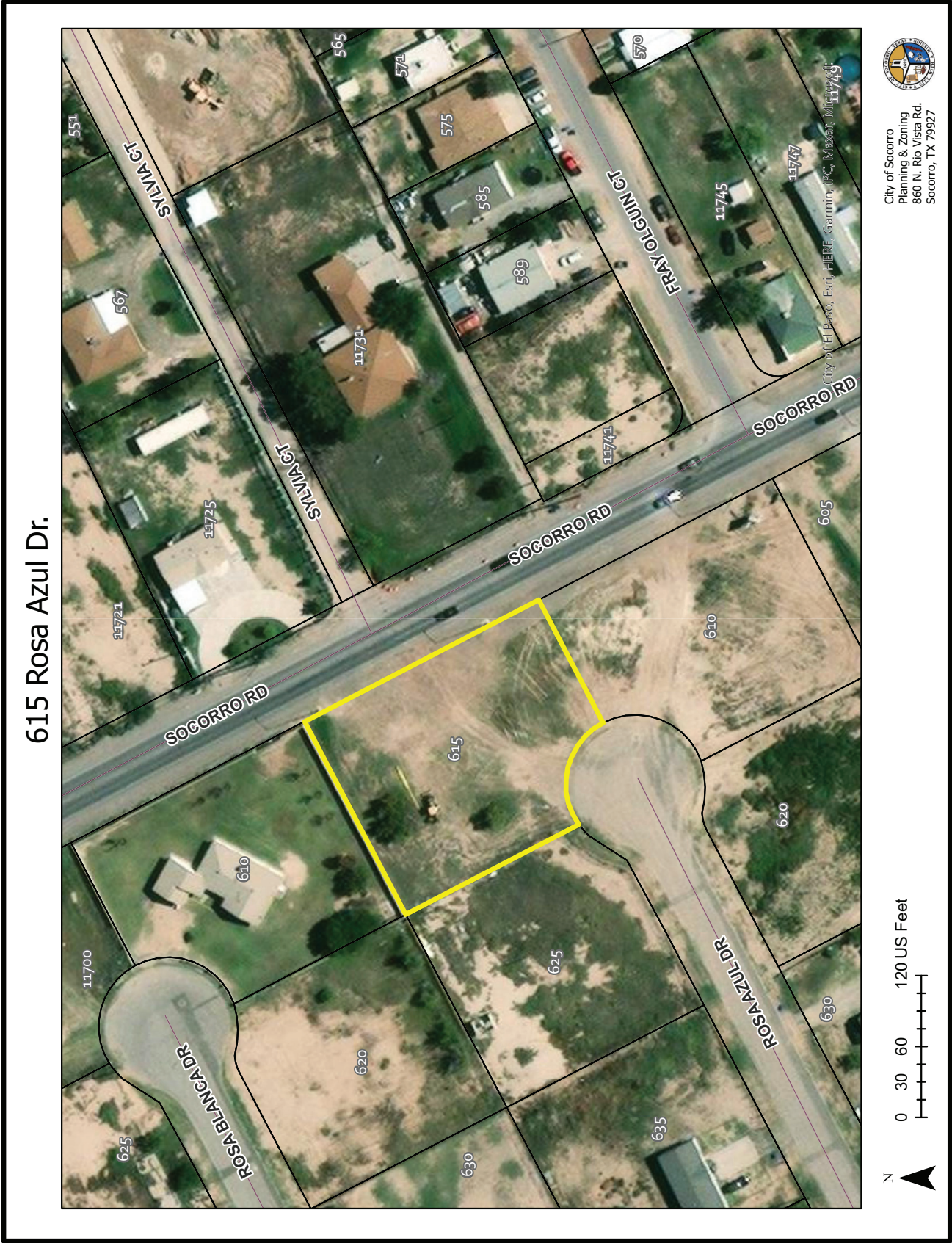


View of property from Rosa Azul Dr. (TOP) and from Socorro Rd. (BOTTOM)





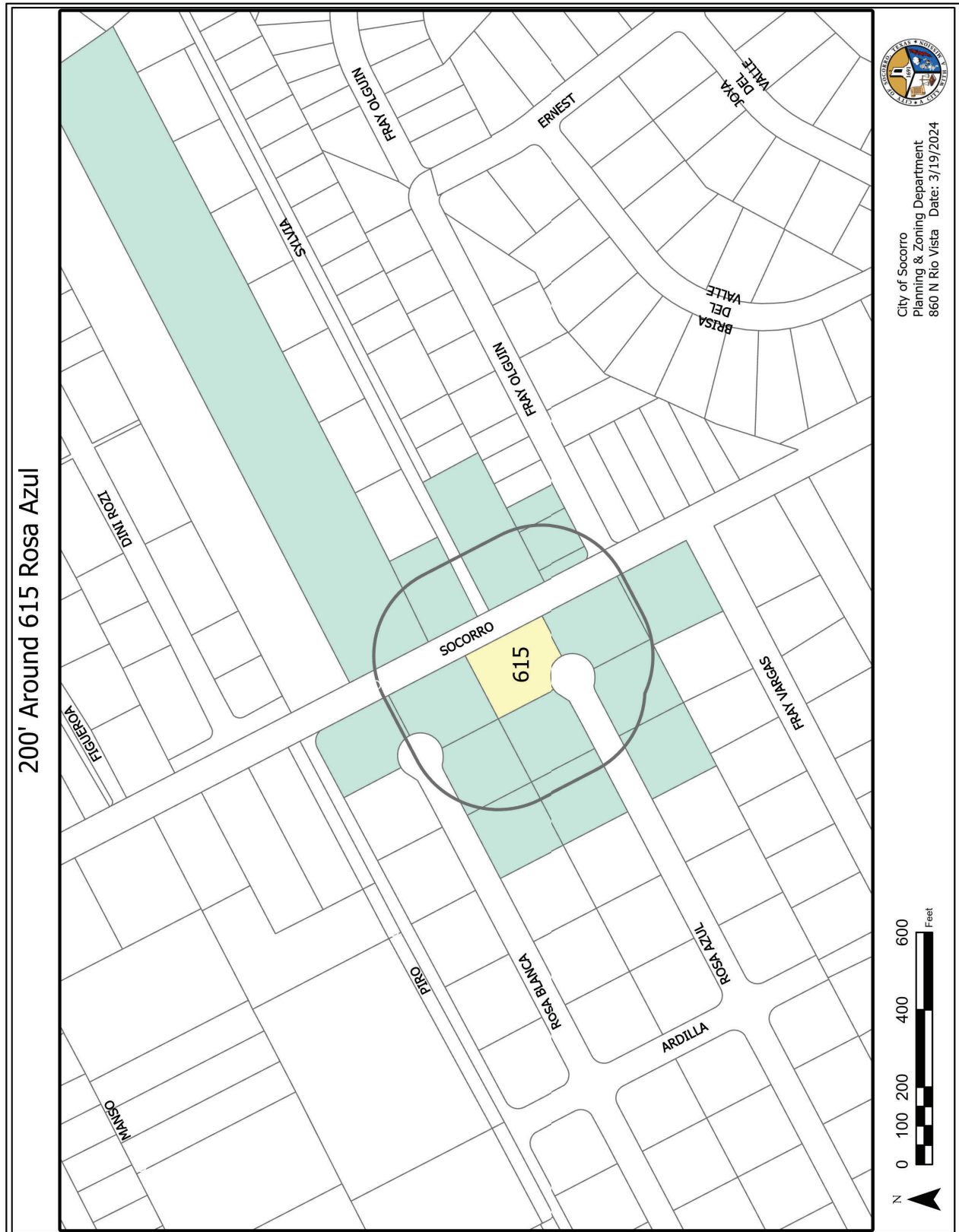
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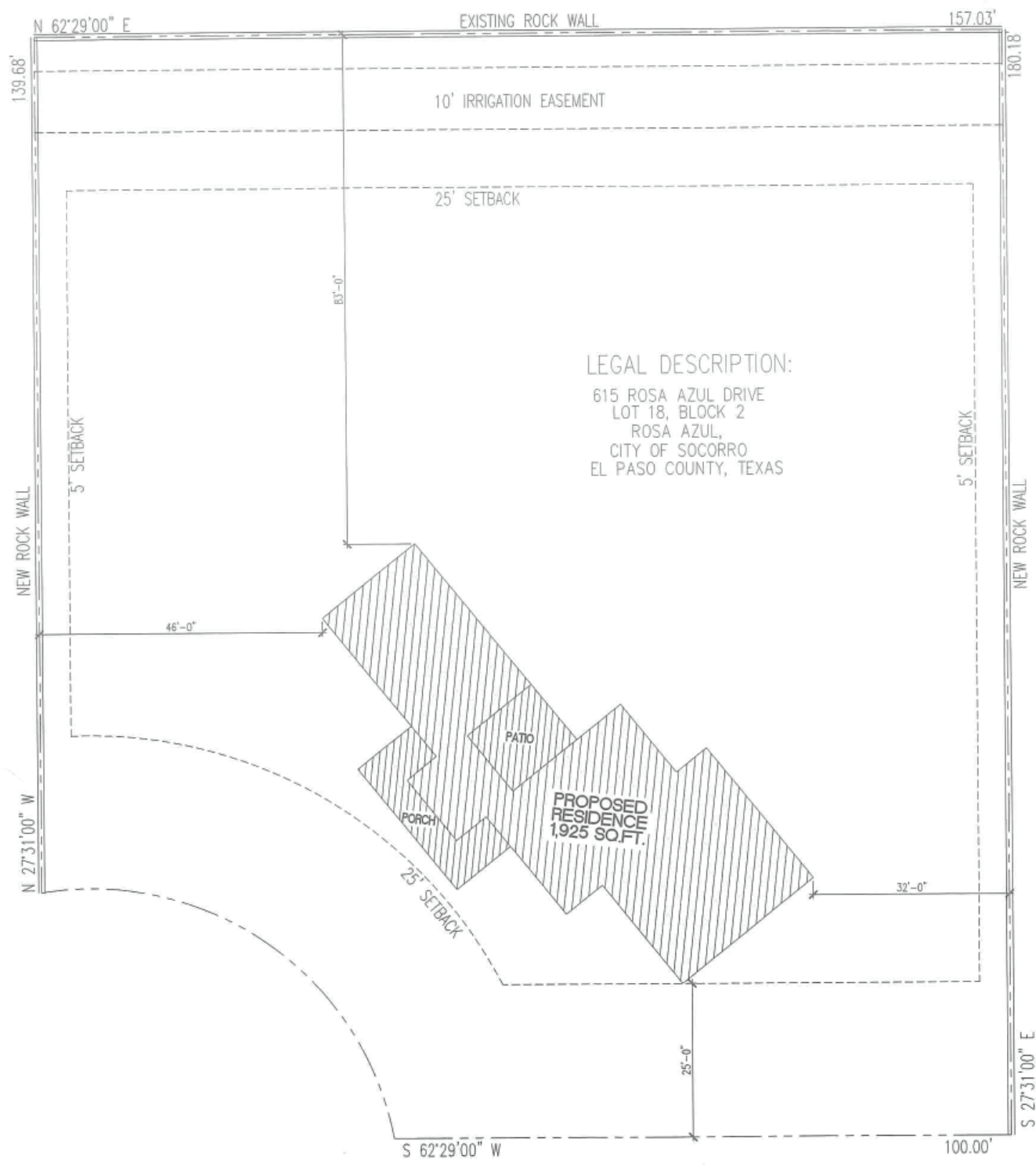
# PUBLIC NOTICE

- No correspondence received for the rezoning request.





# SITE PLAN



LEGAL DESCRIPTION:  
615 ROSA AZUL DRIVE  
LOT 18, BLOCK 2  
ROSA AZUL,  
CITY OF SOCORRO  
EL PASO COUNTY, TEXAS





# CITY OF SOCORRO CITY COUNCIL MEETING

**DATE: JUNE 6, 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 ROBERT E. NIX SURVEY NO. 302 ABST 10170, TRACT 11-B-1, 11-B-2, AND 11-B-3, LOCATED AT GATEWAY WEST BLVD., SOCORRO, TX, FROM C-2 (GENERAL COMMERCIAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) TO ALLOW FOR AN INDUSTRIAL/COMMERCIAL DEVELOPMENT.**

**NAME:**

N.I.T. INDUSTRIAL

**PROPERTY ADDRESS:**

GATEWAY WEST BLVD.

**PROPERTY LEGAL  
DESCRIPTION:**

ROBERT E. NIX SURVEY NO. 302 ABSTRACT NO. 10170,  
TRACT 11-B-1, 11-B-2, AND 11-B-3

**PROPERTY OWNER:**

GARCIA FAMILY GRANTORS IRREVOCABLE TRUST

**REPRESENTATIVE:**

N.I.T. INDUSTRIAL

**PROPERTY AREA:**

31.24 ACRES

**CURRENT ZONING:**

C-2 (GENERAL COMMERCIAL)

**CURRENT LAND USE:**

COMMERCIAL

**FUTURE LAND USE:**

MEDIUM DENSITY RESIDENTIAL

**FLOOD MAP:**

According to the Flood Insurance Rate Maps, the referenced property lies within Zone X; (Community Panel # 480212 0281-B/ FEMA, September 4, 1991).

**SUMMARY OF REQUEST:**

Request is for approval of a rezoning of a property from C-2 to IC-MUD to allow for an industrial/commercial development.

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of the rezoning request.

**P&Z RECOMMENDATION:**

Commission voted for **APPROVAL** of the rezoning request on April 16, 2024.



**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 ROBERT E. NIX SURVEY NO. 302 ABSTRACT NO. 10170, TRACT 11-B-1, 11-B-2, AND 11-B-3, LOCATED AT GATEWAY WEST BLVD., SOCORRO, TX, FROM C-2 (GENERAL COMMERCIAL) TO IC-MUD (INDUSTRIAL/COMMERCIAL MIXED-USE DEVELOPMENTS) TO ALLOW FOR AN INDUSTRIAL/COMMERCIAL DEVELOPMENT**

**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 Robert E. Nix Survey No. 302 Abstract No. 10170, Tract 11-B-1, 11-B-2, and 11-B-3, located at Gateway West Blvd., Socorro, TX, from C-2 (General Commercial) To IC-MUD (Industrial/Commercial Mixed-Use Developments) To Allow For An Industrial/Commercial Development.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF SOCORRO, TEXAS

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

ATTEST:

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

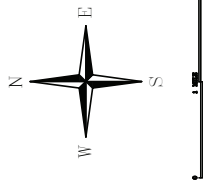
APPROVED AS TO FORM:

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

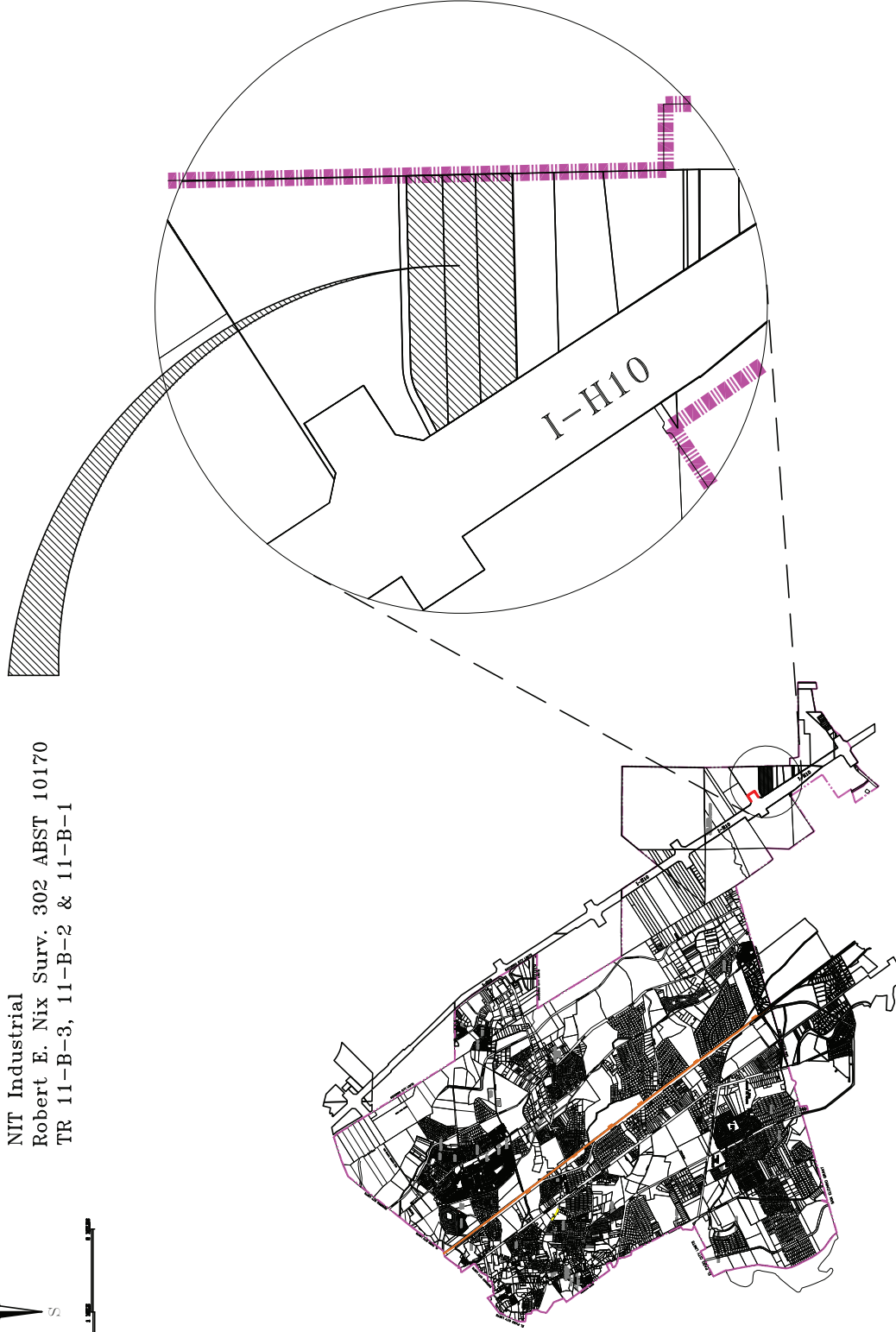
First Reading and Calling for a Public Hearing: May 16, 2024  
Second Reading and Adoption: June 6, 2024



# LOCATION MAP



PROJECT SITE;  
NIT Industrial  
Robert E. Nix Surv. 302 ABST 10170  
TR 11-B-3, 11-B-2 & 11-B-1



CITY OF SOCORRO

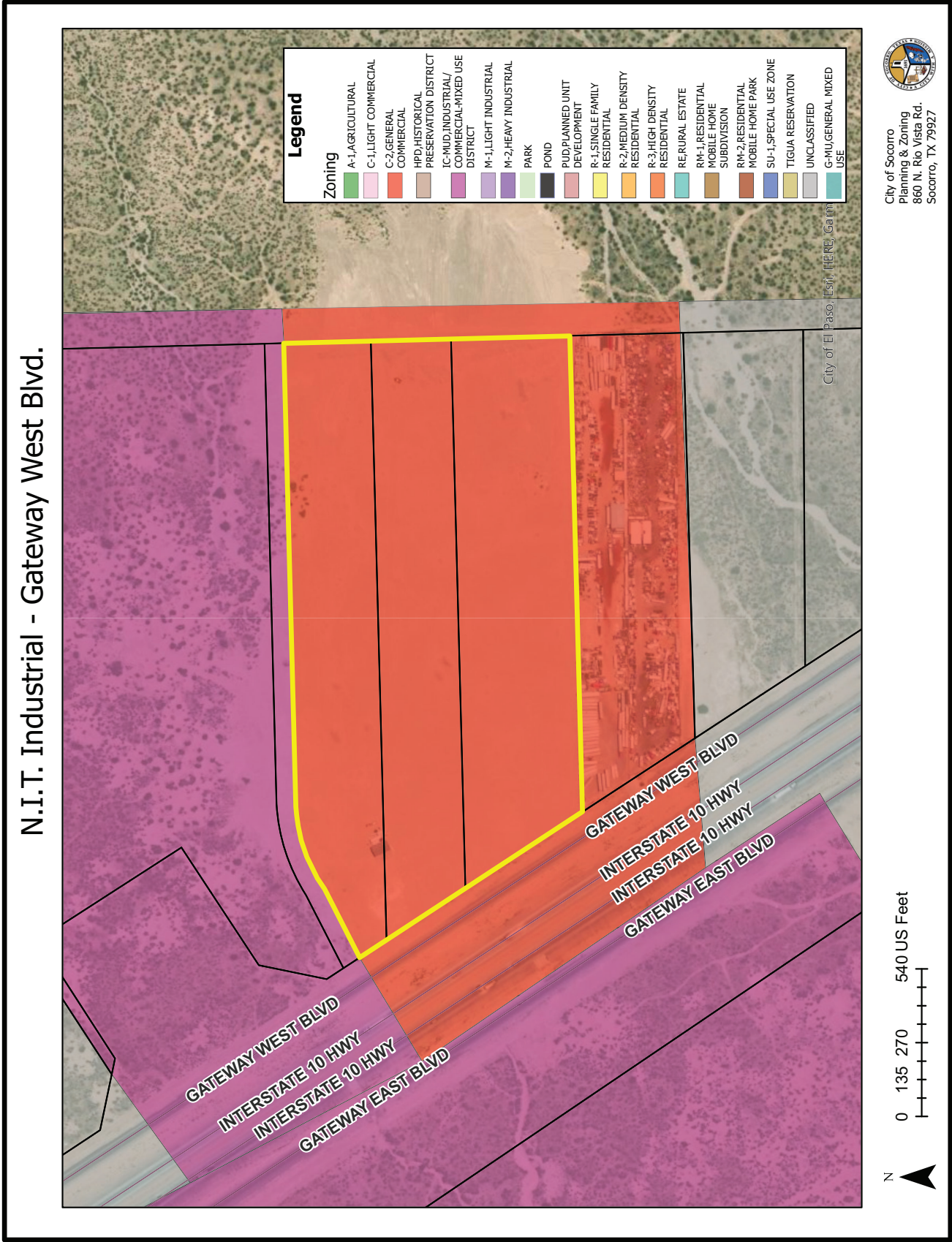
**LOCATION MAP**  
Scale: AS SHOWN

**Planning and Zoning Department**

860 N. Rio Vista Socorro, Texas 78767 Tel. (512) 872-8831 Fax (512) 872-8673



# ZONING MAP





# SITE PICTURES



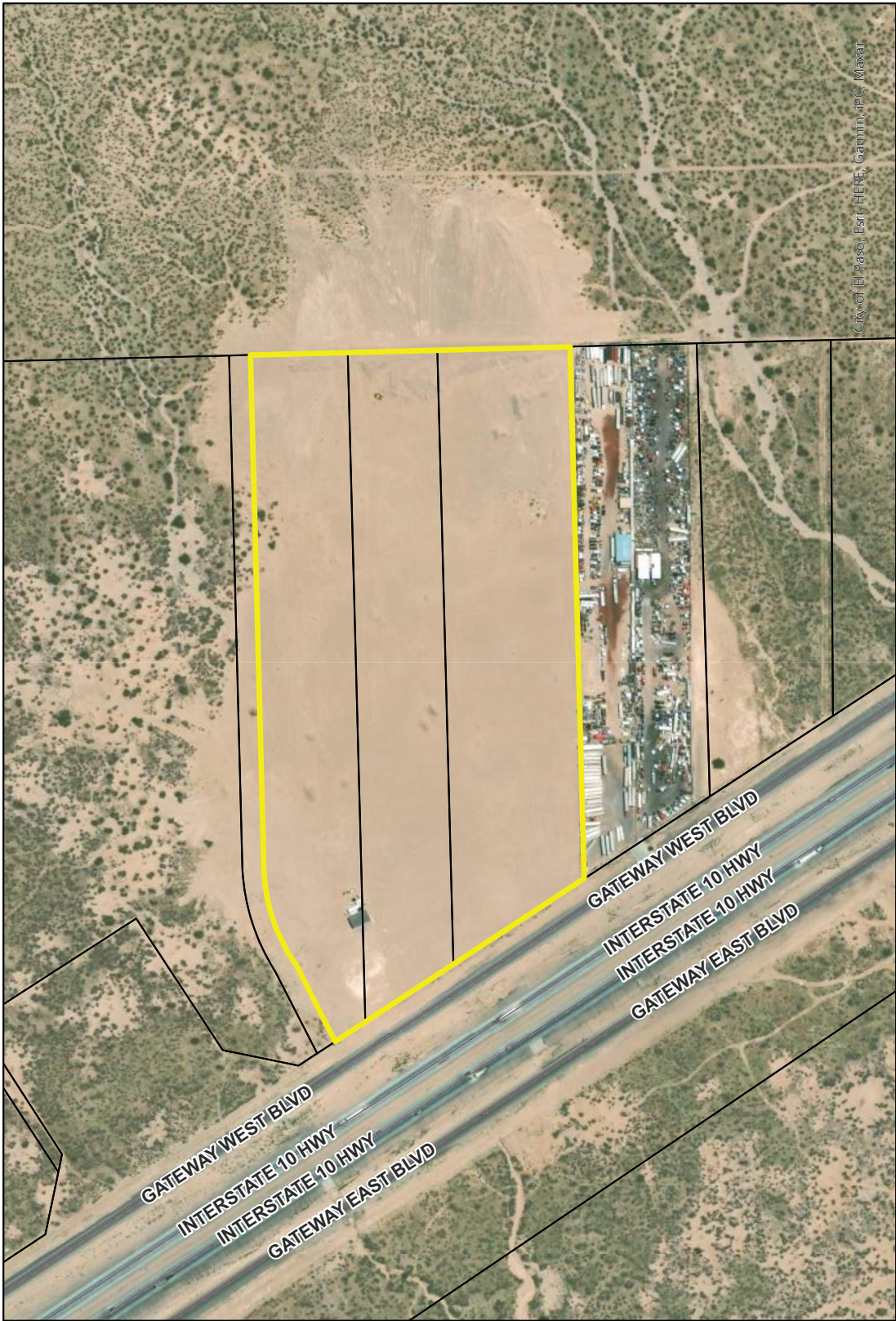
View of property from Gateway West Blvd.





# AERIAL IMAGE

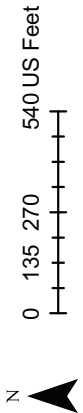
N.I.T. Industrial - Gateway West Blvd.



City of El Paso, Esq. HERE, Gamma, JPC, Maxwell



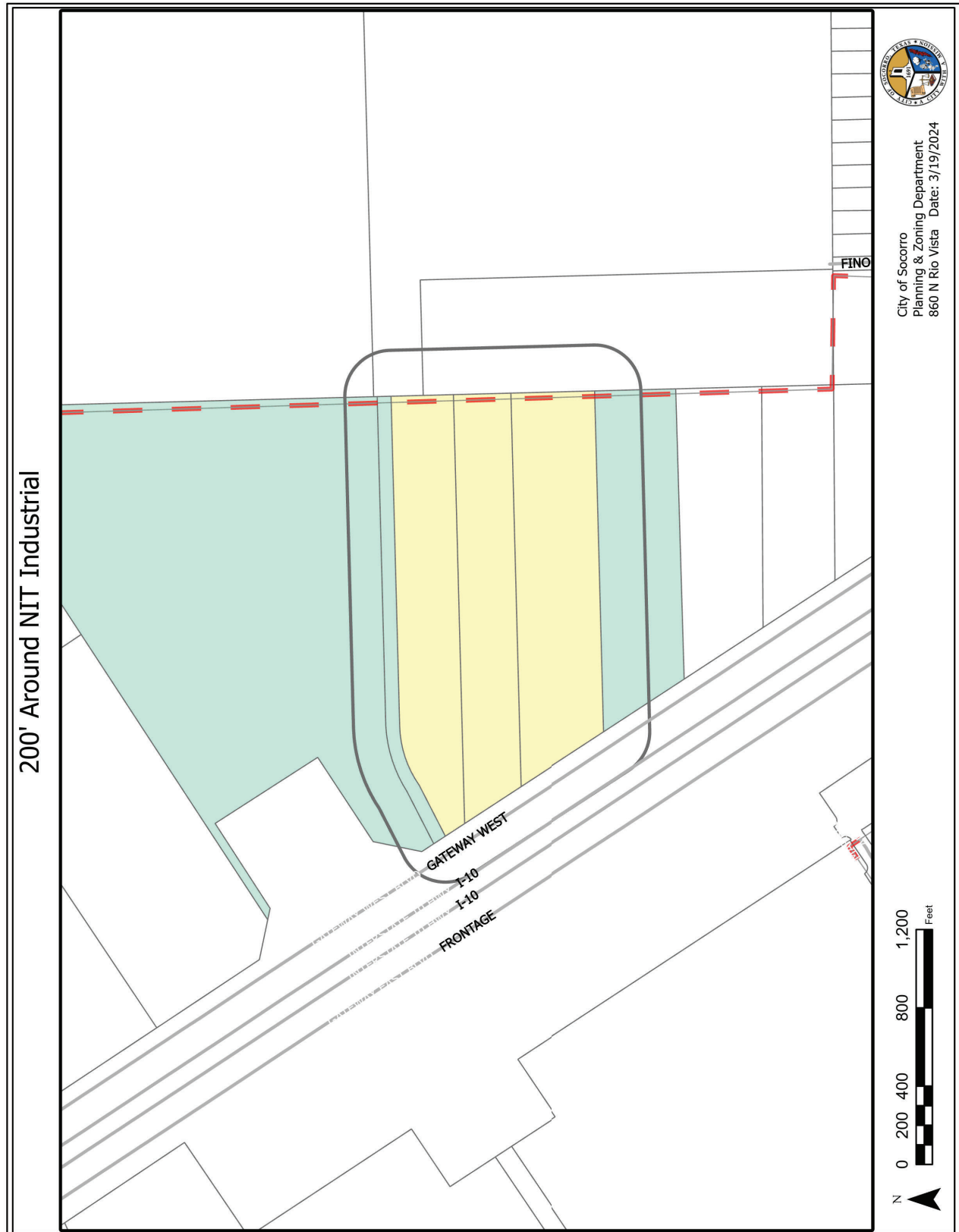
City of Socorro  
Planning & Zoning  
860 N. Rio Vista Rd.  
Socorro, TX 79927





# PUBLIC NOTICE MAP

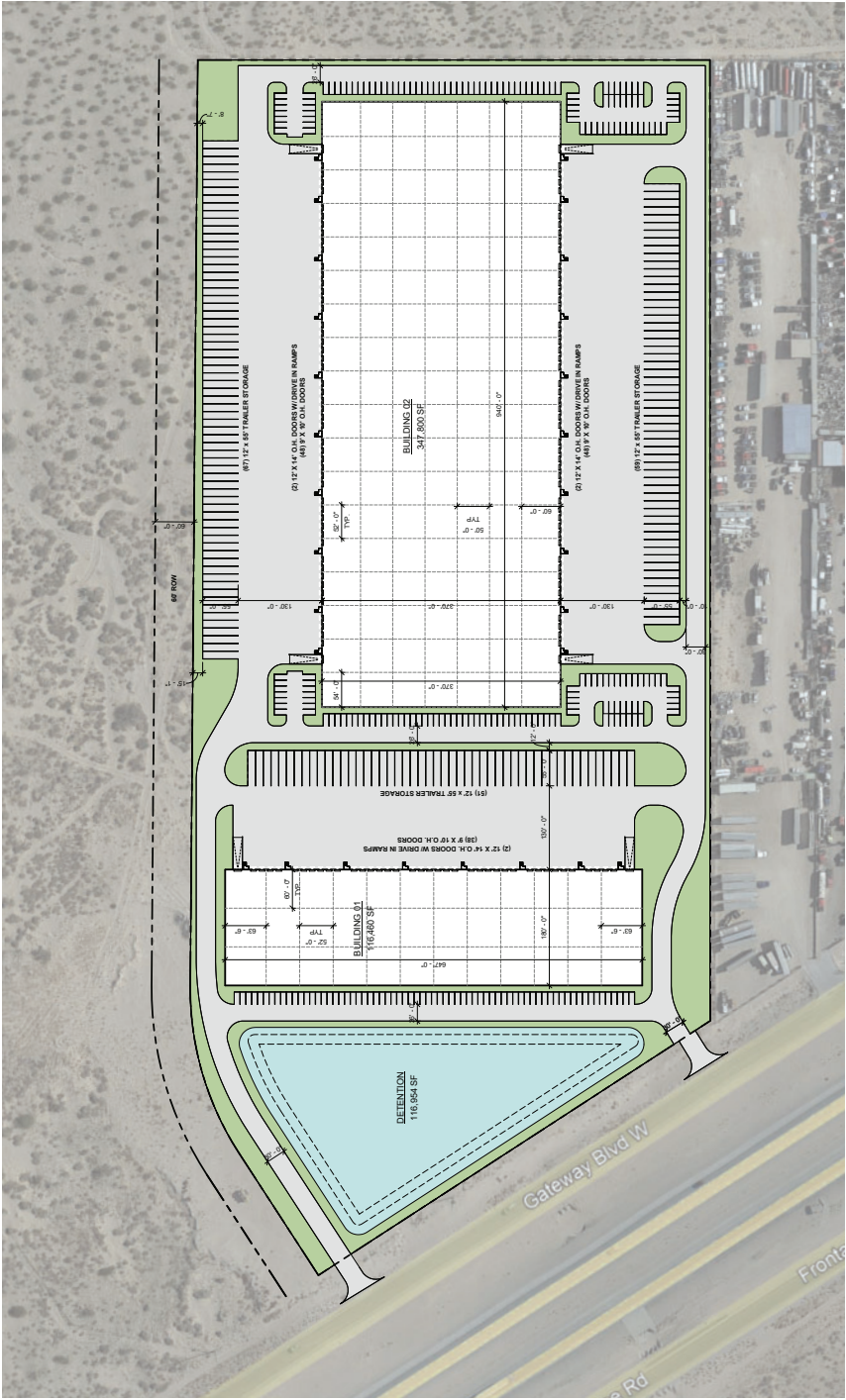
- No correspondence received for the rezoning request.





# DEVELOPMENT PLAN

SITE		SF		BUILDING		SITE COVERAGE		PARKING		SITE INFORMATION	
TYPE	AREA	AREA (SF)		TYPE	AREA	TYPE	AREA	TYPE	SPACES	TYPE	AREA
SITE AREA	31.24 acres	1,360,042.09 sq ft		BUILDING 01	116,400 SF	SITE COVERAGE	33.0%	SURFACE PARKING	257	DETENTION	116,554 SF
TOTAL		1,360,042.09 sq ft		TOTAL	464,260 SF			TRAILER STORAGE	174	TOTAL DETENTION	84% DETENTION





**Goree**  
FABRICATORS • MANUFACTURERS • GENERAL

**EL PASO INDUSTRIAL I-10**  
a project of  
**NIT INDUSTRIAL**

**PRELIMINARY SITE PLAN**  
10/18/2023  
EL PASO, TEXAS

0 40 80 160 320

1



# El Paso 3 - 31 Acre Schedule

[illegible]



# T.I.A. (SUMMARY - PAGE 1 OF 3)



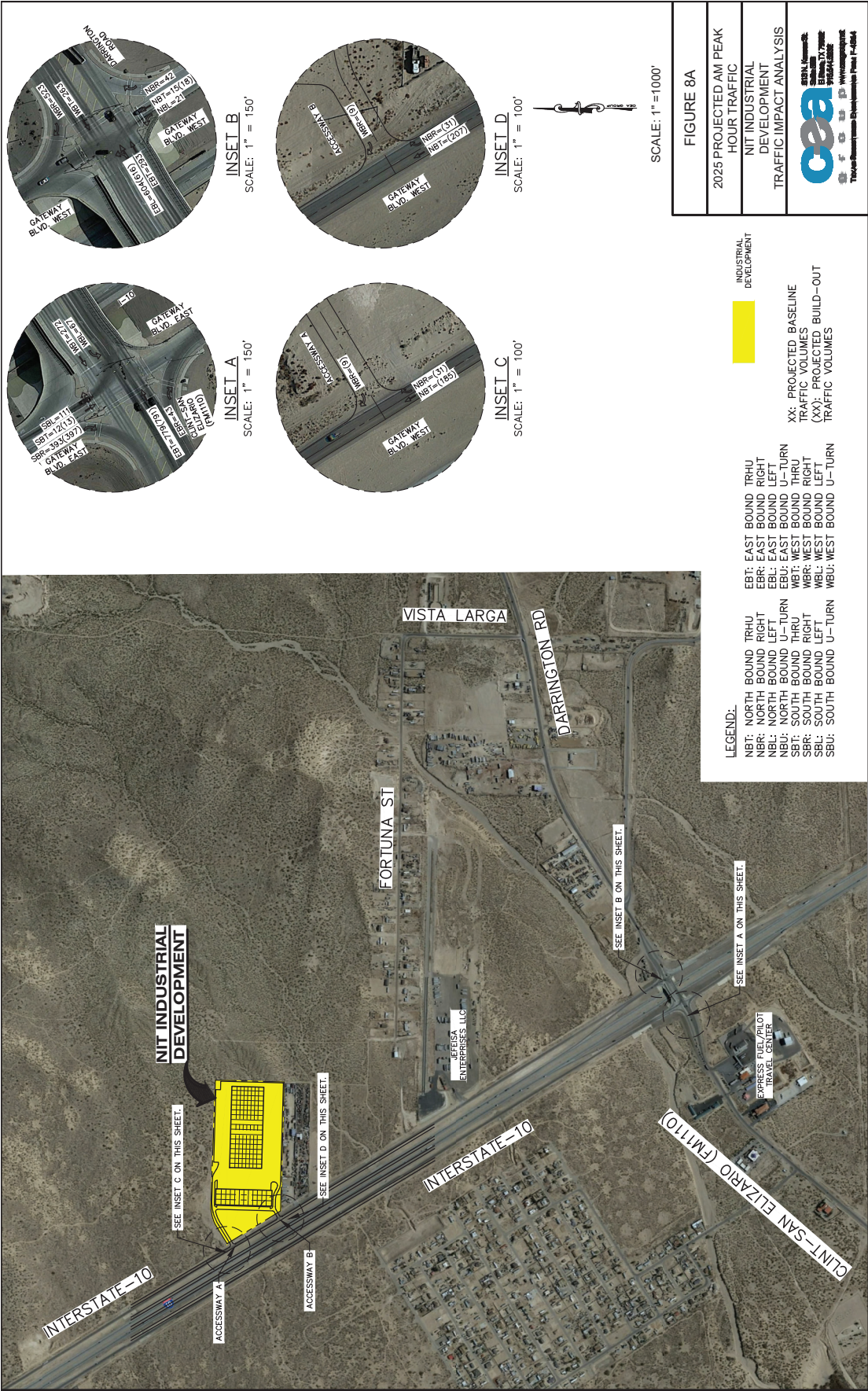


# T.I.A. (SUMMARY - PAGE 2 OF 3)





# T.I.A. (SUMMARY - PAGE 3 OF 3)







**CITY OF SOCORRO  
CITY COUNCIL MEETING  
MEETING DATE: MAY 16, 2024**

**PRELIMINARY AND FINAL PLAT APPLICATION  
STAFF REPORT**

**SUBJECT: INTRODUCTION AND FIRST CALLING FOR A PUBLIC HEARING OF AN ORDINANCE REQUESTING APPROVAL OF A PRELIMINARY AND FINAL PLAT WITH A WAIVER REQUEST FOR THE CARLOS H. TRUJILLO PLACE SUBDIVISION WITH THE CONDITION THAT THE FINAL PLAT NOTE THE REQUIREMENTS FOR BOTH REPORTS, TO WAIVE THE STORM WATER DRAINAGE PLAN AND SOILS REPORT.**

**NAME:** CARLOS H. TRUJILLO PLACE SUBDIVISION

**PROPERTY ADDRESS:** 300 PLACE RD.

**PROPERTY LEGAL DESCRIPTION:** TRACT 12E3, BLOCK 14, SOCORRO GRANT, SOCORRO, TX  
**PROPERTY OWNER:** CARLOS H. & AMPARO TRUJILLO  
**REPRESENTATIVE:** CARLOS M. JIMENEZ | CAD CONSULTING CO.  
**PROPERTY AREA:** 1.8942 ACRES  
**CURRENT ZONING:** A-1 (AGRICULTURAL)  
**CURRENT LAND USE:** RESIDENTIAL  
**FUTURE LAND USE MAP:** RURAL 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 Preliminary and Final Plat with a request to waive the Storm Water Drainage Plan and Soils Report for the Carlos H. Trujillo Place Subdivision.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the Preliminary and Final Plat for the Carlos H. Trujillo Place Subdivision and recommends **APPROVAL** of the waiver for the Soils Report only.

P&Z Commissioners voted to **APPROVE** the Preliminary and Final Plat for the Carlos H. Trujillo Place Subdivision and recommended to waive the Soils Report and Storm Water Drainage Plan with the condition that the final plat note the requirements for both reports due upon new improvements at their May 7, 2024 P&Z meeting.



**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large

**Cesar Nevarez**  
District 1



**Alejandro Garcia**  
District 2

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

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

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

**AN ORDINANCE APPROVING A PRELIMINARY AND FINAL PLAT AND WAIVER REQUEST FOR THE SOILS ANALYSIS AND STORM WATER DRAINAGE PLAN FOR THE CARLOS H. TRUJILLO PLACE SUBDIVISION, BEING A PORTION OF TRACT 12E3, BLOCK 14, SOCORRO GRANT, SOCORRO, TEXAS, WITH THE CONDITION THAT THE FINAL PLAT NOTE THE REQUIREMENTS FOR BOTH REPORTS TO WAIVE STORM WATER DRAINAGE PLAN AND SOILS REPORT.**

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

That the Carlos H. Trujillo Place Subdivision Being a portion of Tract 12E3, Block 14, Socorro Grant, Socorro, Texas has been granted Preliminary and Final Plat approval with a waiver request for the Soils Report and Storm Water Drainage Plan with the condition that the Final Plat note the requirements for both reports due upon new improvements 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

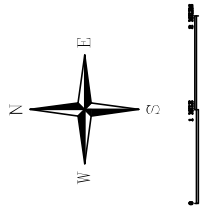
APPROVED AS TO FORM:

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

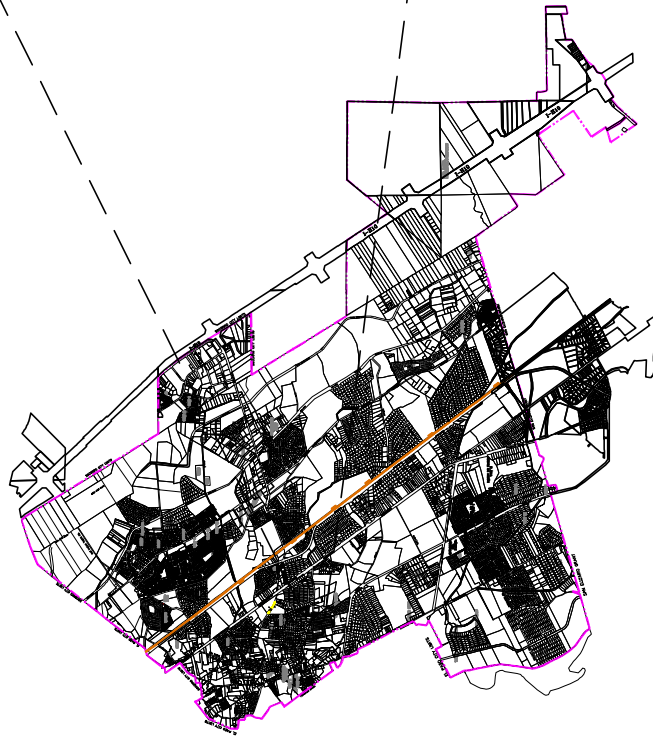
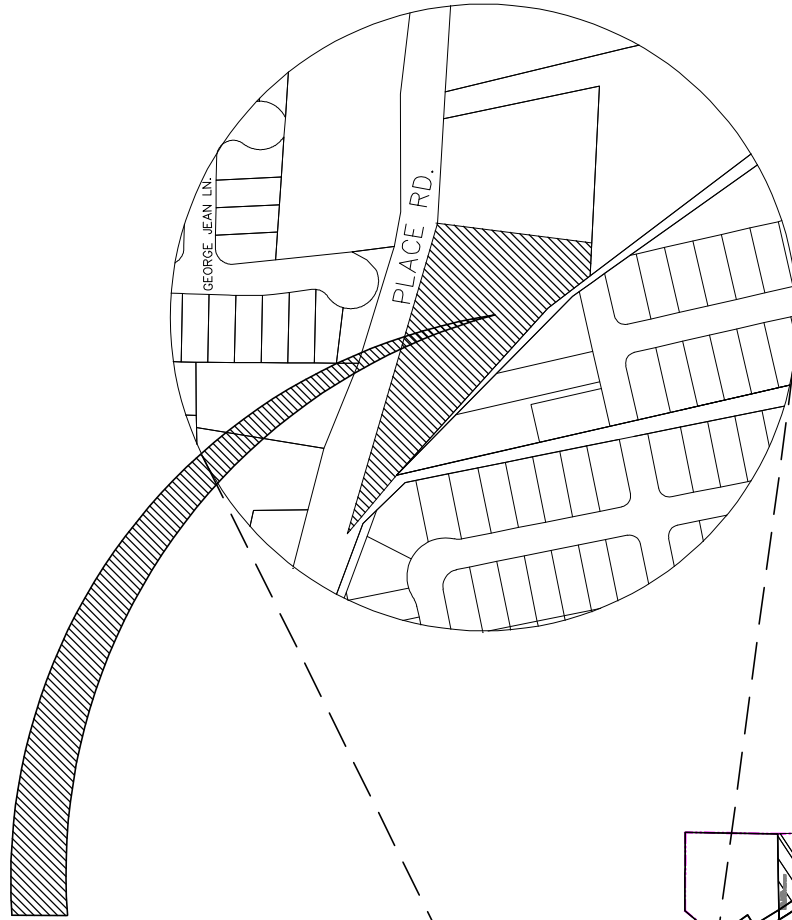
Introduction, First Reading and Calling for a Public Hearing: May 16, 2024  
Second Reading and Adoption: June 3, 2024



# LOCATION MAP



PROJECT SITE;  
300 Place Rd.  
Tract-12E3, Block-14  
Socorro Grant



CITY OF SOCORRO

## LOCATION MAP

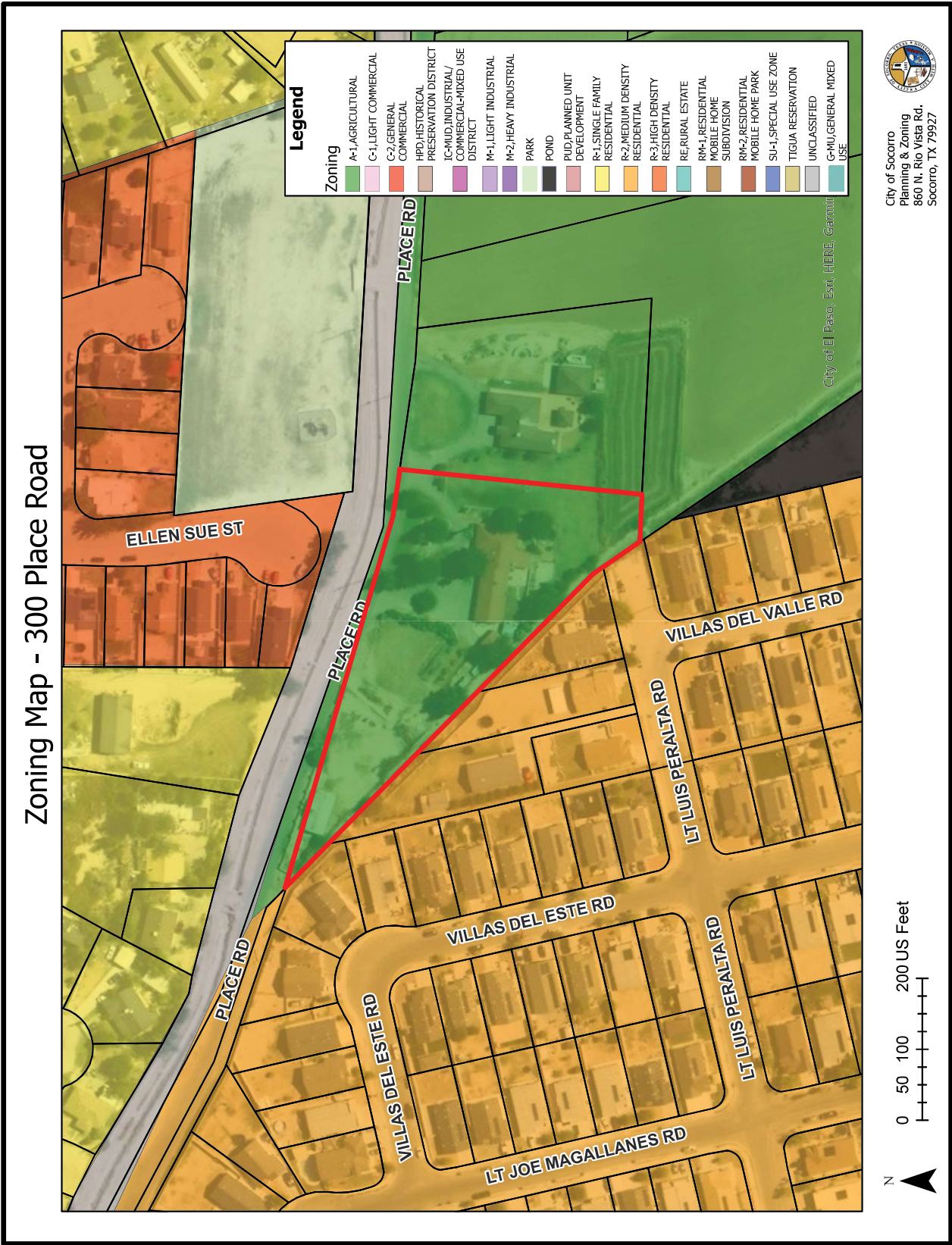
Scale: AS SHOWN

Planning and Zoning Department

800 N. Palo Verde Socorro, Texas 78797 Tel: (505) 975-2301 Fax: (505) 975-4079



# ZONING MAP





# SITE PICTURES



View of property from Place Road.





# AERIAL PHOTO





# WAIVER REQUEST



February 09, 2024

To: City of Socorro  
Attn: Jose D. Botello

This is a request for a waiver for the property at 300 Place Road (Carlos H. Trujillo Place) on the request from the City of Socorro Planning and Zoning Department comments regarding Storm Water Drainage Plan and Soils Analysis. Would like to waive the:

- Waive the Storm Water Drainage Plan since this property is already developed and no new development is being proposed.
- Waive the Soils Analysis since no new development is being proposed.

If you have any questions, please call me at 915-633-6422.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Enrique Ayala'.

Enrique Ayala  
CAD Consulting Co.



CARLOS H.  
TRUJILLO PLACE  
BEING A REPLANT TRACT 1253, BLOCK 14  
SOCORRO GRANT  
CITY OF SOCORRO, EL PASO COUNTY, TEXAS  
CONTAINING:  
82.513 92 SQ. FT. OR 1.8942 ACRES ±  
PRELIMINARY

LEGEND	
pw	= PAVEMENT
ng	= NATURAL GROUND
exp	= EDGE OF PAVEMENT
dlf	= CHAIN LINK FENCE
ccrc	= CONCRETE
rw	= ROCK WALL
d	= CENTERLINE STREET
mh	= MANHOLE
tpu 40	= POWER POLE
—	= OVERHEAD ELECTRIC
—	= FENCE
wm	= WATER METER

**OWNER/DEVELOPER:**  
CARLOS H. TRUJILLO  
AMPARO TRUJILLO  
300 PLACE ROAD  
SOCORRO, TEXAS 79927  
PHONE: (915) 820-7415

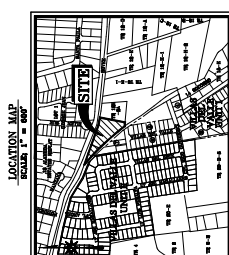
**SURVEYOR:**  
**CAD CONSULTING CO.**  
**CARLOS M. JIMENEZ**  
**1790 N. LEE TREVINO**  
**EL PASO, TEXAS 79936**  
**PHONE: (915) 833-6422**

**CD CONSULTING COMPANY**  
1790 LEB TRAVINO DRIVE SUITE 309  
EL PASO, TEXAS 79906  
TEL(915) 633-6422 FAX(915) 633-6424

009# CARLOS H, TRUJILLO PLACE EA DATE OF PREPARATION: 12/18/2023  
REVISED DATE: 04-18-24

BRANCH MARK:  
ROUND CITY MONUMENT AT INTERSECTION  
OF LUIS PERALTA RD. AND VILLAS DEL VALLE RD.  
BRANCH MARK ELEV. - 3068.69 (NAVD83)  
ONTOUR INTERVAL 1 FOOT  
ONTOUR LARBE. & ELEV.

NOTE: THE FOLLOWING INFORMATION IS SUBJECT TO THE FOLLOWING: THE COUNTY CLERK'S OFFICE WILL BE PROVIDING THE FOLLOWING INFORMATION TO THE COUNTY CLERK'S OFFICE. THE FOLLOWING INFORMATION IS SUBJECT TO THE FOLLOWING: THE COUNTY CLERK'S OFFICE WILL BE PROVIDING THE FOLLOWING INFORMATION TO THE COUNTY CLERK'S OFFICE.









*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:** May 30, 2024

**TO:** Mayor & Council

**CC:** Adriana Rodarte, City Manager

**FROM:** Lorraine Quimiro, City Planner Development Director

**SUBJECT: Discussion & Action to approve Public Highway At-Grade Crossing Agreement authorizing Mayor Avalos to sign a Public Highway At-Grade Crossing Agreement and payment to facilitate the reconstruction and widening at North Moon Road under the Railroad Federal Signal Program Improvements.**

**SUMMARY**

Union Pacific Rail Road (UPRR) has requested this agreement and fee in order to proceed with the Railroad Signal Improvements at the Union Pacific Railroad crossing at North Moon Road. The Public Highway At-Grade Crossing Agreement is to grant additional rights to the City of Socorro to facilitate the reconstruction and widening of North Moon Road at the Union Pacific Railway.

**BACKGROUND**

Jose Madrid, Transportation Engineer with TxDOT El Paso District worked with former City Planner to identify Railroad crossings in need of improvements. The railroad crossing at N. Moon Road was selected along with four other sites in the TxDOT El Paso District. When introduced the project was presented as having no cost to City of Socorro. However, the need for additional right-of-way did necessitate the agreement and fee per UPRR. TxDOT did inquire about covering the cost but determined that TxDOT Transportation funds could not cover this cost.

**STATEMENT OF THE ISSUE**

City Council needs to authorize the Mayor to sign the Public Highway At-Grade Crossing Agreement and make payment to UPRR in order for TxDOT to proceed with the the Railroad Federal Signal Program Improvements on N. Moon Rd. and the Union Pacific Railway.

**FINANCIAL IMPACT**

**\$24,000**

**ALTERNATIVE**

Denial

**STAFF RECOMMENDATION**

Approval



**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: \_\_\_\_\_

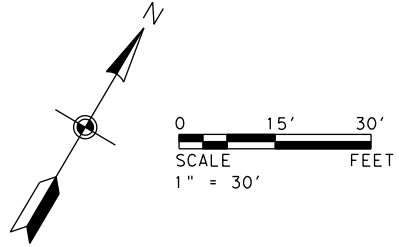
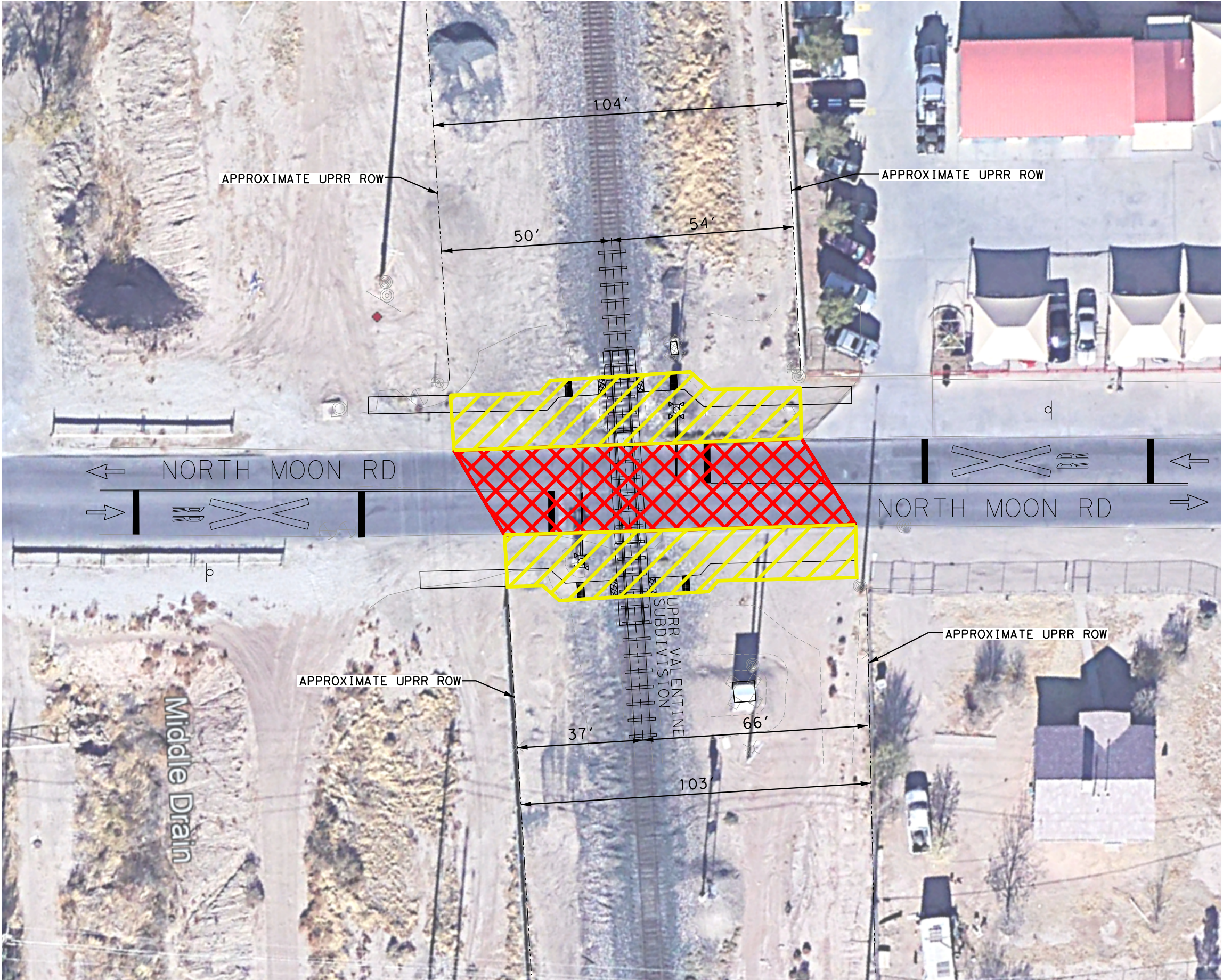
Title: \_\_\_\_\_





**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

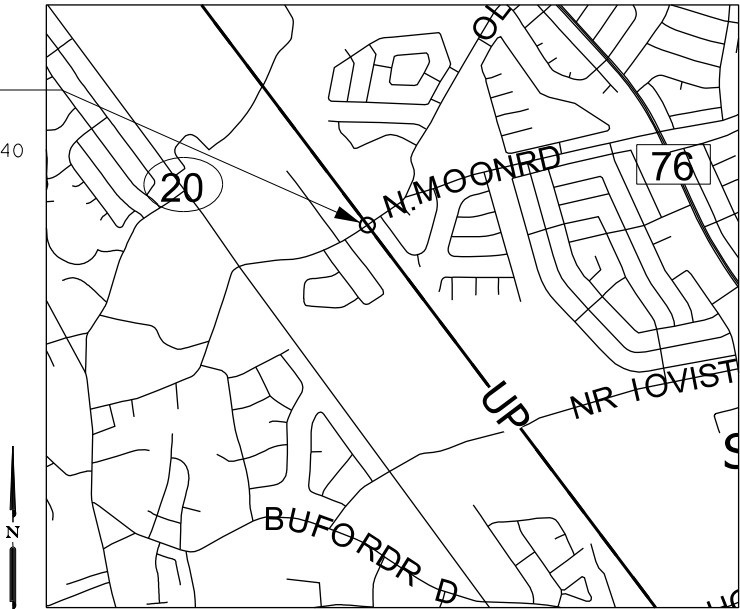
PLANS OF PROPOSED  
STATE HIGHWAY IMPROVEMENT

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.	FEDERAL AID or STATE PROJECT NO.		HIGHWAY NO.
GRAPHICS VD	6			MOON RD
CHECK BMO	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SGK	TEXAS	ELP	EL PASO	1
	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

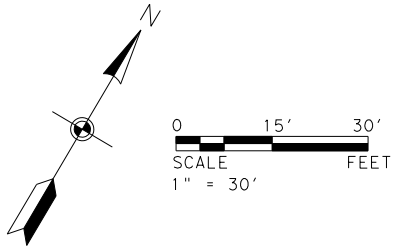
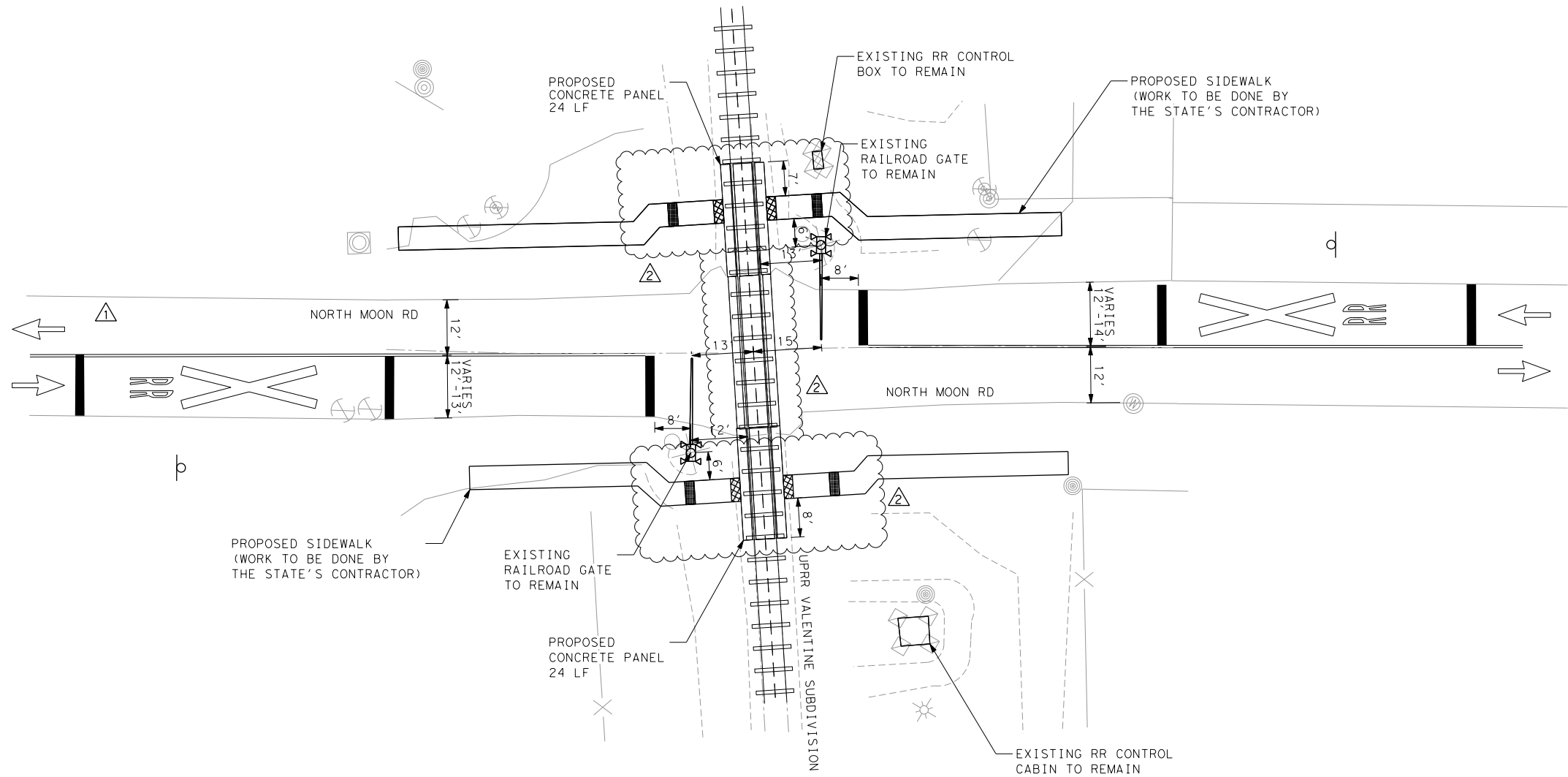
APPROVED  
FOR LETTING: 20

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



5/22/2023 8:53:21 AM

- G-GEN-001

BY SIGNATURE OF THE TITLE SHEET, THE LOCAL GOVERNMENT AGREES TO:

- |   |                      |                         |         |                |              |
|---|----------------------|-------------------------|---------|----------------|--------------|
|   |                      |                         |         |                |              |
|   |                      |                         |         |                |              |
|   |                      |                         |         |                |              |
|   |                      |                         |         |                |              |
|   |                      |                         |         |                |              |
| NO.   | REVISIONS            | BY                      | DATE    |                |              |
| <div style="text-align: center;">  <p><i>Blanca M. Obregon</i></p> <p>5/22/2023<br/>TEXAS REGISTERED ENGINEERING FIRM F-3557</p> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <h1>TRANSYSTEMS</h1> <p>2777 ALLEN PARKWAY,<br/>SUITE 500<br/>HOUSTON, TX 77019<br/>(713) 807-0600</p> </div> <div style="text-align: center;">  <p>Texas Department of Transportation<br/>© 2023</p> </div> </div> |                      |                         |         |                |              |
| <h2>GENERAL NOTES</h2>  |                      |                         |         |                |              |
| DESIGN<br>SGK   | FED. RD.<br>DIV. NO. | FEDERAL AID PROJECT NO. |         | HIGHWAY<br>NO. |              |
| GRAPHICS  | 6                    | SEE TITLE SHEET         |         | MOON RD        |              |
| VD  | STATE                | DISTRICT                | COUNTY  |                | SHEET<br>NO. |
| CHECK<br>SGK  | TEXAS                | ELP                     | EL PASO |                | 3            |
| CHECK   | CONTROL              | SECTION                 | JOB     |                |              |
| BMO   | 0924                 | 06                      | 671     |                |              |



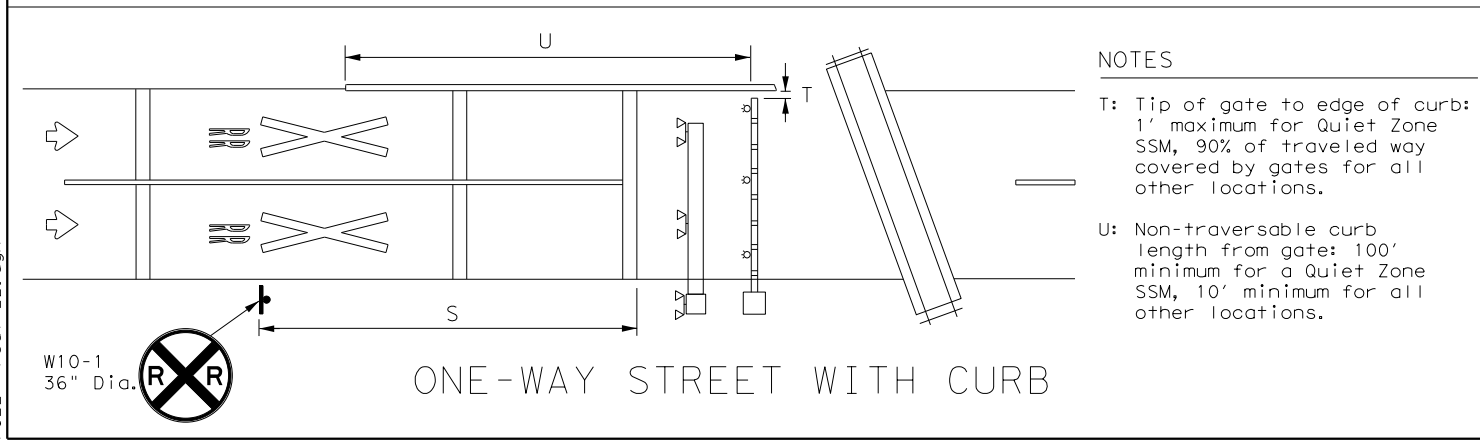
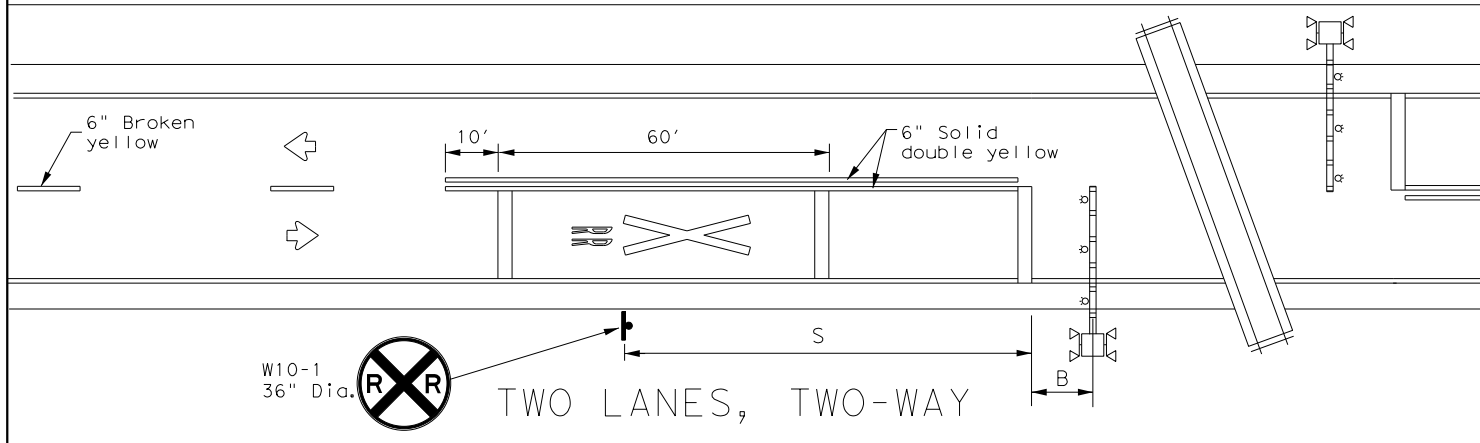
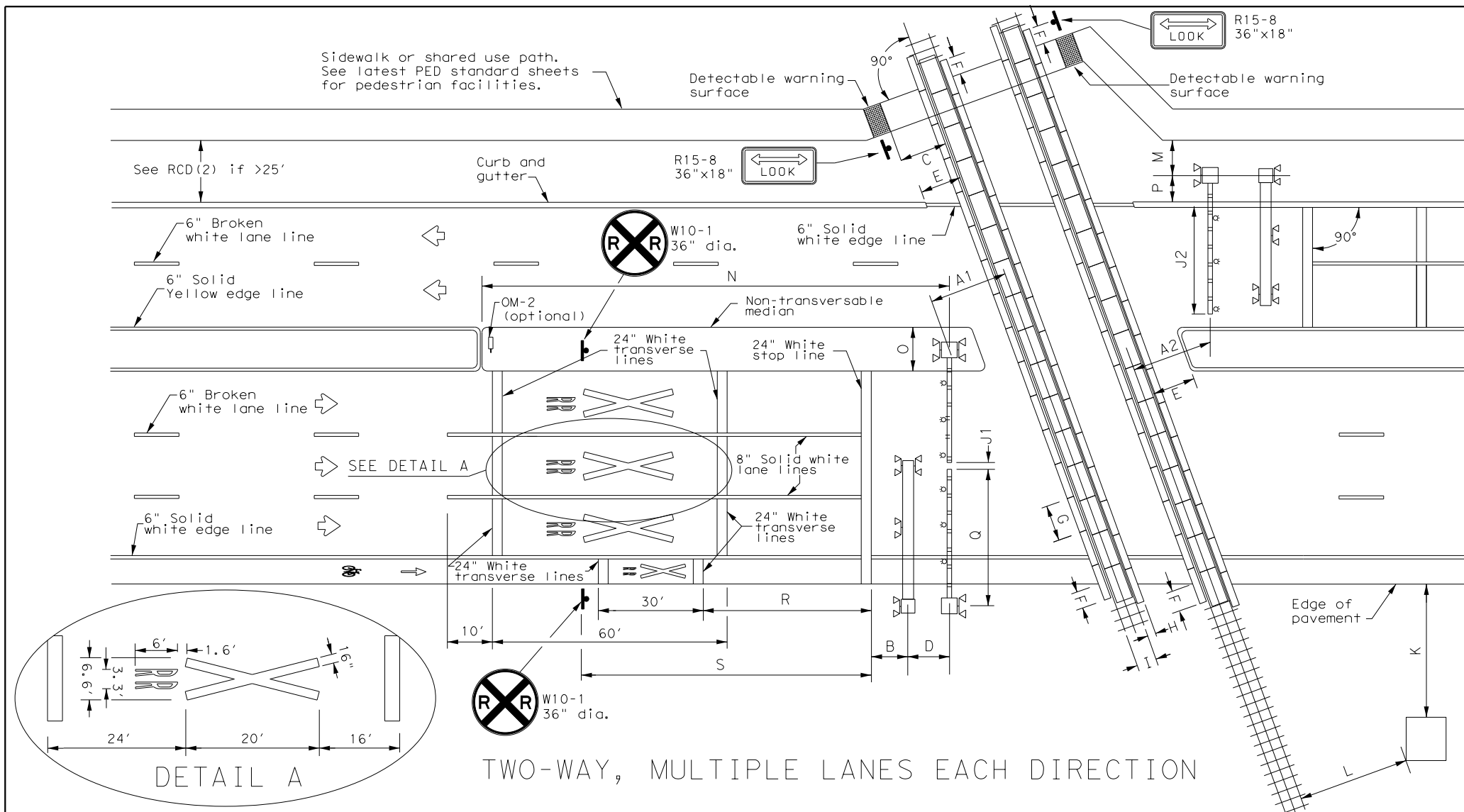
SUMMARY OF QUANTITIES	
ITEM NO	5104
DESC CODE	6013
LOCATIONS	INSTALL ROAD CROSS CONC PANEL
	LF
N. MOON RD (764 225P)	48
TOTALS	48

2





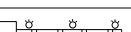

2	REMOVED SIGNS & PVMT MRKS	VD	5/19/2023
1	REMOVED CIVIL WORK	VD	2/17/2023
NO.	REVISIONS	BY	DATE



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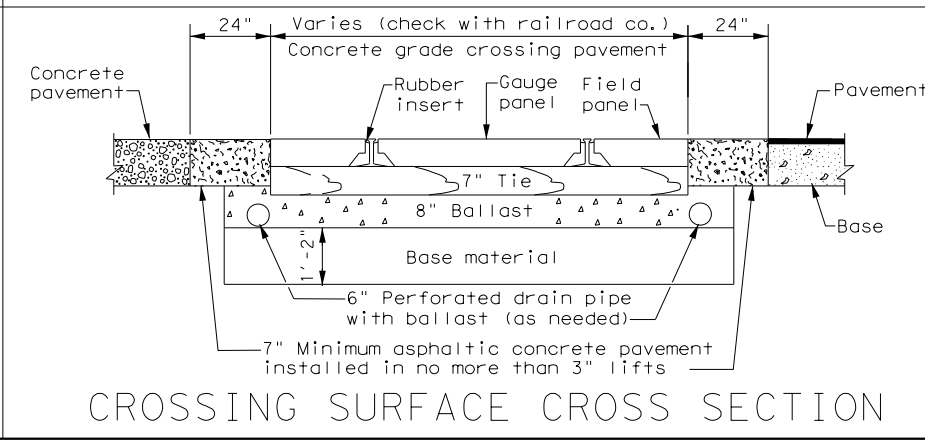



Approach Speed (mph)	Desirable Placement (feet)
20	100
25	100
30	100
35	100
40	125
45	175
50	250
55	325
60	400
65	475
70	550
75	650

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.

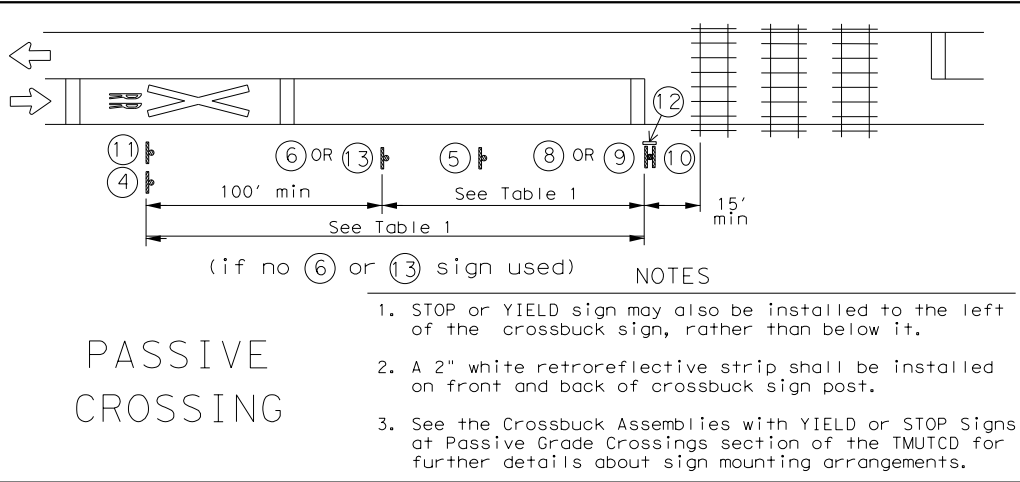


 <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">Texas Department of Transportation</p>	<p style="font-size: 0.8em; font-weight: bold; margin: 0;">Traffic Safety Division Standard</p>			
<h1 style="margin: 0;">RAILROAD CROSSING DETAILS SIGNING, STRIPING, AND DEVICE PLACEMENT</h1> <h2 style="margin: 0;">RCD(1) - 22</h2>				
FILE: rcd1-22.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CS: TxDOT
© TxDOT November 2022  REVISIONS  2-16 11-22	CONT	SECT	JOB	HIGHWAY
	0924	06	671	MOON RD
	DIST	COUNTY		SHEET NO.
	ELP	EL PASO		5



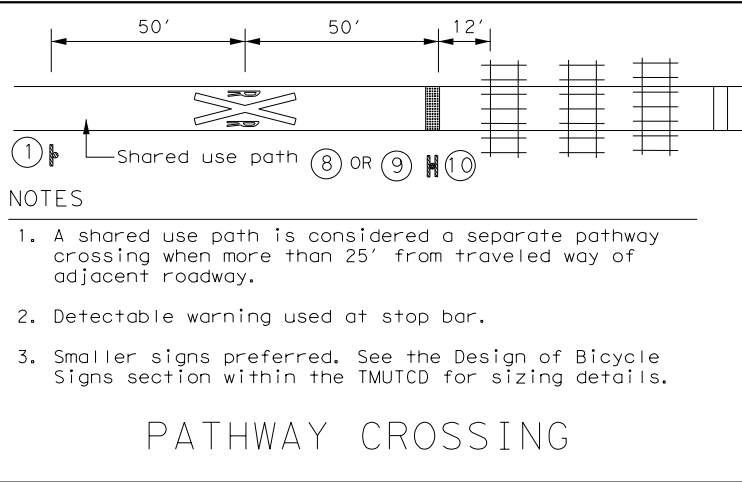
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FILE: rcd2-22.dgn



## PASSIVE CROSSING

- NOTES
1. STOP or YIELD sign may also be installed to the left of the crossbuck sign, rather than below it.
  2. A 2" white retroreflective strip shall be installed on front and back of crossbuck sign post.
  3. See the Crossbuck Assemblies with YIELD or STOP Signs at Passive Grade Crossings section of the TMUTCD for further details about sign mounting arrangements.

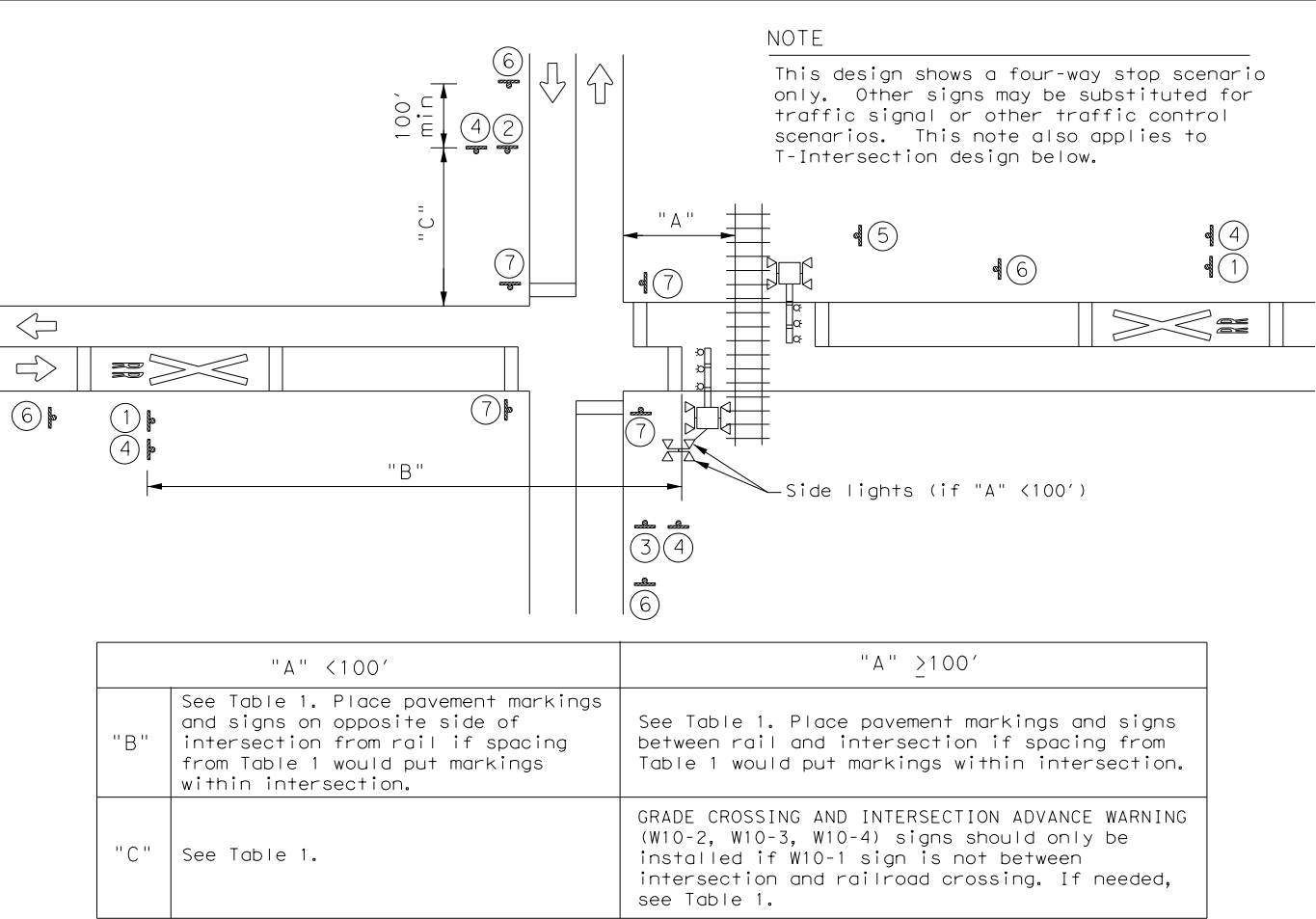


## PATHWAY CROSSING

- NOTES
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.

TABLE 1	
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

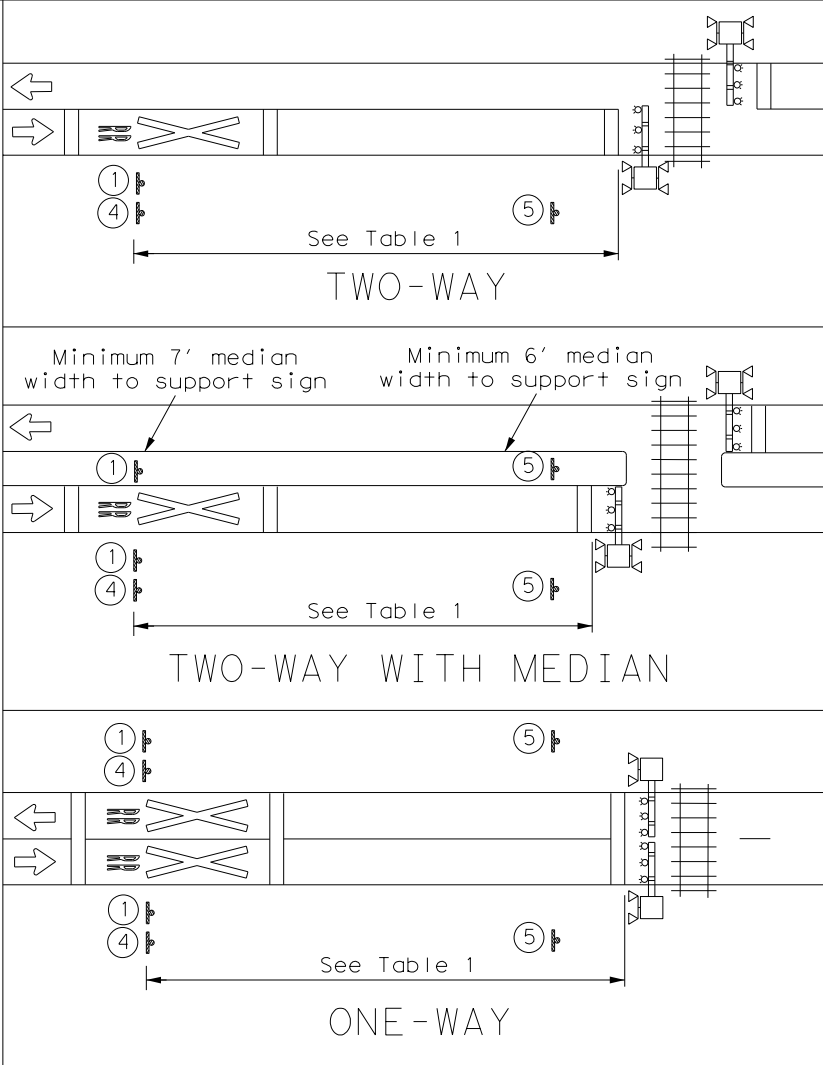
- GENERAL NOTES
1. Railroad company to provide active traffic control devices, CROSSBUCK (R15-1), NUMBER OF TRACKS (R15-2P) plaque (if more than 1 track), and EMERGENCY NOTIFICATION (I-13) signs.
  2. LOW GROUND CLEARANCE (W10-5) signs may be relocated further upstream of crossing to provide advance 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 TMUTCD.
  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.



NOTE  
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.

"A" <100'		"A" ≥100'	
"B"	See Table 1. Place pavement markings and signs on opposite side of intersection from rail if spacing from Table 1 would put markings within intersection.	See Table 1. Place pavement markings and signs between rail and intersection if spacing from Table 1 would put markings within intersection.	
"C"	See Table 1.	GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-2, W10-3, W10-4) signs should only be installed if W10-1 sign is not between intersection and railroad crossing. If needed, see Table 1.	

## GRADE CROSSING NEAR A PARALLEL STREET

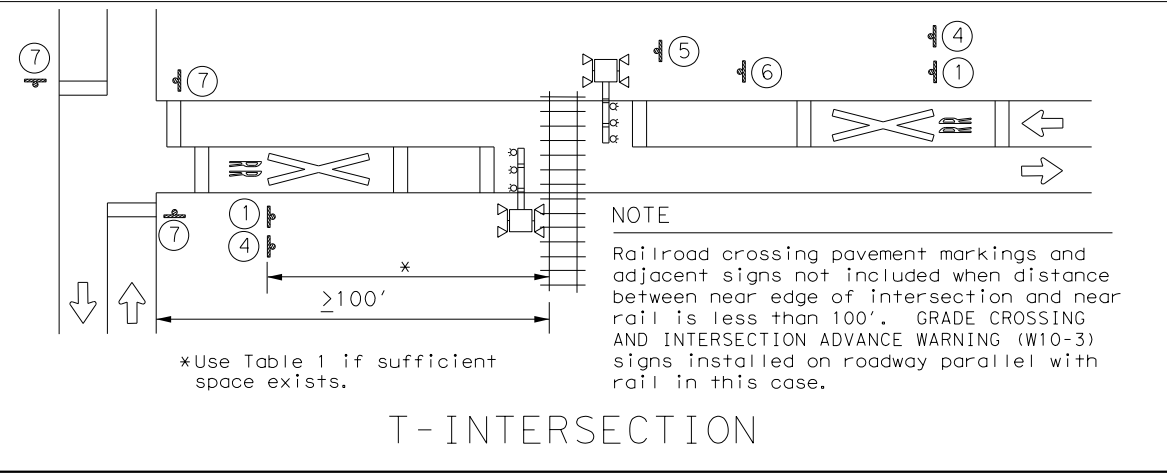


## TWO-WAY WITH MEDIAN

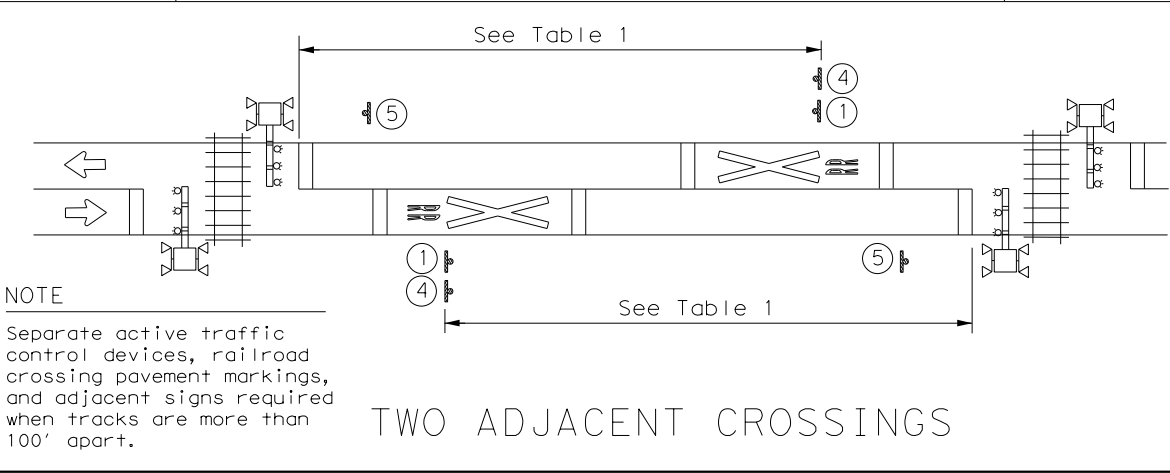
## ONE-WAY

SIGNS


\*\* 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.



## T-INTERSECTION



NOTE  
Separate active traffic control devices, railroad crossing pavement markings, and adjacent signs required when tracks are more than 100' apart.

## TWO ADJACENT CROSSINGS

Texas Department of Transportation

Traffic Safety Division Standard

### RAILROAD CROSSING DETAILS SIGNING & STRIPING

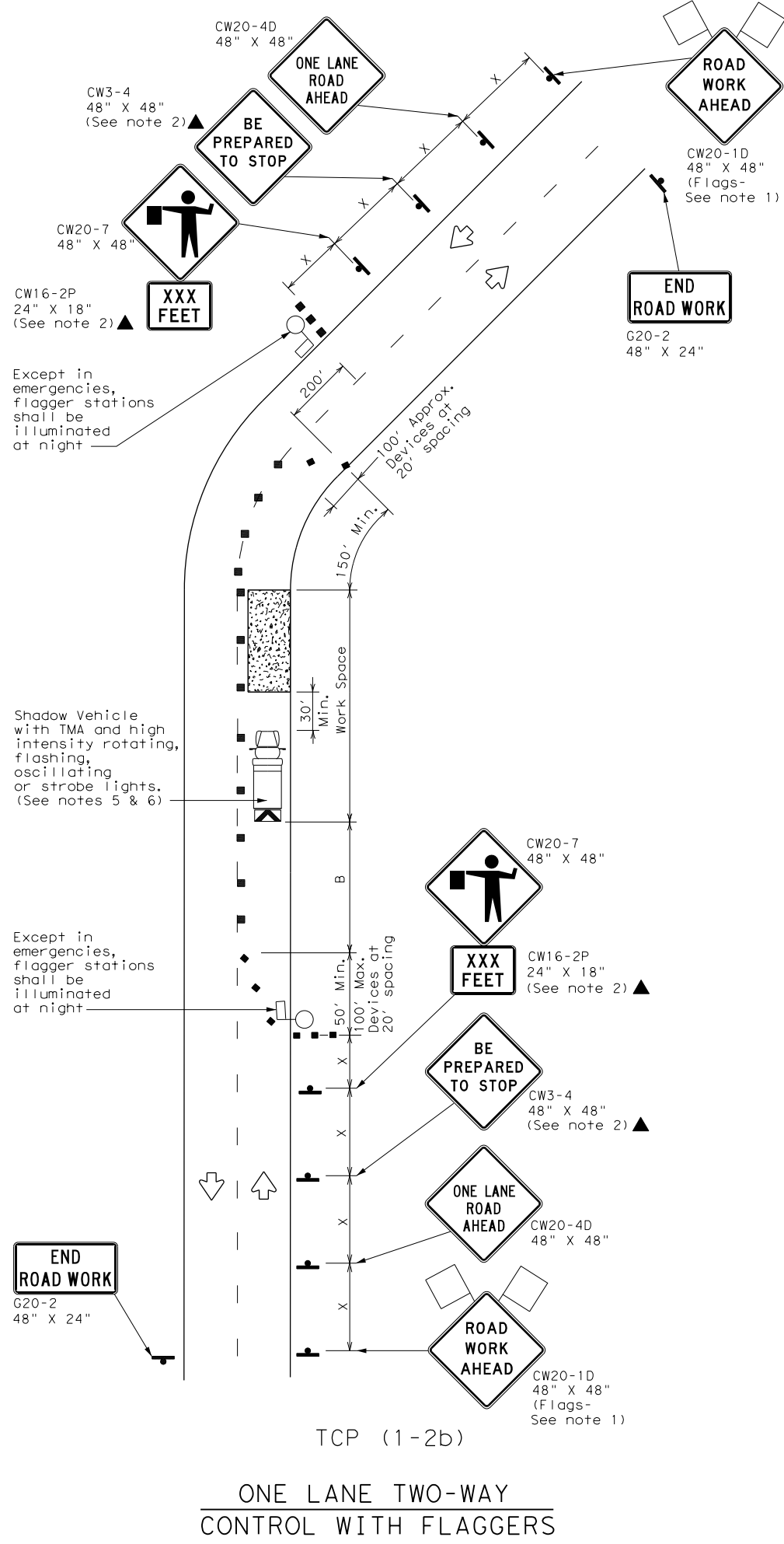
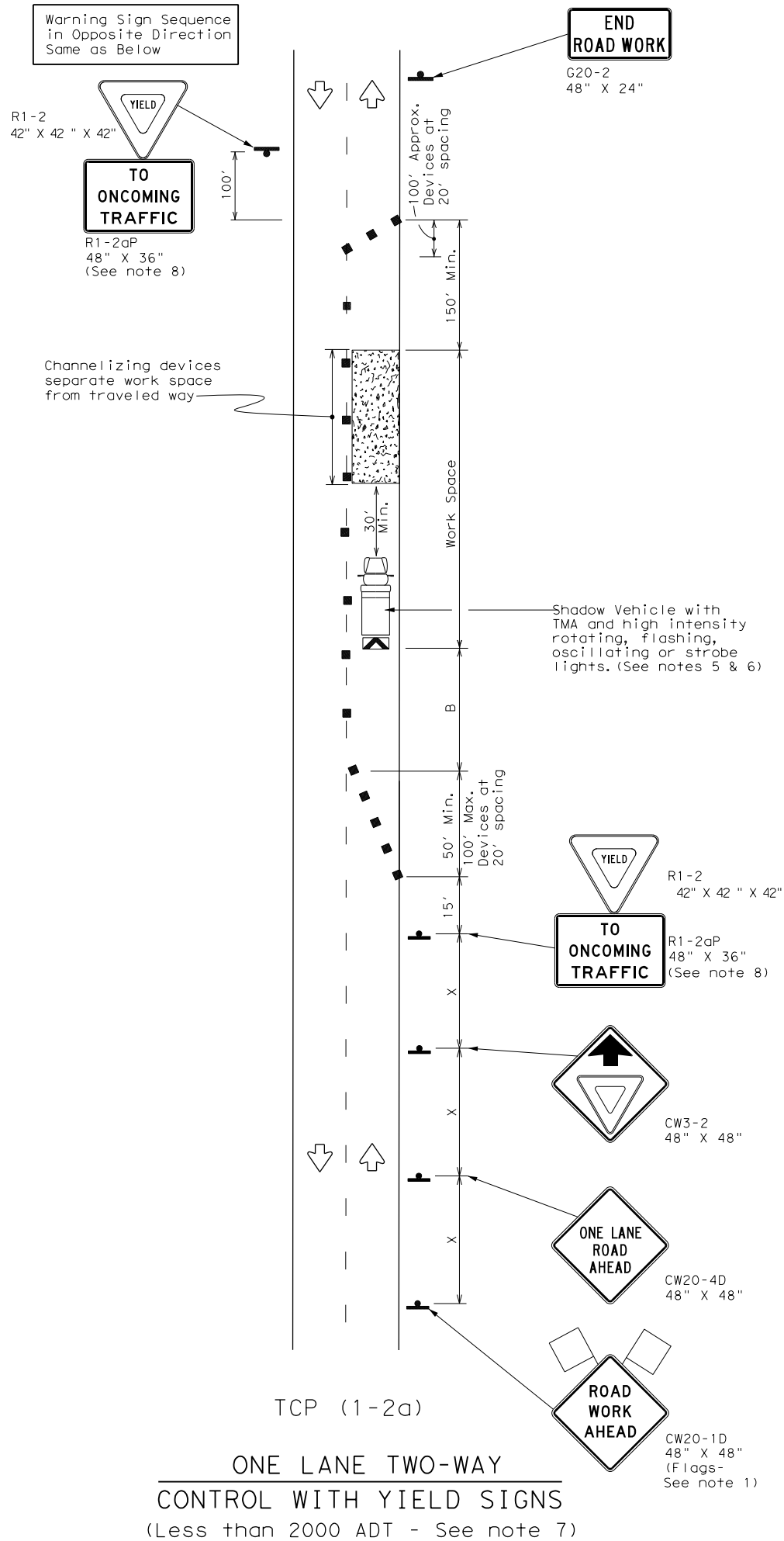
#### RCD(2) - 22

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



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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 *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		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	0924	06	671	MOON RD			
4-90 4-98	DIST		COUNTY	SHEET NO.			
2-94 2-12	ELP		EL PASO	7			
1-97 2-18							



**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](http://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"):

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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: \_\_\_\_\_



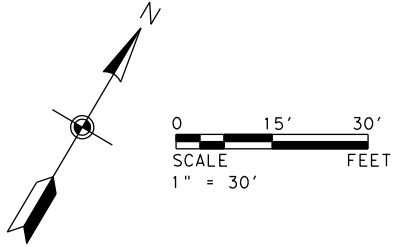
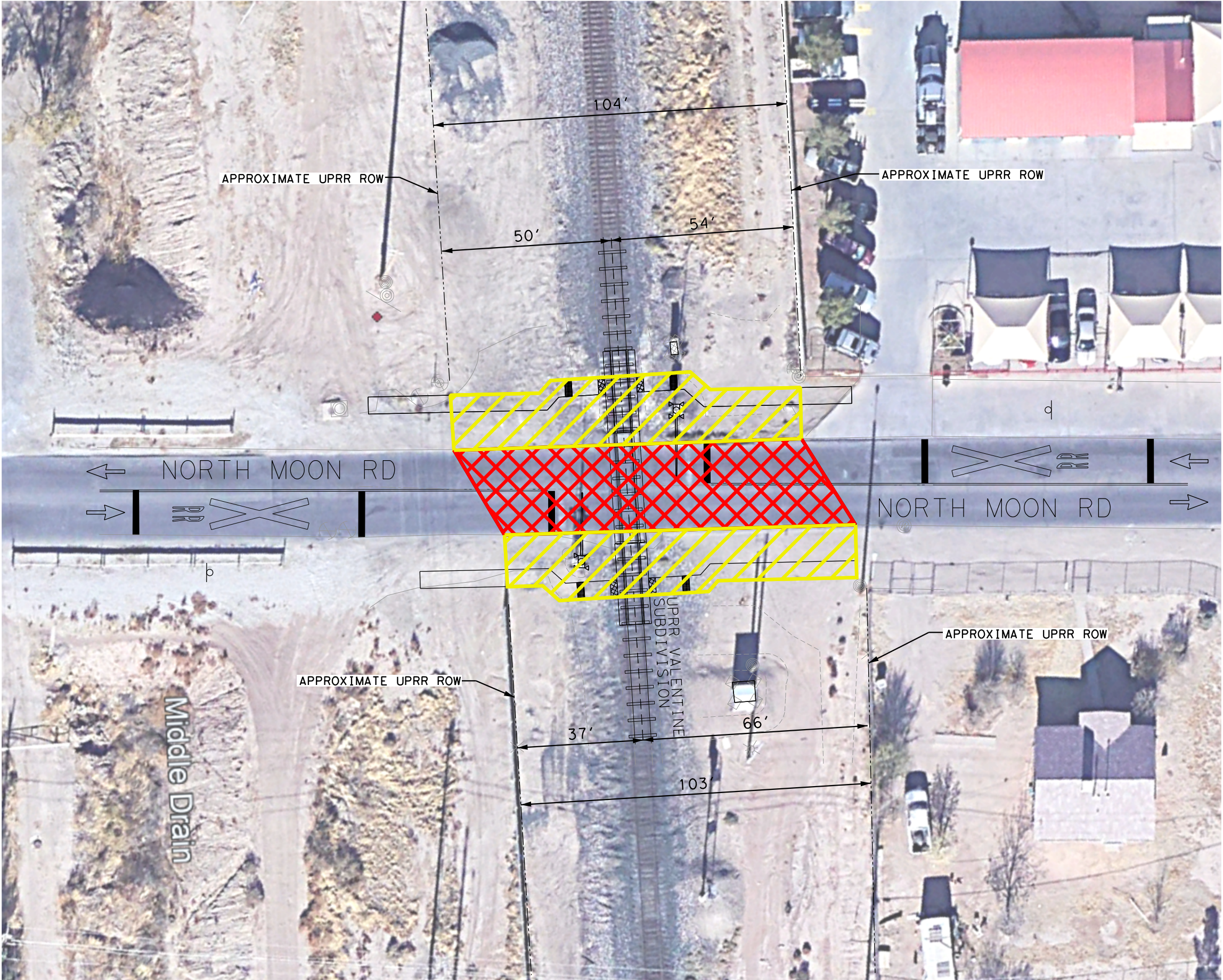
**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**



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

 *Texas Department of Transportation*  
© 2023

**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	SHEET NO.
VD	TEXAS	ELP	EL PASO	1
CHECK SGK	CONTROL	SECTION	JOB	
CHECK BMO	0924	06	671	



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is



paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. 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](http://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](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*  
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

May 31, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action on ratifying and approving engaging with Pena, Briones, McDaniel, and CO. for consulting and accounting services to the City of Socorro and authorize the City Manager or her designee to execute agreement.**

**SUMMARY**

Scope of Service:

1. Maintenance of financial records including but not limited to:
  - a. Recording of financial transactions
  - b. Reconciliation of bank statements
  - c. Accounts payable and receivable management
  - d. Preparation and presentation of financial information as needed.
  - e. General ledger maintenance
2. Budgeting and Forecasting:
  - a. Assist in the development and modification of budgets.
3. Compliance and Regulatory Oversight Assistance:
  - a. Assist the City with appropriate laws and regulations.
  - b. Assist the City with its annual audit.
  - c. Assist the City with grant compliance and other regulatory matters as needed.

**STATEMENT OF THE ISSUE**

Please see attached agreement

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): General Fund / 05520/ 15 (Finance)**

**Funding Source: General Fund**

**Amount: \$50,000.00 – 80,000.00**



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

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

**ALTERNATIVE**

Deny agreement.

**STAFF RECOMMENDATION**

Staff recommends approval.

**REQUIRED AUTHORIZATION**

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



**PEÑA BRIONES MCDANIEL & CO.**  
CERTIFIED PUBLIC ACCOUNTANTS  
A PROFESSIONAL CORPORATION

Rene D. Peña, CPA  
Melisa Cota Guevara, CPA  
April R. Samaniego, CPA  
Jesus Enriquez, CPA

MEMBERS OF AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

4171 N. Mesa, Suite B100  
El Paso, Texas 79902-1498  
Phone: 915-542-1733  
Fax: 915-544-5440

<http://www.cpaelpaso.com>  
E-mail: [cpa@cpaelpaso.com](mailto:cpa@cpaelpaso.com)

**May 20, 2024**

**City Council and  
City Manager**

**City of Socorro, Texas  
124 S. Horizon Blvd  
Socorro, TX 79927**

**We are pleased to extend this engagement letter to outline the terms and scope of our proposed consulting services to the City of Socorro, Texas (the City). We will provide accounting and consulting services to the City.**

**Scope of Services:**

- 1. Maintenance of financial records including but not limited to:**
  - a. Recording of financial transactions**
  - b. Reconciliation of bank statements**
  - c. Accounts payable and receivable management**
  - d. Preparation and presentation of financial information as needed.**
  - e. General ledger maintenance**
- 2. Budgeting and Forecasting:**
  - a. Assist in the development and modification of budgets.**
- 3. Compliance and Regulatory Oversight Assistance:**
  - a. Assist the City with appropriate laws and regulations.**
  - b. Assist the City with its annual audit.**
  - c. Assist the City with grant compliance and other regulatory matters as needed.**



**Terms of Engagement:**

**1. Duration:**

- a. This engagement shall commence on May 20, 2024 and continue until terminated by either party with 30-day prior written notice.

**2. Fees:**

- a. Our fees for our consulting services will be based on our standard hourly rates. We estimate that the average hourly rate will be approximately \$120. We will invoice monthly and are subject to adjustment based on the scope of services provided.

**3. Ownership of Records:**

- a. All books, records, and documents prepared or maintained by us in the course of providing services to the City shall remain the property of the City and will be made available.

**4. Confidentiality:**

- a. We shall maintain the confidentiality of all information pertaining to the City and its financial affairs, in accordance with applicable laws and professional standards.

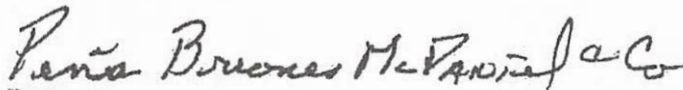
**5. Termination:**

- a. Either party may terminate this engagement upon written notice if the other party breaches any material term of this agreement.

Please review this engagement letter carefully, and if the terms are acceptable, kindly sign and return a copy for our records. Should you have any questions or require further clarification, do not hesitate to contact us.

Thank you for considering our consulting services for the City. We look forward to the opportunity to contribute to your financial success and the prosperity of the City.

Sincerely,



Peña Briones McDaniel & Co.

**RESPONSE:**

The letter correctly sets forth the understanding of the City of Socorro, Texas.

By: 

Title: City Manager



**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

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Adriana Rodarte**

**SUBJECT: Discussion and action to approve Camacho-Hernandez Work Authorization No. 4 and authorize City manager or her designee to execute Work Authorization No. 4.**

**SUMMARY**

**he Engineer will perform Engineering Phase Services consisting of Preliminary Engineering, PS&E and Construction Engineering for Phase IV and Phase V sidewalks in the City of Socorro. The responsibilities of the City and the Engineer are further detailed in Exhibit A, B and C which are attached and made part of this Work Authorization.**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: ARPA**

**Amount: \$ 315,987.89**

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

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

**ALTERNATIVE**

**Decline work order.**

**STAFF RECOMMENDATION**

**Ms. Rodarte recommends approval**



**REQUIRED AUTHORIZATION**

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



**WORK AUTHORIZATION NO. 4  
AGREEMENT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article V of that certain General Engineering Consulting Services Contract (the Agreement) entered into by and between the City of Socorro, Texas (City), and Camacho-Hernandez & Associates, LLC. (the Engineer).

**PART I.** The Engineer will perform Engineering Phase Services consisting of Preliminary Engineering, PS&E and Construction Engineering for Phase IV and Phase V sidewalks in the City of Socorro. The responsibilities of the City and the Engineer are further detailed in Exhibit A, B and C which are attached and made part of this Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is **\$ 315,987.89** and the method of payment is Specified Rate Basis as set forth in Attachment of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit C, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **December 31, 2026**, unless extended by a supplemental Work Authorization as provided in Attachment A, of the General Provisions, Article 1 of the Contract.

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

**PART VI.** The Engineer further agrees to adhere to all American Rescue Plan Act (ARPA) Contract Addendum clauses as described in Exhibit D, and as applicable to this Work Authorization.

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

**THE ENGINEER**

**THE CITY OF SOCORRO**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
John Hernandez

(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
President

(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
May 29, 2024

(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

Exhibit A	Services to be provided by the City
Exhibit B	Services to be provided by the Engineer
Exhibit C	Fee Schedule



**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE CITY**

1. The City shall provide approval of all proposed sidewalk locations in a timely manner.
2. The City shall physically drive and validate all proposed sidewalk locations and provide comment and/or recommendations.
3. The City shall review and approve all Bid Documents.
4. The City shall coordinate all advertisement and bid dates with the Engineer.
5. The City shall provide prompt review of all submittals; process monthly invoices and review monthly progress reports within ten (10) days of receiving such documents.
6. The City shall provide within three (5) business days of receiving request from Engineer on any required information or documents from the City as related to each Work Authorization.



**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

1. Research existing City maps, Master Sidewalk plan and existing sidewalk locations.
2. Propose various locations of sidewalks throughout the City.
3. Apportion proposed sidewalk locations equally among the 4 Districts.
4. Present final agreed upon Sidewalk locations at City Council meetings as directed by the City.
5. Perform preliminary engineering tasks such as ROW demarcation and horizontal alignments and prepare layouts for development of Plans, Specifications and Estimates (PS& E).
6. Perform Plans, Specifications and Estimates (PS& E) and Bid Documents for Phase IV and Phase V sidewalks. Each Phase will consist of an estimated construction cost of \$600k.
7. Submit preliminary PS&E to City for review and comment.
8. Make revisions as per City comments.
9. Prepare Final signed and sealed plans and Bid Docs for Phase IV and Phase V sidewalk plans.
10. Coordinate with City for advertisement dates and Bid dates.
11. The engineer shall be point of contact for all Bidder plans/docs submittals and shall respond to all contractor inquiries regarding the plans.
12. Perform construction engineering for Phase IV only including, but not limited to the following:
  - a. Visit project sidewalk locations during construction and monitor progress and project schedule.
  - b. Meet with contractor and City inspector, and provide recommendations concerning construction.
  - c. Provide TDLR inspection services.
  - d. Provide oversight for Control of Materials, including Buy America requirements.
  - e. Provide guidance on material specifications, including concrete and reinforcing steel.
  - f. Provide documentation of Final "As Built" quantities.
  - g. Develop change orders, if needed.
  - h. Provide "as built" plans and digital files for all work completed under this Work Authorization.



# EXHIBIT C - Fee Schedule

AMERICAN RESCUE PLAN ACT (ARPA)

## CITY OF SOCORRO

WA #4

City of Socorro  
Work Authorization No. 4

	MANHOURS							TOTAL LINE ITEM COST
	Principal	Project Manager	Senior Engineer	EIT II	Senior CAD	Admin / Clerical	TOTAL HOURS	
<b>CONTRACT RATE</b>	258.72	226.69	209.44	88.7	83.78	86.24		
<b>WORK AUTHORIZATION NO. 4</b>								
<b>Preliminary Engineering</b>								
Project Management (Prepare&Submit Invoices, Prgrs Rpts, Meetings, etc.)		5	5	8		23	41	\$ 4,873.77
Research Existing Data		2	15	40	52		109	\$ 11,499.54
Produce Preliminary Engineer Services (Estimates, Location Maps, Calculations, GIS, etc.)		20		190	200		410	\$ 38,142.80
<b>PS&amp;E</b>								
Produce Necessary Plans, Specs, Estimates & Bidding Documents	20	66	83	1274	1144	24	2611	\$ 248,437.34
<b>Construction Engineering Projects</b>								
Evaluate Construction / Bidding Issues		26		35			61	\$ 8,998.44
<b>SUB-TOTAL Hours</b>	20	119	103	1547	1396	47	3232	
<b>Total Labor Cost</b>	\$5,174.40	\$26,976.11	\$21,572.32	\$137,218.90	\$116,956.88	\$4,053.28		\$311,951.89
<b>Direct Expenses</b>								\$4,036.00
<b>GRAND TOTAL</b>								<b>\$315,987.89</b>



**Exhibit C  
Fee Schedule**

City of Socorro  
Work Authorization No. 4

<b>AMERICAN RESCUE PLAN ACT (ARPA)</b> <b>CITY OF SOCORRO</b> <b>Prime: Camacho-Hernandez &amp; Associates, LLC</b> <b>DIRECT EXPENSES</b>				
<b>Type</b>	<b>Unit</b>	<b>Quantity</b>	<b>Fixed Cost</b>	
Air Travel	Each	4	\$650.00	<b>\$2,600.00</b>
Lodging/Hotel	Night	6	\$96.00	<b>\$576.00</b>
Meals (Overnight stay required)	Day	10	\$59.00	<b>\$590.00</b>
Rental Car	Day	3	\$90.00	<b>\$270.00</b>
Parking	Day		\$25.00	<b>\$0.00</b>
Standard Postage (Letter)	Each		\$0.59	<b>\$0.00</b>
Overnight Express (Oversized Box)	Each		\$45.00	<b>\$0.00</b>
Courier Services	Each		\$45.00	<b>\$0.00</b>
Photocopies - B/W (8 1/2 X 11)	Each			<b>\$0.00</b>
Photocopies - B/W (11 X 17)	Each			<b>\$0.00</b>
Photocopies - Color (8 1/2 X 11)	Each			<b>\$0.00</b>
Photocopies - Color (11 X 17)	Each			<b>\$0.00</b>
Audio Visual Equipment Rental	Event			<b>\$0.00</b>
Plots (B/W on Bond)	LF			<b>\$0.00</b>
Court Reporter	Hour			<b>\$0.00</b>
Newspaper Advertisement	Each			<b>\$0.00</b>
Mileage	Miles			<b>\$0.00</b>
<b>TOTAL - DIRECT EXPENSES</b>				<b>\$4,036.00</b>

**Basis of Travel:**

Airfare - 1 person X 1 trips/mo X 36  
Hotel - 1 person X 1 trips/mo X 3 nights/trip X 36 mo.  
Meals - 1 person X 1 trips/mo X 4 meals/trip X 36 mo.  
Rental - 3 days/trip X 1 trips/mo X 36 mo.



## EXHIBIT D

### American Rescue Plan Act (ARPA) Contract Addendum

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Socorro by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Socorro, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

- 1. Equal Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

#### **Minority and Women Business Enterprises (if applicable to this Contract)**

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

#### **2. Suspension and Debarment.** (applies to all purchases.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR §



180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Socorro. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\***

**4. Access to Records.** (applies to all purchases.)

- a. The Contractor agrees to provide the City of Socorro, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- b. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**5. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or



laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7. Clean Air Act & Federal Water Pollution Control Act** (applies to purchases of more than \$150,000.)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Socorro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



**9. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**10. Procurement of Recovered Materials:** (applies only if the work involves the use of materials)

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

**12. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**13. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.



I \_\_\_\_\_ (name/title) of \_\_\_\_\_ (company name), have read and understand the contractor requirements for ARPA-funded contracts.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

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

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Title of person signing above)



**- This form is required only for Contracts, Grants, Loans, Transfers, or Direct Payments  
equal to or greater than \$50,000 -**

Subrecipient identifying and demographic information (e.g., UEI/TIN number and location)	
Award number (e.g., Award number, Contract number, Loan number)	
Award date, type, amount, and description	
Award payment method (reimbursable or lump sum payment(s))	
For loans, expiration date (date when loan expected to be paid in full)	
Primary place of performance	
Related project name(s)	
Related project identification number(s) (created by the recipient)	
Period of performance start date	
Period of performance end date	
Quarterly obligation amount	
Quarterly expenditure amount	
Project(s)	
Additional programmatic performance indicators for select Expenditure Categories	



**- This form is required only for purchases of more than \$100,000 -**

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING  
LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

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

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_



(Print title of person signing above)



*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: May 31, 2024**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and Action on amending job description for Grants Accounting Specialist to Grant Financial Analyst.**

**SUMMARY**

This action approves the amendment of the job description to better fit the department's needs.

**STATEMENT OF THE ISSUE**

Attract qualified applicants and be competitive with surrounding agencies.

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 001 / 05101 / 10**

**Funding Source: General Fund**

**Amount: \$10,000.00 – \$21,799.00**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

**Staff is recommending approval.**

**REQUIRED AUTHORIZATION**



1. City Manager \_\_\_\_\_ Date \_\_\_\_\_

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

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



## City of Socorro Job Description

<b>Job Title:</b> Grants Accounting Specialist I, II, III	<b>Department:</b> Grants
<b>FLSA Status:</b> Non-Exempt	<b>Salary:</b> \$17.00 - \$21.82
<b>Approved:</b> 09/01/2022	<b>Last Revised:</b> 09/01/2022

### Position Summary:

Under the direct supervision of the Grants Coordinator this position provides grant accounting support for the organization's Federal, State and private grant funding sources. Provides administrative and operational support tasks to Grants Coordinator and the Grants and Special Projects Department. Also, answers non-routine correspondence and assembles highly confidential and sensitive information. Deals with a diverse group of important external callers and visitors as well as internal contacts at all levels of the organization.

### Duties, Functions and Responsibilities:

- Gather the appropriate documentation to support all expenditures for a particular contract or grant agreement (payroll reports, invoices, *GIL* printouts, etc.)
- Prepare the contract billing report or invoice based on funding source guidelines.
- Ensure accuracy, completeness and conformance to standards defined within the department and funding source.
- Prepare semi-annual/annual closing reports for contracts/grants as well as other regulatory reports as needed.
- Prepare internal reports for program managers and directors to assist with proper and relevant decision making.
- Prepare journal entries and adjusting entries for monthly and year-end closings for program or grant activities to the general ledgers.
- Develop and implement proper keeping of financial records, making use of current technologies.
- Assist with annual Audit preparation as related to program and grants activities.
- Reviews, audits, analyzes, and reconciles all financial information and documents supporting grant-funded expenditures in the general ledger for compliance with applicable federal, state and County regulations, statutes and Generally Accepted Accounting Principles (GAAP).
- Analyzes various grantor specialized monthly revenue and expenditure reports and makes appropriate recommendations to ensure compliance with budgeted projections and grant provisions.
- Assists in preparing and monitoring departmental annual grant budgets; Compiles and analyzes financial data for preparation of various costing reports, and monthly or quarterly reports, to federal or state agencies for grant activities.
- Reviews, analyzes, balances, and reconciles accounting activities regarding grants for revenues, expenditures, and balance sheet accounts.
- Analyzes, determines, and prepares cash position, revenue, and expenditure projections.
- Prepares audit work sheets, schedules, reports and supporting documentation to be used during grant audits by federal or state agencies.
- Prepares and maintains documentation to support federal, state and City audit inspections of financial transactions including billing, funds draw down and correspondence.
- Supports departments with departmental program grant budget projections.
- Reviews contracts and agreements for compliance with grant provisions and applicable ordinances to support City requests for reimbursement.
- Monitors and ensures compliance with federal, state, local and special program reporting procedures for grant-specialized financial activities, such as the Office of Management and Budget's (OMB) directives and circulars, state, local and special program reporting procedures for grant financial activities.
- Compiles and analyzes data and prepares responses to questions from client departments, as well as the Finance Department, regarding financial statements and reports including contract and grant expenditures, status and terms.
- Provides auditors with support and documentation concerning accounting procedures relative to contracts and grants compliance and relevant to the given program's governing Code of Federal Regulations (CFRs) and with OMB circulars.
- Coordinates and monitors grant and contract activities and services, intra-and inter-departmentally, and with other governmental agencies, and responds to inquiries.
- Monitors grant sub-recipient financial activity for compliance with applicable regulations, policies, statutes, and City practices.



## **City of Socorro Job Description**

- Perform standard accounting and/or payroll documentation and processing related to accounts payable and receivable, may include those associated with a grant and/or contract. Involves: Ensure accuracy of records, receive documents, check for accuracy, route for timely payment, prepare reimbursement billing invoices and associated backup documentation, review grant refund claims and invoices for accuracy, and monitor grant-funded expenditures in automated grants management system.
- Maintain grant/contract records files, and monitor expenditures to include purchase orders, requisitions, invoices, refunds, receipts, and reimbursements.
- Verify availability of grant funds for purchases, record work orders, tag, log and audit equipment to ensure compliance with federal, state, and local grant and purchasing requirements.
- Review for accuracy and enter requisitions for supplies, materials and services in computer based financial system. Initiate processing for vendor payments. Gather, record, reconcile and consolidate grant-related expenditures, prepare daily deposits, reconcile credit card reports, verify codes for grant-funded items, review invoices for accuracy and process payments.
- Maintain payroll records and provide Accounting Staff support, may include those associated with a grant and/or contract. Involves: Gather data and review time and attendance sheets for each grant-funded employee. Prepare, calculate, balance and data enter time reports for proper documentation. Provide current and projected personal services or other expense data for use by those who engage in budget preparation and reimbursement.
- Enter, retrieve and review accounting data from the centralized grants management system or source documents. Generate periodic accounting or statistical reports to management or regulatory agencies.
- Prepare state and federal grant reimbursement and advance forms and track expenditure of grant funds.
- Request and review daily reports to monitor grants management system performance and advise users of errors. Provide backup assistance to other staff to ensure continuity of services.
- Record keeping, data entry, filing, and records retention in compliance with grant terms and conditions. Perform general administrative duties related to grant funded projects as requested.
- Assist in processing and tracking of grant reimbursements requests and grant close out processes as needed.
- Conduct routine self-audits by examining, verifying and reviewing grant records to ensure compliance.
- Monitor project effectiveness and efficiency, make recommendations for improvements as necessary to enhance services, achieve goals and ensure compliance.
- Attend meetings, trainings, workshops and conferences as appropriate to enhance job knowledge and skills.
- Assists with maintaining and monitoring department budget in coordination with Grants Coordinator and Finance Department.
- Maintain confidentiality of highly sensitive information related to individual clients, new projects, policies and procedures and other as directed.
- Answer phones, compose and type correspondence, and perform other clerical duties as assigned. Greet and assist the public and staff as required. Answer questions and provide information regarding grant, if assigned.
- Maintain and update computerized or hard copy records.
- Perform duties of coworkers if necessary to ensure continuity of operations.
- Regular worksite attendance is an essential function.
- Responsible for any other duties and assignments issued by the City of Socorro.

### **Knowledge, Skills and Abilities**

- Accounting and governmental accounting principles, practices and methods.
- specialized reporting requirements and procedures related to grants and federal/state agency systems.
- City financial record keeping practices.
- Principles and practices of contract/grant/intergovernmental agreement administration and monitoring related to financial activities.
- Federal, state and City laws, rules, regulations, and policies pertaining to grant and contract administration.
- Applying specialized reporting requirements and procedures to the preparation of accounting records and financial statements.
- Communicating effectively, both interpersonally and in writing.
- Reviewing, coordinating, monitoring, evaluating, and interpreting contract and grant financial activities.
- Compiling and analyzing data and preparing summary status reports based on the data.
- Using automated systems, databases, spreadsheets, and word processing programs.
- Application of considerable knowledge of account reconciliation and documentation techniques.
- Application of good knowledge of modern municipal accounting principles and practices.
- Application of good knowledge of business arithmetic.



## City of Socorro Job Description

- Application of good knowledge of personal computer operation, including financial, spreadsheet, payroll, human resources information or property tax collection systems and word processing applications.
- Establish and maintain effective working relationships with department directors or supervisors, employees, coworkers, volunteers, interns, customers, agency personnel and the general public.
- Excellent oral and written communication skills.
- Highly organized, detail oriented, data driven and able to prioritize competing demands.
- Able to work under deadlines in fast-paced, independent, and collaborative environments.
- Flexible and adaptable to changing circumstances. Work occasional weekends (approximately 3-6 annually or more if required).
- Able to establish and maintain effective working relationships with supervisors, co- workers, volunteers, interns, customers, agency personnel and the public.

### **Grants Accounting Specialist I (Basic)**

**\$17.00 - \$20.62**

#### **Minimum Qualifications:**

- A candidate must possess an Associates degree in Accounting, Business Administration, or related field preferred.
- Three (3) years of experience in a position that reconciles and verifies accounting information from manual or automated sources and/or contracts/grants administration
- Six (6) months to one (1) year in an administrative/customer service position
- Knowledge of Microsoft Office Suite (Word, PowerPoint, Publisher and Outlook)
- Advanced comprehension in Excel
- Type at least 35-50 words per minute
- Requires the possession of a valid Texas Class "C" Driver's License.

### **Grants Accounting Specialist II (Intermediate)**

**\$17.60 - \$21.22**

#### **Minimum Qualifications:**

- A candidate must possess an Associates degree in Accounting, Business Administration, or related field.
- Six (6) years of experience in a position that reconciles and verifies accounting information from manual or automated sources and/or contracts/grants administration
- Three (3) years in an administrative/customer service position
- Knowledge of Microsoft Office Suite (Word, PowerPoint, Publisher and Outlook)
- Advanced comprehension in Excel
- Type at least 40-50 words per minute
- Requires the possession of a valid Texas Class "C" Driver's License.

### **Grants Accounting Specialist III (Advanced)**

**\$18.20 - \$21.82**

#### **Minimum Qualifications:**

- A candidate must possess a Bachelors degree in Accounting, Business Administration, or related field.
- Nine (9) years of experience in a position that reconciles and verifies accounting information from manual or automated sources and/or contracts/grants administration
- Six (6) years in an administrative/customer service position
- Advanced knowledge of Microsoft Office Suite (Word, PowerPoint, Publisher and Outlook)
- Advanced comprehension in Excel
- Type at least 45-50 words per minute
- Requires the possession of a valid Texas Class "C" Driver's License.

**Note: Upon reaching maximum salary level in each category; only COLA increases will be given.**

#### **Equipment:**

- Operates office equipment such as computers and software, calculator, copy machine, scanner, shredder, fax machine, and multi-line telephone.

#### **Physical Requirements:**

- Must be able to lift a minimum of 25 pounds.



## City of Socorro Job Description

- Sits, stands for extended periods of time.

### Conditions of Employment:

- Pass Pre-Employment Drug Screening.
- Pass Background Check.
- Work flexible hours and overtime as required.
- Bilingual Skills: English & Spanish preferred.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



## City of Socorro Job Description

<b>Job Title:</b> Grants Financial Analyst	<b>Department:</b> Grants
<b>FLSA Status:</b> Full Time - Non-Exempt	<b>Salary:</b> \$26.00 to \$37.00
<b>Approved:</b> TBD	<b>Last Revised:</b> N/A

### Position Summary:

Under general supervision, the Financial Analyst provides financial monitoring for the organization's Federal, State, and private grant funding sources. This role involves specialized administrative support to oversee the financial activities of projects funded by grants or special revenues. The Financial Analyst collaborates with the Grants & Special Projects Department, Finance Department, and other departments administering grant projects to ensure compliance with budgetary guidelines. This position requires interaction with a diverse group of external callers, visitors, and internal contacts at all levels of the organization.

### Duties, Functions, and Responsibilities:

- Documentation and Reporting: Gather and organize documents to support grant/contract expenditures. Prepare accurate billing and closing reports, internal reports for decision-making, and compliance reports for audits.
- Financial Reconciliation: Prepare journal entries for monthly and year-end closings. Review and reconcile financial information to ensure compliance with federal, state, and local regulations.
- Audit Support: Assist in preparing audit documentation and support audit activities. Maintain records for financial inspections and audits.
- Compliance Monitoring: Ensure grant activities comply with applicable regulations. Monitor grant subrecipient financial activities for compliance.
- Contracts and Agreements: Review contracts for compliance, prepare reimbursement forms, and track expenditures. Ensure adherence to grant provisions and applicable ordinances.
- Financial Analysis: Compile and analyze data for financial statements and reports. Respond to inquiries from departments and the Finance Department.
- Administrative Support: Perform standard accounting, payroll documentation, and processing related to accounts payable/receivable. Maintain grant/contract records, verify fund availability, and ensure accurate data entry.
- System Management: Enter and review data in grants management systems. Generate periodic reports and provide system support to users.
- Budget Monitoring: Assist in maintaining and monitoring the department budget with the Grants Coordinator and Finance Department.
- Professional Development: Attend relevant meetings, training, and workshops. Maintain confidentiality and support administrative duties as needed.
- Excellent analytical and problem-solving skills.
- Strong attention to detail and accuracy in financial reporting.
- Proficient in using spreadsheet software (e.g., Microsoft Excel) and other financial tools.
- Effective written and verbal communication skills.
- Strong organizational and time management skills.
- Ability to manage multiple tasks and meet deadlines.
- Proficient in data entry and record-keeping.
- Ability to compile, analyze, interpret, and summarize financial data
- Ability to interpret and apply complex regulations and guidelines.
- Ability to work collaboratively with different departments and external partners.
- Capacity to handle sensitive information with confidentiality.
- Ability to adapt to changes in regulations and guidelines.
- Capacity to perform detailed financial reconciliations.



## **City of Socorro Job Description**

- Ability to provide clear and concise financial reports and summaries.
- Ability to support and assist during audits and inspections.
- Ability to maintain accurate and organized records.
- Strong critical thinking and decision-making abilities.
- Capacity to attend training sessions and apply new knowledge to the role.
- Additional Duties: Perform duties of coworkers if necessary and handle any additional assignments from the City of Socorro.
- Regular worksite attendance is an essential function.
- Responsible for any other duties and assignments issued by the City of Socorro.

### **Knowledge:**

- Thorough understanding of Federal, State, and private grant regulations and guidelines.
- Familiarity with Generally Accepted Accounting Principles (GAAP).
- Knowledge of grant compliance and reporting requirements.
- Understanding of financial reporting and analysis.
- Proficiency with automated grants management systems and financial software.
- Awareness of auditing procedures and documentation requirements.
- Knowledge of budgeting and financial planning processes.
- Understanding of specialized reporting requirements and procedures for transportation funding programs
- Knowledge of modern municipal accounting principles and practices

### **Minimum Qualifications:**

- A candidate must possess a Bachelor's degree in Accounting, Business Administration, or related field.
- Two (2) years of experience in a position that reconciles and verifies accounting information from manual or automated sources and/or contracts/grants administration.
- Advanced knowledge of Microsoft Office Suite (Word, PowerPoint, Publisher and Outlook)
- Advanced comprehension in Excel
- Type at least 45-50 words per minute
- Requires the possession of a valid Texas Class "C" Driver's License.

### **Equipment:**

- Operates office equipment such as typewriter, computers and software, calculator, copy machine, scanner, shredder, fax machine, and multi-line telephone.

### **Physical Requirements:**

- Must be able to lift a minimum of 25 pounds.
- Sits, stands for extended periods of time.

### **Conditions of Employment:**

- Pass Pre-Employment Drug Screening.
- Pass Background Check.
- Work flexible hours and overtime as required.
- Bilingual Skills: English & Spanish preferred.



**City of Socorro  
Job Description**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

DRAFT



*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

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to approve the Legislative Agenda for the 89<sup>th</sup> State Legislative Session.**

**SUMMARY**

**STATE LEGISLATIVE AGENDA**

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

(please see attached presentation)

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount:**

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

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

**ALTERNATIVE**



N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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





# 89th STATE LEGISLATIVE SESSION

City of Socorro Agenda



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

Mayor Ivy Avalos

Representative At -Large Ruben Reyes

Representative District 1 Cesar Nevarez

Representative District 2 Alex Garcia

Representative District 3 Rudy Cruz Jr.

Representative District 4 Yvonne Colon -Villalobos



# GENERAL LEGISLATIVE POLICY

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

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

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



# SUPPORT/OPPOSE ITEMS

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



# MAJOR SUPPORT ITEMS

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

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



# PRIORITY #1-Unplatted Lots

The City of Socorro needs tools to deal with empty and forgotten lots that slow down the community's growth with a streamlined process to swiftly identify and manage abandoned and underutilized lots. This bill gives Socorro the power to clean up these spaces and make them useful again.

This bill is tailored to address the unique challenges faced by Socorro due to its agricultural history and unique position near an international border.

**Amend Chapter 232 of the Local Government Code** to broaden the definition of abandoned land and to grant the City of Socorro the authority to oversee the land acquisition process.



## PRIORITY #2-Rio Vista Farm

Despite its historical significance, the Rio Vista Farm faces considerable challenges. Of the 18 original buildings, only five are currently maintained and in use, while the others, including the main building used during the Bracero Program, are severely deteriorating.

Given the site's cultural and historical importance, and its potential to educate and enrich the community, **we are seeking two appropriations requests.**

Library	\$6,716,202
Public Clinic	\$836,623

Other needed items may also be added should the opportunity arise.



## PRIORITY #3- Public Safety

The City of Socorro Police Department urgently needs to upgrade outdated equipment and infrastructure to enhance its operational effectiveness. **We are seeking two appropriations:**

The first critical need is updated radio communications and relays. The current system is outdated and does not permit for inter-agency communication. Second, recent natural disasters and significant public events have shown that a Mobile Command Unit is crucial for managing such situations effectively.

Mobile Command Unit	\$835,000
Communications Repeaters and Base Stations	\$275,000



# IMPORTANT DATES

**November 5, 2024**

General election for federal, state, and county officers.

**November 11, 2024**

Pre-filing of bills for the 89th legislative session begins.

**January 14, 2025**

Swearing In Day and start of the Session.

**March 14, 2025**

60 Day deadline for bill filing.

**June 2, 2025**

Last Day of Regular Session.



*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Alejandro Garcia*  
District 2

*Rudy Cruz, Jr.*  
District 3 Mayor ProTem

*Yvonne Colon-Villalobos*  
District 4

**DATE** May 29, 2024

**TO:** Mayor and Council

**FROM:** Adriana Rodarte

**SUBJECT:** Discussion and action to approve the change of the Regular Council Meeting of Thursday July 4, 2024 to Wednesday July 3, 2024.

**SUMMARY**

This year, the 4<sup>th</sup> of July falls on the first Thursday of the month, requesting to schedule the regular meeting for Wednesday July 3, 2024.

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**NO APPROVE**

**STAFF RECOMMENDATION**

**approve**



**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

May 31, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Mayor, Ivy Avalos**

**SUBJECT: Discussion and Action** to approve hosting of the Binational History Conference August 24th.

**SUMMARY**

2024 Conference from August 21<sup>st</sup> through August 25<sup>th</sup>

The Cultural Heritage Society of the Camino Real de Tierra Adentro is a 501(c)(3) non-profit corporation, based in San Elizario, Texas, organized for the educational purpose of researching, promoting, and preserving the historical and cultural significance of the Camino Real de Tierra Adentro, a United States National Historic Trail and a UNESCO World Heritage Trail in most of Mexico, and to create a deeper understanding of the historical and cultural significance of communities along the route. These efforts shall instill local pride, encourage the preservation of historic sites and events, educate the general public, and enhance the value of historical cultural heritage along the route.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount: estimated amount up to \$50,000.00**

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

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



**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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



The Instituto Nacional de Antropología e Historia, through Centro INAH Chihuahua and The Cultural Heritage Society of the Camino Real de Tierra Adentro present the

# B<sup>4th Annual</sup>inational

## HISTORY CONFERENCE



Cultural Itineraries - UNESCO

FREE OF CHARGE

**Cultural  
Exposé**  
DANCE • ART • FOOD • CRAFTS • MORE  
in San Elizario • August 23-25

**AUG 21, 22, 23**

Ciudad Juárez, Mexico

Museum of the Revolution in the Borderland  
Av 16 de Septiembre y Av Juárez, Zona Centro, 32000



**AUG 23, 24, 25**

San Elizario, Texas

Pistoleros del Adobe Event Center  
1500 Main Street, 79849



**AUG 24**

Socorro, Texas

Adobe Moonlight Hall  
10180 Socorro Road, 79927

*Moonlight Adobe Hall*  
SOCORRO HISTORIC DISTRICT

### • HISTORIOGRAPHY OF THE CAMINO REAL

- RESEARCH EFFORTS IN THE SEPTENTRION (NORTHERN REGIONS)
- DOCUMENTING THE HISTORY OF THE CAMINO REAL DE TIERRA ADENTRO
- PRESERVING & REDISCOVERING THE HISTORY OF THE CAMINO REAL DE TIERRA ADENTRO

### • GASTRONOMY OF THE CAMINO REAL

- RESEARCH EFFORTS ON THE GASTRONOMY OF THE CAMINO REAL
- DOCUMENTING AND PROMOTING THE GASTRONOMY OF THE CAMINO
- THE GASTRONOMY TODAY ON THE CAMINO REAL DE TIERRA ADENTRO

### • CAMINO REAL WORLD HERITAGE

- THE INSCRIBED PORTION OF THE CAMINO REAL DE TIERRA ADENTRO
- INSCRIBING THE REMAINDER OF THE CAMINO REAL - UNESCO
- THE BENEFITS OF INSCRIBING THE REMAINDER OF THE CAMINO REAL

### • THE CAMINO REAL NORTHERN PROJECT

- THE PROJECT AND THE MISSION
- METHODOLOGY AND ELEMENTS OF THE PROJECT
- TIMELINE FOR THE PROJECT

### • CULTURE OF THE CAMINO REAL

- PRESERVING AND PROMOTING THE CULTURAL ASSETS OF THE CAMINO
- TOURISM AND ECONOMIC DEVELOPMENT ALONG THE CAMINO AND SURROUNDING AREAS
- 425 YEARS ALONG THE CAMINO REAL DE TIERRA ADENTRO

### • FUTURE OF THE CAMINO REAL

- BENEFITS OF INSCRIPTION AS A WORLD HERITAGE SITE
- BENEFITS OF BEING ON THE CAMINO REAL DE TIERRA ADENTRO
- STEWARDS OF THE CAMINO REAL DE TIERRA ADENTRO

## Sister Cities Signing Ceremonies • August 24

### San Elizario and Socorro, Texas Welcome

Nombre de Dios, Durango, Mexico ~ Macharaviaya, Málaga, Spain ~ Hidalgo, Durango, Mexico

Sunland Park, Doña Ana, New Mexico ~ Chihuahua, Chihuahua, Mexico

Rodeo, Durango, Mexico ~ Village of Doña Ana, Doña Ana, New Mexico

*Conference Agenda & Information*

915-851-0093 • info@culturalheritagesociety.com

**SIMULTANEOUS TRANSLATION  
SERVICE AVAILABLE**

**LIVE  
STREAMING**

**AUGUST 21-25  
2024**

This program is made possible in part with a grant from Humanities Texas the state affiliate of the National Endowment for the Humanities.



[www.CulturalHeritageSociety.com](http://www.CulturalHeritageSociety.com)



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Mayor

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*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 3 Representative, Rudy Cruz Jr.**

**SUBJECT: Discussion and action to approve Project AYUDA Funding Resources for Socorro Residents**

**SUMMARY**

Programs for Veterans of the U.S. Armed Forces

General Assistance for Veterans

Programs aims to assist a total of 65 qualified Veteran applicants in the following ways, with up to a one-time assistance in the amount of \$3,000 for either of the following:

Rent

Mortgage

Utilities

Childcare

Elder Care

Transportation

Vehicle Repair

Housing for Texas HEROES Program

This program will be able to assist veterans with

Home Repairs

Home Weatherization

Barrier Removal/Accessibility Modifications

Both of these programs, which are sponsored by the Texas Veterans Commission (TVC), are for Texas Veterans of the Armed Forces and/or their surviving spouse. Veteran must have been discharged from the military under the following:

- Honorably
- General Under Honorable Conditions
- Medically Discharged



Must also meet income guidelines of low, very low-income status, as according to HUD Income Guidelines, or be a Veteran Affairs (VA) determined disabled veteran.

### Healthy Homes & Lead Hazard Control Program

The purpose of this program is to identify housing-related hazards that might lead to or be causing health issues within households. This to protect and minimize the possibility of chronic illnesses and/or diseases, that can easily spread with everyday contact with one's own family and friends, in a household type of environment.

Under this program, AYUDA will be able to conduct a visual assessment by using our fully trained promotoras, which will fill out the initial application and visual assessment forms. And if other, more complicated factors are identified, that might require the expertise of our Quality Control Inspector (QCI), then an appointment will be made to have him execute such an assessment/inspection.

If certain hazards are identified, we will be able to correct them. Such hazards that will be assessed and corrected by AYUDA under this program are:

Mold Assessment and prevention

Check for CO2 leaks.

Conduct Air Vacuum/Pressurized test.

Unsealed Windows

HVAC

Insulation

Etc.

Not only will our team recommend safety and healthy techniques to be used inside the home to make it safe and reduce hazardous microscopic agents but can repair and/or replace certain unsafe and harmful items within the home.

### **STATEMENT OF THE ISSUE**

**Same as above**

### **FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount: N/A**

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

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



**ALTERNATIVE**

**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**

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



*Ivy Avalos*  
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District 4

*Adriana Rodarte*  
City Manager

June 3, 2024

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: District 3 Representative, Rudy Cruz Jr.**

**SUBJECT: Discussion and action on the creation of an Ordinance Establishing An Exemption from Ad Valorem Taxes for Qualifying Child-Care Facility Properties.**

**SUMMARY**

Please see attached documentation.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount: N/A**

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

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

**ALTERNATIVE**

**Deny**

**STAFF RECOMMENDATION**



**REQUIRED AUTHORIZATION**

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





# Child Care

## TAX RELIEF

[ChildCareTaxRelief.com](http://ChildCareTaxRelief.com)



Presented By:  
Gina Martinez  
Children at Risk



# Introduction

## 1. Thank You

- a. Introductions

## 2. Realities / Child Care Cliff

- a. Local economies intertwines closely with the well-being of working families
- b. Vicious cycle of not enough workers in workforce
- c. Parents can't find affordable high quality child care
- d. COVID relief funding that has allowed many child care provider to stay open and retain staff during pandemic will expire

## 3. Constitutional Amendment

- a. Passed by 1.6 mm Texans in November
- b. Allows city and county officials to provide property tax relief to child care providers serving working families

## 4. Investments

- a. Reduce child care costs for families
- b. Expand child care available to working parents
- c. Support wages for child care educators
- d. Reinvest savings into quality education for children

## 5. Next Steps

- a. Need to support our local economy, small businesses and El Paso families and pass a 100% property tax break for qualifying child care providers





# State of El Paso Child Care

01

**70.8** Seats per **100**  
Children

02

**387** Child Care Facilities  
in El Paso

03

**128** Child Care Facilities  
Closed in 2023

04

**105** Facilities Qualify for  
the Child Care Tax Relief

05

**5,266** Children Enrolled  
in the **105** Eligible Child  
Care Centers





# Impact on City of Socorro

5

## Number of Texas Counties/Cities That Passed CCTR

City of Austin, Aransas County, City of Denton, City of Dallas & Dallas County

9

## Number of Counties/Cities Working to Pass CCTR

Bexar County, City of San Antonio, Hays County, City of Houston, Harris County, City of Fort Worth, Lubbock County, Travis County & El Paso County



## Return on investment \$4 to \$16 per dollar spent

according to Nobel Prize winning economist James Heckman.  
ROI range \$120,464 to \$210,818.65



## Indirect Impact / Recruiting New Businesses

The money it is going to cost us to reduce child care providers taxes is small vs. the cost of not having a workforce

El Paso is actively recruiting new businesses. Families look at child care options.





# Child Care Tax Relief Requirments

01

01



02



**20%** of Children on  
Workforce Solutions  
Scholarships



# 8 County Tax Appraisal District Process

- Follow Guidance of the El Paso County Tax Appraisal District
- We can provide a sample application that is from the Texas Comptrollers Office
- Ensure that landlords pass tax savings on to child care providers that rent their facilities
  - Affidavit to the chief appraiser of the local appraisal district
  - The landlord is required to pass the tax savings on to child care providers that rent their facilities
- Other Appraisal Districts Guidelines
  - One time application
  - Property owner have a duty to notify if there is a change





# Spending Perimeters

01

Profit margins for  
child care centers are  
**1-3%**

02

Freedom to place  
spending perimeters  
but, other counties  
are **trusting the  
business to invest as  
they best see fit**

03

Tax authority would  
have the oversight of  
implementation





**Vote yes for our local economy**



**Vote yes for small business owners**



**Vote yes for local families**







# Child Care

## TAX RELIEF

[ChildCareTaxRelief.com](http://ChildCareTaxRelief.com)



Thank you!



# Blueprint for Implementing The **Child Care Property Tax Relief** (Prop 2)

*Note: This document will be updated as we learn more about best practices*

## **PURPOSE OF BLUEPRINT AND HOW TO USE IT**

Texas voters overwhelmingly voted YES on Proposition 2 in November 2023. Now, we must work with our city and county officials to implement Prop 2–Child Care Property Tax Relief, so that our communities can reap the benefits. This blueprint should help by summarizing the importance of Prop 2, describing the key players in local government, outlining the implementation process of Prop 2–Child Care Property Tax Relief, and by listing questions for local officials.

## **WHAT IS PROP 2?**

Prop 2 is the newly passed constitutional amendment that allows city and county officials to provide property tax relief to child care providers serving working families.

To be eligible for a property tax cut, child care providers must participate in the Texas Workforce Commission's child care scholarship program for working parents. Providers must maintain enrollment of at least 20% of children on scholarship to be eligible.

If a property owner, or landlord, leases a facility to an eligible child care provider, the property owner must provide an affidavit (sworn statement with a witness) to the appraisal district certifying, among the requirements, that the property owner has passed the exemption savings onto the child care operator through rent reduction and that the property owner is charging the child-care operator comparable rental rates for similar spaces.



## WHY IS PROP 2 SO IMPORTANT?

Working parents all over Texas struggle to find child care. Employers statewide cannot find the workers they need because there is not enough quality child care. Property tax relief for child care providers will be a shot in the arm to improve access to and the quality of child care for parents and businesses.

## KEY PARTNERS WITHIN LOCAL GOVERNMENTS

Local government partners should be involved and communicate with one another to implement Prop 2 with minimal administrative burden. So, it's important to understand the key organizations to include in communications.

### COUNTY OFFICIALS

There are 254 counties in Texas, and each county has a Commissioners Court, which governs the county. The Commissioners Court is composed of five people: a county judge who's elected in partisan elections and four locally elected officials who serve distinct precincts. See, for example, the [Harris County Commissioners Court](#) or the [Tarrant County Commissioners Court](#).

It will also be helpful to communicate with the County Appraisal District throughout the implementation process. Appraisal districts are responsible for **appraising property for property tax purposes**.

### CITY OFFICIALS

City governments vary depending on the type and size of the city. Mayors work directly with City Councils to fulfill the needs of their community through legislative action.

City Council officials are locally elected and fulfill the legislative functions of the city, like crafting ordinances and developing policies. The exact number of members on a City Council varies by city and is determined locally. City



Councils adopt annual budgets that reflect their spending priorities and **set the annual property tax rate**. For example, see [San Marcos' Mayor and City Council](#).

## STEPS TO IMPLEMENTING PROP 2–CHILD CARE PROPERTY TAX RELIEF

This blueprint is based in part on steps taken by the City of Austin and Travis County as they implemented Prop 2.

### Develop your Own Timeline

Because there is a long list of tasks to be completed, develop your timeline to follow. The timeline may be most helpful if it describes who is doing what and when.

### Strengthen Partnerships to Promote and Implement Prop 2

The first step to implementing Proposition 2 at a local level is to initiate conversations with your local representatives, whether it's the Commissioners Court or your City Council and Mayor.

- You can communicate with your local representatives in many ways. For example, most city and county websites have an online form that you can use to send your representative an email. You can also call their office and speak with a member of their staff or request a meeting.
- When you speak with your representatives, make it personal. Before calling, consider, “Why am I invested in this topic? How could this impact my life?” Then, bring these points up during your meeting.

### Create Awareness of Prop 2 and Promote Its Value

- Speak with your friends, neighborhoods, family members, and coworkers in your community about why you're supporting this effort. The more people that local representatives hear from, the better!
- You can also write an **Op-Ed** or a **Letter to the Editor** to your local newspaper calling on local officials to enact Prop 2 in your community.



(See [templates](#) in the toolkit.) Op-eds help build public awareness of the constitutional amendment and will urge local officials to act when the media starts asking them about it.

- Use social media to increase awareness of Prop 2. You can tag local representatives in social media posts to spread awareness.

## **Identify and Cultivate Champions for Prop 2**

Once there is a solid group supporting the initiative, identify one or more local representatives willing to lead the charge. They will likely need to get a vote on the subject added to an upcoming city or county meeting agenda for a formal vote.

Before a formal vote occurs, talk to your local representatives about implementation. Offer to be a resource if they have questions or need community feedback.

Ask representatives who are leading the effort if it would be helpful for one or more people to attend the city/county meeting and testify or register their support for the vote. Even if you cannot attend in person, the meetings should be public, and in many instances you can watch them online.

## **Make Sure Local Public Officials Hear from Constituents**

- Once a formal vote is scheduled, try to ensure each representative who will vote on the topic hears from their constituents to vote “yes.” Emails, calls, and support in the local media can all be very effective here.
- If the vote passes, send everyone who voted for it a thank you note. If there's an opportunity on social media or in the local media, give the representatives who voted yes credit for supporting childcare for working families.
- These meetings where local officials discuss items such as Prop 2 are generally open to the public and allow for public comment. Contact the local official championing the effort and ask them when the meeting is



occurring, and if it's open to the public. **If it is open to the public, raise awareness of the meeting, encourage community members to attend, and share your own story.**

### **Make Sure City Officials are Communicating with the County Appraisal District**

- While the above is happening, city/county officials **must** communicate with their County Appraisal District to understand how much time the Appraisal District would need to properly implement Prop 2 once enacted locally.
  - Travis County needs about a month to process the applications. In Austin, the Chief Appraiser of the Travis Central Appraisal District (TCAD) told City and County officials that they must enact the Property Tax Relief before **March 31, 2024**. This is because of **tax rate adoption considerations and to provide the appraisal districts sufficient time to receive and process the applications and affidavits necessary to qualify people for the exemption.** **The time needed for implementation will vary from county to county.**
- Declare a date in which the ordinance, or Prop 2, takes effect. In Austin, this date is April 30, 2024. This date is the FINAL day in which **providers and landlords can apply for the property tax exemption** if they want it to be implemented in 2024. This date was not set by the legislation, and is a statutory deadline set forth by the Tax Code sec. 11.43(d).

### **\*\*\*ASK LOCAL OFFICIALS THESE QUESTIONS**

1. (To Chief Appraiser/County Appraisal District) - How much time do you need to process the applications prior to the April 30, 2024 statutory deadline?



Activity ID	Activity Name	Activity Type	Activity Date	Activity Time	Activity Location	Activity Status	Activity Notes	Activity Comments	Activity Results	Activity Impact	Activity Outcome	Activity Effectiveness	Activity Efficiency	Activity Quality	Activity Quantity	Activity Value	Activity Cost	Activity Benefit	Activity Risk	Activity Opportunity	Activity Challenge	Activity Solution	Activity Lesson	Activity Feedback	Activity Improvement	Activity Innovation	Activity Creativity	Activity Collaboration	Activity Communication	Activity Leadership	Activity Teamwork	Activity Problem Solving	Activity Decision Making	Activity Planning	Activity Organization	Activity Management	Activity Evaluation	Activity Reflection	Activity Learning	Activity Growth	Activity Development	Activity Progress	Activity Achievement	Activity Success	Activity Satisfaction	Activity Engagement	Activity Motivation	Activity Commitment	Activity Loyalty	Activity Retention	Activity Relevance	Activity Usefulness	Activity Enjoyment	Activity Fun	Activity Interest	Activity Curiosity	Activity Wonder	Activity Mystery	Activity Surprise	Activity Delight	Activity Happiness	Activity Joy	Activity Love	Activity Care	Activity Respect	Activity Kindness	Activity Compassion	Activity Empathy	Activity Understanding	Activity Wisdom	Activity Knowledge	Activity Skills	Activity Abilities	Activity Talents	Activity Strengths	Activity Weaknesses	Activity Needs	Activity Wants	Activity Desires	Activity Dreams	Activity Hopes	Activity Faith	Activity Trust	Activity Love	Activity Peace	Activity Joy	Activity Health	Activity Wealth	Activity Power	Activity Influence	Activity Legacy	Activity Impact	Activity Change	Activity Growth	Activity Development	Activity Progress	Activity Achievement	Activity Success	Activity Satisfaction	Activity Engagement	Activity Motivation	Activity Commitment	Activity Loyalty	Activity Retention	Activity Relevance	Activity Usefulness	Activity Enjoyment	Activity Fun	Activity Interest	Activity Curiosity	Activity 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**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

(A) Texas Tax Code Section 11.36, as added by S.B. 1145 of the 88th Texas Legislature regular session (2023), authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualifying child-care facility; and

- PART 2.** Council adopts an exemption, as authorized by Texas Tax Code Section 11.36, entitling qualifying persons to an exemption from taxation by the City of 100 percent of the appraised value of:

- PART 3.** As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

- Page 1 of 2



**PART 5.** This ordinance takes effect on \_\_\_\_\_, 2024.

**PASSED AND APPROVED**

\_\_\_\_\_, 2024      § \_\_\_\_\_  
   § \_\_\_\_\_  
   § \_\_\_\_\_  
   Kirk Watson  
   Mayor

**APPROVED:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
Anne L. Morgan      Myrna Rios  
City Attorney      City Clerk