

*Rudy Cruz, Jr.*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1/Mayor ProTem



*Alejandro Garcia*  
District 2

*Gina Cordero*  
District 3

*Irene Rojas*  
District 4

*Adriana Rodarte*  
City Manager

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

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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. COMUNÍQUESE CON LA OFICINA DEL SECRETARIO DE LA CIUDAD AL (915) 858-2915 PARA OBTENER MÁS INFORMACIÓN

.....

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON MONDAY THE 2<sup>ND</sup> DAY OF JUNE, 2025 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://CLSOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://clsocorro.tx.us/city-clerk-public-notice) THE PUBLIC CAN ALSO ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MAY CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON THE 2<sup>ND</sup> DAY OF JUNE, 2025 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.

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

**3. Establishment of Quorum**

**PUBLIC COMMENT**

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

**NOTICE TO THE PUBLIC**

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

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

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

**CONSENT AGENDA**

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

- 5. *Excuse*** absent council members.

*Olivia Navarro*

**REGULAR AGENDA**

- 6. *Discussion and action*** to authorize Mayor to execute the Chapter 380 Economic Development Agreement with Wiwynn Technology Corporation, a private business prospect.

*Alejandra Valadez*

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

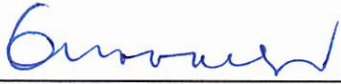
Section 551.076 DELIBERATION REGARDING SECURITY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

***Discussion on the following:***


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***
10. ***Discussion*** on a potential economic development opportunity in Socorro. Soco-PC; (551.087). ***Alejandra Valadez***
11. ***Adjourn***

**DATED THIS 28<sup>th</sup> DAY OF MAY, 2025**

By:   
**Olivia Navarro, City Clerk**

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

**DATED THIS 28<sup>th</sup> OF MAY, 2025**

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

Agenda posted: 5-28-25 @ 10:15 am  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_




**RESOLUTION 826**  
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO:**

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF SOCORRO** ("City") and **Wiwynn Technology Corporation, a Texas Corporation** ("Applicant") in support of a development project located at **9220 and 9250 Socorro Logistics Lane, Socorro, TX 79927**. The project includes the construction or renovation of a development located on the Applicant's real property. Development is described in Exhibit "B," which is attached and incorporated for all purposes. The Agreement requires the Applicant to make a minimum investment of **\$92,000,000**. Over the term of the Agreement, the City shall provide economic incentives not to exceed **\$1,255,399.24** in the form of a Personal Property Tax Grant.

APPROVED this 2nd day of June, 2025.

**CITY OF SOCORRO:**

  
MAYOR



ATTEST:

  
\_\_\_\_\_


CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY ATTORNEY

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

CITY MANAGER

)

## CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

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**COUNTY OF EL PASO**

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This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of Socorro, Texas, a Texas home rule municipal corporation, (the “City”) and Wiwynn Technology **Corporation**, a Texas Corporation, (“Applicant”), for the purposes and considerations stated below:

## RECITALS

**WHEREAS**, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

**WHEREAS**, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the construction or renovation of a development located on the Applicant's real property, located at **9220 and Applicant's leased property at 9250 Socorro Logistics Lane Dr., Socorro, TX 79927**, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

**WHEREAS**, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380 and therefore is in the best interests of the City.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

A. **"Affiliate"** means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise.

B. **“Agreement”** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.

C. **“Base Year Value”** means the valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1<sup>st</sup> of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is available through EPCAD

D. **“Development”** means new construction on a vacant lot or renovation (including tenant improvements) of an existing vacant or blighted building(s) to be used for any of the following land uses: single-family homes for attainable rental housing, office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of Socorro, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.

E. **“Effective Date”** means the date the Socorro City Council approves the Agreement.

F. **“Full-Time Employment”** means a single job in Socorro requiring a minimum of one thousand eight hundred and twenty (1,820) hours of work prorated over a twelve (12) month period, or multiple jobs totaling an equivalent amount, both including allowance for vacation and sick leave, with full company benefits, including company-paid contributions to health insurance, for those employees that participate in the health insurance program, (Employer will pay at least seventy five percent (75%) of the premium) with such jobs being located at the Development, within the City of Socorro, Texas. These requirements are more completely described in Exhibit E, which is attached hereto and incorporated herein for all purposes.

G. **“Grant”** The word ‘Grant’ means each annual payment to APPLICANT under the terms of this Agreement computed as the Personal Property Tax Grant. For the purposes of this Agreement, the aggregate Grant payments will not exceed **\$1,255,399.24**. This aggregate amount reflects the sum of all applicable grants.

H. **“Grant Submittal Package”** means the documentation required to be supplied to the City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.

I. **“Grant Year”** means each calendar year during the term of this Agreement.

J. **“Minimum Appraisal Value”** means the valuation of the **real and personal property** and improvement of the Development during and after the construction or renovation of the Development below which Applicant and its Affiliate(s) may not protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement so as to reduce the appraised value of the Development below the Minimum Appraisal Value. Thereafter, under no circumstances

shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, the Minimum Appraisal Value is **\$92,000,000**.

J. **“Minimum Investment”** means those Qualified Expenditures incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$92,000,000**. Of the aforementioned amount, a minimum of **\$28,000,000** shall be invested in personal property, and **\$64,000,000** in building improvements for the actual occupancy and use of the building which do not constitute personal property, including, but not limited to, attached equipment, fixtures, interior alterations and additions, plumbing, electrical, heating and air conditioning distribution systems, loading, unloading and storage installations, offices, reception areas, rest rooms, meeting rooms and break rooms.

K. **“Personal Property”** means the personal property owned or leased by Applicant located at the Development.

L. **“Personal Property Tax Grant”** means a grant, according to the Personal Property Tax Grant Table found in Exhibit D of this Agreement, of the City’s portion of the personal property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Personal Property Tax Grant amount shall not exceed **\$1,255,399.24**.

M. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; including labor and soft costs (such as fees for preparation of plans and specifications, permit costs, construction management costs, etc.) required for the construction or renovation of the Development.

N. **“Real Property”** means the real property owned or leased by Applicant located at **9220 and 9250 Socorro Logistics Lane, Socorro, TX 79927** and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for the Applicant’s proposed development.

## **SECTION 2. TERM AND GRANT PERIOD.**

A. This Agreement shall commence on the Effective Date and shall terminate after ten (10) consecutive **Grant Years** (the “Grant Period”). The first year of the Grant Period shall be the first Grant Year after the issuance of the permanent or temporary certificate of occupancy for the Development.

## **SECTION 3. OBLIGATIONS OF APPLICANT.**



## **A.DEVELOPMENT.**

1. Applicant shall renovate or construct, at its sole cost and expense, the Development and expense and shall expend a minimum of **\$64,000,000** in Qualified Expenditures to construct the Development.
2. Applicant shall obtain the first building permit for the Development within three (3) months after the Effective Date. The parties acknowledge and agree that such building permit may cover only a portion of the Development and that this requirement shall not be construed to mean that all building permits for the Development must be obtained within the stated period.
3. Within 24 months after the Effective Date, Applicant shall submit Grant Submittals to the City to verify the following:
  - a) The expenditure of a minimum of **\$64,000,000** in Qualified Expenditures; and
  - b) That Applicant has received a permanent or temporary Certificate of Occupancy for the Development.
4. Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by Socorro City Council.
5. Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
6. Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
7. Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquent property taxes by providing certified city tax certificates for any parcel of property owned in the City of Socorro.
8. Applicant agrees that during the Term of this Agreement, if it shall challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Socorro Central Appraisal District for the Real and Personal Property located at **9220 and 9250 Socorro Logistics Lane, Socorro, TX 79927** and such challenge results in the combined assessment for the Real and Personal Property located at **9220 and 9250 Socorro Logistics Lane, Socorro, TX 79927** to be less than the Minimum Appraised Value, then this Agreement shall terminate and no additional Grants shall be paid to Applicant. The Minimum Appraised Value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values

contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

9. Applicant, during normal business hours and with at least 48 hours prior written notice, at its principal place of business in Socorro, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

## **B. EMPLOYMENT POSITIONS.**

Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in Exhibit E for the Development as of **December 31st** of the applicable Grant Year, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement.

1. Applicant shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter. The transfer of an existing Full-Time Employment position from Applicant's existing business site in El Paso to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.
2. Together with the Grant Submittal Package, Applicant shall provide the City with an annual report for each Grant Year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of Full-Time Employment positions created and retained for the Development, information on the status of Qualified Expenditures at the Development, and any other information reasonably requested by the City which is relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.
3. Applicant agrees that during the Term of this Agreement, **that 5% of the Full-Time Employment positions** will be residents of the City of Socorro. Applicant agrees to coordinate with **Workforce Solutions Borderplex** (local workforce board), on any hiring event for the Development at an agreed site within the city of Socorro and to use **Workforce Solutions Borderplex** as a resource for recruitment and distribution of employment opportunities to the community.

## **C. GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, electronically to [jquinonez@costx.us](mailto:jquinonez@costx.us) as specified below.

1. The Applicant shall submit one Grant Submittal Package for each Grant Year which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package no later than March 31, 2026,. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or before March 31 of each Grant Year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant Year.
2. Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
3. Notwithstanding anything to the contrary herein, the City and Applicant hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Applicant hereby acknowledge and agree that in a suit against the City for breach of this Agreement:
  - (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
  - (b) the recovery of damages against City may not include consequential damages or exemplary damages;
  - (c) Applicant may not recover attorney's fees; and
4. (d) Applicant is not entitled to specific performance or injunctive relief against the City.

#### **SECTION 4. OBLIGATIONS OF THE CITY.**

During the Term of this Agreement, and so long as no Event of Default remains uncured beyond any required notice and cure periods and Applicant is in compliance with the Agreement, the City agrees as follows;

- A. The City agrees to provide a Personal Property Tax Grant not to exceed **\$1,255,399.24** in accordance with the terms and provisions of this Agreement.
- B. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

## **SECTION 5. EVENTS OF DEFAULT.**

Each of the following Paragraphs A through F shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to materially comply with, or to substantially perform any obligation or condition of this Agreement or in any exhibit or schedule incorporated herein by reference.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are knowingly false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 business days after Applicant learns of its false or misleading nature.
- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or Socorro Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in

accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

## **SECTION 6. RECAPTURE.**

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants provided to the Applicant for each Grant Year during which an uncured Event of Default exists shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

## **SECTION 8. MISCELLANEOUS PROVISIONS.**

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant or Grants that are subject of this Agreement without the City's consent to assignment, which consent shall not be unreasonably withheld,



conditioned or delayed. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the Grants disbursed prior to the attempted transfer. Notwithstanding the foregoing, Applicant may assign this Agreement to an Affiliate without the City's consent.

- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person with whom Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed or prevented by reason of events outside the control of the

party whose performance is required, including, but not limited to, war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered after being deposited in the United States mail, first class, postage prepaid, or with an reputable third-party delivery services, such as FedEx or UPS, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below and acknowledged by recipient; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: [jquinonez@costx.us](mailto:jquinonez@costx.us)

CITY: City of Socorro  
City Manager  
124 S. Horizon Blvd.  
Socorro, Texas 79927

Copy To: City of Socorro  
Economic Recovery Office  
341. N. Moon Rd.  
Socorro, Texas 79927  
Email: [jquinonez@costx.us](mailto:jquinonez@costx.us)

APPLICANT: Wiwynn Technology Corporation  
Joseph Jui Chang Hsu  
General Manager

1430 Henry Brennan,  
El Paso, TX 79936

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Representations And Warranties.** The Applicant warrants to the City that the Applicant has or will have all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- O. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- P. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

*[Signatures begin on the following page.]*

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

Date: 6-2-25  
[Signature]  
CITY OF SOCORRO  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

[Signature]  
City Attorney

\_\_\_\_\_  
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

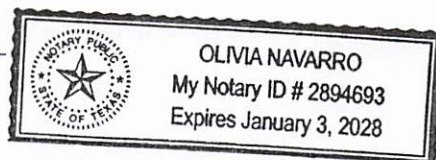
This instrument was acknowledged before me on the 2nd day of June, 2025.

[Signature]

\_\_\_\_\_  
Notary Public in and For the State of Texas

My Commission Expires:

1-3-28



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

**WIWYNN Technology Corporation, a Texas Corporation**

Bu: \_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ §

§

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and For the State of

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



**EXHIBIT A**  
**Legal Description of Real Property**

**Property ID:** 731090, Socorro Logistics Center #1 – 392,520 SF

**Geographic ID:**

**Address (per CAD, not the City of Socorro):** 9220 Socorro Logistics Lane, SOCORRO, TX

**Legal Description:** Approximately 29.67 acres known as Lot 2, Block 1, Socorro Logistics Center Unit Two, per the plat recorded in File No. 20240037756 of the plat records of El Paso County, Texas (the “Plat”), commonly known as 9220 Socorro Logistics Lane, Socorro, Texas 79927

**Assessed Value:** \$

**Property ID:** 731089, Socorro Logistics Center # 8 - – 476,281 SF

**Geographic ID:**

**Address (per CAD, not the City of Socorro):** 9250 Socorro Logistics Lane, SOCORRO, TX

**Legal Description:** Approximately 26.82 acres (the “Land”), being Lot 1, Block 1, Socorro Logistics Center Unit Two, per the plat recorded in File No. 20240037756 of the plat records of El Paso County, Texas (the “Plat”), commonly known as 9250 Socorro Logistics Lane, Socorro, Texas 79927.

**Assessed Value:** \$

## **EXHIBIT B**

### **Description of Development**

The proposed Development is the development in the City of Socorro of an advanced manufacturing operations center at 9220 and 9250 Socorro Logistics Lane, Socorro, TX 79927; Legal Description

#### **Building 1:**

Approximately 29.67 acres known as Lot 2, Block 1, Socorro Logistics Center Unit Two, per the plat recorded in File No. 20240037756 of the plat records of El Paso County, Texas (the "Plat"), commonly known as 9220 Socorro Logistics Lane, Socorro, Texas 79927

#### **Building 8:**

Approximately 26.82 acres (the "Land"), being Lot 1, Block 1, Socorro Logistics Center Unit Two, per the plat recorded in File No. 20240037756 of the plat records of El Paso County, Texas (the "Plat"), commonly known as 9250 Socorro Logistics Lane, Socorro, Texas 79927.

The new facility will include the design, manufacture, and assembly of high-density computing and storage products. It provides end-to-end integrated solutions for enterprises looking to build, distribute or resell could services to clients.

#### **Renderings/Building Plans:**

## EXHIBIT C Grant Submittal

**WIWYNN Technology Corporation** believes that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_\_ day of \_20\_\_ and signed by \_\_\_\_\_ of **Wiwynn Technology Corporation** Pursuant to the Agreement, **Wiwynn Technology Corporation** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: jquinonez@costx.us
2. Completed Grant Submittal Package Form
3. [INITIAL GRANT SUBMITTAL ONLY] Copy of Development Permits;
4. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
5. [INITIAL GRANT SUBMITTAL ONLY] Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development (receipts, invoices, bank and/or credit card statements, checks);
6. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence \$92,000,000 in minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
7. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy or Lease
8. [INITIAL GRANT SUBMITTAL ONLY] 1295 Form
9. [INITIAL GRANT SUBMITTAL ONLY] Document which employees are Socorro residents (5% requirement)
10. Property tax payment receipt showing proof of payment for calendar tax year being requested (real and personal if applicable);
11. Job Certification Report Spreadsheet with the following breakdown:
  - a. Employee Roster,
  - b. Insurance Benefits Packet
  - c. Employee Benefits Packet (PTO, vacation, sick leave, etc.)
  - d. 941 IRS Reports

It is understood by **Wiwynn Technology Corporation** that the City of Socorro has up to ninety (90) days from the time of submittal to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

**Wiwynn Technology Corporation**

Name:

Title:

**EXHIBIT D**  
**Personal Property Tax Grant Table**

<b>Personal Property Tax Grant Schedule</b>
<b>Years 1-10</b>
90%

**EXHIBIT E**  
**Employment Requirements**

**SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.**

In order for the Applicant or its Affiliate to be eligible for any Grant Payments Applicant or its Affiliate is required to create and maintain the Full-Time Employment positions by December 31 of each full Grant Year during the Grant Period as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Jobs Retained</b>	35	339	479	-	-	-	-	-	-	-
<b>Jobs Created</b>	304	140	70	-	-	-	-	-	-	-
<b>Total Jobs</b>	339	479	549	-	-	-	-	-	-	-

**SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.**

After Year 3, the Applicant must retain the total amount of Full-Time Employment positions shown for the remainder of the grant period, to be eligible to receive the Grant Payments. Wiwynn Technology Corporation may relocate up to **35** employees from its current location in El Paso while also creating 514 new full-time jobs of which will all meet the Median County Wage (El Paso County) currently, \$17.31/hr., but subject to adjustments in accordance with County ordinances.

Applicant or its Affiliate remains eligible for Grant Payments so long as the Total Full Time Employees, as stated in this Exhibit E, are met on an annual basis.

Grant payment shall be contingent upon Applicant's certification that it has maintained at least ninety percent (90%) of the minimum job creation and retention requirements during the full tax year, as required herein.

Grant payments will be reduced by ten percent (10%) for every one percent (1 %) drop in the job creation and retention numbers, noted in Section 1 of Exhibit E from 100% to 90%.

In the event the Applicant fails to meet employment requirements for two consecutive years, this Agreement will automatically terminate.

**Example: For illustrative purposes only:**



During the second Grant Year, Applicant creates and retains 95% (455) of the expected 479 FTE positions. Grant Payments will be reduced by 50% (10% per 1% of job creation shortfall).

Should the applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Year.