



Elia Garcia
Mayor

Rene Rodriguez
At Large

Cesar Nevarez
District 1/Mayor ProTem

Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIRTUAL SERVICES

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF SOCORRO WILL CONDUCT THE MEETING SCHEDULED FOR TUESDAY DECEMBER 8, 2020 AT 6:00 PM BROADCASTED FROM CITY COUNCIL CHAMBERS AT 860 RIO VISTA., RD. SOCORRO, TEXAS VIA TELEPHONE CONFERENCE AND LIVED STREAMED IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING THE NUMBER OF PEOPLE PHYSICALLY PRESENT AT OUR LOCATION (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED BELOW.

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://CL.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://CL.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE) THE PUBLIC CAN ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MUST CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON DECEMBER 8, 2020 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

MAYOR AND COUNCIL

6. *Discussion and action* re city manager contract and employment status. *Mayor Elia Garcia*

CITY MANAGER

7. *Discussion and action* to rebuttal allegation being brought up by Mayor Elia Garcia against City Manager Adriana Rodarte.
Adriana Rodarte

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:

8. ***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*

9. ***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*

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

11. Adjourn

DATED THIS 4th DAY OF DECEMBER, 2020

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 4TH DAY OF DECEMBER, 2020

By: 
Olivia Navarro, City Clerk

Agenda posted: 12-4-2020 @ 2:53
Removed: _____ Time: _____ by: _____

ITEM 6

Elia Garcia
Mayor

Rene Rodriguez
At Large/Mayor ProTem

Cesar Nevarez
District 1/Mayor ProTem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: December 4, 2020
TO: Mayor and City Council Members
FROM: Mayor
SUBJECT: City Manager Job Performance and Contract

SUMMARY

The City Manager's contract is currently expired.

BACKGROUND

Socorro City Charter

Article IV: Administration

Section 4.01 CITY MANAGER

- A. City Council shall appoint a City Manager by contract approved by five-sixths (5/6) vote of the entire Council. The City Manager shall be a resident of the City of Socorro within six (6) months of employment. The City Manager must post a fidelity bond.

STATEMENT OF THE ISSUE

The City Manager's Contract is currently expired, and it lies upon Mayor and Council to review her job performance and follow the City Charter.

Elia Garcia
Mayor
Rene Rodriguez
At Large
Cesar Nevarez
District 1 / Mayor Pro-Tem



Ralph Duran
District 2
Victor Perez
District 3
Yvonne Colon - Villalobos
District 4
Adriana Rodarte
City Manager

December 4, 2020

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Discussion and action to rebuttal allegation being brought up by Mayor Elia Garcia against City Manager Adriana Rodarte.

SUMMARY

On December 1st I was made aware Mayor had received an anonymous complaint from A Socorro resident. Please see attached documentation.

STATEMENT OF THE ISSUE

Same as above

FINANCIAL IMPACT

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

Funding Source: General Fund

Amount: N/A

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

Decline

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

citymanager@ci.socorro.tx.us

From: mayor@ci.socorro.tx.us
Sent: Tuesday, December 1, 2020 11:09 AM
To: Jim Martinez
Subject: FW: City Manager Adriana Rodarte

Good morning Jim,

I reviewed this email yesterday, and after much thought, I believe it's best that you review it as well. Please let me know if there is anything further I should do. I understand that it's Election season, and accusations start flying around, but these are serious allegations. Thank you for your prompt attention to this matter. Looking forward to hearing from you soon.

Sincerely,
Mayor Elia Garcia

-----Original Message-----

From: "Noti Fication" <notification290@gmail.com>
Sent: Sunday, November 29, 2020 7:05pm
To: mayor@ci.socorro.tx.us, news@kvia.com, news@ktsm.com
Subject: City Manager Adriana Rodarte

It has come to our knowledge about the shady behavior our current city manager Adriana Rodarte, performs in a position that represents the City of Socorro for quite some time now and nothing is being done on this matter. This information will also be sent to KVIA and KTSM news stations to see if something can finally be done about it as we the constituents are paying high taxes for clear representation and only getting fooled by one in office of our district.

Complaint against city manager Adriana Rodarte, for violating city charter. She has been working without contract for about 9 months now. Charter requires a contract and therefore her employment is illegal.

Complaint against city manager Adriana Rodarte, for not declaring a conflict of interest when paving 2 streets (Pamela Ray and Richardson) next to property owned by her family, 11928 Pamela Ray. This action is both personal gain and illegal as she is using public funds for personal use.

Complaint against city manager Adriana Rodarte, still hiring for open positions when she shouldn't as she is not contracted by the city charter and choosing only people she knows and has had relationships with in the past without candidates being competent for the positions.

As our city Mayor we need action and responses to these issues from you as our representative. The elephant in the room is not being brought up by all the staff or attending constituents to meetings due to being scared of retaliation.

Cordially,

A Socorro Resident

Elia Garcia
Mayor

Rene Rodriguez
At Large

Cesar Nevarez
District 1



Ralph Duran
District 2

Victor Perez
District 3/Mayor Pro Tem

Yvonne Colon-Villalobos
District 4

**SPECIAL COUNCIL MEETING MINUTES
MARCH 2, 2020 @ 6:00 P.M.**

MEMBERS PRESENT:

Rene Rodriguez
Cesar Nevarez
Victor Perez
Yvonne Colon-Villalobos

MEMBERS ABSENT:

Mayor Elia Garcia
Ralph Duran

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Michael Medina, City Planner
James Martinez, City Attorney

Isela Gonzalez, Court Coordinator
Julie Franco, City Auditor
Mayela Granados, Executive Assistant
Charles Casiano, Finance Director
Officer S. Anchodo
Michelle Gomez, Court Clerk
Ivan Hernandez, Court Clerk
Cynthia C. Candelaria, Juvenile Case Manager
Victor Reta, Rec Centers Director
Angelica Gutierrez, Custodian

1. CALL TO ORDER

The meeting was called to order at: 6:21 p.m. by Mayor ProTem Cesar Nevarez

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Michael Medina.

3. ESTABLISHMENT OF QUORUM

A quorum was established with four members present.

4. PUBLIC COMMENT

Jesse Montelongo, Carlos Dominguez, Sergio Martinez, Martha Martinez, Cynthia Gonzalez, Michael Maser, Gina Cordero, Margie Perez, Albert Ortiz and Sandy Saucedo, spoke during Public Comment.

CONSENT AGENDA

5. EXCUSE ABSENT COUNCIL MEMBERS.

OLIVIA NAVARRO

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve the Consent Agenda*. Motion passed.

Ayes: Rene Rodriguez, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Mayor Elia Garcia and Ralph Duran

REGULAR AGENDA

CITY MANAGER

DISCUSSION AND ACTION ON RENEWAL OF CITY MANAGER'S CONTRACT.

ADRIANA RODARTE

A motion was made by Rene Rodriguez seconded by Yvonne Colon-Villalobos to *renew contract for two (2) years*.

Rene Rodriguez rescinded his motion.

A motion was made by Victor Perez seconded by Yvonne Colon-Villalobos to *move into Executive Session at this time*. Motion passed.

Ayes: Rene Rodriguez, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Mayor Elia Garcia and Ralph Duran

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:41 PM

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 6:57 PM

**DISCUSSION AND ACTION ON RENEWAL OF CITY MANAGER'S
CONTRACT. ADRIANA RODARTE**

A motion was made by Rene Rodriguez seconded by Victor Perez to *allow the city manager to continue as city manager until a full council is present to take formal action with the same employment terms.*

Ayes: Rene Rodriguez, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Mayor Elia Garcia and Ralph Duran

6. **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**

7. **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

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

ADRIANA RODARTE

A motion was made by Rene Rodriguez seconded by Yvonne Colon-Villalobos to *delete items six (6), seven (7), and eight (8).* Motion passed.

Ayes: Rene Rodriguez, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Mayor Elia Garcia and Ralph Duran

9. **ADJOURN**

A motion was made by Victor Perez seconded by Rene Rodriguez to adjourn at 7:18 pm.

Ayes: Rene Rodriguez, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Mayor Elia Garcia and Ralph Duran



Elia Garcia
Elia Garcia, Mayor

Olivia Navarro
Olivia Navarro, City Clerk

March 19, 2020
Date minutes were approved

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into between the City of Socorro (the "City") and Adriana Rodarte ("City Manager").

The City and the City Manager (collectively the "Parties"), for and in consideration of the terms stated in this Agreement, hereby agree as follows:

1. **Employment and Term.** The City agrees to employ the City Manager for a period of twenty-four (24) months, beginning on March 1, 2018 and ending on March 1, 2020, unless such employment is otherwise terminated as set forth herein. This Agreement does not automatically renew. Rather, after the term of this Agreement ends, if the City Manager is allowed to continue as City Manager, it shall be at the will and pleasure of the City Council.
2. **Credentials.** The City Manager represents that any records or information provided in connection with her employment application are true and correct.
3. **Residency.** The City Manager shall maintain her primary residence in the City of Socorro.
4. **Representations.** At the beginning of this Agreement, and at any time during this Agreement, the City Manager agrees to submit to a review of his or her national criminal history record information, if required by the City. The City Manager also agrees to notify the City, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the City Manager, before or during the City Manager's employment.
5. **Duties.** The City Manager agrees to perform the duties of City Manager for the City as prescribed in the City Charter, City ordinances, and as may be assigned by the Socorro City Council. City Manager shall perform those duties with reasonable care, skill, and diligence. City Manager shall comply with all City Council directives, state and federal law and rules, City policy, and regulations as they exist or may hereafter be amended. The provisions of the Socorro City Charter that affect or relate to the City Manager's employment, duties and removal are incorporated into this Agreement by reference. Texas law shall govern construction of this Agreement.
6. **Evaluations.** The Socorro City Council shall provide a written evaluation of the City Manager every six (6) months.
7. **No Outside Employment:** The City Manager agrees to devote her full time, skill, labor, and attention to performing her duties. The City Manager shall not perform work, either as an employee or independent contractor, for any other person or entity without the approval of City Council. If outside employment is ever authorized by City Council, the City Manager agrees to comply with applicable ethics rules, laws, and City policies regarding reporting potential and actual conflicts of interest. In addition, the City Manager agrees to provide information regarding income from such activities to the City as necessary for financial reporting requirements.
8. **Compensation and Discretionary Bonus.** The City agrees to pay the City Manager an annual salary of \$120,000.00. At the end of the first twelve (12) months of this Agreement, the City

Manager shall be eligible for a bonus up to and not to exceed Three Percent (3%) of City Manager's annual salary, which is contingent on the receipt of a favorable written evaluation from City Council. At the end of the second twelve (12) months of this Agreement, the City Manager shall be eligible for a bonus up to and not to exceed Five Percent (5%) of City Manager's annual salary, which is contingent on the receipt of a favorable written evaluation from City Council.

9. **Standard Benefits:** The City shall provide benefits, including health insurance and vacation pay, to the City Manager as a full-time employee of City and as provided by Texas law and City policies. The City reserves the right to amend its policies at any time during the term of this Agreement to reduce or increase these benefits, at the City's sole discretion.
10. **Additional Benefits:** In addition to the Standard Benefits, referred to above, the City shall provide to City Manager the following Additional Benefits:
 - 10.1 **Automobile:** Monthly automobile allowance of \$600.00;
 - 10.2 **Retirement Plan:** Access to the City's Nationwide Insurance administered, 457(b) retirement plan wherein the City will match City Manager's monthly contribution up to 5% of City Manager's salary subject to the maximum tax deferred contribution permitted under the plan; and
 - 10.3 **Life Insurance:** Life Insurance, subject to any necessary health qualifications, of \$100,000.00.
 - 10.4 **Business Expenses:** The City shall pay or reimburse the City Manager for reasonable and necessary expenses incurred by the City Manager in the continuing performance of the City Manager's duties under this Contract. The City agrees to pay the actual and incidental costs incurred by the City Manager for travel, excluding mileage expense reimbursement for travel to destinations within El Paso County. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the City. Reimbursement for such expenses shall include reasonable expenses incurred by the City Manager for meals with business, civic and local government leaders and members of the City Council, when appropriate. The City Manager shall comply with all applicable laws, policies, procedures and documentation requirements in accordance with established policy and procedures, which shall be subject to review by the City's independent auditors. The City Manager shall report to the City, on no less than a quarterly basis, all expenses and travel by her covered by this section.
 - 10.5 **Professional Association and Continuing Education:** The City shall pay for reasonable and appropriate (a) professional dues and subscriptions of the City Manager necessary for participation in municipal and managerial associations and organizations; and (b) professional development seminars and short courses.
 - 10.6 **Civic Activities:** The City Manager is encouraged to participate in community and civic

organizations and activities. The cost of reasonable and appropriate activities shall be paid by the City.

11. Termination and Suspension.

11.1 Suspension: The City may suspend the City Manager's employment, with pay, at any time.

11.2 Termination (Good Cause): The City may terminate this Agreement for "good cause." The term "good cause" means: (i) any act or omission committed by City Manager after the City has notified City Manager that the same or substantially similar act or omission previously committed by City Manager is contrary to the policies, procedures and standards established by the City; (ii) any other failure by City Manager to perform City Manager's duties; (iii) any act of dishonesty, fraud, negligence or misconduct by City Manager or conduct by City Manager that is unprofessional, unethical, or detrimental to the reputation, character, or standing of the City, including without limitation any arrest, indictment or conviction for any criminal offense, not including minor traffic violations; and (iv) any other material breach of this Agreement by City Manager.

11.3 Severance if Termination Without Good Cause: If the City terminates this Agreement without good cause, the City shall pay the City Manager, as severance pay, a sum equal to the lesser of (a) an amount equal to six months of City Manager's salary (excluding insurance, accrued leave and other non-salary benefits), or (b) an amount equal to City Manager's salary for the remaining term of this Agreement. City Manager is not entitled to a severance payment under any other circumstance.

11.4 Termination (Death): This Agreement shall be automatically terminated upon the death of City Manager.

11.5 Termination (Disability): This Agreement shall terminate if City Manager is unable to perform the essential job functions of the position with reasonable accommodation.

12. Notice to City Council Prior to Vacation or Leave: City Manager shall notify City Council at least five days in advance of taking vacation or personal leave, unless an emergency, illness or other unforeseeable event makes such notice impractical.

13. Legal Defense and Indemnity:

13.1 Indemnification: To the extent it may be permitted to do by applicable law, including, but not limited to Chapter 102 of the Texas Civil Practice & Remedies Code, the City does hereby agree to defend, hold harmless, and indemnify City Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against City Manager in the City Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and

attorneys' fees, arose or does arise in the future from an act or omission of City Manager, as an employee of the City, acting within the course and scope of the City Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the City Manager. The selection of the City Manager's legal counsel shall be with the mutual agreement of the City Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the City Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph exceeds the authority provided and limitations imposed by Chapter 102 of the Texas Civil Practice & Remedies Code, it shall be construed and modified accordingly.

- 13.2 **City's liability insurance:** The City may purchase insurance to provide a legal defense to the City Manager in connection with claims for which the City Manager is entitled to indemnification as set forth in Paragraph 11.1.
- 13.3 **Legal Defense for claims not covered by insurance:** The City will directly provide a legal defense to the City Manager when: (a) the City Manager is entitled to indemnification as set forth in Paragraph 11.1.; and (b) either the City does not possess insurance or the City's insurance carrier refuses to accept responsibility to defend such claim.
- 13.4 **Request:** The City Manager must submit a written request for legal defense to the City, the request must include a copy of the demand, summons or other legal papers evidencing the claim or cause of action;
- 13.5 **Reasonable Cooperation.** City Manager agrees to immediately deliver a copy of any summons or other legal process served upon City Manager to the City's City Clerk and City Attorneys and provide reasonable assistance to and cooperate with the City, its Mayor, agents, employees and attorneys in response to any legal proceeding or claims brought against the City, its Mayor, agents and employees. The City shall pay or reimburse the City Manager for all reasonable expenses incurred by City Manager in the course of fulfilling the obligation of reasonable assistance and cooperation pursuant to this Section including, but not limited to, expenses for travel, meals and overnight stays.
- 13.6 **Survival:** The City's obligation to provide a legal defense to the City Manager under this paragraph shall survive the termination of this Agreement.

14. **General Provisions.**

- 14.1 **Amendment:** This Agreement may not be amended except by written agreement of the Parties.

- 14.2 **Severability:** If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement.
- 14.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the City Manager are superseded by this Agreement. This Agreement, and any addenda, constitutes the entire agreement between the Parties.
- 14.4 **Applicable Law and Venue:** Texas law shall govern construction of this Agreement. The Parties agree that venue for any litigation relating to the City Manager's employment with the City, including this Agreement, shall be in El Paso County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be with the El Paso Division of the United States District Court for the Western District of Texas.
- 14.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Agreement are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 14.6 **No Property Interest:** The City has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment under this Contract.
- 14.7 **Joint Drafting of Agreement:** Should any of the terms of this Agreement be determined to be ambiguous, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.

15. **Notices.**

- 15.1 **To the City Manager:** The City Manager agrees to keep a current address on file with the City's human resources office. The City Manager agrees that the City may meet any legal obligation it has to give the City Manager written notice regarding this Agreement or the City Manager's employment by hand-delivering the notice to the City Manager or by sending the notice by certified mail, regular mail, and/or express delivery service to the City Manager's address of record.
- 15.2 **To the City:** The City agrees that the City Manager may meet any legal obligation he or she has to give the City written notice regarding this Agreement or the City Manager's employment by providing one copy of the notice to the Mayor and one copy to the City Clerk. The City Manager may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service.

I have read this Agreement and agree to abide by its terms and conditions:

City Manager: 

Date signed: 3/7/18

City of Socorro

By: *W. Davis*
Mayor

Date signed: 3-7-18

HUMAN RESOURCES DEPARTMENT

16. DISCUSSION AND ACTION TO APPROVE A GRANTS WRITING DEPARTMENT VS. OUTSOURCING GRANT WRITING SERVICES.

ROSIO MARIN

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item sixteen (16)*.

Presentation made by Rosio Marin, HR Director.

An amended motion was made by Victor Perez seconded by Ralph Duran to *approve and to direct staff to pursue developing a Grants Writing Department*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

RECREATION CENTERS DEPARTMENT

17. DISCUSSION AND ACTION REGARDING THE SECURITY FEES REGARDING THE UPCOMING INNOVATIVE READINESS TRAINING (IRT) COMMUNITY CLINIC & TEXAS A & M.

VICTOR RETA

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item seventeen (17)*.

Presentation made by Pema B. Garcia, Regional Director Western Rio Grande Region Colonias Program College of Architecture at Texas A&M University see Exhibit "A"

An amended motion was made by Victor Perez seconded by Cesar Nevarez to *approve item and for the City to assist with cost for security fee of \$1,250*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

PUBLIC WORKS AND PARKS DEPARTMENT

18. DISCUSSION AND ACTION TO APPROVE RECOMMENDED STREETS TO BE PAVED AND TO RECEIVE INSTRUCTIONS ON ANY OTHER POSSIBLE CANDIDATES FOR PAVING AS WELL AS TO ASK COUNCIL FOR GUIDANCE ON HOW FUNDS WILL BE ALLOCATED FOR THIS PROJECT.

MIGUEL ROSAS

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item eighteen (18)*.

Miriam Cruz spoke on this item.

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *approve and direct staff to gather the top five most needed roads per district total estimate to pave with or without curb and gutter. Prepare to present during budget meetings*. Motion passed.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

PLANNING AND ZONING DEPARTMENT

19. DISCUSSION AND ACTION TO DIRECT STAFF TO INVESTIGATE THE POTENTIAL PURCHASE OF A PROPERTY LOCATED AT 10696 STOCKYARD ROAD THAT IS CURRENTLY A PORTION OF THE EXISTING ARROYO IN THAT AREA. JOB TERRAZAS

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item nineteen (19)*.

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *direct staff to pursue the purchase of property described and to have property owner pay for the appraisals of property*. Motion passed.

Miriam Cruz spoke on this item.

Ayes: Rene Rodriguez, Cesar Nevarez, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent:

CITY MANAGER

21. DISCUSSION AND ACTION TO APPROVE A CHANGE TO THE SIGNATORIES OF WESTSTAR BANK TO INCLUDE THE MAYOR ELIA GARCIA AND CITY MANAGER ADRIANA RODARTE. ADRIANA RODARTE

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item twenty-one (21)*. Motion passed.

Elia García
Mayor

Rene Rodriguez
At Large

Cesar Nevarez
District 1



Ralph Duran
District 2

Victor Perez
District 3 – Mayor Pro Tem

Ivonne-colon Villalobos
District 4

Adriana Rodarte.
City Manager

DATE: 26 April 2018

TO: Mayor and Council, City of Socorro, Texas

FROM: Miguel Rosas., Parks, & Public Works Director

SUBJECT: *Discussion and action* to approve recommended streets to be paved and to receive instructions on any other possible candidates for paving as well as to ask council for guidance on how funds will be allocated for this project.

SUMMARY: Parks & Public works recommends the approval of proposed paving list

BACKGROUND

The public works department reviewed the streets around the city and came up with the following list of streets in need paving and or repairs. Presented is the proposed list of streets to be paved.

STATEMENT OF THE ISSUE

See attached documentation

FINANCIAL IMPACT

Account Code (GF/GL/ Dept.): n/a

Funding Source: Capital funds,

Amount: \$2,247,389.00

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#) Buy board pricing will be used, when available, for all materials and services for these projects.

ALTERNATIVE

N/A

STAFF RECOMMENDATION

Recommend that City Council approves the proposed paving list as well to provide any recommendation or alterations to such as council sees fit.

REQUIRED AUTHORIZATION

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

Street name	Length(feet)	Width (feet)	Tons	Material cost \$	Condition	District	Comments
Sudan	1600	25	6055	37510	5	1	
Rye	300	40	180	11160	5	1	
Supima	1400	25	530	32860	5	1	
Judy	700	25	265	16430	5	1	
Range war	505	25	200	12400	5	1	
Grijalva	3008	30	1363	91455	4	1	
Lico	1076	30	490	32830	5	1	
Tito	470	25	180	12060	5	1	
Khyber	690	25	260	17420	4	1	
Mandy	320	25	120	8040	5	1	
Nancy	1710	30	775	51925	5	1	
Richardson	1400	30	640	42800	5	1	
Pamela raye	3400	30	1600	107200	5	1	
Stevie	190	25	140	9380	5	1	
Rye	300	25	115	7705	5	1	
Seth	470	25	180	12060	5	1	
Sheryl	1000	30	455	30485	4	1	
Stockyard partial	1400	30	640	42880	5	1	
pioneer	230	25	90	6030	3-4	2	
skylight	900	30	410	27470	3-4	2	
Bufford	30	5700	2600	174200	3	3-4-5	
Montemayor	1600	25	605	40535	4	3	
Shanda	1500	30	680	45560	4	3	
Staci	2060	30	940	62980	4	3	
Place	6000	30	2720	182240	4-5	3	

Haney	1720	30	780	52260	5	4	
Hodaka way	730	30	360	24120	5	4	
Jorge	600	30	270	18090	4	4	
Caveza de vaca	1700	30	770	51590	5	4	
Peters	4400	30	2000	134000	4-5	4	
Paul jason	400	25	150	10050	4	4	
sears	850	30	370	24790	5	4	
Silvia	770	30	350	23450	5	4	
Toyota	1500	30	670	44890	5	4	
Valle bajo	1750	30	795	53265	4	4	
Valle bonito	1750	30	795	53265	4	4	
Valle dorado	1720	30	780	52260	4	4	
Valle frondoso	1720	30	780	52260	4	4	
Valle verde	500	30	225	150754	4	4	
Valle palomar	1720	30	780	52260	4	4	
Valle viejo	680	30	310	20770	4	4	
Wellekka	5600	30	2600	174200	4-5	4	
yamaha	2200	30	1000	67000	5	4	
Totals	62,539 lineal feet			\$2,174,889.00			

Base material estimate: 5000 tons @ \$12 each = 60,00.00

Tack oil estimate: 2500 gallons @ \$5 each = \$12,500

Total estimated material costs: \$ 2,247,389.00

This estimate does not include any milling procedures. Milling procedures will only be recommended for certain roadway improvement projects.

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.)

PRESENTATIONS

5. **Workshop and discussion and action** on approving capital improvement items for the Capital Program. *Adriana Rodarte*

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

6. **Excuse absent council members.**

Olivia Navarro

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:

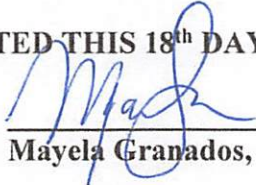
7. ***Discussion and action*** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal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

DATED THIS 18th DAY OF MAY, 2020

By: 

Mayela Granados, Executive Assistant for 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 18TH DAY OF MAY 2020

By: 

Mayela Granados, Executive Assistant for Olivia Navarro, City Clerk

Agenda posted: 05/18/2020 at 3:00pm
Removed: _____ Time: _____ by: _____

DRAFT Capital Improvement Plan Projects						
Project Name	Project Description	From	To		Estimated Cost	Projected Cost
REGIONAL SIGNIFICANT ROADWAYS						
Nuevo Hueco Tanks	Traffic Signalization	I-10	North Loop (FM 76)	MPO	\$ 3,000,000	
Nuevo Hueco Tanks Extension	4 lane divided roadway, ADA compliant sidewalks, and protected bike lanes	North Loop (FM 76)	Alameda Ave (SH 20)	MPO	\$ 15,404,041	
Nuevo Hueco Tanks Extension	Preliminary engineering	North Loop (FM 76)	Alameda Ave (SH 20)	MPO	\$ 1,400,000	
New Moon Road	Widen roadway from 2 to 4 lanes, and multi-use path	North Loop (FM 76)	Alameda Ave (SH 20)	MPO	\$ 12,000,000	
Rio Vista Road	Feasibility Study	North Loop (FM 76)	Alameda Ave (SH 20)	MPO	\$ 650,000	
Rio Vista Road	Widen roadway from 2 to 4 lanes, and multi-use path	North Loop (FM 76)	Alameda Ave (SH 20)	MPO	\$ 12,000,000	
Arterial 1 (1682) Blvd	4 lane divided roadway, sidewalks, and multi-use path	I-10	Border Highway East	MPO	\$ 26,735,765	
						\$0
ROADWAYS						
Nancy Road	Roadway reconstruction with culvert, curb cuts, and sidewalks	Horizon Blvd	Visa Road		TBD	
Visa Road	Roadway reconstruction with curb cuts and sidewalks	Nancy Road	I-10		TBD	
Alyssa Road	Roadway reconstruction with curb cuts and sidewalks	I-10	Stockyard		TBD	
Stockyard Road	Roadway reconstruction with curb cuts and sidewalks	Reid Road	Horizon Blvd		TBD	
Varela Road	Roadway construction with curb cuts and sidewalks					
						\$0
SURVEY/DEDICATION						
City Boundary	Survey the city limits				TBD	
Nancy Road	Right of Way Survey/Dedication	Horizon Blvd	Visa Road		TBD	
Stockyard Road	Right of Way Survey/Dedication	Alyssa Road	Horizon Blvd		TBD	
Varela	Right of Way Survey/Dedication				TBD	
Ormsby	Right of Way Survey/Dedication				TBD	
FE Jackson	Right of Way Survey/Dedication				TBD	
						\$0

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DRAFT Capital Improvement Plan Projects						
Project Name	Project Description	From	To		Estimated Cost	Projected Cost
REGIONAL SIGNIFICANT TRANSIT IMPROVEMENTS						
LGC Transit Route	Transit Service Routes	Citywide	Citywide		\$ 120,000	
31 Transit Shelters	Transit shelters with benches, trash receptacles, bike rack and ADA complaint pad	31 Various locations			\$ 480,000	
						\$0
TRANSPORTATION ALTERNATIVE SET-ASIDE PROGRAM						
Passmore Road	Share-use path			MPO	\$ 251,000	
						\$0
TRAIL/PARK/POND IMPROVEMENTS						
Cielos Neighborhood Ponding	Build 2 Rockwall to secure ponding area with sidewalks	Cielo Mar/Azul Area			\$ 65,000	
Cielos Neighborhood Ponding	Build 2 Rockwall to secure ponding area with sidewalks	Cielo Mar/Azul Area			\$ 60,000	
A segment of the 4-B Socorro Spur	Trail Improvements	Socorro Road	Alameda Ave		\$ 200,000	
The 4-D Tigua Spur	Trail Improvements	Socorro Road	Alameda Ave		\$ 200,000	
						\$0
INFRASTRUCTURE PLANNING						
Plan					\$ 25,000	
Economic Development Plan					\$ 50,000	
Comprehensive Plan					\$ 125,000	
						\$200,000
LOCAL MATCH						
Federal/State (Miscellaneous)					\$ 300,000	
MPO					\$ 1,782,877	
						\$2,082,877

DRAFT Capital Improvement Plan Projects

Project Name	Project Description	From	To	Estimated Cost	Projected Cost
BRIDGE EXPANSION					
Rio Vista	Widen overpass/bridge section			\$ 500,000	
Bovee	Widen overpass/bridge section			\$ 500,000	
					\$0
SIDEWALK IMPROVEMENTS					
Section 1	ADA compliant sidewalk improvements along Walcott			\$ 144,639	\$ 153,317
Section 2	ADA compliant sidewalk improvements along Flor del Sol			\$ 27,117	\$ 28,744
Section 3	ADA compliant sidewalk improvements along Zebu Road			\$ 9,794	\$ 10,382
Section 4	ADA compliant sidewalk improvements along S. Rio Vista Rd			\$ 36,902	\$ 39,116
Section 5	ADA compliant sidewalk improvements along Welletka			\$ 118,519	\$ 125,630
Section 6	ADA compliant sidewalk improvements along Middle Drain			\$ 68,802	\$ 72,930
Section 7	ADA compliant sidewalk improvements along Middle Drain			\$ 47,268	\$ 50,104
Section 8	ADA compliant sidewalk improvements along N. Moon Dr			\$ 92,242	\$ 97,777
Section 9	ADA compliant sidewalk improvements along Richardson			\$ 37,109	\$ 39,336
Section 10	ADA compliant sidewalk improvements along Jewel			\$ 45,169	\$ 47,879
Section 11	ADA compliant sidewalk improvements along Patti Jo			\$ 39,337	\$ 41,697
Section 12	ADA compliant sidewalk improvements along N. Moon Dr			\$ 55,385	\$ 58,708
				\$722,283	
					\$765,620
STREET STRIPING					
Bauman	Center line Striping				
Bovee	Center line Striping				
Buford	Center line Striping				
Middle Drain	Center line Striping				
Moon	Center line Striping				
Rio Vista	Center line Striping				
Passmore	Center line Striping				
					\$50,000
PARKING LOTS					
Rio Vista Community Center	Parking Lot Paving			\$ 36,550	
Municipal Court	Parking Lot Paving			\$ 42,250	
					\$78,800

DRAFT Capital Improvement Plan Projects

Project Name	Project Description	From	To	Estimated Cost	Projected Cost
STREET REPAVEMENT					
Parker	Street Repavement				
Supima Rd	Street Repavement				
Sudan Dr	Street Repavement				
Judy	Street Repavement				
Range War	Street Repavement				
Richardson	Street Repavement				
Pamela Raye	Street Repavement				
San Ysidro	Street Repavement				
Jorge	Street Repavement				
Melton	Street Repavement				
Bejar Drive	Street Repavement				
Toyota	Street Repavement				
Lozano	Street Repavement				
Valle Palomar	Street Repavement				
Place	Street Repavement				
Nancy	Street Repavement				
Montevideo	Street Repavement				
					\$500,000
STROMWATER FACILITIES					
Stockyard Detention Basin	Development of Ponding Area	Stockyard Area		\$ 4,072,350	
Channel Improvements	2 Channel improvements	I-10	Onion Field Detention Basin	\$ 2,790,000	
Onion Field Phase 2	Completion of Ponding Area	Onion Field		\$ 1,971,500	
					\$8,833,850
STRUCTURE					
Mechanic Shop	2 vehicle maintenance (Quonset hut) facility			\$ 100,000	
Rio Vista Community Center	Design and Plans for the full rehabilitation of Rio Vista.			\$ 947,000	
PDHQ	Elevated walkway, Paving, and Sidewalk improvements			\$ 100,000	
					\$1,147,000

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DRAFT Capital Improvement Plan Projects

129

Project Name

Project Description

From

To

Estimated
CostProjected
Cost

130

ENGINEERING INFRASTRUCTURE

131

Engineering/Surveying Services

On call General Engineering Services

\$ 750,000

132

\$750,000

133

MACHINERY AND EQUIPMENT

134

Public Works

Loader

\$ 300,000

135

Steel Roller

TBD

136

2 Utility Trailer

TBD

137

Street Sweeper

TBD

138

Semi-Truck

TBD

139

2 Dump Trucks

TBD

140

Vacuum Truck

TBD

141

Skid Steer

TBD

142

Backhoe

TBD

143

Zero Turn Mower

TBD

144

2 Utility Trailers

TBD

145

2 Pick-up Trucks

TBD

146

\$0

147

SECURITY IMPROVEMENTS

148

Municipal Court Security
Improvements

Keyless Door Ingress/Egress equipment

TBD

149

Municipal Court Security
Improvements

Bulletproof Paneling

TBD

150

Municipal Court Technology

Wireless Ticket Writers

TBD

151

\$0

Capital Improvement Plan (Constraint)

		2020	2021	2022	2023	2024
Infrastructure						
Flood Improvements	\$ 3,744,263	\$ 1,772,763	\$ 1,971,500	\$ -	\$ -	\$ -
Bridge Expansions	\$ 1,000,000	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -
Engineering Infrastructure	\$ 1,131,785	\$ 226,357	\$ 226,357	\$ 226,357	\$ 226,357	\$ 226,357
Street Overlay	\$ 500,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Street Stripping	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Building Improvements	\$ 621,075	\$ 542,275	\$ 78,800	\$ -	\$ -	\$ -
Local Share	\$ 2,082,877	\$ 1,782,877	\$ 100,000	\$ 100,000	\$ 75,000	\$ 25,000
Infrastructure Planning	\$ 200,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Machinery and Equipment						
	\$ 630,000					
Vehicles						
	\$ 40,000					
<i>Available Balance</i>	\$ 10,000,000					

Capital Improvement Plan (Adjusted DRAFT)

		2020	2021	2022	2023	2024	2025
Infrastructure							
Flood Improvements	\$	1,971,500	\$ -	\$ 1,971,500	\$ -	\$ -	\$ -
Bridge Expansions	\$	1,000,000	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -
Engineering Infrastructure	\$	1,131,785	\$ 226,357	\$ 226,357	\$ 226,357	\$ 226,357	\$ -
Street Overlay	\$	500,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Street Stripping	\$	50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Building Improvements	\$	78,800	\$ -	\$ 78,800	\$ -	\$ -	\$ -
Local Share	\$	2,082,877	\$ 1,782,877	\$ 100,000	\$ 100,000	\$ 75,000	\$ 25,000
Infrastructure Planning	\$	200,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Machinery and Equipment							
	\$	630,000					
Vehicles							
	\$	-	\$ -				
<i>Estimated Balance</i>	\$	7,644,962					

Elia Garcia
Mayor

Rene Rodriguez
At-Large

Cesar Nevarez
District 1/ Mayor ProTem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

RESOLUTION 627

A RESOLUTION OF THE CITY OF SOCORRO, TEXAS ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM PURSUANT TO SECTION 5.08 AND 5.09 OF THE SOCORRO CITY CHARTER.

WHEREAS, pursuant to the Socorro City Charter, Sections 5.08 and 5.09, the City of Socorro shall annually update and adopt a 5-year Capital Improvement Program; and

WHEREAS, The Capital Improvement Program serves as a valuable planning document serving as a general blueprint for capital programs and projects; and

WHEREAS, the 5-year capital Improvement Program describes the specific capital improvement projects, provides estimated costs for those projects, and schedules the year during which each project will be undertaken; and

WHEREAS, the capital improvement projects for the first year are included in the Fiscal Year 2015 budget for the City of Socorro; and

WHEREAS, the 5-Year Capital Improvement Program will be reconsidered annually by the City of Socorro and appropriately revised;

WHEREAS, on September 3, 2020 the Socorro City Council held a public hearing to consider the 5-year Capital Improvement Program for fiscal years 2021-2026; and

WHEREAS, The City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt the 5-Year Capital Improvement Program;

NOW, THEREFORE, the City of Socorro hereby resolves;

That the 5-Year Capital Improvement Program for the period beginning October 1, 2021 is hereby approved and adopted by the Socorro City Council. A copy of the program is attached.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER, 2020.

Elia Garcia
Elia Garcia, Mayor

ATTEST:

Olivia Navarro
Olivia Navarro, City Clerk



Capital Improvement Plan

	2021	2022	2023	2024	2025	
Infrastructure						
Flood Improvements	\$ 1,971,500	\$ -	\$ -	\$ -	\$ -	\$ 1,971,500
Bridge Expansions	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000
Engineering Infrastructure	\$ 226,357	\$ 226,357	\$ 226,357	\$ 226,357	\$ -	\$ 905,428
Street Overlay	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 400,000
Street Stripping	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 40,000
Building Improvements	\$ 165,800	\$ -	\$ -	\$ -	\$ -	\$ 165,800
Local Share	\$ 1,882,877	\$ 100,000	\$ 75,000	\$ 25,000	\$ -	\$ 2,082,877
Infrastructure Planning	\$ 100,000	\$ -	\$ -	\$ -		\$ 100,000
Machinery and Equipment						
	\$ 914,000					\$ 914,000
TOTAL						\$ 6,665,605

FLOOD IMPROVEMENTS		
Onion Field Phase 1	Ponding Area	\$1,772,763
Sparks Arroyo Area	Stormwater Improvements	\$1,971,500
		\$3,744,263
BRIDGE EXPANSION		
Rio Vista	Widen section overpass/bridge	\$500,000
Bovee	Widen section overpass/bridge	\$500,000
		\$1,000,000
ENGINEERING INFRASTRUCTURE		
Engineering/Surveying Services	On call General Engineering Services	\$1,131,785
		\$1,131,785
STREET OVERLAY		
Sudan Dr	Street Repavement	
Supima Rd	Street Repavement	
Nancy Drive	Street Repavement	
Lozano Lane	Street Repavement	
Melton Road	Street Repavement	
Bejar Drive	Street Repavement	
Jorge Road	Street Repavement	
Toyota Road	Street Repavement	
Little Corrina	Street Repavement	
Range War	Street Repavement	
Tito	Street Repavement	
Lico Lane	Street Repavement	
Judy Lane	Street Repavement	
Richardson	Street Repavement	
Pamela Raye	Street Repavement	
Valle Palomar	Street Repavement	
San Ysidro	Street Repavement	
Place	Street Repavement	
Parker	Street Repavement	
		\$500,000
STREET STRIPING		
Bauman	Center line Striping	
Bovee	Center line Striping	
Buford	Center line Striping	
Middle Drain	Center line Striping	
Moon	Center line Striping	
Passmore	Center line Striping	
Rio Vista	Center line Striping	
		\$50,000
BUILDING IMPROVEMENTS		
Police Department Building	Modular Building Purchase	\$542,275
Rio Vista Area Parking Lot	Community Center	\$36,550
	Municipal Court	\$42,250
		\$621,075
LOCAL MATCH		
Federal/State Match Requirements		\$300,000
MPO Federal Match Requirement		\$1,782,877
		\$2,082,877
INFRASTRUCTURE PLANNING		
Neighborhood Traffic Management Plan		\$25,000
Economic Development Plan		\$50,000
Comprehensive Plan		\$125,000
		\$200,000
MACHINE AND EQUIPMENT		
Public Works Department	Semi Day Cab	\$80,000
	Loader	\$300,000
	Blade	\$250,000
		\$630,000
VEHICLES		
IT Department	T-250 MR CR VAN (2019 Transit)	\$40,000
		\$40,000

TOTAL \$10,000,000

CITY OF SOCORRO CAPITAL IMPROVEMENT PROGRAM

	2020	2021	2022	2023	2024
	1	2	3	4	5
Infrastructure					
Flood Improvements	\$ 3,744,263	\$ 1,772,763	\$ 1,971,500	-	-
Bridge Expansions	\$ 1,000,000	-	\$ 500,000	\$ 500,000	-
Engineering Infrastructure	\$ 1,131,785	\$ 226,357	\$ 226,357	\$ 226,357	\$ 226,357
Street Overlay	\$ 500,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Street Stripping	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Building Improvements	\$ 621,075	\$ 542,275	\$ 78,800	-	-
Local Share	\$ 2,082,877	\$ 1,782,877	\$ 100,000	\$ 100,000	\$ 75,000
Infrastructure Planning	\$ 200,000	\$ 100,000	\$ 100,000	-	-
Machinery and Equipment					
	\$ 630,000	\$ 630,000	-	-	-
Vehicles					
	\$ 40,000	\$ 40,000	-	-	-
TOTAL	\$10,000,000	\$ 5,204,272	\$ 3,086,657	\$ 936,357	\$ 411,357
		<i>\$ 5,204,272</i>	<i>\$ 8,290,929</i>	<i>\$ 9,227,286</i>	<i>\$ 9,638,643</i>
					<i>\$ 10,000,000</i>

Elia Garcia
Mayor

Rene Rodriguez
At Large

Cesar Nevarez
District 1



Ralph Duran
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

March 30, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Cesar Nevarez, District 1 Representative

SUBJECT: DISCUSSION AND ACTION TO APPROVE PAVING OF RANGE WAR, SUDAN, RYE, SUPIMA, JUDY AND COTTON VALLEY ESTATE SUBDIVISION IN THE AMOUNT OF \$275, 695.00.

SUMMARY

City has received multiple complaints on the following streets in need of paving.

Cotton Valley Subdivision
Richardson, Pamela Raye and Stevie
Range War
Sudan
Rye
Supima
Judy

The City of Socorro has a total of 469 dedicated roads, since 2014 the department had been instructed to pave and over lay the ones in worst conditions. This led to 80 streets around the city to be upgraded.

There are a lot of streets left that need upgrading, but since last fiscal year no set budget has been set in order to keep overlaying roadways.

The reason that the sections in question and many other roadways were not placed on the lists to be upgraded might have been that at the time of the visual inspections the road ways were still operational and in decent driving conditions compared to the ones that made it on the paving lists.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount: estimated cost \$275, 695.00

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

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

Cotton valley paving estimate

Richardson: 550 tons = \$ 36,850

Pamela raye: 1600 TONS = 107,200

Stevie: 140 TONS=\$ 9,380

TOTAL ESTIMATED TONNAGE: 2,290 TONS @ \$67 PER TON = \$ 153,430

TACK OIL 165 GALS @ \$ 5 PER GALLON = \$825

BASE MATERIAL 400 TONS @ 12 PER TON= \$ 4800

TOTAL ESTIMATED MATERIALS COST \$159,085

Adriana Rodarte

From: Miguel Rosas <mrosas@ci.socorro.tx.us>
Sent: Wednesday, March 28, 2018 4:15 PM
To: Adriana Rodarte
Subject: district 1 paving estimates

Good afternoon,

Below are the estimates for certain streets that need overlay in district 1.

Street name	length	width	tons	\$ price
Sudan	1600	25	605	37,510
Rye	300	40	180	11,160
Supima	1400	25	530	32,860
Judy	700	25	265	16,430
Range war	505	25	200	12,400
Base			350	3,500
Tac oil			550	2,750
Estimated total				\$116,610

If you have any questions please contact me.

Miguel A. Rosas
Parks & Public works Director



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From: Paul Solis III [REDACTED]
Sent: Monday, March 12, 2018 1:10 AM
To: Adriana Rodarte <citymanager@ci.socorro.tx.us>
Cc: mayor@ci.socorro.tx.us; atlarge@ci.socorro.tx.us; james.napier@bobcatofelpaso.com; gabriel.r.garcia@dhs.gov; P&Z Director <aochoa@ci.socorro.tx.us>; district1@ci.socorro.tx.us
Subject: Cotton Valley Sub division

Ms. Rodarte,

I am writing to you and city council today to request your attention to the Cotton Valley Sub division sewer project. We in the community are grateful for the progress that has been made to bring this last piece of infrastructure into our neighborhood. With this said, it has come to the attention of many of our neighbors on how poor the roads are going to be left once the contractors complete their work. We do not believe that these dilapidated roads were the direct result of the construction as they were already in poor shape prior to the start of this project. The black top is very thin in some areas only two inches, with many pot holes that are continuously being repaired. One of our main concerns are the 18 wheelers that are allowed into this residential area which are a direct cause of the issues.(see attachments for pictures and bridge loads) In addition, I have enclosed a section of the Texas Transportation Code for your reference <http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.545.htm#545.307>

We would like to request that the city of Socorro, please consider repaving our streets in the Cotton Valley subdivision instead of allowing the contractor to only do patch work. We believe that we are still early enough to address this situation especially before monies are spent on work that is not going to leave an acceptable result. Is it possible that arrangements be made to help subsidize the cost to leave our area in better shape than what it was before?

Any consideration or response to this request will be appreciated.

Respectfully,

