

**Jesus Ruiz**  
Mayor  
**Rene Rodriguez**  
At Large/Mayor Pro Tem  
**Sergio Cox**  
District 1



**Gloria M. Rodriguez**  
District 2  
**Victor Perez**  
District 3  
**Anthony Gandara**  
District 4  
**Adriana Rodarte**  
City Manager

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

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

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 5<sup>th</sup> DAY OF MAY, 2016 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:

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.)

**PRESENTATION**

5. **Presentation** from FBI Agent in regards to working with the FBI and the benefits to the City of Socorro. **Chief Carlos Maldonado**
6. **Presentation** from Lieutenant Smith in reference to training he received from the FBI National Academy. **Chief Carlos Maldonado**

7. **Presentation** from Officer James Urquidi in reference to training he received from the National Forensic Academy. **Chief Carlos Maldonado**

### **CONSENT AGENDA**

8. **Excuse** absent Council Members. **Olivia Navarro**
9. **Approval** of Regular Council Meeting Minutes of April 21, 2016. **Olivia Navarro**

### **PUBLIC HEARINGS/ORDINANCES**

10. **Introduction, First Reading and Calling for a Public Hearing** of an Ordinance changing the Zoning of Tract 4-C-1-B, Block 3, Socorro Grant (946 Horizon Blvd.) from R-1 (single family residential) to C-2 (General Commercial). **Sam Leony**

### **REGULAR AGENDA**

#### **GRANTS DIVISION**

11. **Discussion and action** to authorize Mayor Jesus Ruiz to appoint Human Resources Director Rosio Marin as Civil Rights Officer under CDBG Contract #7215479. **Anibal Olague**
12. **Discussion and action** to authorize Mayor Jesus Ruiz to appoint Human Resources Director Rosio Marin as Labor Standards Officer under CDBG Contract #7215479. **Anibal Olague**
13. **Resolution 498** Declaring the month of May as Fair Housing Month in the City of Socorro. **Anibal Olague**
14. **Discussion and action** to approve the City of Socorro's Resolution 499 Excessive Force Policy, Section 3 Policy, and 504 Grievance Procedures under CDBG contract 7215479. **Anibal Olague**

#### **RECREATIONAL CENTERS**

15. **Discussion and action** to sign the contract for pyrotechnics for the July 2<sup>nd</sup> Independence Day Extravaganza to Big Dog Pyro in the amount of \$15,650.00. **Victor Reta**
16. **Discussion and action** to authorize the city manager or her designee to execute the MOU (Memorandum of Understanding) between the City of Socorro and the National Trust for partnership regarding the Historic Preservation and Repurposing of the Rio Vista Community Center and Library. **Victor Reta**

#### **PLANNING AND ZONING**

17. **Discussion and action** on the preliminary subdivision plat approval of Villas Del Valle Subdivision Unit III. **Sam Leony**

### **CITY MANAGER**

18. ***Discussion and action*** to award Border Community Development Consultants, Inc., for CDBG Spark Arroyo Administration and Professional Services and to authorize City Manager or her designee to sign contract or agreement. ***Adriana Rodarte***
19. ***Discussion and action*** regarding results of investigation into requests for street paving/improvements requested by Representative Sergio Cox. ***Adriana Rodarte***
20. ***Discussion and action*** to direct staff on how to proceed with Sylvia Ct. ***Adriana Rodarte***
21. ***Discussion and action*** regarding claim arising from property located on Thunder Road owned by Maria Ugarte and Richard Hernandez, conflict with other properties in the area, dumping, debris and drainage in the area and enforcement of ordinances on and for these properties, including ordinances regarding drainage and ordinances requiring fences or wall to be constructed on and between certain properties. ***Adriana Rodarte***

### **MAYOR AND COUNCIL**

22. ***Discussion and action*** on directing City Manager to submit a work order with Dannenbaum Engineering in order to create a Sidewalk Plan for the City of Socorro. ***Mayor Jesus Ruiz***
23. ***Discussion and action*** regarding additional steps to be taken involving Representative Sergio Cox in light of results of investigation into his requests for street paving/improvements. ***Mayor Jesus Ruiz***
24. ***Discussion and action*** to direct the City Manager to enforce all city ordinances. ***Rene Rodriguez***

### **EXECUTIVE SESSION**

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:***

**25. 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***

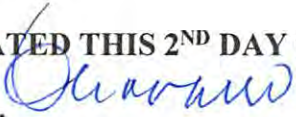
**26. Discussion and action** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters.  
***Adriana Rodarte***

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

**28. Discussion and action** to approve Bernardo Salinas and Mario Rodriguez, Plaintiff v. The City of Socorro, Texas, Defendant; United States District Court, Western District of Texas, El Paso Division; No. EP:15-CV-243-KC.  
***Adriana Rodarte***

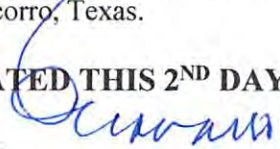
**29. Adjourn**

**DATED THIS 2<sup>ND</sup> DAY OF MAY, 2016.**

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 2<sup>ND</sup> DAY OF MAY, 2016.**

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

Agenda posted: 5-2-16 @ 3:39 pm  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_



**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3 – Mayor Pro Tem

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: May 5, 2016**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: PRESENTATION FROM FBI AGENT IN REGARDS TO WORKING WITH THE FBI AND THE BENEFITS TO THE CITY OF SOCORRO.**

**SUMMARY**

The Police Department has a great working relationship with outside agencies to include the FBI and an agent will present how the City of Socorro will benefit working with the FBI.

**BACKGROUND**

City of Socorro Police Department works well with outside agencies and an agent from the FBI will present the necessities of a continuing process.

**STATEMENT OF THE ISSUE**

Presentation of the benefits to working with outside agencies.

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

Presentation only.

**REQUIRED AUTHORIZATION**

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3 – Mayor Pro Tem

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: May 5, 2016**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: PRESENTATION FROM LIEUTENANT SMITH IN REFERENCE TO TRAINING HE RECEIVED FROM THE FBI NATIONAL ACADEMY.**

**SUMMARY**

The Police Department will benefit from the training Lieutenant received from the FBI National Academy.

**BACKGROUND**

Lieutenant Smith attended a (10) ten week training course at the FBI National Academy in Quantico Virginia.

**STATEMENT OF THE ISSUE**

Presentation of the benefits to attend a nationally recognized training academy.

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

Presentation only.

**REQUIRED AUTHORIZATION**

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3 – Mayor Pro Tem

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: May 5, 2016**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: PRESENTATION FROM OFFICER JAMES URQUIDI IN REFERENCE TO TRAINING HE RECEIVED FROM THE NATIONAL FORENSIC ACADEMY.**

**SUMMARY**

The Police Department will benefit from the training Officer Urquidi received from the National Forensic Academy.

**BACKGROUND**

Officer Urquidi attended a (10) ten week training course at the National Forensic Academy in Tennessee.

**STATEMENT OF THE ISSUE**

Presentation of the benefits to attend a nationally recognized training academy.

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

**Presentation only.**

**REQUIRED AUTHORIZATION**



**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large/Mayor Pro Tem

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**REGULAR COUNCIL MEETING MINUTES  
APRIL 21, 2016 @ 6:00 P.M.**

**MEMBERS PRESENT:**

Mayor Jesus Ruiz  
Victor Perez  
Rene Rodriguez  
Anthony Gandara  
Sergio Cox  
Gloria M. Rodriguez

**MEMBERS ABSENT:**

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Olivia Navarro, City Clerk  
James A. Martinez, City Attorney (*Arrived to the meeting at 6:09 p.m.*)  
Sam Leony, Planning and Zoning Director

Rosio Marin, HR Director  
Jesse Scot, Interim CFO  
Miguel Rosas, Interim Public Works Director  
Chief Carlos Maldonado  
Lt. Eddie Smith  
Victor Reta, Community Centers Supervisor

**1. CALL TO ORDER**

The meeting was called to order at: 6:08 p.m.

**2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

Pledge of Allegiance was led by Miguel Rosas

**3. ESTABLISHMENT OF QUORUM**

A quorum was established with all members present.

#### **4. PUBLIC COMMENT**

Ralph Duran, Roberto Duran, Ofelia Carrete, Robert Guerrero, Fernie Salcido, Leon Luna, Lorenza Fraire and Sergio Jaime spoke during Public Comment.

A motion was made by Sergio Cox seconded by Rene Rodriguez to *suspend the rule and allow speakers to speak*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

Rana Sanchez, Shanda Giraud, Lindsay Snodgrass, Jesus Cabrera, Jesus Morales, Tony Valdez and David Estrada spoke during Public Comment.

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *move up items twelve (12), thirteen (13) fourteen (14) and fifteen (15)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

#### **PLANNING AND ZONING**

#### **12. DISCUSSION AND ACTION ON THE REQUEST TO APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION FOR THE PROPOSED REZONING OF HIDDEN VALLEY ESTATES FROM R-2, MEDIUM DENSITY RESIDENTIAL TO RM-2, RESIDENTIAL MOBILE HOME PARK. SAM LEONY**

A motion was made by Victor Perez seconded by Rene Rodriguez to *uphold the decision made by the Planning and Zoning Commission to deny the rezoning application*. Motion passed.

Roberto Duran, Eric Murillo, Ofelia Carrete, Fernie Salcido, Lindsay Snodgrass, Lorenza Fraire, Shaunda Giraud, Rana Sanchez and Jesus Cabrera spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**13. DISCUSSION AND ACTION ON THE REQUEST TO APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION FOR THE PROPOSED CONDITIONAL USE PERMIT FOR BEER AND WINE OF LOT 22, TRACT 4C6D, BLOCK 3, HILLCREST MANOR SUBDIVISION AT 901 HORIZON BLVD. SAM LEONY**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve the denial*.

An amended motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to deny *the application for conditional use permit*. Motion passed.

Sandy Saucedo spoke on this item and presented council member with *Exhibit "A"*, Lorenza Fraire and Pat Gardea spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**14. DISCUSSION AND ACTION ON THE REQUEST TO APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION FOR THE PROPOSED CONDITIONAL USE PERMIT FOR A TIRE SHOP ON LOT 40, BLOCK 9, FRIEDMAN ESTATES #1 AT 11421 SOCORRO RD. SAM LEONY**

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *accept the recommendation made by the Planning and Zoning Commission to deny*. Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**15. DISCUSSION AND ACTION ON THE REQUEST TO APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION FOR THE PROPOSED CONDITIONAL USE PERMIT FOR BEER AND WINE OF LOT 3, BLOCK 4, ROSEVILLE SUBDIVISION AT 360 BAUMAN. SAM LEONY**

A motion was made by Rene Rodriguez seconded by Sergio Cox to *accept the recommendation made by the Planning and Zoning Commission to deny the conditional use permit*. Motion passed.

Lorenza Fraire spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

### **PRESENTATION**

**5. PRESENTATION BY INTERIM CITY MANAGER REGARDING MARCH MONTHLY REPORT. *ADRIANA RODARTE***

Presentation made by Adriana Rodarte.

### **CONSENT AGENDA**

**6. EXCUSE ABSENT COUNCIL MEMBERS. *OLIVIA NAVARRO***

**7. APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF APRIL 7, AND SPECIAL COUNCIL MEETING MINUTES OF APRIL 13, 2016.**

***OLIVIA NAVARRO***

**8. DISCUSSION AND ACTION ON APPROVING THE CASH RECEIPTS TRANSACTION REPORT FOR MARCH 2016. *JESSE SCOTT***

**9. DISCUSSION AND ACTION ON APPROVING THE ACCOUNTS PAYABLE TRANSACTION REPORT FOR MARCH 2016. *JESSE SCOTT***

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

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

### **PUBLIC HEARINGS/ORDINANCES**

**10. PUBLIC HEARING OF ORDINANCE 386 AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 7, SECTION 2-266 OF THE CODE OF ORDINANCES OF THE CITY OF SOCORRO, TEXAS, AUTHORIZING THE HISTORICAL LANDMARK COMMISSION TO ASSUME THE POWERS AND DUTIES OF THE MUSEUM COMMISSION, ELIMINATING THE MUSEUM COMMISSION, AND REPEALING CHAPTER 2, ARTICLE IV, DIVISION 5, (SECTIONS 2-233 TO 2-256) OF THE CODE OF ORDINANCES OF THE CITY OF SOCORRO, TEXAS. *ADRIANA RODARTE***

Public Hearing Opened at 7:12 p.m.

No Speakers

Public Hearing Closed at 7:13 p.m.



- 11. SECOND READING AND ADOPTION OF ORDINANCE 386 AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 7, SECTION 2-266 OF THE CODE OF ORDINANCES OF THE CITY OF SOCORRO, TEXAS, AUTHORIZING THE HISTORICAL LANDMARK COMMISSION TO ASSUME THE POWERS AND DUTIES OF THE MUSEUM COMMISSION, ELIMINATING THE MUSEUM COMMISSION, AND REPEALING CHAPTER 2, ARTICLE IV, DIVISION 5, (SECTIONS 2-233 TO 2-256) OF THE CODE OF ORDINANCES OF THE CITY OF SOCORRO, TEXAS. *ADRIANA RODARTE***

A motion was made by Victor Perez seconded by Sergio Cox to *approve item number eleven (11)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**CITY MANAGER**

- 16. DISCUSSION AND ACTION ON APPROVING THE UNAUDITED FINANCIAL REPORTS FOR MARCH 2016. *ADRIANA RODARTE***

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number sixteen (16)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

- 17. DISCUSSION AND ACTION TO ACCEPT DEDICATION OF PIRO CT., AND PROCEED WITH IMMEDIATE PAVING AFTER DEDICATION BECOMES EFFECTIVE. *ADRIANA RODARTE***

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number seventeen (17)*. Motion passed.

Dolores Miranda spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**18. DISCUSSION AND ACTION TO INCREASE CAPITAL FUNDING FOR THE REMAINING OF STREET PAVING PROJECTS FOR 2016 IN THE AMOUNT OF \$210,000.00. ADRIANA RODARTE**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number eighteen (18)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**19. DISCUSSION AND ACTION TO APPROVE DANNENBAUM ENGINEERING WORK ORDER AUTHORIZING CITY MANAGER OR HER DESIGNEE TO EXECUTE WORK ORDER NO. 1. ADRIANA RODARTE**

A motion was made by Gloria M. Rodriguez seconded by Anthony Gandara to *approve item number nineteen (19)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**MAYOR AND COUNCIL**

**20. DISCUSSION AND ACTION REGARDING A CONSTITUENT'S REPORTS OF FIREARMS BEING DISCHARGED IN A PUBLIC PARK AND PUBLIC SAFETY CONCERNS ARISING FROM SAME. SOCORRO POLICE DEPARTMENT CASE NO. 2016000654. ANTHONY GANDARA**

Daniel Hernandez spoke on this item.

No action on this item.

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *move into Executive Session at this time*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:31 P.M.**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 8:05 P.M.**

**21. 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**

**22. 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**

**23. DISCUSSION AND ACTION REGARDING PENDING LITIGATION.**

**ADRIANA RODARTE**

A motion was made by Rene Rodriguez seconded by Victor Perez to *delete items twenty-one (21), twenty-two (22), and twenty-three (23)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

**24. DISCUSSION AND ACTION REGARDING POTENTIAL CLAIM REGARDING REAL PROPERTY OWNED BY MARIA UGARTE AND RICHARD HERNANDEZ [551.071 AND 551.072]. JAMES A. MARTINEZ**

A motion was made by Rene Rodriguez seconded by Anthony Gandara to *enforce our ordinance*.

A motion was made by Rene Rodriguez seconded by Sergio Cox to *suspend the rule and allow speakers to speak*.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

Mayor Jesus Ruiz stepped out of the meeting at 8:19 p.m.

Rene Rodriguez sat in as Mayor Pro Tem.

Mayor Jesus Ruiz stepped back into the meeting at 8:21 p.m.

Richard Hernandez spoke on this item and handed council members with material.  
(See Exhibit "B").

Maria Ugarte spoke on this item.

Rene Rodriguez rescinded his motion.

No action on this item.

## **25. ADJOURN**

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 8:29 p.m.*

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox and Gloria M. Rodriguez

Nays:

Abstain:

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**Jesus Ruiz, Mayor**

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Olivia Navarro  
City Clerk

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Date minutes were approved



The Following residents of Hill Crest Manor Subdivision OPPOSE the permit for Beer and Wine sales for Lot 22. Block3. At 901 Horizon Blvd Space G. XTreme Pizza.

[illegible]



Exhibit "B" #24 April 21, 2016 Coates from Mr. Moore + Rickard Truck.



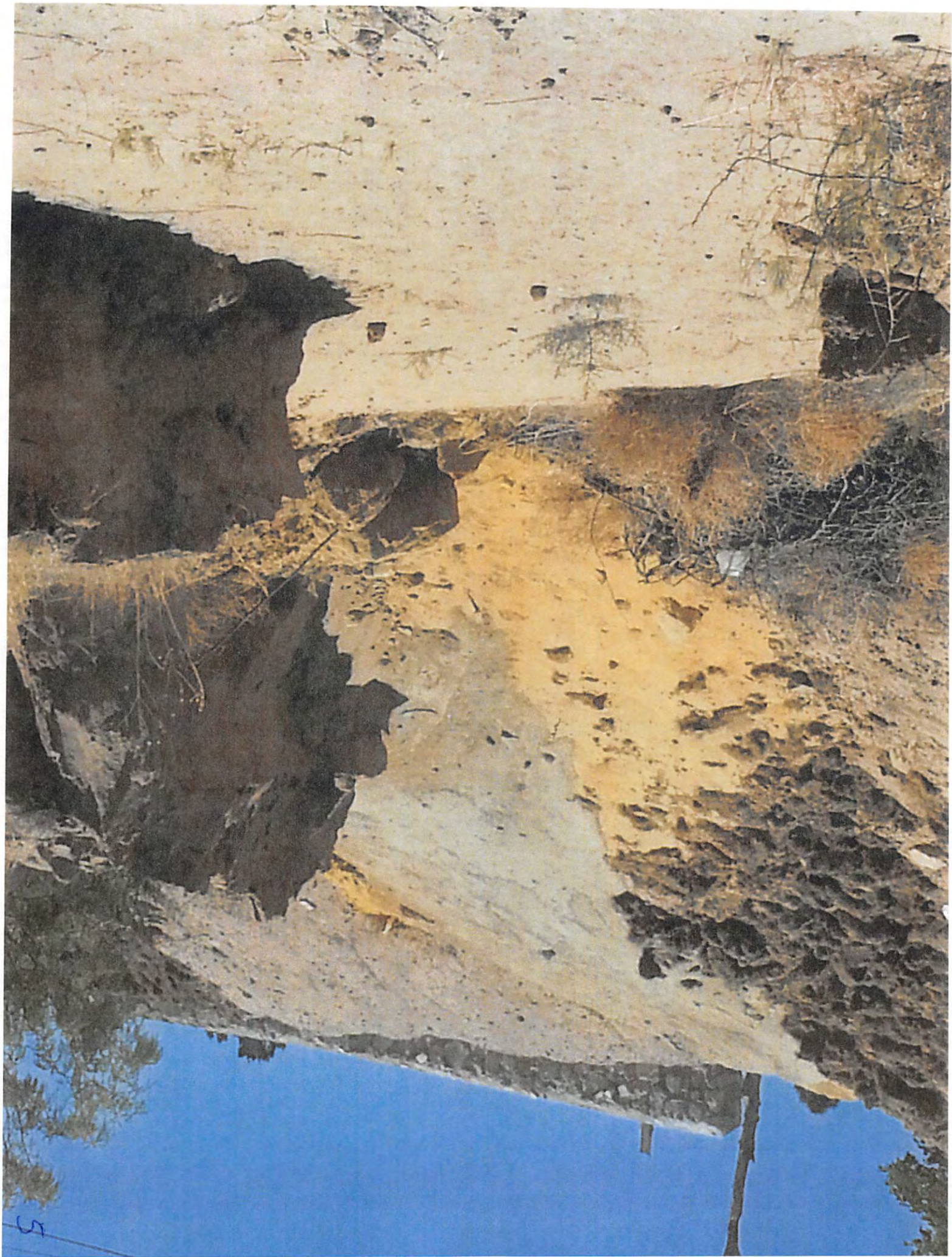




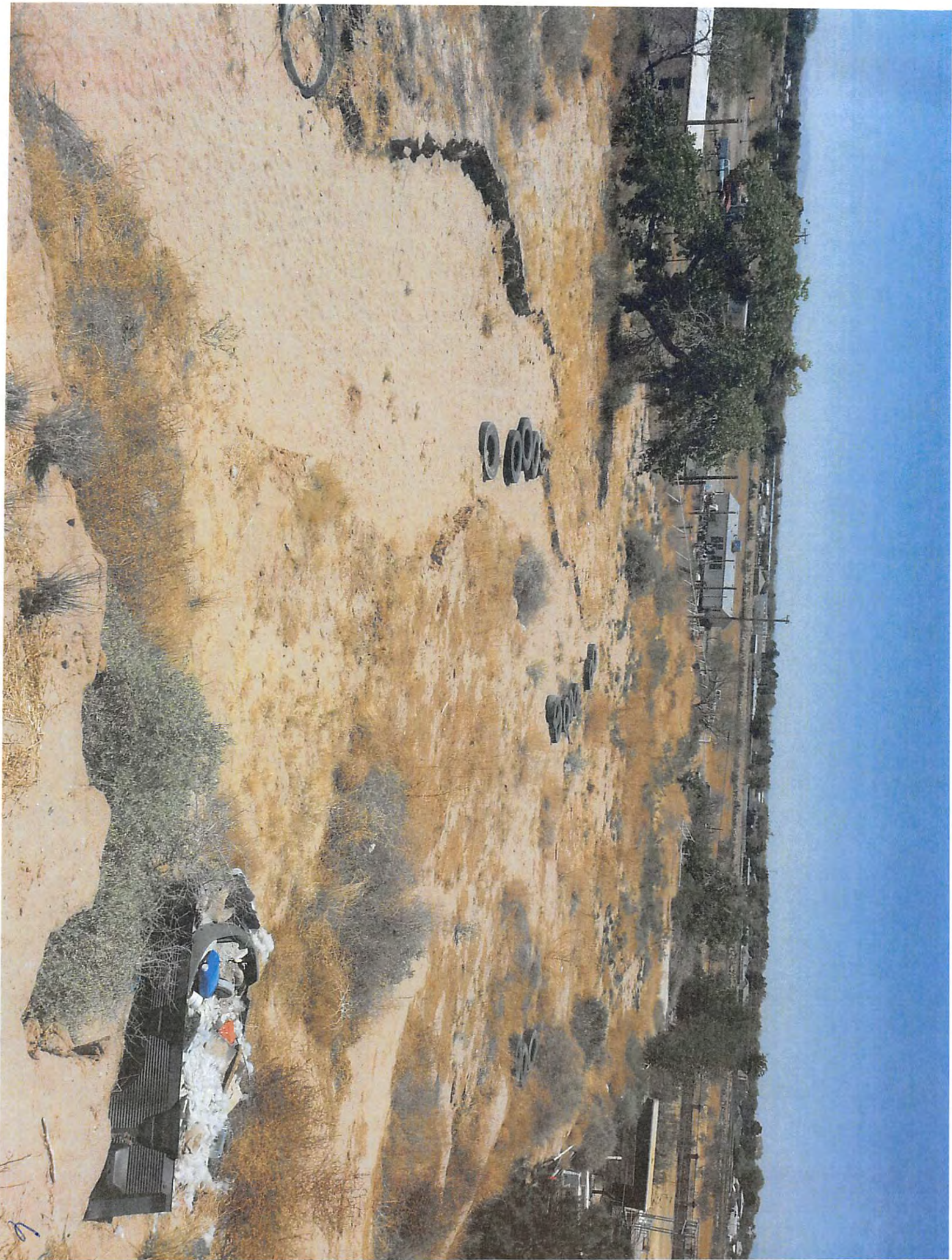




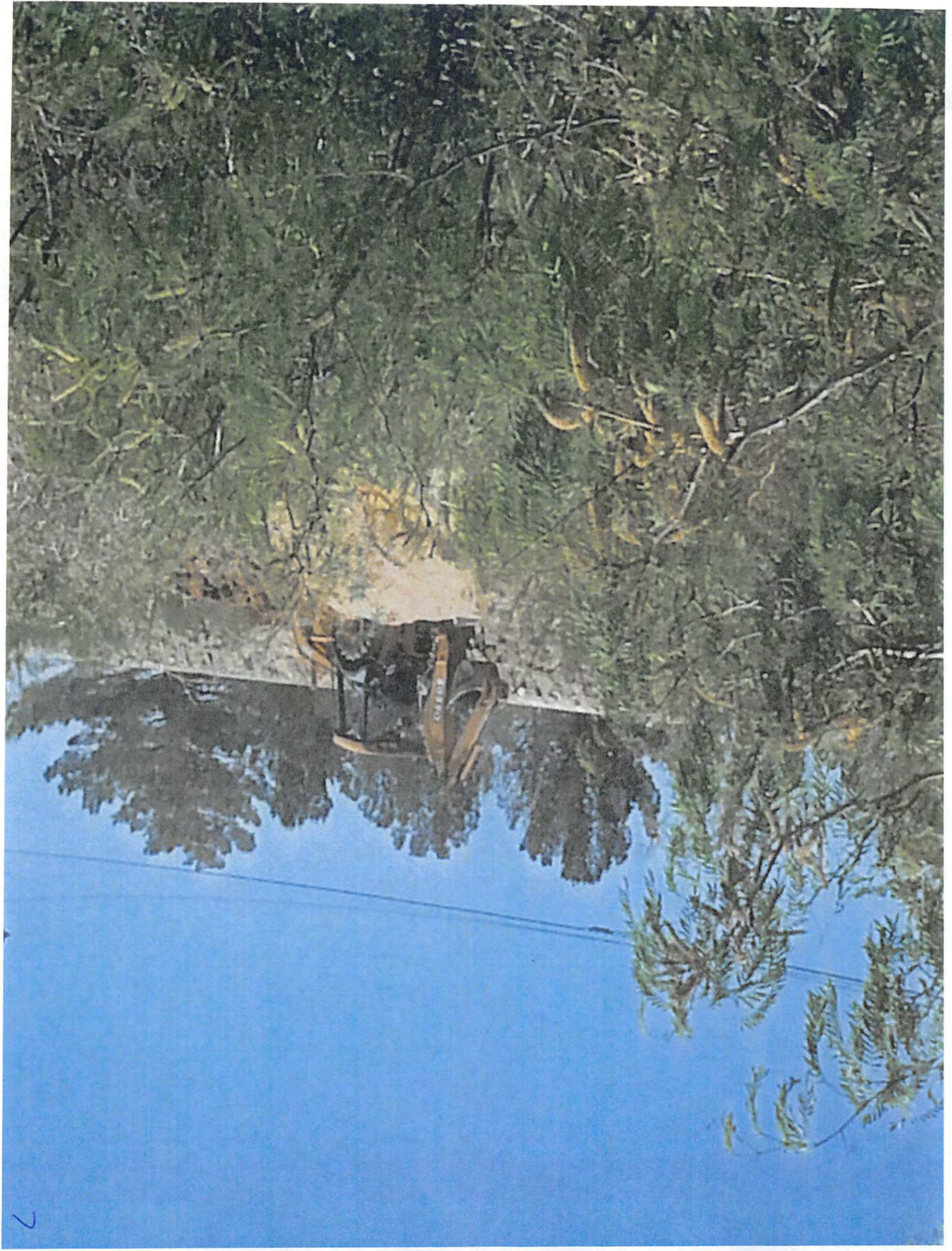












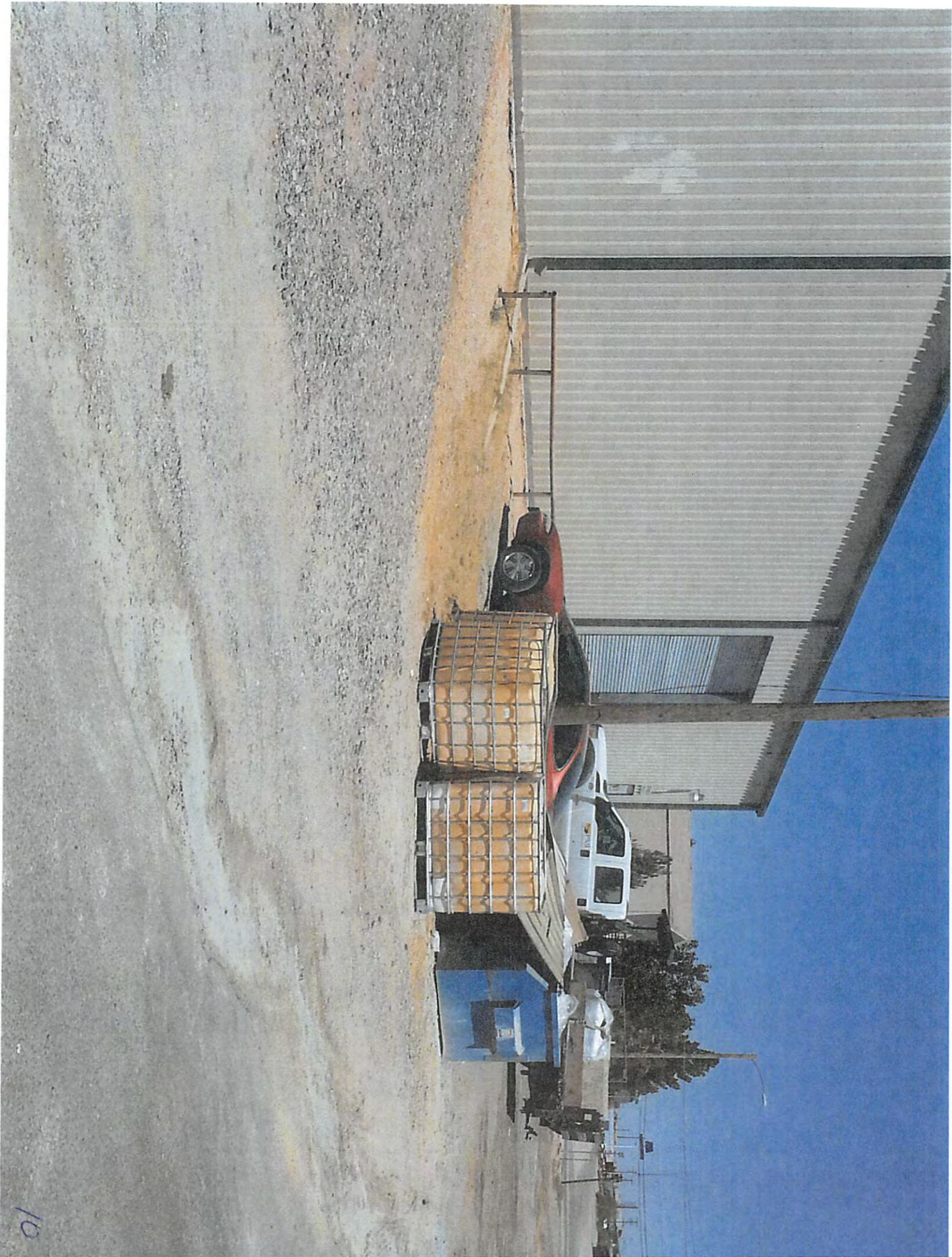




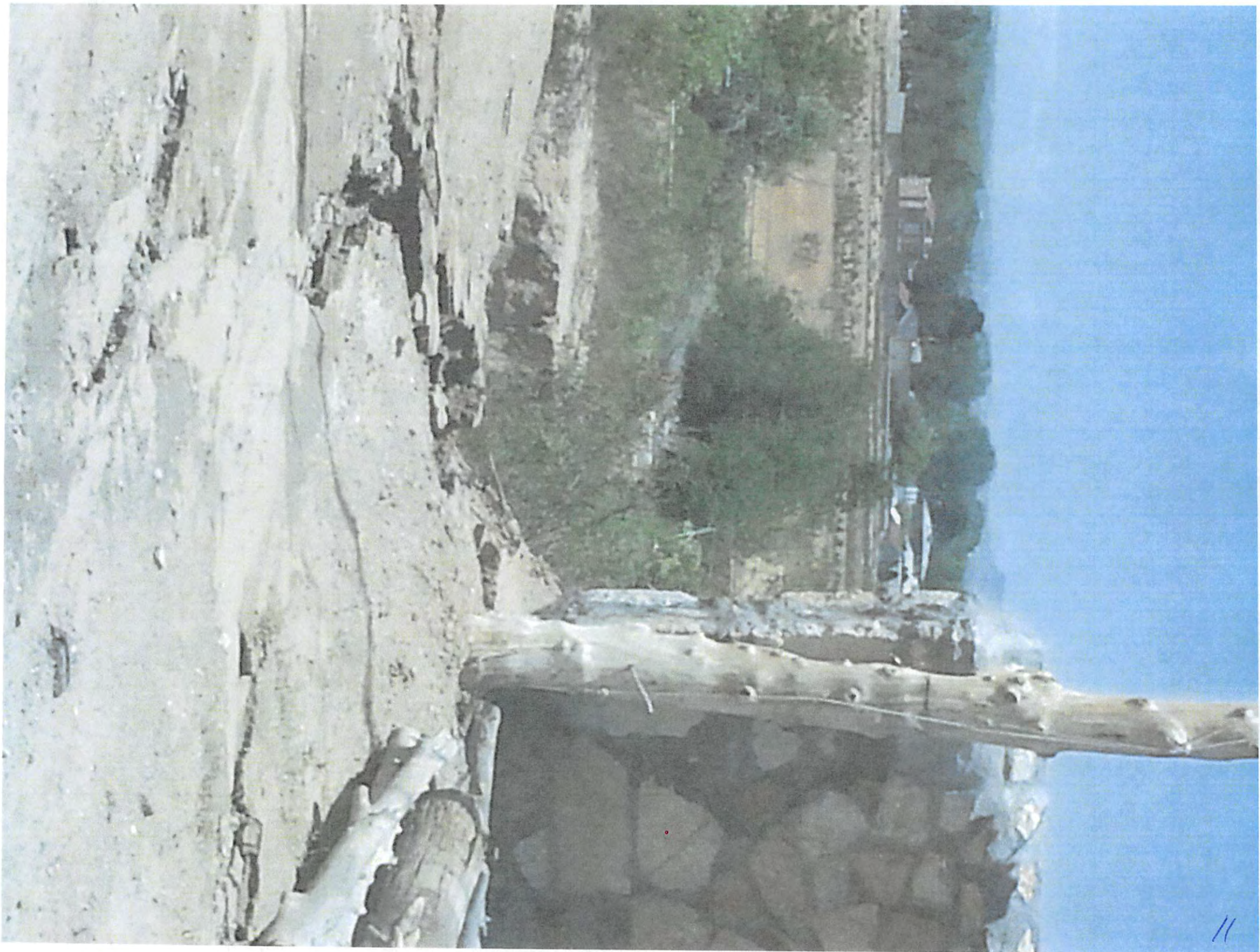
















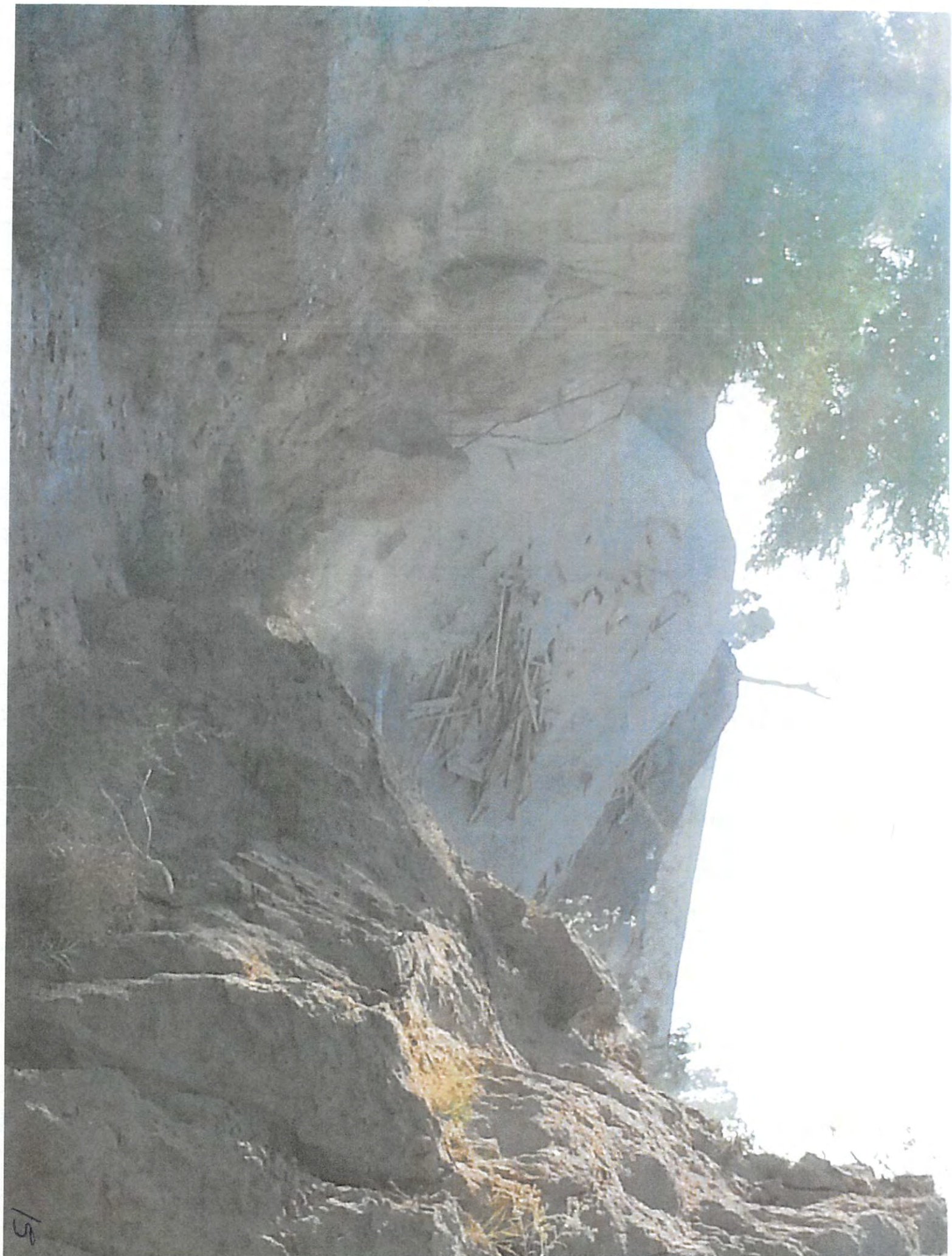




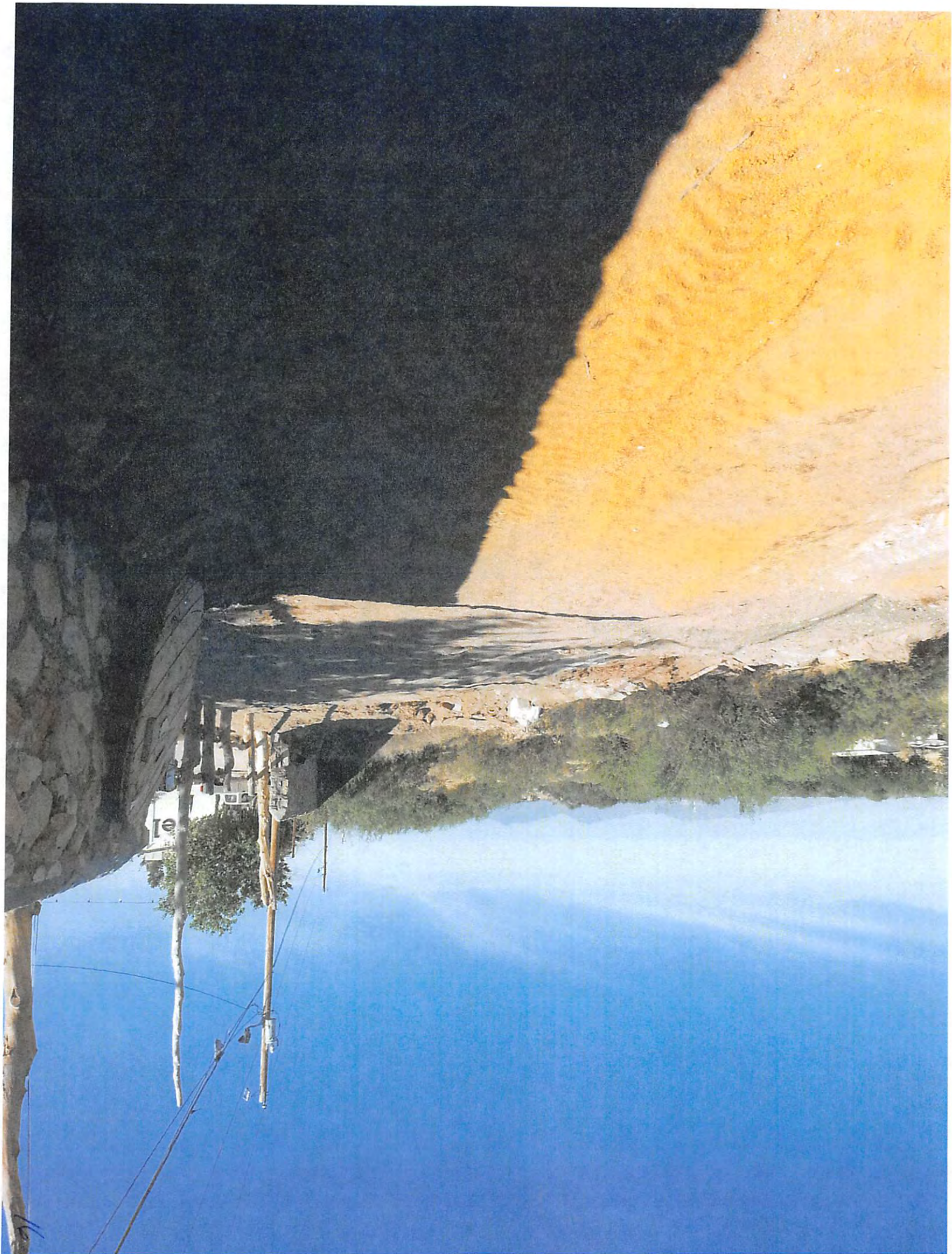








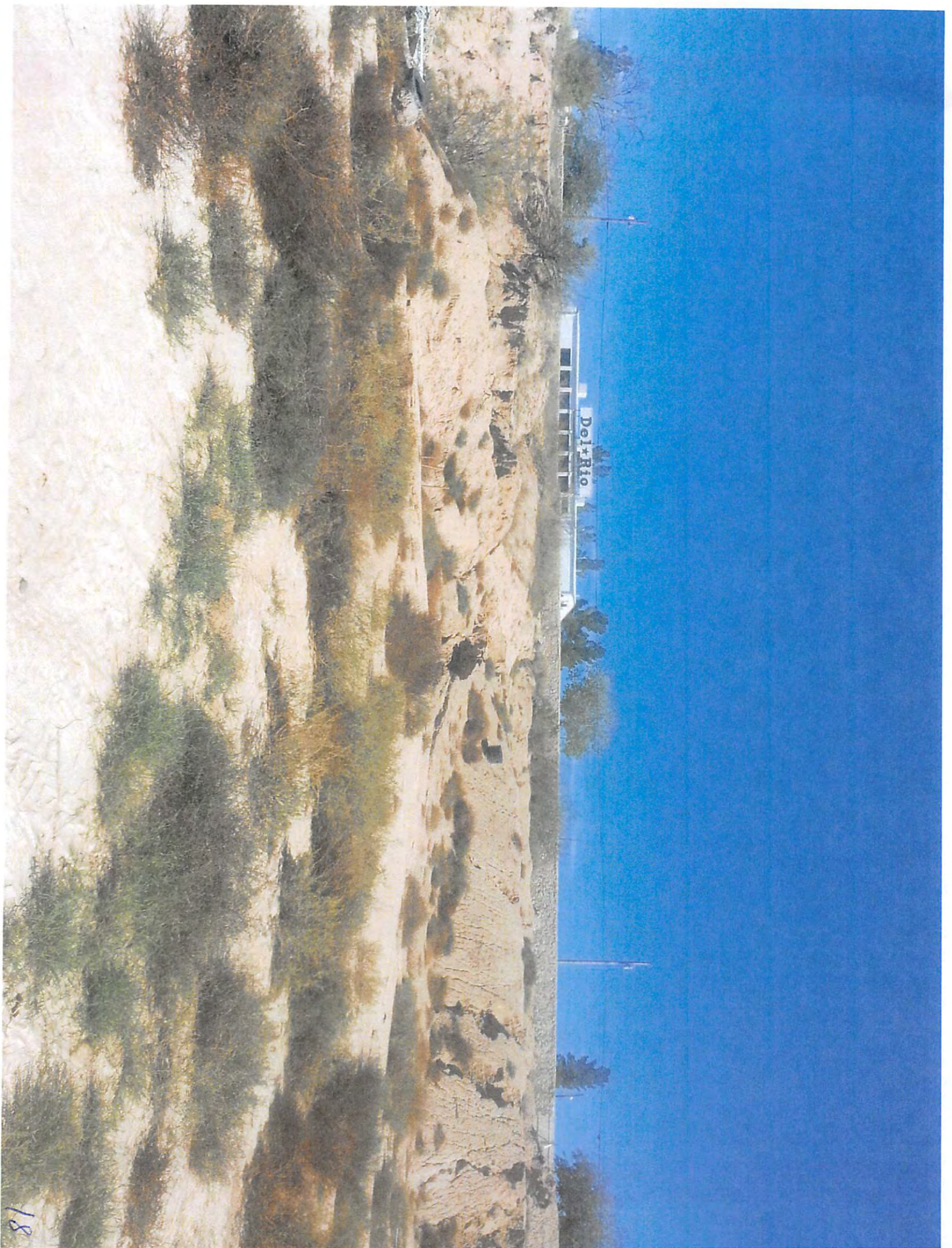




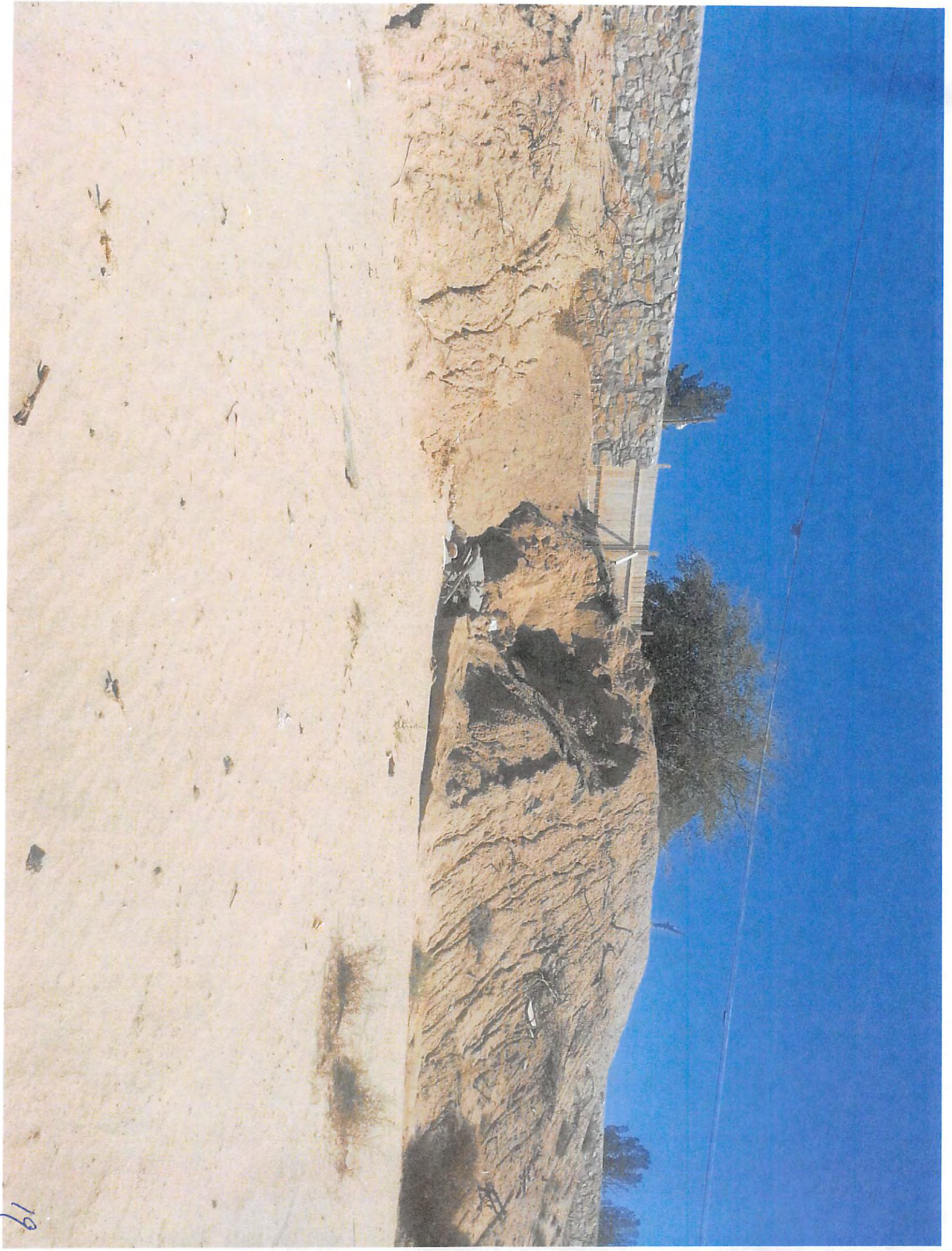














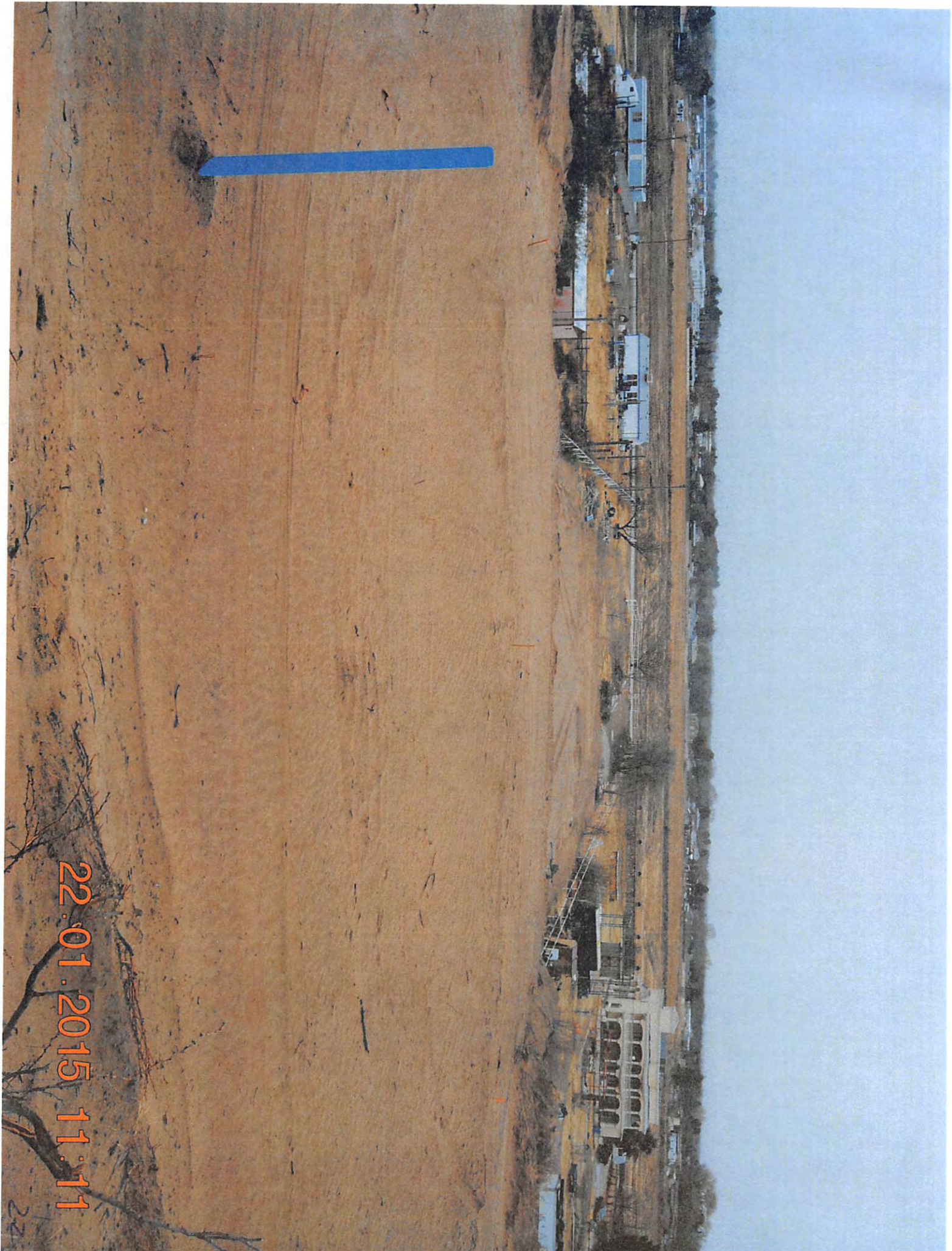






22.01.2015 11:10





22:01:2015 11:11





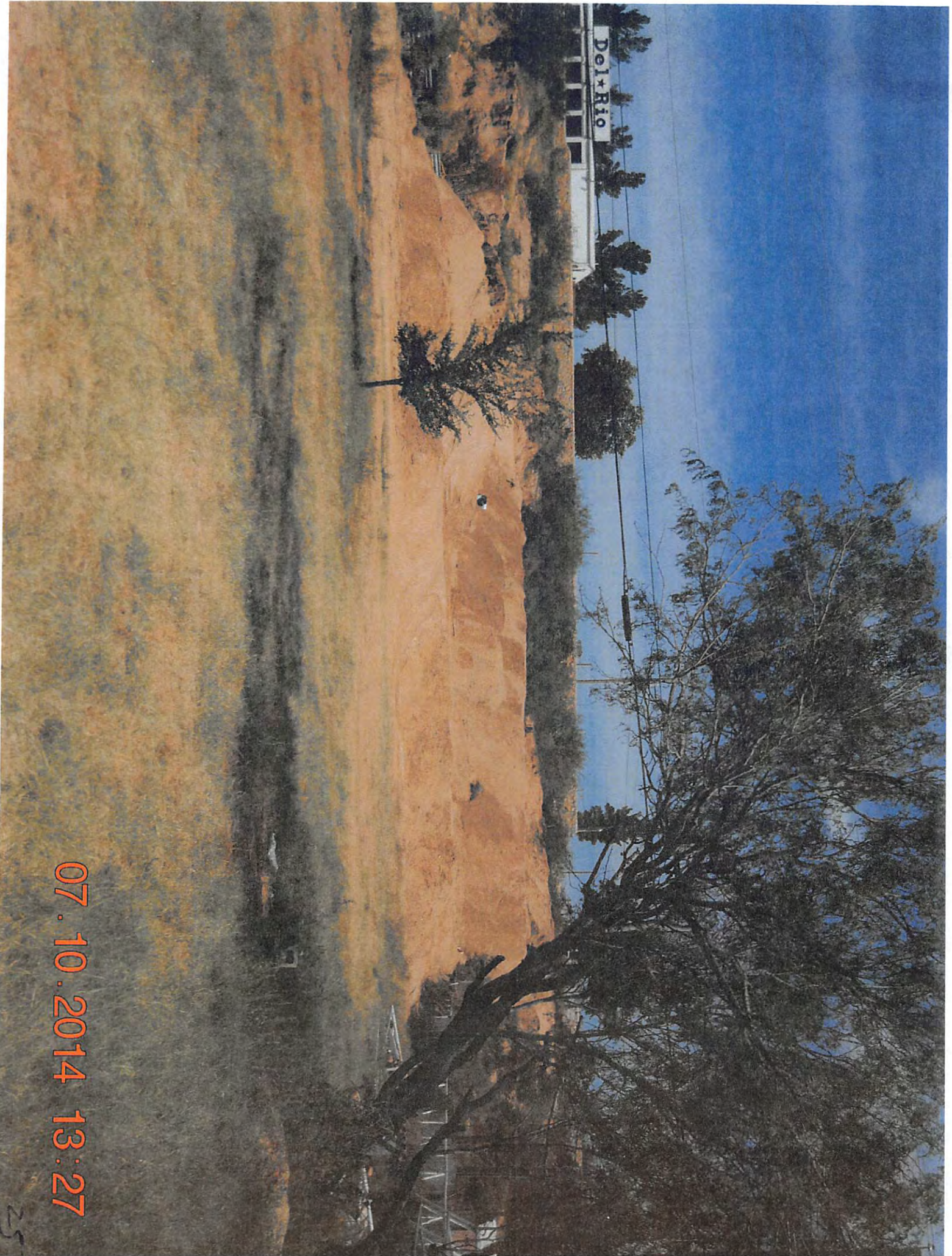
22.01.2015 11:17





20.04.2014 14:41





07.10.2014 13:27



**CITY OF SOCORRO**  
**REQUEST FOR CITY COUNCIL AGENDA ITEM**

Note: Regular Council meetings are held on the 1<sup>st</sup>. and 3<sup>rd</sup>. Thursday of each month. Requests **MUST** be submitted to the City Clerk by **12:00 p.m.** on the **THURSDAY** one week before the scheduled meeting date. **Late items (received by 5:00 p.m.) on the Friday prior the meeting will be placed as an Addendum. NO AGENDA ITEMS RECEIVED AFTER 5:00 ON THE FRIDAY prior to the Regular Agenda will be placed on the agenda.**

Date Submitted: April 28, 2016

Department: Planning & Zoning

 4/28/16  
 Planning & Zoning

Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

DESCRIBE REQUEST:

**INTRODUCTION FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE\_\_\_, AN ORDINANCE CHANGING THE ZONING OF TRACT 4-C-1-B, BLOCK 3, SOCORRO GRANT (946 HORIZON BLVD.), FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL).**

**THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL**

\_\_\_\_\_ **FOR OFFICE USE ONLY** \_\_\_\_\_  
 Please check one:

- |  |  |
|--|--|
| <input type="checkbox"/> Presentation Agenda       | <input type="checkbox"/> Consent Agenda    |
| <input checked="" type="checkbox"/> Regular Agenda | <input type="checkbox"/> Executive Session |

This item is to be placed on the agenda for: May 5, 2016

Received by City Clerk on: \_\_\_\_\_, 2016. Time: \_\_\_\_\_

Approved to be placed on the agenda : \_\_\_\_\_  
 City Council / City Manager

ACTION TAKEN: ☐ Approved  
☐ Not approved  
☐ Tabled  
☐ Other

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large/Mayor Pro-Tem

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3

*Anthony Gandara*  
District 4

*Adriana Rodarte*  
City Manager

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

**AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF TRACT 4-C-1-B, BLOCK 3, SOCORRO GRANT, AT 946 HORIZON BLVD., FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL).**

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 Amendment 1A of the City of Socorro, as amended, the zoning of Tract 4-C-1-B, Block 3, Socorro Grant, located at 946 Horizon Blvd., is changed from R-1 (Single Family Residential) to C-2 (General Commercial).

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF SOCORRO, TEXAS

\_\_\_\_\_  
Jesus Ruiz, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Adriana Rodarte, City Manager

Introduction and First Reading: May 5, 2016  
Second Reading and Adoption:



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large/Mayor Pro-Tem

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3

*Anthony Gandara*  
District 4

*Adriana Rodarte*  
City Manager

**DATE:** May 5, 2016  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Adriana Rodarte, City Manager

**SUBJECT:**

Introduction, first reading and calling for a public hearing of Ordinance\_\_\_\_, an Ordinance for the proposed amendment to the City of Socorro Master Plan, and rezoning of Tract 4-C-1-B, Block 3, Socorro Grant, from R-1 (Single Family Residential) to C-2 (General Commercial) for an adult daycare business.

**SUMMARY:**

The property matter of this request is located at 946 Horizon Blvd., located at 150 feet southeast from the intersection of Patti Jo Dr. and Horizon Blvd. This property has an estimated area of 87,120 sq. ft. (2.00 acres), owned by Esperanza & Manuel Gonzalez, 946 Horizon Blvd., Socorro, TX 79927.

**BACKGROUND:**

According to our Future Land Use map, the projected land use for this property is: Residential

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0250-B / FEMA, September 4, 1991).

The current use of the property is: Commercial

The proposed use of the property: Commercial

Adjacent Land Uses: North: C-2 (GC), South: C-2 (GC), East: R-1 (SFR), West: R-1 (SFR).

**STATEMENT OF THE ISSUE:**

The Planning and Zoning department is currently conducting a revision to all the businesses within the City of Socorro to verify that the classification assigned to the property is correct

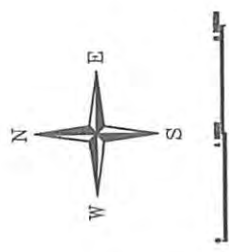
based upon the land use. This is the case for this property. They started doing business in the property with the classification being R-1, Single Family Residential. Based upon the information provided by the owner, this property is currently being used to conduct a business only.

**ALTERNATIVE:**

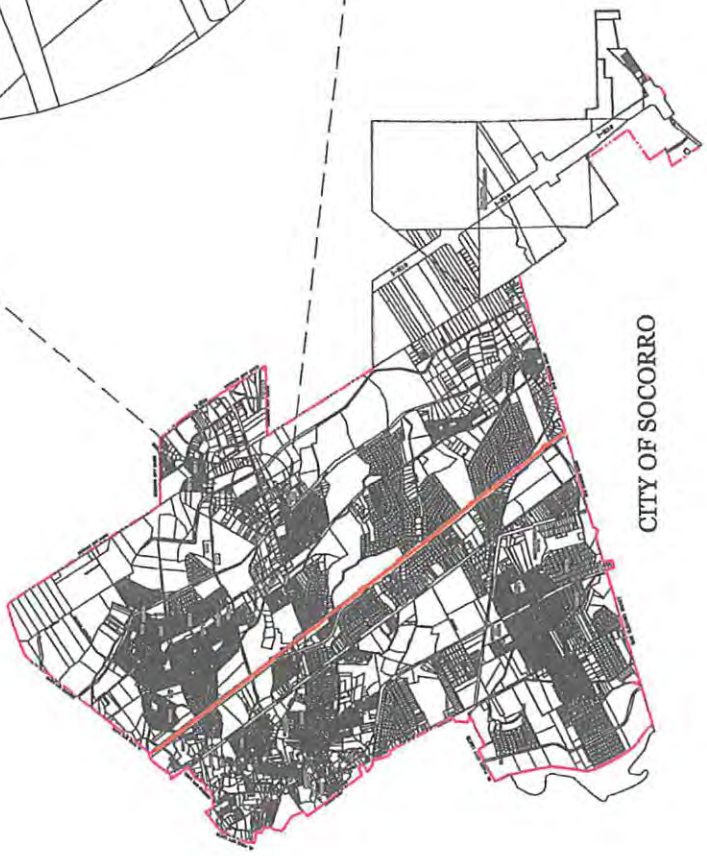
N/A

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL.



PROJECT SITE:  
946 HORIZON BLVD.  
TRACT 4C1B, BLOCK 3  
SOCORRO GRANT



# LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department  
860 N. Rio Vista, Socorro, Texas 79927 Tel. (915) 872-5331 Fax (915) 872-6673

Representative/Owner

2-29-16

Date

**ALL FEES ARE NON-REFUNDABLE**





REC'D FEB 29 2016 *ES*

~~REC'D MAR 01 2016~~

PLANNING AND ZONING DEPARTMENT  
REQUEST TO AMEND ZONING MAP AND/OR  
CITY OF SOCORRO MASTER PLAN

1. Name: Manuel + Esperanza Gonzalez  
Address: 946 Horizon Phone: 915-872-9779  
Representative: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

2. Property Location: 946 Horizon  
Legal Description: Tract 4-C-1-B Block 3 Sub. Socorro Grand

If legal description is not available, a metes and bounds description will be required.

2.0035 Ac  
Area (Sq. ft. or Acreage)

R-1  
Current Zoning

Residential / Home Occupation  
Current Land Use

C-2  
Proposed Zoning

general commercial  
Proposed Land Use

3. All owners of record must sign document.

Esperanza Gonzalez

Manuel Gonzalez

Note: Each item on this form must be completed and all supporting documentation must be submitted before this request can be scheduled for a public hearing.

A stylized signature in blue ink, likely belonging to Manuel Gonzalez.

Representative/Owner

2-29-16

Date

**ALL FEES ARE NON-REFUNDABLE**



**DATE: 04/27/2016**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to authorize Mayor Ruiz to appoint Human Resources Director Rosio Marin as Civil Rights Officer under CDBG Contract #7215479**

**SUMMARY**

**The Texas Department of Agriculture CDBG contract number 7215479 (Sparks Arroyo Project) requires that we adopt these civil rights procedures.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE  
STAFF RECOMMENDATION**

**A1008**



## Designation Form for Civil Rights Officer



City/County: City of Socorro \_\_\_\_\_ TxCDBG Contract # 7215479 \_\_\_\_\_

Address: 124 S. Horizon Blvd. \_\_\_\_\_  
Socorro TX 79927 \_\_\_\_\_

Telephone Number: 915-443-8859 \_\_\_\_\_

\*\*\*\*\*

I, Jesus Ruiz, Mayor \_\_\_\_\_, do hereby appoint Rosio Marin, Human Resources Director, as the Civil Rights Officer for the City of Socorro .

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Socorro , as required by the Texas Community Development Block Grant Program Contract No. 7215479 .

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in Exhibit E of the TxCDBG contract.

Civil Rights Officer: \_\_\_\_\_  
(Signature)

Appointed by: \_\_\_\_\_  
(Signature)

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





**DATE: 04/27/2016**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to authorize Mayor Ruiz to appoint Human Resources Director Rosio Marin as Labor Standards Officer under CDBG Contract #7215479**

**SUMMARY**

**The Texas Department of Agriculture CDBG contract number 7215479 (Sparks Arroyo Project) requires that we adopt these civil rights procedures.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE  
STAFF RECOMMENDATION**

**Appointment of Labor Standards Officer**  
(Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov) )

**A701**

Grant Recipient: City of Socorro Contract No: 7215479

I, Jesus Ruiz, Mayor hereby appoint Rosio Marin, Human Resources Director  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

Appointed Labor Standards Officer Name:	Rosio Marin				
Address:	124 S. Horizon Blvd.				
City:	Socorro	State:	TX	Zip:	79927
Telephone Number:	915-858-2915	Fax Number:			
Email Address:	prmarin@ci.socorro.tx.us				

---

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Labor Standards Officer)

---

Appointed by: Jesus Ruiz, Title: Mayor  
(Print Mayor/County Judge)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor/County Judge)





**DATE: 04/27/2016**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Resoluton- Declaring the month of May as Fair Housing Month in the City of Socorro**

**SUMMARY**

**The Texas Department of Agriculture CDBG contract number 7215479 (Sparks Arroyo Project) requires that we adopt these civil rights resolution.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE  
STAFF RECOMMENDATION**

**Jesus Ruiz**  
Mayor

**Rene Rodríguez**  
Representative At-  
Large/Mayor ProTem

**Sergio Cox**  
Representative District 1



**Gloria M. Rodríguez**  
Representative District 2

**Victor Perez**  
Representative District 3

**Anthony Gándara**  
Representative District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION 498

### Proclamation of May as Fair Housing Month

**WHEREAS** Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS** The National Fair Housing Law provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE, WE**, the City of Socorro do proclaim May as Fair Housing Month in the City of Socorro and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

**IN WITNESS WHEREOF** we have affixed our signatures and seal on this the 5<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Jesus Reyes  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro  
Title: City Clerk





**DATE: 04/27/2016**

**TO: City Clerk**

**FROM: Anibal Olague**

**SUBJECT:**

**Discussion and Action to approve the City of Socorro's Excessive Force Policy, Section 3 Policy, and 504 Grievance Procedures under CDBG contract 7215479**

**SUMMARY**

**The Texas Department of Agriculture CDBG contract number 7215479 (Sparks Arroyo Project) requires that we adopt these civil rights policies.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE  
STAFF RECOMMENDATION**



**Jesus Ruiz**  
Mayor

**Rene Rodríguez**  
Representative At-Large  
Mayor ProTem

**Sergio Cox**  
Representative District 1



**Gloria M. Rodríguez**  
Representative District 2

**Victor Perez**  
Representative District 3

**Anthony Gándara**  
Representative District 4

**Adriana Rodarte**  
City Manager

## **Resolution 499**

### **Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the City of Socorro, El Paso County, State of Texas, as follows:

#### **ARTICLE I**

It is the policy of the City of Socorro to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The city/county also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

#### **ARTICLE II**

It is the policy of the city/county to enforce this policy to the full extent allowed by law.

Passed and adopted by the City Council/Commissioners' Court of \_\_\_\_\_, State of Texas, on the 5th day of May, 2016.

\_\_\_\_\_  
Jesus Ruiz  
Mayor

Attest:

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



**Jesus Ruiz**  
Mayor

**Rene Rodríguez**  
Representative At-Large  
Mayor ProTem

**Sergio Cox**  
Representative District 1



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Representative District 3

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Representative District 4

**Adriana Rodarte**  
City Manager

## Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Socorro agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.



H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Socorro, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Jesus Ruiz**  
Mayor

**Rene Rodríguez**  
Representative At-Large  
Mayor ProTem

**Sergio Cox**  
Representative District 1



**Gloria M. Rodríguez**  
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Representative District 4

**Adriana Rodarte**  
City Manager

## **Section 504 Grievance Procedure**

The City of Socorro has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)). Section 504 states, in part that, "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: Human Resources Director Rosio Marin who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Human Resources Director Rosio Marin. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Human Resources Director Rosio Marin and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of the City of Socorro relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the City of Socorro.



The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Socorro complies with Section 504 and HUD regulations.



**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large / Mayor Pro-Tem

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

April 26, 2016

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Victor Reta; Recreation Centers Supervisor**

**SUBJECT: Discussion and action to sign the contract for pyrotechnics for the July 2<sup>nd</sup> Independence Day Extravaganza to Big Dog Pyro.**

**SUMMARY**

The City has reached out to ten (10) pyrotechnic companies for a quote for the fireworks display at the 4<sup>th</sup> Annual Independence Day Extravaganza Event. City staff is complying with City Financial Procedures & Policy to submit the contract to council for approval, and authorization to sign. The Recreation Department is actively recruiting sponsorships for this expense.

**STATEMENT OF THE ISSUE**

Last year's company is not able to do the show this year due to a lack of employees here in the area. The City had to go out and find another vendor who would be able to do the show on the date we were requesting. Big Dog Pyro is the quote we are presenting for approval. **Since the demand for pyrotechnics around the 4<sup>th</sup> of July time frame is high, the company is requesting half the amount to be paid upon signing to hold the date for the city.**

**FINANCIAL IMPACT**

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

**Funding Source:** Support Activities 5521

**Amount:** \$15,650

**Quotes:** Attached in backup

**ALTERNATIVE:** Not signing the contract

**STAFF RECOMMENDATION:** Staff recommends to sign the contract.

**REQUIRED AUTHORIZATION**

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



Recreation Center  
901 Rio Vista  
Socorro, TX 79927  
Ph. 915.860.8615

## FIREWORK QUOTES 2016

Company Name	Contact Name	Contact info.	Available July 2nd, 2016	Quoted / Minutes	Notes
Pyrotecnico	George Tinker (show producer)	972.951.8105 www.pyrotecnico.com	NO		Crew shortage in EP & distance creates a burden to Pyrotecnico
Pro fx Inc	Vickie Walker (Prod. Coord.)	512.845.6906 joe@profxinc.com or vickie@profxinc.com	No		Booked up
Lone Star Fireworks	Rod Smith	915.472.0509	No		Booked up
Starlight Fireworks & FX	Tina Warwick Owner	512.801.5492 tina@starlightfireworks.com	Yes, b/f April 15. But req. 50% deposit	\$18,250 for 10-15 min. for 15-20 min. \$23,250 \$28,250 for 20- 25 min.	Open for proposal --work with your budget--full display guarantee--
Illumination Fireworks	Jason Love Acct manager	972..245.7976	Yes	\$15,000 for 20 min. \$17,500 for 25 min. \$20,000 for 30 min. \$2,308 for est.transp.cost ( All shows are medium level-1.4G fireworks show)	Sountrack provided at no additional cost---All shows have a finale



Big Dog Pyro	Carolina	512.710.7976 carolina@bigdogpyro.com	YES	\$13,800 for 15 min. w/2-3 grand finale \$15,650 for 20 min. w/2-3 grand finale \$20,000 for 30 min. w/ 5 grand finale	The finale is a strong colorful finale
Zambelli Fireworks	John Hagan Project Mngr	1800.322.7142 jhagan@zambellifireworks.com	Pending		e-mailed them on 4/6/15 @ 1:57 pm
Rainbow Fireworks		620.663.7714	Pending		e-mailed them on 4/6 @ 2:16 pm
Zigmont Magic F/X Inc.		813.689.6269	No answer		called them twice --left msge.
Round Eyes Fireworks		928.706.8850 roudeyesfireworks@yahoo.com	Pending		(they only do AZ state) However, He said to email him and depends on what we want, he'll respond.



**BIG DOG PYRO SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is by and between BIG DOG PYRO, LLC, a limited liability company organized and existing under the laws of the State of Texas ("Provider"), and the Client, as identified herein, and it sets forth the agreement between Provider and Client and the terms and conditions under which Provider shall perform the Services for Client. The words and phrases in the table below shall have the meaning stated in association with such word or phrase.

<b>CLIENT NAME</b>	The City of Socorro
<b>Representative</b>	Victor Reta
<b>Address</b>	City of Socorro Recreation & Special Events Department 124 S. Horizon Blvd. Socorro, TX 79927
<b>Email</b>	<a href="mailto:Vreta@ci.socorro.tx.us">Vreta@ci.socorro.tx.us</a>
<b>Phone</b>	Cell: (915) 3190125
<b>Alternate contact name, phone, and email</b>	

<b>EVENT DATE</b>	July 2nd, 2016
<b>EVENT TIME</b>	TBD After Sunset
<b>LOCATION</b>	Cougar Park, 10664 Socorro Rd, Socorro, TX 79927
<b>SERVICES</b>	Fireworks display as further detailed on the Invoice.
<b>INVOICE</b>	Invoice #CS07022016 attached and incorporated by reference.
<b>SERVICE FEES</b>	The total fees and costs identified in the Invoice, as may be amended before the Event.
<b>DEPOSIT</b>	\$7,825
<b>EFFECTIVE DATE</b>	The date this Agreement is signed by Client and received by Provider

1. **Provider's Services.** Client hereby retains Provider to perform, and Provider agrees to perform, the Services described herein for Client in a professional and timely manner on the Event Date at the Location, all subject to the terms and conditions of this Agreement. If in the opinion of the operator, venue, or the Client, weather or other conditions beyond our control cause the Services to be cancelled, Provider will work with Client to reschedule the Services for a mutually agreeable alternative date. In such an event, Client shall be responsible for any additional fees incurred by Provider and/or assessed by the Authority Having Jurisdiction for the alternative date.

2. **Compensation for Services.** In consideration of the Services, Client shall pay to Provider the Deposit on or before the Effective Date. The remaining balance of the Service Fees shall be paid in full and received by Provider no later than ten (10) days prior to the Event Date. If the Deposit or remaining balance is not received by the deadlines herein, Provider shall no longer have an obligation to provide the Services and shall have the right to schedule another event on the same date and time and remove the Event from Provider's schedule.



**3. Term.** Notwithstanding the date on which this Agreement is executed and delivered, this Agreement shall be effective as of the Effective Date, and shall terminate on earlier to occur of 1) Client's failure to pay Provider the Service Fees, 2) a termination by any party, 3) the substantial completion of all Services; provided, however, that Client's obligation to make the payment required by paragraph 2, above, shall survive the termination of this Agreement until paid in full or otherwise mutually agreed by the parties in writing.

**4. Cooperation of Client.** The Services described in the Agreement are based on information provided by the Client. Client represents and warrants that all documents, information and data necessary for Provider to perform the Services will be made available to Provider in timely fashion. Client agrees to keep Provider fully apprised of any changes in scheduling or updated needs in sufficient time for such changes to be enacted without the loss of time and effort. Client shall be responsible for all costs and fees for rescheduling the Event Date and/or time.

**5. Independent Contractor.** Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between the parties, and Provider; its employees and agents shall be deemed to be at all times independent contractors of Client. Neither Provider nor any of its employees or agents shall represent that it or they are employees of Client. It is understood and agreed that Provider is in the business of offering services to others and, except as provided herein, nothing shall be deemed to interfere with Provider's rights to engage in such other services with other agents and brokers.

**6. Limitation of Liability.** Provider will perform Services under the Agreement with the degree of care and skill ordinarily exercised by members of Provider's profession. Provider will comply with all applicable state and federal laws, statutes, regulations and ordinances with respect to the provision of the Services. EXCEPT AS HEREIN PROVIDED, PROVIDER MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR FIREWORK, PYROTECHNIC, SPECIAL EFFECT PURPOSE, NOR SHALL PROVIDER BE LIABLE FOR LOSS OF PROFITS TO CLIENT OR TO ANY THIRD PARTY ARISING FROM THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE CLIENT WILL ACHIEVE SPECIFIC RESULTS FROM THE SERVICES OTHER THAN THE AGREED FIREWORKS, PYROTECHNICS, OR SPECIAL EFFECTS DISPLAY, EVEN IF CLIENT'S DESIRE TO ACHIEVE SUCH RESULTS ARE COMMUNICATED TO PROVIDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES RELATING TO OR ARISING OUT OF THE SERVICES OR THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Furthermore, the presence of any safety hazards which are not under the control of Provider may cause a delay in the delivery of Services until such hazards are corrected, and Provider shall incur no liability for such delays. In the event this limitation of damages, or any part thereof, is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing such possible consequential, special, punitive and/or incidental damages, the liability of either party to the other party for such consequential, special, punitive and/or incidental damages shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

**7. Insurance and Indemnity.** During the term of this Agreement, including without limitation final removal of all equipment by Provider from the Location following the Event, Provider shall, at Provider's sole cost and expense, carry and maintain, or cause to be carried and maintained, in full force and effect, comprehensive general liability insurance coverage, which insurance shall include at a minimum coverage for any property damage, personal or bodily injury or death resulting from the negligence of Provider with respect to the provision of the Services by Provider, and naming Client as additional insured in amount no less than \$1,000,000.00 per occurrence. Provider shall submit to Client proof of such insurance prior to the Event. **PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS,**



**DAMAGES, AND EXPENSES ARISING FROM PROVIDER'S FAILURE TO COMPLY WITH ANY FEDERAL OR STATE STATUTES, LAWS, OR ORDINANCES APPLICABLE TO PROVIDER'S PERFORMANCE OF THE SERVICES AND FROM ANY AND ALL PERSONAL OR BODILY INJURY OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OF CLIENT OR ANY OTHER PERSON CAUSED BY THE NEGLIGENT ACTS, ERRORS AND/OR OMISSIONS OF PROVIDER.**

**8. Entire Agreement.** The Agreement is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Provider by any of its employees or agents, or contained in any sales materials, consulting proposals or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into the Agreement solely on the basis of the representations and warranties contained herein.

**9. Force Majeure.** In the event of "force majeure" (as defined below), Provider may terminate this Agreement without liability to Client, provided Provider refunds all amounts which Client has theretofore paid to Provider for Services not substantially performed by Provider. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Provider's reasonable control, whether or not foreseeable at the time of signing the Agreement, in consequence of which Provider cannot reasonably be required to complete the Services or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, and non-availability of any permits, licenses and/or authorizations required by governmental authority.

**10. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas applicable to contracts entered into between residents of Texas located in Travis County.

**11. Dispute Resolution.** In the event that claim, demand, disagreement, controversy or dispute arises regarding, from or in connection with the Services, this Agreement or the breach thereof (collectively, "Dispute"), the parties to such dispute hereby agree and covenant to proceed to **negotiate in good faith** to try and resolve said dispute. In the event that such efforts do not resolve the dispute, then the parties agree to attempt to resolve the dispute in **mediation** and if that method of resolution fails, then the parties may resolve the Dispute through **litigation**, commenced solely in the courts of the State of Texas or the federal courts of the United States of America located in Travis County, Texas.

**12. Partial Invalidity.** If any provision of the Agreement is held to be unenforceable or contrary to public policy by any court of competent jurisdiction, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that the scope of such provision may be judicially modified accordingly such that the whole of the Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to applicable law.

**13. Amendment; Waiver.** The Agreement may not be modified or amended orally, nor may any provision hereof or thereof be waived orally by any party, but only in a written agreement executed by both parties thereto. It is understood that no waiver of any breach of any term hereof shall constitute a waiver of any preceding or succeeding breach of the same or any other term.

**14. Assignment.** The Agreement may not be assigned by either party without the prior written consent of the other party. Except as provided in the immediately preceding sentence, the Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.



15. **Section Headings.** The section and paragraph headings in the Agreement are for convenience of reference only. THESE GENERAL TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**IN WITNESS WHEREOF**-, this Agreement has been duly executed by each party by its authorized representatives as of the Effective Date.

**BIG DOG PYRO, LLC**

Carolina Moody Bear for Big Dog Pyro  
Carolina Moody Bear, President

5/02/2016  
Date

**CLIENT**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date





## INVOICE

INVOICE # CS-07022016

DATE 4/20/2016

**MAILING INFO** Big Dog Pyro  
2028 E Ben White Blvd  
Suite 240, Box 29825  
Austin, TX 78741  
Phone: (512) 710-7976  
Email: Carolina@bigdogpyro.com

**BILL TO** City of Socorro  
Victor Reta  
vreta@ci.socorro.tx.us  
Cell: (915) 319-0125  
**EVENT LOCATION** Cougar Park, 10664 Socorro Rd. Socorro, TX 79927  
**EVENT DATE** Saturday, July 2nd, 2016

*Spectacular July 2nd Fireworks Display for the City of Socorro*

DESCRIPTION	RATE	AMOUNT
20 Minute Professional Fireworks Display for July 4th		15,000.00
Big Dog Pyro High-Intensity Grand Finale		2,500.00
Optional Creative Twist: Incorporation of Close-Proximity Pyrotechnics (Discounted Flat Fee \$5000)		TBD
Licensed SPFX Pyrotechnic Crew		Included
Fire Marshal Site Inspection & Permit Fees		Included
Insurance Coverage		Included
Trucking of Equipment To and From Event		Included
Travel and Lodging		Included
(Owner Discount for Displays Greater than 15 Min)		(1,850.00)
Big Dog Pyro Terms	<b>TOTAL</b>	<b>\$ 15,650.00</b>

1. A signed agreement and 50% deposit is required to reserve the date and confirm your booking. Remaining balance to be paid at least 10 days prior to the event.

2. Big Dog Pyro LLC will provide all services in a timely and professional manner, and client will keep Big Dog Pyro LLC fully apprised of any changes in scheduling or updated needs in sufficient time for such changes to be enacted without the loss of time and effort.

3. If in the opinion of the operator, venue, or the customer, weather or other conditions beyond our control cause the work to be cancelled, the customer can reschedule the services for a mutually agreeable date with a 25% rescheduling fee. The client will be responsible for any additional fees assessed by the AHJ for the second date. AHJ refers to the Authority Having Jurisdiction, and is usually the local Fire Marshal.

4. The presence of any safety hazards not under the control of Big Dog Pyro LLC shall cause a delay in the delivery of any services until such hazards are corrected. Big Dog Pyro LLC shall incur no liability for such delays.

**Deposit Due** \$ 7,825.00

Make all checks payable to:

Big Dog Pyro

**We Love Our Customers and Thank You For Your Business!**

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large / Mayor Pro-Tem

**Sergio Cox**  
District 1



**Gloria M. Rodriguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

April 29, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Victor Reta; Recreation Centers Supervisor

SUBJECT: Discussion and action to authorize the city manager or her designee to execute the MOU (Memorandum of Understanding) between the City of Socorro & The National Trust for partnership regarding the Historic Preservation & Repurposing of the Rio Vista Community Center & Library.

SUMMARY: The National Trust for Historic Preservation is interested and willing to partner up with the City by providing their employees & resources to help complete the Rio Vista Capital Projects. The National Trust would be providing their services (free of charge for the entirety of the project) to the City as their goal is to preserve, promote & protect National Historical Significant Places.

The Trust will work with City Staff throughout the process to:

- Apply for grant funding
- Create a tourism, education, and promotion plan
- Create a sustainability plan
- Ensure all activity be upheld to the Standards of the Department of Interior.

STATEMENT OF THE ISSUE: The National Trust for Historic Preservation is requesting an MOU to be signed so that preparations can begin to designate staff attention to this project.

FINANCIAL IMPACT: None

ALTERNATIVE: Not Partnering with the National Trust for Historic Preservation

STAFF RECOMMENDATION: Staff recommends to engage in an MOU

REQUIRED AUTHORIZATION

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



**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**NATIONAL TRUST FOR HISTORIC PRESERVATION**  
**and**  
**The City of Socorro, Texas**  
**regarding**  
**RIO VISTA FARM HISTORIC DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into by and among the NATIONAL TRUST FOR HISTORIC PRESERVATION and the CITY OF SOCORRO, TEXAS for the purpose of establishing cooperative efforts to preserve and reuse of Rio Vista Farm Historic District in Socorro, Texas.

- The **National Trust for Historic Preservation** (“National Trust”) is a privately-funded nonprofit organization working to save America’s historic places to enrich our future. The National Trust has nominated the Rio Vista Farm Historic District to its national portfolio of “National Treasures.”
- The **City of Socorro, Texas** has two recreation centers that provide various programs, activities, and amenities to constituents. The mission of each recreation center is to preserve and maintain facilities and programs that grant the citizens of Socorro holistic opportunities of human development and wellness. The Rio Vista Farm Historic District is a historic quadrangle complex that is now occupied by the Rio Vista Community Center and is located at 901 North Rio Vista Road in Socorro, Texas.

The parties to this MOU are referred to collectively as the Rio Vista Historic District Working Group (“Working Group”).

**PURPOSE**

The purpose of the MOU between the National Trust and the City of Socorro is to create a dedicated partnership for the rehabilitation and reuse plan for the historic sites of the Rio Vista Capital Project. This partnership is designed for the coordinated efforts for the Historic Rio Vista Farm Historic District. The parties have drafted a shared objective as follows:

“Both entities seek to transform the Rio Vista Farm Historic District into a well preserved and engaging historic site with strong community support, and produce a sustainable community-focused reuse that can serve as a model for other rural, and historically significant Latino resources.”

**AGREEMENT**

In consideration of the foregoing, and in pursuit of their common interests, the members of the Working Group agree to establish cooperative efforts in the following ways:

1. **WORK PLAN.** The parties shall develop a joint Rio Vista Farm Historic District project work plan with a timeline that shall be managed by the National Trust. The Work

Plan may be amended by the parties from time to time to memorialize changes to the tasks or timeline. Elements may include:

- Identification of urgent preservation priorities;
- Statement of Work Group goals;
- Identification of potential use scenarios;
- Identification of a preferred use alternative;
- Capital expenditure estimates;
- Preliminary operating budget;
- Fundraising plan;
- Other elements as needed.

2. **MUTUAL COOPERATION.** Each party agrees to cooperate with each other on all matters related to completion of the Work Plan.
3. **PROJECT LIAISONS.** Each member of the Working Group shall maintain a Rio Vista Farm Historic District project liaison to ensure communication, foster a positive working relationship, and facilitate the implementation of this MOU. The liaisons will also troubleshoot to resolve any complications, problems, or disputes that arise on a timely basis.
4. **RESPONSIBILITIES.**

**The National Trust for Historic Preservation:** The National Trust shall include the Rio Vista Historic District among its national portfolio of “National Treasures” until at least September 30, 2018. This National Treasure will develop a strategy for the City of Socorro that seeks to stabilize the historic structures at the Rio Vista Farm Historic District and promote a model for the sustainability and management of rural and Latino historic sites nationally. Sehila Mota Casper, or other representative designated by the National Trust, shall act as National Trust project liaison and manage the implementation of the Work Plan.

**The City of Socorro:**

As owners of the Rio Vista Recreation Center, the City of Socorro shall work in partnership to achieve agreed upon goals. The city shall share available and pertinent data on complex usage, costs, management and preservation plans, and best practices to assure the success of efforts to preserve and reuse Rio Vista’s structures. The City of Socorro will facilitate access to the complex, use of the complex when necessary, and provide local communication and engagement with city staff, volunteers and potential local funders to ensure a high level of accountability. Victor Reta or other representative designated by the City of Socorro will act as the project liaison.

5. **SPECIFIC INTER-ORGANIZATIONAL AGREEMENTS.** The parties may develop specific agreements to implement this MOU. The parties shall pursue these agreements, subject to review and approval by the parties and other authorities as needed.
6. **COST ALLOCATION.** Each party shall bear its own costs and responsibility for accounting in connection with the MOU and Work Plan’s obligations. It is agreed that



each party's obligation to carry out the work plan is subject to available funding.

7. **FUNDING/FUNDRAISING.** As set forth in the Work Plan, the parties will participate in fundraising in support of the preservation of the Rio Vista Farm Historic District to the best of their efforts. This may include prospect identification, solicitation strategies, and funding requests. The parties furthermore agree to collaborate on opportunities for revenue generation and a sustainability management plans to benefit the Rio Vista Community Center.
8. **COMMUNICATION.** The parties agree to coordinate media strategies and other external communications concerning the Rio Vista Farm Historic District Work Plan and preservation project. In addition, the parties commit to communicate as necessary to identify potential opportunities and problems associated with the implementation of the Work Plan. The parties to this MOU will participate in scheduled meetings to review the Work Plan and provide updates on progress.
9. **MEDIA/MARKETING.** The parties agree to collaborate on media outreach and share marketing and promotional ideas, plans, and programs. The National Treasure public announcement and launch is currently under development, and collaboration of this project will remain CONFIDENTIAL until the Working Group jointly releases the project publicly on an agreed upon date.
10. **AMENDMENTS.** The parties to this MOU may amend it upon written agreement by all the parties. This MOU shall only be amended in a writing signed by all parties.
11. **PARTY RESPONSIBILITY.** Each party shall be responsible for its own acts or omissions.
12. **DURATION.** This MOU shall apply for the duration of the Work Plan, and shall terminate upon the Work Plan's completion on September 30, 2018, or by termination of the MOU.
13. **INCORPORATIONS.** Any extensions, amendments, and/or modifications may be incorporated into the next fully executed and signed Agreement.
14. **TERMINATION.** Any party to this MOU may terminate it by providing thirty (30) days written notice to the other parties, provided that all parties to the MOU consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. If within thirty (30) days (or other time period agreed to by all parties) an amendment cannot be reached, any party may immediately terminate this MOU upon written notification to the other parties.
15. **EXECUTION.** This MOU may be executed in counterparts. Each counterpart copy shall constitute the MOU, and all of the counterpart copies shall constitute one fully executed agreement. This MOU shall become effective upon the date of the last signature. The National Trust will ensure that each party is provided with a copy of the

fully executed MOU.

16. **GOVERNING LAW.** This MOU shall be governed by the applicable laws of Texas. Should any provision of this MOU be found void or unenforceable, it shall be severable from the rest of the MOU and the remaining terms shall be enforced as if the unenforceable term had not existed.
17. **ASSIGNMENT.** None of the parties may assign any rights or obligations granted to it by this MOU to a third party without prior written approval of the other parties. The terms of this MOU shall be binding on all successors and assigns of the parties to the MOU.
18. **NO JOINT LIABILITY.** Except as specifically provided herein, nothing in this Agreement shall be construed as giving any party the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken to implement this Agreement.
19. **WAIVER.** Notwithstanding anything to the contrary in this Agreement, no party waives any of the privileges and immunities from liability, exemption from laws, ordinances, rules, and/or other benefits that it would otherwise have.
20. **COMMITMENT TO PARTNERSHIP.** By signing, the representatives identified below acknowledge that they understand and agree with this collaborative Agreement and have the authority to and do commit their respective organizations to the terms and conditions set forth in the Agreement, and agree for their respective successors and assigns to be bound by its terms and conditions.

APPROVED BY:

**The National Trust for Historic Preservation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**The City of Socorro, Texas**

\_\_\_\_\_



Signature

---

Print Name

---

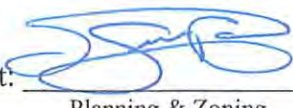
Date

DRAFT

**CITY OF SOCORRO**  
**REQUEST FOR CITY COUNCIL AGENDA ITEM**

Note: Regular Council meetings are held on the 1<sup>st</sup>. and 3<sup>rd</sup>. Thursday of each month. Requests **MUST** be submitted to the City Clerk by **12:00 p.m.** on the **THURSDAY** one week before the scheduled meeting date. **Late items (received by 5:00 p.m.) on the Friday prior the meeting will be placed as an Addendum. NO AGENDA ITEMS WILL BE RECEIVED AFTER 5:00 ON FRIDAY.**

Date Submitted: April 28, 2016

Department:  4/29/16

Planning & Zoning

1st. Signature: \_\_\_\_\_

2nd. Signature: \_\_\_\_\_

DESCRIBE REQUEST:

**DISCUSSION AND ACTION ON THE PRELIMINARY SUBDIVISION PLAT  
 APPROVAL OF VILLAS DEL VALLE SUBDIVISION UNIT III.**

**PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL**

\_\_\_\_\_ FOR OFFICE USE ONLY \_\_\_\_\_  
 Please check one:

- |  |  |
|--|--|
| <input type="checkbox"/> Executive Session   | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Presentation Agenda | <input type="checkbox"/> Consent Agenda            |

This item is to be placed on the agenda for: \_\_\_\_\_ May 5, 2016

Received by City Clerk on: \_\_\_\_\_, 2016. Time: \_\_\_\_\_

Approved to be placed on the agenda: \_\_\_\_\_  
 City Council / City Manager

ACTION TAKEN: ☐ Approved  
☐ Not approved  
☐ Tabled  
☐ Other



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large / Mayor Pro-Tem

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3

*Anthony Gandara*  
District 4

*Adriana Rodarte*  
City Manager

**DATE:** May 5, 2016  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Adriana Rodarte, City Manager

**SUBJECT:**

Preliminary Subdivision Plan Approval for Villas del Valle Subdivision Unit 3, being Tracts 3, 4, and 5, Block 20, Socorro Grant.

**SUMMARY:**

The property is located to the west of the existing Villas del Valle Subdivision unit 2, in between Place Rd. and Bovee Rd. with a total area of 14.8460 acres owned by V.D.V. LLC, 4031 Roadside Ct., El Paso, TX 79922, represented by Del Rio Engineering, Inc.

**BACKGROUND:**

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panels # 480212 0250-B / FEMA, September 4, 1991).

This property was rezoned from A-1 (Agricultural) to R-2 (Medium Density Residential) on July 16, 2015.

**STATEMENT OF THE ISSUE:**

The proposed subdivision has 59 residential lots, and 2 ponding areas, no park included, with asphalt pavement, storm sewer, concrete sidewalks, water lines, signalization, street lights, and electric lines. Once the Preliminary Plat is approved, the following information will be prepared:

1. Storm Drainage Report
2. Soils Analysis Report
3. Traffic Volume Report
4. Construction Schedule
5. Proposed Covenants and restrictions.

**ALTERNATIVE:**

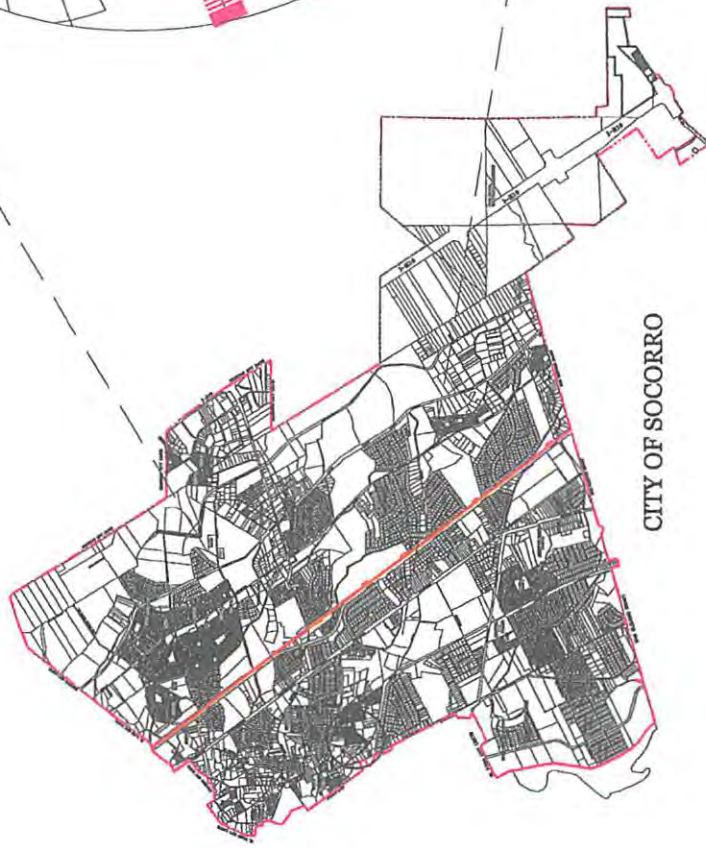
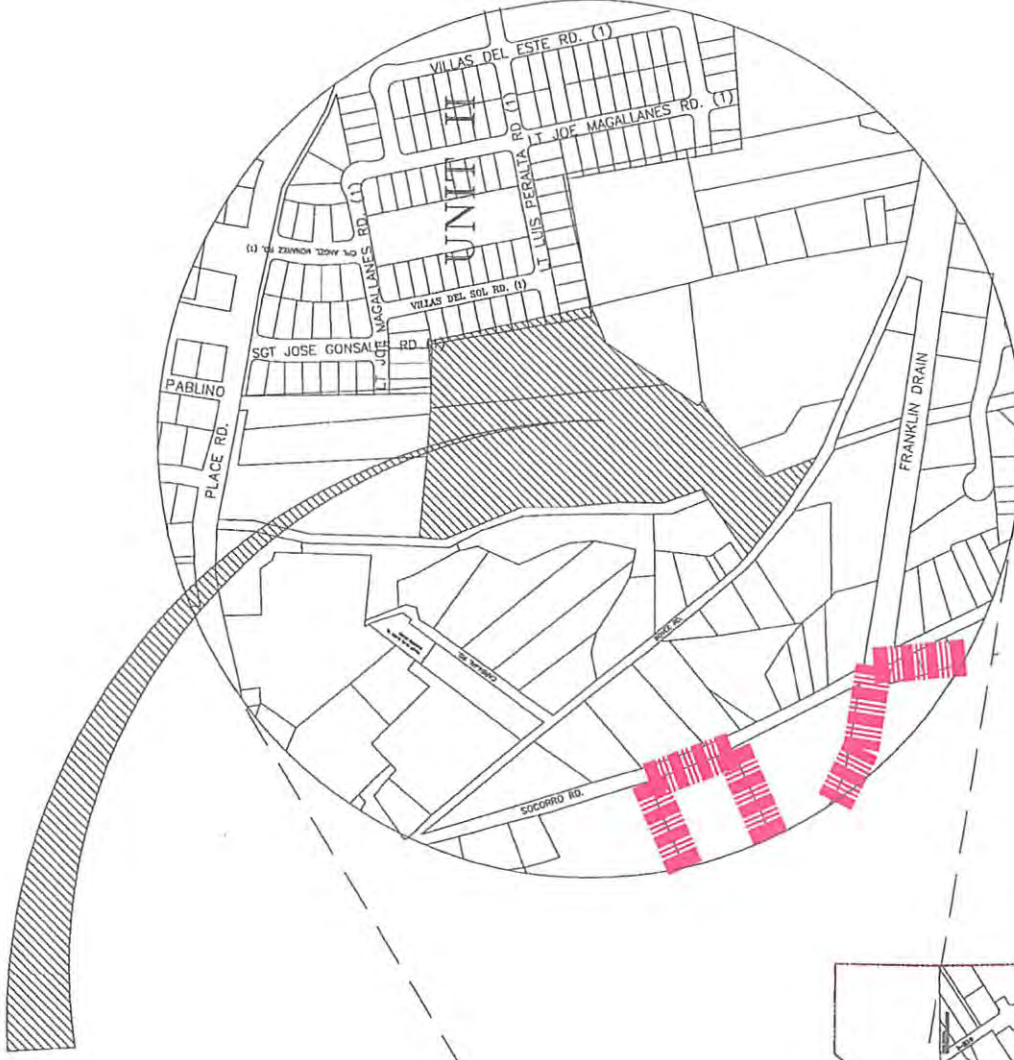
N/A.

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL.



PROJECT SITE;  
Villas Del Valle Unit III  
TRS. 3, 4 And 5, BLOCK 20,  
SOCORRO GRANT.



# LOCATION MAP

Scale: AS SHOWN



**15. PUBLIC HEARING AND SECOND READING AND ADOPTION ON ORDINANCE 371, AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF TRACT 3, 4 AND 5, BLOCK 20, SOCORRO GRANT FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). SAM LEONY**

*Public Hearing opened at 7:44 p.m.*

*No Speakers*

*Public Hearing closed at 7:44 p.m.*

A motion was made by Sergio Cox seconded by Victor Perez to approve item number fifteen (15). Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox, and Gloria M. Rodriguez

Nays:

Abstain:

**16. PUBLIC HEARING AND SECOND READING AND ADOPTION ON ORDINANCE 372, AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 3, BLOCK 7, ALDAMA ESTATES SUBDIVISION, AT 238 MIDNIGHT SUN DR., FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). SAM LEONY**

*Public Hearing opened at 7:48 p.m.*

*No Speakers*

*Public Hearing closed at 7:48 p.m.*

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to approve item number sixteen (16). Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox, and Gloria M. Rodriguez

Nays:

Abstain:

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to recess for ten (10) minute break. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Anthony Gandara, Sergio Cox, and Gloria M. Rodriguez

Nays:

Abstain:

**THE CITY COUNCIL CONVENED INTO A TEN MINUTE RECESS AT 7:52 P.M.**

**RECESS**

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 8:06 P.M.**



REC'D JAN 06 2016

## PLANNING AND ZONING DEPARTMENT

## APPLICATION FOR SUBDIVISION APPROVAL

Date: 12/21/15

Application must be completed and validated prior to subdivision processing.

Subdivision Name: VILLAS DEL VALLE UNIT III

1. Legal description of Area: BEING TRACTS 3, 4 AND 5, BLOCK 20, SODERO GRANT, EL PASO COUNTY, TEXAS

El Paso County, Texas.

## 2. Proposed Land Uses:

	Acres	Sites		Acres	Sites
Single Family			Office		
Duplex	13.6049	59	Street & Alley		
Apartment			Ponding/Drainage	1.1813	2
Mobile Home			Institutional		
P.U.D.			Other (Specify)		
Park/Pond					
School					
Commercial			Total No. Sites		61
Industrial			Total Acreage		14.8462

3. What is existing zoning of the above described property? \_\_\_\_\_
4. Will the residential sites, as proposed, permit development in full compliance with all zoning requirements of the existing residential zone(s). Yes ☒ No \_\_\_\_\_
5. Which of the following public improvements will be installed in this development:

Pavement	<input checked="" type="checkbox"/>	Water Lines	<input checked="" type="checkbox"/>
Sidewalks	<input checked="" type="checkbox"/>	Street Name Signs	<input checked="" type="checkbox"/>
Storm Sewer	<input checked="" type="checkbox"/>	Protective Fence	
Flood Retention Pond	<input checked="" type="checkbox"/>	Guardrails	
Bridge		Street Lights	<input checked="" type="checkbox"/>
Survey Monuments	<input checked="" type="checkbox"/>	U/G Electric Lines	<input checked="" type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	Other (Specify)	

6. Are sidewalks proposed along all dedicated streets? Yes ☒ No \_\_\_\_\_
- If only along some streets, which ones? \_\_\_\_\_

7. What type of telephone easements are proposed? \_\_\_\_\_

Subdivision Application

Page 1 of 2

CITY OF SOCORRO  
PLANNING & ZONING DEPARTMENT860 N. RIO VISTA ROAD  
SOCORRO, TEXAS 79927  
(915) 872-8531 • FAX (915) 872-8724

23244

DATE 1-06-16RECEIVED FROM V.D.V. L.L.C. \$ 595 DOLLARSFOR Villas Del Valle Unit III

AMOUNT OF ACCOUNT	595
THIS PAYMENT	595
BALANCE DUE	00

- ☐ DEBIT
- ☐ CREDIT
- ☒ CHECK
- ☐ M.O.

Thank You

BY

# 1001





REC'D JAN 06 2016

PLANNING AND ZONING DEPARTMENT  
APPLICATION FOR SUBDIVISION APPROVAL

Date: 12/21/15

Application must be completed and validated prior to subdivision processing.

Subdivision Name: VILLAS DEL VALLE UNIT III

1. Legal description of Area: BZING TRACTS 3, 4 AND 5, BLOCK 20,  
SOCORRO GRANT, EL PASO COUNTY, TEXAS

El Paso County, Texas.

2. Proposed Land Uses:

	Acres	Sites		Acres	Sites
Single Family			Office		
Duplex	13.6049	59	Street & Alley		
Apartment			Ponding/Drainage	1.1813	2
Mobile Home			Institutional		
P.U.D.			Other (Specify)		
Park/Pond					
School					
Commercial			Total No. Sites		61
Industrial			Total Acreage		14.8462

3. What is existing zoning of the above described property? \_\_\_\_\_
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5. Which of the following public improvements will be installed in this development:

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Sidewalks	<input checked="" type="checkbox"/>	Street Name Signs	<input checked="" type="checkbox"/>
Storm Sewer	<input checked="" type="checkbox"/>	Protective Fence	
Flood Retention Pond	<input checked="" type="checkbox"/>	Guardrails	
Bridge		Street Lights	<input checked="" type="checkbox"/>
Survey Monuments	<input checked="" type="checkbox"/>	U/G Electric Lines	<input checked="" type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	Other (Specify)	

6. Are sidewalks proposed along all dedicated streets? Yes ☒ No \_\_\_\_\_  
If only along some streets, which ones? \_\_\_\_\_

7. What type of telephone easements are proposed?

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large / Mayor Pro-Tem

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
Interim City Manager

May 2, 2016

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Adriana Rodarte**

**SUBJECT: Discussion and action to award Border Community Development Consultant, Inc. for CDBG Spark Arroyo Administration and Professional Services and to authorize City manager or her designee to sign contract or agreement.**

**SUMMARY**

The purpose of this agenda item is to inform you of the sealed bid proposals that were received on April 15, 2016. The scoring panel consisted of City Manager, Adriana Rodarte, Recreations Supervisor, Victor Reta, Interim Public Works Director, Miguel Rosas and Planning and Zoning Director, Samuel Leony. There was a total of 2 bids received below are the scores:

- Border Community Development Consultant scored 95.00 points
- DRS Rock Material scored 6.25 points

Therefore, I am recommending Border Community Development Consultant, Inc. be awarded this contract. The contractors were scored based on experience, work performance and capacity to perform. This awarded company meets all of the requirements.

**STATEMENT OF THE ISSUE**

The purpose of this agenda item is to inform you of the sealed bid proposals that were received on April 15, 2016. The scoring panel consisted of City Manager, Adriana Rodarte, Recreations Supervisor, Victor Reta, Interim Public Works Director, Miguel Rosas and Planning and Zoning Director, Samuel Leony. There was a total of 2 bids received below are the scores:

- Border Community Development Consultant scored 95.00 points



- DRS Rock Material scored 6.25 points

Therefore, I am recommending Border Community Development Consultant, Inc. be awarded this contract. The contractors were scored based on experience, work performance and capacity to perform. This awarded company meets all of the requirements.

### **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): CO 2014**

**Funding Source: CO 2014**

**Amount: N/A depends on the project**

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

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

### **ALTERNATIVE**

**Decline or deny all bids.**

### **STAFF RECOMMENDATION**

**Staff recommends approval on this item if no conflict of interest exist.**

### **REQUIRED AUTHORIZATION**

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

**FINAL SCORES FOR CDBG ADMINISTRATION AND PROFESSIONAL SERVICES**

[illegible]





Score #2

**add all scores divide by # of raters = total score for category**

N/A

[illegible]



Secrer #3

add all scores divide by # of raters = total score for category

[illegible]





**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large / Mayor Pro-Tem

**Sergio Cox**  
District 1



**Gloria M. Rodriguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
Interim City Manager

May 2, 2016

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Adriana Rodarte**

**SUBJECT: Discussion and action to direct staff on how to proceed with Sylvia Ct.**

**SUMMARY**

Sylvia Ct. Ct. has two private owners, one owns approx. the 90% of the street, the owner willing to donate it to the City but she owes about \$10,000 in back taxes; and the other 10% of the street belongs to another owner. We have not heard from both of these owners since late last year.

Sylvia Ct. residents have a major problem with a high traffic volume and speeding issues. The residents are asking the city to either make their street a dead as it was once a dead end street. Or place speed humps and stop signs to avoid violation and increase patrol in that area.

**STATEMENT OF THE ISSUE**

Sylvia Ct. residents have a major problem with a high traffic volume and speeding issues. The residents are asking the city to either make their street a dead as it was once a dead end street. Or place speed humps and stop signs to avoid violation and increase patrol in that area.

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount: N/A depends on the project**

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

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

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**Staff is requesting council guidance on this issue.**

**REQUIRED AUTHORIZATION**

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



**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Victor Perez**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: 5-2-2015**

**TO: Mayor and Council**

**FROM: Adriana**

### **SUMMARY**

***Discussion and action*** regarding claim arising from property located on thunder road owned by maria ugarte and richard hernandez, conflict with other properties in the area, dumping, debris and drainage in the area and enforcement of ordinances on and for these properties, including ordinances regarding drainage and ordinances requiring fences or wall to be constructed on and between certain properties.

### **BACKGROUND**

### **STATEMENT OF THE ISSUE**

**Continuation on last council meeting**

### **FINANCIAL IMPACT**

### **ALTERNATIVE**

### **STAFF RECOMMENDATION**

**Jesus Ruiz**  
Mayor  
**Rene Rodriguez**  
At Large  
**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2  
**Victor Perez**  
District 3  
**Anthony Gandara**  
District 4  
**Adriana Rodarte**  
City Manager

**DATE: 04/28/2016**

**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action on directing City Manager to submit a work order with Dannenbaum Engineering in order to create a Sidewalk Plan for the City of Socorro**

### **SUMMARY**

The City of Socorro does not have a Sidewalk Plan and we need to have one in order to be more competitive when it comes to funding opportunities. There are grants that require us to have one and we should have to know what areas lack sidewalks and how we can construct them.

### **BACKGROUND**

See about

### **STATEMENT OF THE ISSUE**

See above

### **FINANCIAL IMPACT**

The amount would depend on the work required by Dannenbaum



**ALTERNATIVE**

**Not have a sidewalk plan**

**STAFF RECOMMENDATION**

**Approve directing the CM to submit a work order**

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large/Mayor ProTem

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2

**Mary B. García**  
District 3

**Anthony Gandara**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: April 28, 2016**

**TO: MAYOR AND COUNCIL**

**FROM: ADRIANA RODARTE**

**SUBJECT ALL ORDINANCES**

**SUMMARY:** Discussion and action to direct City Manager that all ordinances be enforced.

**BACKGROUND**

Council has received numerous complaints regarding the enforcement of ordinances

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

**STAFF RECOMMENDATION**