#12

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st and 3rd 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: September 10, 2015 Department: _____ 9/10/2015
Planning & Zoning

1st. Signature: _____ 2nd. Signature: _____

DESCRIBE REQUEST:

INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF ORDINANCE _____, AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 4, BLOCK 15, COUNTRY GREEN, AT 10905 NORTH LOOP DR., 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:

( ) Executive Session
( ) Presentation Agenda
(X) Regular Agenda
( ) Consent Agenda

This item is to be placed on the agenda for: September 17, 2015

Received by City Clerk on: _____, 2015. 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

Sergio Cox
District 1

Gloria M. Rodriguez
District 2 / Mayor Pro Tem

Victor Perez
District 3

Anthony Gandara
District 4

ORDINANCE ____

AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 4, BLOCK 15, COUNTRY GREEN SUBDIVISION, AT 10905 NORTH LOOP DR., 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 Lot 4, Block 15, Country Green Subdivision, located at 10905 North Loop Dr., is changed from R-1 (Single Family Residential) to C-2 (General Commercial).

READ, APPROVED AND ADOPTED this _____ day of _____ 2015.

CITY OF SOCORRO, TEXAS

_____
Jesus Ruiz, Mayor

ATTEST:

_____
Olivia Navarro, Assistant City Clerk

APPROVED AS TO FORM:

_____
James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

_____
Adriana Rodarte, Interim City Manager

Introduction and First Reading: September 17, 2015
Second Reading and Adoption:

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

DATE: September 17, 2015
TO: MAYOR AND CITY COUNCIL
FROM: Sam Leony, Planning and Zoning Director
CC: Adriana Rodarte, Interim City Manager

SUBJECT:

Introduction, first reading and calling for a public hearing for the proposed amendment to the City of Socorro Master Plan, and rezoning of Lot 4, Block 15, Country Green Subdivision, from R-1 (Single Family Residential) to C-2 (General Commercial).

SUMMARY:

The property matter of this request is located at 10905 North Loop Dr., northwesterly located at 200 feet from the intersection of North Loop Dr. and Milo Dr. This property has an estimated area of 9,100 sq. ft., owned by Marcelino Garcia, 7608 Yuma Dr., El Paso, TX 79915.

BACKGROUND:

Country Green Subdivision was recorded in 1972 with 252 residential lots classified as R-1 (SFR) after the City's reactivation in 1986.

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

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: Restaurant.

The proposed use of the property: restaurant without beer & wine consumption.

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

STATEMENT OF THE ISSUE:

The Planning and Zoning department is currently conducting a revision to all the business to verify if the classification assigned to the property is correct based upon the land use. This is the case of this property: they started business several year ago without changing the zoning of the property to commercial.

ALTERNATIVE:

Due to the fact that this property has been in business for years, this rezoning is necessary for them to formalize their business registration.

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends APPROVAL.

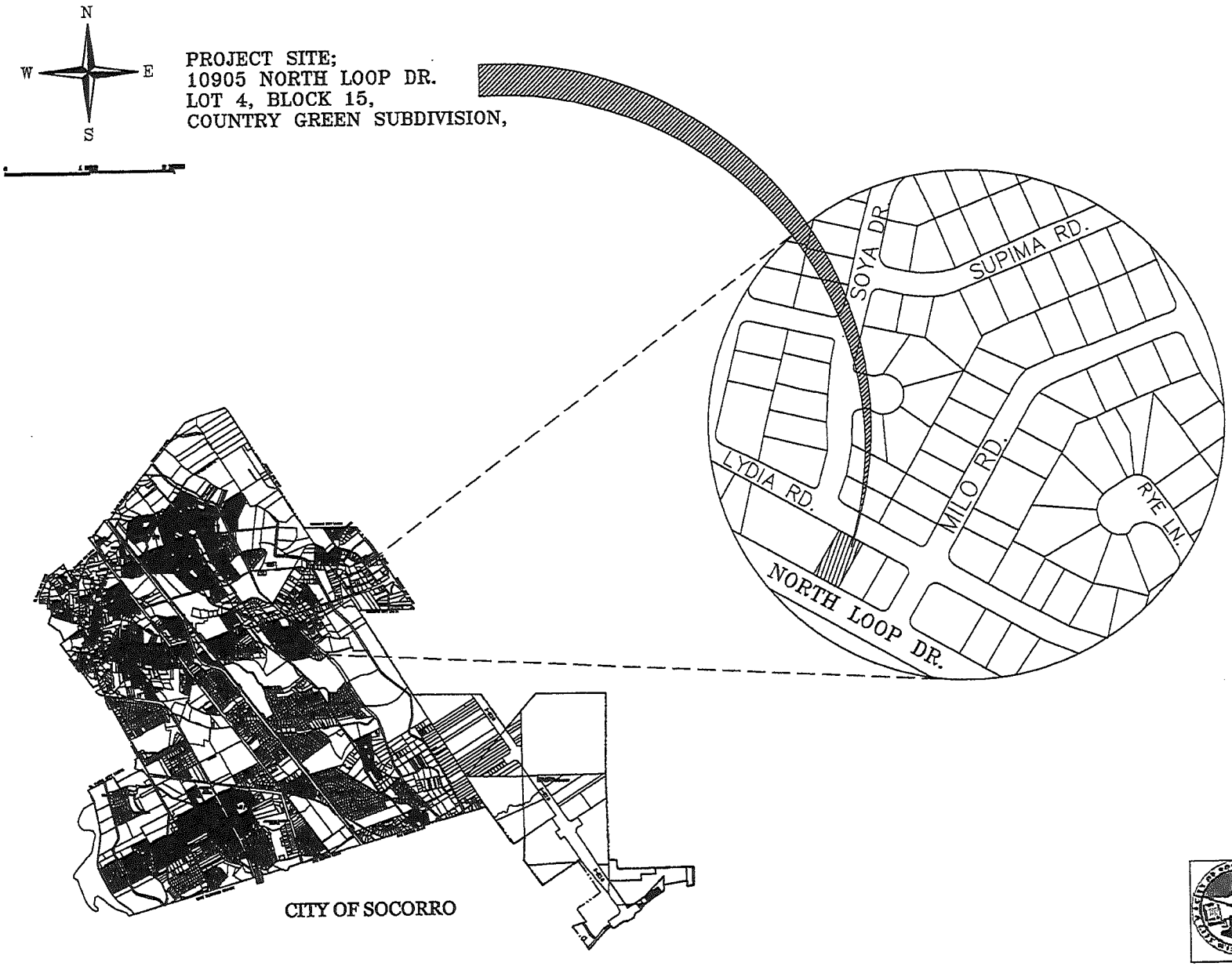
FINANCIAL IMPACT:

Not Applicable.

AUTHORIZATION:

1. City Manager: _____ Date: _____

2. Attorney: _____ Date: _____



LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department
860 N. Rio Vista Socorro, Texas 79927 Tel. (915) 872-8331 Fax (915) 872-8673

REC'D JUL 14 2015
LAD

PLANNING AND ZONING DEPARTMENT
Request for Rezoning

1. Name: Marcelino Garcia

   Address: 7608 Yuma Dr Phone: 915 593-2402

   Representative: Marisela Naua

   Address: 700 Bundala Phone: 915-253-4253

   Email Address: Mgnaua@icloud.com

2. Property Location: 10905 Northloop

   Legal Description: 15 Country Green Lot 4

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

4100 Sq. Ft		Restaurant
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
C2		Restaurant.
Proposed Zoning		Proposed Land Use

3. All owners of record must sign document.

   Marcelino Garcia

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

Rezoning Fees: Less than one acre - $650.00
1 to 10 acres - $750.00
10.1 to 30 acres- $950.00
30.1 to 50 acres- $1,150.00
50.1 to 75 acres- $1,400.00
75.1 or more - $1,650.00

ALL FEES ARE NONREFUNDABLE

#13

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st and 3rd 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: September 10, 2015 Department: Planning & Zoning 9/10/15

1st. Signature: _____ 2nd. Signature: _____

DESCRIBE REQUEST:

INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF ORDINANCE _____, AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 11, BLOCK 2, LYNN PARK REPLAT, AT 301 TANIA DR., FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).

THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL.

FOR OFFICE USE ONLY

Please check one:

( ) Executive Session
( ) Presentation Agenda
(X) Regular Agenda
( ) Consent Agenda

This item is to be placed on the agenda for: September 17, 2015

Received by City Clerk on: _____, 2015. 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

Sergio Cox
District 1

Gloria M. Rodriguez
District 2 / Mayor Pro Tem

Victor Perez
District 3

Anthony Gandara
District 4

ORDINANCE ____

AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING OF LOT 11, BLOCK 2, LYNN PARK SUBDIVISION, AT 301 TANIA DR., FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO C-1 (LIGHT 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 Lot 11, Block 2, Lynn Park Subdivision, located at 301 Tania Dr., is changed from R-2 (Medium Density Residential) to C-1 (Light Commercial).

READ, APPROVED AND ADOPTED this _____ day of _____ 2015.

CITY OF SOCORRO, TEXAS

_____
Jesus Ruiz, Mayor

ATTEST:

_____
Olivia Navarro, Assistant City Clerk

APPROVED AS TO FORM:

_____
James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

_____
Adriana Rodarte, Interim City Manager

Introduction and First Reading: September 17, 2015
Second Reading and Adoption:

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

DATE: September 17, 2015

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, Interim City Manager

SUBJECT:

Introduction, first reading, and calling for a public hearing of Ordinance _____, an ordinance to amend the City of Socorro Master Plan, and rezoning of Lot 11, Block 2, Lynn Park Subdivision, from R-2 (Medium Density Residential) to C-1 (Light Commercial).

SUMMARY:

The property matter of this request is located at 301 Tania Dr., right at the intersection of Horizon Blvd. and Donna Marie Dr. This property has an estimated area of 5,936 sq. ft., owned by Jaime & Guillermina Jordan, 4931 Guadalupe Dr., El Paso, TX 79904.

BACKGROUND:

Lynn Park Subdivision was recorded in 1971 with 168 residential lots classified as R-1 (SFR) after the City's reactivation in 1986.

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: property with two residential dwellings.

The proposed use of the property: small restaurant facing Horizon Blvd., and residential dwelling facing Tania Dr.

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

STATEMENT OF THE ISSUE:

The C-1 (Light Commercial) classification is the only zone that allows a limited mixture of Commercial-Residential within the same lot (Socorro Municipal Code Sec. 46-378).

ALTERNATIVE:

N/A.

STAFF RECOMMENDATION:

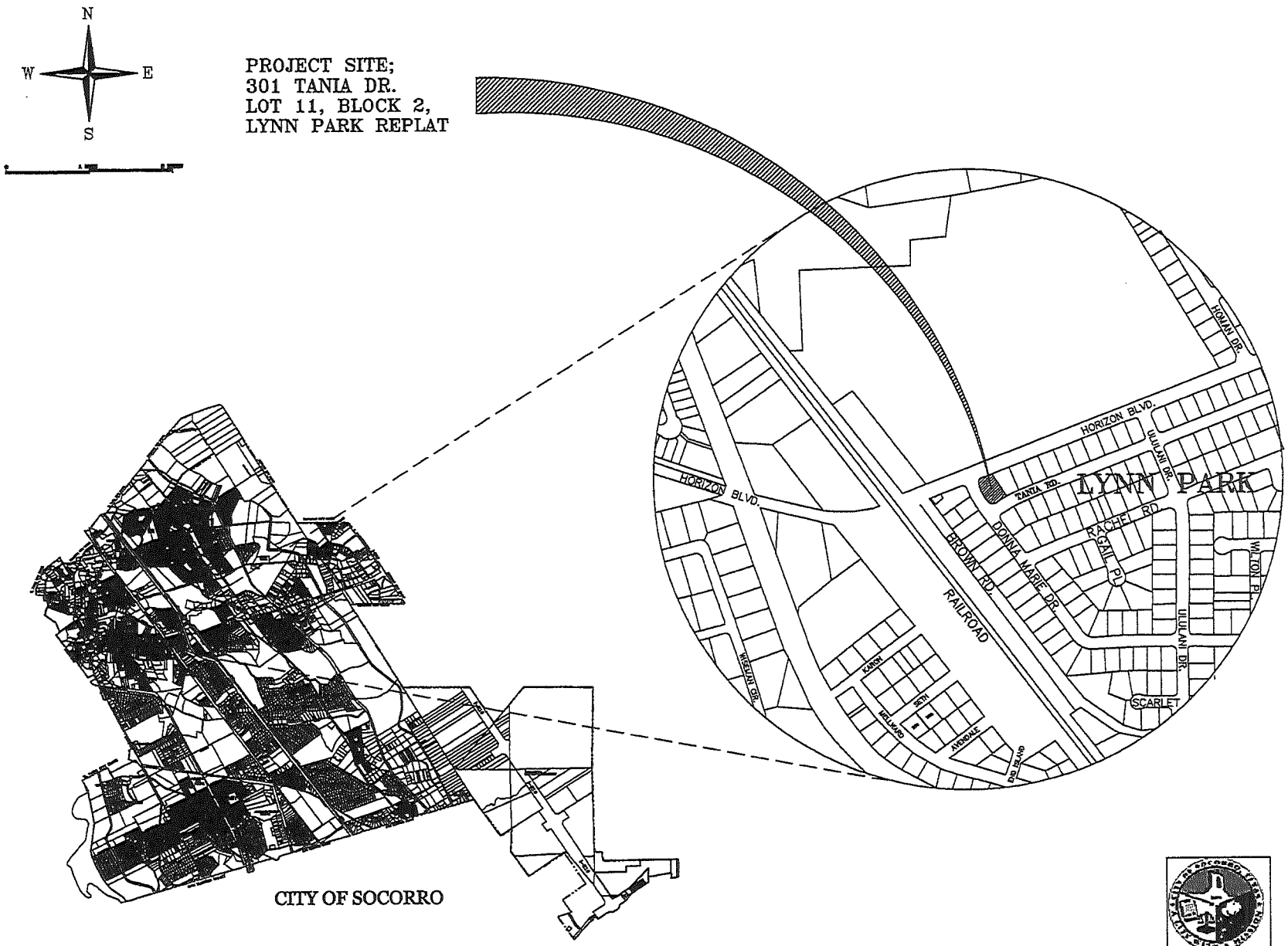
The Planning and Zoning Commission recommends APPROVAL.

FINANCIAL IMPACT:

Not Applicable.

AUTHORIZATION:

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



LOCATION MAP

Scale: AS SHOWN

Planning and Zoning Department
850 N. Rio Vista Socorro, Texas 79927 Tel. (915) 872-8531 Fax (915) 872-8673

REC'D JUL 06 2015
LAO

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

1. Name: Guillermina Jordan / Jaime F Jordan
   Address: 4931 Guadalupe Phone: (915) 2191937
   Representative: Guillermina Jordan
   Address: 4931 Guadalupe Phone: (915) 2191937
   Email Address: Chitajordan@gmail.com
2. Property Location: ~~302~~ 301 Horizon Tania
   Legal Description: 2 LYNN PARK REPLAT LOT 11

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

Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
	R 2	Abandonado Apartment

Proposed Zoning	Proposed Land Use
C. 1	Restaurant and Rent to Home

3. All owners of record must sign document.

Guillermina Jordan

Jaime Jordan

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.

Guillermina Jordan — Representative/Owner

07/06/15 — Date

ALL FEES ARE NON-REFUNDABLE

#14

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st and 3rd 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: September 10, 2015 Department: Planning & Zoning 9/10/2015

1st. Signature: _____ 2nd. Signature: _____

DESCRIBE REQUEST:

INTRODUCTION, FIRST READING, AND CALLING FOR A PUBLIC HEARING OF ORDINANCE _____, AN ORDINANCE REGULATING THE PROPER STORAGE, HANDLING, ACCUMULATION, TRANSPORTING AND DSPOSAL OF SCRAP TIRES.

THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL.

FOR OFFICE USE ONLY

Please check one:

( ) Executive Session
( ) Presentation Agenda
(X) Regular Agenda
( ) Consent Agenda

This item is to be placed on the agenda for: September 17, 2015

Received by City Clerk on: _____, 2015. Time: _____

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

ACTION TAKEN:
(____) Approved
(____) Not approved
(____) Tabled
(____) Other

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodríguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS, REGULATING THE PROPER STORAGE, HANDLING, ACCUMULATION, TRANSPORTING AND DISPOSAL OF SCRAP TIRES FROM GENERATION TO END-USE, PRESCRIBING PENALTIES FOR VIOLATIONS OF SAID ORDINANCE, AND CREATING AN OFFENSE.

WHEREAS, the City of Socorro, Texas desires to adopt an ordinance to regulate the disposal, storage, handling, accumulation, transportation and disposal of scrap tires from generation to end-use in order to eliminate existing problems with the unregulated use and disposition of the same; and,

WHEREAS, the City of Socorro, Texas wishes to create civil and criminal penalties, as well as additional remedies for said ordinance; and,

WHEREAS, the City Council has determined that the following Ordinance is necessary for the proper administration of the City, as well as to protect the public health, safety, and welfare of its citizens.

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

SECTION 1.

The recitals set forth above are hereby found to be true and correct and are incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

SECTION 2.

Chapter 8, Article V of the Code of Ordinances of the City of Socorro, Texas is hereby created and added, as follows:

SECTION 1. DEFINITIONS

A. That term "*dump*" means to throw, discard, place, deposit, discharge, bury, burn, or dispose of a substance or object, including tires.

B. The term *"manifest"* means a form or document used for identifying the quantity, composition, origin, routing, and destination of scrap tires during the transportation from the point of generation, through any intermediate points, to an end user, processor and disposer approved by the Texas Commission on Environmental Quality (TCEQ).

C. The term "*person*" means an individual, partnership, association, corporation or other entity in Texas or any other state.

D. The term "*retail tire dealer*" means a person actively engaged in the business of selling new or replacement tires.

E. The term "*scrap tire*" means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.

F. The term *"scrap tire carrier"* means any person engaged in picking up or transporting scrap tires for the purpose of removal to a scrap tire processor, end user, or disposal facility.

G. The term "*scrap tire generator*" means any person who generates scrap tires. Generators may include, but are not limited to, retail tire dealers, scrap tire processors, automobile dealers, private company vehicle maintenance shops, garages, service stations.

SECTION 2. SCRAP TIRE MANAGEMENT-GENERAL

A. The owner or occupant of any premises shall be responsible for the sanitary handling and disposal of all scrap tires on the premises used or occupied by such persons.

B. It shall be unlawful to dump or cause the dumping of scrap tires at any place within City limits including, and without limitation, any public highway, road, street, alley, or thoroughfare, including any portions of the right of way thereof, and any public or private property.

C. All scrap tire generators, carriers, and storage sites must have a valid business registration and tire management permit from the Planning and Zoning Department.

D. Each scrap tire generator shall maintain manifests, if required by law, and work orders, invoices or other records documenting the quantity, composition, origin, routing, and destination of scrap tires for a minimum of three years.

SECTION 3. ACCUMULATION

A. It shall be unlawful for any person in a residential zone to accumulate more than four (4) scrap tires on or around property which they own or occupy.

B. A retail tire dealer may store up to 200 scrap tires per garage bay in storage, up to a maximum of 300 scrap tires.

C. Retailers and wholesalers who sell good used tires as a commodity shall do so only from stock that has been sorted, marked, classified, and arranged in an organized manner for sale to the consumer, or has been designated on the manifest as removed for reuse by a registered transporter. Used tires that are to be resold as commodities, but are not sorted, marked, classified, and arranged in an organized manner for sale to the consumer, shall be considered as stockpiled scrap tires and the site shall be subject to registration as a scrap tire storage site.

D. Tires stored outside shall be monitored for vectors, and appropriate vector control measures shall be utilized at least once every two weeks.

E. Scrap tires must be stored in covered or enclosed areas, or under an impermeable cover to prevent the accumulation of water.

SECTION 4. TIRE MANAGEMENT LICENSING

A. Every scrap tire generator, carrier, and storage site must register with the Planning and Zoning Department by submitting an application in the form prescribed by the City, along with the following documents:

1. Texas Commission on Environmental Quality permits and documentation, if applicable;
2. Vehicle(s) license and registration;
3. Valid driver's license;
4. Proof of Insurance; and,
5. Annual fee of $250.00 per location.

SECTION 5. ENFORCEMENT

Enforcement of this Article shall be the responsibility of the City of Socorro, Socorro Police Department, Planning and Zoning Department, Building Inspectors, and Code Enforcement Officer.

SECTION 6. CIVIL REMEDIES AND ABATEMENT OF NUISSANCE

A violation of this Article is hereby declared a nuisance. In the event that any person violates any provision of this Article, the City or other appropriate authority may, in addition to other remedies provided under this Article or by law, utilize the abatement and enforcement procedures and seek all civil penalties and remedies provided in Chapter 28 of this Code.

SECTION 7. VIOLATIONS AND PENALTIES

A. Any person, firm, or corporation violating any portion of this Article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

1. For the first offense: By a fine of not less than $100.00 and not more than $200.00. Each day the violation continues shall constitute a separate offense.

2. For the second and subsequent offense(s): By a fine of not less than $750.00 and not more $2,000.00. Each day the violation continues shall constitute a separate offense.

B. The Court may order the person to repair or restore property damaged, or pay damages resulting from such violations, or perform public service related to the repair or restoration of property damaged by the violation, as permitted by law.

SECTION 3.

Any provision of any prior ordinance of the City of Socorro, Texas, whether codified or uncodified, which is in conflict with any provision of this Ordinance is hereby repealed to the extent of the conflict; however, all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 4.

It is the intent of the City Council that each word, paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be deemed severable, and should such word, paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Ordinance left standing, or the validity of any other ordinances of the City of Socorro, Texas.

SECTION 5.

This Ordinance shall take effect and shall be in full force from and after its adoption and publication as provided by law.

SECTION 6.

The City Clerk is hereby ordered to cause this Ordinance to be incorporated into the Code of Ordinances of the City of Socorro, Texas.

READ, ADOPTED AND APPROVED this ___ day of _____, 2015.

CITY OF SOCORRO, TEXAS

_____
Jesus Ruiz, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
James A. Martinez
Socorro City Attorney

Introduction and First Reading: September 17, 2015
Second Reading and Adoption: _____

APPROVED AS TO FORM:

_____
James A. Martinez
Socorro City Attorney

Introduction and First Reading: _____
Second Reading and Adoption: _____

#15

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodríguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

September 14, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON THE CIVIL SERVICE COMMISSION RECOMMENDATION TO APPROVE ON AMMENDING LEAVE POLICY FOR EXEMPT EMPLOYEES WITHIN THE POLICE DEPARTMENT.

SUMMARY

This action approves City of Socorro to amend police department leave policy recommended by Civil Service Commission August 24, 2015.

STATEMENT OF THE ISSUE

To Amend the Leave Policy for the employees of the Socorro Police Department who are classified as exempt.

FINANCIAL IMPACT

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

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

No changes to leave policy

STAFF RECOMMENDATION

HR recommends Civil Service Commission recommendation to Approve Police Department Leave Police.

REQUIRED AUTHORIZATION

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

MEMORANDUM

TO: Adriana Rodarte and Chief Carlos Maldonado

FROM: Bruce Koehler BAK

DATE: July 10, 2015

RE: Draft Police Department Leave Policy

Employees of the Socorro Police Department who are classified as exempt under the Fair Labor Standards Act, excluding the Chief of Police and Lieutenant(s), and who are directed in writing by the Chief of Police to work on an unscheduled, non-duty day (the "Assignment"), shall be provided one and one-half hours of paid time off for every hour worked during the Assignment.

1216695/BAK/14813-102

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodriguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Vacant
District 4

Willie Norfleet, Jr.
City Manager

#16

DATE: September 10, 2015

TO: Mayor and City Council

FROM: Anibal Olague

SUBJECT: Discussion and action to accept the KaBOOM! Let's Play Grant award in the amount of $15,000 and authorize the Mayor to sign the Grantee Letter of Agreement. The City will contribute the amount of $10,000 as a match to the playground construction project.

SUMMARY

The City of Socorro has been awarded a grant of $15,000 to apply towards the creation of a playground under the terms and conditions stated in the Letter of Agreement (LOA). With Council's approval, the City of Socorro will lead community members and volunteers through a self-guided planning process using the $15,000 grant towards the total cost of playground equipment and assembling the playground using the KaBOOM! community-build model.

BACKGROUND

In April 2015, the City of Socorro requested the amount of $15,000 in grant funding from the KaBOOM! Foundation's Let's Play Fund to support a new $25,000 playground project within the City. The grant funding awarded will help with the purchasing of playground equipment for a new park and community-built playground to be located at 301 Place Rd in Socorro, Texas.

This project is unique in that it will engage community residents, City staff, and local volunteers in the building of the playground. With the help of a project manager, community residents and volunteers will come together on a designated "Build Day" to put together the playground at the proposed park location.

STATEMENT OF THE ISSUE

Residents of Socorro have endured a historical lack of adequate and sufficient park and playground facilities near their homes and neighborhoods. While the City of Socorro is

committed to providing quality of life and recreational services to its residents, budgetary constraints have not allowed the rapid creation of new parks and playgrounds or the proper rehabilitation/ expansion of existing ones.

Financial support in the form of grant funding is a useful tool in helping to alleviate the needs for parks and playgrounds in the City of Socorro.

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

KaBOOM! Grant Award $15,000
City Contribution $10,000

Total Amount:

Playground Project $25,000

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE

The City of Socorro could fund the entire playground project without the aid of grant monies, or cancel the playground project.

STAFF RECOMMENDATION

Approval.

REQUIRED AUTHORIZATION

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

Dr Pepper Snapple Group – KaBOOM!
2015 Let's Play Construction Grant Program
Grantee Letter of Agreement

City of Socorro ("Grantee") is hereby awarded a grant of **$15,000** ($9,000 from KaBOOM!, and a discount of $6,000 from a preferred vendor), to apply toward the creation of a playground under the terms and conditions stated in this Letter of Agreement (LOA). Failing to comply with any of the requirements stated in this LOA or providing false information may result in forfeiture of this grant.

Scope of Project

1. The final Build Day on which the playground is constructed and fully completed must be on or before **September 7, 2016.**

2. The playground must be built using the KaBOOM! community-build model, defined in summary here as the method of using community volunteers to plan for, design, fundraise for, and build a community playground.

3. $9,000 will be applied toward the purchase of playground equipment from any one of the following Preferred Vendors: BCI Burke, Landscape Structures, Inc, Miracle Recreation Equipment Company, or Playworld Systems. **Grantee must work directly with a local representative of the selected Preferred Vendor**.

4. The total playground equipment expenditure for this project from the single manufacturer toward whom this grant is applied must be no less than $24,000 and no more than $40,000 inclusive of grant monies.

Disbursement and Verification of Grant Funds

5. Grantee must alert vendor of KaBOOM! grant when they are prepared to purchase their equipment so that the vendor can contact their national headquarters to apply the $6,000 equipment discount.

6. Grant funds will be disbursed directly to the equipment manufacturer selected by the Grantee, once the Grantee has submitted the following documentation to KaBOOM!:

    a) An invoice verifying the amount of the equipment order, showing that the grantee has paid their balance.
    b) A final invoice showing the equipment order, the Grantee's payment, and a remaining balance of $9,000.
    c) Grantee Completion Report is submitted.

7. In the event that KaBOOM! submits payment of grant funds to equipment manufacturer, for purchase of playground equipment on behalf of Grantee based on information provided by Grantee and Grantee does not complete a playground build, Grantee will reimburse KaBOOM! for the amount of the payment.

8. During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.

Ongoing Participation of the Grantee During the Grant Period

9. Grantee agrees to meet the timelines established for the submission and/or completion of the following key project benchmarks. In the case of submissions of reports or documents, they should be sent to the attention of the KaBOOM! Grants Manager. Failure to submit any such report by the appointed deadline may result in forfeiture of the grant.

    a) Grantee must sign this LOA and return a signed, copy to KaBOOM! by **October 5, 2015**

b) Grantee must submit a 3 month, 6 month and 9 month status report. The guidelines and format to be provided to the grantee by KaBOOM!

c) At least 4 weeks prior to the Build Date, grantee must place equipment order directly with the local representative of the equipment manufacturer and submit proof of playground equipment order in the form of an **itemized equipment invoice (Purchase order)** from the representative.

d) At least 4 weeks prior to the Build Date:
   i. Grantee must submit their **Build Day Plan of Action** report, outlining the roles and responsibilities of all community volunteers, along with time breakdowns illustrating how volunteers will be engaged in the build day process from the kick-off to the ribbon-cutting.
   ii. Grantee must submit a **programming plan** detailing how their organization will use their play space to encourage play behavior change.
   iii. Grantee must submit a **maintenance plan** detailing how the playground will be maintained, who will conduct the maintenance, and how the maintenance plan will be budgeted.

e) No later than 2 weeks after the Build Date:
   i. Grantee must submit the equipment invoice showing the equipment order, their payment, and a remaining balance of $9,000.
   ii. Grantee must submit a Grantee Completion Report. A portion of the report consists of a post-build survey, which will be provided by KaBOOM!. In addition, the grantee must include a project summary, photographs, and media stories that document the project's progress and execution. **Payment will not be sent to the equipment vendor until all Post Build documents are received.**

The grantee must:

10. Agree to purchase playground equipment from a KaBOOM! Preferred Vendor.
11. Participate in regularly scheduled webinars and calls.
12. Complete steps of planning by established timelines (this will be provided to selected grantees).
13. Submit proof of funds raised for the project (grant funds will only be released at this time).
14. Post new pictures and information on the Map of Play after the playground is completed.

Partner Recognition

15. Grantee must send out the pre-approved press release template to a minimum of one local media outlet. Reference to the Dr Pepper Snapple Group – KaBOOM! grant program and their sponsorship in other forms such as newsletters, web stores, or other promotional materials is subject to review and approval.

16. All grantees will automatically be signed up to receive information by email from Let's Play. If requested, grantee agrees to collaborate with a representative from the Dr Pepper Snapple Group to plan and host a grant award presentation, prior to, on, or just following their Build Day.

Certification Requirements

17. Grantee agrees to purchase only surfacing that meets ADA Guidelines (Americans with Disabilities Act), is IPEMA (International Play Equipment Manufacturers Association) certified and meets and/or exceeds the standards set forth by ASTM (American Society for Testing Materials) and CPSC (Consumer Product Safety Commission).

18. Grantee warrants that the organization/municipality currently has, and will maintain for the life of the playground, Commercial and General Liability insurance providing coverage against liability for bodily injury, death and property damage which may rise out of or be based upon the use of the playground; and Worker's Compensation insurance policies, in amounts not less than one million dollars ($1,000,000.00). Grantee must also include KaBOOM! and Dr Pepper Snapple as additional insured and needs to submit documentation by **October 5, 2015.**

19. Grantee will look solely to Vendor for performance of, and for payment and/or satisfaction of any obligation or claim arising out of, or in connection with, this Agreement and hereby covenants that it will not assert any claims against KaBOOM!, Inc. or any of its affiliates, nor look to KaBOOM! or any such

affiliates for satisfaction of any such obligation.

20. Grantee must ensure that an installer representing the selected manufacturer will be on site on Build Day to oversee the installation of the playground and to review the playground structure to ensure that it is safe and built to all appropriate standards and guidelines. Grantee acknowledges that neither KaBOOM!, Dr Pepper Snapple Group nor their respective officers, directors, employees, or agents are in any way responsible or liable for action, inaction or negligence of the playground installer. In the event that the Build Day is delayed or not completed on the scheduled day, Grantee acknowledges that it will be the responsibility of Grantee to secure an installer representing the selected equipment manufacturer to review the completed playground.

Indemnification

21. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor DPS nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds or the Grant sponsored project. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, DPS and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, DPS, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

General

22. KaBOOM! has the sole right, at its discretion, to waive or postpone any deadline or requirement stipulated in this Letter of Agreement.

23. Grantee agrees to have their contact information shared with representatives from the Dr Pepper Snapple Group for award purposes.

I have read and attest that my organization is willing to comply with the Dr Pepper Snapple Group - KaBOOM! Let's Play Construction Grant requirements outlined in the Letter of Agreement.

Please return a signed copy of this Letter of Agreement electronically to nmartinez@kaboom.org

Authorized Signature for Challenge Grantee	Date	Printed Name
City of Socorro, Texas		**Mayor**
Name of Challenge Grantee Organization		Job Title
915-858-2915	**915-858-9288**	**mayor@ci.socorro.tx.us**
Phone Number	Fax Number	E-Mail Address
124 S. Horizon Blvd.		**Socorro, Texas 79927**
Mailing Address		City State Zip
DUNS No. 138738112		**510(c)(3)**
Federal ID #		Non-profit Status (e.g. 501(c)(3))

KaBOOM! CFO	Date	George T. Megas

#17

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

Willie Norfleet, Jr.
City Manager

DATE: September 17, 2015

TO: MAYOR AND CITY COUNCIL

FROM: CHIEF CARLOS MALDONADO

SUBJECT: DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR, CITY ATTORNEY AND CHIEF MALDONADO TO SIGN AN INTERLOCAL AGREEMENT FOR OPERATION STONEGARDEN FY 2015. THIS GRANT WILL ALLOW THE POLICE DEPARTMENT TO PURCHASE 2 ATVs, 1 UTILITY VEHICLE, 5 BICYCLES, HELMETS AND GOGGLES FOR APPROXIMATELY $43,741.00, AS WELL AS RECEIVING UP TO $57, 094.00 OF OVERTIME AND FRINGE REIMBURSEMENT FOR A TWO-YEAR GRANT PERIOD.

SUMMARY

See attached agreement.

BACKGROUND

The Stonegarden Operations grant will allow the Police Department to expand operations along with Border Patrol focusing on border issues of transnational gangs and narcotics.

STATEMENT OF THE ISSUE

Grant funds will be utilized to purchase 2 ATVs, 1 Utility vehicle, 1 trailer to haul the ATVs and Utility vehicle, 5 bicycles, helmets and eye wear and Overtime/Fringe benefits to cover police officers working the grant. This grant will increase police activity in the City of Socorro.

FINANCIAL IMPACT

No match is required. Grant is in the amount of $100,835.00

ALTERNATIVE

Purchase the equipment from budget as well as utilize overtime with no reimbursement

STAFF RECOMMENDATION

It is recommended to approve the signing of the agreement.

REQUIRED AUTHORIZATION

1. **Mayor** _____ **Date** _____
2. **CFO** _____ **Date** _____
3. **Attorney** _____ **Date** _____

State of Texas
County of El Paso

INTERLOCAL AGREEMENT
Operation Stonegarden
FY 2015

This Interlocal Agreement **("Agreement")** is entered into on the 17 day of Sept. 2015, by and between the County of El Paso, Texas, hereinafter called "County" and the City of El Paso, Texas, hereinafter called "City." The County of El Paso, Texas, through this Agreement, is acting on behalf of the El Paso County Sheriff's Office. The City of El Paso, Texas, through this Agreement, is acting on behalf of the El Paso Police Department; the City of Anthony, Texas is acting on behalf of the Anthony Police Department; the Town of Horizon City is acting on behalf of the Horizon Police Department; and the City of Socorro is acting on behalf of the Socorro Police Department.

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

Whereas, Operation Stonegarden ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection (CBP) Border Patrol, to support overtime, equipment, fuel costs, and/or mileage reimbursement for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security and to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border;

Whereas, the County on behalf of El Paso County Sheriff's Office ("EPCSO"), the City on behalf of El Paso Police Department ("EPPD"), the City of Anthony, Texas on behalf of the Anthony Police Department ("APD"), the Town of Horizon City on behalf of the Horizon Police Department ("HPD") and the City of Socorro on behalf of the Socorro Police Department ("SPD") have all agreed to submit a joint application to OPSG for a grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter crime such as auto theft, burglary, smuggling of contraband/money/aliens/weapons, money laundering, and drug/human trafficking;

Whereas, El Paso County acting through EPCSO will be the lead participating agency for application and administration of the OPSG Grant funds;

Whereas, if the OPSG Grant is awarded, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy; that notwithstanding, the EPCSO, EPPD, APD, HPD, and SPD will not be involved in immigration enforcement;

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the combined areas of El Paso, Anthony, Horizon, Socorro, and the County; furthermore, such a consolidated effort is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

Whereas, the County, City, Anthony, Horizon, and Socorro are local governments, as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of their respective governing body in the manner prescribed by law.

Now therefore, in consideration of the premises, terms, provisions, and mutual promises contained herein, the parties agree as follows:

1. The County will prepare and submit an application for funds under OPSG in the total amount of $1,842,507.00 as described in Attachment A, attached hereto and fully incorporated herein by this reference. The funds received will be allocated as described therein, or as allocated by the OPSG Grant Award, if different. If the OPSG Grant Award is less than the amount requested and is not specifically allocated between the parties, the OPSG

Grant Award will be shared proportionally in the same proportion as the requested funds are described in Attachment A. The parties agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operations/ activities or to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and in the County.

2. The City, Anthony, Horizon, and Socorro each agree individually that they will comply with the provisions of the OPSG Grant and timely provide to the County any information the County requests or needs to submit all reports required under the OPSG Grant.

3. This Agreement shall become effective upon the award to and acceptance by the County of the OPSG Grant and shall remain in effect until the expiration of the OPSG Grant. In the event no OPSG Grant is awarded, this Agreement shall be void.

4. Each party's police/sheriff department shall submit claims or invoices on agency letterhead to the County, no later than thirty (30) working days from the last day of the month for which payment is requested. The following items are required to be sent to the County Auditor's Office:

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from www.SAM.gov that vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list at https://www.rkb.us/lists.cfm

5. Each police/sheriff department's claims or invoices shall account separately for the receipts and expenditures of any and all funds received pursuant to this Agreement. Each invoice submitted by each police/sheriff department shall be paid from the County of El Paso Auditor's Office, after reimbursement by the State Administration Agency.

6. Each party shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the County, state, or federal government, any books, documents, records, and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called "Records." In particular, each police/sheriff department shall maintain financial and supporting documents, statistical records, and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records must be kept for a minimum of three years after the end of the grant period or longer as may be required by law. If any litigation, claim, or audit involving these Records commences before the three year period expires, the party must keep Records for not less than three years or until all litigation, claims, or audit findings are resolved.

7. The parties each agree to observe all local, federal and state laws, rules, and regulations that in any manner affect or govern the procurement of grant funds or the procurement of goods/services necessary to perform under this Agreement.

8. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not assume any liability that may arise from the performance or nonperformance by any other party.

9. A waiver by a party of any breach of a provision under this Agreement shall not be deemed to be a waiver by any other party or a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Each party reserves and does not waive its respective immunity nor any other rights under applicable laws. Any provision of this Agreement that imposes an obligation or restriction, on any party, not permitted by applicable law shall not be enforceable. Therefore, this Agreement is not intended to alter or reallocate any defense or immunity authorized or available to any party under Texas tort or other law.

11. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

12. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

13. This Agreement may not be assigned by any party in whole or in part.

14. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

15. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid, binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this Agreement or application thereof to any person, entity, or circumstance shall be held to be invalid or unconstitutional, the remainder of the Agreement shall nevertheless be valid, to the extent practicable.

16. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective party at the address listed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

COUNTY:	El Paso County Judge, Veronica Escobar El Paso County Courthouse 500 E. San Antonio Ave, Room 301 El Paso, Texas 79901
COPY TO:	El Paso County Sheriff's Office Attention: Richard D. Wiles 3850 Justice Drive El Paso, Texas 79938
CITY:	City of El Paso Attention: City Manager's Office 300 N. Campbell El Paso, Texas 79901
COPY TO:	El Paso Police Department Attention: Office of the Chief of Police 911 N. Raynor El Paso, Texas 79903

CITY	City of Anthony 401 Wildcat Drive Anthony, TX 79821
COPY TO:	Anthony Police Department Attention: Chief Carlos Enriquez 401 Wildcat Drive Anthony, TX 79821
CITY	Town of Horizon City 14999 Darrington Road Horizon, TX 79928
COPY TO:	Horizon Police Department Attention: Chief Michael McConnell 14999 Darrington Road Horizon City, TX 79928
CITY	City of Socorro 670 Poona Socorro, TX 79927
COPY TO:	City of Socorro Attention: Chief Carlos Maldonado 670 Poona Socorro, TX 79927

IN WITNESS WHEREOF, said County of El Paso, City of El Paso, City of Anthony, Town of Horizon City, and City of Socorro have caused these presents to be executed on their behalf by their respective and duly authorized officials on each date noted below.

[Signatures Follow on Next Page]

Attachment "A"

County of El Paso, TX	Total FY 2015 OPSG Total Award: $1,842,507.00		
Administration/ Logistics/Budget	Narrative Justification (Computation of Items)		Federal Request
Overtime/Fringe	Overtime and Fringe Total		$1,646,017.20
Law Enforcement Operational Overtime	El Paso County Sheriff's Office (EPCSO) = $331,632.00 El Paso Police Department (EPPD) = $864,000.00 Anthony Police Department (APD) = $30,000.00 Town of Horizon City Police Dept. (HCPD) = $55,000.00 Socorro Police Department (SPD) = $45,564.00		$1,326,196.00
Fringe Benefits for Law Enforcement	El Paso County Sheriff's Office (EPCSO) = $86,146.26 El Paso Police Department (EPPD) = $216,000.00 Anthony Police Department (APD) = $4,458.00 Town of Horizon City Police Dept. (HCPD) = $8,173.00 Socorro Police Department (SPD) = $5,043.94		$319,821.20
Equipment (Provide AEL #)	Equipment Total		$43,741.06
	General Equipment	N/A	$0.00
01UT-01-HLMT 01UT-01-EYEP 01ZA-02-GLVW 12TR-00-REEL	Special Equipment	(4) Quad helmets @ $90 each = $360.00 (4) Goggles @$50.00 each = $200.00 (4) pair of ATV gloves @$32.25 each = $129.00 Lenco Trailer 9' x 14' = $4,500.00	$5,189.00
12VE-00-MISS	Vehicles, Watercraft or other type of vehicles	(2) Polaris Sportsman 570 Quads @ $6,500 each = $13,000.01 (1) Polaris RZR XP 1000 EPS Quad = $20,000.00 (5) Fuji Patrol 29er Bike Combos @$1,110.41 ea. approximately = $5,552.05	$38,552.06
	Regional Capability Building Equipment	N/A	$0.00
Vehicles	Fuel Cost	N/A	$0.00
	Maintenance Cost	N/A	$0.00
	Mileage Cost	El Paso County Sheriff's Off =$30,187.50 El Paso Police Department = $47,395.45 Anthony Police Department = $8,432.00 Town of Horizon Police Dept. = $3,227.00 Socorro Police Department = $6,486.00	$95,727.95
Travel, Lodging, and Per diem		N/A	$0.00
County M&A		$15,834.24 + EPPD $41,186.55	$57,020.79
		Total Funding Cost	$1,842,507.00

CITY OF SOCORRO

By:_____ Dated: _____
Mayor

Approved as to form:

_____
City Attorney

Approved as to content:

_____
Carlos Maldonado
Chief of Police
City of Socorro, TX

CITY OF SOCORRO

By: _____ Dated: _____
Mayor

Approved as to form:

_____
City Attorney

Approved as to content:

_____
Carlos Maldonado
Chief of Police
City of Socorro, TX

CITY OF SOCORRO

By: _____ Dated: _____
Mayor

Approved as to form:

_____
City Attorney

Approved as to content:

_____
Carlos Maldonado
Chief of Police
City of Socorro, TX

CITY OF SOCORRO

By:_____ Dated: _____
Mayor

Approved as to form:

_____
City Attorney

Approved as to content:

_____
Carlos Maldonado
Chief of Police
City of Socorro, TX

CITY OF SOCORRO

By: _____ Dated: _____
Mayor

Approved as to form:

_____
City Attorney

Approved as to content:

_____
Carlos Maldonado
Chief of Police
City of Socorro, TX

#18

CITY OF SOCORRO
REQUEST FOR CITY COUNCIL AGENDA ITEM

Note: Regular Council meetings are held on the 1st. and 3rd. 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: September 10, 2015

Department: _____ 9/10/2015
Planning and Zoning

1st. Signature: _____

2nd. Signature: _____

DESCRIBE REQUEST:

DISCUSSION AND ACTION ON THE REQUEST TO APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF DENYING THE PROPOSED AMENDMENT TO THE CITY OF SOCORRO MASTER PLAN, AND REZONING OF LOT 13, BLOCK 6, SPANISH TRAIL SUBDIVISION AT 10250 CONQUISTADOR DR., FROM R-1 (SINGLE FAMILY RESIDENTIAL TO R-2 (MEDIUM DENSITY RESIDENTIAL).

THE PLANNING AND ZONING DEPARTMENT RECOMMENDS APPROVAL

FOR OFFICE USE ONLY

Please check one:

( ) Presentation Agenda ( ) Consent Agenda

(X) Regular Agenda ( ) Executive Session

This item is to be placed on the agenda for: September 17, 2015

Received by City Clerk on: _____, 2015. 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

Sergio Cox
District 1

Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

DATE: September 17, 2015
TO: MAYOR AND CITY COUNCIL
FROM: Sam Leony, Planning and Zoning Director
CC: Adriana Rodarte, Interim City Manager

SUBJECT:

Discussion and action on the request to appeal the decision of the Planning and Zoning Commission of denying the proposed amendment to the City of Socorro Master Plan, and rezoning of Lot 13, Block 6, Spanish Trail Subdivision, from R-1 (Single Family Residential to R-2 (Medium Density Residential).

SUMMARY:

The property matter of this request is located at 10250 Conquistador Dr., easterly located at 250 feet from the intersection of Conquistador Dr. and Hanes Rd. This property has an estimated area of 16,008 sq. ft., owned by Sergio & Gloria Maldonado, 19003 Bremerton Dr., Horizon City, TX 79928.

BACKGROUND:

Spanish Trail Subdivision was recorded in 1970 with 118 residential lots classified as R-1 (SFR) after the City's reactivation in 1986.

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: vacant lot.

The proposed use of the property: Residential Complex (4 units).

Adjacent Land Uses:

North: R-2 (MDR), residential complex with 4 units;

South:R-2 (MDR) residential complex with 4 units / R-3 (HDR) residential complex with 5 units

East: R-1 (SFR),

West: R-1 (SFR).

STATEMENT OF THE ISSUE:

On September 1, 2015, a public hearing for the proposed rezoning of this property was held before the P&Z Commission, being the quorum of 3 Commissioners and the Chair. Once the Commission received the report of the case, 3 persons spoke in favor of the project and 3 against the project. The persons against the project argued the following:

1) "too many apartments in the neighborhood, specially around the proposed project, and consequently more traffic";
2) "the smell of the dumpster in the existing apartment is unbearable";
3) "we have had running water problems from that property, and damages on our chain-link fence from construction material placed against the fence".

At the time of the decision, the project received 2 vote against and 1 in favor, therefore, the project was refused.

ALTERNATIVE:

N/A

STAFF RECOMMENDATION:

The Planning and Zoning Department recommends TO APPROVE the appeal and give the applicant a chance to provide a solution to the inconveniences expressed by the opposing neighbors to the P&Z Commission.

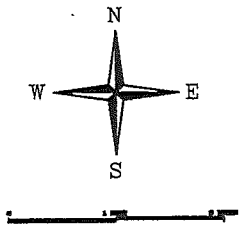
FINANCIAL IMPACT:

Not Applicable.

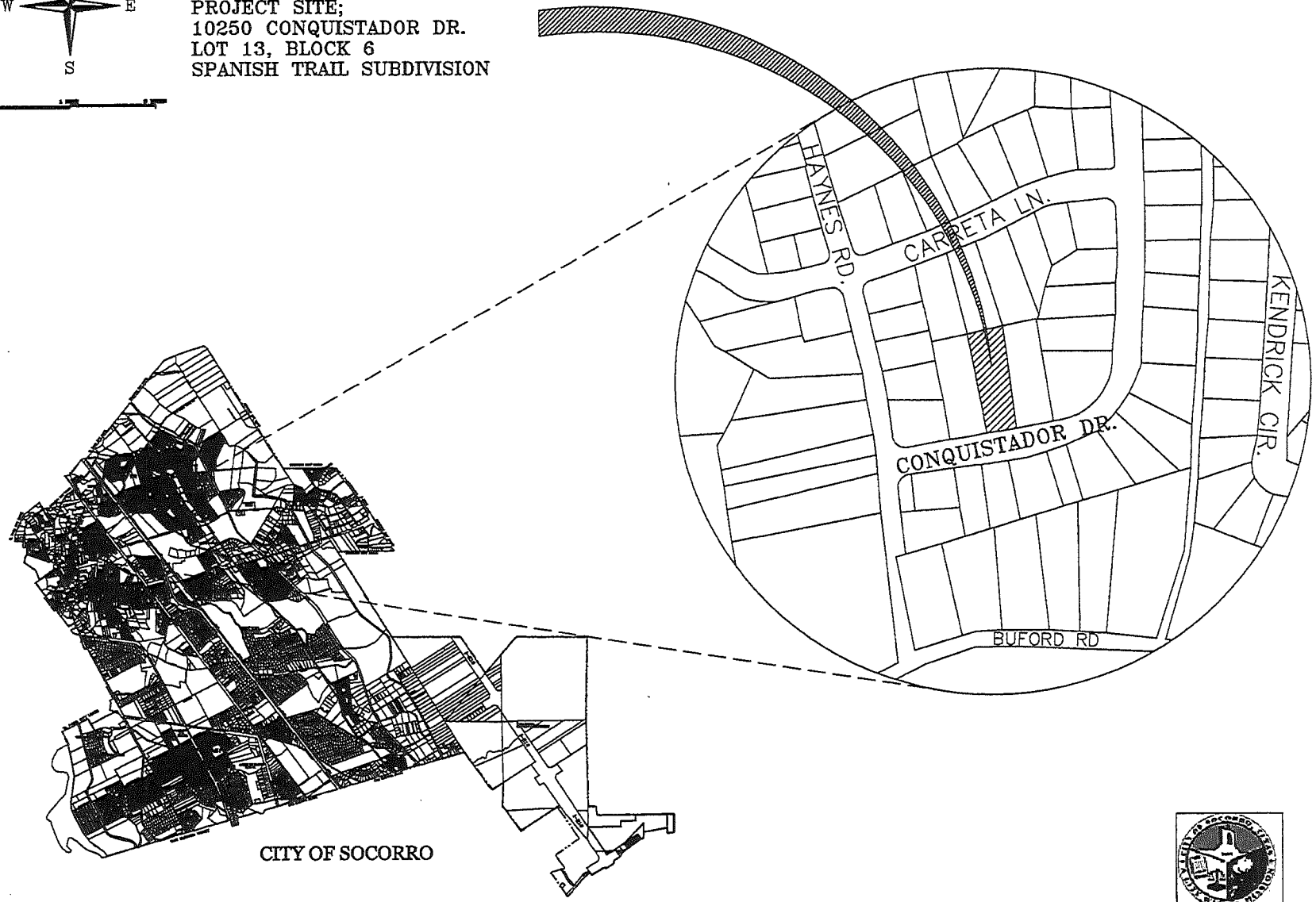
AUTHORIZATION:

1. City Manager: _____ Date: _____

2. Attorney: _____ Date: _____



PROJECT SITE;
10250 CONQUISTADOR DR.
LOT 13, BLOCK 6
SPANISH TRAIL SUBDIVISION



LOCATION MAP

Scale: AS SHOWN

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

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

1. Name: Sergio & Gloria Maldonado

   Address: 19003 Bremerton Dr. Horizon City Tx 79928 Phone: 915 274 2056

   Representative: ~~Daniel~~ Daniel Maldonado (915) 252-5545

   Address: 915 (227-1635) Phone:

   Email Address: gloriamaldonado2@gmail.com

2. Property Location: 10250 Conquistador Dr. Socorro Tx 79927

   Legal Description: 6 Spanish Trail Lot 13

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

.3675	R-1	Empty Lot
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use

R 2	Quadraplex
Proposed Zoning	Proposed Land Use

3. All owners of record must sign document.

Sergio Maldonado

Gloria Maldonado

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.

Representative/Owner

7-6-2015
Date

ALL FEES ARE NON-REFUNDABLE

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodríguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#19

September 11, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and Action on City of Socorro Flood Plan.

SUMMARY

The following document is set forth to act as the emergency plan for the City of Socorro, Texas in the event of rainfall/flooding in or around the city, as well as the detailed account for actions to be taken once preventive measures have failed or prove to be ineffective

STATEMENT OF THE ISSUE

This plan is designed to act as an instructional manual for the City of Socorro's response to emergency situations in relation to environmental scenarios. The items covered in this document are broken up with an introductory lesson on vernacular, objectives, and keys to success. The procedures are broken up into stages with clear directive as to who, what, when and how things will take effect during these stages. The plan will only work if all parts are in accordance to following the directives set forth in here.

FINANCIAL IMPACT

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

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

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

City of Socorro

Emergency Response Protocols

124 S. Horizon Blvd.
Socorro, TX 79927

p. (915) 858-2915
f. (915) 858-9288

citymanager@ci.socorro.tx.us
Ci.Socorro.Tx.Us

Table of Contents

I. **Executive Summary** 3

Key Terms

Objectives

Keys to Success

Inventory of Items by Department: Haves, Needs, Wants

II. **Stage One** 5

Positions Engaged & Roles

Procedure

III. **Stage Two** 6

Positions Engaged & Roles

Procedure

IV. **Stage Three** 7

Positions Engaged & Roles

Procedure

V. **Stage Four** 9

Positions Engaged & Roles

Procedure

VI. **After the Storm** 10

Positions Engaged & Roles

Procedure

VII. **Appendix** 12

Arial Maps

Emergency Response Team

Aid Directory

Phone Trees

Executive Summary

This plan is designed to act as an instructional manual for the City of Socorro's response to emergency situations in relation to environmental scenarios. The items covered in this document are broken up with an introductory lesson on vernacular, objectives, and keys to success. The procedures are broken up into stages with clear directive as to who, what, when and how things will take effect during these stages. The plan will only work if all parts are in accordance to following the directives set forth in here.

Key Terms

CACC-Chayo Apodaca Community Center
DHS- Department of Homeland Security
ERT- Emergency Response Team- Members of Parks, Planning & Zoning, Police, Public Works & Recreation Centers
EOC- Emergency Operations Center- will be held at CACC
FEMA- Federal Emergency Management Agency
ICS- Incident Command System
PIO- Public Information Officer
RVCC- Rio Vista Community Center
RVS- Rio Vista Substation
SOPs- Standard Operating Procedures

Objectives

- Explain what environmental & emergency responses entail.
- Leave concrete, detailed, and clear instructions for all Staff, Supervisors, & Elected Officials to follow when dealing with preventing, responding, or controlling an environmental or emergency incident at any day/time.
- Provide transparency & continuality for our constituents so that they may see we are working diligently to serve and protect their best interests.

Keys to Success

- Respect the Incident Commander; the highest ranking police person on the scene.
- Obtain necessary equipment, personnel, training, & creating interlocal/government relationships.
- Following the plan to completion, no undermining of authority or veering off.
- Keeping communication clear & concise.
- Following instructions as given; understanding the incident Commander has the authority in all levels of these situations.
- Understanding that this plan is set to keep the minimum amount of people in the danger zone, and the necessary people where they're needed.
- Trust in the staff to carry out the plan without interference.

Inventory of Items by Department: Haves, Needs, Wants

Public Works:

- 4- Honda transfer pumps
- 1-vector water truck
- 1.4000 gallon water truck
- 1-2000 gallon water truck
- 1-500 gallon water tank trailer
- 2- John Deere back hoes
- 1-John Deere bulldozer
- 1-volvo loader
- 1-light tower
- 24-square shovels
- 5-round shovels
- 5-3 inch water hose
- Barricades and signs
- 7,400 (approx.) empty sandbags

Community Centers

Ziploc quart storage bags	1 box
Single Glow sticks	4
Women's Rain Boots	5
Chalk 24 pc	1 box
50 pc Dust Masks	1 box
4 pack bungee cords	1
Blue Tarp	1
4 pack Tarp Clips	2
Complete first aid kit	1
Xenon High Beam Flashlights	2
Black duck tape	1
Water Proof 40ct Matches	2
12 ct Bungee cord pack	1
Weather alert radio	1
12ct King Size Sharpie	1 box
18v Dial Chemestry Charger	1
Defiant Flashers	2
Men's Rain Boots	2
Prepared emergency backpack (contains items below:)	6
- Chalk	
- Hand Warmer	

- Matches	
- Hand sanitizer	
- Emergency blanket	
- Safety vest	
- Raincoat	
- Flasher	
- Flashlight	
- Dust mask	

Stage One

- No State of Emergency
- It has barely begun raining in the City or in the surrounding area.
- This is for sprinkling to light rainfall which is dissipating and/or is no threat to the City.
- Police & City Manager only department's activated.
- Berm does not open.
- City is not in harm's way.

Positions Engaged & Roles

- Chief/Lt. Smith- Communicate Information Received to City Manger
- City Manager- Relays Information Received to City Council
- Dispatch Police Officers- Ears to the City
- Patrol Police Officers- Eyes for the City

Procedure

1. Patrol Officers will contact Dispatch with any signs of possible inclement weather
2. Dispatch will verify with local forecasts & relay reports to Patrol.
3. Should rainfall turn from light to moderate Dispatch will contact Horizon Police Department to get an update on the situation up north.
4. Patrol will drive up to the berm and assess the overall situation based on the measurement bar.
5. Patrol will contact Chief with data analysis.
6. Chief will contact City Manager
7. City Manager will relay information to Council.
8. These steps are repeated every 20 minutes unless a change in the forecast or significant occurrence.

If situation is resolved, no further action is required. If it is not we move into stage two.

Stage Two

- No State of Emergency
- Incident Commander Role is Activated
- It has been raining in the City or in the surrounding area heavily or for quite some time.
- This is for light to moderate rainfall which is pooling and/requires action by the City.
- Public Works, Planning & Zoning, Police & City Manager only department's activated.
- Berm will be opened.
- City is not in harm's way.

Positions Engaged & Roles

- Chief/Lt. Smith- Communicate Information Received to City Manger
- City Manager- Relays Information Received to City Council
- Dispatch Police Officers- Ears to the City & Connection to Patrol Units
- Patrol Police Officers- Setup Safety Protocols & Monitor City
- Public Works- Operation Engineers & Direct Staff in Process.

*** Incident Commander Role Activated- The highest ranking police authoritative official at the incident site will assume the role of Incident Commander, and take full control of the situation; assuming the right to give direct orders to City Staff, Elected Officials, & Support Agencies. The Incident Commander will designate who has clearance to be at the berm and surrounding area. ***

Procedure

9. Police will inform City Manager that the situation is growing and will deem a stage two response; at this stage police radios will be issued out to necessary personnel to make lines of communication clear and concise.
10. City Manager will contact Public Work Director & Supervisor to arrive on the scene and begin making arrangements as to how to proceed with opening the berm. Only necessary & designated city employees will be allowed at the berm once a possible emergency is suspected. Council will stay in communication with the City Manager, however Council's presence will not be allowed at the work site.
11. Safety measures will be taken before opening the berm:
    a. Police will setup traffic controls, barricades, and oversee affected area evacuations.
    b. Police will close off Horizon at Thunder.
    c. Public Works will create a barrier across Thunder to direct water flow from the berm to the onion field.
12. Once the berm has been opened Public Works will check to make sure the water is flowing at the following sites, and if any obstructions are found will be notified to the Public Works Director & El Paso Water Irrigation District #1 :
    a. The Mesa Spur Drain at Rio Vista across Horizon Blvd.
    b. The Mesa Spur Drain at Coker
13. City Manager will continue to communicate information to Council.
14. These steps are repeated every 20 minutes unless a change in the forecast or significant occurrence.

If situation is resolved, no further action is required. If it is not we move into stage three.

Stage Three

- This is for heavy rainfall in the City or in the surrounding area for an extended period of time causing flooding and need to begin small scale evacuations
- Emergency Response Team & Department Heads Activated.
- Berm opened, onion field overfilling, water flooding city streets, homes, & roadways.
- City is in harm's way.
- Activate Emergency Reponses
- Open up City's Emergency Operations Center

Positions Engaged & Roles

- CFO- Report to EOC and help with financials
- Chief/Lt. Smith- Communicate Information Received to City Manger
- City Clerk- Report to EOC at CACC act as scribe
- City Manager- Relays Information Received to City Council
- Court Clerk, City Attorney, HR, Council, Grants/Special Projects, - Report to CACC for briefing & await further directions
- Dispatch Police Officers- Ears to the City & Connection to Patrol Units
- IT- Report to EOC for Set-up Procedures
- Parks- Assist w/ Sandbags.
- Patrol Police Officers- Setup Safety Protocols & Monitor City
- Public Works- Operation Engineers & Direct Staff in Process.
- Recreation Center Supervisor- Act as Incident PIO
- Recreation Centers- Evacuation Center

Procedure

15. Incident Commander will notify City Manager to open the EOC & activate the City's Emergency Response.
16. Incident Commander will contact supporting agencies to bring in necessary equipment and utilities to assist in the evasive maneuvers. Customs & Border Protection & Tigua Police will assist with ground troops.
17. City Manager will contact the Emergency Response Team & All Department Heads to report to the City for action:
    a. CFO, City Clerk, Court Clerk, HR, & Grants will report to EOC for further directions.
    b. IT- Set up (7) seven phone lines each labeled with their corresponding number & Wi-Fi passwords. Issue out Emergency Alert Texts/ Radio PSA'a.
    c. Parks will prep vehicles and make available for use, open the fueling yard for city vehicles, close Bulldog Park, and begin preparing sand bags for distribution.
    d. PIO will serve as connection to information for Council & will serve as middle man to set up appearances/statements with media & council. PIO will transport Council to designated & authorized sites. City Manager & Incident Commander will update PIO.

e. Police will bring in more personnel and assist in keeping peace, safety & control within the City.
f. Public Works will come in to execute scope of work designated by Public Works Director & Incident Commander.
g. Recreation Centers will open to await the arrival of displaced families, record people seen, prepare activities for children, and ready vehicles to await transportation routes.

18. **Evasive Maneuvers**
    a. Public Works, Planning & Zoning, and Police will create a plan as to:
        i. Direct the flow of water away from the masses
        ii. Engineer channels, barriers & viable resources to prevent larger scale devastation.
        iii. Keep the safety & peace to the City.
    b. Incident Commander will designate teams to fulfill using resources to their full potential.
19. **Evacuations** will go forwards as follows:
    a. Public Works & Police will determine the safest routes for transporting citizens and designate if off road capable vehicles are necessary for the terrain.
    b. Rio Vista has (2) two twelve passenger vans capable for transporting people to RVCC; If 4X4 is required Parks has some fleet available & Planning & Zoning has AWD.
    c. RVCC will serve as a preliminary evacuation site documenting people seen, providing provisions, first aid, and shelter.
        i. Recreation Staff will be documenting the people, families, & create a report for missing persons.
        ii. Recreation Staff will also do perimeter checks every 20 minutes for security and safety.
        iii. Once RVCC has reached (100) one hundred people, the Recreation Coordinator will alert the incident Commander to alert Red Cross & begin looking at opening a secondary shelter so as to begin treating a larger group. Available are: SISD Schools, Tigua Entertainment Center, & Socorro Fire Department.
20. **Sand Bag Distribution:**
    a. Parks will oversee the distribution of sand bags.
    b. City Staff & Socorro Volunteer Fire Dept. can assist in helping make sandbags.
    c. Sandbags will be restricted to (10) ten bags per resident.
    d. Staff will need to record the bags by getting the driver's license information from the requestor.
    e. Only Socorro Residents can collect sand bags from our distribution sites.
    f. The city should have (2,000) two thousand filled sand bags at all time & (3,000) three thousand empty bags.
    g. Distribution sites include: RVCC, Socorro Recycling, and Tigua Entertainment Center.
21. **Council Responsibilities:**
    a. Mayor & Council will report to the EOC to meet with the City Manager & PIO
    b. PIO will serve as the connection of information to council
    c. Council can help answer questions/concerns from constituents, help make & distribute sand bags, and meet with media at a designated meeting place set up by the PIO, and help out with the evacuation center at RVCC.
22. Incident Teams will give status reports to the Incident Commander every 15 minutes who will trickle information down to City Manager & PIO.

If situation is resolved, no further action is required. If it is not we move into stage four.

Stage Four

- This is for heavy rainfall causing drastic flooding which the City can no longer fight off alone.
- The Mayor must call into the County & declare a state of emergency
- Ask to activate the EMC & begin talks for aid. City's Emergency Operations Center no longer adequate.
- Berm opened, onion field overfilling, water flooding city streets, homes, & roadways.
- City is in harm's way. Begin preparing for large scale evacuations.
- Activate State of Emergency

Positions Engaged & Roles

- Incident Commander will assign Teams & Team Leaders
- All Department Heads & Members of Council report to EOC for Assignments
- Employees will be put on an emergency shift rotation with assignments given as they arrive.

Procedure

23. The county declare the opening of the EMC, Mayor will need to travel to begin obtaining resources.
24. EMC is located at 200 N. Kansas El Paso TX (915) 838-3263; Lt. Ricardo Gonzalez, Asst. EMC Coordinator (915) 838-3266/ (915) 240-3172
25. Incident Commander will notify City Manager as to what resources we are needing & to what extent.
26. City Manager will deliver supply list to Mayor
27. Incident Commander will delegate teams as how to assist in distributing gained resources & equipment.
28. Incident Commander will direct the Emergency Response Team & All Department Heads to:
    a. City Clerk will take detailed records of all items received
    b. CFO will begin compiling reports in correlation to effects on the city financials.
    c. HR/Court will assist in running the EOC
    d. Grants will organize a plan as to helping the displaced post storm & find relief efforts.
    e. Parks will continue distributing sand bags and assist as designated.
    f. PIO will serve as connection to information for Council & will serve as middle man to set up appearances/statements with media & council. PIO will transport Council to designated & authorized sites. City Manager & Incident Commander will update PIO.
    g. Police will bring in more personnel and assist in keeping peace, safety & control within the City.
    h. Public Works will come in to execute scope of work designated by Public Works Director & Incident Commander.
    i. Recreation Centers will begin moving families to secondary site.
29. **Evasive Maneuvers**
    a. Public Works, Planning & Zoning, and Police with the help of supporting agencies, will create a plan as to:
        i. Direct the flow of water away from the masses
        ii. Engineer channels, barriers & viable resources to prevent larger scale devastation.
        iii. Keep the safety & peace to the City.

b. Incident Commander will designate teams to fulfill using resources to their full potential.
c. Team Leaders will report to Incident Commander every 15 minutes.

30. **Evacuations** will go forwards as follows:
    a. Once RVCC proves to be inadequate for the number of refugees"
        i. SISD school buses can be used to transport.
        ii. Public Works & Police will determine the safest routes for transporting citizens and designate if off road capable vehicles are necessary for the terrain
        iii. Recreation Staff will compile a report siting the people seen, treated, and moved to a secondary location' as well as a report for missing persons to give to the Red Cross & keep for City records.
        iv. Recreation Staff will continue to do perimeter checks every 20 minutes for security and safety.
31. **Sand Bag Distribution:**
    a. Parks will oversee the distribution of sand bags.
    b. Sandbags will be restricted to a given amount based on the supply on hand.
    c. Should distribution stop in order to restock a directive will be given by the Incident Commander.
    d. Staff will need to record the bags by getting the driver's license information from the requestor.
    e. Only Socorro Residents can collect sand bags from our distribution sites.
    f. We will need to look at secondary supplies for bags.
    g. Distribution sites include: RVCC, Socorro Recycling, and Tigua Entertainment Center.

After the Storm

- State of Emergency is over.
- Gather information
- Prepare relief plan
- Designate safe zones & information centers

Positions Engaged & Roles

- All City Staff, Support Agencies, Team Leaders & Incident Commander

Procedure

32. Upon calling off the state of the emergency:
    a. Incident Commander will call for a meeting of all emergency workers at a designated site
    b. Organize a debrief for designees
    c. Assign PIO to meet with Council for media release.
    d. Have Support Agencies meet with City Clerk for records prior to leaving.
33. Hold a debrief with Department Heads inform them of overall plan & situation
    a. Sit down and discuss the play back of the event.
        i. What went well/wrong
        ii. What did we learn
        iii. What condition is our city in
    b. Have each Department Return to their office and prep a status report in one hour.
        i. Site condition of equipment & property
        ii. Create list of total loss items

iii. Create list of things involving information technology, sanitation, & utilities.

c. Create a viable idea as to when services for the departments will be retuning

d. Report to City Manager if office is in working condition

34. **Event Report**:

a. **This report should be created by each department and sent to City Manager for Presentation**

i. Finalize a report showing:

1. All items borrowed to items returned
2. Items used & items used owed back to a support agency
3. Contact information to all support agencies, volunteers, & relief efforts.
4. Time & date of storm's start to end
5. Total Financial Impact on:

a. Resources

i. Personnel
ii. Supplies
iii. Equipment
iv. Utilities

b. Damage

i. Land
ii. Buildings
iii. Vehicles
iv. Infrastructure

35. City Manager will present to Council overall state of the city

a. Make recommendation on operating solutions

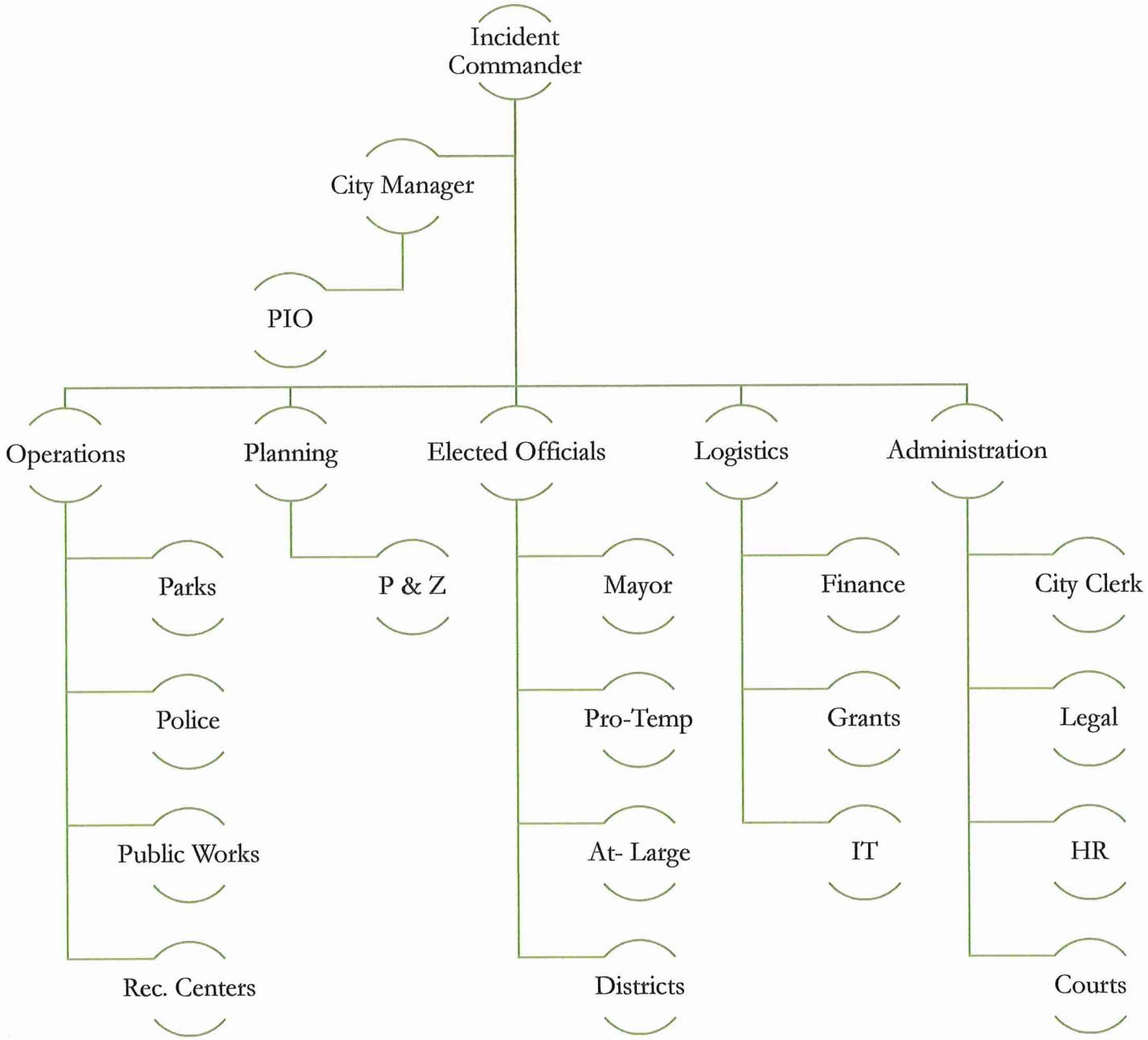
b. Site inoperable departments

c. Present preliminary idea for rebuilding

36. PIO will organize a media appearance for council

Appendix

Emergency Response Organization Chart



Public Works Phone Tree

Public Works Director	493-3445
Public Works Supervisor	5392049
Juan Del Villar	588-2936
Jose Fuentes Fred	525-0719
David Gonzalez	472-4427
Tomas Solano	244-1620
Enrique Hermosillo Henry	539-1661
Jesus Perez Tony	252-2210
Juan Garcia Johnny	208-9408
Liliana Natale	875-6074
Moises Rosales	216-5705
Ramon Marquez	433-0834
Ricardo Ordonez	443-1630
Rogelio Soto	319-6615
Rommel Martinez	920-6660
Samuel Jurado Sam	873-3176
Santiago Montelongo	255-5623

Recreation Centers Phone Tree

Recreation Supervisor	915-319-0125
Jerry Banuelos	915-204-6958
Lizbeth Castro	915-307-0256
Rocio Hinojosa	915-401-2152
Erika Galvan	303-956-9769
Juliza Perez	915-887-8141

Support Agencies Directory

Emergency Shelters & Assistance	Red Cross 915-592-0208 X 223
Property Clean Up	Jim Conway Texas Baptist Men 915-252-5359 txirishmen@iglide.net

Emergency Alerts	Sign up for emergency alerts at elpasotexas.gov -> Emergency Preparedness
Basic Needs	Red Cross 592-0208 x223 Salvation Army 915-544-9811 St. Vincent de Paul 915-564-4357 or 915-872-8407 x 3
American Red Cross	Mike Haslacker- Dispatch Chair O: 915-592-0208 x 226 C: 915-519-7289 E: Mike.Haslacker@redcross.org A: 3620 Admiral El Paso, TX 79925
SISD	Lt. Jose Castorena C: 915-227-0390
TX DOT	Edgar Fino C: 915-227-0390
Tiguas	Steve Cordova Emergency Management Planner O:859-7913 C: 487-5777
El Paso Water Irrigation Disctrict #1	915-872-3400
El Paso Voluntary Organization Active in Disaster (El Paso VOAD)	Long Term Recovery Assistance

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodríguez
District 2 / Mayor Pro-Tem

Victor Perez
District 3

Anthony Gandara
District 4

Adriana Rodarte
Interim City Manager

#20

September 11, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON TO APPROVE INFORMATION TECHNOLOGY MANUAL.

SUMMARY

This action approves City of Socorro new Information Technology Manual

STATEMENT OF THE ISSUE

The Information Technology Manual provide City of Socorro employees guidelines and policies and procedures that are required through our organization.

FINANCIAL IMPACT

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

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

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

ALTERNATIVE

Keep the current Employee Handbook.

STAFF RECOMMENDATION

IT recommends to Approve Information Technology Manual.

REQUIRED AUTHORIZATION

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

INFORMATION TECHNOLOGY MANUAL

CITY OF SOCORRO, TEXAS. INFORMATION TECHNOLOGY POLICY

1. PURPOSE

It is the purpose of this policy to establish ethical guidelines for the use of the City's IT assets and computing facilities.

(IT assets include component hardware and software and these entail servers, laptops, iPads, tablets, workstations, switches, routers, firewalls, bridges, printers, fax machines and photocopiers, cell phones, e-mail, Internet, modems, firewalls, operating systems, applications software, business applications, city's data and information).

2. SCOPE

The scope of the policy is for broad City usage and it applies to the City's contingent workforce (all employees) as well as non-City hardware/software contractors, vendors, suppliers and any stakeholders that provide services to the City and that bring themselves into contact with the City Information Technology (IT) infrastructure.

3. PRINCIPLES

The City encourages the use of IT facilities to make work processes more efficient and effective. The guidelines shall attempt to provide a workplace in which employees are allowed to succeed in a highly productive environment and where high standard of morality, ethics, fairness and integrity exist.

Adherence to these guidelines by all City's employees protect the right of all workers with regards to privacy and freedom of expression, and guarantees that the City operates in a manner consistent with legal and ethical practices.

The City's IT assets, infrastructure and equipment remain the property of the City at all times. The City provides these facilities in order to improve the productivity of employees in the course of executing their job functions.

The City's IT facilities are intended for business purposes only and not for private/personal work. The access to and use of City's IT facilities is a privilege and not a right. Every employee has a responsibility to maintain and enhance the City's public image and to use the City's IT facilities in a productive manner.

4. ROLE OF THE INFORMATION TECHNOLOGY (IT) Department

4.1.1 Provide new employees with access to a desktop or laptop account, and access to an email account, and work cell phone if required by job description; **once the employee has cleared the background check by Human Resources.**

4.1.2 Employees who receive a work cellphone, iPad or Tablets shall sign a device policy form.

4.1.3 New employees will be given temporary passwords for desktop and email accounts, and it is their responsibility to change it and secure it.

4.1.4 No new computers, printers, and/or any computer equipment shall be bought without approval and authorization from the IT Department.

4.1.5 No software packages are to be purchased and installed without the approval and authorization from the IT Department.

4.1.6 The IT Department **MUST ALWAYS** be notified of all computer faults before anyone or any service provider from outside is called to fix the problem or any computer equipment which is being moved from one location to another.

4.1.7 It is the employee responsibility to submit an IT work order request for any issues stated above.

5. ACCEPTABLE USE POLICY - DESKTOPS AND LAPTOPS

This policy defines end-user acceptable use of City's IT equipment. The policy applies to desktops, laptops, tablets, printers, and other equipment provided by the City. Anyone that uses City's equipment including employees, vendors, contractors, and visitors, must adhere to this policy. Acceptable use applies to proper care, handling and maintenance of equipment as well as following documented security policies relating to equipment use.

5.1 User Responsibilities

Users shall use City provided IT equipment responsibly and for City business purposes only. Appropriate use policies are:

5.1.1 Active desktops and laptops may not be left unattended for prolonged periods of time. Users should secure their workstation when leaving the workstation unattended.

5.1.2 City's information displayed on screens or on reports shall be treated as confidential and private. Users must guard municipal information from unauthorized access or use.

5.1.3 Any employee-signed confidentiality agreement shall fully apply to information accessed with City IT equipment.

5.1.4 Director, Managers and Supervisors are responsible to ensure that their employees are adequately trained on appropriate use of IT equipment with in their department, and that they adhere to this policy.

5.1.5 Users may not grant access to non-employees, including vendors or contractors, without approval of their Director or approval by the IT Department.

5.1.6 Users shall keep their equipment clean and free from dust. Users shall maintain "breathing space" around equipment in accordance with equipment installation instructions.

5.1.7 Users shall not eat or drink at their workstation.

5.1.8 Desktop acceptable use policies apply equally to portable devices, including laptops, notebooks, and iPad, tablets, and cell phones.

5.1.9 All acceptable use polices apply equally to non-City provided equipment if the equipment accesses City's information or networks.

5.1.10 Users who access City's information and computer systems from remote locations must adhere to this policy.

5.1.11 City's provided equipment shall be kept in a secure manner so that the employee's household members and others do not have access to the device when not in the office.

5.1.12 **Users should not store City' information or files locally only. The use of shared or network drives for all municipal information is required.**

5.1.13 Users are responsible for backing up files stored on their desktop or laptop. The IT department will not provide backups at the desktop level.

5.2 Prohibited practices

Any activity, action, or lack of action on the part of a user that damages the City or compromises security or confidentiality is prohibited. Examples of prohibited practices include:

5.2.1 Installing new desktops or equipment without prior approval by the IT Department.

5.2.2 Upgrading equipment or adding peripheral equipment without prior approval of the IT Department.

5.2.3 Downloading and/or installing programs that are not specifically approved by the IT Department.

5.2.4 Using unlicensed software. Users may not copy and share software that is installed on their desktops or laptops with other users. Using programs or Internet web sites that compromise the privacy of customers or employees.

5.2.5 Removing or compromising desktop virus protection programs.

5.2.6 Opening email attachments that are inappropriate or from someone you do not know.

5.2.7 Using City's provided IT equipment for non-business reasons or for personal gain.

5.2.8 Unauthorized attempts to break into any workstation.

5.2.9 Unauthorized access to City files, programs, databases, or confidential information.

5.2.10 Sending or posting confidential files to unauthorized persons.

5.2.11 Failing to fully cooperate with IT security investigations.

5.2.12 Allowing co-workers or other users to use your desktop without approval of your Director or by the IT Department.

5.2.13 Sharing password information or displaying it in plain view on or around your desktop. Users must secure their passwords and not reveal them to others.

6. ACCEPTABLE USE POLICY - EMAIL

This policy defines end-user acceptable use of City provided email services. This policy applies equally to on-site usage as well as remote usage of City email. When using City email, users shall follow these guidelines:

6.1 User Responsibilities

6.1.1 E-mail users shall use e-mail in accordance with general communications policies of the City.

6.1.2 City provided e-mail generally shall be used for business communications only.

6.1.3 Users understand and agree that they shall not have a right to privacy when using City e-mail or electronic communications, even if those communications are of a personal nature.

6.1.4 **Departmental heads and/or the Human Resources Department should immediately advise the IT Department of any resignations so that their-mail and business application access credentials are disabled (terminated) for security reasons.**

6.2 Prohibited Practices

6.2.1 Users should not open e-mails or e-mail attachments from persons unknown to them. Opening of unknown or suspicious attachments can have serious consequences for the City in terms of viruses or computer worms. Users should contact the IT Department if there is even a slight concern about an e-mail attachment.

6.2.2 Users should not respond to spam e-mailsor unsolicited advertisements, responding will multiply the amount of spam received. Unsolicited e-mails should be deleted or reported to the IT Department.

6.2.3 Users may not use e-mail to solicit employees for any purpose, including charitable purposes, without the written approval of their department Director.

6.2.4 Users may not forward or promote spam or joke e-mails, and particularly may not send spam or joke e-mails to group e-mail addresses.

6.2.5 Users should not access, create, display, download, save or transmit threatening, racist, sexist, obscene, offensive, annoying or harassing language and/or materials such as broadcasting unsolicited messages or sending unwanted mail.

6.2.6 Users may not use e-mail for purposes that violate legal or City policies regarding gambling, hate, pornography, or other inappropriate purposes.

7. ACCEPTABLE USE POLICY - INTERNET

This policy defines end-user acceptable use of City provided Internet access. This policy applies equally to non-City provided Internet access made while on City premises.

When using Internet, users shall follow these guidelines:

7.1 User Responsibilities

7.1.1 City provided Internet access generally shall be used for business purposes only. Users may not use Internet for personal reasons.

7.1.2 The IT Department shall be responsible for installing and updating anti-virus software on all computers. IT will be responsible for weekly or monthly desktop scanning which is normally required to eradicate spyware and latent viruses.

7.1.3 Users understand and agree that they shall not have a right to privacy when using Internet on City provided equipment.

7.1.4 Users understand and agree that the City may severely limit access, including the use of controls that prevent access to sites deemed inappropriate by the City. The City has the right to monitor and control Internet usage at its sole discretion.

7.1.5 Users agree that the City will decide which websites can be accessed using the guidelines provided by the service provider. This will be monitored on an ongoing basis and amended from time to time as required.

7.1.6 Website can automatically be blocked by the service provider if the site is exposed from a security perspective or if the site is used for inappropriate purposes.

7.2 Prohibited Practices

When using Internet, users must follow these guidelines:

7.2.1 Users should not download software or images unless they are from a trusted source, and then only if authorized by the IT Department. Opening of unknown or suspicious programs or images can have serious consequences for the City in terms of viruses or computer worms. Users should contact the IT Department before they download any files from the Internet.

7.2.2 Users should not provide their e-mail address when registering at a website unless the web site has a clear policy that they will protect e-mail privacy.

7.2.3 **Users should not use the Internet for on-line radio or television access without permission from the IT department. Sites that provide streaming content have a significant impact on network resources and impact network performance and responsiveness.**

7.2.4 Users may not use Internet for purposes that violate legal or City policies regarding gambling, hate, pornography, or other inappropriate purposes.

7.2.5 Users shall not access, create, display, download, save or transmit any text, file picture, graphic or sound clip or engage in any conference that includes material which is obscene, libelous, indecent, vulgar, profane, and lewd or which advertises any product or service not permitted to minors by law.

7.2.6 Users shall not engage in activities that damage hardware or software, disrupt communication, waste systems resources, or overload Networks with excessive data.

7.2.7 Users shall not access chat rooms to carry out non-business related matters.

8. ACCEPTABLE USE POLICY - BUSINESS APPLICATIONS

This policy defines end-user acceptable use of City's business application software. This policy applies to all software identified by the City as a business application. General Accounting and Financial Management software, Court, and IT programs are examples of business applications. Anyone that uses City's business applications including employees, vendors, contractors, and visitors, must adhere to this policy.

8.1 User Responsibilities

Users shall use City provided application software responsibly and for City business purposes only. Appropriate use policies are:

8.1.1 All IT Infrastructure Acceptable Use Policies fully apply to application software usage. This includes the requirement that active desktops and laptops may not be left unattended for prolonged periods of time. Users should secure their workstation when leaving the workstation unattended.

8.1.2 City information display on equipment or on reports shall be treated as confidential and private. Users must guard City information from unauthorized access or use.

8.1.3 Directors are responsible to ensure that their employees are adequately trained/educated on appropriate use of City software applications within their department, and that they adhere to this policy.

8.1.4 Directors are responsible to assure that users have adequate access to applications, but do not have access that is inappropriate for their job function or otherwise represents an unnecessary security risk for the City.

8.1.5 Users may not grant access to non-employees, including vendors or contactors, without approval of their Director or IT Department.

8.1.6 Users who access City information and computer systems from remote locations must adhere to this policy.

8.1.7 Users should promptly report software problems or apparent defects to their Directors. Directors should work with the IT Department to determine if the issue is software related, and if so, how is best to have it fixed.

8.2 Prohibited Practices

Any activity, action, or lack of action on the part of a user that damages the City or compromises security or confidentiality is prohibited. Examples of prohibited practices include:

8.2.1 Installing new software applications without prior approval by the IT Department. This includes downloading software from the Internet, even if there is no charge for the software.

8.2.2 Downloading applications for evaluation purposes is also prohibited unless approved in advance by the IT Department.

8.2.3 Sharing passwords with other users. Users shall not post or display their passwords where they can be seen by others.

8.2.4 Attempting to access applications without approval. Employees shall not attempt to gain access or hack into an application that they are not authorized to access.

8.2.5 Using unlicensed software. Users may not copy and share software that is installed on their desktops or laptops with other users.

8.2.6 Using programs or Internet web sites that compromise the privacy of customers, or employees.

8.2.7 Unauthorized access to City files, programs, databases, or confidential information.

8.2.8 Sending or posting confidential files to unauthorized persons.

8.2.9 Failing to fully cooperate with IT security investigations.

9. COMPLIANCE

Management in conjunction with the IT Department of the City may deem it necessary to search any computer drive or file system for alleged violation of this policy. Violations will be noted and reported.

The City retains the right to randomly monitor and intercept all Employee communication, regardless of whether they are of a business or personal nature, including but not limited to e-mail and Internet usage. Whenever an IT administrator is on-site at a branch or any satellite location, he or should test at random, compliance levels at the individual desktop level.

The monitoring of communications on the City IT infrastructure is not a "witch-hunting" exercise. It is necessary for the support and maintenance of this valuable infrastructure. Users should report inappropriate e-mails, usage, handling or any policy violations to the IT Department immediately.

Note: Any Employee who abuses the privilege of City facilitated access to IT will be subject to corrective action.

Any action (on IT facilities, computer equipment, business applications, e-mail or the Internet) that may expose the City to risks of unauthorized access to data, disclosure of information, illegal liability, or potential system failure is prohibited and may result in disciplinary action up to and including termination of employment and/or criminal prosecution.

If necessary, the City also reserves the right to advise appropriate legal officials of any illegal violations. Employees that violate this policy will be disciplined and may be dismissed/terminated for serious or multiple violations.

10. COMMUNICATING THE IT POLICY

Copies of the IT policy shall be provided to all Departments Heads who will then review the policy with all employees in their respective departments.

10.1 Each employee of the City shall sign and date the acceptance form, and shall return the form to the Human Resources Department for retention in employee records.

10.2 The final draft of this policy shall be included within the City's "handbook" of company's policies, and shall be presented to all newly hired employees at the start of their employment.

10.3 Acceptance of the IT Policy by a new employee shall be denoted by signing and dating the acceptance form and returning the form to the Human Resources department for retention in employee records.

10.4 The City employee, who contracts for services provided by software contractors, or vendors/suppliers providing services to the City, is responsible for providing the contractor/vendor/supplier with a copy of these policies before any access to Company IT/ facilities/assets is granted.

11. AMENDING THE IT POLICY

11.1 The City reserves the right to amend these policies and practices at any time without prior notice and to take such further actions as may be necessary or appropriate to ensure compliance.

11.2 The City's IT Policy shall be reviewed annually to comply with applicable state, local government laws, regulations and policies that govern the workplace.

11.3 Amendments to the IT Policy shall be reviewed and approved by City Manager and City Council.

11.4 The amended draft of the policy shall be legally reviewed and approved before the amended policy is considered to be a City policy.

11.5 The City shall publish the amended IT Usage Policy in the workplace to ensure that all employees are notified of the amendments to the policy.

11.6 Copies of the newly amended policy shall be given to all Heads of Departments of the City who will then review the policy with all employees from their respective departments.

11.7 Sign-off of the pre-existing IT Policy by a current employee of the City shall constitute acceptance of the newly modified version.

11.8 All personnel employed by the City subsequent to the IT Policy amendment(s), shall be required to sign the acceptance sheet to the terms of this newly amended City policy.

11.9 The City employee who contracts for services provided by software contractors, or vendors/suppliers providing services to the City is responsible for providing the contractor/vendor/supplier with a copy of the amended policies before any further access to IT assets is granted.

Approved by City Council __9/17/2015___:

_____

Jesus Ruiz, Mayor

#21

Request for City Council Agenda Item

Note: Regular Council meetings are held on the 1st and 3rd 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 to 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: September 10, 2015
Submitted by: Sergio Cox
2nd signature: Anthony Gandara
Department: ***Council***

Approved by: _____

Discussion and action: on citizens' request for a one hour to one and a half hour question and answer session during open forum and prior to the start of regular agenda items. This hour would be an open discussion time between constituents, council representatives, legal and administration.

(xx) Regular Agenda () Executive Session

() Presentation Agenda ( ) Consent Agenda

This item is to be placed on the agenda for meeting of September 17, 2015.

Received by City Clerk on time_____

Approved to be placed on agenda _____

_____
City Manager / City Council

ACTION TAKEN:
(_____) Approved
(_____) Not Approved
(_____) Tabled
(_____) Other _____

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1

Gloria M. Rodríguez
District 2– Mayor Pro Tem

Victor Perez
District 3

Anthony Gandara
District 4

Willie Norfleet, Jr.
City Manager

DATE: September 10, 2015

TO: Olivia Navarro, Assistant City Clerk

FROM: Sergio Cox, District 1 Representative

SUBJECT: Open Discussion Session

SUMMARY A number of citizens have requested, through a spokesperson, that prior to the start of any council meeting, an open discussion session be allowed for a question and answer dialogue from the citizens to council representatives, legal and administration.

BACKGROUND Citizens are upset that, during open forum, their questions and concerns cannot be addressed and answered. They are asking for either a suspension of this rule or for an open session. They believe this would allow for more transparency.

STATEMENT OF THE ISSUE Same as background

FINANCIAL IMPACT none

ALTERNATIVE Continue as is and have citizens continue to be upset about the way we conduct business.

COUNCIL MEMBER RECOMMENDATION It is recommended that we approve this request as it would open the doors for better understanding and communication between council and the voting public.