

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor-Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

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

.....
THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915) 858-2915 FOR FURTHER INFORMATION.
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.....
NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON THURSDAY THE 16th DAY OF JANUARY, 2014 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:
.....

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

5. **Discussion and action** on the Spirit of Socorro Award. **Jesus Ruiz**

PRESENTATION

6. **Recognition** of *Saul Uribe* for his service to the community. **Jesus Ruiz**

7. **Recognition** of *Suky Ramos* for her service to the community. **Sergio Cox**

8. **Presentation** by *Suky Ramos* and *Cathe Apodaca* regarding the Chili War Festival. **Rene Rodriguez**

9. **Presentation** by Planning and Zoning Director regarding emergency flood preparedness. **Sam Leony**

NOTICE TO THE PUBLIC

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

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

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

CONSENT AGENDA

10. **Approval** of Regular Council Meeting Minutes January 2, 2014. **Sandra Hernandez**
11. **Approval** of travel for City Manager to attend the Texas City Management Clinic February 27-28, 2014 in Salado, Texas. **Willie Norfleet, Jr.**
12. **Approval** of travel for Mayor Jesus Ruiz, At-Large City Representative, District 3 City Representative, and City Manager to attend the Elected Officials' Conference February 7-9, 2014 in San Antonio, Texas. **Jesus Ruiz**
13. **Approval** of appointment of *Marty Loya* to the *Historical Landmark Commission for Place 1*. **Sergio Cox**
14. **Approval** of appointment of *Ralph Duran* to the *Board of Adjustment for Place 1*. **Sergio Cox**
15. **Approval** of re-appointment of *Joe Deturo* to the *Planning and Zoning Commission for Place 1*. **Sergio Cox**
16. **Approval** of re-appointment of *Joe Deturo* to the *Civil Service Commission for Place 1*. **Sergio Cox**

- 17. Approval** of re-appointment of *Mary Perez* to the *Museum Commission for Place 2*.
Gloria M. Rodriguez
- 18. Approval** of re-appointment of *Mary Perez* to the *Historical Landmark Commission for Place 2*.
Gloria M. Rodriguez
- 19. Excuse** absent Council Members.
Sandra Hernandez

REGULAR AGENDA

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

- 20. Swearing in of commissioners.** ***Jesus Ruiz***

PLANNING AND ZONING

- 21. Introduction, First Reading and Calling for a Public Hearing** of Ordinance 327, An Ordinance changing the zoning of Lot 1, Block 4, San Ysidro Subdivision (11300 De Lucio Road) from R-1 (Single Family Residential) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends approval with contingencies.
Sam Leony
- 22. Introduction, First Reading and Calling for a Public Hearing** of An Ordinance changing the zoning of Tract 4-K-6, Block 3, Socorro Grant (10883 Thunder Road) from R-1 (Single Family Residential) to C-2 (General Commercial) with a conditional use permit for mechanic shop. The Planning and Zoning Department recommends denial.
Sam Leony
- 23. Discussion and action** on certificate of appropriateness to re-paint a commercial building at 10500 Socorro Road. Historical Landmark Commission recommends approval.
Sam Leony
- 24. Discussion and action** on certificate of appropriateness for proposed interior paint project at City Hall Chambers of the City of Socorro. Historical Landmark Commission recommends approval.
Sam Leony

FINANCE

- 25. Discussion and action** on payment approval for various invoices totaling \$29,980.04 to Terra Design, Inc for the completion of Bulldog championship Park.
Karina Hagelsieb

HUMAN RESOURCES

- 26. Discussion and action** on amending job description and salary for Public Works Director. ***Adriana Rodarte***

MAYOR AND COUNCIL

- 27. Discussion and action** to contribute funds to the Lower Valley School Nurses Association to support the 32nd Annual Lower Valley Health Fair for Socorro residents. ***Jesus Ruiz***

- 28. Discussion and action** on recruiting a Police Chief. ***Jesus Ruiz***

- 29. Discussion and action** on approving policy for staff contacting city attorney. ***Jesus Ruiz***

- 30. Discussion and action** on public relations position. ***Gloria M. Rodriguez***

CITY MANAGER

- 31. Discussion and action** to approve Resolution 471 authorizing Publication of Notice of Intention to Issue Certificates of Obligation. ***Willie Norfleet, Jr.***

- 32. Discussion and action** to approve Resolution 472 expressing official intent to reimburse costs of projects. ***Willie Norfleet, Jr.***

- 33. Discussion and action** to approve Inter-local Agreement between the City of Socorro and City of El Paso's Department of Public Health and Department of Environmental Services. ***Willie Norfleet, Jr.***

CITY ATTORNEY

- 34. Discussion and action** regarding method to create record of executive session portions of Socorro City Council meetings. ***James A. Martinez***

EXECUTIVE SESSION

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

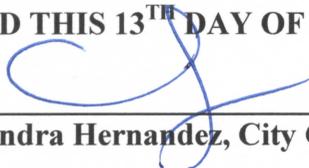
Section 551.071 CONSULTATIONS WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT
Section 551.074 PERSONNEL MATTERS
Section 551.076 DELIBERATION REGARDING SECURITY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

- 35. Discussion and action** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Willie Norfleet, Jr.***
- 36. Discussion and action** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Willie Norfleet, Jr.***
- 37. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. ***Willie Norfleet, Jr.***
- 38. Adjourn**

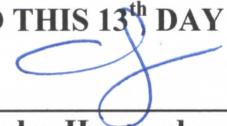
DATED THIS 13TH DAY OF JANUARY 2014.

By: 

Sandra Hernandez, City Clerk

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

DATED THIS 13TH DAY OF JANUARY 2014.

By: 

Sandra Hernandez, City Clerk

Agenda posted: 1-13-14 @ 2:30pm
Removed: _____ Time: _____ By: _____

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Item 5

Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Agenda Item; Spirit of Socorro Award

SUMMARY

This will be an award that will be given to two individuals who have served the community and have donated their time improve the City. This award will be given quarterly and will be chosen by City Council.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

The only financial impact will be for the purchase of the plaque that will be given to them.

ALTERNATIVE

There is no alternative

COUNCIL MEMBER RECOMMENDATION

Approve the award

Jesús Ruiz
Mayor

Rene Rodríguez
Representative At-Large

Sergio Cox
Representative District 1



Gloria M. Rodríguez
Representative District 2

Victor Pérez
Representative District 3
Mayor Pro Tem

Joseph E. Bowling
Representative District 4

Willie Norfleet, Jr.
City Manager

**REGULAR COUNCIL MEETING MINUTES
JANUARY 2, 2014**

MEMBERS PRESENT:

Jesus Ruiz
Victor Perez
Rene Rodriguez
Joseph E. Bowling
Gloria Rodriguez

MEMBERS ABSENT:

Sergio Cox

STAFF PRESENT:

Willie Norfleet, Jr., City Manager
Olivia Navarro, Assistant City Clerk
Sam Leony, Planning and Zoning Director
James Martinez, City Attorney

STAFF ABSENT:

Sandra Hernandez, City Clerk

Mayor Ruiz requested a moment of silence for J. P. Lopez, who ran in the November 5, 2013 election for District 3 and passed away on December 28, 2013.

1. CALL TO ORDER

The meeting was called to order at 6:02 p.m. by Mayor Jesus Ruiz

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was recited by Ralph Duran

3. ESTABLISHMENT OF QUORUM

A roll call was held and a quorum was established with five members present.

4. PUBLIC COMMENT

No speakers

CONSENT AGENDA

- 5. APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF DECEMBER 12, 2013 AND SPECIAL CITY COUNCIL MEETING DECEMBER 17, 2013. SANDRA HERNANDEZ**

- 6. APPROVAL OF TRAVEL FOR HUMAN RESOURCES DEPARTMENT, CITY MANAGER, AND CIVIL SERVICE SECRETARY TO ATTEND THE TEXAS PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION ANNUAL WORKSHOP AND 28 ANNUAL CIVIL SERVICE WORKSHOP IN SAN ANTONIO, TEXAS FROM FEBRUARY 5 THROUGH 7, 2014.**

ADRIANA RODARTE

- 7. EXCUSE ABSENT COUNCIL MEMBERS. SANDRA HERNANDEZ**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve the Consent Agenda with the exception of item number six (6) to be pulled from the Consent Agenda and into the Regular Agenda.*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

- 6. APPROVAL OF TRAVEL FOR HUMAN RESOURCES DEPARTMENT, CITY MANAGER, AND CIVIL SERVICE SECRETARY TO ATTEND THE TEXAS PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION ANNUAL WORKSHOP AND 28 ANNUAL CIVIL SERVICE WORKSHOP IN SAN ANTONIO, TEXAS FROM FEBRUARY 5 THROUGH 7, 2014.**

ADRIANA RODARTE

Motion made by Gloria Rodriguez seconded by Victor Perez to *approve with the exception of the Civil Service Commission secretary and include the Chairman, Vice Chairman and Alex Miranda.*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

REGULAR AGENDA

- 8. PUBLIC HEARING OF ORDINANCE 325 AN ORDINANCE CHANGING THE ZONING OF TRACTS 1A, 1B, 1C, 1C1, 1D, 2A, 2C, AND 2E, BLOCK 10, AND TRACTS 5A, 5B, 6A, AND 7B1, BLOCK 11, SOCORRO GRANT, FROM A-1 (AGRICULTURAL) TO A COMBINATION OF R-2 (MEDIUM DENSITY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL). SAM LEONY**

**Public Hearing opened at 6:13 p.m.
Joe De Turo spoke during Public Hearing
Public Hearing closed at 6:15 p.m.**

**9. SECOND READING AND ADOPTION OF ORDINANCE 325 AN ORDINANCE CHANGING THE ZONING OF TRACTS 1A, 1B, 1C, 1C1, 1D, 2A, 2C, AND 2E, BLOCK 10, AND TRACTS 5A, 5B, 6A, AND 7B1, BLOCK 11, SOCORRO GRANT, FROM A-1 (AGRICULTURAL) TO A COMBINATION OF R-2 (MEDIUM DENSITY RESIDENTIAL) AND C-2 (GENERAL COMMERCIAL).
SAM LEONY**

A motion was made by Gloria M. Rodriguez seconded by Victor Perez to *approve item number nine (9)*.

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

**10. DISCUSSION AND ACTION ON AMENDING POLICE CHIEF JOB DESCRIPTION.
ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Rene Rodriguez to *accept the job description and in the event the candidate does not possess a bachelor's degree that the candidate be in the process of starting a bachelor's degree*.

Ayes: Victor Perez, Rene Rodriguez, and Joseph Bowling,

Nays: Gloria M. Rodriguez

Absent: Sergio Cox

**11. DISCUSSION AND ACTION ON PROPOSED CAPITAL IMPROVEMENT LIST.
WILLIE NORFLEET, JR.**

A motion was made by Gloria M. Rodriguez seconded by Victor Perez to *table for the Special Workshop Council Meeting of January 16, 2014 at 4:p.m.*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

**12. DISCUSSION AND ACTION ON RENEWING CITY MANAGER'S CONTRACT
MAYOR JESUS RUIZ**

A motion was made by Gloria Rodriguez seconded by Joseph Bowling to *renew the City Manager's Contract*.

Gloria M. Rodriguez amends her motion.

A motion was made by Gloria M. Rodriguez to *renew the City Manager's Contract as is.*

Gloria M. Rodriguez amends her motion.

A motion was made by Gloria M. Rodriguez seconded by Joseph E. Bowling to *nominate Mayor Ruiz and Gloria M. Rodriguez to enter into negotiations to renew the City Manager's contract.*

Ralph Duran spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

**13. DISCUSSION AND ACTION ON PROPOSED SCHEDULED FOR CITY
EVENTS FOR 2014. *MAYOR JESUS RUIZ***

A motion was made by Rene Rodriguez seconded by Joseph E. Bowling to *approve item number thirteen (13).*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

**14. DISCUSSION AND ACTION ON IMPLEMENTING MEDIA PROCEDURES.
*MAYOR JESUS RUIZ***

A motion was made by Gloria M. Rodriguez seconded by Joseph E. Bowling to *approve item number fourteen (14).*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

**15. DISCUSSION AND ACTION ON IMPLEMENTING MEETING
PROCEDURES. *MAYOR JESUS RUIZ***

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *extend an invitation to Mayor Ruiz and City Manager to any known meeting between council members.*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

16. DISCUSSION AND ACTION RE-ANNEXATION OF LAND BY THE CITY OF SOCORO AND A RESOLUTON THAT THE CITY WILL PURSUE ANNEXATION ONLY OF AREAS THAT ARE EXEMPTED FROM A MUNICIPAL ANNEXATION PLAN PURSUANT TO CHAAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE. JAMES A. MARTINEZ

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

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

17. CONSIDER, DISCUSS, AND/OR TAKE ACTION UPON ACQUISITION OF CERTAIN PROPERTIES ON AND ALONG FRAY OLGUIN ROAD IN CONNECTION WITH A RIGHT-OFWAY AND ROAD PROJECT, INCLUDING WITHOUT LIMITATION THROUGH CONVEYANCE, DEDICATION, OR EMINENT DOMAIN. JAMES A. MARTINEZ

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez *to approve (a) that the City construct a new public road on what is now described as Fray Olguin Road; (2) the City is authorized to acquire by purchase or through eminent domain proceedings all necessary real property rights within the boundaries of such project, including without limitations the respective rights involving the person and tracts identified on the list included with the materials provided to the City Council; (3) there is a necessity to acquire such rights for public use in connection with the project, being the purpose of securing sites for a road and/or for the other purposes necessary for the City; (d) the location and extent of the project, and the acquisition of such rights, is reasonable and necessary; (e.) the City is authorized to file eminent domain proceedings if necessary, to acquire such rights; (f) the City is authorized to obtain title reports, surveys, and appraisals as may be necessary for the project or such proceedings; and (g) any prior activities to acquire any such rights under the project are hereby ratified.*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

18. DISCUSSION AND ACTION RE RIGHT-OF-WAY ACQUISITION FOR OLD HUECTO TANKS ROAD AND UPDATE RE COMMUNICATIONS WITH LANDOWNERS, TEXAS DEPARTMENT OF TRANSPORATION AND LOWER VALLEY WATER DISTRICT. JAMES A. MARTINEZ

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

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

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

WILLIE NORFLEET, JR.

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

WILLIE NORFLEET, JR.

21. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.

WILLIE NORFLEET, JR.

A motion was made by Victor Perez seconded by Gloria Rodriguez to *delete items eighteen (18), nineteen (19) and twenty (20).*

Ayes: Victor Perez, Rene Rodriguez, Joseph Bowling, and Gloria M. Rodriguez

Nays:

Absent: Sergio Cox

22. ADJOURN

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 7:40 p.m. a.m.* Motion carried unanimously. Motion passed.

Jesus Ruiz, Mayor

Minutes prepared by
Olivia Navarro
Assistant City Clerk

Date minutes approved



TEXAS CITY MANAGEMENT ASSOCIATION

CITY MANAGEMENT CLINIC

Together, Finding Solutions!



February
27-28, 2014

Stagecoach Inn – Salado

PLEASE NOTE: Due to space restrictions, this workshop is limited to the first 90 paid registrants.

Thursday, February 27

8:30 – 9:00 a.m.

Registration and Continental Breakfast

Welcome: TCMA President **Dan Johnson**, City Manager, City of Richardson

9:00 – 10:15 a.m.

Media Spotlight

Speaker: **Tina Jauz**, Community Services Director and **Sara Higgins**, Public Information Officer, City of Midland

10:15 – 10:30 a.m.

Break

10:30 – 11:45 a.m.

Police Department Certification Program

Speaker: **Dale Davis**, Chief of Police, City of Canyon

Noon – 1:15 p.m.

Networking Luncheon at the Stagecoach Inn

1:15 – 2:30 p.m.

Preventing Burn Out

Speaker: **Brenda Eivens**, City Manager, City of Cedar Park

2:30 – 2:45 p.m.

Break

2:45 – 4:00 p.m.

Texas Revenue Recovery Association – Cities Helping Cities

Speaker: **Don Jennings**, Finance Director, City of Perryton

4:30 p.m.

Networking Social at Stagecoach Inn Club

Friday, February 28

7:30 – 8:00 a.m.

Continental Breakfast

Welcome: TCMA President **Dan Johnson**, City Manager, City of Richardson

8:00 – 10:00 a.m.

Ethics

Speaker: To Be Determined

10:00 – 10:15 a.m.

Break

10:15 – 11:15 a.m.

Utilizing Main Street™: Principles to Achieve Economic and Quality-of-Life Goals in a Local Community

Speaker: **Debra Farst**, State Coordinator, Texas Main Street Programs and Texas Historical Commission

11:15 a.m. – 12:15 p.m.

Minimizing Your Liability as a Public Servant

Speaker: **David Reagan**, General Council, TML Intergovernmental Risk Pool, Austin

12:15 p.m.

Adjourn

TEXAS CITY MANAGEMENT ASSOCIATION

CITY MANAGEMENT CLINIC

Together, Finding Solutions! February 27-28, 2014 Stagecoach Inn – Salado

General Information

The Texas City Management Association (TCMA) City Management Clinic is an annual educational opportunity that addresses current issues facing cities across Texas. Attend this educational event and “Together, Find Solutions!”

PLEASE NOTE: Due to space restrictions, this workshop is limited to the first 90 paid registrants.

Hotel Information

The Stagecoach Inn in Salado is located at 401 Stagecoach Road (on IH-35 North)—16 miles south of Temple and 48 miles north of Austin. Please make your hotel arrangements by calling 800-732-8994 and identifying yourself as a TCMA City Management Clinic participant before **January 31**. A limited number of standard rooms are available at a rate of \$75; deluxe Jacuzzi rooms are offered at a rate of \$80; and deluxe poolside rooms are offered at a rate of \$90.

Registration

Register for the clinic online and receive the discounted fee of **\$145** (a savings of \$20 off the mail-in registration fee)! The fee for registration by mail is \$165. The fee includes tuition, course materials, daily refreshments, two continental breakfasts, a networking luncheon on Thursday, and a networking social on Thursday evening.

For your convenience, the registration form and agenda are available on the TCMA website (www.tcma.org), so you can register online.

Cancellation and Substitution Policy

If you are registered and cannot attend, we encourage you to send a substitute. If you cannot send a substitute, a \$45 cancellation fee will be assessed if written cancellation is emailed to acct@tml.org by **January 31**.

Dress Code

The dress code for all workshop functions is business casual. Please remember that meeting room temperatures vary; please plan accordingly.

Special Accommodations

Please let us know on the registration form if you need special accommodations of any kind. **WE WANT TO HELP!** In order to respond to any special requests, we would appreciate as much advance notice as possible. Thank you.

If you have any questions, please contact Kim Pendergraft at 512-231-7400 or tcmainfo@tml.org.

TEXAS CITY MANAGEMENT ASSOCIATION

City Management Clinic

February 27-28, 2014
Stagecoach Inn – Salado

Registration

TWO WAYS TO REGISTER:

(Your registration will not be processed until payment is received.)

- 1 Register online with credit card payment at: www.tml.org (click on "Training") or www.tcma.org
- 2 Mail this form with payment to:
TML Administrative Services
1821 Rutherford Lane, Suite 400
Austin, TX 78754-5128

You may copy this form as needed for additional registrations.

PLEASE NOTE: Due to space restrictions, this workshop is limited to the first 90 paid registrations.

Cancellation and Substitution Policy: If you are registered and cannot attend, we encourage you to send a substitute. If you cannot send a substitute, a \$45 cancellation fee will be assessed if written cancellation is e-mailed to acct@tml.org by **January 31**.

TCMA CITY MANAGEMENT CLINIC REGISTRATION FEES



Register Online \$145 _____ Register by Mail \$165 _____

Please type or print below. Your badge and confirmation will be mailed to you in advance. If an email address is provided, you will also receive confirmation by email.

Full Name _____

Badge Name _____

Title _____

City/Organization _____

Address _____

City _____ State _____

Zip _____ Phone _____

Fax _____ Email _____

I require the following special accommodations _____



Item 12

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Agenda item regarding travel to TML Conference in February

SUMMARY

TML will have a conference for elected officials from February 7-9 in San Antonio, TX. In order to promote the professional development of Council, I would like Mr. Rodriguez, Mr. Perez, Mr. Norfleet and myself to attend the conference.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

Registration fees are \$195 per person, airplane tickets and hotel expenses will also be accounted.

ALTERNATIVE

None

COUNCIL MEMBER RECOMMENDATION

Approve item to allow Mayor, At Large Rep, District 3 Rep and City Manager to attend the conference.

 Navigation

General Information

Hyatt Regency San Antonio Riverwalk Hotel

The conference will be held at the Hyatt Regency San Antonio Riverwalk, located at 123 Losoya Street. The hotel has extended a **rate of \$169 (single or double)**. In order to receive this special rate, your reservation must be made by **January 23**. Call Hyatt reservations at 1-888-421-1442 and refer to the Texas Municipal League room block. Self-parking is \$10 per day with in/out privileges. To reserve your guest room online at the Hyatt Regency San Antonio Riverwalk, visit [Reserve Rooms Now](#).

Delegate Registration Fee

The fee includes educational sessions on Friday, Saturday, and Sunday, handouts, and scheduled refreshment breaks. The Saturday and Sunday breakfasts are separate ticketed events.

Online \$195

By Mail \$225

Optional Tickets

Saturday Roundtable Breakfast \$25 per person

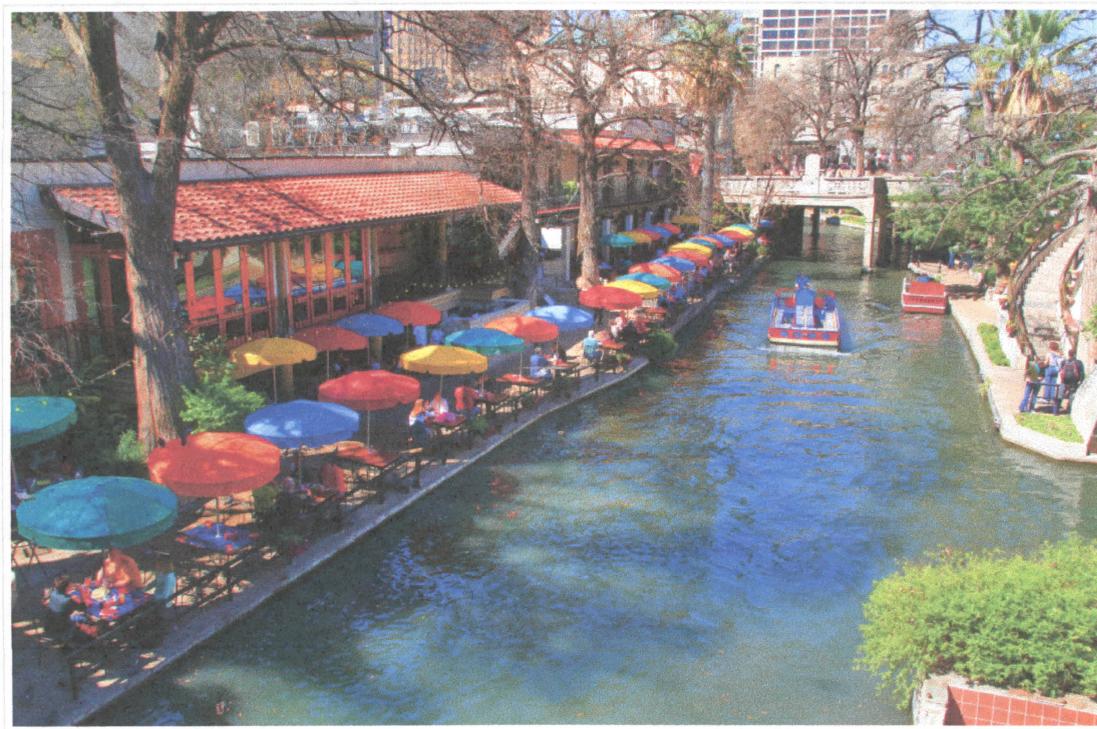
Sunday Networking Breakfast \$25 per person

Spouse/Guest Registration

The spouse/guest registration fee of \$45 includes all educational sessions on Friday, Saturday, and Sunday, scheduled refreshment breaks, and access to the Hospitality Suite on Saturday. Guests who would like to participate in the Saturday or Sunday Breakfast must purchase tickets for those events. Please note that a city official may not register as a guest.

Cancellation and Substitution Policy

If you are registered and cannot attend, we encourage you to send a substitute. If you cannot send a substitute, a \$45 cancellation fee per person will be assessed if written cancellation is emailed to acct@tml.org by January 23. Please note that no refunds will be honored after January 23. No refunds will be given on optional tickets purchased, and no telephone cancellations will be accepted.



Confirmations, Badges, and Tickets

Confirmations will be emailed if you provide an email address. Name badges and optional tickets you ordered will be mailed to all delegates registered up to one week before the conference.

REMEMBER—PLEASE BRING YOUR CONFIRMATIONS, BADGES, AND TICKETS TO THE CONFERENCE.

Check in at the registration desk to receive your final program. Only registered guests will be provided with a name badge.

Continuing Education Credits (CEUs)

Elected officials can earn credit toward a Texas Municipal League Institute certificate for participation in the Elected Officials' Conference. CEU forms will be available on site.

Special Accommodations

If you require special assistance or have dietary restrictions, please let us know by email at eoc@tml.org. In order to respond to any special requests, we would appreciate as much advance notice as possible.

Questions

Please contact the TML Conferences and Training Services Department at 512-231-7400 or eoc@tml.org.

Dress Code

The dress code for all events is business casual. Please remember that room temperatures vary, so plan accordingly.

TML Elected Officials' Conference

All Rights Reserved

Item 21

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: January 16, 2014.

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT:

Introduction, first reading, and calling for a public hearing of Ordinance changing the zoning of Lot 1, Block 4, San Ysidro Subdivision, City of Socorro, Texas, from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

LOCATION:

The property is located at 11300 De Lucio Rd., southerly located at 200 feet from the intersection of De Lucio Rd. and Bauman St., and it has an approximate area of 23,195 sq. ft. (0.5325 ac.)

OWNER:

Guadalupe Eduardo Sandoval
11300 De Lucio Rd., Socorro, TX 79927

HISTORY:

San Ysidro Subdivision was recorded in 1988 with 37 residential lots classified as R-1, Single Family Residential.

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

Adjacent Land Uses:

North: C-1, Light Commercial
South: R-1, Single Family Residential
East: R-1, Single Family Residential
West: C-1, Light Commercial / M-2, Heavy Industrial

REMARKS:

Existing land use: R-1, SFR with one big structure.

Proposed land use: R-2, MDR creating a duplex from the existing structure.

RECOMMENDATION:

The Planning and Zoning Commission recommends APPROVAL, contingent to:

- 1) Separate all utilities for each dwelling,
- 2) Obtain an Official Address Notification Letter to identify the two dwellings,
- 3) Not to build more dwellings inside the property, only the proposed duplex.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

ORDINANCE 327

AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 4, SAN YSIDRO SUBDIVISION (11300 DE LUCIO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

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 of the City of Socorro, as amended, the zoning of Lot 1, Block 4, San Ysidro Subdivision (11300 De Lucio Road) from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

READ, ADOPTED AND APPROVED this _____ day of February 2014.

CITY OF SOCORRO, TEXAS

Jesus Ruiz, Mayor

ATTEST:

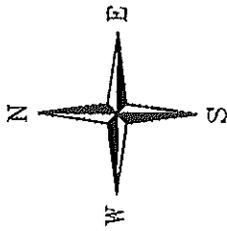
Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

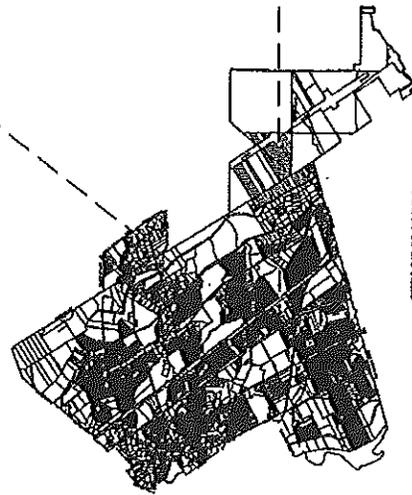
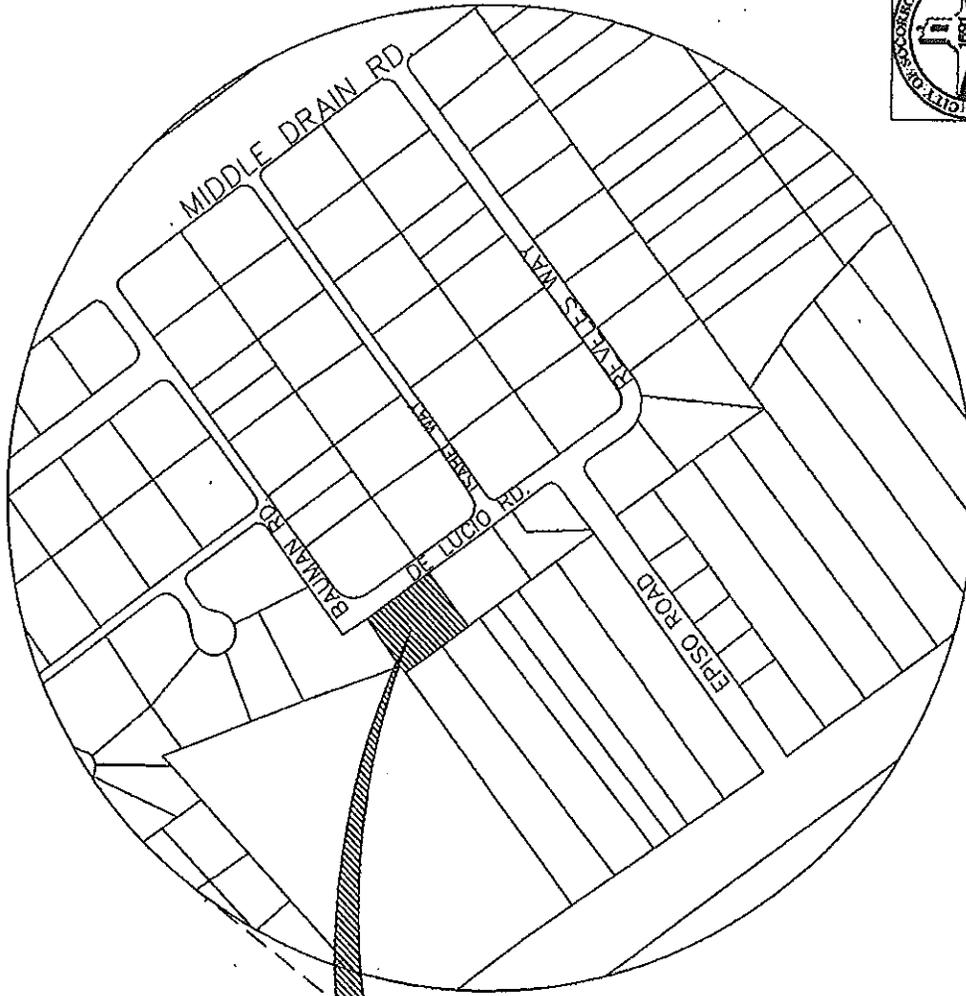
James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Willie Norfleet, Jr., City Manager



PROJECT SITE:
11300 DE LUCIO RD
LOT 1, BLOCK 4
SAN YSIDRO SUB.



CITY OF SOCORRO



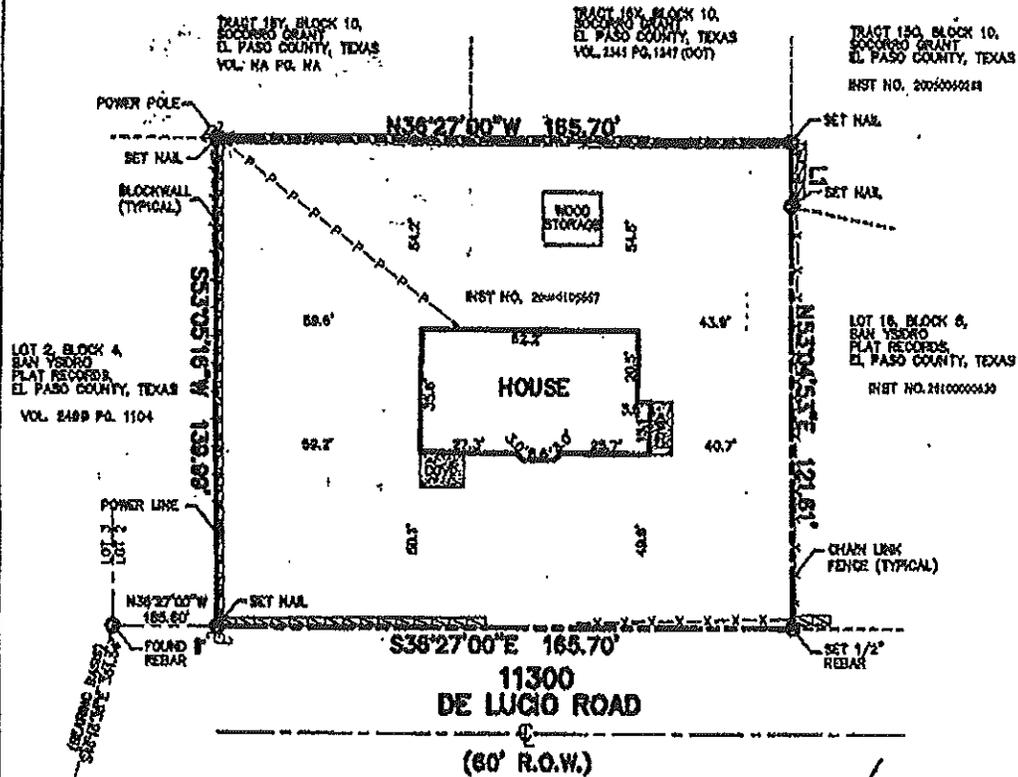
DATE: JANUARY 2014

Planning and Zoning Department
1111 W. Main Street, Socorro, NM 87801

LOCATION MAP

Scale: N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
1	185.60'	N53°27'43"E



Guadalupe Eduardo Sandoval

- N.O.T.E.**
- SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE 1 PER F.A.R.M. PLAN NUMBER 2508, LAST REVISION DATE 05/11/2010. THIS SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION, THE LOCAL P.E.N.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
 - THE PROPERTY IS BASED ON THE FILED PLAT FOR
 - THE PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD
 - THE SURVEYOR IS NOT RESPONSIBLE FOR CONVEYING
 - THE SURVEYOR IS NOT RESPONSIBLE FOR CONVEYING
 - THE SURVEYOR IS NOT RESPONSIBLE FOR CONVEYING
 - THE SURVEYOR IS NOT RESPONSIBLE FOR CONVEYING

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
10680 Falcón Dr. Building-7,
El Paso, TX 79935
Phone (915) 891-8708 Fax (915) 841-8708

Plat of Survey

LOT 1, BLOCK 4,
SAN YSIDRO SUBDIVISION,
EL PASO COUNTY, TEXAS.
AREA 0.53 ACRES ±

Flat reference vol/pt 83 pages 4 AND 4A
Scale 1"=40' Date 7/15/2010 Drawn by A.D.

CERTIFIED THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.

[Signature]

Surveyor Barragan, P.E. No. 5675
Job # 100713-11 Copy Rights ©



PLANNING AND ZONING DEPARTMENT

Request for Rezoning

1. Name: Guadalupe Eduardo Sandoval
 Address: 11300 De Lucio Phone: 915 820 5222
 Representative: _____
 Address: _____ Phone: _____

2. Property Location: 11300 De Lucio
 Legal Description: 4 San Ysidro Lot 1 (23194.64 sq ft)

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

<u>5325</u>	Legal Acres -	<u>R1</u>	<u>Residential</u>
Area (Sq. ft. or Acreage)		Current Zoning	Current Land Use
<u>R2</u>		<u>Medium Residential</u>	
Proposed Zoning		Proposed Land Use	

3. All owners of record must sign document.

[Signature]
Norma Sandoval

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 per parcel/tract: 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

860 N. Rio Vista · Socorro, Texas 79927 · Tel: (915) 872-8531 · Fax: (915) 872-8673 · www.socorrotexas.org

Item 22

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: November 19, 2013.

TO: MAYOR AND COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT: Introduction, First Reading, and Calling for a Public hearing of and Ordinance to change the zoning of Tract 4-K-6, Block 3, Socorro Grant, City of Socorro, Texas, from R-1 (Single Family Residential) to C-2 (General Commercial) plus a Conditional Use Permit for Mechanic Shop.

LOCATION: The property is located at 10883 Thunder Rd., Northerly located at 300 feet from the intersection of Horizon Blvd. and Thunder Rd., and it has an approximate area of 1.683 acres.

OWNER: Carlos S. Cisneros
11346 Montana Ave.
El Paso, Texas 79936

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

Adjacent Land Uses:

North: R-1 (Single Family Residential)
South: C-2 (General Commercial) / R-1 (Single Family Residential)
East: Empty land Unclassified
West: A-1 (Agricultural)

REMARKS: According to the Flood Insurance Rate Maps, the referenced property lies within an area that is a combination of **Zone X** (determined to be outside of the 500-year flood plain), and **AO** (area subject to be flooded by an average of 1 foot depth) (Community Panel # 480212 0237-B / FEMA, September 4, 1991).

RECOMMENDATION:

Due to the fact that this property is clearly subject to be flooded; it is prudent to wait for special considerations for this type of flood zones in the Master Plan to be adopted by the City, and in order to protect adjacent properties from potential contamination, the Planning and Zoning Commission recommends to DENIAL.

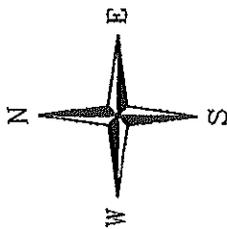
8.7 C-2. General Commercial. The purpose of this zone is to allow those commercial activities that serve the general community on a day-to-day basis.

8.7.2 PERMITTED USES:

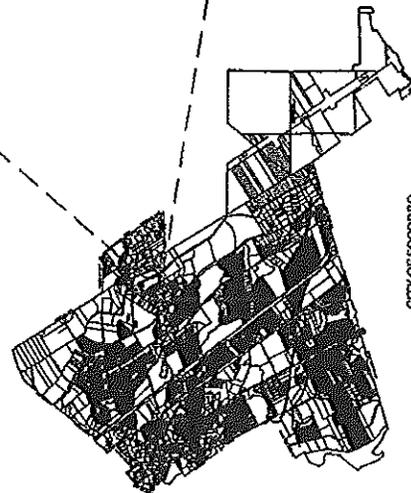
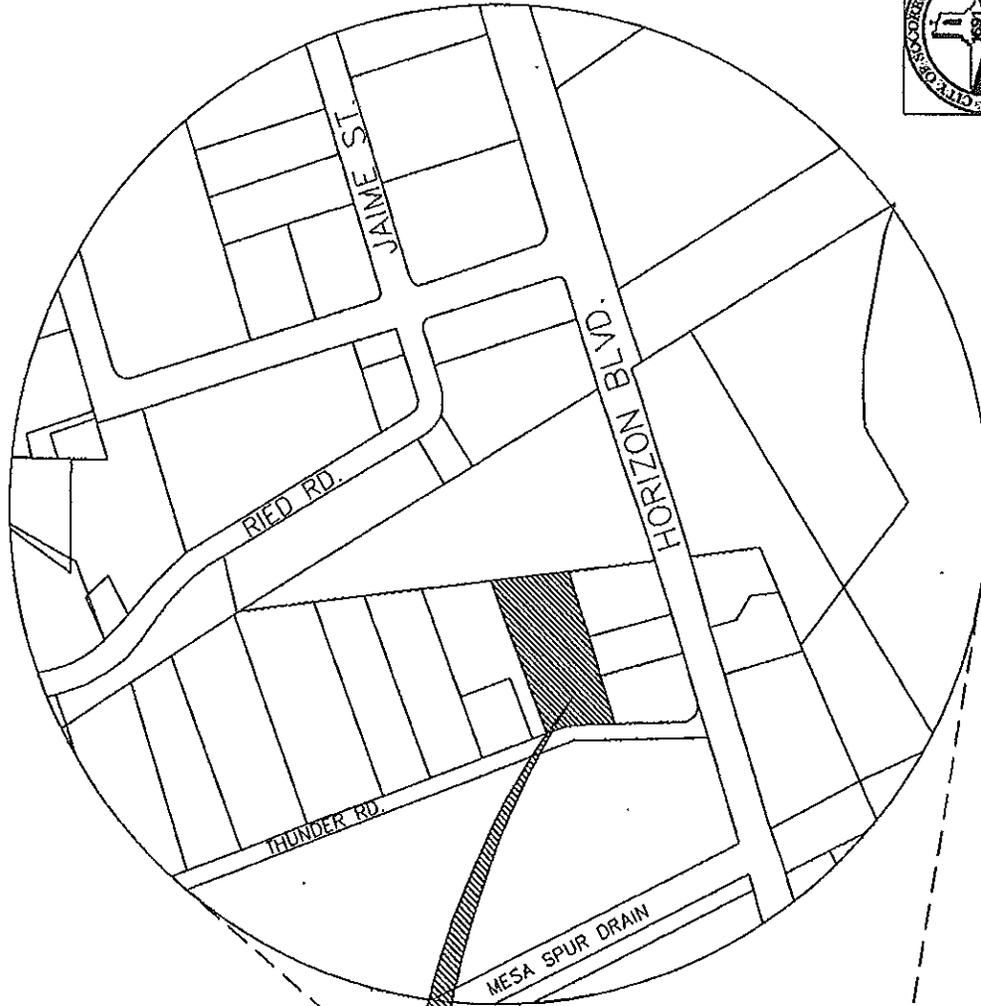
- (a) All retail sales of goods and services conducted entirely within a building as well as the incidental display of merchandise wholly under a permanent part of a main building, such as a marquee.
- (b) Movie theaters, bowling alleys and skating rinks; pool tables allowed as an accessory and secondary use to such permitted uses;
- (c) Churches, post offices, fire stations, libraries and public buildings;
- (d) Offices;
- (e) Commercial kennels and veterinary clinics;
- (f) Cafes, restaurants, cafeterias, and drive through eating establishments;
- (g) Clubs and lodges without alcoholic beverages sale to members or the public;
- (h) Child care institutions, day care centers, nursing homes, and halfway houses;
- (i) Service establishments, including filling or service stations;
- (j) Ambulance service with or without outdoor storage of ambulances;
- (k) Spas, health studios or fitness centers, without outdoor activities.

8.7.3 CONDITIONAL USES (require permits)

- (a) Shopping centers and shopping malls and all other commercial, office, retail and service uses requiring over 50,000 square feet.
- (b) Bars, Liquor stores, and adult businesses, provided that:
 1. No such businesses shall be located within 1,500 feet of the nearest point of a lot on which is located a religious and /or educational institution, a public park or recreation facility.
 2. No such business shall be located within 1,500 feet of any lot within any residential zone.
 3. No such business shall operate between the hours of 2:00 a.m. and 9:00 a.m.
- (c) Amusement parks
- (d) Hospitals
- (e) Colleges and Universities
- (f) Motor vehicle body shops, parts manufacturing, repair and maintenance facilities provided that:
 1. All body and fender repairing must be done within a completely enclosed building or room with stationary windows that may be opened only at intervals necessary for ingress and egress
 2. No spray painting may be done except in a completely enclosed spray booth especially designed for that purpose.
 3. All other auto repairing, etc. must be conducted within a building enclosed on at least three sides.



PROJECT SITE:
10883 THUNDER RD.
TRACT 4K6, BLOCK 3
SOCORRO GRANT



CITY OF SOCORRO



DATE: JANUARY 2014

Planning and Zoning Department
1000 North Main Street, Suite 1000 Socorro, NM 87901
Phone: 505.833.1234 Fax: 505.833.1235

LOCATION MAP

Scale: N.T.S.



PLANNING AND ZONING DEPARTMENT

Request for Rezoning

1. Name: CARLOS S CISNEROS
 Address: 11346 MONTANA Phone: (915) 274-4600
 Representative: _____
 Address: _____ Phone: _____

2. Property Location: 10883 THUNDER ROAD
 Legal Description: SOCORRO GRANT BLK3 TR 4-K-6

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

<u>1.683</u>	<u>RESIDENTIAL</u>	<u>N/A</u>
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
<u>C2-CUP MECH</u>	<u>GEN-COMM</u>	
Proposed Zoning	Proposed Land Use	

3. All owners of record must sign document.

Carlos S Cisneros Oct-22-13
Maria J Cisneros Oct-22-13

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 per parcel/tract: 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 - \$1,400.00

REC'D OCT 29 2013

M.W

ALL FEES ARE NONREFUNDABLE

Jesus A. Rutz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: January 16, 2014

TO: Mayor and Council

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT: Certificate of Appropriateness to re-paint a commercial building on Lot 1, Block 6, El Campestre Subdivision, City of Socorro Texas.

LOCATION: The property is located at 10500 Socorro Rd., at the southwest corner of the intersection of Socorro Rd. and Dindinger Rd., and it has an approximate area of 13,585 sq. ft.

APPLICANT:

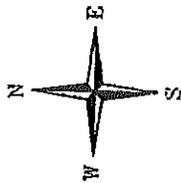
Sergio Ramirez
11500 Socorro Rd.
Socorro, TX 79927

REMARKS: Current zone classification of the property: C-1, Light Commercial.

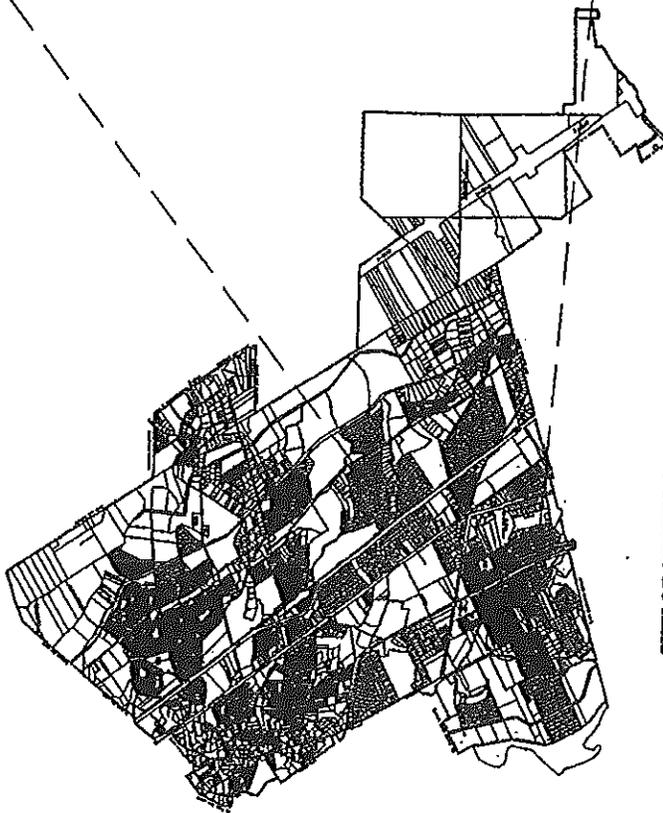
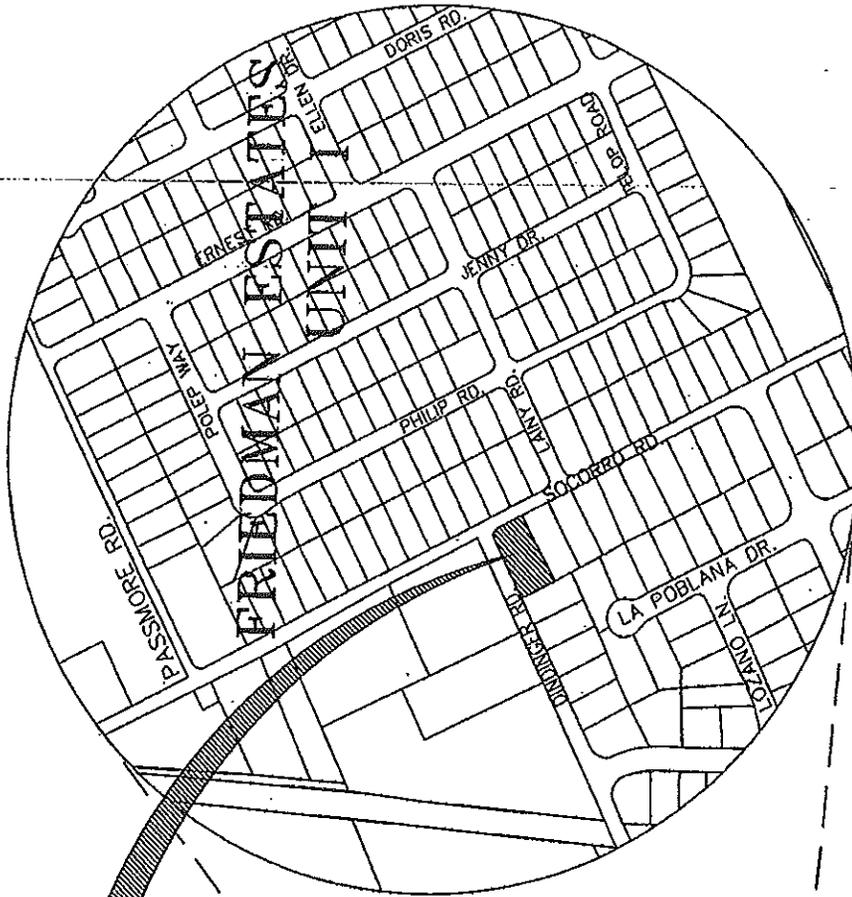
Proposed color to be used = HIGH HIDING WHITE

RECOMMENDATION:

The Historical Landmark Commission recommends APPROVAL.



PROJECT SITE:
10500 SOCORRO RD
LOT 1, BLOCK 6
EL CAMPESTRE SUB.



CITY OF SOCORRO



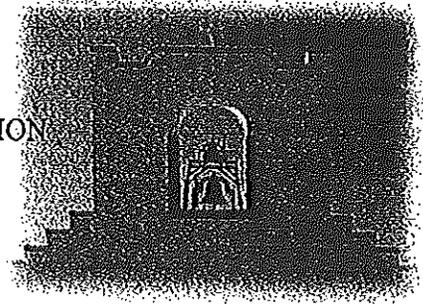
1977 January 4, 1981
Planning and Zoning Department

LOCATION MAP

Scale: N.T.S.



CITY OF SOCORRO
HISTORICAL LANDMARK COMMISSION
860 N. RIO VISTA
SOCORRO, TX. 79927



REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Name: Ramirez, Sergio Email Address: ONZATROY@Hotmail.com
Address: 11500 Socorro Rd Phone: (915) 765-7735
Suite C
Name of Representative: N/A
Address: N/A Phone: N/A

Reason for request: BANNERS and exterior color
Legal Description: Friedman Estates #1 BIK 10 Lot 21 Replat A
Plans included: YES NO Color Selection: White

[Signature] 1/2/14
Applicant's or Representative's Signature Date

Commission Use

Zoning District _____ District No. _____

Field Investigation

Inspector: _____ Date: _____

Comments: _____

Approved: _____ Denied: _____

HLC Signature

HLS Signature

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: January 16, 2014.

TO: MAYOR AND COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT: Certificate of Appropriateness for the proposed paint project for the City Hall Chambers.

LOCATION: The City Hall Chambers is located within the Rio Vista Municipal Complex, located which address is 860 N. Rio Vista Rd.

REMARKS: The proposed project will be to paint only the interior of the hall, and the colors to be used are: 1) Crispy Gingersnap 290D-7, and 2) Apple Sauce 350C-3 (Approved Historical Colors).

RECOMMENDATION:

Having verified historical compliance for the proposed project, the Historical Landmark Commission recommends APPROVAL.

Item 25

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: January 16, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Karina Hagelsieb

SUBJECT: DISCUSSION AND ACTION ON PAYMENT APPROVAL FOR VARIOUS INVOICES TOTALING \$29,980.04 TO TERRA DESIGN, INC FOR THE COMPLETION OF BULLDOG CHAMPIONSHIP PARK.

SUMMARY

This action authorizes payment to Terra Design, Inc for travel (airfare, car rental, gas, and meals), labor hourly charges, park signage, and fees associated with soil testing for the periods 4/3/13 through 11/05/13.

BACKGROUND

These expenses were incurred in order to complete the construction of Bulldog Championship Park according to the specs of the initial contract.

STATEMENT OF THE ISSUE

During a Special Council Meeting, December 2, 2013, City Council authorized the City Manager to resolve claims, outstanding invoices, and process for completion of work at Bulldog Championship Park.

FINANCIAL IMPACT

The invoices total \$29,980.04

ALTERNATIVE

There are no viable alternatives available.

STAFF RECOMMENDATION

The Administration is requesting City Council to consider the invoices for payment.

Item 26

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Maria Reyes
District 1 / Mayor Pro Tem



Gloria M. Rodríguez
District 2

Mary B. García
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: January 13, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON AMENDING JOB DESCRIPTION AND SALARY FOR PUBLIC WORKS DIRECTOR.

SUMMARY

This action approves the amending of City of Socorro job descriptions for Public Works Director.

STATEMENT OF THE ISSUE

Public Works Director Job description minimum qualifications being amended to:

- A candidate must possess a Bachelor's degree in Civil Engineering, five to ten years of experience perform work activities in construction, maintenance, and /or work related to this field. (current description only requires a High School Diploma or GED)
- Remove City Engineer License or Certified / 21 Candidates have applied that do not possess this requirement. Position has been vacant since July 2013. (City of Socorro does not operate any utilities)

City of Socorro wants to find the best candidate and diversify their candidate pool with vastly experienced candidates.

FINANCIAL IMPACT

Current approved base salary of \$80,000.00 annually. Recommending a starting salary ranging from \$65,000.00 to \$75,000.00 based on experience.

ALTERNATIVE

Maintain job descriptions already on file without any revisions

STAFF RECOMMENDATION

Human Resources Department is recommending the Approval to amend job description for Public works Director.

SOCRATES 2020

Occupational Profile

With available Labor Market Information for Texas

SOC 17-2051 Civil Engineers

OCCUPATION DESCRIPTION

General Job Description

Perform engineering duties in planning, designing, and overseeing construction and maintenance of building structures, and facilities, such as roads, railroads, airports, bridges, harbors, channels, dams, irrigation projects, pipelines, power plants, and water and sewage systems. Includes architectural, structural, traffic, ocean, and geo-technical engineers. Excludes Hydrologists (19-2043).

Method of Entry

Bachelor's degree. Typically requires completion of a bachelor's degree, which generally requires at least 4 years, but not more than 5 years, of full-time academic study beyond high school.

Use of Advanced Technology

Every occupation includes some relationship between job duties and the use of advanced technology -- defined as work activities and environments that incorporate complex electronics as found in computers, lasers, robotics, digital devices, satellites, etc. While basic computer skills such as "keyboarding" apply to an increasing number of occupations, each has different levels of technology interface. Civil Engineers is classified as an occupation whose job duties require significant use of technology.

EMPLOYMENT OUTLOOK

Texas Labor Market Information

Texas Employment 2010: 21,410
 Projected Texas Employment 2020: 25,800
 Absolute Change 2010 - 2020: 4,390
 Percent Change 2010 - 2020: 20.50%
 Average Hourly Wage 2012: \$45.57
 Average Openings per year due to Replacement: 435
 Average Openings per year due to Growth: 440

National Labor Market Information

National Employment 2010: 262,800
 Projected National Employment 2020: 313,900
 Absolute Change 2010 - 2020: 51,100
 Percent Change 2010 - 2020: 19.40%
 Average Hourly Wage 2012: \$40.45
 Average Openings per year due to Replacement: Not Available
 Average Openings per year due to Growth: Not Available

Additional Labor Market Information

In general, this occupation has an average turnover rate. Average turnover rates most often indicate jobs which require some occupationally-specific skills, moderate investment in training of the worker by the employer, and have moderate career ladders.

The Bureau of Labor Statistics has calculated the average age and median years of tenure for persons in specific occupations in the United States. These tenure data are useful for career path planning, understanding turnover, job satisfaction, and stability in the labor market for specific occupations. The average age of workers in this occupation was 40.8 years old according to the 2008-2010 3 Year Census PUMS, compared to 41.2 years for all occupations in Texas. Persons employed in this occupation had a median of 9.6 years of continuous employment in the same occupation, compared to 5.4 years nationwide for all occupations.

In general, median tenure is higher for occupations which are slow growing or declining. A major exception tends to be occupations which require significant educational requirements. Newer or faster growing occupations tend to have lower average tenure since they are attracting new workers, constantly lowering the rate. Low occupational tenure may also identify jobs with poor pay or working conditions and lower educational requirements. This occupation also had a median of 6.8 years of continuous employment with the same employer versus 4.7 years for all occupations nationally. Longer employer tenure tends to represent higher levels of worker satisfaction, a stable economy or otherwise stronger relationship between worker and job.

According to the Bureau of Census 3-Year Public Micro Sample 2008-2010 (PUMS) data for Texas, this occupation is typically male-dominated in

the United States with 13.4% being female. *Therefore, this occupation may represent a nontraditional employment opportunity for women.* Also, 24.7% of persons employed in this occupation are non-whites.

JOB SITES - INDUSTRY EMPLOYMENT PATTERNS

Industries Employing Civil Engineers

The North American Industry Classification System (NAICS), developed jointly by the U.S., Canada, and Mexico, replaces the U.S. SIC system. The industries listed are rank ordered by share of employment of all persons employed as Civil Engineers. You can click on the industry code to view regional employer contacts within that industry.

- NAICS 5413 (49.67%) Architectural, Engineering, and Related Services
- NAICS 2362 (7.33%) Nonresidential Building Construction
- NAICS 9399 (7.21%) Local Government, Except Education and Hospitals
- NAICS 2379 (6.97%) Other Heavy and Civil Engineering Construction
- NAICS 6113 (4.71%) Colleges, Universities, and Professional Schools
- NAICS 9299 (4.62%) State Government, Except Education and Hospitals
- NAICS 9199 (2.39%) Federal Government, Except Postal Services

KNOWLEDGE, SKILLS AND ABILITIES

Important Knowledge

ARTS AND HUMANITIES

* English Language -- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

ENGINEERING AND TECHNOLOGY

* Building and Construction -- Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

* Design -- Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

* Engineering and Technology -- Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

MATHEMATICS AND SCIENCE

* Mathematics -- Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

Important Skills

COMPLEX PROBLEM SOLVING SKILLS

* Complex Problem Solving -- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

CONTENT

* Active Listening -- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

* Reading Comprehension -- Understanding written sentences and paragraphs in work related documents.

* Speaking -- Talking to others to convey information effectively.

PROCESS

* Critical Thinking -- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

SOCIAL SKILLS

* Coordination -- Adjusting actions in relation to others' actions.

SYSTEMS SKILLS

* Judgment and Decision Making -- Considering the relative costs and benefits of potential actions to choose the most appropriate one.

Important Abilities

IDEA GENERATION AND REASONING ABILITIES

* Deductive Reasoning -- The ability to apply general rules to specific problems to produce answers that make sense.

* Problem Sensitivity -- The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

VERBAL ABILITIES

* Oral Comprehension -- The ability to listen to and understand information and ideas presented through spoken words and sentences.

* Oral Expression -- The ability to communicate information and ideas in speaking so others will understand.

* Written Comprehension -- The ability to read and understand information and ideas presented in writing.

* Written Expression -- The ability to communicate information and ideas in writing so others will understand.

Important Work Activities

IDEA GENERATION AND REASONING ABILITIES

* Deductive Reasoning -- The ability to apply general rules to specific problems to produce answers that make sense.

* Problem Sensitivity -- The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

VERBAL ABILITIES

- * Oral Comprehension -- The ability to listen to and understand information and ideas presented through spoken words and sentences.
- * Oral Expression -- The ability to communicate information and ideas in speaking so others will understand.
- * Written Comprehension -- The ability to read and understand information and ideas presented in writing.
- * Written Expression -- The ability to communicate information and ideas in writing so others will understand.

TRAINING**Training Programs**

- CIP 140102 Pre-Engineering
- CIP 140401 Architectural Engineering
- CIP 140801 Civil Engineering, General
- CIP 140802 Geotechnical and Geoenvironmental Engineering
- CIP 143301 Construction Engineering
- CIP 520211 Project Management
- CIP 522001 Construction Management

Enrollment and graduation data by program currently are available through another LMCI product called State Training Inventory (STI, formerly DECIDE), which is available on the internet at <http://www.texasindustryprofiles.com/apps/STI/>.

Click on a highlighted CIP code from the list above to connect to STI.

Certification

Many occupations prefer or require one or more certifications for entry or advancement. Identified certifications for Civil Engineers or related occupations include:

Associate Value Specialist (AVS)

[SAVE International](#)

Certified Ground Water Professional (CGWP)

[National Ground Water Association](#)

Certified Value Specialist (CVS)

[SAVE International](#)

Highway Surveys

[National Institute for Certification in Engineering Technologies](#)

Highway System Maintenance and Preservation

[National Institute for Certification in Engineering Technologies](#)

Highway Traffic Operations

[National Institute for Certification in Engineering Technologies](#)

OTHER TITLES**Similar Military Titles**

Civil Engineers

The different branches of the U.S. military have many occupations in which the duties performed are similar to those required by civilian occupations, or which may prepare you for employment in a similar civilian field.

CONTACT INFORMATION**Contact the TWC/LMCI**

Texas Workforce Commission/LMCI
Labor Market and Career Information
Room 0252
101 E. 15th Street
Austin, TX 78778

1-800-822-PLAN

<http://www.lmci.state.tx.us>

*The information in this report is derived from many sources, including O*NET, the Catalog of Instructional Programs (2010), Licensed Occupations and Apprenticeship Program Contacts in Texas (2009), the Occupational Outlook Handbook (2010-2011), and others. To learn more about any data element please contact LMCI.*

SOCRATES 2020

Occupational Profile

With available Labor Market Information for Texas

SOC 17-3022 Civil Engineering Technicians

OCCUPATION DESCRIPTION

General Job Description

Apply theory and principles of civil engineering in planning, designing, and overseeing construction and maintenance of structures and facilities under the direction of engineering staff or physical scientists.

Method of Entry

Associate's degree. Typically requires completion of an associate's degree, which usually requires at least 2 years but not more than 4 years of full-time academic study beyond high school.

Use of Advanced Technology

Every occupation includes some relationship between job duties and the use of advanced technology -- defined as work activities and environments that incorporate complex electronics as found in computers, lasers, robotics, digital devices, satellites, etc. While basic computer skills such as "keyboarding" apply to an increasing number of occupations, each has different levels of technology interface. Civil Engineering Technicians is classified as an occupation whose job duties require significant use of technology.

EMPLOYMENT OUTLOOK

Texas Labor Market Information

Texas Employment 2010: 11,310
 Projected Texas Employment 2020: 12,570
 Absolute Change 2010 - 2020: 1,260
 Percent Change 2010 - 2020: 11.10%
 Average Hourly Wage 2012: \$21.11
 Average Openings per year due to Replacement: 215
 Average Openings per year due to Growth: 125

National Labor Market Information

National Employment 2010: 79,000
 Projected National Employment 2020: 88,500
 Absolute Change 2010 - 2020: 9,500
 Percent Change 2010 - 2020: 12.00%
 Average Hourly Wage 2012: \$23.66
 Average Openings per year due to Replacement: Not Available
 Average Openings per year due to Growth: Not Available

Additional Labor Market Information

In general, this occupation has a high turnover rate. Higher than average turnover rates most often indicate jobs which require fewer occupationally-specific skills, little investment in training of the worker by the employer, and have minimal career ladders.

The Bureau of Labor Statistics has calculated the average age and median years of tenure for persons in specific occupations in the United States. These tenure data are useful for career path planning, understanding turnover, job satisfaction, and stability in the labor market for specific occupations. The average age of workers in this occupation was 39.2 years old according to the 2008-2010 3 Year Census PUMS, compared to 41.2 years for all occupations in Texas. Persons employed in this occupation had a median of 7.1 years of continuous employment in the same occupation, compared to 5.4 years nationwide for all occupations.

In general, median tenure is higher for occupations which are slow growing or declining. A major exception tends to be occupations which require significant educational requirements. Newer or faster growing occupations tend to have lower average tenure since they are attracting new workers, constantly lowering the rate. Low occupational tenure may also identify jobs with poor pay or working conditions and lower educational requirements. This occupation also had a median of 5.3 years of continuous employment with the same employer versus 4.7 years for all occupations nationally. Longer employer tenure tends to represent higher levels of worker satisfaction, a stable economy or otherwise stronger relationship between worker and job.

According to the Bureau of Census 3-Year Public Micro Sample 2008-2010 (PUMS) data for Texas, this occupation is typically male-dominated in the United States with 18.0% being female. *Therefore, this occupation may represent a nontraditional employment opportunity for women.* Also,

25.5% of persons employed in this occupation are non-whites.

JOB SITES - INDUSTRY EMPLOYMENT PATTERNS

Industries Employing Civil Engineering Technicians

The North American Industry Classification System (NAICS), developed jointly by the U.S., Canada, and Mexico, replaces the U.S. SIC system. The industries listed are rank ordered by share of employment of all persons employed as Civil Engineering Technicians. You can click on the industry code to view regional employer contacts within that industry.

NAICS 9299 (59.82%) State Government, Except Education and Hospitals

NAICS 5413 (25.12%) Architectural, Engineering, and Related Services

NAICS 9399 (8.38%) Local Government, Except Education and Hospitals

NAICS 6113 (2.39%) Colleges, Universities, and Professional Schools

KNOWLEDGE, SKILLS AND ABILITIES

Important Knowledge

ARTS AND HUMANITIES

* English Language -- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

ENGINEERING AND TECHNOLOGY

* Computers and Electronics -- Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

* Design -- Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

* Engineering and Technology -- Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

MATHEMATICS AND SCIENCE

* Mathematics -- Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

Important Skills

CONTENT

* Mathematics -- Using mathematics to solve problems.

* Reading Comprehension -- Understanding written sentences and paragraphs in work related documents.

* Speaking -- Talking to others to convey information effectively.

PROCESS

* Active Learning -- Understanding the implications of new information for both current and future problem-solving and decision-making.

* Critical Thinking -- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

RESOURCE MANAGEMENT SKILLS

* Time Management -- Managing one's own time and the time of others.

Important Abilities

IDEA GENERATION AND REASONING ABILITIES

* Deductive Reasoning -- The ability to apply general rules to specific problems to produce answers that make sense.

* Inductive Reasoning -- The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

VERBAL ABILITIES

* Oral Comprehension -- The ability to listen to and understand information and ideas presented through spoken words and sentences.

* Written Comprehension -- The ability to read and understand information and ideas presented in writing.

VISUAL ABILITIES

* Near Vision -- The ability to see details at close range (within a few feet of the observer).

Important Work Activities

IDEA GENERATION AND REASONING ABILITIES

* Deductive Reasoning -- The ability to apply general rules to specific problems to produce answers that make sense.

* Inductive Reasoning -- The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

VERBAL ABILITIES

* Oral Comprehension -- The ability to listen to and understand information and ideas presented through spoken words and sentences.

* Written Comprehension -- The ability to read and understand information and ideas presented in writing.

VISUAL ABILITIES

* Near Vision -- The ability to see details at close range (within a few feet of the observer).

TRAINING

Training Programs

CIP 140102 Pre-Engineering

CIP 150201 Civil Engineering Technology/Technician

CIP 150614 Welding Engineering Technology/Technician
 CIP 151001 Construction Engineering Technology/Technician
 CIP 522001 Construction Management

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Click on a highlighted CIP code from the list above to connect to STI.

Certification

Many occupations prefer or require one or more certifications for entry or advancement. Identified certifications for Civil Engineering Technicians or related occupations include:

ACSM Hydrographer Certification

[American Congress on Surveying & Mapping](#)

Associate Engineering Technologist (AT)

[National Institute for Certification in Engineering Technologies](#)

Certified Engineering Technician - Automatic Sprinkler System Layout (CET)

[National Institute for Certification in Engineering Technologies](#)

Certified Engineering Technician - Fire Alarm Systems (CET)

[National Institute for Certification in Engineering Technologies](#)

Certified Engineering Technician - Inspection and Testing of Water-Based Systems (CET)

[National Institute for Certification in Engineering Technologies](#)

Certified Engineering Technician - Special Hazards Suppression Systems (CET)

[National Institute for Certification in Engineering Technologies](#)

Certified Transfer Station Technical Associate

[Solid Waste Association of North America \(SWANA\)](#)

Geotechnical Engineering Technology - Construction

[National Institute for Certification in Engineering Technologies](#)

Geotechnical Engineering Technology - Exploration

[National Institute for Certification in Engineering Technologies](#)

Geotechnical Engineering Technology - Laboratory

[National Institute for Certification in Engineering Technologies](#)

Geotechnical Engineering Technology Certification

[National Institute for Certification in Engineering Technologies](#)

Highway Construction

[National Institute for Certification in Engineering Technologies](#)

Highway Design

[National Institute for Certification in Engineering Technologies](#)

Highway Materials

[National Institute for Certification in Engineering Technologies](#)

Underground Storage Tank Installation and Retrofitting

[International Code Council](#)

OTHER TITLES

Similar Military Titles

[Civil Engineers](#)

The different branches of the U.S. military have many occupations in which the duties performed are similar to those required by civilian occupations, or which may prepare you for employment in a similar civilian field.

CONTACT INFORMATION

Contact the TWCLMCI

Texas Workforce Commission/LMCI
 Labor Market and Career Information
 Room 0252
 101 E. 15th Street

Austin, TX 78778

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Item 27

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Agenda Item; Nurses Association

SUMMARY

In the past, the City of Socorro has donated to the Lower Valley Nurses Association and they would like for us to donate again this year.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

They are requesting that we donate \$1500

ALTERNATIVE

Not donate the money

COUNCIL MEMBER RECOMMENDATION

Approve the donation

Item 28

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Discussion and action on recruiting a Police Chief

SUMMARY

Council approved the job description for the Police Chief at the January 2, 2014 meeting. The next step is to decide on the recruiting process for the position. Council can either direct staff to hire a staffing agency to recruit for the position or have the Human Resources Department recruit for the position.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

If Council chooses to have an agency recruit for the position there will be a cost to the agency, which is undetermined at this time.

ALTERNATIVE

None

COUNCIL MEMBER RECOMMENDATION

Approve the recruiting process for the Police Chief.

Item 29

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Agenda Item; City Attorney Contact Procedures

SUMMARY

We do not have a procedure in place for contacting our City Attorney or any of his associates. This causes an excess amount of work for them as well as a high amount of money to paid for by the city. Putting a policy in place will ensure that we have oversight over who is asking for help and for what.

BACKGROUND

See above

STATEMENT OF THE ISSUE

We do not have a procedure in place for contacting our City Attorney or any of his associates. This causes an excess amount of work for them as well as a high amount of money to paid for by the city. Putting a policy in place will ensure that we have oversight over who is asking for help and for what.

FINANCIAL IMPACT

We pay our attorney \$250 per hour

ALTERNATIVE

There are no alternatives

COUNCIL MEMBER RECOMMENDATION

I recommend that we put the following system in place;

Any requests made by City Council need to be approved by the Mayor

Any requests made by City staff need to be approved by Mr. Norfleet

Any requests made by the Planning and Zoning Commission, Board Of Adjustments, and Museum Commission need to be approved by Mayor Pro Tem

Any requests made by the Civil Service Commission, Parks Commission, and Historical Landmark Commission need to be approved At Large Rep.

Requests can be made via email and requestor needs to CC the respective person who will approve the request

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Item 30

Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: 01/10/2014

TO: Sandra Hernandez

FROM: Jesus Ruiz

SUBJECT: Agenda Item; Public Relations Position

SUMMARY

The City of Socorro requires a person who can handle media requests, send press releases, and effectively distribute information regarding our city to media outlets. We currently do not have that position available and we need an effective way of giving out information. This position would meet that need. The media relations position will be strictly for outreach and for effectively delivering information regarding our City. The individual that is hired will not be required to give interviews.

BACKGROUND

See above

STATEMENT OF THE ISSUE

None

FINANCIAL IMPACT

The position will make between \$20,000-\$30,000

ALTERNATIVE

There are no alternatives

COUNCIL MEMBER RECOMMENDATION

Approve the recommendation.

RESOLUTION NO. ____

RESOLUTION DIRECTING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTY OF EL PASO §
CITY OF SOCORRO §

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Socorro, Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. That attached hereto is a form of the Notice of Intention to Issue Certificates of Obligation of the City of Socorro, Texas, the form and substance of which is hereby adopted and approved.
2. That the City Clerk shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be at least 30 days prior to the time set for the adoption of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice.
3. That this Resolution shall become effective immediately upon adoption.

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION OF THE CITY OF SOCORRO, TEXAS

NOTICE IS HEREBY GIVEN that the City Council of the City of Socorro, Texas, at its meeting to commence at 6:00 P.M. on March 6, 2014, at its regular meeting place in the City Hall, 860 Rio Vista, Socorro, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$10,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with:

- (i) constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor;
- (ii) construction and installation of municipal drainage improvements;
- (iii) acquisition of vehicles and equipment for the public works department and police department;
- (iv) construction and equipment of park and recreational facilities and improvements; and
- (v) legal, fiscal and engineering fees in connection with such projects

The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's parks, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's parks. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

CITY OF SOCORRO, TEXAS

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
COSTS OF PROJECTS

WHEREAS, the City of Socorro, Texas (the “Issuer”) is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit “A” hereto (the “Projects”) prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the “Obligations”) to finance the Projects;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS THAT:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$10,000,000 for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property with respect to which such expenditures were made is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

Date: January 16, 2014

City Clerk, City of Socorro

Mayor, City of Socorro

Exhibit "A"

Description of Projects

- (i) constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor;
- (ii) construction and installation of municipal drainage improvements;
- (iii) acquisition of vehicles and equipment for the public works department and police department;
- (iv) construction and equipment of park and recreational facilities and improvements; and
- (v) legal, fiscal and engineering fees in connection with such projects.

Item 33

STATE OF TEXAS)
)
 COUNTY OF EL PASO) INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the CITY OF SOCORRO, TEXAS ("City of Socorro") by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the City of El Paso’s appointed health authority serve as the City of Socorro’s health authority.

WHEREAS, the City of Socorro desires to have the City of El Paso’s designated Local Rabies Control Authority serve as the City of Socorro’s designated authority, as necessary pursuant to state law.

WHEREAS, the City of Socorro requests assistance from the City’s Animal Services Division as the City of Socorro has no location to house animals that it retrieves or other individuals or entities retrieve at the request of the City of Socorro; and

WHEREAS, the City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Socorro, which is confidential and must be afforded special treatment and protection.

WHEREAS, the City of El Paso will also have access to and/or receive from the City of Socorro certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations;

WHEREAS, the City of El Paso will include the City of Socorro in public health research projects, to examine health conditions in the City of Socorro, when funded by the State

of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 229.161 et seq.

1.1.2 The City of El Paso will provide complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Socorro ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the City of Socorro to include but not be limited to adult, adolescent and

childhood immunizations as recommended by the Texas. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the City of Socorro. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the City of Socorro in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in the City of Socorro in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the City of Socorro's residents at local school facilities through the City of El Paso's Health Education Program.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

- 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a

manner and at a frequency that is consistent with standard public health practices.

1.2.2 The City of El Paso agrees to provide the following animal control services:

1.2.2.1 The City of El Paso will receive at the City’s Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the “Shelter”) each animal that the City of Socorro either delivers or requests to be delivered to said Shelter. The City of El Paso will board each animal that the City of Socorro delivers or requests to be delivered to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, provide basic medical care, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.2.2.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter all applicable fees in order to mitigate charges to the City of Socorro to include the one time impound fee of \$55.00/animal; kenneling fee of \$10.00/day for a dog or cat, and \$15.00/day for an animal other than a dog or cat; and the quarantine fee of \$10.00/day, prior to releasing an animal to the owner.

1.2.2.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and City of Socorro ordinances, impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

1.2.3 The City of El Paso will include the jurisdictional areas of the City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related

nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such instances, the Director of the City of El Paso’s Department of Public Health or the Director of the City of El Paso’s Department of Environmental Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

1.4 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and other service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court’s docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate

by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested.

1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and other services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Socorro). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso. The place where the specific services described in Subsections 1.2.2.1 are to be performed is at the Shelter.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the City of Socorro, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY.** The Parties agree that the individual designated by the City to serve as the Local Rabies Control Authority will serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

5. **RABIES ORDER.** The Parties expressly agree that the February 15, 1974 Rabies Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Socorro.

6. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2013, and shall terminate on the 31st day of August 2014, regardless of the date of execution of this Agreement.

7. **COMPENSATION.**

7.1 The City of Socorro agrees to pay the amount not to exceed FOUR HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS AND NO/100 (\$454,994.00) for services rendered in accordance with this Agreement. Payments shall be made in equal monthly installments, each in the amount of THIRTY SEVEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND 17/100 (\$37,916.17), with the first payment becoming due and payable on the 1st day of September 2013 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later.

7.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 7.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Public Health as of the signing of this Agreement.

7.3 The City of Socorro agrees to pay a one-time fee in the amount of FIFTY FIVE AND NO/100 DOLLARS (\$55.00) for each animal delivered to the Shelter, by or at the request of the City of Socorro, pursuant to Subsection 1.2.2.1 to this Agreement. The City of Socorro agrees to pay a daily kenneling fee of TEN AND NO/100 DOLLARS (\$10.00) for a dog or cat delivered to the Shelter, by or at the request of the City of Socorro, pursuant to Subsection 1.2.2.1 to this Agreement. The City of Socorro agrees to pay a daily kenneling fee of FIFTEEN AND NO/100 DOLLARS (\$15.00) for any animal other than a dog or cat, such as but not limited to livestock, horse, pig, or chicken delivered to the Shelter, by or at the request of the City of Socorro, pursuant to Subsection 1.2.2.1 to this Agreement. If any animal's owner reclaims the animal at the Shelter and pays any kenneling fees to the City of El Paso, then the City of El Paso shall credit the City of Socorro for those kenneling fees paid by the owner on the subsequent monthly invoice to the City of

Socorro. This fee will be billed separately from the monthly allocated amount addressed in Section 9.1 and will be based on actual animals delivered to the Shelter.

7.4 In addition to the applicable kenneling fees listed above in Section 7.3 for those services rendered pursuant to Subsection 1.2.2.1 to this Agreement, the City of Socorro also agrees to pay a daily quarantine fee of TEN AND NO/100 DOLLARS (\$10.00) for any animal that the City of Socorro delivers or requests to be delivered to the Shelter and that animal is injured, has or is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. If a quarantined animal's owner reclaims the animal at the Shelter and pays any quarantine fee to the City of El Paso, then the City of El Paso shall credit the City of Socorro for those quarantine fees paid by the owner on the subsequent monthly invoice to the City of Socorro. The City of El Paso shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the City of Socorro. This fee will be billed separately from the monthly allocated amount addressed in Section 7.1 and will be based on actual animals that the City of Socorro delivers or requests to be delivered and are quarantined at the Shelter.

8. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection, permit, and animal registration fees collected in the City of Socorro. Such fees, when set or revised by the City of Socorro and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the City of Socorro collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The City of Socorro shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

9. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

A. *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to public health to include animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to public health to include animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting public health and animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the director of the City Department of Public Health and to the director of the City of El Paso Department of Environmental Services.

B. *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

C. *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

D. *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY OF EL PASO WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS

ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

E. *Maximum Aggregate Liability.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO ANY OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID TO THE CITY OF EL PASO UNDER THE TERMS OF THIS AGREEMENT.

F. *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

10. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to the City of Socorro that the City of El Paso will safeguard any protected health information received or created on behalf of the City of Socorro. Pursuant to this requirement, the parties further agree to the terms and conditions of the Standard Business Associate Contract set forth in Appendix C and incorporated herein as if fully set forth.

The City of Socorro continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of the City of Socorro and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the Standard Business Associate Contract set forth in Appendix C.

11. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

CITY OF SOCORRO: City of Socorro
 Attn: Mayor
 124 South Horizon Blvd.
 Socorro, Texas 79927

12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

14. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 2013.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney

Robert Resendes, MBA, MT(ASCP), CLS(RI)
Department of Public Health

Ellen Smyth, P.E., Director
Environmental Services Department

(signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of Socorro, Interlocal Agreement between the City of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 2013.

CITY OF SOCORRO

The Hon. Jesse Ruiz, Mayor

ATTEST:

APPROVED AS TO FORM:

City of Socorro Clerk

City of Socorro Attorney

**APPENDIX A
DEPARTMENT OF PUBLIC HEALTH
COST MODEL – PER CAPITA**

City of El Paso, Texas
Summary Results:
Health Department
FY14 Budget
Allocation by Population

	El Paso	Anthony	Clint	Horizon	Socorro	Wilton	County	Grand Total
Total Operational Cost	4,375	34	6	113	216	13	639	\$5,396
Environment - Food								
Animal Svc - Deleted	125,208	967	179	3,228	6,175	380	18,289	\$154,436
STD/HIV/AIDS Clinics	808,431	4,697	868	15,686	30,006	1,847	88,923	\$750,439
Dental Clinic	109,279	844	156	2,817	5,389	332	15,971	\$134,789
Neighborhood Health Centers	758,737	5,857	1,082	19,561	37,419	2,304	110,891	\$935,851
Laboratory	230,260	1,778	328	5,936	11,356	699	33,653	\$284,011
Epidemiology	279,398	2,157	399	7,203	13,779	848	40,834	\$344,618
Health Education Programs	485,005	3,744	692	12,504	23,919	1,473	70,884	\$598,221
TDH Immunization	142,968	1,104	204	3,686	7,051	434	20,895	\$176,341
TB Outreach (less 5%)	142,921	1,089	203	3,669	7,019	432	20,800	\$175,544
HIV Prevention	49,282	380	70	1,271	2,430	150	7,203	\$60,787
PDNHF Two Should Know	273,757	2,113	391	7,058	13,501	831	40,010	\$337,661
DSHS TB Prevention/Control								
Child Injury Prevention								
DSHS Regional Planning (ORAS)	53,954	417	77	1,391	2,681	164	7,885	\$66,549
TDH Bur of Women & Children	87,230	673	124	2,249	4,302	265	12,749	\$107,593
Fees (Title V -Dental)	176,096	1,359	251	4,540	8,685	535	25,737	\$217,202
STD/HIV Federal								
Bio Terrorism-Lab	83,323	643	119	2,148	4,109	253	12,178	\$102,773
HIV/Suny Federal DSHS	22,336	172	32	576	1,102	66	3,264	\$27,550
OPHP/Bio Terrorism	119,708	924	171	3,086	5,904	363	17,496	\$147,652
211 Area Information Center	81,547	630	116	2,102	4,022	248	11,918	\$100,583
HEAL	58,656	453	84	1,512	2,893	178	8,573	\$72,348
Abstinence	51,788	400	74	1,335	2,554	157	7,569	\$63,877
WIC Administration	992,799	7,664	1,416	25,695	48,962	3,015	145,099	\$1,224,550
WIC Breastfeeding	125,890	972	180	3,246	6,209	382	18,399	\$155,277
WIC Nutrition Education	261,561	2,019	373	6,743	12,900	794	38,227	\$322,618
NEW PROGRAMS								
Laboratory Response Network	39,357	304	56	1,015	1,941	120	5,752	\$48,545
PDN Tobacco	44,453	343	63	1,146	2,192	135	6,497	\$54,830
Infectious Disease Control	1,684	13	2	43	83	5	246	\$2,077
Total Department of Public Health	\$5,409,405	\$41,759	\$7,717	\$139,450	\$266,778	\$16,425	\$790,593	\$6,672,136
Allocation by Percent of Population	81.07%	0.63%	0.12%	2.09%	4.00%	0.25%	11.85%	100.00%
Percent of Total Population	649,121	5,011	926	16,735	32,013	1,971	94,870	800,647
FY13 Activity Allocation	5,095,661	26,329	11,516	100,777	249,550	24,952	448,498	\$5,957,273
Difference + or (-)	\$313,754	\$15,430	(\$3,799)	\$38,683	\$17,228	(\$8,527)	\$342,095	\$714,863

APPENDIX B
DEPARTMENT OF ENVIRONMENTAL SERVICES
COST MODEL – PER ACTIVITY (ANIMAL SERVICES & VECTOR CONTROL)
/PER CAPITA AIR QUALITY)

City of El Paso, Texas
 Summary Results- For Direct Departments
 Based on 2014 Budgeted Expenditures

FY14	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	Total Operational Cost
Animal Services	4,723,453	21,620	11,128	12,727	133,262	245,747	5,147,937
Vector Control	487,747	16,839	15,524	5,328	38,612	93,734	657,784
Air Quality (per capita)	331,358	2,558	473	8,543	16,342	48,429	407,703
Grand Total	5,542,558	41,017	27,125	26,598	188,216	387,910	6,213,424
Percent of Total Cost	89.20%	0.66%	0.44%	0.43%	3.03%	6.24%	100.00%

FY13	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	Total Operational Cost
Animal Services	3,296,926	7,562	11,343	41,590	128,550	245,757	3,731,727
Vector Control	543,479	16,825	25,798	823	45,539	92,873	725,336
Air Quality	362,230	5,191	3,354	5,191	12,978	9,264	398,210
Grand Total	4,202,635	29,578	40,495	47,603	187,067	347,894	4,855,273
Percent of Total Cost	86.56%	0.61%	0.83%	0.98%	3.85%	7.17%	100.00%

Change by Government	1,339,923	11,439	(13,370)	(21,005)	1,149	40,016	1,358,152
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APPENDIX C
HIPAA BUSINESS ASSOCIATE CONTRACT

(a) **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Contract** shall refer to this document.
2. **Business Associate** means the City of Socorro.
3. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164.
4. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.
5. **Information** shall mean any “health information” provided and/or made available by the CITY OF EL PASO to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
6. **Parties** shall mean BUSINESS ASSOCIATE and the CITY OF EL PASO.
7. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

(b) **Limits on Use and Disclosure Established by Terms of Contract.** BUSINESS ASSOCIATE hereby agrees that its shall be prohibited from using or disclosing the Information provided or made available by the CITY OF EL PASO for any other purpose other than as expressly permitted or required by this Contract (ref. 45 C.F.R. 164.504(e)(2)(i).)

(c) **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY OF EL PASO for the following stated purposes:

To provide public health services to the community of the CITY OF EL PASO for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY OF EL PASO (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

(d) **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

(e) **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY OF EL PASO for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

1. The disclosure is required by law; or
2. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

(f) **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY OF EL PASO. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

(g) **BUSINESS ASSOCIATE OBLIGATIONS:**

1. **Limits on Use and Further Disclosure Established by Contract and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY OF EL PASO shall not be further used or disclosed other than as permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
2. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

3. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that is shall report to CITY OF EL PASO **within two (2) days of discovery** any use or disclosure if Information not provided for or allowed by this Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
4. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that anytime Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).
5. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words “COVERED ENTITY” with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
6. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY OF EL PASO, amend or correct protected health information (PHI) in its possession or under its control.
7. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
8. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words “COVERED ENTITY” with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
9. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS

ASSOCIATE on behalf of the CITY OF EL PASO, available to the Secretary or the Secretary’s designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

10. **Return or Destruction of Information.** At the termination of this Contract, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY OF EL PASO. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of the Contract. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of this Contract for as long as necessary to protect the Information and to limit any further use or disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to the CITY OF EL PASO that the Information has been destroyed. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
11. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Contract or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
12. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).

(h) **Property Rights.** The Information shall be and remain the property of the CITY OF EL PASO. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified information, as a result of this Contract.

(i) **Modifications.** The CITY OF EL PASO and BUSINESS ASSOCIATE agree to modify this Business Associate Contract, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.

(j) **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Contract shall

automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

(k) **Termination for Cause.** Upon the CITY OF EL PASO's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY OF EL PASO shall:

- (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY OF EL PASO.
- (2) Immediately terminate the Business Associate Contract if BUSINESS ASSOCIATE has breached a material term of this Business Associate Contract and cure is not possible.
- (3) Notify the Secretary of HHS if termination is not possible.