

**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.

.....  
NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON  
THURSDAY THE 3<sup>rd</sup> DAY OF APRIL, 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.)

**PROCLAMATION**

5. **Proclamation** declaring April as Fair Housing Month in the City of Socorro, Texas.  
**Mayor Jesus Ruiz**

**NOTICE TO THE PUBLIC**

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

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

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

**CONSENT AGENDA**

6. *Excuse* absent Council Members. *Sandra Hernandez*
7. *Approval* of Regular Council Meeting Minutes of March 20, 2014 and Special Council Meeting of March 17, 2014. *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.**

**ORDINANCES**

8. *Public Hearing* of Ordinance 330, An Ordinance of the City Council of the City of Socorro, Texas, providing for the Issuance of City of Socorro, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014; levying ad valorem taxes and providing for the payment and security of the certificates of obligation; approving an official statement and awarding sale of said certificates of obligation; providing an effective date; and enacting other provisions relating thereto. *Willie Norfleet, Jr.*
9. *Second Reading and Adoption* of Ordinance 330, An Ordinance of the City Council of the City of Socorro, Texas, providing for the Issuance of City of Socorro, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014; levying ad valorem taxes and providing for the payment and security of the certificates of obligation; approving an official statement and awarding sale of said certificates of obligation; providing an effective date; and enacting other provisions relating thereto. *Willie Norfleet, Jr.*

- 10. *Public Hearing*** of Ordinance 331, An Ordinance changing the zoning of Lot 11, Block 2, Santa Martina Subdivision (11806 North Loop Drive) from R-1 (Single Family Residential) to R-2 (Medium Density Residential). *Sam Leony*
- 11. *Second Reading and Adoption*** of Ordinance 331, An Ordinance changing the zoning of Lot 11, Block 2, Santa Martina Subdivision (11806 North Loop Drive) from R-1 (Single Family Residential) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends the denial of the R-3 Zoning and recommends the approval of R-2 Zoning. *Sam Leony*
- 12. *Public Hearing*** of Ordinance 332, An Ordinance changing the zoning of Tract 8, Block 7, Socorro Grant (9901 Alameda Avenue) from R-1 (Single Family Residential) to C-1 (Light Commercial). *Sam Leony*
- 13. *Second Reading and Adoption*** of Ordinance 332, An Ordinance changing the zoning of Tract 8, Block 7, Socorro Grant (9901 Alameda Avenue) from R-1 (Single Family Residential) to C-1 (Light Commercial). The Planning and Zoning Commission recommends approval. *Sam Leony*
- 14. *Introduction, First Reading and Calling for a Public Hearing*** of Ordinance 333, an Ordinance changing the zoning of Tract 19-E, Block 27, Socorro Grant (11400 Socorro Road) from C-2 (General Commercial) to SU-1 (Special Use Zone). The Planning and Zoning Commission recommends approval. *Sam Leony*

#### **CITY CLERK**

- 15. *Discussion and action*** approving City of Socorro's Code of Ordinances final proof as recommended by Municipal Code Corporation. *Sandra Hernandez*

#### **FINANCE DEPARTMENT**

- 16. *Discussion and action*** on approving the Agreement with Local Government Services, LLC. *Karina Hagelsieb*
- 17. *Discussion and action*** on approving the report compiled by Weaver and Tidwell, LLP. *Karina Hagelsieb*
- 18. *Discussion and action*** on approving amnesty week from May 5 through May 9, 2014 and waiving half of the Failure to Appear Fee (FTA). *Karina Hagelsieb*

#### **POLICE DEPARTMENT**

- 19. *Discussion and action*** authorizing the Mayor to sign an Interlocal Agreement with the County of El Paso to implement the 2013 Operation Stonegarden Program. *Lt. Montoya*

**PLANNING AND ZONING DEPARTMENT**

20. ***Discussion and action*** approving a cell tower at 241 Old Hueco Tanks Road (City of Socorro's Public Works' yard). ***Sam Leony***
21. ***Discussion and action*** on the preliminary plan approval for Cielo Del Rio Subdivision Unit 2, Being All of Tract 1-X, Leigh Clark Survey 293. The Planning and Zoning Commission recommends approval with conditions. ***Sam Leony***

**CITY MANAGER**

22. ***Discussion and action*** approving Resolution 474, A Resolution authorizing Paisano Housing Redevelopment Corporation's and Affordable Housing Ventures, Inc.'s acquisition of an interest in affordable housing apartments in the City of Socorro, Texas. (Presentation by Gordon Davis Johnson and Shane P.C.) ***Willie Norfleet, Jr.***
23. ***Discussion and action*** approving an Interlocal Cooperation Agreement for an Investment, Improvement, Management, and Maintenance of existing residential apartments in the City of Socorro, Texas. (Presentation by Gordon Davis Johnson and Shane P.C.) ***Willie Norfleet, Jr.***
24. ***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.***

**MAYOR AND COUNCIL**

25. ***Discussion and action*** approving evaluation procedures for City Manager, Willie Norfleet. ***Mayor Jesus Ruiz***
26. ***Discussion and action*** regarding street overlay project. ***Mayor Jesus Ruiz***
27. ***Discussion and action*** approving City Manager's contract for a two year-period at a salary of \$139,984. ***Mayor Jesus Ruiz***
28. ***Discussion and action*** requesting itemized invoices from all independent contractors. ***Rene Rodriguez***

**CITY ATTORNEY**

29. ***Consider, discuss, and/or take action*** upon acquisition of certain properties on and along Old Hueco Tanks Road in connection with a right-of-way and road project, including without limitation through conveyance, dedication or eminent domain. ***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:***

**30. 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.***

**31. 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.***

**32. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. ***Willie Norfleet, Jr.***

**33. Discussion and action** regarding *Samuel Campos, et al. v. City of Socorro*; Cause No. 2013DCV4546 in the 120<sup>th</sup> Judicial District Court of El Paso County, Texas. ***James A. Martinez***

**34. Discussion and action** regarding *State of Texas v. Jose Enrique Alvarez*; Cause No. 20130D02955 in the 210<sup>th</sup> Judicial District Court of El Paso County, Texas; and *Jose E. Alvarez v. Socorro Police Department*; SOAH Docket No. 407-13-5666.F5 ***James A. Martinez***

**35. Discussion and action regarding** *State of Texas v. Javier Varela*; Cause No. 20120D05624 in the 210<sup>th</sup> Judicial District Court of El Paso County, Texas; and *Javier Varela v. The City of Socorro*; SOAH Docket No. 407-13-5925.F5 ***James A. Martinez***

**36. Adjourn**

**DATED THIS 31<sup>st</sup> DAY OF MARCH 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 31<sup>st</sup> DAY OF MARCH 2014.**

By: \_\_\_\_\_  
**Sandra Hernandez, City Clerk**

Agenda posted: 3-31-14 @ 10:30 am

Removed: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Maria Reyes*  
District 1 / Mayor Pro-Tem



*Gloria M. Rodríguez*  
District 2

*Mary B. García*  
District 3

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE**3/27/14

**TO:**

**FROM:** Anibal Olague

**SUBJECT:**

**Proclamation Fair Housing Month**

**SUMMARY**

**April in National Fair Housing Month. As a grant requirement, we need to adopt the resolution as evidence of the City's efforts to affirmatively further fair housing.**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**0**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Prez*  
District 3 / Mayor – Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## **APRIL AS FAIR HOUSING MONTH PROCLAMATION**

**WHEREAS**, the National Fair Housing Act of 1968 prohibits discrimination in housing and declares it a national policy to provide, within constitutional limit for fair housing in the United States; and

**WHEREAS**, the principle of fair housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS**, the 46th anniversary of the National Fair Housing Law during the month of April provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Socorro, do hereby proclaim the month of April, as FAIR HOUSING MONTH in the City of Socorro and do hereby urge all citizens of this City to become aware of and support the Fair Housing Law.

PROCLAIMED AND SIGNED this 3<sup>rd</sup> day of April, 2014.

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Mayor

ATTEST

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City Clerk

*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

**SPECIAL COUNCIL MEETING MINUTES  
MARCH 17, 2014**

**MEMBERS PRESENT:**

Mayor Jesus Ruiz  
Rene Rodriguez  
Joseph E. Bowling  
Sergio Cox  
Gloria M. Rodriguez

**MEMBERS ABSENT:**

Victor Perez

**STAFF PRESENT:**

Olivia Navarro, Assistant City Clerk  
Sam Leony, Planning and Zoning Director  
James Martinez, City Attorney

**STAFF ABSENT**

Willie Norfleet, Jr., City Manager  
Sandra Hernandez, City Clerk

**1. CALL TO ORDER**

The meeting was called to order at 9:00 a.m. by Mayor Jesus Ruiz.

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

Pledge of Allegiance was led by Adriana Rodarte, Human Resources Director

**3. ESTABLISHMENT OF QUORUM**

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

**4. PUBLIC COMMENT**

Ralph Duran spoke during Public Comment

A motion was made by Rene Rodriguez seconded by Sergio Cox *to move into Executive Session at this time.* Motion passed.

Ayes: Rene Rodriguez, Joseph Bowling, Sergio Cox and Gloria M. Rodriguez

Nays:

Absent: Victor Perez

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 9:02  
A.M.**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 9:42  
A.M.**

**5. DISCUSSION AND ACTION REGARDING CLAIM SUBMITTED BY  
RALPH DURAN. WILLIE NORFLEET, JR.**

A motion was made by Joseph Bowling seconded by Rene Rodriguez *to settle for the higher amount of 65,236.00.* Motion failed.

Ayes: Rene Rodriguez and Joseph Bowling

Nays: Sergio Cox and Gloria M. Rodriguez

Absent: Victor Perez

Motion was tied, Mayor Jesus Ruiz broke the tie and voted nay. Motion failed

A motion was made by Sergio Cox *to accept and settle with the City Manager's recommendation.* No second, motion died.

A motion was made by Rene Rodriguez seconded by Joseph Bowling *to grant Mr. Duran the amount he requested of \$65,236.00.* Motion failed.

Ayes: Rene Rodriguez and Joseph Bowling

Nays: Sergio Cox and Gloria M. Rodriguez

Absent: Victor Perez

Motion was tied, Mayor Jesus Ruiz broke the tie and voted nay. Motion failed.

A motion was made by Sergio Cox seconded by Rene Rodriguez *to accept and settle with the City Manager's recommendation of \$37,615.00.* Motion passed.

Ayes: Rene Rodriguez and Joseph Bowling, and Sergio Cox

Nays: Gloria M. Rodriguez

Absent: Victor Perez

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

***WILLIE NORFLEET, JR.***

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

***WILLIE NORFLEET, JR.***

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

***WILLIE NORFLEET, JR.***

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

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

Nays:

Absent: Victor Perez

- 9. ADJOURN**

A motion was made by Sergio Cox seconded by Rene Rodriguez *to adjourn at 10:00 a.m.* Motion passed.

Ayes: Rene Rodriguez, Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez.

Nays:

Absent: Victor Perez

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**Jesus Ruiz, Mayor**

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Minutes prepared by  
Olivia Navarro  
Assistant City Clerk

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Date minutes approved



*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

**REGULAR COUNCIL MEETING MINUTES  
MARCH 20, 2014**

**MEMBERS PRESENT:**

Mayor Jesus Ruiz  
Rene Rodriguez  
Joseph E. Bowling  
Gloria M. Rodriguez

**MEMBERS ABSENT:**

Victor Perez (*Arrived to the meeting at 6:10 p.m.*)  
Sergio Cox (*Arrived to the meeting at 6:36 p.m.*)

**STAFF PRESENT:**

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

**1. CALL TO ORDER**

The meeting was called to order at 6:00 p.m. by Mayor Jesus Ruiz.

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

Pledge of Allegiance was led by David Bozynski

**3. ESTABLISHMENT OF QUORUM**

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

**4. PUBLIC COMMENT**

Luis Sigala, Sergio Jaime, and Lorenza Fraire spoke during Public Comment.

**PRESENTATION**

**5. PRESENTATION BY PAUL GARCIA REGARDING HIV.**

**GLORIA M. RODRIGUEZ**

Eddie Anchondo from International Aids Empowerment made the presentation.

Victor Perez arrived to the meeting at 6:10 p.m.

**CONSENT AGENDA**

**6. EXCUSE ABSENT COUNCIL MEMBERS.**

**SANDRA HERNANDEZ**

**7. APPROVAL OF SPECIAL COUNCIL MEETING MINUTES OF FEBRUARY 13, 2014 AND FEBRUARY 28, 2014 AND REGULAR COUNCIL MEETING MINUTES OF FEBRUARY 20, 2014 AND MARCH 6, 2014.**

**SANDRA HERNANDEZ**

**8. APPROVAL OF TRAVEL REIMBURSEMENT IN THE AMOUNT OF \$842.50 TO MUNICIPAL COURT JUDGE ELIA GARCIA FOR JUDICIAL TRAINING MARCH 3 – 5, 2014.**

**ELIA GARCIA**

A motion was made by Rene Rodriguez seconded by Joseph E. Bowling to *approve the Consent Agenda*. Motion passed.

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

Absent: Sergio Cox

A motion was made by Gloria M. Rodriguez seconded by Victor Perez to *move up items eleven (11) and twelve (12)*. Motion passed.

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

Absent: Sergio Cox

**REGULAR AGENDA**

**ORDINANCES**

**11. PUBLIC HEARING OF ORDINANCE 257, AMENDMENT NO. 1, AN ORDINANCE ESTABLISHING AND ADOPTING PUBLIC AND WORKPLACE SMOKING RESTRICTIONS IN THE CITY OF SOCORRO, TEXAS.**  
**MAYOR JESUS RUIZ/SANDRA HERNANDEZ**

**Public Hearing Opened at 6:27 p.m.  
No Speakers  
Public Hearing Closed at 6:27 p.m.**

**12. SECOND READING AND ADOPTION OF ORDINANCE 257, AMENDMENT NO. 1, AN ORDINANCE ESTABLISHING AND ADOPTING PUBLIC AND WORKPLACE SMOKING RESTRICTIONS IN THE CITY OF SOCORRO, TEXAS. MAYOR JESUS RUIZ/SANDRA HERNANDEZ**

A motion was made by Victor Perez seconded by Joseph E. Bowling *to approve item number twelve (12)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Joseph E. Bowling, and Gloria M. Rodriguez  
Nay:  
Absent: Sergio Cox

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez *to take a ten (10) minute recess*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Joseph E. Bowling, and Gloria M. Rodriguez  
Nay:  
Absent: Sergio Cox

**THE CITY COUNCIL CONVENED INTO A TEN (10) MINUTE RECESS  
RECESS**

Sergio Cox arrived to the meeting during recess at 6:36 p.m.

**THE CITY COUNCIL RECONVENED BACK IN SESSIN AT 6:43 P.M.**

**9. PUBLIC HEARING OF ORDINANCE 320, AMENDMENT NO. 3, AN ORDINANCE OF THE CITY OF SOCORRO, ESTABLISHING PROCEDURES AND RULES FOR CITY COUNCIL MEETINGS AND AGENDAS AS PROVIDED BY SECTION 3.08 OF THE SOCORRO CITY CHARTER, AND ESTABLISHING PROCEDURES AND RULES FOR CONDUCT OF THE SOCORRO CITY COUNCIL AND ALL OF THE CITY OF SOCORRO BOARDS AND COMMISSIONS AND REPEALING ORDINANCE NO. 304 AMENDMENT NO. 1 AND ORDINANCE 280 AMENDMENT NO. 1. SERGIO COX**

*Public Hearing Opened at 6:44 p.m.  
Ralph Duran spoke during Public Hearing  
Public Hearing Closed at 6:48 p.m.*

**10. SECOND READING AND ADOPTION OF ORDINANCE 320, AMENDMENT NO. 3, AN ORDINANCE OF THE CITY OF SOCORRO, ESTABLISHING PROCEDURES AND RULES FOR CITY COUNCIL MEETINGS AND AGENDAS AS PROVIDED BY SECTION 3.08 OF THE SOCORRO CITY CHARTER, AND ESTABLISHING PROCEDURES AND RULES FOR CONDUCT OF THE SOCORRO CITY COUNCIL AND ALL OF THE CITY OF SOCORRO BOARDS AND COMMISSIONS AND REPEALING ORDINANCE NO. 304 AMENDMENT NO. 1 AND ORDINANCE 280 AMENDMENT NO. 1. SERGIO COX**

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number ten (10)*.

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

Nay:

Absent:

**13. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 331, AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 2, SANTA MARTINA SUBDIVISION (11806 NORTH LOOP DRIVE) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-3 (HIGH DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS THE DENIAL OF THE R-3 ZONING AND RECOMMENDS THE APPROVAL OF R-2 ZONING. SAM LEONY**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve item number thirteen (13)*. Motion passed.

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

Nay:

Absent:

**14. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 332, AN ORDINANCE CHANGING THE ZONING OF TRACT 8, BLOCK 7, SOCORRO GRANT (9901 ALAMEDA AVENUE) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL. SAM LEONY**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve item number fourteen (14)*. Motion passed.

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

Nay:

Absent:

A motion was made by Victor Perez seconded by Rene Rodriguez *to suspend the rule and allow a speaker for item number fifteen (15)*. Motion passed.

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

Nay:

Absent:

**15. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE CHANGING THE ZONING OF TRACT 9, BLOCK 17, SOCORRO GRANT (10143 SOCORRO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO M-1 (LIGHT INDUSTRIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL.**

***SAM LEONY***

Isidro Torres spoke on this item.

A motion was made by Rene Rodriguez seconded by Joseph E. Bowling *to approve the recommendation made by the Planning and Zoning Commission to deny*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, and Sergio Cox

Nay:

Abstain: Joseph E. Bowling and Gloria M. Rodriguez

**FINANCE DEPARTMENT**

**16. DISCUSSION AND ACTION ON APPROVING PAYMENT TO GAYLE REID APPRAISAL SERVICES, INC. IN THE AMOUNT OF \$3,975.**

***KARINA HAGELSIEB***

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

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

Nay:

Absent:

**17. DISCUSSION AND ACTION ON APPROVING THE REPORT COMPILED BY WEAVER AND TIDWELL, LLP. KARINA HAGELSIEB**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez *to table item seventeen (17) for the meeting of March 28, 2014.* Motion passed.

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

Nay:

Absent:

**18. DISCUSSION AND ACTION ON APPROVING PAYMENT TO RALPH SELLERS & ASSOCIATE. KARINA HAGELSIEB**

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

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

Nay:

Absent:

**PLANNING AND ZONING DEPARTMENT**

**19. DISCUSSION AND ACTION ON APPROVAL TO WAIVE EVENT FEES FOR A MOTORCYCLE PARADE TO RAISE FUNDS FOR SCHOLARSHIPS FOR JROTC PROGRAMS ON APRIL 5, 2014. SAM LEONY**

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

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

Nay:

Absent:

**20. DISCUSSION AND ACTION ON THE FINAL SUBDIVISION PLAT APPROVAL FOR DAA FARMS SUBDIVISION, BEING ALL OF TRACT 4C4 AND A PORTION OF TRACT 4C3, BLOCK 39, SAN ELIZARIO GRANT. THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL. SAM LEONY**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez *to approve item number twenty (20).* Motion passed.

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

Nay:

Absent:

**21. DISCUSSION AND ACTION ON CERTIFICATE OF APPROPRIATENESS FOR THE PROPOSED DEMOLITION OF THE RESIDENTIAL STRUCTURE LOCATED AT TRACT 36-B, BLOCK 16, SOCORRO GRANTS (578 WYNN ROAD). SAM LEONY**

A motion was made by Gloria M. Rodriguez to *approve item number twenty-one (21) with the correction to the street name to read Winn Rd.* Motion passed.

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

Nay:

Absent:

**22. DISCUSSION AND ACTION TO AUTHORIZE THE PLANNING AND ZONING COMMISSION TO REVISE ORDINANCE 76-1A INCLUDING ZONING PROCEDURES IN CONJUNCTION WITH THE CITY ATTORNEY. SAM LEONY**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number twenty-two (22).* Motion passed.

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

Nay:

Absent:

**CITY MANAGER**

**23. DISCUSSION AND ACTION ON OFFICE SPACE FOR CITY STAFF BEFORE APPROVING CONTRACT FOR TEXAS A&M UNIVERSITY SYSTEM OFFICE SPACE. WILLIE NORFLEET, JR.**

Lorenza Fraire was signed up to speak on this item but was no present.

A motion was made by Gloria M. Rodriguez *not to renew the contract to Texas A&M.*

A motion was made by Gloria M. Rodriguez seconded by Sergio Cox to *accept the City Manager's recommendation not to renew the Contract to Texas A&M University System and grant them a sixty (60) day notice.* Motion passed.

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

Nay:

Absent:

**24. DISCUSSION AND ACTION TO APPROVE THE PROPOSED SOLUTION TO UPGRADE THE CITY OF SOCORRO'S NETWORK INFRASTRUCTURE. (PRESENTATION BY OMAR GUEVARA AND PRESIDIO NETWORKED SOLUTIONS). WILLIE NORFLEET, JR.**

Lorenza Fraire spoke on this item.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number twenty-four (24)*.

Gloria M. Rodriguez withdrew her motion.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve the technology proposal and obtain three (3) electrical informal bids*. Motion passed.

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

Nay:

Absent:

**MAYOR AND COUNCIL**

**25. DISCUSSION AND ACTION ON RENEWING CITY MANAGER CONTRACT. JESUS RUIZ**

Lorenza Fraire spoke on this item.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve the City Manager's Contract for two (2) years with the same salary*. Motion passed.

Ayes: Mayor Jesus Ruiz, Victor Perez, Rene Rodriguez, Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez

Nay:

Absent:

**26. DISCUSSION AND ACTION ON APPROVING UNITED STATES CONFERENCE OF MAYORS MEMBERSHIP IN THE AMOUNT OF \$2,616.00 JESUS RUIZ**

Lorenza Fraire spoke on this item.

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve item number twenty-six (26)*. Motion passed.

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

Nay:

Absent:

**27. DISCUSSION AND ACTION ON PLACING A MISSION AND VISION STATEMENT ON THE CITY OF SOCORRO'S WEBSITE. (PRESENTATION BY DAVID BOZYNSKI). *JESUS RUIZ***

David Bozynski read the mission and vision statements.

Lorenza Fraire spoke on this item.

A motion was made by Gloria M. Rodriguez seconded by Sergio Cox to *approve item number twenty-seven (27)*. Motion passed.

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

Nay:

Absent:

**28. DISCUSSION AND ACTION REGARDING THE WATERS CONSULTING GROUP RECRUITMENT OF POLICE CHIEF. *RENE RODRIGUEZ***

Lorenza Fraire spoke on this item.

No action on this item.

**29. DISCUSSION AND ACTION ON NEW INSTALLATION OF CHAIN LINK BACKSTOPS, DUGOUTS AND FENCING FOR TWO BASEBALL FIELDS AT COUGAR PARK ON SOCORRO ROAD. REQUESTING THE SAME FOR T-BALL FIELD FENCING FOR YOUTH BOYS AND GIRLS AGES 4 THROUGH 6 TO BE LOCATED AT MOON CITY PARK. *SERGIO COX***

Lorenza Fraire spoke on this item.

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to *table for the Special Meeting of March 28, 2014*. Motion passed.

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

Nay:

Absent:

**30. DISCUSSION AND ACTION ON PURCHASING PLAQUES FOR ORGANIZATIONS AND COMMUNITY VOLUNTEERS THAT COLLABORATED WITH THE CITY OF SOCORRO TO IMPLEMENT DISASTER RELIEF. GLORIA M. RODRIGUEZ**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *suspend the rule and allow a speaker*. Motion passed.

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

Nay:

Absent:

Lorenza Fraire spoke on this item.

A motion was made Sergio Cox seconded by Gloria M. Rodriguez to *approve item number thirty (30)*. Motion passed.

**31. DISCUSSION AND ACTION APPROVING A FEASIBILITY STUDY FOR A POLICE SUBSTATION ON VINEYARD ROAD. GLORIA M. RODRIGUEZ**

Lorenza Fraire spoke on this item.

A motion was made by Rene Rodriguez seconded by Joseph E. Bowling to *table for the Regular Meeting of April 24, 2014*.

Rene Rodriguez rescinded his motion.

A motion was made by Rene Rodriguez seconded by Joseph E. Bowling to *table for the Regular Meeting of April 17, 2014*. Motion passed.

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

Nay:

Absent:

**32. DISCUSSION AND ACTION ON HAVING CITY COUNCIL MEETINGS HOSTED AT PUBLIC SCHOOLS WITHIN EACH OF THE FOUR CITY DISTRICTS. DEPARTMENT DIRECTORS WILL PROVIDE A BRIEF UPDATE OF THEIR DEPARTMENTS. VICTOR PEREZ**

Lorenza Fraire spoke on this item.

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve item number thirty-two (32)*.

Victor Perez withdrew his motion

A motion was made by Victor Perez seconded by Rene Rodriguez to *direct the City Attorney to research what constitutes a Legislative Review Meeting.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez  
Nay:  
Absent:

**CITY ATTORNEY**

**33. DISCUSSION AND ACTION ON LEGAL OPINION REGARDING THE CITY OF SOCORRO'S ABILITY TO PUBLISH ORDINANCES AND NOTICES IN THE WEST TEXAS COURIER. JAMES A. MARTINEZ**

A motion was made by Gloria M. Rodriguez seconded by Sergio Cox to *move item number thirty three (33) into Executive Session.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez  
Nay:  
Absent:

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

Ayes: Victor Perez, Rene Rodriguez, Joseph E. Bowling, Sergio Cox, and Gloria M. Rodriguez  
Nay:  
Absent:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:16 P.M.**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 8:31 P.M.**

**33. DISCUSSION AND ACTION ON LEGAL OPINION REGARDING THE CITY OF SOCORRO'S ABILITY TO PUBLISH ORDINANCES AND NOTICES IN THE WEST TEXAS COURIER. JAMES A. MARTINEZ**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *disallow the City of Socorro to Publish Ordinances and Notices in the West Texas Courier.* Motion passed.

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

Nay:

Absent:

**34. 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.***

**35. 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.***

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

***WILLIE NORFLEET, JR.***

A motion was made by Rene Rodriguez seconded by Victor Perez to *delete items thirty four (34), thirty-five (35) and thirty-six (36)*. Motion passed.

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

Nay:

Absent:

**37. ADJOURN**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *adjourn at 8:33 p.m.* Motion passed.

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

Nays:

Abstain:

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**Jesus Ruiz, Mayor**

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Minutes prepared by  
Olivia Navarro  
Assistant City Clerk

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Date minutes approved



ORDINANCE NO. 330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROVIDING FOR THE ISSUANCE OF CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014; LEVYING AD VALOREM TAXES AND PROVIDING FOR THE PAYMENT AND SECURITY OF THE CERTIFICATES OF OBLIGATION; APPROVING AN OFFICIAL STATEMENT AND AWARDED SALE OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

WHEREAS, the City Council of the City of Socorro, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of \$\_\_\_\_\_ for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter A, Chapter 1504, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Socorro, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$\_\_\_\_\_ for paying all or a portion of the Issuer'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 (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2014," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated March 15, 2014, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on March 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

| Years | Principal Amounts | Interest Rates | Years | Principal Amounts | Interest Rates |
|-------|-------------------|----------------|-------|-------------------|----------------|
| 2015  | \$                | %              | 2025  | \$                | %              |
| 2016  |                   |                | 2026  |                   |                |
| 2017  |                   |                | 2027  |                   |                |
| 2018  |                   |                | 2028  |                   |                |
| 2019  |                   |                | 2029  |                   |                |
| 2020  |                   |                | 2030  |                   |                |
| 2021  |                   |                | 2031  |                   |                |
| 2022  |                   |                | 2032  |                   |                |
| 2023  |                   |                | 2033  |                   |                |
| 2024  |                   |                | 2034  |                   |                |

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during

regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 50 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the

delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Assistant City Clerk of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered

definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

|        |  |                                 |
|--------|--|---------------------------------|
| NO. R- | UNITED STATES OF AMERICA<br>STATE OF TEXAS<br><br>CITY OF SOCORRO, TEXAS<br>COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION<br>SERIES 2014 | PRINCIPAL<br>AMOUNT<br>\$ _____ |
|--------|--|---------------------------------|

|                      |                      |                      |                  |
|----------------------|----------------------|----------------------|------------------|
| <u>Interest Rate</u> | <u>Delivery Date</u> | <u>Maturity Date</u> | <u>CUSIP No.</u> |
|                      | April __, 2014       | March 1, ____        |                  |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Socorro, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on March 1, 2015 and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying

Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated March 15, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for paying all or a portion of the Issuer's contractual obligations incurred in connection with 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; construction and installation of municipal drainage improvements; acquisition of vehicles and equipment for the public works department and police department; construction and equipment of park and recreational facilities and improvements; and legal, fiscal and engineering fees in connection with such projects.

ON MARCH 1, 20\_\_, OR ON ANY DATE THEREAFTER, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on February 15 in the years 20\_\_, 20\_\_, 20\_\_ and 20\_\_ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

| Term Certificate<br>Maturity: March 1, 20__ |                         | Term Certificate<br>Maturity: March 1, 20__ |                         |
|---|-------------------------|---|-------------------------|
| <u>Mandatory Redemption Date</u>            | <u>Principal Amount</u> | <u>Mandatory Redemption Date</u>            | <u>Principal Amount</u> |
| March 1, 20__                               | \$                      | March 1, 20__                               | \$                      |
| March 1, 20__                               |                         | March 1, 20__                               |                         |
| March 1, 20__ (maturity)                    |                         | March 1, 20__ (maturity)                    |                         |

| Term Certificate<br>Maturity: March 1, 20__ |                         | Term Certificate<br>Maturity: March 1, 20__ |                         |
|---|-------------------------|---|-------------------------|
| <u>Mandatory Redemption Date</u>            | <u>Principal Amount</u> | <u>Mandatory Redemption Date</u>            | <u>Principal Amount</u> |
| March 1, 20__                               | \$                      | March 1, 20__                               | \$                      |
| March 1, 20__                               |                         | March 1, 20__                               |                         |
| March 1, 20__ (maturity)                    |                         | March 1, 20__ (maturity)                    |                         |

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are

to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's Bulldog Championship Park remaining after payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor or the Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Clerk

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

U.S. Bank National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

\_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SOCORRO, TEXAS, in El Paso County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Years</u> | <u>Principal Amounts</u> | <u>Interest Rates</u> |
|--------------|--------------------------|-----------------------|
|--------------|--------------------------|-----------------------|

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on March 1, 2015, and semiannually on each September 1 and March 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

#### Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and

deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by the revenues of the Issuer's Bulldog Championship Park that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the revenues of the Issuer's Bulldog Championship Park, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Certificates. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable,

provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the

principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. [The Certificates shall be insured pursuant to a municipal bond insurance policy (the "Policy") issued by \_\_\_\_\_, and the Certificates may bear an appropriate legend as provided by the insurer.]

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor (or in the Mayor's absence, the Mayor Pro-Tem), and the Mayor (or in the Mayor's absence, the Mayor Pro-Tem) is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of current refunding bonds, for a period of 90 days or less and in the case of advance refunding bonds, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulation of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings)

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

[(f) Designation as Qualified Tax-Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Underwriter identified in Section 10 hereof certifying that the aggregate initial public offering price of the Certificates (excluding any accrued interest) is no greater than \$10 million (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate tax-exempt obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000 (or such other amount permitted by such section 265 of the Code); and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.]

#### Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to Southwest Securities, Inc. (the "Underwriter") for the purchase price of \$\_\_\_\_\_ (representing the par amount of the Certificates of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_ and less an underwriter's discount of \$\_\_\_\_\_) pursuant to the terms and provisions of a Bond Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Certificates have been sold pursuant to the terms and provisions of a Bond Purchase Agreement in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The initial Certificate shall be registered in the name of Southwest Securities, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated February \_\_, 2014, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor and Mayor Pro Tem, the City Manager, City Clerk, Assistant City Clerk and Director of Finance of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein

mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2014 Combination Tax and Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles

described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate calls;
4. Release, substitution, or sale of property securing repayment of the Certificates;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other material events affecting the tax-exempt status of the Certificates;

6. Tender offers;

7. Defeasances;

8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this

Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

## Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. **APPROPRIATION.** To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. **USE OF PREMIUM.** Of the \$\_\_\_\_\_ net reoffering premium received from the sale of the Certificates, \$\_\_\_\_\_ shall be deposited into the Construction Fund and the remainder shall be used to pay costs of issuance (including underwriter's discount).

Section 18. **SEVERABILITY.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional

by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this March 6, 2014.

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Mayor

ATTEST:

---

City Clerk

[CITY SEAL]

EXHIBIT A

**Annual Financial Statements and Operating Data**

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 through 4, inclusive and 6 through 12, inclusive.

-- APPENDIX B (FINANCIAL STATEMENTS FOR THE LAST COMPLETED FISCAL YEAR WHICH WILL BE UNAUDITED, UNLESS AN AUDIT IS PERFORMED IN WHICH EVENT THE AUDITED FINANCIAL STATEMENTS WILL BE MADE AVAILABLE)

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph above.

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*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



Item 10-11  
*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** March 20, 2014.

**TO:** Mayor and Council Members

**FROM:** Sam Leony, Planning and Zoning Director

**CC:** Willie Norfleet, City Manager

**SUBJECT:**

Introduction, First Reading, and Calling for a Public hearing of an ordinance to change the zoning of Lot 11, Block 2, Santa Martina Subd., City of Socorro, Texas, from R-1 (Single Family Residential) to R-3 (High Density Residential).

**LOCATION:**

The property is located at 11806 North Loop Dr., right at the intersection of North Loop Dr. and Huereque Dr., and it has an approximate area of 27,250 sq.ft.

**OWNER:**

Jorge & Maria Bernal  
11800 North Loop Dr.  
Socorro, Texas 79927

**HISTORY:**

Santa Martina Subdivision was recorded in 1987 with 76 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 0277-B / FEMA, September 4, 1991).

Adjacent Land Uses:

North: R-1, Single Family Residential  
South: A-1, Agricultural  
East: A-1, Agricultural  
West: R-1, Single Family Residential

**REMARKS:**

Existing land use: Vacant lot.  
Proposed land use: Proposed land use: R-3 (Apartment Complex).

**RECOMMENDATION:**

The Planning and Zoning Commission recommends TO APPROVE the R-2 zoning instead of the R-3 classification requested.



## PLANNING AND ZONING DEPARTMENT

### Request for Rezoning

1. Name: Jorge & Maria Bernal

Address: 11800 North Loop Phone: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: 11206 S.L. Phone: \_\_\_\_\_

2. Property Location: 11800 North Loop

Legal Description: 2 Santa Martina Lot 11, 27250.35 sq ft, El Paso County Tx.

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

27250.35  
Area (Sq. ft. or Acreage)

R1  
Current Zoning

single family residential  
Current Land Use

R3 zone  
Proposed Zoning

high density residential  
Proposed Land Use

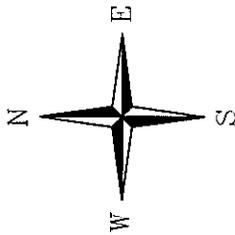
3. All owners of record must sign document.

Jorge H. Bernal

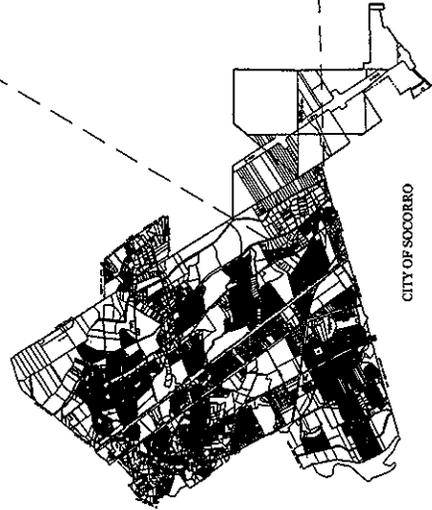
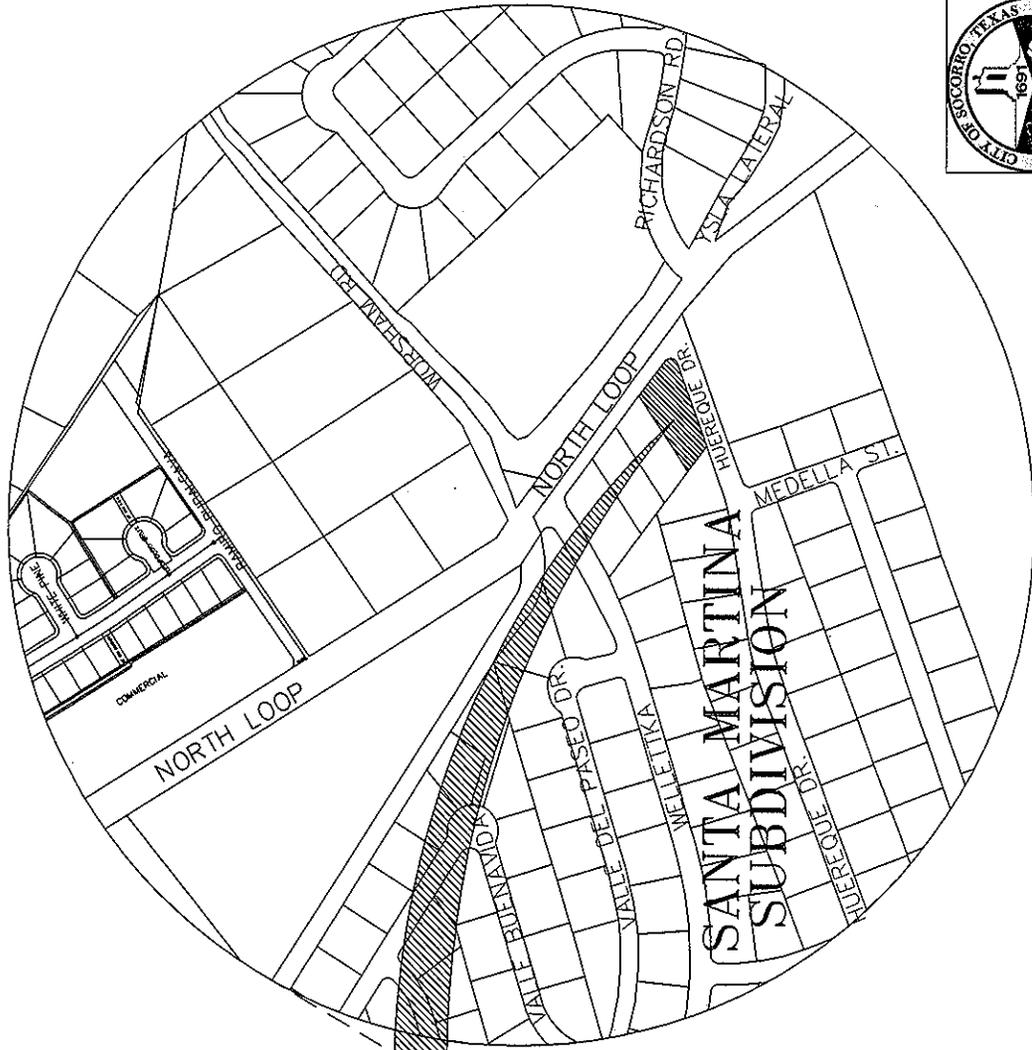
Maria R. Bernal

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 or more acres - \$750.00 + \$10.00 each additional acre



**PROJECT SITE:  
11806 NORTH LOOP  
LOT 11, BLOCK 2  
SANTA MARTINA SUB.**



CITY OF SOCORRO



DATE: ..... JANUARY 2014

Planning and Zoning Department  
1000 N. New Mexico, Suite 1000 • SOCORRO, NM 87801

## LOCATION MAP

Scale: N.T.S.

*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 331

**AN ORDINANCE CHANGING THE ZONING OF LOT 11, BLOCK 2, SANTA MARTINA SUBDIVISION (11806 NORTH LOOP DR.) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-3 (HIGH 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 11, Block 2, Santa Martina Subdivision (11806 North Loop Dr.) is changed from R-1 (Single Family Residential) to R-3 (High Density Residential).

**READ, ADOPTED AND APPROVED** this 3<sup>rd</sup> day of April 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

Introduction and First Reading: March 20, 2014

Second Reading and Adoption: April 3, 2014



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



**DATE:** March 20, 2014.

**TO:** Mayor and Council Members

**FROM:** Sam Leony, Planning and Zoning Director

**CC:** Willie Norfleet, City Manager

**SUBJECT:** Introduction, First Reading, and Calling for a Public hearing of an Ordinance to change the zoning of Tract 8, Block 7, Socorro Grant, from R-1 (Single Family Residential), to C-1 (Light Commercial).

**LOCATION:** The property is located at 9901 Alameda Ave., right at the intersection of Alameda Ave. and South Nevarez Rd., with an approximate area of 1,306.8 sf.

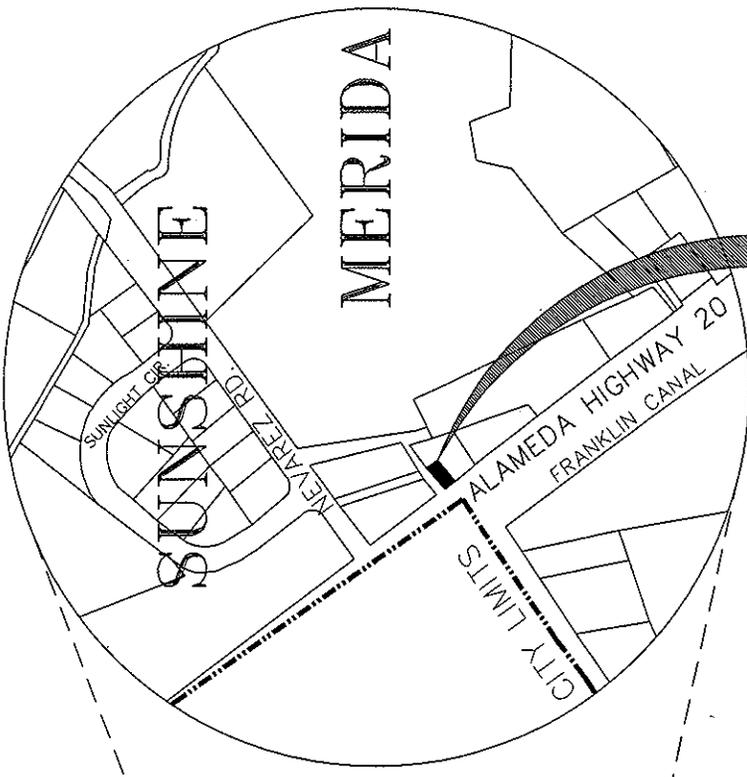
**OWNER:** Martha Lopez de Muñoz  
481 Borrego Rd.  
San Elizario, Texas 79949

**REMARKS:** Existing land use: Vacant  
Proposed land use: C-1 (Light Commercial).

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

Adjacent Land Uses:  
North: C-1, Light Commercial  
South: R-1, Single Family Residential  
East: R-1, Single Family Residential  
West: R-1, Single Family Residential

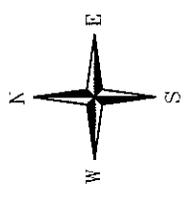
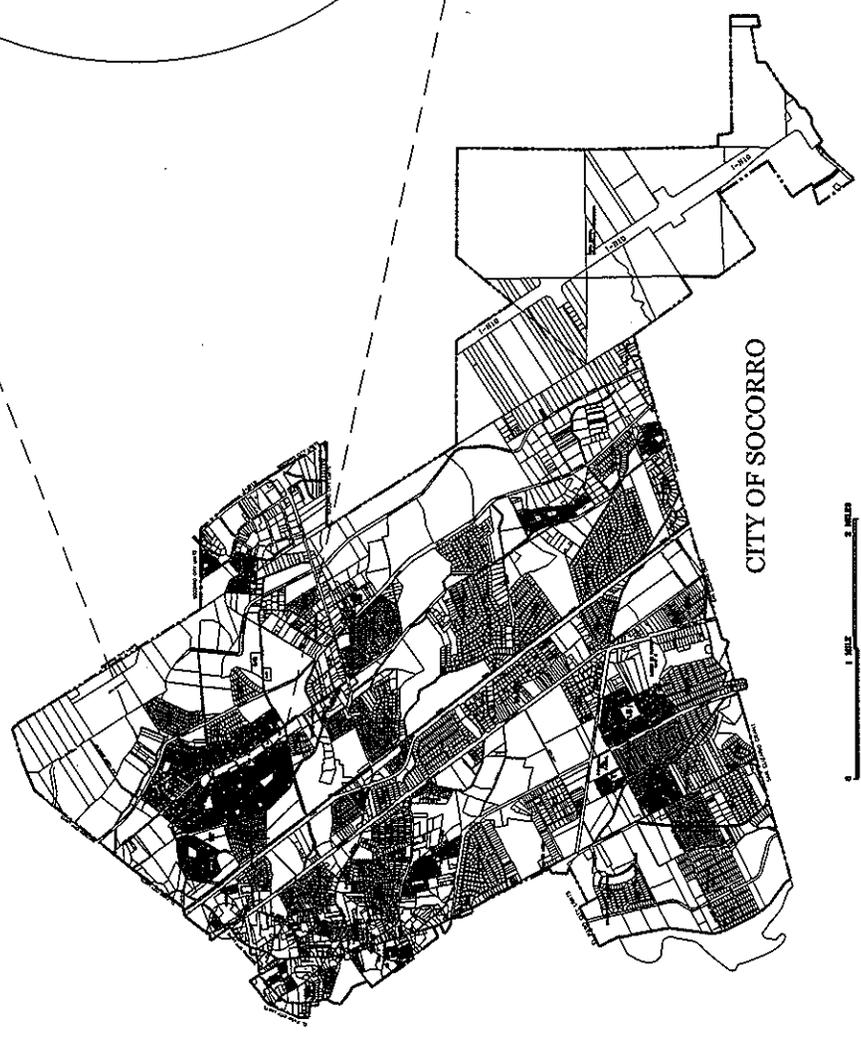
**RECOMMENDATION:** The Planning and Zoning Commission recommends APPROVAL.



PROJECT SITE:  
9901 ALAMEDA  
TRACT 8, BLOCK 7  
SOCORRO GRANT



Planning and Zoning Department  
CITY OF SOCORRO, TEXAS



# LOCATION MAP

Scale: N.T.S.



## PLANNING AND ZONING DEPARTMENT

### Request for Rezoning

1. Name: Martha López de Muñoz  
 Address: 481 Borrego Rd. San Elizario TX 79849 Phone: (915) 226-5868  
 Representative: \_\_\_\_\_

Address:   a   Phone: \_\_\_\_\_

2. Property Location: 9901 Alameda

Legal Description: Tract 8, Block 7, SOCORRO GRANT.

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

|   |  |                                   |
|---|--|-----------------------------------|
| <u>0.03 Acres.</u><br>Area (Sq. ft. or Acreage) | <u>R-1</u><br>Current Zoning           | <u>Vacant</u><br>Current Land Use |
| <u>C1</u><br>Proposed Zoning                    | <u>Commercial</u><br>Proposed Land Use |                                   |

3. All owners of record must sign document.

Martha López de Muñoz \_\_\_\_\_  
 \_\_\_\_\_

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**

*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 332

**AN ORDINANCE CHANGING THE ZONING OF TRACT 8, BLOCK 7, SOCORRO GRANT (9901 ALAMEDA AVE.) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).**

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 of the City of Socorro, as amended, the zoning of Tract 8, Block 7, Socorro Grant (9901 Alameda Ave.) is changed from R-1 (Single Family Residential) to C-1 (Light Commercial).

**READ, ADOPTED AND APPROVED** this 3<sup>rd</sup> day of April 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

Introduction and First Reading: March 20, 2014

Second Reading and Adoption: April 3, 2014

Gloria M. Rodriguez  
District 2

Victor Perez  
District 3 / Mayor Pro-Tem

Joseph E. Bowling  
District 4

Willie Norfleet Jr.  
City Manager

Jesus A. Ruiz  
Mayor

Rene Rodriguez  
At Large

Sergio Cox  
District 1



**DATE:** April 3, 2014.

**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 for the proposed rezoning of Tract 19-E, Block 27, Socorro Grant, from C-2 (General Commercial), to SU-1 (Special Use Zone).

**LOCATION:** The property is located at 11400 Socorro Rd., southerly located at 100 feet from the intersection of Socorro Rd. and Dindinger Rd., and it has an approximate area of 1.9097 acres.

**OWNER:** Michael Ramirez  
11400 Socorro Rd.  
Socorro, Texas 79927

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

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

Adjacent Land Uses:

North: SU-1, Special Use Zone (Electric Co. Sub-Station)  
South: C-1, Light Commercial  
East: C-1, Light Commercial  
West: A-1, Agricultural

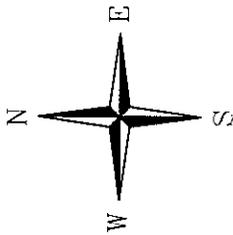
**REMARKS:**

The proposed cell tower would be placed behind an existing commercial building and carwash bays. The City of Socorro has the right to request a special design (pine or palm tree) to camouflage the appearance of the structure.

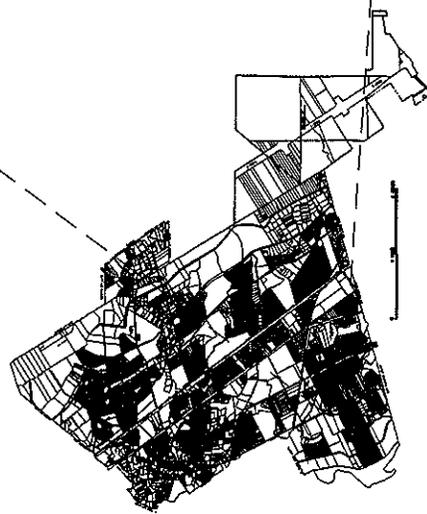
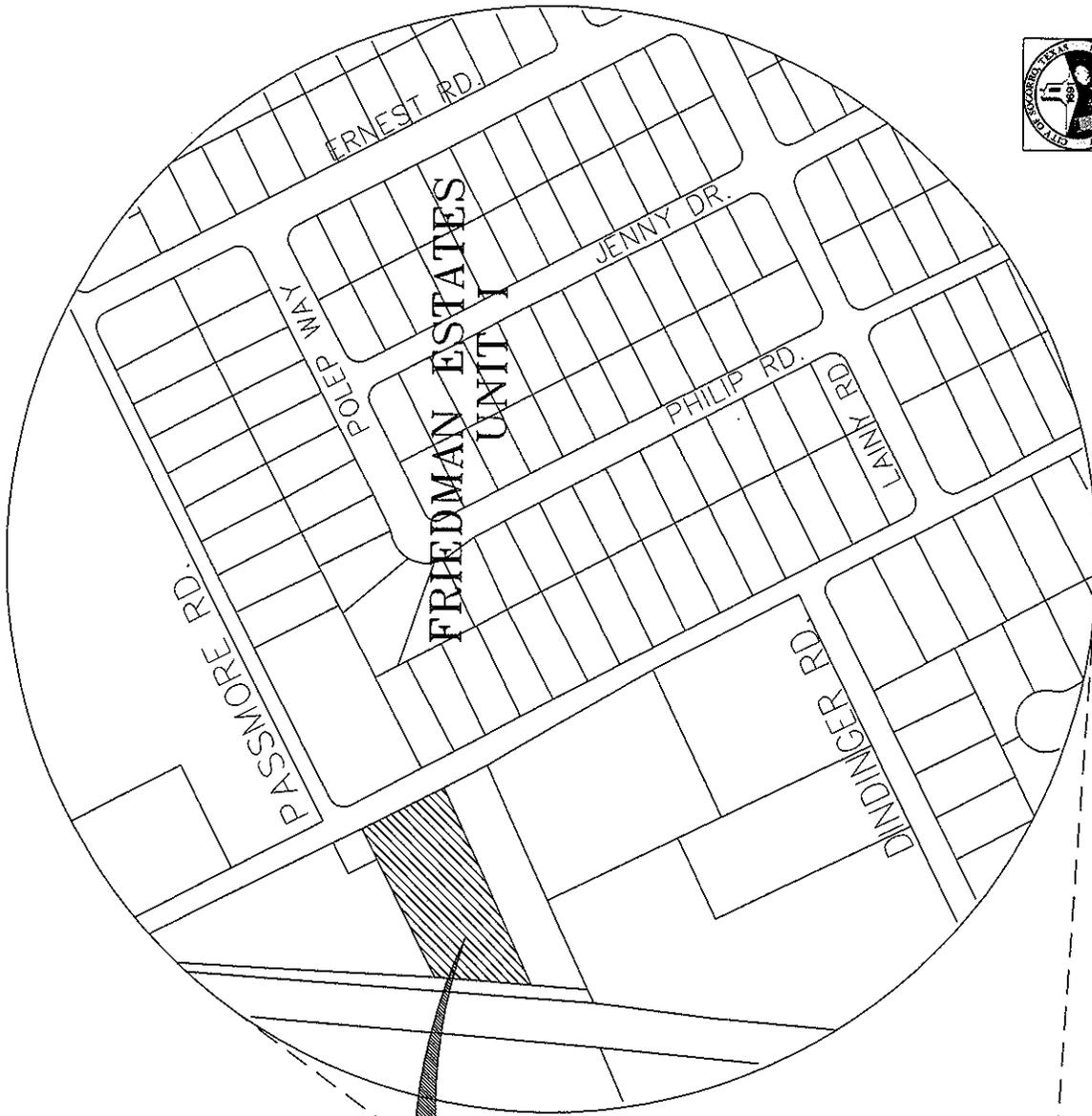
**RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL contingent to the following:

1. In order to avoid duplicity of zoning on the same lot, a subdivision process needs to be followed designating the SU-1 Zone only to the lot used for the cell tower, providing formal access to Socorro Rd.



PROJECT SITE:  
11400 SOCORRO RD.  
BLOCK 27, TRACT 19-E  
SOCORRO GRANT



CITY OF SOCORRO



Planning and Zoning Department  
1100 W. Broadway  
SOCORRO, NM 87801

# LOCATION MAP

Scale: N.T.S.



# PLANNING AND ZONING DEPARTMENT

## Request for Rezoning

1. Name: MICHAEL RAMIREZ  
 Address: 11400 SOCORRO ROAD, SOCORRO, TX 79927 Phone: 915-588-2534  
 Representative: RANDY BRIDGEMAN / WIRELESS RESOURCES FOR: VERIZON WIRELESS  
 Address: 3116 S. MILL, TEMPE, AZ 85282 Phone: 408-896-8220
2. Property Location: 11400 SOCORRO ROAD, SOCORRO, TX 79927  
 Legal Description: TRACT 19-E, BLOCK 27, SOCORRO GRANT

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

|   |                              |  |
|---|------------------------------|--|
| <u>1.9097 AC</u><br>Area (Sq. ft. or Acreage)   | <u>C-2</u><br>Current Zoning | <u>CAR WASH</u><br>Current Land Use                                |
| <u>C-2 (SU-1 CELL TOWER)</u><br>Proposed Zoning |                              | <u>(EXISTING) CAR WASH / (NEW) CELL TOWER</u><br>Proposed Land Use |

3. All owners of record must sign document.

[Signature]  
SIGNATURE: \_\_\_\_\_

1-16-14  
DATE: \_\_\_\_\_

MICHAEL RAMIREZ  
owner \_\_\_\_\_

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 or more acres - \$750.00 + \$10.00 each additional acre

*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 333**

**AN ORDINANCE CHANGING THE ZONING OF TRACT 19-E, BLOCK 27, SOCORRO GRANT (11400 SOCORRO ROAD) FROM C-2 (GENERAL COMMERCIAL) TO SU-1 (SPECIAL USE ZONE).**

**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 Tract 19-E, Block 27, Socorro Grant (11400 Socorro Road) is changed from C-2 (General Commercial) to SU-1 (Special Use Zone).

**READ, ADOPTED AND APPROVED** this 17<sup>th</sup> day of April 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

Introduction and First Reading: April 3, 2014  
Second Reading and Adoption: April 17, 2014



*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: March 27, 2014**

**TO: Mayor and Council**

**FROM: Sandra Hernandez, City Clerk**

**SUBJECT: Codification**

**SUMMARY**

*Discussion and action* approving City of Socorro's Code of Ordinances final proof as recommended by Municipal Code Corporation.

**BACKGROUND**

Municipal Code Corporation has consolidated all city ordinances. This project began in October 2012 and will culminate in about a month.

**STATEMENT OF THE ISSUE**

The project is in the proof review phase and requires council approval for footnoted recommendations by MuniCode. Listed below are the page numbers and footnotes for council's review and recommendation.

1. Ordinance 320 Amendment No. 3 (establishing rules and procedures for city council meetings and agendas) and Ordinance 257 Amendment No. 2 1 (banning of e-cigarettes) are not in the final proof. They have been submitted for inclusion in the Code.
2. Page 37 contains 1-4 footnotes
3. Page 38 – footnote number 5
4. Page 39 – footnote number 6
5. Page 43 – footnote number 7
6. Page 44 – footnote number 8
7. Page 45 – footnote number 9
8. Page 48 – footnote number 10
9. Page 62 – footnote number 11
10. Page 63 – footnote number 12
11. Page 64 – footnote number 13

12. Page 72 – footnote number 14
13. Page 74 – footnotes 15-17
14. Page 75 – footnotes 18-20
15. Page 76 - footnotes 21-22
16. Page 77- footnotes 23-24
17. Page 78 – footnote 25
18. Page 79 – footnote 26-30
19. Page 80 – footnote 31
20. Page 82 – footnote 32-33
21. Page 89 – footnote 34
22. Page 92 – footnote 35
23. Page 93 – footnote 36
24. Page 99 – footnote 37
25. Page 100 – footnote 38
26. Page 104 – footnote 39
27. Page 106 – footnote 40
28. Page 134 – footnote 41
29. Page 139 – footnote 42-43
30. Page 150 – footnote 44
31. Page 152 – footnote 45
32. Page 171 – footnote 46
33. Page 190 – footnote 47
34. Page 192 – footnote 48
35. Page 230 – footnote 49
36. Page 235 – footnote 50-52
37. Page 237 – footnote 53
38. Page 238 – footnote 54
39. Page 244 – footnote 55
40. Page 250 – footnote 56
41. Page 251 – footnote 57-58
42. Page 252 – footnote 59
43. Page 255 – footnote 60
44. Page 294 – footnote 61-62
45. Page 300 – footnote 63
46. Page 308 – footnote 64-65
47. Page 309 – footnote 66-67
48. Page 310 – footnote 68-69
49. Page 312 – footnote 70-71
50. Page 332- footnote 72
51. Page 340 – footnote 73
52. Page 366 – footnote 74
53. Page 377 – footnote 75
54. Page 386 – footnote 76

## **FINANCIAL IMPACT**

**None**

**ALTERNATIVE**

**None**

**RECOMMENDATION**

Approval of final proof.



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*J.E. "Chito" Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: April 3, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Karina Hagelsieb**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE AGREEMENT WITH LOCAL GOVERNMENT SERVICES, LLC.**

**SUMMARY**

This action approves the agreement with LLC to conduct a review of Time Warner franchise payments made to the city for prior periods, January 1, 2010 through December 31, 2013. The review will determine if the franchise fee payments to the City were made in compliance with the City's ordinance and or state issued franchise.

**STATEMENT OF THE ISSUE**

The benefits of performing a review are ensuring compliance with the existing contract, recovery of underpayments and correcting the underpayments going forward.

**FINANCIAL IMPACT**

LLC has found underpayments in Texas as follows:

**Recoveries are found in 70% of reviews**

**High recovery was \$120,000**

**Low recovery was \$234**

**Mean average recovery was \$21,270**

The cost to the city is an initial payment of \$3,000 plus 25% of any amount recovered  
*Or*

An initial payment of \$3,000 and final payment of \$3,000 upon completion of work

**ALTERNATIVE**

**STAFF RECOMMENDATION**

The Staff is recommending the approval of this item.

APPENDIX A  
AGREEMENT BETWEEN  
THE CITY OF SOCORRO, TEXAS  
AND  
LOCAL GOVERNMENT SERVICES, LLC  
FOR CABLE TELEVISION FRANCHISE FEE PAYMENT COMPLIANCE SERVICE

WHEREAS, the City of Socorro desires to determine if the local cable company serving the City is in compliance with the applicable local cable ordinance or state issued franchise regarding franchise fee payments remitted to the City;

WHEREAS, Local Government Services, LLC ("LGS") has available a cable television franchise fee payment compliance service; and,

WHEREAS, the City has a need for such cable television franchise fee compliance service.

THEREFORE, THE CITY AND LGS AGREE AS FOLLOWS:

Section 1. Service options provided to the City of Socorro

LGS assures that its services will be accomplished in a timely manner with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom LGS will contact and who will regularly review, discuss regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with LGS to facilitate the performance of services by LGS and to ensure that all information and issues required for review by LGS are made available to LGS. LGS agrees to provide, directly or through its agents or subcontractors, the following services:

- a)  Assist the City in performing a franchise fee payment compliance review to determine compliance with City's Cable Television Franchise Ordinance and/or state issued franchise if applicable for the period January 1, 2010 through December 31, 2013. LGS shall also assist the City in enforcing the franchise fee payment provisions of the City's Franchise and/or state issued franchise (LGS is not responsible for cost associated with filing for court action or legal representation in a court proceeding).

In the event that the City at a later date desires to obtain additional services offered by LGS the parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services

Section 2. Effective Date, Payment and Termination.

- a) This agreement shall become effective upon the signature by the parties.
- b) The City chooses the following payment option for the franchise fee compliance review service:

\_\_\_\_\_ Initial payment of \$3000.00 plus 25% of any amount recovered by the City that exceeds \$3,000.00 plus pre-approved out of pocket expenses if applicable.

\_\_\_\_\_ Initial payment of \$3,000.00 and final payment of \$3,000.00 upon completion of work without any contingency fee assessed plus pre approved out of pocket expenses if applicable.

Out of pocket expenses shall include, but are not limited to postage, transportation, meals and must be approved by the City in advance. LGS shall provide to the City documentation sufficient to substantiate any out of pocket costs.

- c) For the payment option chosen by the City listed in Section 2 b above the City shall pay LGS the initial payment of the total obligation when this Agreement is executed and upon completion of the review the

applicable payment for the option chosen above within fourteen (14) days following the recovery of any franchise fees that are owed to the City or completion of the work performed by LGS. The City agrees to utilize whatever reasonable enforcement remedies that exist in the City's current cable television franchise ordinance to assist LGS in obtaining the information necessary for LGS to perform the review and to recover any franchise fees due. Failure of the City to enforce its ordinance will relieve LGS from any obligations to the City.

- d) Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. All fees and costs incurred to the date of receipt of the notice shall be paid to LGS. If LGS fails to perform any work on behalf of the City upon receipt of notice to terminate, LGS shall refund to the City the total obligation of the City.

Section 3. Hold Harmless and Indemnification.

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement.

Section 4. Assignment/Transfer

LGS is prohibited from assigning or transferring any of its obligations of this Agreement without obtaining prior approval of the City.

Section 5. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and LGS.

Section 6. Law Applicable.

This agreement shall be construed under the laws of the State of Texas.

EXECUTED ON BEHALF OF THE CITY OF SOCORRO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST:

City Manager: \_\_\_\_\_  
City of Socorro

By \_\_\_\_\_

EXECUTED ON BEHALF OF LOCAL  
GOVERNMENT SERVICES, LLC

(SEAL)

By \_\_\_\_\_  
Member

A RESOLUTION OF THE CITY OF SOCORRO THROUGH THE CITY COUNCIL TO AUTHORIZE  
THE CITY MANAGER OF SAID CITY TO EXECUTE A CABLE TELEVISION FRANCHISE FEE  
PAYMENT COMPLIANCE SERVICE AGREEMENT

WHEREAS, the City of Socorro desires to determine if the local cable company serving the City is in compliance with the applicable local cable ordinance or state issued franchise regarding franchise fee payments remitted to the City;

WHEREAS, Local Government Services, LLC has available a cable television franchise management service to assist the City in such compliance review;

NOW THEREFORE BE IT RESOLVED, that the City Manager of the City of Socorro is hereby authorized to execute a cable television franchise fee payment compliance review service agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and City Council of the City of Socorro this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

By \_\_\_\_\_  
City Secretary

Mayor: \_\_\_\_\_  
City of Socorro

(SEAL)

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*J.E. "Chito" Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: March 20, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Karina Hagelsieb**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE REPORT  
COMPILED BY WEAVER AND TIDWELL, LLP.**

**SUMMARY**

This action approves the report as presented by Weaver and Tidwell, LLP

**STATEMENT OF THE ISSUE**

Weaver and Tidwell, LLP was engaged to issue a report on any findings related to improper or fraudulent financial transactions for the fiscal years 2010, 2011, and 2012.

**FINANCIAL IMPACT**

Weaver engagement cost up to \$127,000. The City has not received the final invoice.

**ALTERNATIVE**

**STAFF RECOMMENDATION**

The Staff is recommending the approval of this item.



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*J.E. "Chito" Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: April 3, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Karina Hagelsieb**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING AMNESTY WEEK FROM MAY 5 THROUGH MAY 9, 2014 AND WAIVING HALF OF THE FAILURE TO APPEAR FEE (FTA).**

**SUMMARY**

This action approves amnesty week for the municipal court and waives 50% of the FTA fee. A Police roundup will follow the week of May 12 through May 16, 2014.

**STATEMENT OF THE ISSUE**

Amnesty week will give individuals an opportunity to pay warrants outstanding on a walk in basis and receive a waiver of half of the FTA fee.

**FINANCIAL IMPACT**

The Police Department might have to allow overtime for police officers enforcing the warrants the week after the amnesty period. The City will waive 50% of a fee that ranges from \$250 to \$275. Warrants outstanding total to

**ALTERNATIVE**

Not to approve amnesty week and continue sending warrant officer to enforce warrants on this week.

**STAFF RECOMMENDATION**

The Staff is recommending the approval of this item.



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Maria Reyes*  
District 1 / Mayor Pro-Tem



*Gloria M. Rodríguez*  
District 2

*Mary B. García*  
District 3

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: 06/26/**

**TO:**

**FROM: Lt. Montoya**

**SUBJECT:**

**Discussion and action to authorize the Mayor to sign interlocal agreement with the County of El Paso to implement the 2013 Stonegarden Program.**

**SUMMARY**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**Grant funds will be utilized to cover police officers overtime cost and increase police activity in the City of Socorro.**

**FINANCIAL IMPACT**

**No match is required. Grant is in the amount of \$47,056.97**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**Approve**

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
CARIN MARCY BARTH  
RANDY WATSON

September 24, 2013

The Honorable Veronica Escobar  
Judge, El Paso County  
500 E San Antonio, Rm 301  
El Paso, Texas 79901

Dear Judge Escobar:

I am pleased to inform you that the 2013 Homeland Security Grant Award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for El Paso County in the amount of \$1,800,907. This letter is being sent to you as the grant point-of-contact (POC) for El Paso County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan, an imbedded budget, and Tactical Operations Orders for each tactical operations period has been reviewed and an official notification of approval has been issued by DHS for El Paso County.

El Paso County should presently be in the process of developing, through their border area's Integrated Planning Team (IPT), the required operational documentation referenced above, and ensuring these documents are submitted to the THSSAA and your Border Patrol Sector Representative (CBP) by **October 15, 2013**. It is important that the required operational documents be submitted to CBP and THSSAA within this deadline. A timely submission will facilitate the 2013 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2013 OPSG grant program, please refer to the FY 2013 Homeland Security Program Grant Funding Opportunity Announcement (FAO) or contact Arturo O. Mendez at 512-377-0022 ([arturo.mendez@dps.texas.gov](mailto:arturo.mendez@dps.texas.gov)) or Pete H. Lara at 512-377-0025 ([pete.lara@dps.texas.gov](mailto:pete.lara@dps.texas.gov)).

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Pharr", followed by a horizontal line.

Machelle Pharr  
Deputy Assistant Director  
Texas Homeland Security State Administrative Agency

MP:phl

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**INTERLOCAL AGREEMENT**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the County of El Paso, Texas, hereinafter called "County" and the City of El Paso, Texas, hereinafter called "City." The County of El Paso, Texas, through this Interlocal Agreement, is acting on behalf of the El Paso Sheriff's Office ("EPCSO"). The City of El Paso, Texas, through this Interlocal Agreement, is acting on behalf of the El Paso Police Department ("EPPD"), the Town of Anthony, Texas is acting on behalf of the Anthony Police Department (APD), the Town of Horizon is acting on behalf of Horizon Police Department ("HPD") and the City Socorro is acting on behalf of Socorro Police Department ("SPD").

**WITNESSETH:**

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

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

**Whereas**, El Paso County through the El Paso County Sheriff's Office ("EPCSO"), wherein EPCSO is identified as the lead agency, and the City of El Paso, Texas on behalf of El Paso Police Department ("EPPD"), the Town of Anthony on behalf of the Anthony Police Department ("APD"), the City of Horizon on behalf of the Horizon Police Department ("HPD") and the City of Socorro on behalf of Socorro Police Department ("SPD") have agreed to submit a joint application to OPSG for a 2013 grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

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

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

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

**Whereas,** the County and the City of El Paso, Town of Anthony, City of Horizon and City of Socorro are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

**Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:**

1. The County will prepare and submit an application for funds under OPSG in the total amount of \$1,800,907.00 as described in Attachment A, attached hereto and incorporated herein by reference. The funds received will be allocated as described therein, or as allocated by the OPSG Grant Award, if different. If the OPSG Grant Award is less than the amount requested, and is not allocated specifically between the parties, the OPSG Grant Award will be shared proportionally in the same proportion as the funds requested as described in Attachment A. The County and each City agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in each of the named cities and County of El Paso, Texas.

2. This OPSG Grant covers two years from 2013 to 2015. This agreement is effective from October 1, 2013 to September 30, 2015. Any party may terminate its part in this agreement at any time with 30 days written notice to the other parties.

3. The City of El Paso, Town of Anthony, City of Horizon, City of Socorro agree, individually and severally, that they will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.

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

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

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

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

7. The City of El Paso, Town of Anthony, City of Horizon and City of Socorro shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the County, state, or federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records. In particular, each police department shall maintain financial and supporting documents, statistical records and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records and documents must be kept for a minimum of three years after the end of the contract period, or longer if otherwise required by law. If any litigation, claim or audit involving these records commences before the three year period expires, the named City must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

8. The County, City of El Paso, Town of Anthony, City of Horizon and City of Socorro each agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement

9. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

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

11. Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. No provision of this agreement that imposes an obligation or restriction on either party not permitted by applicable law

shall be enforceable. Therefore, this agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party under law.

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

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

14. This agreement may not be assigned by either party in whole or in part.

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

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

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

Notice shall be made to:

To the County: County Judge  
County of El Paso  
El Paso County Courthouse  
500 E. San Antonio Ave., Rm 301  
El Paso, Texas 79901

COPY TO: El Paso County Sheriff's Office  
Attention: Richard D. Wiles  
3850 Justice Drive  
El Paso, Texas 79938

CITY: City of El Paso

Attention: City Manager's Office  
Two Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, Texas 79901-1196

COPY TO: El Paso Police Department  
Attention: Office of the Chief of Police  
911 N. Raynor  
El Paso, TX 79903

TOWN Town of Anthony  
Attention: Mayor Art Franco  
401 Wildcat Drive  
Anthony, TX 79821

COPY TO: Anthony Police Department  
Attention: Chief Carlos Enriquez  
401 Wildcat Drive  
Anthony, TX 79821

CITY City of Horizon  
14999 Darrington Road  
Horizon, TX 79928

COPY TO: Horizon Police Department  
Attention: Chief Michael McConnell  
14999 Darrington Road  
Horizon City, TX 79928

CITY City of Socorro  
124 S. Horizon Blvd.  
Socorro, TX 79927

COPY TO: City of Socorro  
Attention: Acting Chief Edmundo Montoya  
670 Poona  
Socorro, TX 79927

**IN WITNESS WHEREOF**, said County of El Paso, said City of El Paso, said Town of Anthony, City of Horizon and City of Socorro have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

[Signatures Follow on Next Page]

**COUNTY OF EL PASO**

By: \_\_\_\_\_

Veronica Escobar  
County Judge

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Delia Briones  
County Clerk

Approved as to form:

\_\_\_\_\_

Assistant County Attorney

Approved as to content:

\_\_\_\_\_

Richard D. Wiles, Sheriff  
El Paso County Sheriff's Office

**CITY OF EL PASO**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Joyce Wilson  
City Manager

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

Approved as to content:

\_\_\_\_\_

Gregory Allen  
Chief of Police

**TOWN OF ANTHONY**

By: \_\_\_\_\_

Mayor  
L. Vela

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Approved as to content:

\_\_\_\_\_  
Chief of Police  
Carlos Enriquez

**CITY OF HORIZON**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Walter Miller  
Mayor

Approved as to form:

\_\_\_\_\_

Elaine Hengen  
City Attorney

Approved as to content:

\_\_\_\_\_

Michael McConnell  
Chief of Police

**CITY OF SOCORRO**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney

Approved as to content:

\_\_\_\_\_

Lt. Edmundo Montoya  
Chief Administrator

## ATTACHMENT A

### A.1 Cost Estimates/Funding Requests (Year 1):

| Adm./Logistics/<br>Budget<br>Request           | Narrative Justification (Computation of Items)  | Federal<br>Request  |
|--|---|---------------------|
| Law<br>Enforcement<br>Operational<br>Overtime: | <p><b>EPCSO: Deputy</b> @ \$45 per hr. OT avg. rate x 4 Officers x 8 hrs. x 1 shifts x 7 days x 12 months = <b>\$120,960</b><br/> <b>Supervisor</b> @ \$55 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 1 shifts x 7 days x 12 months = <b>\$36,960</b><br/> <b>EPCSO Subtotal Approximately = <u>\$157,920</u></b></p> <p><b>EPPD:</b> OT rate is \$60.00 per hour x 40 personnel x 6.17 hrs. x 6 days x 4 quarters x 1 years<br/> <b>EPPD Subtotal Approximately = <u>\$355,392</u></b><br/>                     OT-Sworn officer Overtime to enhance border security. Since size, scope and frequency of surges or operations may change throughout the year; Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in quarterly Pre-Action and After-Action Plans.</p> <p><b>HCPD:</b> Police Officer avg. \$31.57per hr. OT rate x 6 officers x 8 hrs. x 24 operations per year (or two operations/mo) x 1 years = approximately \$36,368.64<br/> <b>HCPD Subtotal Approximately = <u>\$36,368.64</u></b></p> <p><b>APD:</b> Police Officer average OT rate \$26.00<br/>                     (Approximate overtime cost of 2 officers x 3.37 hours per shift x 2 shifts per day x 6 days per month x 12 months x \$26.00 per hour) = \$25,234.56 but will charge only \$25,204.55<br/> <b>APD Subtotal Approximately = <u>\$25,204.55</u></b></p> <p><b>SPD:</b> Police Officer avg. \$35 per hr. OT rate x 4 officers x 6 hrs. x 36 operations per year = approximately \$30,240.00<br/> <b>SPD Subtotal Approximately = <u>\$30,240.00</u></b></p> | <b>\$605,125.19</b> |
| M&A Costs:                                     | <p><b>EPCSO = \$25,848 per year</b><br/>                     M&amp;A benefit costs \$25,848 x [(FICA 7.65% or \$1,977.37) + (Retirement 15.5% or \$4,006.44) + (W/C .47% or \$121.49 ) + (Unemployment.38% or \$98.22) + (Medical Insurance of \$4,524.98 per year)] = <b>\$10,728.50 per year</b><br/> <b>EPCSO M&amp;A Subtotal =<u>\$36,576.50</u></b></p> <p><b>EPPD = \$32,313 per year</b><br/>                     Approximate Fringe Cost =\$32,313 x 20% = <b>\$6,462.60</b><br/> <b>EPPD M&amp;A Subtotal =<u>\$38,775.60</u></b></p>   | <b>\$75,352.10</b>  |
| Fringe<br>Benefits<br>for Peace<br>Officers:   | <p><b>EPCSO: Deputies Benefits</b> @ (\$120,960 + \$36,960) x [(FICA 7.65% or \$12,080.88) + (Retirement15.5% or \$24,477.60) + (W/C 6.48% or \$10,233.22) + (Unemployment .38% or \$600.10)] = <b>\$47,391.80</b><br/> <b>EPCSO Subtotal Benefits Approximately = <u>\$47,391.80</u></b></p> <p><b>EPPD: Fringe Benefits</b></p>   | <b>\$156,382.26</b> |

|                        |  |                       |
|------------------------|--|-----------------------|
|                        | <p>Fringe benefit cost based on OT rates = \$355,392 x 25%<br/> <b>EPPD Subtotal Benefits Approximately = \$88,848</b></p> <p><b>HCPD:</b> \$36,368.64 x (Fica/Suta @ 7.65% or \$2,782.20) + (Retirement @10.77% or \$3,916.90) = <b>\$6,699.10</b><br/> <b>HCPD Subtotal Benefits Approximately = \$6,699.10</b></p> <p><b>APD:</b> \$25,204.55 x [(FICA 7.65% or \$1,928.15) + (Retirement 0.73% or \$183.99 ) + (W/C 6.48% or \$1,633.25) ] Approximately: \$3,745.39<br/> <b>APD Subtotal Benefits Approximately = \$3,745.39</b></p> <p><b>SPD:</b> \$30,240 x (32.07% Fringe Benefits) = \$9,697.97<br/> <b>SPD Subtotal Benefits Approximately = \$9,697.97</b></p>   |                       |
| Special Equipment:     | <p><b>EPCSO:</b><br/> Night Vision Goggles ANPVS 8 @ \$13,000= \$104,000<br/> AEL# 01UT-01-EYEP<br/> Ballistic Helmets 38 @ \$1,092.32 = \$41,508.16<br/> AEL# 01LE-01-HLMT<br/> <b>Subtotal for EPCSO = \$145,508.16</b></p> <p><b>EPPD: Subtotal for EPPD = \$-0-</b></p> <p><b>HCPD: Subtotal for HCPD: \$-0-</b></p> <p><b>APD:</b> Copsync Software (17 Officers for 12 months use).....\$20,389.80<br/> AEL # 04HW-01-INHW<br/> <b>Subtotal for APD: \$20,389.80</b></p>   | <b>\$165,897.96</b>   |
| Vehicles:<br>Fuel Cost | <p><b>EPCSO:</b> Approximate operational cost of 5 vehicles x 100 miles x 1 shifts x 7 days x 12 months = 42,000 approx. miles/yr. x .565/mi. approximately \$23,730 per year x one year = <b>\$23,730</b></p> <p><b>EPPD:</b> Vehicle use will depend on number of operations/surges throughout the year. However, the EPPD will make certain to stay within allotted budget of 25,504.42 miles per year x .565 cents per mile = \$14,410 x 1 yr. is approximately <b>\$14,410</b></p> <p><b>HCPD:</b> will use three units per operation at 30.91 miles/vehicle x 24 days x .565 = approximately \$1,257.42 but requesting <b>\$1,257.27 only</b></p> <p><b>APD:</b> Vehicle operational costs (Approximate operational cost of 2 vehicles x 52.3 miles x 2 shifts x 6 days x 12 months = 15,062.4 approx. miles/yr. x .565/mi = \$8,510.26) = <b>\$8,510.26</b></p> <p><b>SPD:</b> (Four units per operation at 80 miles per vehicle @ .565 x 36 days = approximately <b>\$6,508.80</b>) + (one unit x 60 miles per vehicle x 1.5 days per week x 12 weeks x \$.565/mile = approximately <b>\$610.20</b>) = <b>\$7,119.00</b></p> | <b>\$55,026.53</b>    |
| <b>TOTAL</b>           | <b>YEAR 1</b>  | <b>\$1,057,784.04</b> |

**A.2 Cost Estimates/Funding Requests (Year 2):**

| Adm. Logistics/<br>Budget Request     | Narrative Justification (Computation of Items)   | Federal Request     |
|---------------------------------------|--|---------------------|
| Law Enforcement Operational Overtime: | <p><b>EPCSO:</b><br/> <b>Deputy:</b> \$46.35 per hr. OT avg. rate (a 3% increase from previous yr.) x 4 Officers x 8 hrs. x 1 shifts x 7 days x 12 months = <b>\$124,588.80</b><br/> <b>Supervisor:</b> \$56.65 per hr. OT avg. rate (a 3% increase from previous yr.) x 1 Sgt. x 8 hrs. x 1 shifts x 7 days x 12 months = <b>\$38,068.80</b><br/> <b>EPCSO Subtotal (\$124,588.80 + \$38,068.80) =</b><br/> <b><u>\$162,657.60</u></b></p> <p><b>EPPD:</b><br/> OT rate is \$65.26 per hour x 40 personnel x 6.17 hrs. x 6 days x 4 quarters x 1 years = \$386,548.03 but will charge only \$386,496<br/> <b>EPPD Subtotal approximately \$386,496</b></p> <p>OT-Sworn officer Overtime to enhance border security. Since size, scope and frequency of surges or operations may change throughout the year; Lieutenant in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. The Lieutenant in charge will make certain to stay within budgeted amounts and will document progress in quarterly Pre-Action and After-Action Plans.</p> | <b>\$549,153.60</b> |
| Fringe Benefits for Peace Officers:   | <p><b>EPCSO: Deputies:</b> (\$124,588.80 + \$38,068.80) x [(FICA 7.65% or \$12,443.31) + (Retirement 16% or \$26,025.22) + (W/C 6.48% or \$10,540.21) + (Unemployment .38% or \$618.10)] = <b>\$49,626.84</b><br/> <b>EPCSO Subtotal Benefits = <u>approximately \$49,626.84</u></b></p> <p><b>EPPD: Fringe benefit cost</b><br/> <u>Fringe benefit cost based on OT rates</u><br/> \$386,496 x 25% = \$96,624<br/> <b>EPPD Subtotal Benefits = <u>approximately = \$96,624</u></b></p>  | <b>\$146,250.84</b> |
| M&A Costs:                            | <p><b>EPCSO M&amp;A Costs = \$6,785.10 three months only</b> (a 5% increase from previous yr.)<br/> <b>EPCSO M&amp;A Benefit Costs:</b> \$6,785.10 x [(FICA 7.65% or \$519.06) + (Retirement 16% or \$1,085.62) + (W/C .47% or \$31.89) + (Unemployment .38% or \$25.78) + (Medical Insurance of \$1,131.07 for three months)] = <b>\$2,793.42</b><br/> <b>EPCSO Subtotal of M&amp;A Costs = <u>\$9,578.52</u></b></p>   | <b>\$9,578.52</b>   |
| Equipment:                            |  | <b>\$-0-</b>        |
| Vehicles:<br>Fuel Cost                | <p><b>EPCSO:</b> 5 vehicles x 100 miles x 1 shifts x 7 days x 12 months = 42,000 approx. miles/yr. x .565/mi. approximately \$23,730 per year x 1 yr. is approximately= <b><u>\$23,730</u></b></p> <p><b>EPPD:</b> Vehicle use will depend on number of operations/surges throughout the year. However, the EPPD will make certain to stay within allotted budget of 25,504.42 miles per year x .565 cents per mile = \$14,410 x 1 yr. is approximately <b><u>\$14,410</u></b></p>   | <b>\$38,140.00</b>  |
| <b>TOTAL</b>                          | <b>YEAR 2</b>  | <b>\$743,122.96</b> |



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



**DATE:** April 3, 2014.

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Sam Leony, Planning and Zoning Director

**CC:** Willie Norfleet, City Manager

**SUBJECT:** Request from Verizon Wireless to place a cell tower in City's property (please see attached letter).

**LOCATION:** The proposed location for this cell tower would be within our Public Works yard, located at 241 Old Hueco Tanks Rd.

**REMARKS:** The selection of places for new cell towers is based on the radius of reception and transmissions required for the telecommunications, being our PW yard the first choice for Verizon with these conditions, their second choice is Saint Peter and Saint Paul Catholic Church.  
The proposed facility would consist of a new 65' high monopole antenna and equipment shelter, all enclosed in a 30' X 30' area. No water and sewer will be required, but access to electric and telephone will be necessary directly to Old Hueco Tanks Rd.  
Verizon Wireless offers to pay the City \$1,000/month on a long term lease, once the exact location is mutually agreed, specially a place where it does not interfere with our PW operations.

**CONSIDERATIONS:** Because of the fact that our PW yard is a facility owned and operated by a political subdivision of the State of Texas, this facility is classified as SU-1 Zone, which is the classification required by this type of projects (Ord. 76-1A, Amendment No.5), therefore, no rezoning or lot split process is required. The City of Socorro has the right to request a special design (pine or palm tree) to camouflage the appearance of the structure.

**RECOMMENDATION:** Having mentioned the above the above considerations, the Planning and Zoning Department recommends APPROVAL.



March 19 2014

Mr. Sam A. Leony  
City of Socorro, Texas  
Planning Director  
860 N. Rio Vista Road.  
Socorro, Texas 79927

Re: Verizon Wireless  
Proposal for Telecommunications Facility  
(Verizon Wireless ELP-OSLO ALT-1 241 Old Hueco Tanks Road. City of Socorro Public Works Yard)

Dear Mr. Leony:

Thank you for meeting with me last month regarding Verizon's request to work with the City of Socorro. Our firm is a real estate consultant to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Verizon Wireless") and related entities and partnerships. As I stated in my visit with you, Verizon Wireless would like to enter into a long term lease with the City of Socorro to lease ground space to erect a tower and equipment at 241 Old Hueco Tanks Road.

The proposed facility would consist of new monopole (65') and equipment shelter. We would need an area of 30' x30' in the area mutually agreed upon within the Public Works yard. No water or sewage system is required for the facility we will need access to electric and telephone which is on Old Hueco Tanks Road.

Verizon Wireless is willing to pay the City of Socorro \$1,000 per month on a long term lease. It will be necessary for Verizon Wireless consultants and employees to visit the property to conduct environmental inspections prepare a survey of the property.

We will arrange a convenient time with you to visit the property within the next month or so. I will be present along with Verizon Wireless engineers, architects, etc. We will work with you to determine an exact location for the facility and provide additional information concerning the site design, access requirement, etc. If you have a survey or the title insurance policy on the property, it would be helpful if you would have copies available at that visit. In the interim, feel free to contact me if you have questions concerning this proposal. I can be reached at:

1-505-206-0046 Cell Phone  
1-505-830-6025 Fax  
[LGutierrez@Tectonicengineering.com](mailto:LGutierrez@Tectonicengineering.com)



Mr. Sam Leony, Planning Director  
City of Socorro, Texas  
Page Two  
March 2, 2014

Thank you for all your help thus far, and I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Les F. Gutierrez".

Les F. Gutierrez, Senior Site Acquisition Manager  
Tectonic Engineering.  
3150 Carlisle Blvd NE, Suite 108  
Albuquerque, NM 87110  
505-206-0046  
[LGutierrez@Tectonicengineering.com](mailto:LGutierrez@Tectonicengineering.com)



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Maria Reyes*  
District 1 / Mayor Pro-Tem



*Gloria M. Rodriguez*  
District 2

*Mary B. Garcia*  
District 3

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** April 3, 2014.

**TO:** PLANNING AND ZONING COMMISSION

**CC:** Willie Norfleet, City Manager

**FROM:** Sam Leony, Planning and Zoning Director

**SUBJECT:** Preliminary Subdivision Plan Approval for Cielo del Rio Subdivision Unit 2, being all of Tract 1-X, Leigh Clark Survey 293, City of Socorro, Texas.

**LOCATION:** The property is located right at the intersection of Stockyard Dr. and Cielo Azul Dr., abutting the northeastern limit of the City of Socorro, with a total area of 31.0704 acres.

**OWNER:** Black Sea Acquisitions  
12660 Tierra Clara  
El Paso, TX 79938

**ENGINEER:** SITEWORK Engineering, L.L.C.

**HISTORY:** The property matter of this project has been previously used for stockyard activities, and the south portion of it has been affected by running water in previous flooding events.

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panels # 480212 0237-B & 237-B / FEMA, September 4, 1991).

This property was rezoned to R-3 (High Density Residential) on February 2, 2006.

**REMARKS:** The proposed subdivision project will have 154 residential lots with:

1. Concrete Curb and Gutters
2. Asphalt Pavement
3. Utility Services (Electricity, Sanitary Sewer, Water Lines, Fire Protection, and

- Public Illumination).
4. Ponding areas

**RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL contingent the following:

- 1) Due to the stockyard history on this property, an environmental site assessment is necessary to avoid possible exposure of the residential area.
- 2) A consistent 76' ROW alignment on Stockyard shall be maintained, keeping the same proposed ROW for Cielo del Rio Unit One.
- 3) A 2.5% of the total area shall be provided for Park.
- 4) A retaining wall, and protection for water infiltration shall be provided on lots 22 to 39 of Block 1.
- 5) Letter of service availability from the utility companies: LVWD, TGS, EPEC.
- 6) Applicable pending fees.





# PLANNING AND ZONING DEPARTMENT

## APPLICATION FOR SUBDIVISION APPROVAL

Date MAR 03 2014

### REQUIRED DOCUMENTS

1. Plat of proposed subdivision done by a registered land surveyor showing easements.
2. Title guarantee by a Certified Abstractor showing that the applicant owns or controls the proposed property and that the property is free from any liens or other encumbrances.
3. Property deed of proposed subdivision.
4. Property Tax Certificate.

Application must be completed and validated prior to subdivision processing.

Subdivision Name: CIELO DEL RIO UNIT TWO

1. Legal description of Area: TRACT 1-X, HIGH CLARK SURVEY  
No. 293, SOCORRO, El Paso County, Texas.

### 2. Proposed Land Uses:

|               | Acres  | Sites |                  | Acres  | Sites |
|---------------|--------|-------|------------------|--------|-------|
| Single Family | 20.920 | 156   | Office           |        |       |
| Duplex        |        |       | Street & Alley   | 7.183  | 2     |
| Apartment     |        |       | Ponding/Drainage | 2.967  | 4     |
| Mobile Home   |        |       | Institutional    |        |       |
| P.U.D.        |        |       | Other (Specify)  |        |       |
| Park/Pond     |        |       |                  |        |       |
| School        |        |       |                  |        |       |
| Commercial    |        |       | Total No. Sites  |        | 162   |
| Industrial    |        |       | Total Acreage    | 31.070 |       |

3. What is existing zoning of the above described property? P-3

4. Will the residential sites, as proposed, permit development in full compliance with all zoning requirements of the existing residential zone(s). Yes  No

5. Which of the following public improvements will be installed in this development:

|                            |                                     |                    |                                     |
|----------------------------|-------------------------------------|--------------------|-------------------------------------|
| Pavement                   | <input checked="" type="checkbox"/> | Water Lines        | <input checked="" type="checkbox"/> |
| Sidewalks, Curb and Gutter | <input checked="" type="checkbox"/> | Street Name Signs  | <input checked="" type="checkbox"/> |
| Storm Sewer                |                                     | Protective Fence   |                                     |
| Flood Retention Pond       | <input checked="" type="checkbox"/> | Guardrails         |                                     |
| Fire Protection            | <input checked="" type="checkbox"/> | Street Lights      | <input checked="" type="checkbox"/> |
| Survey Monuments           | <input checked="" type="checkbox"/> | U/G Electric Lines |                                     |
| Sanitary Sewer             | <input checked="" type="checkbox"/> | Other (Specify)    |                                     |

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

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

What type of electrical easements are proposed?  
 Underground \_\_\_\_\_ Overhead  Both \_\_\_\_\_

What type of cable T.V. easements are proposed?  
 Underground \_\_\_\_\_ Overhead  Both \_\_\_\_\_

8. What type of drainage is proposed?  
REGIONAL RETENTION PONDS (PUBLIC)

9. Remarks and/or explanation of special circumstances:  
 \_\_\_\_\_

10. Owner of record: BLACK SEA ACQUISITIONS LP  
12660 TIERRA CLARA, ELP, TX 79938  
Name & address Zip Phone

11. Developer: \_\_\_\_\_  
Name & address Zip Phone

12. Engineer: SITWORK ENGINEERING  
444 EXECUTIVE CTR SUITE 134, ELP TX 79902 (915) 3518033  
Name & address Zip Phone jgarcia@sitworkeng.com

Applicant's Signature: \_\_\_\_\_  
 Capacity: A. P. [Signature]



**RESOLUTION AUTHORIZING PAISANO HOUSING REDEVELOPMENT CORPORATION'S AND AFFORDABLE HOUSING VENTURES, INC.'S ACQUISITION OF AN INTEREST IN AFFORDABLE HOUSING APARTMENTS IN THE CITY OF SOCORRO, TEXAS**

**Whereas**, the City of Socorro (the “*City*”) is a Texas municipality located in El Paso County, Texas and has over 30,000 residents;

**Whereas**, the City finds that it has a need for providers of affordable housing to invest in, take an ownership interest in, manage, maintain, and/or develop high-quality affordable housing for the residents of the City;

**Whereas**, Paisano Housing Redevelopment Corporation (“*PHRC*”), is a Texas nonprofit corporation and public facility corporation under Chapters 303 and 392 of the Texas Local Government Code, and, in such capacity, is dedicated on behalf of its sponsor, the Housing Authority of the City of El Paso (the “*Sponsor*”), to provide charitable and public affordable housing to residents in the El Paso area;

**Whereas**, PHRC desires to acquire a general partnership interest in and, thereafter work in conjunction with an affiliate company, Affordable Housing Ventures, Inc. (“*AHV*”), to hold a partnership interest in and manage the following three existing low income housing tax credit apartment developments in the City: (1) the Mision Del Valle Townhomes, a 16-unit complex located at 621 Dindinger, Socorro, Texas 79927; (2) the Tierra Socorro Apartments, a 64-unit complex located at 560 Three Missions Dr., Socorro, Texas 79924, and (3) the Mission Pass Apartments, a 36-unit complex located at 633 Dindinger, Socorro, Texas 79927 (collectively, the “*Apartments*”):

**Now, therefore**, the City Council issues the following resolution in accordance with the Texas Government Code Chapter 791 and Texas Local Government Code § 392.107(b):

1. There is a need for PHRC, in conjunction with AHV, as nonprofit corporations and public facility corporations under Chapter 303 of the Texas Local Government, created by its Sponsor organized under Chapter 392 of the Texas Local Government Code to exercise its powers to provide safe, secure and affordable housing within the City;
2. That the attached Cooperation Agreement between the City, on the one hand, and PHRC and AHV, on the other hand, is approved and may be signed by the City Manager on behalf of the City.

Signed this \_\_\_\_ day of March, 2014.

City of Socorro, Texas

\_\_\_\_\_  
City Manager

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR AN INVESTMENT, IMPROVEMENT, MANAGEMENT AND MAINTENANCE**  
**OF EXISTING RESIDENTIAL APARTMENTS IN THE CITY OF SOCORRO, TEXAS**

This is an Interlocal Cooperation Agreement pursuant to Texas Government Code Chapter 791 and Texas Local Government Code § 392.107(b) (the “*Cooperation Agreement*”) by and between the City of Socorro, Texas (the “*City*”) and Paisano Housing Redevelopment Corporation and its sponsor and affiliates (collectively, “*PHRC*”).

**Recitals**

**Whereas**, the City is a Texas municipality located in El Paso County, Texas and has over 30,000 residents and the City finds that it has a need for providers of affordable housing to invest in, take an ownership interest in, manage, maintain, and/or develop well-maintained housing for the residents of the City;

**Whereas**, PHRC is a Texas nonprofit corporation and public facility corporation under Chapters 303 and 392 of the Texas Local Government Code and, in such capacity, is dedicated on behalf of its sponsor, the Housing Authority of the City of El Paso (the “*Sponsor*”), to provide charitable and affordable housing in the El Paso area;

**Whereas**, PHRC desires to acquire an ownership interest in and, in conjunction with an affiliate company, Affordable Housing Ventures Inc. (“*AHV*”), hold a partnership interest in and manage the following three low-income housing tax credit apartment complexes in the City: (1) the Mision Del Valle Townhomes, a 16-unit complex located at 621 Dindinger, Socorro, Texas 79927; (2) the Tierra Socorro Apartments, a 64-unit complex located at 560 Three Missions Dr., Socorro, Texas 79924, and (3) the Mission Pass Apartments, a 36-unit complex located at 633 Dindinger, Socorro, Texas 79927 (collectively, the “*Apartments*”); and

**Whereas**, the City and PHRC find that it would be to the benefit of both the City and its residents, as well as for PHRC, for PHRC and AHV to invest in, take an ownership interest in, arrange for the management of, and be hereafter involved in the Apartments, on the terms set forth herein.

**Terms of Cooperation**

The terms of this Cooperation Agreement are limited to the following: The City agrees to recognize PHRC’s and AHV’s power and authority to invest in, take an ownership interest in, arrange for the management of, and ensure the maintenance of the Apartments within the City, and in return, PHRC and AHV agree to ensure that the Apartments are well-maintained, safe, secure, clean and provide housing opportunities to individuals of all income levels, including low-income and very-low-income residents of the City, in accordance with applicable laws, regulations, and contractual agreements governing the Apartments.

(Signatures on next page)

Signed this \_\_\_\_ day of March, 2014.

CITY OF SOCORRO

By: \_\_\_\_\_  
City Manager

PAISANO HOUSING REDEVELOPMENT  
CORPORATION

and

AFFORDABLE HOUSING VENTURES, INC.

By: \_\_\_\_\_

# CITY OF SOCORRO

PAISANO HOUSING REDEVELOPMENT CORPORATION'S  
ACQUISITION IN AFFORDABLE HOUSING APARTMENTS



# PAISANO HOUSING REDEVELOPMENT CORPORATION (“PHRC”)

- ❖ PHRC is a Texas nonprofit corporation and public facility corporation under Chapters 303 and 392 of the Texas Local Government Code
- ❖ PHRC is dedicated to provide charitable and public affordable housing to residents in the City of Socorro
- ❖ There is a need for PHRC to exercise its powers to provide safe, secure and affordable housing within the City of Socorro

# PHRC'S ACQUISITION

- ❖ PHRC desires to hold a partnership interest in and manage the following three existing low income housing tax credit apartment developments:
  - ❖ Mision Del Valle Townhomes: a 16-unit complex
  - ❖ Tierra Socorro Apartments: a 64-unit complex
  - ❖ Mission Pass Apartments: a 36-unit complex

# MISION DEL VALLE TOWNHOMES



# TIERRA SOCORRO APARTMENTS



# MISSION PASS APARTMENTS





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, 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, prior to releasing an animal to the owner, 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.

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.

6.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the City of Socorro, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2014, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Socorro at the rate described in the present Agreement, and the City of Socorro shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

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, excluding the services described in Section 6.1. 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 1<sup>st</sup> day of September 2013 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 7.1 does not include the services described in Section 6.1.

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.

8. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, P.O. 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.

9.1 *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.

9.2 *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. Each party reserves, and does not waive, its rights of sovereign immunity and

rights under the Texas Tort Claims Act. There are no third party beneficiaries under this Agreement.

9.3 *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.

9.4 *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, NEITHER PARTY WILL BE LIABLE TO THEY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER 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 EITHER PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

9.5 *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

All payments by the City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, the City of Socorro shall have no obligation to pay or perform any services related herein to the City of El Paso for the City of Socorro's fiscal year during which time such funding is not available or appropriated. Should the City of Socorro experience a funding unavailability related to the services described in this Agreement, the City of Socorro shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 11. In the event that the City of Socorro notifies the City of El Paso that the City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

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 \_\_\_\_\_, 2014.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert Resendes, MBA, MT(ASCP), CLS(RI)  
Director, 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 \_\_\_\_\_, 2014.

**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

|  | Total Operational Cost | El Paso            | Anthony         | Clint            | Horizon          | Socorro          | Wilton           | County           | Grand Total        |
|--|------------------------|--------------------|-----------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Environment - Food                         | \$5,336                | 4,375              | 34              | 6                | 113              | 216              | 13               | 639              | \$5,336            |
| Animal Svc - Deleier                       | \$0                    |                    |                 |                  |                  |                  |                  |                  |                    |
| STD/HIV/AIDS Clinics                       | \$154,436              | 125,208            | 967             | 179              | 3,228            | 6,175            | 380              | 18,299           | \$154,436          |
| Dental Clinic                              | \$750,459              | 608,431            | 4,697           | 868              | 15,686           | 30,006           | 1,847            | 86,923           | \$750,459          |
| Neighborhood Health Centers                | \$134,789              | 109,279            | 844             | 186              | 2,817            | 5,389            | 332              | 15,971           | \$134,789          |
| Laboratory                                 | \$935,851              | 758,737            | 5,857           | 1,082            | 19,561           | 37,419           | 2,304            | 110,891          | \$935,851          |
| Epidemiology                               | \$284,011              | 230,260            | 1,778           | 328              | 5,936            | 11,356           | 699              | 33,653           | \$284,011          |
| Health Education Programs                  | \$344,618              | 279,398            | 2,157           | 399              | 7,203            | 13,779           | 848              | 40,834           | \$344,618          |
| TDH Immunization                           | \$598,221              | 465,005            | 3,744           | 992              | 12,504           | 23,919           | 1,473            | 70,884           | \$598,221          |
| TB Outreach (less 5%)                      | \$176,341              | 142,968            | 1,104           | 204              | 3,666            | 7,051            | 434              | 20,895           | \$176,341          |
| HIV Prevention                             | \$175,544              | 142,321            | 1,099           | 203              | 3,669            | 7,019            | 432              | 20,800           | \$175,544          |
| PDNHF Two Should Know                      | \$60,737               | 49,282             | 380             | 70               | 1,271            | 2,430            | 150              | 7,203            | \$60,737           |
| DSH-S TB Prevention/Control                | \$337,651              | 273,757            | 2,113           | 391              | 7,058            | 13,501           | 831              | 40,010           | \$337,651          |
| Child Injury Prevention                    | \$0                    |                    |                 |                  |                  |                  |                  |                  |                    |
| DSH-S Regional Planning (ORAS)             | \$65,549               | 53,954             | 417             | 77               | 1,391            | 2,661            | 164              | 7,885            | \$65,549           |
| TDH Bur of Women & Children                | \$107,593              | 87,230             | 673             | 124              | 2,249            | 4,302            | 265              | 12,749           | \$107,593          |
| Fees (Title V - Dental)                    | \$217,202              | 176,096            | 1,359           | 251              | 4,540            | 8,685            | 535              | 25,737           | \$217,202          |
| STD/HIV - federal                          | \$102,773              | 83,323             | 643             | 119              | 2,148            | 4,109            | 253              | 12,178           | \$102,773          |
| Bio Terrorism-Lab                          | \$27,550               | 22,336             | 172             | 32               | 576              | 1,102            | 68               | 3,254            | \$27,550           |
| HIV/Surv Federal DSHS                      | \$147,652              | 119,708            | 924             | 171              | 3,086            | 5,904            | 363              | 17,496           | \$147,652          |
| OPHP/Bio Terrorism                         | \$100,583              | 81,547             | 650             | 116              | 2,102            | 4,022            | 248              | 11,918           | \$100,583          |
| 211 Area Information Center                | \$72,348               | 58,655             | 453             | 84               | 1,512            | 2,893            | 178              | 8,573            | \$72,348           |
| HEAL                                       | \$63,877               | 51,788             | 400             | 74               | 1,335            | 2,554            | 157              | 7,659            | \$63,877           |
| Abstinence                                 | \$1,224,550            | 952,799            | 7,654           | 1,415            | 25,595           | 48,982           | 3,015            | 145,099          | \$1,224,550        |
| WIC Administration                         | \$155,277              | 125,890            | 972             | 180              | 3,246            | 6,209            | 382              | 18,399           | \$155,277          |
| WIC Breastfeeding                          | \$322,618              | 261,561            | 2,019           | 373              | 6,743            | 12,900           | 794              | 38,227           | \$322,618          |
| WIC Nutrition Education                    | \$0                    |                    |                 |                  |                  |                  |                  |                  |                    |
| NEW PROGRAMS                               | \$0                    |                    |                 |                  |                  |                  |                  |                  |                    |
| Laboratory Response Network                | \$46,545               | 39,357             | 304             | 56               | 1,015            | 1,941            | 120              | 5,752            | \$46,545           |
| PDN Tobacco                                | \$54,830               | 44,453             | 343             | 63               | 1,146            | 2,192            | 135              | 6,497            | \$54,830           |
| Infectious Disease Control                 | \$2,077                | 1,684              | 13              | 2                | 43               | 83               | 5                | 246              | \$2,077            |
| <b>Total Department of Public Health</b>   | <b>\$6,672,136</b>     | <b>\$5,409,405</b> | <b>\$41,759</b> | <b>\$7,717</b>   | <b>\$139,460</b> | <b>\$266,778</b> | <b>\$16,425</b>  | <b>\$790,563</b> | <b>\$6,672,136</b> |
| <b>Allocation by Percent of Population</b> | <b>\$6,672,136</b>     | <b>81.07%</b>      | <b>0.63%</b>    | <b>0.12%</b>     | <b>2.09%</b>     | <b>4.00%</b>     | <b>0.25%</b>     | <b>11.85%</b>    | <b>100%</b>        |
| <b>Percent of Total Population</b>         | <b>100.00%</b>         | <b>649,121</b>     | <b>5,011</b>    | <b>926</b>       | <b>16,735</b>    | <b>32,013</b>    | <b>1,571</b>     | <b>94,870</b>    | <b>800,647</b>     |
| <b>FY13 Activity Allocation</b>            | <b>\$5,357,273</b>     | <b>5,085,651</b>   | <b>28,329</b>   | <b>11,516</b>    | <b>100,777</b>   | <b>249,550</b>   | <b>24,952</b>    | <b>448,458</b>   | <b>\$5,967,273</b> |
| <b>Difference + or (-)</b>                 | <b>\$714,863</b>       | <b>\$313,754</b>   | <b>\$15,430</b> | <b>(\$3,799)</b> | <b>\$38,683</b>  | <b>\$17,228</b>  | <b>(\$8,527)</b> | <b>\$342,095</b> | <b>\$714,863</b>   |

**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

| <b>FY14</b>                  | El Paso          | Anthony       | Clint         | Horizon       | Socorro        | El Paso County | Total<br>Operational<br>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                      |
| <b>Grand Total</b>           | <b>5,542,558</b> | <b>41,017</b> | <b>27,125</b> | <b>26,598</b> | <b>188,216</b> | <b>387,910</b> | <b>6,213,424</b>             |
| <b>Percent of Total Cost</b> | <b>89.20%</b>    | <b>0.66%</b>  | <b>0.44%</b>  | <b>0.43%</b>  | <b>3.03%</b>   | <b>6.24%</b>   | <b>100.00%</b>               |

| <b>FY13</b>                  | El Paso          | Anthony       | Clint         | Horizon       | Socorro        | El Paso County | Total<br>Operational<br>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                      |
| <b>Grand Total</b>           | <b>4,202,635</b> | <b>29,578</b> | <b>40,495</b> | <b>47,603</b> | <b>187,067</b> | <b>347,894</b> | <b>4,855,273</b>             |
| <b>Percent of Total Cost</b> | <b>86.56%</b>    | <b>0.61%</b>  | <b>0.83%</b>  | <b>0.98%</b>  | <b>3.85%</b>   | <b>7.17%</b>   | <b>100.00%</b>               |

|                             |                  |               |                 |                 |              |               |                  |
|-----------------------------|------------------|---------------|-----------------|-----------------|--------------|---------------|------------------|
| <b>Change by Government</b> | <b>1,339,923</b> | <b>11,439</b> | <b>(13,370)</b> | <b>(21,005)</b> | <b>1,149</b> | <b>40,016</b> | <b>1,358,152</b> |
|-----------------------------|------------------|---------------|-----------------|-----------------|--------------|---------------|------------------|

**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 it shall report to CITY OF EL PASO **within two (2) days of discovery** any use or disclosure of 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.

*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: 03/26/2014**

**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Agenda item regarding evaluation procedures for City Manager Willie Norfleet**

### **SUMMARY**

**The contract for City Manager Willie Norfleet was just approved and I feel that we need to put in a procedure on how to evaluate Mr. Norfleet. The extension of the contract will allow Mr. Norfleet to be with the City of Socorro through 2016. This means that this Council will hopefully remain the same one until then. We need to determine a way to evaluate the performance that Mr. Norfleet has over the next two years so that we can make a sound decision in two years. We can go ahead and evaluate Mr. Norfleet twice a year or four times a year.**

### **BACKGROUND**

n/a

### **STATEMENT OF THE ISSUE**

**We currently do not have a procedure in place on how to evaluate the performance of Mr. Norfleet.**

**FINANCIAL IMPACT**

**None**

**ALTERNATIVE**

**Continue to not have a procedure on how to evaluate Mr. Norfleet**

**COUNCIL MEMBER RECOMMENDATION**

**I recommend that Council votes to either approve an evaluation of Mr. Norfleet and that we do this either semi annually or quarterly.**

*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: 03/26/2014**

**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Agenda item regarding street overlay project**

### **SUMMARY**

**The City Council approved a plan to use the \$2 million in CO's that we have remaining. Part of that plan was to spend \$100,000 in every district for street overlays. We agreed to do one subdivision at a time so that we were consistent and our crews would not waste time going back and forth. Since then, we have not taken any action on it and no one has submitted the streets that they would like to see paved. We have the contract for the asphalt out and should be done by this month. We need to decide what streets will be paved so that we can move forward with this project.**

### **BACKGROUND**

n/a

### **STATEMENT OF THE ISSUE**

**We currently do not have any subdivisions selected to have their streets paved**

### **FINANCIAL IMPACT**

**\$100,000 per district**

**ALTERNATIVE**

Not move forward with the project

**COUNCIL MEMBER RECOMMENDATION**

**I recommend that Council set a deadline on when to vote on what streets will be paved. We need to move forward with this project and allow our crews to pave before the summer rolls around.**

*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: 03/13/2014**

**TO: Sandra Hernandez**

**FROM: Jesus Ruiz**

**SUBJECT: Approving City Manager Contract with corrected salary**

### **SUMMARY**

During the previous meeting, Council approved the contract with City Manager Willie Norfleet. We stated that we wanted to keep the salary at his current salary. The number \$135,000 was said to be current salary of Mr. Norfleet, but the motion did not include this number. However, the actual number of his contract is \$139,984. Mr. Norfleet did have his original contract at \$135,000, but he was given a raise in January, 2013 by the previous administration. The budget for this year shows the correct amount as well. To prevent any confusion for the constituents, we should reapprove the contract and say the actual number.

### **BACKGROUND**

Same as above

### **STATEMENT OF THE ISSUE**

n/a

**FINANCIAL IMPACT**

**The contract total is \$139,984**

**ALTERNATIVE**

**None**

**COUNCIL MEMBER RECOMMENDATION**

**Approve the contract and state in the motion the actual amount**



CITY MANAGER

|       |                                 | ACTUAL<br>EXPENDITURES<br>FY2010-2011 | ACTUAL<br>EXPENDITURES<br>FY2011-2012 | ORIGINAL<br>BUDGET<br>FY2012-2013 | REVISED<br>BUDGET<br>FY2012-2013 | PROPOSED<br>BUDGET<br>FY2013-2014 |
|-------|---------------------------------|---------------------------------------|---------------------------------------|-----------------------------------|----------------------------------|-----------------------------------|
| 05101 | Salaries                        | 358,506                               | 435,947                               | 212,746                           | 230,364                          | 193,478                           |
| 05103 | Overtime                        |                                       |                                       | 800                               | 800                              | 800                               |
| 05111 | FICA/Medicare Taxes             | 41,289                                | 50,052                                | 16,336                            | 17,685                           | 14,861                            |
| 05112 | T.W.C. Payroll Taxes            | 1,647                                 | 6,948                                 | 810                               | 1,571                            | 810                               |
| 05113 | Health Insurance Premiums       | 27,542                                | 5,567                                 | 18,181                            | 16,165                           | 18,181                            |
| 05114 | Workers Compensation Insurance  | 1,677                                 | 6,045                                 | 10,637                            | 724                              | 780                               |
| 05115 | Deferred Compensation Benefits  | 75                                    | 3,824                                 | 7,200                             | 7,200                            | 7,200                             |
| 05116 | Life Insurance                  | 224                                   | 563                                   | 552                               | 1,052                            | 382                               |
| 05117 | Dental Insurance Expense        | -16,164                               | 1,958                                 | 780                               | 703                              | 564                               |
| 05118 | Vision Insurance Expense        | -3,559                                | 394                                   | 180                               | 160                              | 180                               |
|       | <b>Total Personnel Cost</b>     | <b>411,237</b>                        | <b>511,299</b>                        | <b>268,222</b>                    | <b>276,424</b>                   | <b>237,236</b>                    |
| 05201 | Office Expense and Supplies     | 16,541                                | 16,238                                | 5,000                             | 15,300                           | 10,000                            |
| 05211 | Postage                         | 1,437                                 | 1,649                                 | 1,500                             | 1,396                            | 2,000                             |
| 05310 | Building Modifications/ADA      | 6,321                                 | 4,494                                 | 1,000                             | 1,000                            | 500                               |
| 05311 | Building & Property Maintenance | 5,093                                 | 1,340                                 | 1,200                             | 3,375                            | 3,000                             |
| 05313 | Utilities                       | 4,499                                 | 4,612                                 | 5,000                             | 5,000                            | 5,000                             |
| 05314 | Telephone                       | 18,155                                | 17,141                                | 13,500                            | 13,500                           | 11,000                            |
| 05411 | Legal Fees                      | 393,448                               | 477,424                               | 275,000                           | 446,527                          | 275,000                           |
| 05510 | Property Insurance              | 17,359                                | 18,044                                | 18,000                            | 3,000                            | 3,000                             |
| 05511 | Advertising/Drug Testing        | 27,662                                | 20,074                                |                                   |                                  |                                   |
| 05512 | Audit Fees                      | 24,500                                | 24,500                                |                                   |                                  |                                   |
| 05513 | Central Appraisal Fees          | 50,658                                | 53,264                                | 60,000                            |                                  |                                   |
| 05515 | County Elections                | 8,501                                 | 13,403                                |                                   |                                  |                                   |
| 05516 | Dues/Subscriptions              | 12,904                                | 9,973                                 | 1,335                             | 4,735                            | 1,335                             |
| 05517 | Bank Charges                    | 18,335                                | 22,006                                |                                   | 0                                |                                   |
| 05518 | Liability Insurance             | 93,264                                | 161,823                               | 113,300                           | 63,300                           | 63,300                            |
| 05520 | Service Contracts               | 146,862                               | 199,972                               | 130,000                           | 212,000                          | 90,786                            |
| 05521 | Support Activities              | 4,590                                 | 4,305                                 | 5,000                             | 5,000                            | 5,000                             |
| 05522 | Tax Collector Fees              | 2,413                                 | 9,292                                 |                                   |                                  |                                   |
| 05523 | Equipment Rental/Lease          | 5,459                                 | 4,679                                 | 6,000                             | 6,000                            | 6,000                             |
| 05527 | Seminars/Training/Workshops     | 4,827                                 | 5,253                                 | 3,000                             | 3,000                            | 600                               |
| 05530 | Finance Charges                 | 25                                    | 9                                     |                                   |                                  |                                   |
| 05532 | Miscellaneous Expense           | 80                                    |                                       |                                   |                                  |                                   |
| 05533 | Travel/Mileage/Per Diem         | 324                                   |                                       |                                   |                                  |                                   |
| 05538 | Late Charge                     | 194                                   |                                       |                                   |                                  |                                   |
| 05539 | Discretionary Fund-Mayor        | 10,283                                | 1,751                                 |                                   |                                  |                                   |
| 05540 | Discretionary Fund-District 2   | 6,541                                 | 7,573                                 |                                   |                                  |                                   |
| 05541 | Discretionary Fund-District 1   | 8,348                                 | 2,901                                 |                                   |                                  |                                   |
| 05542 | Discretionary Fund-District 3   | 2,725                                 | 6,542                                 |                                   |                                  |                                   |
| 05543 | Discretionary Fund-District 4   | 10,447                                | 11,725                                |                                   |                                  |                                   |
| 05544 | Discretionary Fund-At Large     | 8,214                                 | 5,073                                 |                                   |                                  |                                   |
| 05546 | Marketing Exp                   |                                       |                                       |                                   | 63,138                           | 20,000                            |
| 05612 | Vehicle Repair & Maintenance    | 360                                   | 10                                    |                                   |                                  |                                   |
| 05613 | Equipment Repair & Maintenance  | 22,944                                | 3,939                                 | 10,000                            | 5,000                            | 6,000                             |
| 05614 | Vehicle Fuel                    | 220                                   | 162                                   |                                   |                                  |                                   |
| 05711 | Travel/Mileage/Per Diem         | 19,262                                | 37,189                                | 6,000                             | 19,250                           | 10,000                            |
| 05810 | Property and Equipment          | 7,219                                 | 1,001                                 | 2,000                             | 12,500                           | 10,000                            |
| 05900 | Emergency Aid and Assistance    |                                       |                                       | 2,000                             | 5,000                            | 5,000                             |
| 05911 | Contingency                     |                                       | 12,559                                | 5,000                             | 5,000                            | 5,000                             |
| 06450 | Administrative Match            |                                       | 18,652                                |                                   |                                  |                                   |
| 07600 | Tourism General Expense         |                                       |                                       |                                   |                                  |                                   |
| 08000 | Settlements                     | 1,500                                 | 31,576                                | 25,000                            | 25,000                           |                                   |
|       | <b>Total Operational Cost</b>   | <b>961,514</b>                        | <b>1,210,148</b>                      | <b>688,835</b>                    | <b>918,021</b>                   | <b>532,521</b>                    |
|       | <b>TOTAL EXPENSES</b>           | <b>1,372,751</b>                      | <b>1,721,447</b>                      | <b>957,057</b>                    | <b>1,194,445</b>                 | <b>769,757</b>                    |



**CITY OF SOCORRO**  
**City Manager**  
**FY 10/1/13 - 9/30/14**

| Employees            | DEPT  | Position                 | Annual Salary     | Hourly Salary   | FICA          | SUTA       | Health Ins Annually | Dental Ins Annually | Vision Ins Annually | Life Ins Annually | W/C        | Sub Totals     |
|----------------------|-------|--------------------------|-------------------|-----------------|---------------|------------|---------------------|---------------------|---------------------|-------------------|------------|----------------|
| Willie Norfleet, Jr. | CM    | City Manager             | \$ 139,984        | \$ 67.30        | 10,709        | 270        | 6,060               | 260                 | 60                  | 208               | 188        | 157,739        |
| Omar Guevara         | IT    | IT Specialist            | \$ 30,000         | \$ 14.42        | 2,295         | 270        | 6,060               | 260                 | 60                  | 87                | 188        | 39,220         |
| Vacant               | Admin | Administrative Assistant |                   |                 |               |            |                     |                     |                     |                   |            |                |
| Norma Olague         | Admin | Receptionist             | \$ 23,504         | \$ 11.30        | 1,798         | 270        | 6,060               | 260                 | 60                  | 87                | 188        | 32,228         |
| <b>TOTALS:</b>       |       |                          | <b>\$ 193,488</b> | <b>\$ 93.02</b> | <b>14,802</b> | <b>810</b> | <b>18,181</b>       | <b>780</b>          | <b>180</b>          | <b>382</b>        | <b>564</b> | <b>229,187</b> |

OT (1%) 800  
 FICA ON OT 60  
**\$ 230,047**

**39. 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.***

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

***WILLIE NORFLEET, JR.***

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *delete items 38-40*. Motion carried unanimously. Motion passed 3-0.

**41. DISCUSSION AND ACTION ON EVALUATION OF CITY MANAGER.**

***WILLIE NORFLEET, JR.***

A motion was made by Gloria M. Rodriguez, seconded by Jesus Gandara, Jr. to *approve evaluation of city manager and authorize city manager to process budget amendment to grant city manager annual salary increase of \$5,000.00*. Motion carried unanimously. Motion passed 3-0.

**42. DISCUSSION AND ACTION REGARDING PREVIOUS MAYOR TRINI LOPEZ'S FINANCIAL INTEREST IN CONTRACT WITH CITY OF SOCORRO AND POSSIBLE RESOLUTION PERTAINING TO ISSUE.**

***WILLIE NORFLEET, JR.***

A motion was made by Jesus Gandara, Jr., seconded by Guillermo Madrid, Jr. to *approve resolution pertaining to Trini Lopez*. Motion carried unanimously. Motion passed 3-0.

**43. DISCUSSION AND ACTION REGARDING COLLECTION OF MONIES OWED TO THE CITY OF SOCORRO BY PREVIOUS MAYOR TRINI LOPEZ.**

***WILLIE NORFLEET, JR.***

A motion was made by Jesus Gandara, Jr., seconded by Guillermo Madrid, Jr. to *commission investigation to go back to previous years to monies owed by Mayor Trini Lopez*. Motion carried unanimously. Motion passed 3-0.

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *reconsider consent agenda*. Motion carried unanimously. Motion passed 3-0.

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *approve consent agenda with exclusion of item 19 and move item 19 to regular agenda*. Motion carried unanimously. Motion passed 3-0.

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *delete item 19*. Motion carried unanimously. Motion passed 3-0.

**44. ADJOURN**

A motion was made by Gloria M. Rodriguez, seconded by Jesus Gandara, Jr. to *adjourn at 10:00 p.m.* Motion carried unanimously. Motion passed 3-0.



*Mary B. Garcia, Mayor Pro-Tem*



*Sandra Hernández, City Clerk*

1-17-13

*Date when minutes were approved*

*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: 03/13/2014**

**TO: Sandra Hernandez**

**FROM: Rene Rodriguez**

**SUBJECT: Requesting itemized invoices from our independent contractors**

### **SUMMARY**

The City of Socorro currently has four independent contractors; the City Attorney, the City Judge, our Grant Writer, and our Public Relations Coordinator. Our City Attorney currently gets paid on an hourly basis and submits an invoice every month stating what he worked on and how many hours were worked. Our three remaining contractors get paid a set amount every month, but only our Public Relations Coordinator submits an invoice letting us know what he worked on and how many hours he spent on each item. I suggest that we request that all of our contractors do this so that we may be able to see the exact nature of their work. I believe this will help both parties as we are able to see where our money is going and they get to provide us with proof and information of their activities as supporting documentation.

### **BACKGROUND**

Same as above

### **STATEMENT OF THE ISSUE**

n/a

**FINANCIAL IMPACT**

**none**

**ALTERNATIVE**

**None**

**COUNCIL MEMBER RECOMMENDATION**

**Request all of our contractors to submit itemized invoices**