

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2 / Mayor-Pro Tem

*Victor Perez*  
District 3

*Vacant*  
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 18<sup>th</sup> DAY OF DECEMBER, 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.)

**PRESENTATION**

5. **Presentation** by City Manager regarding the 2014 Annual Report.

*Willie Norfleet, Jr.*

**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 November 20, 2014. *Sandra Hernandez*
8. *Approval* to award informal bid solicitation for the purchase of television production equipment to Resident Technology in the amount of \$12,702.81. *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**

9. *Public Hearing* of amendment #5 to Ordinance 186 relating to Civil Service Commission of the City of Socorro, Texas. *Bruce A. Koehler*
10. *Second Reading and Adoption* of amendment #5 to Ordinance 186 relating to Civil Service Commission of the City of Socorro, Texas. *Bruce A. Koehler*
11. *Public Hearing* of Ordinance 358, an Ordinance of the City of Socorro, Texas, regulating and declaring a nuisance the collection of water in a manner in which mosquitoes breed or are likely to breed and creating an offense. *James A. Martinez*
12. *Second Reading and Adoption* of Ordinance 358, an Ordinance of the City of Socorro, Texas, regulating and declaring a nuisance the collection of water in a manner in which mosquitoes breed or are likely to breed and creating an offense. *James A. Martinez*

**13. *Public Hearing*** of Ordinance 359, an Ordinance changing the zoning of Tract 3-D-1-A, Block 27, Socorro Grant, from C-1 (Light Commercial) to C-2 (General Commercial). The Planning and Zoning Department recommends approval.

***Sam Leony***

**14. *Second Reading and Adoption*** of Ordinance 359, an Ordinance changing the zoning of Tract 3-D-1-A, Block 27, Socorro Grant, from C-1 (Light Commercial) to C-2 (General Commercial). The Planning and Zoning Department recommends approval.

***Sam Leony***

#### **CITY CLERK DEPARTMENT**

**15. *Discussion and action*** to approve payment to Key to City Manufacturing Co. in the amount of \$639.35.

***Sandra Hernandez***

#### **FINANCE DEPARTMENT**

**16. *Discussion and action*** on approving the updated Purchasing Policy.

***Karina Hagelsieb***

**17. *Discussion and action*** on approving the updated Travel Policy.

***Karina Hagelsieb***

#### **POLICE DEPARTMENT**

**18. *Discussion and action*** to authorize the Mayor, City Attorney, and Chief of Police to sign a Memorandum of Understanding with Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Office of the Special Agent in Charge for El Paso, Texas, dated December 18, 2014, for the purpose of the reimbursement of costs incurred by the City of Socorro Police Department in providing resources to joint operations/task forces.

***Chief Carlos Maldonado***

**19. *Discussion and action*** to authorize the Mayor, City Attorney, and Chief of Police to sign an Interlocal Agreement with the County of El Paso, the City of El Paso, the City of Anthony, and the City of Horizon, Texas between said parties dated October 20, 2014, relating to the implementation of the 2014 Stonegarden Grant.

***Chief Carlos Maldonado***

**20. *Discussion and action*** to authorize the Chief of Police the authority to send a police officer to the National Forensic Academy for Training, upon notification of a vacancy from the Director of the National Forensic Academy in Oak Ridge, Tennessee.

***Chief Carlos Maldonado***

## **RECREATIONAL CENTER DEPARTMENT**

21. ***Discussion and action*** regarding reimbursement to Mission Trail Association.

***Victor Reta***

## **PUBLIC WORKS DEPARTMENT**

22. ***Discussion and action*** to award Request for Qualifications (RFQ) No. 14-009 Specifications for Texas Pollutant Discharge Elimination System (TPDES) Phase II Small Municipal Separate Storm Sewer System (MS4) Technical Support to ESS, Environmental and Safety Solutions, to negotiate contract, and to authorize the City Manager or his designee to execute a services agreement and other documents necessary to engage the consultant and complete its work. ***Douglas Lobdell, Jr.***

23. ***Discussion and action*** to approve the purchase of herbicide for the Public Works Department. ***Douglas Lobdell, Jr.***

## **PLANNING AND ZONING DEPARTMENT**

24. ***Discussion and action*** on the approval of the conditional use permit for a car lot, body shop, and impound lot for Lot 1, Block 1, Lopez and Ervin Subdivision at 339 N. Moon Road. The Planning and Zoning Commission did not make a recommendation. ***Sam Leony***

25. ***Discussion and action*** on the approval of the conditional use permit to sell beer and wine for Tract 4-D-13, Block 3, Socorro Grant at 657 Horizon Boulevard Suites A, B, and C. The Planning and Zoning Commission recommends approval. ***Sam Leony***

26. ***Discussion and action*** on the approval of the conditional use permit for a community home with religious activities for Lot 18, Block 1, Aljo Estates at 134 Tanton Road. The Planning and Zoning Commission recommends approval. ***Sam Leony***

## **CITY MANAGER**

27. ***Discussion and action*** to award Bid No. 14-008, Data (Fiber Optics) and Voice Services, to AT&T in the amount of \$4,200 per month with a three year contract. ***Omar Guevara***

28. ***Discussion and action*** on approving the unaudited General Fund Budget vs Revenues and Expenditure Report for the period ending November 30, 2014. ***Willie Norfleet, Jr.***

29. ***Discussion and action*** on Request for Qualifications to hire an engineering firm to develop the design for sidewalks at the Federal Government Standards and conduct environmental for the City of Socorro. ***Willie Norfleet, Jr.***

### MAYOR AND CITY COUNCIL

30. *Discussion and action* on directing City Manager to work with staff to provide a report on the possibility of adding more light poles to City parks. **Mayor Jesus Ruiz**
31. *Discussion* regarding street selection process. **Mayor Jesus Ruiz**
32. *Discussion and action* to prioritize streets given a rating of 4 and 5 for the 2015 Street Overlay Project. **Mayor Jesus Ruiz**
33. *Discussion and action* on request by Congressman Elect Will Hurd to use office space in the administration building of the City of Socorro. **Mayor Jesus Ruiz**
34. *Discussion and action* regarding Mauro Rosas Park. **Mayor Jesus Ruiz**

### EXECUTIVE SESSION

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

Section 551.071 CONSULTATIONS WITH ATTORNEY  
Section 551.072 DELIBERATION REGARDING REAL PROPERTY  
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT  
Section 551.074 PERSONNEL MATTERS  
Section 551.076 DELIBERATION REGARDING SECURITY  
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

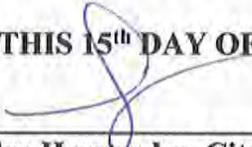
#### *Discussion on the following:*

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

- 38. Discussion and action** regarding Old Hueco Tanks Road roadway project, funding mechanisms for same and participation by other governmental entities, including the Camino Real Regional Mobility Authority, the State of Texas, El Paso County, El Paso Community College, the El Paso County Water Improvement District and the Lower Valley Water District [551.071 and 551.072]. *James A. Martinez*
- 39.** Law enforcement investigation of issues raised in the report of forensic investigation performed by Weaver and Tidwell, LLP. [551.071] *James A. Martinez*
- 40. Discussion and action** to purchase Cougar Park from the City of El Paso and to direct the City Attorney to prepare necessary documents for closing. *Willie Norfleet, Jr.*
- 41. Discussion and action** on the purchase of Range War Street from the County of El Paso and to direct the City Attorney to prepare the necessary documents for the transaction. *Willie Norfleet, Jr.*
- 42. Discussion and action** on purchasing a part or a full residential lot in Wilton Conner's Way (Lot 3, Block 1, Conner Subdivision) for the development of a ponding area for the Socorro Bridge. *Willie Norfleet, Jr.*

**43. Adjourn**

DATED THIS 15<sup>th</sup> DAY OF DECEMBER 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 15<sup>th</sup> DAY OF DECEMBER 2014.

By:   
Sandra Hernandez, City Clerk

Agenda posted: 12-15-14 @ 2:00pm  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodríguez**  
District 2 /Mayor-Pro Tem

**Victor Perez**  
District 3

**Vacant**  
District 4

**Willie Norfleet, Jr.**  
City Manager

**REGULAR COUNCIL MEETING MINUTES  
NOVEMBER 20, 2014 at 6:00 P.M.**

**MEMBERS PRESENT:**

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

**MEMBERS ABSENT:**

None

**STAFF PRESENT:**

Willie Norfleet, Jr., City Manager  
Sandra Hernandez, City Clerk  
Jim Martinez, City Attorney  
Doug Lobdell, Public Works Director  
Karina Hagelsieb, CFO  
Sam Leony, Planning and Zoning Director  
Adriana Rodarte, Human Resources Director  
Victor Reta, Recreation Supervisor

**1. CALL TO ORDER**

The meeting was called to order at 6:01 p.m. by Mayor Jesus Ruiz

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

Pledge of Allegiance was recited by Doug Lobdell.

**3. ESTABLISHMENT OF QUORUM**

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

**4. PUBLIC COMMENT**

None

**PRESENTATIONS**

**5. RECOGNITION OF VOLUNTEERS.**

***DOUGLAS LOBDELL, JR.***

Mayor and Council recognized the volunteers who assisted with the sandbags throughout the summer.

**6. PRESENTATION BY WILLIE NORFLEET, JR., CITY MANAGER, REGARDING MONTHLY REPORT.**

***MAYOR JESUS RUIZ***

Willie Norfleet, Jr. presented his monthly report.

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**CONSENT AGENDA**

**7. EXCUSE ABSENT COUNCIL MEMBERS.**

***SANDRA HERNANDEZ***

**8. APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF NOVEMBER 6, 2014 AND SPECIAL COUNCIL MEETING MINUTES OF OCTOBER 30, 2014.**

***SANDRA HERNANDEZ***

**9. APPROVAL OF APPOINTMENT AND SWEARING IN OF *ETHEL TELLEZ* TO THE CIVIL SERVICE COMMISSION FOR PLACE 5 AND TO REPLACE CURRENT PLACE 5 COMMISSIONER.**

***RENE RODRIGUEZ***

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

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

Nays: None

Absent: None

(Ms. Ethel Tellez will be sworn in at a later time).

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A motion was made by Victor Perez, seconded by Gloria M. Rodriguez to *move item number 28 to the front of the agenda*. Motion passed.

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

Nays: None

Absent: None

**CITY ATTORNEY**

**28. DISCUSSION AND ACTION ON POSSIBLE ANNEXATION OF ADDITIONAL PROPERTY TO THE CITY OF SOCORRO.**

***JAMES A. MARTINEZ***

A motion was made by Gloria M. Rodriguez, seconded by Rene Rodriguez to *move item number 28 into executive session pursuant to [551.071 and 551.072]*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

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A motion was made by Gloria M. Rodriguez, seconded by Sergio Cox to *move item number 15 into executive session pursuant to [551.071 and 551.072]*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

#### **HUMAN RESOURCES DEPARTMENT**

#### **15. DISCUSSION AND ACTION TO APPROVE PAYMENT FOR LER & ASSOCIATES, INC. *ADRIANA RODARTE***

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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, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:17 P.M.**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 7:07 P.M.**

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#### **REGULAR AGENDA**

#### **ORDINANCES**

#### **10. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AMENDMENT #5 TO ORDINANCE 186 RELATING TO CIVIL SERVICE COMMISSION OF THE CITY OF SOCORRO, TEXAS. *BRUCE A. KOEHLER***

A motion was made by Gloria M. Rodriguez, seconded by Rene Rodriguez to *approve item number 10*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**11. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 358, AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS, REGULATING AND DECLARING A NUISANCE THE COLLECTION OF WATER IN A MANNER IN WHICH MOSQUITOES BREED OR ARE LIKELY TO BREED AND CREATING AN OFFENSE. JAMES A. MARTINEZ**

A motion was made by Gloria M. Rodriguez, seconded by Rene Rodriguez to *approve item number 11*. Motion passed.

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

Nays: None

Absent: None

**12. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 359, AN ORDINANCE CHANGING THE ZONING OF TRACT 3-D-1-A, BLOCK 27, SOCORRO GRANT, FROM C-1 (LIGHT COMMERCIAL) TO C-2 (GENERAL COMMERCIAL). THE PLANNING AND ZONING DEPARTMENT RECOMMENDS APPROVAL. SAM LEONY**

A motion was made by Rene Rodriguez, seconded by Gloria M. Rodriguez to *approve item number 12*. Motion passed.

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

Nays: None

Absent: None

**13. PUBLIC HEARING OF ORDINANCE 357, AN ORDINANCE CHANGING THE ZONING OF LOT 20, BLOCK 3, HILLCREST MANOR SUBDIVISION (10852 ARLENE CIRCLE) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL. SAM LEONY**

*Public Hearing opened at 7:12 p.m.*

Laura Rizzo, Sandy Saucedo, David Saucedo, Patricia Gardea, Gloria Lucero, Joe Flores, Samuel Campos, Efraime Silva and Maribel Ortiz spoke during the public hearing.

*Public Hearing closed at 7:56 p.m.*

**14. SECOND READING AND ADOPTION OF ORDINANCE 357, AN ORDINANCE CHANGING THE ZONING OF LOT 20, BLOCK 3, HILLCREST MANOR SUBDIVISION (10852 ARLENE CIRCLE) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL. SAM LEONY**

A motion was made by Rene Rodriguez, seconded by Gloria M. Rodriguez to *accept Planning and Zoning Commission's recommendation to deny*. Motion passed.

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

Nays: None

Absent: None

**HUMAN RESOURCES DEPARTMENT**

**15. DISCUSSION AND ACTION TO APPROVE PAYMENT FOR LER & ASSOCIATES, INC. ADRIANA RODARTE**

A motion was made by Victor Perez, seconded by Rene Rodriguez to *approve item number 15. Motion passed.*

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**16. DISCUSSION AND ACTION TO APPROVE OPTIONS MADE AVAILABLE TO CITY EMPLOYEES AND EXERCISE CITY'S OPTION TO RENEW HEALTH COVERAGE WITH BLUE CROSS BLUE SHIELD OF TEXAS RM02, RM43 AND RMH1 WITH HSA BANKING FOR A (12) MONTH PERIOD PURSUANT TO EXISTING CONTRACT, IN CONNECTION WITH THE APPROVAL OF BID PROPOSALS FOR VOLUNTARY DENTAL, VISION, LIFE AND VOLUNTARY ACCIDENT, CRITICAL ILLNESS HOSPITAL INDEMNITY, GROUP DISABILITY INSURANCE, SECTION 125 PRE TAX SERVICES FOR FY 2014-2015 FOR EMPLOYEES OF THE CITY OF SOCORRO. ADRIANA RODARTE**

A motion was made by Rene Rodriguez, seconded by Sergio Cox to *approve the following: Motion passed.*

*Medical - Blue Cross Blue Shield RMH1, RM43 and RM02  
Dental - Met Life  
Base Life and Voluntary – Met Life  
Vision – MES Vision  
Voluntary Benefits - AFLAC*

Ayes: Victor Perez, Rene Rodriguez, and Sergio Cox  
Nays: None  
Abstain: Gloria M. Rodriguez (Ms. Rodriguez stepped out at 8:05 p.m. and returned at 8:07 p.m.)  
Absent: None

**PLANNING AND ZONING DEPARTMENT**

**17. DISCUSSION AND ACTION ON THE APPROVAL OF THE CONDITIONAL USE PERMIT TO SELL BEER AND WINE FOR LOT 6A, BLOCK 1, HORIZON SHOPPING CENTER REPLAT "A" AT 10750 NORTH LOOP DRIVE STE. A-1. THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL. SAM LEONY**

A motion was made by Rene Rodriguez, seconded by Victor Perez to *approve item number 17. Motion passed.*

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**CITY MANAGER**

**18. DISCUSSION AND ACTION ON APPROVING THE UNAUDITED GENERAL FUND BUDGET VS REVENUES AND EXPENDITURE REPORT FOR THE PERIOD ENDING OCTOBER 31, 2014. *WILLIE NORFLEET, JR.***

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

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

Nays: None

Absent: None

**MAYOR AND COUNCIL**

**19. DISCUSSION AND ACTION ON EMPLOYEE PERFORMANCE EVALUATION FOR CITY MANAGER. *MAYOR JESUS RUIZ***

No action.

**20. DISCUSSION AND ACTION OF APPOINTING MAYOR PRO-TEM EFFECTIVE NOVEMBER 21, 2014 PURSUANT TO SECTION 3.03 (B) & (D) OF THE SOCORRO CITY CHARTER. *MAYOR JESUS RUIZ***

A motion was made by Rene Rodriguez, seconded by Victor Perez to *nominate Gloria M. Rodriguez as Mayor Pro-Tem. Ms. Rodriguez accepted the nomination*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, and Sergio Cox

Nays: None

Absent: None

Abstain: Gloria M. Rodriguez

**21. DISCUSSION AND ACTION REGARDING HAVING CITY ATTORNEY OR HIS DESIGNEE PRESENT AT ALL THE MEETINGS OF BOARDS AND COMMISSIONS FOR THE CITY OF SOCORRO. *MAYOR JESUS RUIZ***

A motion was made by Rene Rodriguez, seconded by Gloria M. Rodriguez to have city attorney or his designee present at all Civil Service Commission meetings and Planning and Zoning Commission meetings. Motion passed.

Mr. Ralph Duran spoke on this item.

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

Nays: None

Absent: None

**22. DISCUSSION AND ACTION REGARDING REASSIGNING OFFICE SPACES AT THE CITY ADMINISTRATION BUILDING. *MAYOR JESUS RUIZ***

No action.

**23. DISCUSSION AND ACTION REGARDING APPOINTING AN ACTING CITY MANAGER AND ESTABLISHING A CHAIN OF COMMAND FOR WHEN CITY MANAGER IS NOT IN SOCORRO. *MAYOR JESUS RUIZ***

A motion was made by Victor Perez, seconded by Sergio Cox to have city manager appoint acting city manager in his absence and to notify city council. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**24. DISCUSSION AND ACTION REGARDING POSSIBLE DONATION FROM THE EL PASO ELECTRIC COMPANY. *MAYOR JESUS RUIZ***

A motion was made by Rene Rodriguez, seconded by Gloria M. Rodriguez to accept donation from El Paso Electric Company and to have the donation applied to the Winter Fest. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Sergio Cox, and Gloria M. Rodriguez  
Nays: None  
Absent: None

**25. DISCUSSION AND ACTION REGARDING STREET SELECTION PROCESS. *MAYOR JESUS RUIZ***

No action.

**26. DISCUSSION AND ACTION TO ALLOCATE 1.2 MILLION DOLLARS FOR FUTURE GRANT PROJECTS TO BE UTILIZED FOR MATCHING FUNDS. *RENE RODRIGUEZ***

No action.

**CITY ATTORNEY**

**27. DISCUSSION AND ACTION REGARDING OPTIONS FOR ESTABLISHING LANDSCAPE ORDINANCE, TO PROVIDE DIRECTION TO STAFF RE VARIABLES AND STANDARDS TO INCLUDE IN ORDINANCE AND TO ESTABLISH A PROCEDURE AND TIMELINE FOR INVITING INPUT FROM PUBLIC AND PROPERTY OWNERS RE SAME. *JAMES A. MARTINEZ***

No action.

**28. DISCUSSION AND ACTION ON POSSIBLE ANNEXATION OF ADDITIONAL PROPERTY TO THE CITY OF SOCORRO. *JAMES A. MARTINEZ***

No action.

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

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

Nays:

Absent:

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 9:08 P.M.**

**EXECUTIVE SESSION**

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 9:43 P.M.**

**29. 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.***

**30. 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.***

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

***WILLIE NORFLEET, JR.***

**32. DISCUSSION AND ACTION REGARDING OLD HUECO TANKS ROAD ROADWAY PROJECT, FUNDING MECHANISMS FOR SAME AND PARTICIPATION BY OTHER GOVERNMENTAL ENTITIES, INCLUDING THE CAMINO REAL REGIONAL MOBILITY AUTHORITY, THE STATE OF TEXAS, EL PASO COUNTY, EL PASO COMMUNITY COLLEGE, THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT AND THE LOWER VALLEY WATER DISTRICT [551.071 AND 551.072].**

***JAMES A. MARTINEZ***

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *delete items twenty-nine (29), thirty (30), thirty-one (31), and thirty-two (32)*. Motion passed.

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

Nays:

Abstain

**33. ADJOURN**

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 9:43 p.m.*  
Motion passed.

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

Nays

Abstain:

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**Jesus Ruiz, Mayor**

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Sandra Hernandez  
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 - Mayor Pro Tem

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE:** December 18, 2014  
**TO:** Mayor and Council  
**FROM:** Sandra Hernandez  
**SUBJECT:** Television Production Equipment

**SUMMARY**

*Approval* to award informal bid solicitation for the purchase of television production equipment to Resident Technology in the amount of \$12,702.81.

**BACKGROUND**

N/A

**STATEMENT OF THE ISSUE**

The informal bid solicitation is for the proposed purchase and installation of television production equipment for the use of recording city council meetings.

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 04203**

**Funding Source: Public Educational and Government Access (PEG)**

**Total Amount: \$12,702.81**

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

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

**The solicitations were emailed to three companies, in which two were responsive:**

- 1. Resident Technology in the amount of \$12,702.81**
- 2. HB Electronics in the amount of \$25,000.00**
- 3. DuMotion Co. – non responsive**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

Approve the purchase.

**REQUIRED AUTHORIZATION**

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

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3/Mayor Pro-Tem

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## ***Specifications for Television Production Equipment***

The City of Socorro, Texas is currently seeking informal solicitation pricing for television production equipment for the use of recording city council meetings.

**Project Location:** City Council Chambers – 860 Rio Vista Road, Socorro, Texas 79927

### **Equipment:**

1. Samsung 24" LED 1080P TV – quantity two (2)
2. Kramer 8 Input Scaler with Display port – quantity one (1)
3. HDMI Splitter Distribution Amp – quantity one (1)
4. Vaddio Wallview High Definition Camera HD-19 - quantity two (2)

### **Scope of Work:**

1. All material shall be new, free from damage and imperfection.
2. Work includes, but is not limited to, installation of equipment, providing all labor, materials, tools, equipment, and services.
3. Contractor shall be responsible for inspecting equipment prior to installation.
4. Contractor shall install shutters to the City of Socorro's satisfaction.
5. Customer Training – please provide number of hours

### **Warranty:**

1. All work performed by the Contractor shall carry a minimum one-year labor and materials warranty. Warranty shall commence upon acceptance and final inspection. Warranty shall cover any parts and labor for repair / replacement of materials or workmanship for twelve months.

### **Contact Information – Please send solicitation to:**

City of Socorro  
Sandra Hernandez, City Clerk  
124 S. Horizon Blvd. Socorro, Texas 79927  
(915) 858-2915 or (915) 487-1995  
[cityclerk@ci.socorro.tx.us](mailto:cityclerk@ci.socorro.tx.us)

Closing Date: Friday, November 21, 2014

November 7, 2014

**sandra hernandez**

---

**From:** sandra hernandez <cityclerk@ci.socorro.tx.us>  
**Sent:** Friday, November 07, 2014 4:00 PM  
**To:** 'dumotion@aol.com'  
**Subject:** Television Production Equipment  
**Attachments:** Television Production Equipment.pdf

Please see attached.

Thank you.

Sandra Hernandez, MA, CNU-A  
City Clerk  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, Texas 79927  
915.858.2915  
[www.ci.socorro.tx.us](http://www.ci.socorro.tx.us)

**sandra hernandez**

---

**From:** sandra hernandez <cityclerk@ci.socorro.tx.us>  
**Sent:** Friday, November 07, 2014 3:54 PM  
**To:** 'sales@hbelectronicsinc.com'  
**Subject:** Television Production Equipment  
**Attachments:** Television Production Equipment.pdf

Please see attached.

Thank you.

Sandra Hernandez, MA, CNU-A  
City Clerk  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, Texas 79927  
915.858.2915  
[www.ci.socorro.tx.us](http://www.ci.socorro.tx.us)

Resident Technology

3028 Trawood Dr Ste C

El Paso, TX 79936

(915) 921-8330

# Estimate

Date	Estimate #
6/7/2014	1822

Name / Address
City Of Socorro Accounts Payable 124 S. Horizon Blvd. Socorro, TX 79927

REQ#

Description	Qty	Rate	Total
Samsung 24" LED 1080P TV.	2	210.00	420.00T
Kramer 8 Input Scaler with Displayport	1	1,608.85	1,608.85T
HDMI Splitter Distribution Amp	1	59.96	59.96T
Vaddio Wallview High Definition Camera HD-19	2	4,186.00	8,372.00T
Customer Provided PC or iPad with HDMI Inputs, Quad Processor, 10 TB Hard Drive and able to run Adobe Premier.	1	0.00	0.00T
Material	1	322.00	322.00T
Labor for 3 techs.	10	120.00	1,200.00T
Customer Training. Done in 4 hour blocks.	8	90.00	720.00T
<p>This estimate is to provide 2 cameras to record, save, upload video in the town hall. This setup is all high definition cost effective audio/video production quality. Customer to provide PC for recording &amp; editing video. One year warranty on parts and 30 days on labor.</p>			

Thank you for your business.	<b>Subtotal</b>	\$12,702.81
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$12,702.81



6000 GATEWAY BLVD. EAST  
 EL PASO, TX 79905  
 (915) 775-2552 fax (915) 775-0161

**QUOTE**

**Employee**

Name Daniel Coss Emp # \_\_\_\_\_  
 Position Sales Manager Region \_\_\_\_\_  
 Department SALES Manager Alberto Bordier

**Dates**

First Contact QUOTE 12/3/2014  
 Accept/Reject \_\_\_\_\_

Product/Service	Quantity	Price	TOTAL
Vaddio Hi-Definition Camera with Cat5 control & individual real-time parameter control	3	\$4,995.00	\$14,985.00
Vaddio AV-Bridge for USB connectivity to Computer Connected to Stream	1	\$1,550.00	\$1,550.00
Vaddio Hi-Definition Camera Controller/Mixer with HD out & Camera Presets	1	\$3,550.00	\$3,550.00
Hi-Definition Video Cable Kit	1	\$250.00	\$250.00
Camera Control Cable Kit	1	\$155.00	\$155.00
Hardware Kit	1	\$355.00	\$355.00
HD Preview Monitor w/ Articulating arm Mount	1	\$755.00	\$755.00
Installation, & Training with 6month Service Calls and 2 re-training sessions	1	\$3,400.00	\$3,400.00

**Customer**

Customer Sandra Hernandez Company City of Socorro  
 Address 124 S. Horizon Blvd  
 City Socorro State TX  
 ZIP 79927 Email cityclerk@ci.socorro.tx.us  
 FAX Phone (915)858-2915

**Status**

Established Customer  New Customer  Prospective Customer

Discount \_\_\_\_\_  
 Taxes \_\_\_\_\_  
 Sales Tax Exempt \_\_\_\_\_  
**Sub Total** \$25,000.00  
**TOTAL** \$25,000.00

**Notes**

\_\_\_\_\_

Office Use Only

THANK YOU FOR YOUR BUSINESS!

## Sandra Hernandez

---

**From:** Daniel Coss <daniel@hbprosound.com>  
**Sent:** Wednesday, December 03, 2014 6:02 PM  
**To:** cityclerk@ci.socorro.tx.us  
**Cc:** alberto@hbelectronicsinc.com  
**Subject:** City of Socorro HD video Quote  
**Attachments:** Socorro Video Equipment.pdf

Ms. Hernandez,

I have designed a video system for your streaming needs in the best possible quality; the system is designed with three HD Pan-Tilt-Zoom cameras, two will be for the City Council, and one will be for the citizens; however these are fully controlled and operated with a Controller/Mixer that has a joystick and preset positions memory. The system has an A/V-bridge that allows the Audio from the audio mixer (already on-site) and the video feed to be embedded and sent through USB to a Computer Supplied by the City (PC or Mac). The computer will see the attached USB as a simple web camera and microphone, that's what makes this system easy to use; your IT department can treat the HD Audio/Video System as a regular Web Cam. If you have any Questions, or Concerns let me know, please let me know if this HD solution is within the City's budget, Thank you for the opportunity to quote this system. Attached is the Quote, thanks again.



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MOUNCE, GREEN, MYERS,  
SAFI, PAXSON & GALATZAN  
A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
100 N. STANTON, SUITE 1000  
EL PASO, TEXAS 79901-1463  
(915) 532-2000

BRUCE A. KOEHLER  
BOARD CERTIFIED - LABOR AND EMPLOYMENT LAW  
(TEXAS BOARD OF LEGAL SPECIALIZATION)

MAILING ADDRESS:  
P.O. BOX 1977  
EL PASO, TEXAS 79999-1977  
FACSIMILE (915) 541-1548  
koehler@mgmsg.com

November 10, 2014

*Via Email: [cityclerk@ci.socorro.tx.us](mailto:cityclerk@ci.socorro.tx.us)*

Ms. Sandra Hernandez  
Socorro City Clerk  
124 S. Horizon Blvd.  
Socorro, Texas 79927

Re: Ordinance 186

Dear Ms. Hernandez:

Attached please find revisions to Ordinance 186 involving the Civil Service Commission. Please place this item on the agenda for the November 20, 2014 City Council meeting. The agenda item should read as follows:

***Introduction and first reading of an amendment to Ordinance 186 relating to the Civil Service Commission of the City of Socorro.***

For the December 4, 2014 agenda item, please state as follows:

***Second reading and adoption of an amendment to Ordinance 186 relating to the Civil Service Commission of the City of Socorro.***

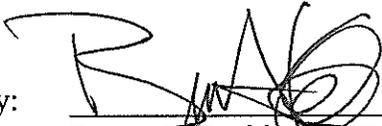
Please follow all normal and customary procedures for posting and considering the agenda and proposed Ordinance.

Should you have any questions, please do not hesitate to call.

Ms. Sandra Hernandez  
November 10, 2014  
Page 2

Very truly yours,

MOUNCE, GREEN, MYERS, SAFI,  
PAXSON & GALATZAN  
A Professional Corporation

By:   
Bruce A. Koehler

BAK/mh

Enclosure

cc w/encl.: Mayor Jesus Ruiz  
Jim Martinez  
Olivia Navarro  
Willie Norfleet  
David Mirazo (firm)

190654/BAK

[TO BE TYPED ON CITY OF SOCORRO LETTERHEAD]

*Amendment No. 5*

*Ordinance 186*

*AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING AN AMENDED ORDINANCE NO. 186 OF THE CIVIL SERVICE RULES AND REGULATIONS FOR CIVIL SERVICE SYSTEM AND FOR THE CIVIL SERVICE COMMISSION FOR THE CITY OF SOCORRO, TEXAS AMENDMENT NO. 5.*

*WHEREAS*, the City Council has determined that it is necessary to amend and update the City's Civil Service Rules and Regulations as set forth in Ordinance 186 Amendment No. 4 revised March 8, 2011;

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

---

*SECTION 1. FINDINGS.*

That the matters and facts stated in the preamble hereof be, and same are hereby, found and adjudicated to be true and correct.

---

*SECTION 2. AMENDED CIVIL SERVICE REGULATIONS ORDINANCE 186.*

That Ordinance No. 186 revised December 4, 2014, Amendment No. 5 for the City of Socorro, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby approved and adopted by the City Council to be effective immediately.

---

*SECTION 3. REPEAL OF CONFLICTING ORDINANCES.*

That all Ordinances of the City of Socorro, or parts thereof, that conflict with this Ordinance are, to the extent of said conflict, hereby repealed, but only to the extent of said conflict.

---

SECTION 4. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from the date of adoption and shall become part of the City Code.

---

SECTION 5. PREREQUISITES.

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance and any existing ordinance or amendments is hereby repealed and such is evidenced by the below signatures.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO,  
TEXAS.**

*This \_\_\_\_\_ day of December, 2014.*

---

*Jesus Ruiz, Mayor*

**ATTEST:**

---

*Sandra Hernandez, City Clerk*

**APPROVED AS TO FORM:**

---

*James A. Martinez, City Attorney*

*1<sup>st</sup> Reading 11/20/14*  
*2<sup>nd</sup> Reading and Adoption 12/04/14*

**CITY OF SOCORRO, TEXAS  
CIVIL SERVICE REGULATIONS  
ORDINANCE 186**

**AMENDMENT 54**

**Revised ~~8 March~~ \_\_\_\_\_ 2014**

**Exhibit "A" To Ordinance 186 Amendment 54**

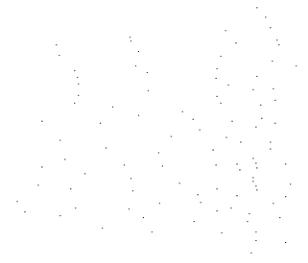
I. PURPOSE .....	1
II. CIVIL SERVICE COMMISSION FUNCTIONS, DUTIES, PROCEDURES AND RULES .....	1
A. Duties .....	2
B. Jurisdiction .....	2
C. Qualifications .....	2
D. Seats .....	2
E. Term .....	2
F. Replacement/Removal .....	2
G. Organization .....	2
H. Conflict of Interest .....	2
I. Term Limits .....	3
J. Staff .....	3
K. Rules .....	3
L. Power of Subpoena .....	3
M. Civil Suits .....	3
N. Reports .....	3
O. Records .....	4
P. Non-Discrimination .....	4
Q. Hearing Officers .....	4
III DIVISION OF THE CIVIL SERVICE .....	4
A. Division .....	4
B. Unclassified Services .....	4
C. Removal of Unclassified Personnel .....	5
D. Special Procedure Related To Police Chief .....	5
E. Classified Services .....	5
IV HUMAN RESOURCES DIRECTOR .....	5
A. Qualifications .....	5
B. Duties .....	5
V DEPARTMENT HEADS .....	6
VI GRADES AND COMPENSATION .....	7
A. Classes and Grades .....	7
B. Grade Specifications .....	7
C. Specifications Interpreted .....	7
D. Classification of New Positions .....	7
F. Reclassification of Positions .....	7
F. Review of Classification Plan .....	8
G. Appointment of Former City Employees .....	8
VII COMPENSATION .....	8
A. Compensation .....	8
B. Compensation Reduction .....	9
C. Compensation .....	9
D. Salary Standardization .....	10
E. Transfer to Same Grade .....	10
VIII ORDER OF CERTIFICATION .....	10
A. Order of Certification .....	10
B. Rule of Three .....	10
C. Other Provisions .....	10

1.	Certification from Lower Grade .....	11
2.	Certification to More Than One .....	11
3.	Positions Vacant Through Leaves of Absence .....	11
4.	Waiver .....	11
5.	Requisition .....	11
6.	Certification .....	11
7.	Certification of Multiple Vacancies .....	12
8.	Failure to Respond to Offer of Appointment .....	13
9.	Objection by Appointing Officer .....	13
10.	Limit on Certification .....	13
11.	Cancellation of Certifications .....	13
12.	Notice of Appointment and Separation .....	13
IX	APPOINTMENTS .....	14
A.	Regular Appointments .....	14
B.	Provisional Appointments .....	14
C.	Temporary Appointments .....	14
D.	Temporary Appointment Made Regular .....	14
E.	Notice of Certification .....	15
F.	Nepotism .....	15
G.	Independent Contractors .....	15
H.	Reappointment to Temporary Employment .....	15
X	APPLICATIONS .....	16
A.	Filing of Applications .....	16
B.	Applications Not to be Returned .....	17
C.	Unused Application .....	17
D.	Disqualification From Examination .....	17
1.	Fees .....	17
2.	Age .....	17
XI	ORIGINAL ENTRANCE EXAMINATIONS AND ELIGIBILITY LISTS.....	17
A.	Residence Preference .....	17
B.	Examination Standards .....	17
C.	Penalty For Deceit In Examination.....	18
D.	Medical and Physical Examinations .....	
E.	Oral Examination and Practical Tests.....	
F.	Police Investigations .....	
G.	Eligibility Lists .....	
H.	Consolidation of Eligibility Lists.....	
I.	Removal from Eligibility List on Account of Nonappointment .....	
XII	EXAMINATION, MARKING AND RATING .....	
A.	Minimum Rating Required .....	
B.	Special Credit for Veterans.....	
C.	Penalty for Deceit in Examination.....	
D.	Tie Ratings.....	
E.	Notice to Candidate of Result of Examination .....	
F.	Preservation of Examination Papers .....	
G.	Identification Marks.....	
H.	Review of Examination and Appeals.....	
XIII	ORIGINAL ENTRANCE EXAMINATIONS.....	

A.	Character.....	
B.	Content.....	
	1. Written Test .....	
	2. Oral Interview .....	
	3. Performance Test .....	
	4. Physical Test.....	
	5. Psychological Tests.....	
	6. Training and Experience.....	
C.	Subject and Weights .....	
D.	Special Examiners.....	
E.	Medical Examinations .....	
F.	Notice of New Examination.....	
G.	Notice of New Examination.....	
H.	Postponement or Continuance of Examination.....	
I.	Development and Administration of Examination .....	
J.	Concealing Identity on Written Examinations.....	
XIV	PROMOTION.....	
A.	Examination.....	
B.	Eligibility .....	
C.	Rating of Seniority.....	
XV	SPECIAL PROVISIONS .....	
A.	Probation Period .....	
B.	Impact of Staff Reductions .....	
C.	Nepotism Prohibited .....	
D.	Governing Provisions.....	
E.	Frequency and Examinations.....	
F.	Notice of Examination .....	
G.	Application for Promotional Examination.....	
H.	Promotion Within Department.....	
I.	Promotion Following Creation of Higher Position With Overlapping Duties.....	
J.	Promotion After Reclassification.....	
K.	Temporary Promotions .....	
XVI	ELIGIBILITY LISTS .....	26
A.	Duration of Eligibility Lists .....	26
B.	Change of Address .....	26
C.	Impact of Changes .....	26
D.	Revocation of List.....	26
E.	Removal From Eligibility List Through Loss of Qualifications.....	26
F.	Removal From the Promotional List Of Persons Permanently Separated From Service .....	27
G.	Removal From Lower List if Appointed From Higher List.....	27
H.	Removed on Account of Non-Appointment .....	27
I.	Circulation of Eligibility Lists .....	27
XVII	LAYOFF; VACATIONS; LEAVE; RESIGNATION AND REINSTATEMENT .....	27
A.	Conditions For Layoff.....	27
B.	Job Rights .....	27
C.	Reinstatement Lists.....	28
D.	Leave Of Absence.....	28

E.	Reinstatement Following Leave Of Absence.....	28
F.	Failure to Return After Leave .....	28
G.	Sick Leave.....	28
H.	Vacations .....	28
I.	Resignation .....	28
J.	Reinstatement Following Resignation .....	28
K.	Removal From Reinstatement List .....	28
XVIII. TRANSFER AND REDUCTION.....		28
A.	When Transfer Is Permissible.....	28
B.	When Transfer Not Permissible.....	29
C.	Reorganization .....	29
XIX RESIGNATION.....		29
A.	Effect of Resignation .....	29
B.	Effective Date .....	29
C.	Responsibility of Department Head.....	29
XX EVALUATION RATINGS.....		29
A.	Frequency.....	29
B.	Responsibility .....	29
C.	Performance Standards .....	
D.	Counseling .....	
E.	Use .....	
F.	Performance Scale .....	
G.	Appeals .....	
XXI DISCHARGE, APPEAL, HEARING.....		
A.	Discharge during Probation .....	
B.	Discharge of Full-time Employees .....	
C.	Appeals .....	
D.	Hearing Options .....	
XXII SUSPENSION, REDUCTION, DISCHARGE .....		
A.	Causes Of Suspension, Reduction, Or Discharge.....	
B.	Dismissal Notice .....	
C.	Resignation before Appeal Decision .....	
D.	Disqualification For Reappointment.....	
E.	Non-Certification of Suspended Persons .....	
F.	Action By Commission.....	
G.	Hearing Officer.....	
H.	Additional Duties.....	
	1. Hearings.....	
	2. Continuance Grant or deny continuances .....	
	3. Preparation of opinions.....	
	4. Further Appeal .....	
	5. Related duties.....	
I.	Subsequent Action .....	
J.	Referral of Charges By Citizens .....	
K.	Constitutional Rights .....	
XXIII. HEARINGS.....		
A.	Hearing by Commission .....	
B.	Continuance of Appeal Hearings .....	

XXIV EMPLOYEES SEEKING PUBLIC OFFICE .....  
XXV GRANT FUNDED POSITIONS .....  
XXVI. DEPARTMENTAL RULES .....  
XXVII. LAYOFFS, JOB RIGHTS, REINSTATEMENT .....  
    A. Layoffs .....  
    B. Job Rights .....  
    C. Reinstatement.....  
XXVIII EX PARTE COMMUNICATIONS .....  
XXIX DEFINITIONS OF TERMS .....  
XXX TRANSITION.....  
    Existing Laws and Constitutionality. .... 40



## PURPOSE

Pursuant to Article XI of the Socorro City Charter, the City Council has established a Civil Service System for the benefit of the employees and the City of Socorro. The Civil Service System shall be governed by the regulations set forth in this ordinance

## II. CIVIL SERVICE COMMISSION FUNCTIONS DUTIES, PROCEDURES AND RULES

A. Duties: The Commission shall hold regular meetings (at least once a month)

on a day prescribed by the Commission. Special meetings shall be held as required for the proper discharge of the duties of the Commission. ~~S,~~ special meetings may be called only by written order of the Chairman or by any three members of the Commission. ~~D,~~ due notice of all meetings shall be having been given in accord with the Texas Open Meetings Act.

~~Four (4) members of the Civil Service Commission will constitute a quorum. It shall be the duty of the Commission to:~~

\_\_\_\_\_ A. Hear and determine appeals or complaints by or concerning members of the classified service that fall within the commissioner's jurisdiction as established by this ordinance.

\_\_\_\_\_ B. Appoint and replace hearing officers as necessary and appropriate.

\_\_\_\_\_ C. Adopt rules for holding meetings and conducting hearings that are not inconsistent with this ordinance or the jurisdiction of the Commission. Staff shall assist the Commission to ~~o~~r properly post notice of meetings, maintain minutes of all meetings and records of all hearings conducted before the Commission.

**B. Quorum:** Four (4) members of the Civil Service Commission will constitute a quorum.

**CB. Jurisdiction:** The Commission shall have limited jurisdiction which shall include

the authority to conduct hearings and render appropriate decisions regarding the following matters:

1. Administration of ~~t~~esting and qualification of candidates for positions in the classified services.
2. Hear grievances and appeals and render fair and equitable remedies, having due regard for the interests of the City and the non-probationary classified employees in the following instances, Jurisdiction for grievance and appeals is limited to non-probationary classified employees.
  - a. Demotion or reassignment, ~~in situations other than reassignment to permanent from a temporary position,~~ where the employee's regular salary is reduced.

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- b. ~~In the event of S~~suspension without pay for a period exceeding three (3) days, or any suspension without pay that exceeds six (6) days in any six (6) month period. ~~The Commission does not have jurisdiction over~~ ~~It is the intent to exclude~~ suspensions without pay for three or ~~fewerless~~ days ~~and~~ suspensions without pay that do not exceed six (6) days in any six (6) month period ~~from the jurisdiction of the Civil Service.~~
- c. ~~Termination of non-probationary classified employees.~~
- d. Appeals related to testing and management of eligibility lists as provided in this Ordinance.
- e. Other matters as referred for decision or recommendation by the City Council of the City of Socorro.

- 3. All complaints, appeals or grievances must be filed with the HR Director, on official forms supplied by the HR Director, within ten (10) days of the event or action complained of. If this Ordinance ~~or any other ordinance~~ provides a shorter period of time for an appeal or complaint related to a particular matter, the shorter time shall apply to that matter.
- 4. Jurisdiction with respect to the Chief of Police ~~is will be as~~ set forth in ~~Article IV~~Section III.D. of this Ordinance.
- 5. All matters not within the limited jurisdiction of the Commission ~~are will fall~~ within the authority of the City Manager and/or the City Council.
- C. **Qualifications:** Members of the Commission must be residents of the City at the time of their appointment and remain a resident of the City throughout their term of office. No Commissioner may hold any salaried public office or other employment compensated by the City or any entity funded in whole or part by the City, and any violation of this provision shall be deemed malfeasance in office and cause for removal therefrom. At least two Commissioners must hold or have retired from positions other than managerial or professional. No more than three Commissioners may be former City employees or officers, and any such Commissioners are not eligible for appointment until one year following separation from any employment or office with the City. Any Commissioner may be either actively employed or retired.

**D. ~~Seats, 7 Members:~~ ~~Members shall be selected by the City Council, and may be nominated by Council members and the Mayor, to hold the following positions: Place 1:, Place 2:, Place 3:, Place 4:, Place 5:, Place 6:, and Place 7~~ Members shall be selected by members of City Council and the Mayor, to hold the following positions:**

- Place 1 ----- District 1
- Place 2 ----- District 2
- Place 3 ----- District 3
- Place 4 ----- District 4
- Place 5 ----- District 5
- Place 6 ----- Mayor
- Place 7 ----- Mayor

**E. ~~Terms, 43-year terms:~~ The City Council may by separate order, either**

**Comment [mlp1]:** Changes in red reflect the changes made through Ordinance 321, on August 19, 2013. They are not changes made by Bruce A. Koehler.

**Comment [mlp2]:** Changes in red reflect the changes made through Ordinance 321, on August 19, 2013. They are not changes made by Bruce A. Koehler.

reappoint the entire Commission **as of the date of this amendment** or adjust the terms of current ~~C~~ommission members to provide for initial terms to establish a system of staggered terms. The initial terms for these positions will be as follows:

- Place 1 initial term expires ~~June~~ December 1, 2013~~4~~
- Place 2 initial term expires ~~June~~ December 1, 2013~~4~~
- Place 3 initial term expires ~~June~~ December 1, 2013~~4~~
- Place 4 initial term expires ~~June~~ December 1, 2016~~2~~
- Place 5 initial term expires ~~June~~ December 1, 2016~~2~~
- Place 6 initial term expires ~~June~~ December 1, 2016~~2~~
- Place 7 initial term expires ~~June~~ December 1, 2016~~2~~

Persons appointed to fill positions after the initial terms shall serve full four (4) year terms.

- F.** **Replacement/Removal:** Commission members may be removed by the nominating members of City Council for any reason at any time by posting the removal and announcing same into the record of any City Council meeting. ~~and for any reason deemed appropriate by the City Council upon majority vote of the City Council of the City of Socorro.~~
- G.** **Organization:** At the first meeting in ~~December~~ **June** of each year, the Commission shall elect from its membership a Chairman and Vice Chairman. The Commission shall select a Secretary who may, or may not, be a member of the Commission. The Chairman and all members of the Commission may vote on all matters coming before the Commission unless the member is prohibited from doing so by a conflict of interest as provided herein.
- H.** **Conflict of Interest:** No member of the Commission shall take any part in, or vote, on any matter involving an employee related to the commission member within the second degree by affinity or the third degree by consanguinity.

**Comment [mlp3]:** Changes in red reflect the changes made through Ordinance 321, on August 19, 2013. They are not changes made by Bruce A. Koehler.

**Comment [mlp4]:** Changes in red reflect the changes made through Ordinance 321, on August 19, 2013. They are not changes made by Bruce A. Koehler.

- I. **Term Limits:** Commissioners serving consecutive terms shall be limited to two full successive ~~three-year~~ terms, regardless of the date of their original appointments. No person may serve as a member on the Commission for more than a total of ten years throughout their lifetime and no person may be appointed as a member on the Commission if, serving out the full length of the term to which they would be appointed, would result in the person having more than a total of ten years of lifetime service.
- J. **Staff:** The Director of Human Resources shall serve as Director of the Civil Service and provide staff assistance related to employee testing and qualifications; and the City Manager shall assign sufficient support staff and resources to permit the Commission to perform its duties. The City Attorney or an Assistant City Attorney shall serve as counsel to the Commission.
- K. **Rules.**
1. Public Employees Right to Privacy. The public interest in public meetings as set forth in the Texas Open Meetings Act ("TOMA") and disclosure of minutes of open meetings as set forth in the Texas Public Information Act ("TPIA") is expressly recognized. However, the employee's ~~constitutional~~ rights to privacy under TOMA are ~~is~~ also acknowledged. There are ~~those~~ limited instances when a public employee may require that a hearing be held in public's individual interest in confidentiality might outweigh the public interest in disclosure. The Commission can, ~~on its own motion,~~ hear any proceedings in Executive Session as authorized by law. In any proceeding before the Commission which may otherwise be required to be public, the City, or any employee under the jurisdiction of the Commission, may request a closed ~~meeting~~ hearing in chambers to receive legal advice or in conformity with other exceptions in TOMA ~~determine whether the employee's privacy interest is such that it outweighs the public's right to know.~~ After a closed hearing or meeting on privacy in accordance with due process of law, the Commission will reconvene in open session and any publicly vote will be made in open session upon the issue.
  2. The Commission may adopt rules for hearings and meetings that are not inconsistent with this Ordinance, TOMA, and TPIA.
- L. **Power of Subpoena Witnesses.** The Commission shall have the power to subpoena witnesses (excluding members of the City Council), require the production of evidence, and administer oaths. The Council shall provide, by Ordinance, penalties for contempt for failing or refusing to obey a subpoena, or to produce evidence, and shall have the power to punish any of these acts of contempt in the manner provided in the Ordinance. Costs incident to actions under this section shall be borne by the party requesting the subpoena.
- M. **Civil Suits.** The Commission may prosecute all civil suits necessary for the proper enforcement of this Ordinance and of the Rules of the Commission and defend all civil suits which may be brought against the Commission. The Commission may be represented in such suits by the legal staff of the City. Special Counsel may be employed in the event of conflict with the consent of the City Council.
- N. **Reports.** The Commission shall file with the Council an annual report on:
  - a. Recommendations for promoting efficiency in the public service;
  - b. Details of expenditures made; and

**Comment [mlp5]:** Changes in red reflect the changes made through Ordinance 321, on August 19, 2013. They are not changes made by Bruce A. Koehler.

- c. A summary of the work of the Commission.
- O. **Records.** Records of the Commission will be administered as permitted by the Texas Public Information Act.
- P. **Non-Discrimination.** All personnel actions must be free of discrimination based on race, religion, color, nation origin, age, sex, or disability.
- Q. **Hearing Officers.** The Commission may; appoint hearing officers to hear appeals. Hearing officers will perform those duties and functions necessary to render a recommendation to the Commission on the matter in dispute. The hearing officers will serve at the Commission's pleasure, and will not be classified. Reasonable compensationsalaries shall be paid by the City, as determined by the Commission, subject to City Council approval. Hearing Officers will be selected by the Commission on the basis of their knowledge, skills, training and experience in the field of labor and employment law. Hearing Officer decisions will be advisory only. H; however, Hearing Officers will exercise independent judgment, which shall not be subject to the authority of the Commission or City Council.

### III. DIVISION OF THE CIVIL SERVICE

- A. **Division.** All offices and positions of trust or employment in the service of the City are hereby divided into the unclassified and classified services.
- B. **Unclassified Services.** The unclassified service shall include only the following positions:
  1. The City Attorney;
  2. City Manager;
  3. All department heads of the City of Socorro, including the following:
    - a. Human Resources/HR Director;
    - b. Planning Director;
    - c. Public Works Director;
    - d. City Clerk;
    - e. City Engineer;
    - f. Fire Chief;
    - g. Municipal Judge;
    - h. Municipal Court Clerk;
    - i. Director of Parks and Recreation;
    - j. Director of Sanitation;
    - k. Director of Community Service; and
    - l. Any new Department Head positions heretofore created by the City Council
  4. Hearing officer(s) and the Commission Recorder;
  5. All elected officials;
  6. All members of all City boards, commissions, and committees;
  7. Independent Contractors; and
  8. Employees who hold positions funded or contracted for by State or Federal Grants.
  9. Part time employees, those employees who are regularly employed to

work less than thirty (30) hours per week.

10. Temporary employees.

- C. **Removal of Unclassified Personnel.** Hearing officers and the Commission Recorder may be removed only by a majority vote of the Commission, based on a quorum of five (5). Unclassified employees, with the exception of Department Heads, shall be hired, terminated, disciplined or suspended, with or without pay, by the City Manager. With the consent of the City Council, the City Manager may hire, suspend, with or without pay, for more than three days, demote, reassign or terminate any Department Head. The City Manager shall have the authority without the consent of the City Council to suspend any Department Head, with or without pay, for up to three days.
- D. **Special Procedure Related To Police Chief.** The Chief of Police is ~~in a unique position as a department head, who has the ability to impact policy and is responsible for carrying out the policy decisions of the City Council, and pursuant to the City Charter, as an a classified~~ employee covered by the Civil Service Regulations ~~Rules and Regulations~~ of the City. ~~Therefore~~ The Commission shall recommend the selection of the Chief of Police to the Mayor and City Council in conformity with the Socorro City Charter. ~~;~~ In view of this unique position the following regulations and procedures shall apply to any Complaint, Appeal or Grievance filed by the Socorro Police Chief;
1. The Complaint shall be governed by these Civil Service Regulations as to the filing and the hearing of the Complaint, Appeal or Grievance; and,
  2. At the conclusion of the hearing ~~in~~ regarding to the ~~Police~~ Chief of Police the Commission shall vote to decide the matter as in any other case, except the Commission's decision will be an advisory decision, which will be submitted to the City Council as a recommendation for final decision by the City Council, either on the record made before the Civil Service Commission or such supplemental or further hearing that the City Council shall choose to conduct.
  3. ~~The final decision of the City Council on the Police Chief's matter will be subject to appeal by any aggrieved party in the same manner as any final decision under this Ordinance.~~
- E. **Classified Services.** The classified services include all positions not listed in this Article.

#### IV. HUMAN RESOURCES DIRECTOR

- A. **Qualifications.** The Human Resources Director (HR Director) is a regular, department head of the City of Socorro and shall be appointed by the City Manager with the consent of the City Council. The HR Director must have recent, successful experience in personnel administration and be fully knowledgeable of current personnel practices.
- B. **Duties.** The HR Director shall:
1. Direct the personnel functions of the City under the supervision of the City Manager and City Council.
  2. Attend the regular and special meetings of the Commission and the proceedings before a hearing officer, either in person, or through a qualified representative.

3. Provide such staff assistance to the Commission as the Commission requests in carrying out its responsibilities.
4. Maintain the official personnel records of all employees, which shall include, but not be limited to, records of performance and efficiency, increases and decreases in salary, promotions, sick and vacation and other leave and, orders of layoffs and reinstatements.
5. Provide for, formulate and hold, competitive tests under the direction and supervision of the Commission, to determine the relative qualifications of persons who seek employment in or promotion to any position in the classified services, and as a result thereof, establish eligibility lists. In formulating the questions for examinations, the HR Director will consult with the head of the department and consider the job description for the position as may be appropriate.
6. Keep such other records as may be necessary for the proper administration of the Civil Service.
7. Provide and maintain a system for checking payrolls, estimates and accounts for payment of salaries to officers and employees in the classified services. No officer of the City may approve the payment of or be in any manner concerned in paying, auditing or holding a position or office in the classified service unless a payroll, estimate or account for such salary, wage or other compensation containing the names of persons to be paid and a statement that such services have been performed first, has been approved and certified by the HR Director.
8. Conduct studies concerning the administration and effect of the Civil Service and of the Rules made hereunder and report such finding and recommendations to the Commission and the Council as appropriate.
9. Make an annual report to the Commission and the City Council.
10. Perform such other and additional duties as may from time to time be prescribed by the City Manager or the City Council.
11. Conduct, direct, or supervise post-entry training.
12. Maintain eligibility lists.
13. As the Director of the Civil Service, the HR Director is to review all appeals and other hearing requests filed with the Civil Service and notify the Chairman of said filing. The HR Director, after consultation with the Chairman, may dismiss any appeal or other filing where it clearly appears from the information contained in the filing that the matter is not within the Commission's jurisdiction. At the next regular meeting, the HR Director shall provide the Commission with a full report on any matters dismissed under this authority.

## **V. DEPARTMENT HEADS**

Except as specifically provided in the Socorro City Charter the employment, retention, suspension, termination and discipline of all Department Heads within the City of Socorro shall be under the exclusive jurisdiction of the Socorro City Council and the City Manager.

## VI. GRADES AND COMPENSATION

- A. **Classes and Grades.** After consideration of the recommendation of the Commission, the City Council shall arrange all positions and offices into classes, subdivisions, or grades.
- B. **Grade Specifications.** The HR Director will maintain a record of each grade of positions in the classification plan, showing:
1. The applicable title, duties performed, and responsibilities;
  2. The minimum qualifications, required knowledge, skills, and abilities to be required of job applicants;
  3. The standard scale of compensation; and
  4. The official copy of each specification will be endorsed with the date of adoption and the signature of the HR Director and the department head where appropriate. All Amendments to the specifications will be similarly endorsed.
- C. **Specifications Interpreted.** The specifications of classes of positions in the classification plan have the following force and effect:
1. They are descriptive and explanatory and are not restrictive. The use of a particular expression or illustration as to duties, qualification, or other attributes will not be held to exclude others not mentioned, if such others are similar in kind or quality.
  2. When a substantial change of duties is made, or duties are added that are incidental to the main employment, such changes will be reported to the HR Director for the purpose of possible reclassification of the position.
- D. **Classification of New Positions.**
1. New positions may be created only with approval of the Council based on needs demonstrated by the department head concerned.
  2. Whenever a new position is proposed, the department head shall forward to the HR Department a description of the proposed duties and responsibilities of the position along with a proposed job description. The HR Director shall, after a study of the required duties, responsibilities and qualifications of the position, recommend the appropriate grade in the classification plan to which the position should be allocated.
  3. If no appropriate grade exists, a new grade shall be developed by the HR Director, which shall be submitted to the Civil Service Commission for approval, and then to the City Council for adoption.
  4. In determining the classification of a position, consideration shall be given to the general duties and responsibilities of the position, the recommended minimum entrance qualifications, and relationships to other positions.
- E. **Reclassification of Positions.**
1. The Commission or the HR Director may investigate of its own accord, or upon the request of a department head, any change in the duties and responsibilities of a position from those upon which it was originally classified. If it is found that the duties and responsibilities of the position have changed so significantly that the former classification is a substantially inaccurate description of the current duties and

responsibilities, the Commission may request the City Manager to direct the HR Director to place the position in its proper grade. A change in compensation applying to all positions of the same grade will not affect the seniority or other rights of those in the Civil Service. The HR Director may at any time secure from the appointing authority, department heads or employees involved, statements of the duties and responsibilities of the position under review. The comments of the appointing authority, department heads, and employees concerned will be considered before the revised grade is approved. The decision is subject to review by the Commission at the request of any interested party.

2. Whenever the reclassification of a position has been authorized, the Commission, after conferring with the appointing authority and department head concerned and the HR Director, will determine whether:
  - a. the position in the new grade will continue to be held by the incumbent of the reclassified position; or
  - b. is to be filled through a non-competitive or competitive examination.

**F. Review of Classification Plan.** If City Council, under a reclassification of existing positions in the Civil Service, classifies a position at a higher grade than that to which the incumbent was certified as eligible, the Commission may require the incumbent to demonstrate his or her fitness to perform the enlarged duties of the position through a noncompetitive or competitive examination. Failure on such an examination will be cause for the employee to be retained in the position for ninety (90) days while the HR Director undertakes to locate another position at the employee's current grade for which the employee is qualified, and to which he or she may be reinstated in accordance with the order of certification. If the HR Director is unable to locate an appropriate vacancy within the ninety (90)-day period, the employee will be laid off and placed on the appropriate reinstatement list.

**G. Appointment of Former City Employees.** Appointment of former City employees to classified positions shall normally be made at the minimum or first year rate. However, in accordance with this Ordinance, the City Council may permit appointment at a higher rate in cases where the person appointed has previously served in the same or in a similar position as a department head or assistant department head.

## VII. COMPENSATION

### A. Compensation.

1. Where graded scales of compensation have been established for positions in the Civil Service, appointment to such positions from either original or promotional eligibility lists will normally be made at the lowest compensation rate. Former department heads or assistant heads may be hired at a rate governed by this Ordinance, subject to approval of the Commission and Council.
2. The salary of a person already in a permanent position in the classified or

unclassified service of the City will not be reduced upon entry or promotion to another position in a higher graded class.

3. A transfer from one position to another position in the same grade will not deprive the person transferred of his credit for length of service in the former position.
4. Advancement from rate to rate within a pay range will be made on the basis of meritorious service and efficiency.
5. Special merit raises may be given to employees by the City Manager for outstanding service if permitted by the City Council. Such raises shall be in addition to the employee's base pay. The employee shall retain the merit raise so long as the employee remains in the Civil Service at the same or a lesser pay grade as the one in which the employee was serving at the time of the merit raise. Should the employee be promoted to a new grade, the base salary, plus the merit raise will be used to equalize the salary in the new grade, and the employee will be advanced one additional step. After the first fiscal year in which the employee receives the merit raise, the percentage amount will be translated into a dollar figure, which will remain with the employee's salary, rather than the percentage increase in the following fiscal years. The amount of any merit increase will be counted as part of the employee's salary for final compensation for pension purposes. Such raises shall be considered only once during the fiscal year, and then only if permitted by the City Council. Such raises shall be given in accordance with the employee's performance of assigned duties, reliability, initiative, responsibility, creativeness, and overall outstanding service as documented and recommended by the employee's supervisor and department head, and approved by the City Manager.
6. Employees are not allowed to work overtime without authorization from proper authority. Employees who work unauthorized overtime will be paid for time worked, but may be appropriately disciplined for insubordination. Supervisors are responsible for ensuring that all over time work is authorized and reported. Exception to preapproved overtime will only be permitted under extraordinary circumstances. The supervisor (or proper authority) may adjust the employee's work hours by requiring the employee to take time off work, so that the employee works 40 hours during the workweek.

**B. Compensation Reduction.** The Council has no power to reduce the pay of any City employee or group of employees, except when such reduction is necessary to equalize the pay, according to the provisions of the classification and compensation plans, or for reasons of economy. If a pay reduction is for reasons of economy or pay equalization, it must be uniform throughout the classified service.

**C. Compensation Changes.**

1. The wages and salaries of all persons in the Civil Service will be reduced by the same percentage whenever the budget set by the Council for all wages and salaries is less than that normally required by the classification and compensation plans.

2. Except for reclassification, pay increases necessary to maintain competitive pay scales in departments, merit increases or similar circumstances, general increases in wages and salaries will be applied uniformly to all persons in the Civil Service.
- D. Salary Standardization.** Grades for classes of positions having substantially similar requirements as to duties, authority, responsibility, training, and experience must be uniform for all civil service positions. Payment of different rates within grades must be based only on factors of longevity, merit increases, step increases, and shift differentials.
- E. Transfer to Same Grade.** Whenever an employee in any department of the City is transferred to a position in another department, the employee shall retain his grade and step, provided:
1. The position is the same grade as the one from which transfer is made; and
  2. The employee has been performing services substantially similar in nature and having similar requirements as to training and experience to those of the new position, as determined by the HR Director, subject to review by the Commission. Seniority credit where applicable will be given to the employee for the number of years he/she has been performing similar work in the former department.

## VIII. ORDER OF CERTIFICATION

- A. Order of Certification.** Upon receipt of a requisition from an appointing officer to fill a vacancy, the HR Director shall certify the names of qualified eligibles. Except as otherwise provided in this Article, that certification shall be in accordance with the following order of certification of those persons who are:
1. Incapacitated from performing their position, but fully qualified to perform the essential duties and functions of the open position;
  2. Separated, without fault or delinquency on their part, within ninety (90) days of the date of the requisition, from positions in the same department in which a vacancy exists, excluding those who have resigned;
  3. Separated, without fault or delinquency on their part within ninety (90) days of the date of the requisition, excluding those who have resigned, and who are being reinstated to a position of the same job description as their former position, but not in the same department;
  4. On a promotional list;
  5. On a reinstatement list and who were not formerly employed in the same department within ninety (90) days of the date of the requisition, excluding those who have resigned;

~~5.6.~~ On a reinstatement list as a result of resignation in good standing within ninety (90) days of the date of the requisition, and who are being reinstated to a position of the same job description from which they resigned;

~~6.7.~~ On a transfer; and

~~7.8.~~ On an original entrance list.

**B. Rule of Three.** Upon receipt of a requisition to fill a vacancy, names of the three

(3) highest scoring on the eligibility list shall be certified for one (1) vacancy, and one (1) additional name (the next highest) for each additional vacancy shall be certified, except in cases where a reinstatement is being made.

In cases where there are fewer than three names on the proper eligibility list, the HR Director may certify names from the next lower list(s) until three names are certified.

In making certification from promotional lists, however, the City Council, in accordance with Ordinance, may direct that those persons serving in the department in which the vacancy exists, be certified in preference to persons on the same list serving in other departments, if it appears that this would improve the efficiency of the department.

**C. Other Provisions.**

1. **Certification from Lower Grade.** When an employee is eligible for appointment to a position, but there is no vacancy in that position, the employee may be certified to an appropriate lower grade position. Appointment to a lower grade position establishes the employee in that position provisionally. If a vacancy occurs in the higher grade position, while the employee is in good standing on the eligibility list, the employee may be appointed to that position in accordance with the order of certification.
2. **Certification to More Than One Vacancy.** Where certification has been made to more than one (1) vacancy, the relative seniority of those appointed will be determined by procedures established in this Ordinance.
3. **Positions Vacant Through Leaves of Absence.** Any position made vacant by temporary leave of an employee may be filled temporarily only. Persons who are temporarily employed to take place of employees on leave will take their original place on the eligibility list upon termination of the leave, provided the individual is in good standing at that time.
4. **Waiver.** The City Council will permit persons on eligibility list to waive certification, reinstatement, or appointment three (3) times. Requests for waivers for appointment must be filed with the HR Director within two (2) working days from the date of certification; and, if approved, the name of the eligible may not be certified until the waiver has been withdrawn or expired. Waivers, whether continuous or otherwise, may not be permitted for a period of longer than one (1) year. The names of persons on eligibility lists will be removed after three (3) waivers.
5. **Requisition.** To initiate the employment of any classified employee, the appointing officer will submit a requisition to the HR Director to fill all vacancies. Requisitions will be made on a form prescribed by the HR Director in making a proper certification.

6. **Certification.** The HR Director will certify to the appointing officer upon receipt of a requisition, the names, and addresses of eligibles in the order outlined below. The names of the three (3) highest scoring individuals on the eligibility list will be certified for the first vacancy, and one (1) additional name (with the next highest score) for each additional vacancy in all cases, except those where a reinstatement under the provision of this Ordinance, is being made. (The term "reinstatement" as here used does not include certification from an examination list, even though a person so certified may have been formerly employed, and in every case where certification is made from an original examination list, the ordinary rule of

certification of three (3) for one (1) vacancy and one (1) name for each additional vacancy, will be followed). The order of certification will be:

- a. First, persons who are incapacitated from performing the duties of their position, but fully qualified to perform the essential duties and functions of the open position;
  - b. Second, persons separated without fault or delinquency on their part, from positions in the same department in which a vacancy exists (within ninety [90] days of the date of the requisition), excluding those who have resigned. Whenever any position or office is vacant and the name of the former incumbent of that position or office is on a reinstatement list (who has been separated from employment with the City for less than ninety [90] days), excluding those who have resigned, the name of the former incumbent only will be certified for the position or office. The employee or officer so appointed will not be required to pass a probationary test or period of service. He will receive the salary fixed for the position or office at the time of reinstatement, and will hold the same seniority status as though he had not been separated from the position or office;
  - c. Third, persons separated, without fault or delinquency on their part (within ninety [90] days of the date of the requisition), excluding those who have resigned, and who are being reinstated to a position of the same job description as their former position, but not in the same department;
  - d. Fourth, persons on a promotional list;
  - e. Fifth, persons on a reinstatement list who were not formerly employed in the same department (within ninety [90] days of the date of the requisition), and who are being reinstated to a position of a different but similar job description as their former position, excluding those who have resigned;
  - f. Sixth, persons on a reinstatement list as a result of resignation in good standing (within ninety [90] days of the date of the requisition) and who are being reinstated to a position of the same job description from which they resigned;
  - g. Seventh, persons for whom a transfer from one department to another has been approved under the rules governing transfers;
  - h. Eighth, persons standing on original entrance lists. When there are no persons eligible under paragraphs "A" through "G" above, names are to be certified from the original entrance list up to the number required by this Ordinance.
7. **Certification of Multiple Vacancies.** If more than one vacancy exists for a given position, the order of certification shall conform to a first choice from the first three (3) eligible for appointment (i.e., the second (2nd), third (3rd), and fourth (4<sup>th</sup>) names on the appropriate eligibility list), and so on until the complete number of appointments has been made.
8. **Failure to Respond to Offer of Appointment.** The failure of an eligible

person to report to the appointing officer within six (6) working days from the date of mailing of notice of appointment, or within two (2) working days of the date of sending the notice by special messenger or electronic mail to the last address shown on the records of the HR Director, will be considered sufficient cause for removal of the name of the person from an eligibility list. If the person declines or does not respond to the notice properly sent, certification of the name of the eligible name next in order on the list will be made.

9. **Objection by Appointing Officer.** The appointing officer will make a selection from the eligibility list solely on the basis of merit and fitness. If he or she has information regarding any person certified tending to show that the person is unfit for the position to be filled, he or she will communicate that information, in writing, to the HR Director and the Commission. Such information may relate to disqualification.
  - a. Because of which the Commission might have refused to examine the applicant as set forth below, or
  - b. Which may have arisen subsequent to the filing of the application and holding of the examinationIn every such case the Commission will enter its findings in the record.

The Commission will withdraw from the certification the name of any eligible whom it finds to be not qualified for the position under consideration, and will certify an additional name for each eligible so withdrawn. The Commission will also determine in each such case whether there is sufficient cause to remove the name of the person affected from the eligibility list, and if so, withdraw it.
10. **Limit on Certification.** The HR Director will permit persons on eligibility lists to waive certification, reinstatement, or appointment three (3) times. Certification for temporary appointment will not be counted as one of such certifications
11. **Cancellation of Certifications.** At any time after an eligible person has been certified by the Commission at the request of an appointing officer, and the appointing officer decides not to fill the vacancy, or decides to fill the vacancy by other methods, which meet with the approval of the Commission and are in accordance with the provisions of this Ordinance, the certification will be canceled, the eligible persons so notified, and entry made on the record by the HR Director
12. **Notice of Appointment and Separation.** Each appointing officer will immediately notify the HR Director of all appointments in a manner prescribed by the HR Director, in each case giving the name of the appointee, his or her address, the title of his position, the compensation grade, and date of commencement of service and salary or compensation. He or she will also notify the HR Director immediately of any separation of a person from the service or any other change therein, and such additional information as the HR Director may, from time to time require, in order to maintain the list of employees in the Civil Service

## IX. APPOINTMENTS

- A. **Regular Appointments.** The HR Director will transmit the certification list to the City Manager who will appoint a person or persons from the list to fill the applicable vacancies to which the list applies.
- B. **Provisional Appointments.** With approval of the City Manager, provisional appointments may be made upon receipt of a request to fill a vacancy for which no reinstatement or other eligibility list exists or to which, after certification of names on the lists, no one responds or will accept appointment. Any person so appointed must meet the minimum qualifications established for the position. Under no condition may a newly created position be filled by a provisional appointment. No person may receive more than one (1) provisional appointment in any twelve (12) months. Provisional appointment will be effective only until a regular appointment is made from a certification list. In no case may a provisional appointment exceed six (6) months. Provisional appointments may be made in accordance with this Ordinance provided that as soon as an eligibility list is secured for a position filled by provisional appointment, the HR Director will certify to the appointing officer the names of the eligibles standing highest on the list, and the appointing officer will make a regular appointment within fourteen (14) working days of the date of the certification. If no appointment is made, the provisional appointment will terminate at the expiration of the six (6)-month period provided in this Ordinance.
- C. **Temporary Appointments.** When services to be rendered are of a temporary character, a temporary appointment may be made by the City Manager from one (1) of the first three (3) persons on a certification list who is willing to accept the appointment. The person appointed will retain all rights to certification for full-time appointment as though no temporary appointment had been made. If it is not practicable to make a temporary appointment from a certification list, the City Manager may authorize the employment of a noneligible until regular appointment can be made. The duration of temporary appointment may not exceed six (6) months and is subject to reappointment. Temporary appointments may be made in accordance with this Ordinance, provided that any non-eligible person so appointed must possess the minimum qualifications required for the position as described and set forth in the classification plan. A provisional or temporary appointment will not confer upon the appointee any privileges of promotion, transfer, or reinstatement to any other position in the service.
- D. **Temporary Appointment Made Regular.** The appointment of any person temporarily serving may be made full-time, provided conditions set forth are met. Any person who has been appointed temporarily from the appropriate eligibility list, and who at the time of the appointment was one of the top three (3) eligibles, willing to accept the appointment under the conditions stated, may, in case the position is made full-time, be permanently appointed in the position. This appointment is authorized regardless of the number of higher eligibles willing to accept full-time appointment but only:
1. On approval by the City Manager;

2. If it is shown to the City Manager's satisfaction that the fact that the position would become full-time was not known to the appointing officer at the time the temporary appointment was made; and
  3. If the eligibility list from which the temporary appointment was made is, or was, the most appropriate eligibility list for such full-time appointment.
- E. Notice of Certification.** The HR Director will send a notice of certification of a person's name for reinstatement or appointment to him or her at his or her last address that is on file with the HR Department.
- F. Nepotism.** It is the duty of every appointing officer to inquire of all prospective appointees whether a relationship or kinship as defined in this Ordinance and the City Charter exists, and to report to the HR Director the existence of such a relationship. The HR Director shall refuse to certify the salary of any person appointed without compliance with these provisions.
- G. Independent Contractors.** As an exception to the order of certification, independent contracts may be made, with approval of Council where, for reasons of economy, efficiency, or immediate and temporary need, it is necessary to contract with persons outside the Civil Service. The reasons shall be limited to a need for:
1. Temporary service, in which case the contract may not exceed one (1) year, and may not be renewed or extended;
  2. Professional services; or
  3. Personal services; or
  4. Any other service contracts authorized in this Ordinance.
- In order for any independent contracts to be made outside the Civil Service, it must be shown to the City Council that such contracts are only for the reasons of economy, efficiency, or immediate and temporary need. No such contract will be approved by the City Council if it is determined that such contract is being made for the purpose of circumventing the Civil Service provisions of this Ordinance. The following definitions will apply:
1. Independent Contractor shall be defined as one who, exercising an independent employment, contracts to do a piece of work according to his or her own methods and without being subject to the control of the employer except as to the result of his or her work.
  2. Professional services shall be defined as those in which the labor and skill required are predominantly mental or intellectual rather than physical or manual, and are those which require years of education and experience in order to obtain competence, and those professions having standards of study that are widely recognized.
  3. Personal services shall be defined as those in which the contract price is largely for employee wages rather than for machinery, profit, taxes, insurance, and other items.
- H. Reappointment to Temporary Employment.** Any person who has been appointed to a temporary position from an eligibility list, being one ~~(1)~~ of the three (3) persons highest on the list willing to accept appointment at this time, may be reappointed to another temporary position, provided such reappointment is requested by the department head and approved by the City Manager.

## X. APPLICATIONS

- A. **Filing of Applications.** Applicants for all positions, except those in the common labor service, must file an application with the Human Resources Department not later than the date specified in the announcement for the examination and in the manner prescribed in the job announcement. Under no circumstances will application forms of any examination be distributed after the close of the filing period:
1. The HR Director will fix the limits of time within which applications for a given examination must be presented, but such period will in no case be less than ten working days.
  2. Any false statement knowingly made by an applicant in his or her application for admission to any examination, or made at his or her request, or with his or her knowledge in any certificate which may accompany his or her application, or any other fraudulent conduct will be sufficient grounds to:
    - a. Exclude him or her from such examination, or;
    - b. Remove his or her name from any register or eligibility list, or;
    - c. Remove him or her permanently from his or her position if he or she has secured appointment from such examination.Any applicant who knowingly falsifies his or her application will be ineligible to apply for any City position for a period of three (3) years from the date the falsified application was submitted. Additionally, that person's name will be removed from any eligibility list on which it currently appeals.
  3. In case of applicants for positions, the duties of which require special qualifications, the HR Director will require evidence of a sufficient degree of education, training, or experience. He or she may also demand such certificates of competency or licenses as the law may require for the practice of the profession, art or trade involved.
  4. The HR Director, subject to appeal to the Commission, will refuse to examine an applicant, or after examination to certify him or her as ineligible, and will remove Applicant's name from the eligibility list for any of the following reasons, in each case to be fully documented:
    - a. Applicant is found to lack any of the preliminary requirements established in the classification for the position and grade for which he or she applies; or
    - b. Applicant is unable physically or mentally to perform the duties of the position to which he or she seeks appointment; or
    - c. Applicant has been convicted of a felony, or a misdemeanor involving moral turpitude, which is determined to be job related to the position sought; or
    - d. Applicant has been dismissed from public service for delinquency or misconduct, which is determined to be job related to the position sought; or
    - e. Applicant is found to have committed any act, either while in

the service of the City, or otherwise, or to have any deficiency or disqualification which, would be sufficient to constitute a just cause for discharge from the Civil Service as defined in this Ordinance.

5. A person may at any time leave on file with the HR Director, his or her name and mailing address and the name of the position for which he or she wishes to take an examination. Such application will remain on file for a period of one (1) year. The HR Director will send notice of the date of the examinations to persons who have so filed such notice to be sent, if possible at least ten (10) working days prior to examination.
- B. **Applications Not to be Returned.** Applications filed with the City will become the property of the City, and under no circumstances will they be returned to applicants or be altered or revised.
- C. **Unused Application.** Applications for one (1) examination will not be used for any other or later examination.
- D. **Disqualification From Examination.** Applicants who are disqualified from taking an examination for any of the above reasons and who wish to file an appeal must do so within eight (8) calendar days after the mailing of such notice of disqualification. Such appeals will be forwarded to the Commission for its review and determination. Untimely appeals will not be accepted. If the examination is held before the appeal is heard and determined, the HR Director may allow the applicant to take the examination conditionally pending a Commission determination. In such cases, the applicant will have no examination review rights unless the Commission rules in the applicant's favor.
  1. **Fees.** No fees will be charged in any examination..
  2. **Age.** Appointment to any position in the classified service shall be made without discrimination based on age, except where age constitutes a "bona fide occupational qualification." Age limits for classes of positions will be established by the City's employment policies.

When age limits for positions are established, an applicant will be considered to be within the age limit if his or her birthday falls any time within the month in which the examination is held. If the examination has more than one component, the applicant must meet the age requirement in the month in which the first component of the examination is administered.

## XI ORIGINAL ENTRANCE EXAMINATIONS AND ELIGIBILITY LISTS

- A. **Residence Preference.** Preference will be given to all original entrants who reside within the City. The Commission may make exceptions, either full-time or temporary, because of particular job-related circumstances.
- B. **Examination Standards.** Whenever necessary, the City Council shall hold original, competitive entrance examinations for positions in the classified service. Examinations will be held only after due notice, as defined in this Ordinance. Persons attaining at least the minimum rating required for the examination shall

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be placed on an eligibility list in the related order of scores achieved. Tests shall be confined to subjects which will determine fairly the capacity of the persons examined to perform the duties of the position to which appointment is to be made. When it is not practicable to give examinations (as in the case of labor positions which do not require any specialized knowledge, skills and abilities), priority in filing applications will establish priority of standing on the eligibility list.

No question in any examination will relate to the applicant's religion or political affiliation. Subject to review by the Commission, the HR Director may refuse to examine or to certify an applicant judged disqualified for any just reason, as delineated in this Ordinance.

- C. Penalty For Deceit In Examination.** An applicant in any examination who uses or attempts to use any unfair or deceitful means to pass the examination shall be excluded from further participation in the examination, and will not be eligible to reapply for any employment with the City of Socorro for three (3) years.
- D. Medical and Physical Examinations.** All applicants for classified positions must meet any physical requirements to be set in the classification manual, or required by the City's employment policies.
- E. Oral Examination and Practical Tests.** The HR Director in consultation with the Department head involved may include oral examinations or performance tests of fitness, as appropriate for the position involved.
- F. Police Investigations.** All applicants for examination or for employment must agree to participate in identification procedures and provide information, for purposes of background investigation, to the Human Resources Director. Refusal to comply with this section will result in rejection of the application.
- G. Eligibility Lists.** Eligibility lists will be compiled and maintained by the Human Resources Director. They will be in force for at least one (1) year, and removal from eligibility lists will be governed by this Ordinance.
- H. Consolidation of Eligibility Lists.** When there are names on an eligibility list for a position for which a new list is approved, the lists will be consolidated and all names will be placed on the consolidated list. Those persons who are named on the first list, who have not taken the new examination, will have their names removed from the consolidated list on the cancellation or expiration of the earlier list.
- I. Removal From Eligibility List On Account Of Nonappointment.** The Human Resources Director must remove the name of any eligible person from the list who:
1. Refuses regular appointment three (3) times after an offer of employment is made, or, who is not accepted for appointment after certification to any position three (3) times;
  2. No longer fulfills the requirements for the position; or
  3. Is appointed from a higher list.

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## XII. EXAMINATION, MARKING AND RATING

- A. Minimum Rating Required.** The method of determining passing scores in each

part of an examination will be determined by the HR Director and approved by the Commission. The method of scoring and grading tests will be objective and applied uniformly to all candidates. Where an examination consists of two or more parts, the HR Director may set minimum scores to be required in any part of the examination. An applicant who fails to attain this minimum score will be considered to have failed the entire examination and will not be entitled to take the balance of the examination. The HR Director shall establish a passing score on an examination for professional and technical positions (from a listing of same to be established by the Commission) at seventy-five (75%) percent. Minimum passing scores may be established for each component where an examination consists of more than one component and such scores shall be published in the notice concerning the examination.

Any applicant who has failed an examination for a position within one (1) year of the date of the failure will not be allowed to retake an examination for the same position, unless he or she can demonstrate to the Commission that he or she has acquired new skills or knowledge related to the position.

**B. Special Credit for Veterans.**

1. Veterans of any of the wars or other armed conflicts of the United States, including the Coast Guard, who are otherwise qualified, who have obtained a passing score on an original entrance examination, and who present an honorable discharge from military service, will have their ratings in the examination advanced five (5) points. A veteran is defined as any person who has served on active duty in the Armed Forces of the United States, or any division thereof, including the Coast Guard, in time of war or armed conflict for a period of 180 days and has been separated under honorable conditions from said service.

**C. Penalty for Deceit in Examination.** Where deceit in an examination is alleged, and the applicant denies the fact of deceit, or if the examiner in charge of the examination believes extenuating circumstances to exist, the applicant will be permitted to finish the examination, and a full report shall be submitted immediately to the HR Director, who shall forward it to the Commission along with comments and recommendations. The applicant will be given an opportunity to be heard. Should the Commission find the applicant guilty of deceitful conduct in connection with the examination, it may either cancel the examination papers of the applicant, or may reduce the examination score,

**D. Tie Ratings.** In case two or more persons receive the same rating after the addition of seniority efficiency credits, the resulting tie will be resolved by application, in succession, of the following procedure:

1. If the persons tied are already in the classified service, the one having the greatest seniority in the City service will have precedence on the list,
2. If two (2) or more tied persons have the same seniority, the one among this group with the highest overall efficiency rating in the last two (2) efficiency reports for each will have precedence.
3. If the persons tied are not in the classified service or if a tie still exists after using paragraphs 1 and 2 above, the tied person who has been a resident of Socorro for the greatest continuous length of time immediately

preceding the examination, shall have precedence.

4. If the persons tied are not in the classified service or if a tie still exists after using paragraphs 1, 2 and 3 above, the tie shall be broken by drawing lots.

**E. Notice to Candidate of Result of Examination.** Each candidate will be notified of the rating he has received, and, if such rating is above the required minimum, he or she shall be given his or her comparative standing. Any candidate who, though admitted to the examination, has been rejected for reasons other than failure to receive a rating above the required minimum will likewise be notified of the reasons for rejection.

**F. Preservation of Examination Papers.** Examination papers of each examination shall be preserved for at least the length of the life of the resulting eligibility lists. The examination papers written by an applicant certified for appointment will be open to the inspection of the appointing officer during such time as the papers are on file with the HR Director.

**G. Identification Marks.** Any competitor in a written examination who places any form of identification mark upon his examination answer sheets will be deprived of all benefits under such examination. No written examination answer sheets having identification marks will be marked or graded. The following are some, but not all, of the examples of marks of identification within the meaning of this section:

1. The real name or address of the applicant;
2. Any assumed or fictitious name or address;
3. Names of individuals or firms;
4. Any initials, lines, signs, marks, or characters that may indicate the identity of the applicant

**H. Review of Examination and Appeals.**

1. An examinee will be allowed to file a written appeal from any portion of a written examination. Such appeal should contain specific points or objection to specific questions, actions, or procedures. The HR Director will schedule one (1), one (1) hour protest period, for such appeals to be filed, at the convenience of the HR Department on the date of the examination, or, during the five (5) consecutive working days following the administration of the written examination. The protest schedule will depend on the size of the applicant group, and the availability of space and personnel staff. Several sessions may be scheduled, if necessary, to handle large groups. However, each individual will be allowed to attend only one (1) session. The time of such protest period will be announced prior to, or at the time of the written examination.
2. During the one (1)-hour period, the following materials will be available to examinees: unmarked test booklet, correct answers to questions, and protest forms. Examinees may bring their own reference materials. At the end of one (1) hour, all protests must be turned in to the Human Resource Department staff. No protests regarding the examination will be accepted after this time. Any individuals attending such session may write down the number of the test questions protested, and remove such written

- notations from the testing room. No other notes or papers shall be carried out by any individual attending such a session.
3. If the HR Director finds that any of the objections are justifiable due solely to clerical or other errors, he or she may make appropriate corrections in scores, subject to the right of appeal by the examinee to the Commission. The HR Director will make a written report to the Commission on any clerical changes made during such a protest period.
  4. Commencing the sixth (6<sup>th</sup>)-day after the date of the written examination, the HR Director will make available to the examinees scored answer sheets, a scoring key, and a written disposition of appealed items. Such information will be available to the examinees for five (5) days thereafter, during regularly scheduled work hours.

### XIII. ORIGINAL ENTRANCE EXAMINATIONS

- A. Character.** All examinations will be job-related and consist only of subjects which will fairly test the relative capacity of the person examined to discharge the particular duties of the grade to which appointment is sought.
- B. Content.** Examinations held to establish an eligibility list for any grade will consist of one (1) or more of the following components as determined by the HR Director subject to the review of the Commission.
  1. **Written Test.** The written part, when required, will include a written demonstration designed to show the familiarity of competitors with the knowledge involved in the grade of positions to which they seek appointment, their ability in the use of English (where job related), the range of their general information, or their general education attainments. An essay upon one (1) or more subjects may be required, if advisable.
  2. **Oral Interview.** The oral interview, when required, will include personal interviews with the competitors for classes of positions where ability to deal with others, to meet the public, or other special personal qualifications or verification of special technical or professional knowledge are involved. Normally, such interviews will be given only to the upper group of candidates as ranked by previous examination components.
  3. **Performance Test.** The performance test, when required, will include tests to measure the skill or ability of competitors to perform the work involved.
  4. **Physical Test.** The physical test, when required, will consist of tests of bodily condition, muscular strength, ability and the general physical fitness of competitors. The results either may be given a weight in the total examination, or may be used to exclude from further examination applicants who do not achieve the minimum required physical standards.
  5. **Psychological Tests.** The psychological test, when required, will include tests to determine mental alertness, the general capacity of applicants to adjust their thinking to new problems and conditions, or to ascertain their special character traits and aptitudes related to the job to be performed.

6. **Training and Experience.** An evaluation of training and experience, when required, will be based on the statements of education and experience contained in the application form or such supplementary data as may be required by the HR Director. The HR Director may investigate the truth of any statements by the applicant as to training and experience. If any such statement is false, the HR Director shall recommend to the Commission appropriate action as governed by this Ordinance.
- C. Subject and Weights.** The HR Director, after consulting the Department head involved, will determine subjects to be included in the examination and the weights to be ascribed each. The weights will represent reasonably the value of the associated subject in ascertaining the fitness of the applicants being examined.
- D. Special Examiners.** The HR Director may use other persons, qualified in a particular field, to prepare, conduct, or mark an examination.
- E. Medical Examinations.** All eligibles for employment in the Civil Service may be required to pass a medical examination before physicians designated for such purpose by the Human Resources Director to determine their physical and/or mental fitness for the position for which they are applying
- F. Notice of New Examination.** A circular of information stating the date, time and place of examination, age, residence, and other qualifications or limitations, definition of duties, salary schedules, and such other data as may be desirable will be prepared by the HR Director and will be available for review to every person who applies for the position. He or she will also publish this information in a newspaper of general circulation at least once a week of two (2) consecutive weeks and will post the information on the official public bulletin board at City Hall.
- G. Notice to Persons to Eligibility Lists of New Examinations.** When a new examination is called for a position for which there is an inadequate eligibility list, the persons whose names are on the existing eligibility list will be notified by the HR Director and given the opportunity to take the new examination for the purpose of establishing their names on the new eligibility list and raising their grades. Such persons' places on the eligibility list will be determined by the higher rating received in either examination.
- H. Postponement or Continuance of Examination.** Whenever it appears to the HR Director, by reason of the small number of applicants for any examination, that such examination has not been given sufficient publicity, or for any other good and sufficient reason, he or she may postpone the examination to a later date, or cancel it. A postponement which does not exceed sixty (60) days, will not necessitate readvertisement; but all persons who have applied will be notified of the postponement by the Director in writing and will be further notified of the time at which they are to appear for such examination.
- I. Development and Administration of Examination.** Every examination will be under the responsible direction of the HR Director. The HR Director will make periodic reports and recommendation to the Commission on testing procedures. The Commission may review at any time all examination procedures developed by the Human Resources Department.
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- J. Concealing Identity on Written Examinations.** On the date of formal written examination the identification sheets of the candidates will be sealed and the identity of each will remain concealed until the papers have been graded. When specified ratings have been required in one or more subjects prior to the completion of the examination, the identification envelopes may be opened on the establishment of such ratings in order to notify applicants to appear for the remainder of the examination. The identity of the candidates completing the examination will be concealed again in the above manner.

#### XIV. PROMOTION

- A. Examination.** Promotion to any position in the Civil Service shall be by examination weighed by seniority and performance record, except as otherwise provided in this Ordinance. Examination standards shall be as described herein. Promotional examinations shall be held whenever a vacancy or anticipated vacancy exists for which there is no reinstatement or appropriate promotional list, unless the Commission and the City Manager determine that it is not reasonably possible to do so. Examinations may also be held when fewer than three (3) eligibles are available on a current list, if requested by the department head or appointing authority.
- B. Eligibility.** A person will be eligible for promotion following successful completion of the initial probationary period and after meeting any criteria established in this Ordinance
1. A person is eligible to take promotional examinations after actual service in a full-time position for six (6) months and upon fulfilling the qualifications for the grade as specified in the job description.
  2. Employees who are on probation in positions to which they were recently promoted will not be allowed to take promotional examinations, unless completion of the probationary period is not necessary for the employee to meet the minimum experience requirements of the promotional position.
  3. Persons on leave or on reinstatement lists, if otherwise qualified, are eligible to take promotional examinations.
  4. Persons holding appointment in a regular, full-time position in the Civil Service will not, while holding such appointment, be permitted to participate in any subsequent examination held for other positions within the same grade. Any examination standing secured in violation of this section will be void. No person may be an appointee in a full-time position in one (1) grade in the Civil Service and at the same time be eligible for another position in the same grade. Such applicants will be rejected.
  5. No person may take a promotional examination if he or she cannot physically perform the essential duties of the position to which he or she seeks promotion.
  6. No employee who is demoted for disciplinary reasons is eligible for any promotional examination within two (2) years of the effective date of his or her demotion.
  7. Any employee who is removed or who resigns during his or her

probationary period is ineligible to take any Civil Service examination for a period of two (2) years from the date of removal or resignation. This provision may be waived by the Commission if in its judgment the cause of the removal or resignation will not affect the employee's usefulness in some other position.

- C. **Rating of Seniority.** The credit given for seniority is as follows: One-half (1/2) point will be added to the score of an applicant for each of the first (1<sup>st</sup>) four (4) complete years of continuous ~~serve~~-service in a full-time Civil Service position, to a maximum of two (2) points; except, as provided in this Ordinance, and provided that the minimum passing grade is achieved on the examination or evaluation. Seniority will be computed from the date of the person's last promotion and to the date of the examination. If the employee has never received a promotion, seniority will be computed from the date of appointment to the position from which promotion is sought.

#### XV. SPECIAL PROVISIONS

- A. **Probation Period.** All persons employed by the City of Socorro will be on probation for a period of six (6) months of actual continuous service, except the probationary period for Police Department employees will be twelve (12) months of actual continuous service. Promoted employees whose probationary appointment is not made full-time will be reinstated in their former positions
- B. **Impact of Staff Reductions.** The HR Director is authorized and directed, subject to approval by the City Council, to establish systems for reducing the impact on the Civil Service of Staff reductions caused by operating economies:
- C. **Nepotism Prohibited.** Except in the case in which an appointing officer appoints the highest scoring individual certified from a promotional or original entrance eligibility list, or from a reinstatement list involving the appointment of a former incumbent, no person may be appointed to or reinstated in any classified position who, at the time of appointment or reinstatement, is related in the first (1<sup>st</sup>) or second (2<sup>nd</sup>) degree of consanguinity or in the first (1<sup>st</sup>) or second (2<sup>nd</sup>) degree of affinity, to the City Manager, the appointing officer, the HR Director, or the direct superior of the position being considered. Kinship to members of the City Council shall be governed by the terms of the City Charter.
- D. **Governing Provisions.** The provisions governing the character and content of examinations set forth previously herein above will also apply to promotional examinations.
- E. **Frequency and Examination.** Promotional examinations will be given whenever needed to fill a vacancy for which an adequate promotional list does not exist, or when a request is received to fill a vacancy and a promotional examination has not been offered for the grade within the past year. More frequent testing will be held by the HR Department for those classes which have been shown to have a high or moderate demand, whether or not a requisition is received or a vacancy occurs. Unless the Commission finds that the needs of the City would be otherwise better met, an original and promotional examination will be given simultaneously.

- F. **Notice of Examination.** Notice of promotional examinations will be posted by the HR Director for at least ten (10) working days prior to the examination on the official bulletin board in City Hall and in such other City buildings as are appropriate to ensure that all employees are fully informed. The notice will give the date, time and place of the examination and the minimum qualifications of the position.
- G. **Application for Promotional Examination.** Each eligible who cares to compete for promotion must fill out the prescribed application for promotional examination, and file this application at the office of the HR Director on or before the closing date specified in the announcement of the examination. The eligible must be able to read and write, and must fill in his or her own application, unless the HR Director after consulting the Department head involved, determines that such abilities are not necessary to the performance of the duties of the higher position.
- H. **Promotion Within Department.** Promotional examinations will be open to all persons properly qualified, without regard to the department in which they are serving. In making certification from promotional lists, however, the HR Director may direct that those persons on the promotional lists who are serving in the department or other organization in which the vacancy to be filled exists, be certified in preference to persons on the same lists serving in other departments or organizations, if it appears that the efficiency of the service would be improved thereby, in accordance with this Ordinance. In making certification from promotional lists wherein the department head wishes to appoint the top ranking eligible serving in the same department in preference to others on the promotional list, the department head will first interview the top three (3) candidates on the promotional eligibility list, to ensure that the efficiency of the service would be improved by preferential certification of the person serving in the same department.
- I. **Promotion Following Creation of Higher Position With Overlapping Duties.** Whenever a new and higher position is created having substantially the same duties as one already existing, the incumbent of the old position, whether abolished or not, may be appointed to the new position without examination. It must be shown to the satisfaction of the Commission that the person is performing the duties of the position satisfactorily, and the additional duties were not assigned to the person for the purpose of evading the necessity of a competitive examination.
- J. **Promotion After Reclassification.** Where a position has been formally reclassified because of additional duties and responsibilities, or to correct an error in classification, the incumbent of the former position may be promoted or appointed without examination, upon request of the proper appointing officer. It must be shown to the satisfaction of the Commission that the person for whom promotion or appointment is requested has fully performed the additional duties and assumed the responsibilities on account of which reclassification was allowed, and is fully qualified to fill the higher grade position. It must further be shown to the satisfaction of the Commission that the additional duties were not assigned to the person for the purpose of evading the appointment to a position by

competitive examination, and the necessity for the creation of the higher position has been established.

- K. Temporary Promotions.** An interim or temporary promotion to a higher position made necessary by reason of sickness, disability or other absence of a regular employee for at least thirty (30) days, may be authorized by the City Manager, without examination upon written request of the department head, who will set forth full information regarding such request. All such temporary promotions will continue only during the period of sickness or disability. In no event will such temporary appointment be effective for longer than six (6) months without a new request being made by the appointing officer and approved by the Commission. An individual appointed in this manner must meet the minimum qualifications for the position to which promotion is being made. Such promotions are limited to individuals within the same department from which the temporary absence exists. If a promotional list exists for the position, the appointing authority should give first (1<sup>st</sup>) consideration to persons within the department who are on such list

#### **XVI. ELIGIBILITY LISTS**

- A. Duration of Eligibility Lists.** Eligibility lists, other than reinstatement lists, will expire automatically one (1) year from the date they are certified unless extended by the Commission prior to the expiration date.
- B. Change of Address.** Each person on an eligibility list will file with the HR Director written notice of any change of address, and failure to do so may cause his or her name to be removed from the list after notification has been attempted and subject to appeal to the Commission.
- C. Impact of Changes.** Changes or rank, or addition or subtraction of names, made on lists of eligibles because of clerical errors or re-ratings, will not change the date of the adoption of such lists nor give any persons the right to claim any beginning date of eligibility other than the date of the adoption of the original eligibility list that created their eligibility.
- D. Revocation of List.** An eligibility list, other than a reinstatement list, may be revoked and another examination ordered only when in the judgment of the Commission such action is deemed advisable because of errors, fraud, or inappropriate standards prescribed in connection with an examination. All competitors in the first (1st) examination will be given an opportunity to compete; and new eligibility list will be established except in the case of inappropriate minimum qualifications, in which event only competitors in the first (1st) examination who meet the new qualifications may be tested. No eligibility list will be altered or revoked except upon written notice to all persons whose standing may be affected.
- E. Removal From Eligibility List Through Loss of Qualifications.** The name of any eligible who no longer fulfills any preliminary requirement required at the time of examination (such as residence or the possession of a license or certification) will be removed from eligibility lists by the HR Director.
- F. Removal From The Promotional List Of Persons Permanently Separated**

**From Service.** The names of persons permanently separated from the service on account of resignation, discharge or other cause will be removed from all promotional lists by the HR Director.

- G. Removal From Lower List if Appointed From Higher List.** A person whose name is on lists of different grades or lists with different salary schedules will be removed from a lower grade eligibility list or one with a lower salary schedule upon appointment to a higher grade position or one with a higher salary schedule. Upon giving up such appointment to the higher grade position, an employee may request and have his or her name restored by the HR Director to any eligibility list from which it was removed under this section.
- H. Removed on Account of Non-Appointment.** Certification for temporary appointment and certification on which waiver is requested and approved will not count as one of the certificates under this Ordinance.
- I. Circulation of Eligibility List.** The HR Director may at any time in anticipation of a request for certification circulate the names of persons on any eligibility list to determine if they will accept appointment or if they wish their names to remain on, or be deleted from the list. The HR Director will be governed in certification and the keeping of such names on the list by the returns from such circulation. A circulation of a list need not be made within a period of six (6) months of a previous circulation for greater salary or greater permanency. Eligibles who have declined appointment need not be certified to new vacancies within the six (6) month period. However, anyone eligible who has declined but who thereafter notifies the HR Director in writing of his or her willingness to accept will not be passed over within the period.

## **XVII. LAY-OFF; VACATIONS; LEAVE; RESIGNATION AND REINSTATEMENT**

- A. Conditions For Layoff.** Whenever it becomes necessary through lack of work or funds, or through the abolishment of a position or grade, or for any other reason not involving delinquency on the part of the employee, to reduce the number of employees in any grade, the appointing authority may order a layoff. The reduction will be made in the following order:
1. Temporary and provisional employees;
  2. Unclassified employees hired under this Ordinance; and
  3. Full-time classified employees in the reverse order based on seniority in all City positions held.
- Procedures governing this section will be prescribed in this Ordinance.
- B. Job Rights.** Employees who are removed from their positions as the result of abolishment or a layoff (to include subsequent displacement action) will have the right to be appointed to any vacant position for which they are qualified, provided the vacancy occurs within ninety (90) days and the grade to which appointment is sought is at or below the employee's class grades at the time of removal. If such an appointment cannot be made, the employees will have the right of appointment to positions, occurring within ninety (90) days, in any department in a lower grade, in the same grade, or to a grade in which the employees have served, provided that:

1. The employees are fully qualified for the position; and
  2. The employees who may be displaced as result of the appointment have less seniority than the employees claiming the job.
- C. Reinstatement Lists.** Laid off employees who cannot be placed in other positions at a pay grade equivalent to or below their current grade will have their names placed on reinstatement lists for a period of ninety (90) days, and will be considered in accordance with Order of Certification for subsequent vacancies, as they occur.
- D. Leave of Absence.** After consideration of an employee's request and the recommendation of the department head, the City Manager may grant an employee leave under conditions set forth in the City's leave policies in the Socorro official Employee Handbook.
- E. Reinstatement Following Leave Of Absence.** Upon the expiration of an approved leave, an employee is reinstated as provided in the City's leave policies in the Socorro official Employee Handbook.
- F. Failure to Return After Leave.** Failure to report at the expiration of a leave will be cause for separation from the service. However, if the employee so separated shows to the satisfaction of the City Manager that the failure to report was excusable the City Manager may order reinstatement.
- G. Sick Leave; Military and Family Medical Leave.** Classified employees are entitled to an annual sick leave, as provided in the City's leave policies in the Socorro official Employee Handbook. Military and Family Medical Leave will be provided as required by State and Federal Law and the Socorro ~~official~~ Employee Handbook.
- H. Vacations.** Classified employees are entitled to annual vacation with pay as provided in the City's vacation leave policies in the Socorro ~~official~~ Employee Handbook.
- I. Resignation.** The head of the department receiving and accepting ~~at~~ the resignation will immediately notify the Human Resource Director of the resignation.
- J. Reinstatement Following Resignation.** Any person who has held a classified position and has resigned from the service in good standing and without fault or delinquency will, upon recommendation of the City Manager and Council approval, be placed on the proper reinstatement list below those on the list because of layoff or job abolishment.
- K. Removal From Reinstatement List.** Any person on any reinstatement list who becomes ineligible to hold the position or who moves from the City will be removed from the list. All names of persons on the reinstatement lists will expire and be removed ninety (90) days after the individual's separation from employment.

## XVIII. TRANSFER AND REDUCTION

- A. When Transfer Is Permissible.** Transfers may be made from a position in one ~~(1)~~ department to a similar position, ~~or at~~ the same grade in another department, provided that requirements of the order of certification are met and that the heads of the two ~~(2)~~ departments concerned approve the request.

- B. When Transfer Not Permissible.** Transfer will not be allowed where the:
1. Examination upon which the appointment of an employee was based was not of a character and standard to test the fitness of the employee for the position to which it is proposed to make the transfer.
  2. Grade of the position to which the employee is seeking transfer is higher than the employee's current grade; or
  3. Transfer is requested to avoid a layoff when there are persons of greater seniority targeted for layoff.
- C. Reorganization.** When an official reorganization of the City staff results in the transfer of a position from one (+) department to another without substantive change in duties, the incumbent will, with recommendation of the Commission and approval of the City Council, be transferred with the position, without regard for the Order of Certification.

## **XIX. RESIGNATION**

- A. Effect of Resignation.** Whenever an employee of the Civil Service resigns, he or she severs his or her connection with the City and loses all rights seniority and all rights to reinstatement.
- B. Effective Date.** Resignations are effective immediately upon delivery.
- C. Responsibility of Department Head.** The Department Head shall immediately forward all resignations to the Human Resources Director.

## **XX. EVALUATION RATINGS**

- A. Frequency.** Each employee will give a written efficiency rating on a form to be prescribed by the Human Resources Director in accordance with the following schedules:
1. Provisional, temporary, and probationary employees at the end of the listed periods of employment.
  2. Full-time employees every six (6) months in January and July, except for department heads and assistant department heads who shall be evaluated annually in August.
  3. Unscheduled reports may be rendered at any time the rater considers necessary.
- B. Responsibility.** The immediate supervisor of the employee is responsible for rating his or her efficiency. The individual so charged will be designated in writing by the department head. Each draft report will be reviewed by the rater's supervisor before it is finalized. Department heads shall be evaluated by the City Manager who shall determine the Performance Evaluation Rating.
- C. Performance Standards.** Performance ratings will be based on written performance standards to be prepared by the rater and reviewer approved by the HR Director and reviewed with the employee.
- D. Counseling.** An integral part of the efficiency rating system is frequent job and efficiency counseling. As a minimum, it will be done in conjunction with each written efficiency report, normally by the rater.

- E. **Use.** Efficiency ratings are used in conjunction with career development, promotion, separation, reassignments, merit increases, and similar personnel action. Therefore, ratings should be frank, objective assessments of the employee's job performance that informs the employee of performance weaknesses in order to permit the employee to improve performance.
- F. **Performance Scale.** The following scale will be used in describing employee performance:
  - Poor - fails to perform duties as assigned.
  - Below Average - performs duties but requires regular supervision.
  - Satisfactory - performs duties requiring little supervision.
  - Good - performs duties without incident.
  - Excellent - performs duties exceptionally well without need for supervision.
- G. **Appeals.** ~~A classified, non-probationary s in all other personnel actions, the employee has the right to appeal any rating he or she considers unfair, discriminatory, or otherwise objectionable, except for any probationary rating not recommending that the employee made permanent in a probationary period. In the case of such probationary ratings, the employee has the right to place a written statement in his or her personnel file stating any objection to the rating, provided the statement is submitted within ten (10) days of the formal evaluation.~~ Such appeal must be made to the Commission utilizing approved forms within ten (10) days after the employee has had final review on the rating with his or her department head. If an employee terminates employment with the City of Socorro, for any reason, any pending performance evaluation appeal shall be considered withdrawn and no further action shall be taken on the performance evaluation.

## XXI. DISCHARGE, APPEAL, HEARING

- A. **Discharge during Probation.** The appointing authority or appointing officer may discharge a new employee at any time during the probation period for any reasons but, for the record, a full statement of those reasons must be filed with the HR Director within three (3) days of the discharge. Probationary employees have no right to appeal any employment action, including their termination or discharge ~~during the probation period.~~
- B. **Discharge of Full-time Employees.** The appointing authority or head of the department in which an employee is serving may, with the consent and approval of the City Manager, for any cause defined herein and in the City's employment policies, discharge, suspend or reduce in rank or position.
- C. **Appeals.** Any full-time classified, non-probationary employee may appeal to the Commission any suspension (without pay) as limited in Section II, termination or reduction in grade, which is believed to violate the rights granted employees by this Ordinance. Appeals must be filed with the Human Resources Director within ten (10) days from the date of the alleged violation and must be on a form provided by the Human Resources Director and must clearly state the order complained of and all reasons why the employee believes the action violated the employees rights. **Hearing Options.** Upon receiving notice of appeal, the Commission may in its discretion hear the appeal directly or refer it to a Hearing Officer. Hearings will

be conducted in accord with procedural rules adopted by the Commission

## XXII. SUSPENSION, REDUCTION, DISCHARGE

- A. **Causes Of Suspension, Reduction, Or Discharge.** The following may constitute cause for discharge, suspension, or reduction of full-time nonprobationary, classified employees. That an officer or employee in the Civil Service:
1. Has been convicted of a felony, or a misdemeanor involving moral turpitude, or;
  2. Has willfully, wantonly, or through culpable negligence, been guilty of brutality or cruelty to an inmate or prisoner, or to a person in custody provided, the act committed was not necessarily or lawfully done in self defense, or to protect others, or to prevent the escape of a person lawfully in custody, or;
  3. Has been under the influence of intoxicants or drugs or the use thereof while on duty, or in violation of City employment policies, or;
  4. Has contracted a disease or has some physical or mental ailment or defect which makes him or her unfit to perform the essential duties of the possession; or
  5. Is wantonly offensive in his or her conduct or language towards the public, supervisors, or his or her fellow employees, or;
  6. Is consistently inefficient in the performance of the duties of his or her position so that his or her general average of efficiency is below the minimum standards established, or;
  7. Is negligent and/or destructive in the care of City property, or;
  8. Has an unexcused absence from duty for a period of three (3) or more successive days, or three or more times in any twelve (12) month period, or;
  9. Has used or threatened to use or attempted to use personal or political influence in securing promotion, leave, transfer, change of grade, pay, or character of work, or;
  10. Has induced, or has attempted to induce an officer or employee in the service of the City to commit an unlawful act, or to act in violation of any lawful departmental or official regulation or order; or has taken any fee, gift, or other valuable thing in the course of his or her work, or in connection with it, for his or her personal use from any person, when such fee, gift or other valuable thing is given in exchange for a favor or better treatment than accorded other persons, or promise of favorable treatment, or;
  11. Has induced or attempted to induce any person, firm or corporation doing business with the City to give employment to any relative of the City officer or employee, or has induced or attempted to induce any such person, firm or corporation to show any material favor or consideration of any kind to the City officer or employee, or any relative of the City officer or employee, when the officer or employee holds a position in a

- department having direct contact with such person, firm or corporation, or;
12. Has exerted improper influence on behalf of a relative, or;
  13. Has, after the date of the adoption of this Ordinance, been actively engaged in the management of partisan political campaign; or acted as any election; or has been concerned in the soliciting of money for any political purpose; has engaged in the distribution of badges, posters, bills, or printed or written matter favoring a candidate for nomination or election to any municipal office while on duty, or in a City uniform, or in the offices or buildings of the City of Socorro; or has publicly endorsed any candidate for municipal election; or has contributed money or other valuable thing for any political purpose in connection with any municipal election; or has attempted, during his or her hours of duty as a City employee, to support or oppose any candidate for nomination or election to office or any proposition to be submitted to a vote of the people or so attempt, whether on duty or not, while the person sought to be influenced is on duty as a City employee; or otherwise used the City's time or resources for any political purpose; or has engaged in any political activity while wearing a City uniform; or has attempted to influence the vote or political action of any other City employee by a threat or promise under circumstances that reasonably gives such other employee to understand that he or she will be rewarded for complying, or punished for not complying, with the wishes of the person seeking to influence him or her; or as an employee in a superior position, has required or brought pressure on any subordinate to support or engage in political activity on the superior's behalf by demanding or implying support as a condition of favorable personnel action, or, demanding or encouraging involuntary campaign work; or has sought political office without first resigning as provided herein, or;
  14. Has violated the City's employment policies or the Department's Code of Conduct.
  15. For just cause.
- Nothing in this section will be construed to interfere with the right of an employee in the Civil Service to become a member of a political club or organization, to attend political meetings, to express his or her opinion on all political subjects, to enjoy freedom from all interference in casting his or her vote, or to exercise rights granted the individual by the Constitution and laws of the United States or the State of Texas.

**B. Dismissal Notice.** The discharge of a full-time non-probationary classified employee ~~other than at the end of a probationary period~~ will not become effective until the appointing authority or department head has first served upon such employee or mailed (certified mail, return receipt requested) a written notice of discharge. The notice must contain one (1) or more reasons or grounds for discharge together with such specification of facts as will enable the employee to make an explanation and place him or her fairly upon his or defense. A copy of such notice of discharge, together with the explanation, if any, made by the employee will be filed with the HR Director.

**C. Resignation before Appeal Decision.** The acceptance by an appointing office or authority of the resignation of a person discharged before final action on the part of the Commission will be considered a withdrawal of the charges and the

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separation of the employee concerned will be recorded as a resignation and the proceeding will be dismissed.

**D. Disqualification For Reappointment.** Any employee who is dismissed for cause or who resigns while not in good standing will be disqualified from taking any Civil Service examination for two (2) years thereafter; and his or her name will be removed from all eligibility lists.

**E. Non-Certification of Suspended Persons.** The names of persons suspended will not be certified from eligibility lists during the period of suspension.

**F. Action By Commission.**

1. If the Commission hears the appeal in a disciplinary case, it will, by majority vote of its members present and voting, determine whether the charges are sustained by the evidence. If the Commission determines that the charges are sustained, in whole or in part, it will at once determine whether the good of the service requires that the appealed action be upheld or reduced. If the Commission determines that the charges are not sustained, the accused will be reinstated immediately and without prejudice, and will not be deprived of any salary for any period of suspension preceding the hearing.
2. In cases involving alleged discrimination or other administrative matters such as promotions, assignments, grading and examinations, the Commission shall review all factors in the cases and direct appropriate corrective steps, if necessary.
3. In conducting any hearing, the Commission must in all cases, afford full and free opportunity to all parties in interest to present evidence relevant to the issue or issues involved. The burden of proving an alleged offense and of establishing just ground of discharge, suspension, or reduction rests upon the department head or officer by whom the action was taken. A preponderance of the evidence is required to substantiate any charge.

**G. Hearing Officer.** The powers and duties of the Hearing Officer are here delineated:

1. Pre-hearing Conference: The hearing officer may conduct pre-hearing conferences, during which that officer may:
  - a. Encourage parties to pursue actively a settlement of the dispute;
  - b. Require parties to designate their representative when desired;
  - c. Require submission of exhibits and witness list with brief summaries of their proposed testimony;
  - d. Rule on evidentiary questions and reject irrelevant or unnecessary cumulative exhibits or testimony;
  - e. Accept all exhibits, witnesses' testimony and stipulations of fact between the parties;
  - f. Authorize the preparation and submission of written interrogatories and depositions;
  - g. Issue subpoenas to compel the attendance of witnesses;
9. Determine all facts de novo;
- ~~h. 10.~~ Prepare a written record of all stipulations, the issues in dispute, the

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rulings made on exhibits and witnesses and any agreements on terms of settlement arrived at between the parties; and

~~11. Perform any additional duties imposed by the Commission.~~

**H. Additional Duties.** The Hearing Officer is further empowered to:

2. **Hearings.** Preside at all hearings, maintaining order and decorum, taking testimony under oath or affirmation, disposing of all objections, asking questions when necessary and assuring that a clear and complete record is made of all proceedings;
3. **Continuance.** Grant or deny continuances;
4. **Preparation of opinions.** Prepare a written recommendation (including findings of fact and conclusions of law) affirming, reducing, or reversing the action appealed in conformance with the procedures and time limitations set forth in the Ordinances. This opinion must be submitted to the Commission for action as specified below with a copy to the appellant and the person whose actions are being appealed and to any attorneys representing the parties involved in the matter;
5. **Further Appeal.** Forward to the Commission recommendations concerning any rehearing or review when a motion for rehearing has been filed by one (1) of the parties;
6. **Related Duties.** Perform such other duties as may be necessary to implement and maintain an efficient, fair, and speedy system of appeal adjudication, and perform any additional duties imposed by the Commission.

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**H.I. Subsequent Action.** Upon receipt of the Hearing Officer's opinion and recommendations where applicable, the Commission will review the written record of the hearing, review any written briefs or oral arguments which the parties are permitted by the Commission to submit, and take one (1) of the following actions:

1. Accept or modify the Hearing Officer's recommendations; or
2. Remand the matter to the Hearing Officer for development of such additional facts and findings as the Commission deems necessary. Consistent with the remand, the Hearing Officer must conduct an additional hearing and render further opinion or recommendation to the Commission for its further action pursuant to this provision.

**H.I. Referral of Charges By Citizens**

Any citizen of the City has the right to prefer sworn written charges, before the Commission, alleging misconduct against any employee subject to its jurisdiction. The Commission may order investigation of the charges when it deems proper and in its discretion may hear and dispose of the charges in the same manner as prescribed above. This section does not apply to any charges or appeals which may be brought before the Commission under other sections of this Ordinance.

**H.J. Constitutional Rights.** Nothing in this Ordinance shall be construed as denying or abridging any constitutional right of appeal.

### XXIII. HEARINGS

**A. Hearing by Commission.** Any party to Commission proceedings may invoke the

rule as to witnesses, as known to the practice in the District Courts of the State of Texas, and the Commission or Hearing Officer may, on their own motion, impose such rule, the effect of which will be to exclude from the hearing room, all witnesses, except the person preferring the charges or acting in the discharge, suspension or reduction of the accused employee, while other witnesses are being questioned or other testimony given.

**B. Continuance of Appeal Hearings.** The following rules will apply when either party before the Commission or a Hearing Officer in a disciplinary appeal hearing requests a continuance of the hearing:

1. When either party requests a continuance or adjournment of up to fifteen (15) days, such request must be in writing and in the hands of The Hearing Officer or the Secretary of the Commission at least twenty-four (24) hours prior to the hearing time. The Hearing Officer or Commission may allow a continuance for emergency reasons with less than twenty-four (24) hours prior notice.
2. Upon receipt of notice for continuance, the Secretary of the Commission will notify the Chairman, who may accept and approve the request on behalf of the entire Commission, thus precluding the need for the entire Commission to convene and accept the notice. This will apply only to a party's request for continuance of up to fifteen (15) days.
3. Any continuance beyond fifteen (15) days or in addition to first request for continuance must be:
  - a. By mutual agreement of the parties; or
  - b. By the Hearing Officer or Commission at either party's request after a hearing on the merits of the continuance
4. Failure to comply with the provisions of this section will be grounds for denial of the continuance requested.

#### **XXIV. EMPLOYEES SEEKING PUBLIC OFFICE**

No employee of the Civil Service shall seek election for a public office, as listed below, without having first resigned from his or her position in the Civil Service.

- A. Any City office; or
- B. Any partisan office within the City of Socorro or a jurisdiction that includes the City of Socorro; or
- C. Any public office if the employee is serving in a supervisory or managerial position with the City; or
- D. Any public office in a jurisdiction which has direct or indirect contractual relations with the City and which would present a conflict of interest to the employee's position in the City.

#### **XXV. GRANT FUNDED POSITIONS**

Employees who hold positions funded or contracted for by state or federal grants, shall have no right to continue holding such positions when state or federal funding ceases. If said positions, at the end of state or federal funding, become Civil Service positions, they shall be filled as

provided in this Ordinance.

## XXVI. DEPARTMENTAL RULES

Any department head shall have the right to promulgate rules of conduct and regulations (Code of Conduct) regarding the operation of the department, and the conduct of the employee therein, provided that such rules do not conflict with this ordinance or the City's employment policies. Large departments having various subdepartments may, in their rules, have rules and regulations pertaining to subdepartments in addition to general rules and regulations regarding the department. Any department head may, as provided in this Ordinance, suspend, discharge, or demote any employee for insubordination, for failure to comply with departmental rules and regulations, for failure to comply with the Rules of the Commission or for failure to obey any lawful order of a superior officer.

## XXVII. LAYOFFS, JOB RIGHTS, REINSTATEMENT

### A. Layoffs.

1. When layoff of employees is necessary in accordance with this Ordinance, notice of such proposed layoff will be provided to the HR Director immediately. The HR Director will certify to the appropriate department head the names of the employees to be laid off and will coordinate all procedures to affect the layoff.
2. In certifying the names of the employees to be laid off, in the case of a tie in the amount of seniority of full-time, classified employees in the affected position, the HR Director will certify for layoff the employees with the lowest efficiency ratings based on an average of the last three (3) rating periods.
3. Thirty (30) days prior to the actual layoff date, the HR Director will freeze the filling of all City vacancies in the same occupational group at or below the grade of the affected employees. No such vacancy will be filled without first considering the eligibility of affected employees for the vacant positions. The HR Director will attempt to place affected employees in such vacancies within the thirty (30) day period. This procedure will not affect vacancies which occur after the thirty (30) days.
4. The HR Director will counsel all affected employees to ensure that all such employees are aware of their rights and obligations during the layoff.

### B. Job Rights. An employee, who is to be removed from a position as the result of abolishment or layoff, has the right, within the order of certification, to be appointed to a vacant position in the following manner.

The One opportunity to be appointed to a vacant position within the same department at or below the employee's grade at the time of removal will be offered to each employee to be laid off in the order of the employee's seniority with the City. In the event of multiple layoffs, the HR Director will ensure that the most senior employees receive the greatest rights hereunder.

Vacancies will be offered to the employee in order of the categories listed below.

1. Vacancies which exist within the same department in the same grade

series of the position in which the employee serves at or below the employee's current position;

2. Vacancies which exist within the same department in the same grade series of the position in which the employee serves at or below the employee's current position; and
3. Vacancies which exist within the same department in the same occupational branch as the position in which the employee currently serves at or below the employee's current position;

The refusal of an employee to accept an offer to fill a vacancy made under this section will result in the employee being placed on a reinstatement list. If no vacancy exists in any of the above categories, the employee will have the right to displace a person in a position in the same department in a lower grade, in the same grade, or in the same grade series in which the employee is currently serving. If no such position exists, then the employee will have the right to displace a person in the same department in a grade series in which the employee to be laid off has previously served. Displacement rights will be given to employees in order of their seniority. Persons who are displaced as a result of the above procedure shall then have the same right to displace persons serving in positions as outlined above. No person may be displaced in any action if the person holding the position has greater seniority than the employee claiming the right to displace.

If a person accepts a position, either through filling a vacancy or displacement, at a lower grade, the person, if otherwise qualified, may take promotional examinations for any grade above that grade. No person who accepts appointment to a vacant position or displaces another person under this section shall be placed on a reinstatement list for the position from which the person was removed.

For purposes of this Ordinance, the following definitions apply:

- a. **Same grade series:** one (1) or more classes that are similar in all respects except for the level of skills, ability, qualifications, and responsibilities required.
  - b. **Occupational groups:** groups of one (1) or more related grade series.
  - c. **Occupational branch:** major subdivision of related occupational groups.
  - d. **Vacancy:** A position which is vacant or is occupied by a temporary or provisional employee
  - e. **Qualified:** Meeting all minimum qualifications and requirements as set forth in the classification description for the position.
- C. **Reinstatement.** Individuals on reinstatement lists as a result of a lay-off who are interested in reinstatement to a specific position in a different but similar grade in any City department must notify the HR Director in writing of such interest. If the HR Director has already certified the names to a vacancy when such notification arrives, that certification will not be canceled, but the individual will be contacted prior to certifying names for future vacancies in which the individual

has expressed an interest. If an examination announcement for the vacancy has been posted, the individual must notify the HR Director of his or her interest no later than the last day of the filing period for the examination. The HR Director will, subject to Commission review, determine whether or not the position in question is of a similar nature, evaluate the individual's qualifications for the position, and determine whether or not the individual must take a qualifying examination or be determined eligible based on his or her possession of the minimum qualifications and similarity of previous job duties. Notwithstanding any other terms or regulations herein, all rights of reinstatement after layoff, or abolishment, or other job displacement will expire on the ninetieth (90th) day after the individual is laid off, displaced or separated.

#### XXVIII. EX PARTE COMMUNICATIONS

Unless required for the disposition of unrelated *ex parte* matters or as authorized by law, or in connection with the scheduling of meetings and hearings, Civil Service Commissioners, hearing officers, or employees of the City assigned to render a decision, may not communicate, directly or indirectly, in connection with any issue of fact, or law, with any agency, person, party, or their representatives, except on notice and opportunity for all parties to participate. A Commissioner or hearing officer may communicate *ex parte* with employees of the City who have not participated in any hearing in the case for the purpose of utilizing the special skills or knowledge of the City and its staff in evaluating the evidence.

Commissioners or hearing officers shall not participate in deliberations of the Commission or rendering the decision in a case where they have participated in the case in an advocacy role. The Commission may take judicial notice of facts which a court of Texas could take judicial notice of, and in addition the Commission or hearing officer may take notice of generally recognized facts within the area of the Commission's specialized knowledge.

#### XXIX. DEFINITIONS OF TERMS

**Definitions:** The following definitions apply to this Article.

**Abolishment:** Either temporary or full-time discontinuance of a given office, service, or position, by reason whereof the functions and duties of the office, service, or employment cease; generally evidenced by the deletion of a position from a departmental manning table.

**Advancement:** A salary increase within a range of compensation provided for each position which is conditioned upon a given minimum term of meritorious services in the same position.

**Appeal:** The procedure by which an employee gives written notice in the prescribed form to the Commission requesting review of a protest of any adverse employment action.

**Appointing Officer:** The department head having the power of appointment to subordinate offices or positions.

**Appointment:** Selection by the appointing officer of an individual from the certification list to fill vacancy or by the appointing authority in the case of department heads.

**Certification:** The process by which the names and addresses of persons on a proper

eligibility list are placed in the correct order in which vacancies are to be filled and thereby become entitled to be considered to fill a vacancy.

**Certification list:** The list of names from an eligibility list sent to the appointing authority or appointing officer for consideration in filling a vacancy.

**Grade:** A group of positions within the same title so arranged because of similarity in duties and responsibilities and for which the same basic examination, compensation and minimum qualifications apply.

**Classification:**

1. A classification plan consisting of a systematic arrangement or index or grade titles arranged by:
  - a. occupation groups;
  - b. grade series; and
  - c. grade title within series.
2. A compensation plan consisting of:
  - a. a minimum rate, serving as the entrance rate for new appointees to any position in the grade;
  - b. a maximum rate representing the highest rate to be paid to any employee in the grade; and
  - c. a series of specific rates, between the minimum and maximum rate, together with rules outlining elements of efficiency and length of service to be used in determining when and under what conditions an employee is to receive an intermediate rate.
3. An administrative plan consisting of rules for the application and administration of the classification plan and the compensation plan.

**Classified:** All offices and positions in the Civil Service, excluding those defined as being "unclassified" in this Ordinance,

**Commission (when used by itself):** The Civil Service Commission

**Competitive Examination:** An examination in which the candidates are in competition and from which an eligibility list is promulgated.

**Department:** Any City agency, office, bureau, or other organizational unit.

**Dismissed, Discharged, Removed:** Actions under which employees are separated from their respective positions for cause.

**Efficiency or Service Records:** Records of the manner in which an employee's service was rendered, the records being made at stated intervals by the several department heads and submitted to the HR Director.

**Eligibility list:** A list of names of persons who have been determined to be qualified through applicable criteria, for employment in positions allocated to a specified grade, arranged in order of merit. Includes Original Entrance, Promotional, and Reinstatement Lists.

**Grade:** Term representing a specific range of compensation

**Layoff:** The involuntary temporary separation of employees from their positions, often on a seasonal basis, without fault or delinquency on their part, normally by reason of lack of work or funds; generally evidenced by the retention of a vacant position within the department. If the position is deleted from the department's manning table, the "layoff" becomes an "abolishment."

**New Position:** A position created through the authorized addition to a department of a

position not previously existent or a position created through an authorized change in classification.

**Full Time Employee:** Any classified employee who has been regularly appointed after serving a probationary period to a position normally involving continuous year round service and involving regular working hours of more than thirty hours per week.

**Position (when used by itself):** A specific set of duties to be performed by an employee.

**Probationary Employee:** An employee who has been employed or promoted and is within the period of probation established for the position.

**Promotion:** A change from a position in a lower grade to a position in a higher grade, involving a change of duties or responsibilities as well as an upward change in compensation.

**Provisional Employee:** Any employee temporarily filling a position without competition pending the establishment of a certification list.

**Resignation:** The voluntary separation from employment of a classified employee, notice of which is tendered, in writing, to the employee's department head, superior, Human Resource Director or other authorized agent of the City.

**Reinstatement:** The act of reinstalling a person separated from a classified position to that position or some other position.

**Rules:** When used by itself, the Rules of the Commission.

**Suspension:** Action under which an employee is for cause temporarily separated for a definite or indefinite period, may be with or without pay.

**Temporary Employee:** An employee whose services are of a temporary nature or for a limited period, usually six (6) months or less.

**Unclassified:** Those positions exempted from the Civil Service provisions of this Ordinance.

**Work Day:** Any day that the City HR Department is open to the public for the transaction of business.

### XXX. TRANSITION

**Existing Laws and Constitutionality.** All existing Ordinance provisions pertaining to Civil Service are hereby repealed, and all Ordinance or parts thereof in any wise conflicting or inconsistent with this Ordinance or any provisions hereof are hereby expressly repealed. However, the enactment of this Ordinance will in no wise affect the rights of persons whose appeals have been filed and are pending before the Commission or in the courts at the time of its adoption. Such pending appeals or other pending matters may be decided by the Commission or appropriate tribunal in the light of the provisions of the Civil Service Regulations existing at the time the appeal was filed.

Adopted by the Socorro City Council      March, 2014.

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 / Mayor-Pro Tem

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**ORDINANCE NO. 358**

***AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS, REGULATING AND DECLARING A NUISANCE THE COLLECTION OF WATER IN A MANNER IN WHICH MOSQUITOES BREED OR ARE LIKELY TO BREED AND CREATING AN OFFENSE***

**WHEREAS**, the City of Socorro wishes to reduce the mosquito population of the City of Socorro by removing, draining, treating, altering, or otherwise eliminating all breeding sources for mosquitoes; and,

**WHEREAS**, an ordinance regulating the collection of water in which mosquitoes breed or are likely to breed and declaring the same a nuisance is needed for the safety of the citizens of the City of Socorro.

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Socorro, Texas, that the following provisions shall be added to the Code of Ordinances of Socorro, Texas as Chapter 18, Health and Public Welfare, Article III, Mosquito Control, as follows;

**ARTICLE III. – MOSQUITO CONTROL**

**I. DEFINITIONS**

"Collection of water," as used in this Article, shall mean any body or place where water may collect including, but not limited to, ditches, ponds, pools, pool covers, streams, excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, birdbaths, tires, open foundations, urns, cans, boxes, bottles, tubs, buckets, defective roof gutters, tanks or flush closets, or other similar water containers, objects or conditions, in which mosquitoes breed, or are likely to breed.

**II. NUISANCE**

Since mosquitoes are known to spread diseases, permitting the collection of water within the City in a manner in which mosquitoes breed, or are likely to breed, unless timely and adequately treated to prevent such breeding, is hereby declared to be a nuisance and a danger to the public health.

### **III. PROHIBITED ACTS**

It shall be unlawful to keep, maintain, or permit the collection of water within the City in which mosquitoes breed, or are likely to breed, unless such collection of water is timely and adequately treated so as to effectively prevent such breeding.

### **IV. WATER TREATMENT METHODS**

Treatment of any collection of water specified herein for the prevention of the breeding of mosquitoes shall be by any one or more of the following methods:

1. Screening with wire netting of at least sixteen (16) meshes to the inch each way, or with any other material which will effectually prevent the ingress or egress of mosquitoes.
2. Complete emptying every three (3) days of unscreened containers, together with thorough drying and cleaning of the containers.
3. Using a larvicide approved by the United States Environmental Protection Agency.
4. Keeping ponds clean and sufficiently free from vegetative growth and other obstructions, stocking with mosquito eating fish, or providing aeration and circulation of water.
5. Filling or draining the water source to the satisfaction of the City.
6. Proper disposal, by removal or destruction, of tin cans, tin boxes, broken or empty bottles, containers and similar articles likely to hold water wherein mosquitoes can breed.

### **V. EVIDENCE OF MOSQUITO BREEDING**

The presence of mosquito larvae in standing or running water shall be evidence that mosquitoes are breeding or are likely to breed in such standing or running water.

### **VI. RIGHT OF ENTRY**

Whenever necessary to make an inspection to enforce any of the provisions of this Article, the Director of the Planning and Zoning Department or his authorized representative may enter any building or premises at all reasonable times to inspect the same or to perform any duty imposed by this Article; provided, that if such building or premises be occupied, he shall first present proper credentials and request entry; and if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Director of the Planning and Zoning Department or his authorized representative shall have recourse to every remedy provided by law to secure entry. When the Director of the Planning and Zoning Department or his authorized representative shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Director of the Planning and Zoning Department or his authorized representative for the purpose of inspection and examination pursuant to this Article.

## **VII. NOTICE**

The City shall notify the property owner, or person in control of the real property, that the failure to abate the breeding of mosquitoes on the property is in violation of this Article. Notice to abate a violation of this Article shall be given in writing by certified mail, return receipt requested, or by hand delivery to a person of suitable age and discretion and the notice shall provide that the owner or person in control of the property shall have ten (10) days from receipt of the notice to abate said violation. Where a property owner or person in control of the real property cannot be found, or otherwise served with notice by certified mail, then alternatively, notice to abate a violation of this Article may be given by posting a sign in a conspicuous place near the main entrance of a structure or on the property.

## **VIII. ABATEMENT**

If the owner, or person in control of the real property, fails or refuses to take the necessary measures to prevent the breeding of mosquitoes on the property, within ten (10) days after receiving written notice of said violation, the City shall take the necessary measures to abate said violation, and all expenses incurred in connection therewith shall be assessed against the property owner and/or the person in control of the real property.

## **IX. LIEN**

In addition to all other remedies provided by law, the City shall have a lien on the lot or plot of real estate on which a violation of this Article occurred for the reasonable cost of abatement. The City shall send the property owner, or person in control of the real property, a bill for the costs of abatement in the same manner as the notice provided under Section IV. Whenever a bill for abatement expenses remains unpaid sixty (60) days after it has been rendered, the City may cause to be filed a notice of lien with the Official Public Records of El Paso County, Texas, except that the City cannot place a lien on the property if it is occupied as a homestead as provided by the Texas Constitution. Such notice shall include the following information: 1) a description of the real estate sufficient for identification thereof; 2) the amount of the unpaid bill; 3) the date of when the bill became delinquent; and 4) a statement that the City claims a lien for the unpaid amount, plus recording fees for filing the lien and interest, as allowed by law. The City may exercise all remedies available at law or equity to foreclose on its lien. Upon payment of the cost, expense, and interest by the owner of, or persons interested in, said real estate, the City shall issue and caused to be recorded a release of such lien.

## **X. PENALTIES**

In addition to any expenses incurred by the City to abate a violation herein, any owner or person in control of the real property within the City violating any provision of this Article shall be guilty of a misdemeanor and shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). Each day that a violation exists shall constitute a separate and distinct offense.

**READ, ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF SOCORRO, TEXAS

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

ATTEST:

\_\_\_\_\_  
Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

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

Introduction and First Reading: November 20, 2014  
Second Reading and Adoption: December 18, 2014

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro Tem

*Vacant*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** December 18, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet Jr., City Manager

**SUBJECT:**

Second Reading and Adoption of Ordinance 359, an ordinance to change the zoning of Tract 3-D-1-A, Block 27, Socorro Grant, from C-1 (Light Commercial) to C-2 (General Commercial).

**SUMMARY:**

The property matter of this request is located at the northeast corner of the intersection of Socorro Rd. and Fray Olguin Rd. (No address available). This property has an estimated area of 11,400 sq. ft., and it is owned by Mr. Luis Angel Montes, 1001 Spur Ln., Socorro, TX 79927.

**BACKGROUND:**

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

The current use of the property is: vacant lot.

The proposed use of the property: Restaurant or other use that goes in accordance with the historical regulations.

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

**STATEMENT OF THE ISSUE:**

A request to approve a car lot business on this property was recently presented before the Historical Landmark Commission and City Council as well, but it was denied because it was considered that this type of business does not contribute to the enhancement of the historical character of our Historical Corridor. Therefore, any business projected in this property shall be approved by the HLC and City Council prior to its registration.

**ALTERNATIVE:**

Not applicable.

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL.

**FINANCIAL IMPACT:**

Not Applicable.

**AUTHORIZATION:**

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



AUG 21 2014

LO

## PLANNING AND ZONING DEPARTMENT

### Request for Rezoning

1. Name: LUIS ANGEL MONTES

Address: 1001 SPUR PL, EL PASO, TX 79927 Phone: 240-577-0466

Representative: LUIS GERARDO MONTES

Address: 1001 SPUR PL, EL PASO, TX 79927 Phone: 915-727-4089

2. Property Location: TRACT 3-D-1-A BLOCK 27 SOCORRO GRANT ACHILLES SUBDIVISION  
IS # 5523-000-0270-03DA

Legal Description: \_\_\_\_\_

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

<u>11,400 Sq Ft</u>	<u>C-1</u>	<u>EMPTY LOT</u>
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
<u>C-2</u>	<u>USED AUTO SALES</u>	
Proposed Zoning	Proposed Land Use	

3. All owners of record must sign document.

[Signature] GABRIELA MONTES

[Signature] LUIS ANGEL MONTES

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 A. Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**Gloria M. Rodriguez**  
District 2

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

**Vacant**  
District 4

**Willie Norfleet Jr.**  
City Manager

**ORDINANCE NO. 359**

**AN ORDINANCE CHANGING THE ZONING OF TRACT 3-D-1-A, BLOCK 27, SOCORRO GRANT, FROM C-1 (LIGHT COMMERCIAL) TO C-2 (GENERAL COMMERCIAL).**

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 Amendment 1A of the City of Socorro, as amended, the zoning of Tract 3-D-1-A, Block 27, Socorro Grant, is changed from C-1 (Light Commercial) to C-2 (General Commercial).

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 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: November 20, 2014.

Second Reading and Adoption: December 18, 2014

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2 / Mayor Pro Tem

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: December 10, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Sandra Hernandez, City Clerk**

**SUBJECT: *Discussion and action*** to approve payment to Key to City Manufacturing Co. in the amount of \$639.35.

**SUMMARY**

500 lapel pins were received by the City of Socorro in the amount of \$639.35. However a Purchase Order had not been previously issued.

**STATEMENT OF THE ISSUE**

There was miscommunication between the vendor and staff regarding this purchase. We have utilized this vendor in the past, and the vendor has always waited until we issue a purchase order number to the vendor to ship the lapel pins. Due to an email sent to the vendor specifying the details of the purchase, shipment of goods was initialized shortly thereafter.

**FINANCIAL IMPACT**

**\$639.39**

**ALTERNATIVE**

None

**STAFF RECOMMENDATION**

Approve the purchase.

## Key To City Mfg. Co.

P.O. Box 91343  
Chattanooga, TN 37412  
1-888-673-1111  
(423) 280-2881  
(423) 475-5833 Fax  
Email: info@keytocity.com

### INVOICE

Invoice Number 112014B  
Your P.O. Number

CITY OF SOCORRO  
CITY CLERK  
124 S. HORIZON BLVD.  
SOCORRO TX 79927

Quantity	Description	Unit	Total
500	Lapel Pins	1.25	625.00
	Shipping UPS		14.35
	Total Amount Due		\$639.35

### TERMS: PAYMENT ON RECEIPT

PLEASE REMIT PAYMENT TO  
**Key To City Mfg.**  
P.O. Box 91343  
Chattanooga, TN 37412

*Thank you for your Business!!*

## Sandra Hernandez

---

**From:** Olivia Navarro <onavarro@ci.socorro.tx.us>  
**Sent:** Wednesday, December 03, 2014 4:06 PM  
**To:** 'Sandra Hernandez'  
**Subject:** FW: lapel pins



Olivia Navarro  
Assistant City Clerk  
City of Socorro  
124 S. Horizon  
Socorro, TX 79927  
(915) 858-2915  
[onavarro@ci.socorro.tx.us](mailto:onavarro@ci.socorro.tx.us)  
[assistantcityclerk@ci.socorro.tx.us](mailto:assistantcityclerk@ci.socorro.tx.us)

---

**From:** Olivia Navarro [mailto:[onavarro@ci.socorro.tx.us](mailto:onavarro@ci.socorro.tx.us)]  
**Sent:** Monday, November 10, 2014 9:05 AM  
**To:** 'John Lewis'  
**Subject:** RE: lapel pins

YES



Olivia Navarro  
Assistant City Clerk  
City of Socorro  
Socorro, Texas 79927  
915 858-2915  
[assistantcityclerk@ci.socorro.tx.us](mailto:assistantcityclerk@ci.socorro.tx.us)  
[onavarro@ci.socorro.tx.us](mailto:onavarro@ci.socorro.tx.us)

---

**From:** John Lewis [mailto:[keytocity@comcast.net](mailto:keytocity@comcast.net)]  
**Sent:** Friday, November 07, 2014 5:11 PM  
**To:** Olivia Navarro  
**Subject:** Re: lapel pins

The wording has changed to ' A CITY WITH A MISSION". yOU WANT 500 PINS, 7/8" @ 1.25 EACH DELIVERED, CORRECT??

Thank yo,  
John Lewis

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

**From:** [Olivia Navarro](#)  
**To:** [info@keytocity.com](mailto:info@keytocity.com)  
**Sent:** Friday, November 07, 2014 3:45 PM  
**Subject:** FW: lapel pins



Olivia Navarro  
Assistant City Clerk  
City of Socorro  
Socorro, Texas 79927  
915 858-2915  
[assistantcityclerk@ci.socorro.tx.us](mailto:assistantcityclerk@ci.socorro.tx.us)  
[onavarro@ci.socorro.tx.us](mailto:onavarro@ci.socorro.tx.us)

---

**From:** Olivia Navarro [<mailto:onavarro@ci.socorro.tx.us>]  
**Sent:** Friday, November 07, 2014 4:43 PM  
**To:** '[info@keytocity.com](mailto:info@keytocity.com)'  
**Subject:** lapel pins

The wording on our logo has changed.

Please advise.



Olivia Navarro  
Assistant City Clerk  
City of Socorro  
Socorro, Texas 79927  
915 858-2915  
[assistantcityclerk@ci.socorro.tx.us](mailto:assistantcityclerk@ci.socorro.tx.us)  
[onavarro@ci.socorro.tx.us](mailto:onavarro@ci.socorro.tx.us)

*Jesus Ruiz*  
Mayor

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At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: DECEMBER 18, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: WILLIE NORFLEET, JR.**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE UPDATED PURCHASING POLICY.**

**SUMMARY**

The purchasing policy was last amended on September 5, 2013. Some of the changes include allowing for alternate purchase order approver, new vendor set up procedures, designating an alternate requisition approver, and authorizing the City Manager to approve emergency travel expenditures.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

The staff recommends approving this item.

# **CITY OF SOCORRO PURCHASING POLICY MANUAL**



**ADOPTED: SEPTEMBER 5, 2013**

**UPDATED: DECEMBER 18, 2014**

# INDEX

General Guidelines for Acquisition of Goods and Services .....	3
Purpose.....	4
Purchasing Ethics.....	5
Tax Exempt Status .....	6
Signature Authority.....	6
Procedures.....	6
Purchases Between \$3,000 and \$24,999 .....	7
Purchases Between \$25,000 and \$49,999 .....	8
Purchases Over \$50,000.....	8
Sole Source Vendor.....	10
Exceptions to Purchase Requisition.....	11
Completing the Purchasing Requisition Form .....	12
Open Purchase Orders.....	12
Credit Card Purchases.....	13
Receiving Purchases .....	15
Processing of Invoices .....	15
City Council Discretionary Funds.....	16
Ratifications .....	16
Manual Checks.....	17
Professional Service Agreements.....	17
New Vendor Process.....	17
Accounts Payable List.....	17
Capital Expenditure Requests .....	17
Cooperative Purchasing.....	18
Criminal Penalties and Removal.....	18
Various Forms (Bid and Quote, CIQ, W9).....	19-21

## **PURCHASING POLICIES AND PROCEDURES**

It is the City of Socorro's policy to institute controls on authorized spending for materials, supplies and services through the administration of the purchasing system and to describe the levels and limits of individual responsibility and authority and to conduct business activities in such a manner as to foster public confidence in the integrity of the City of Socorro.

No obligation shall be incurred nor shall any invoice be paid unless the following procedures are met. Purchases made in a manner not in accordance with the following procedures will be the financial responsibility of the person who made the purchase. Purchases shall be in accordance with each department's budgetary requirements.

In addition, the City of Socorro adheres to all State of Texas laws and regulations as set forth in the State of Texas Local Government Code ("LGC"). **Violation of this policy will be reviewed on a case by case basis and may result in disciplinary action up to and including termination.**

**This policy supersedes all previous policies including Policy 58 as amended and is effective upon approval of the Mayor and Council.**

### **GENERAL GUIDELINES FOR ACQUISITION OF GOODS AND SERVICES**

This policy imposes specific guidelines for purchases involving expenditure of less than \$50,000. These guidelines must be followed. However, for most all purchases exceeding \$49,999.99, the following procedure applies.

Generally, a city is required to follow the bidding or proposal procedures outlined in Local Government Code Chapter 252 when it plans to make an expenditure of more than \$50,000 in city funds. This requirement is equally applicable to purchases of insurance and high technology items.

A city may not avoid the application of competitive bidding or proposal laws by purposely dividing a single purchase into smaller components so that each component purchase is less than \$50,000. Chapter 252 of the Local Government Code prohibits the use of "separate, sequential, or component purchases" as a means of avoiding bidding requirements. A city may purchase items without competitive bidding if the total purchase amount will be below the \$50,000 threshold that requires bidding. However, if the city later wants to make additional purchases and these purchases would take the total purchase over the \$50,000 threshold, the city should follow competitive purchasing procedures as if the purchase exceeds \$50,000.

Caution should be exercised if individual city departments make separate purchases of office supplies, gasoline or other items without competitive bidding because each department's purchase amount will be below the \$50,000 threshold that requires bidding. If a city's total purchases for these items would be over the \$50,000 threshold, the city should use competitive purchasing procedures applicable for purchases over \$50,000.

To take bids or proposals on a purchase, the city must first publish notice of the time and place at which the bids or proposals will be publicly opened and read aloud. The city should prepare specifications detailing the requirements that must be met by the goods or services which the city intends to purchase. The published notice should include either a copy of these specifications or information on how a bidder may obtain a copy of the specifications. A city must publish a notice indicating the time and place at which the bids or proposals will be publicly opened and read aloud. The notice must be published at least once a week for two consecutive weeks. The first publication must appear before the 14th day before the date that the bids or proposals are publicly opened and read aloud. The notice must be placed in a newspaper that is published in the city. If there is no newspaper published in the city, the notice must be published in a newspaper of general circulation in the city and posted at city hall and on the city's website for 14 days before the date that the bids or proposals are publicly opened and read aloud.

If a city wishes to consider factors other than price in its selection, or other factors such as a bidder's previous performance or safety record in its selection, the city's bid specifications should clearly state that such factors will be considered. Also, the governing body of a city that is considering using a method other than competitive sealed bidding (e.g., competitive sealed proposals) must determine before notice is given the method of purchase that provides the best value for the city.

The city council must then award the contract to the lowest responsible bidder or (if previously noticed) the bidder that provides the best value to the city. In the alternative, the city may reject all bids.

## **PURPOSE**

The purpose of this policy is to:

1. To establish a comprehensive purchasing system in order to obtain maximum economy and utilization of services, products, supplies, capital goods and related purchases;
2. To fix levels of responsibility and approvals for the expenditures of funds for such purchases;
3. To effect the greatest possible economy within the limits of acceptable specifications through competitive and quantity purchasing;
4. To afford an opportunity for consideration of the largest possible number of products within the limits of acceptable specification of an equitable basis; and
5. To provide a method of selecting services on a comparative basis.
6. To establish the procedures necessary to properly implement this purchasing policy.
7. To establish a method to match and reconcile actual purchase orders to actual invoices processed for disbursement.

## **PURCHASING ETHICS**

All City staff engaged in procurement for the City shall comply with the following ethical standards:

1. **Personal Gain** – it shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee’s duties.
2. **Influence of a Public Employee** – it shall be a breach of ethics to attempt to influence any public employee of the City to violate the standards of conduct set forth by the City.
3. **Participating in Procurement with Family or Friends** – it shall be a breach of ethics for any employee of the City to participate directly or indirectly in a procurement for the City when the employee knows that:
  - a. The employee or any member of the employee’s immediate family had a financial interest pertaining to the procurement;
  - b. A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
  - c. Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment involving the procurement.
4. **Gratuities / Kickbacks** – The following prohibition against gratuities and kickbacks shall be set forth in every contract and solicitation:

Socorro may at any time, without prior notice, terminate this Contract without any further responsibility to Contractor if any gratuities, whether in the form of entertainment, gifts, employment or otherwise, were offered or given by the Contractor or any agent or representative thereof to any employee, official, or representative of Socorro with a view toward securing favorable treatment with respect to the entry into or performance of this Contract.
5. **Confidential Information** – it shall be a violation for any employee of the City to knowingly use confidential information for actual or anticipated personal gain, or for actual or anticipated gain of any person.
6. **Private Purchases Through City Facilities** – no employee may use the purchasing power of the City of Socorro to make private purchases.

## **TAX EXEMPT STATUS**

The City of Socorro is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and shall be furnished to any of the City's suppliers upon request.

## **SIGNATURE AUTHORITY**

A Purchase Requisition or Purchase Order shall not be considered complete until signed by the proper authority.

### **1. Purchase Requisitions:**

- A. **AUTHORIZE:** The Department Head of each department (electronically submitted).
- B. **APPROVE:** The Chief Financial Officer. The Accounting Technician, not involved with the accounts payable function, will approve requisitions in the absence of the Chief Financial Officer.
- C. The same authority MAY NOT Authorize AND Approve.
- D. All supporting documentation such as quotes for items or services being requested must be attached to the electronic requisition.
- E. Quantity amount and actual description must be stated.

### **2. Purchase Orders:**

- A. **APPROVE:** The City Manager or his designee.

### **3. Payment Checks:**

- A. **APPROVE:** City Council Members officially designated as signatories.

## **PROCEDURES**

The following prescribed procedures shall be established to provide for the proper control for purchases and/or contracts. Approval of all purchase requisition will be done by an authorized individual as approved by council. The same person cannot authorize and approve the purchase requisition.

### **1. Purchase Requisitions**

Except as provided in Section 3, Exceptions to Purchase Requisition, ALL purchases of goods and services require the completion of an electronic Purchase Requisition.

## 2. Responsibilities of the Department

- A. Department heads or their designated employee must submit an electronic purchase requisition to the Finance Department for approval. Chief Financial Officer will generate the purchase order upon approval. Once the requisition is scrutinized for appropriateness, a purchase order will be generated. The printed purchase order will serve as the approval of the electronic purchase requisition.
- B. Once the purchase order is verified and approved by the proper authority, copies of the signed purchase order will be distributed to the requestor.
- C. The Department Head or designated individual will be responsible for acknowledging the receipt of Purchase Order number before making any purchase of merchandise or service. The vendor's invoice or receiving receipt must reflect Purchase Order Number for the purchased amount of goods or service received.
- D. The Department Head or designated individual will inspect the merchandise delivered or picked up and will prepare the appropriate receiving report to be submitted to the Finance Department with the copy of purchase order and original receipt to properly process payment to vendor the day after merchandise or service is delivered or picked-up. The Department Head or designated individual will give the original receiving receipt or invoice to Finance Department the next working day.
- E. Department Heads or designated individuals shall be responsible for planning ahead and making sure a Purchase Order Number has been received before any purchase is made. Purchase requisitions must be submitted with enough time to be processed with Finance Department.

## 3. Levels of expenditure

### **PURCHASES BETWEEN \$3,000 AND \$24,999:**

Purchases of goods or services between \$3,000 and \$24,999 must follow this procurement process:

- A. Solicit three (3) competitive quotes for the goods or services AND complete the Bid Quote and Comparison Worksheet. Section 252.0125 of the Local Government Code delineates the quotation process which must be followed regarding Historically Underutilized Businesses, as follows:

*A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to chapter 2161, Government Code. Please see [mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp](http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp) for HUB search.*

- B. Review each quote for the best overall value (value is not solely determined by price, although the lowest bid should be recommended unless you can show reasons based on

bid specifications to disqualify the bid relating to past performances, poor references, etc.) Note that you will need to retain all quotes for Fiscal Year End + 3 years.

- C. Prepare a brief recommendation for the record to support the purchase.
- D. Submit electronic purchase requisition and submit to Chief Financial Officer.
- E. Once a Purchase Order is approved, proceed to ordering goods and services.
- F. Once you receive your goods and/or services, sign off on packing slip and forward the packing slip/receipt to AP.

**PURCHASES BETWEEN \$25,000 AND \$49,999:**

Purchases of goods or services between \$25,000 and \$49,999 must follow this process:

- A. Solicit three (3) competitive quotes for the goods or services AND complete the Bid Quote and Comparison Worksheet. Section 252.0125 of the Local Government Code delineates the quotation process which must be followed regarding Historically Underutilized Businesses, as follows:

*A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to chapter 2161, Government Code. Please see [mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp](http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp) for HUB search.*

- B. Review each quote for overall value and select top three (3) quotes and conduct basic comparative analysis. Note that you will need to retain all quotes for Fiscal Year End + 3 years.
- C. Forward your recommendation along with at least three (3) quotes to the City Manager for approval.
- D. The City Manager will make the recommendation to City Council.
- E. Once recommendation has been approved by City Council, submit an electronic Purchase Requisition to Chief Financial Officer. The Requisition must include the City Council meeting date and agenda item number where the purchase was approved on the notes.

**PURCHASES OVER \$50,000:**

Provisions of the Texas Local Government Code shall be the governing authority for purchases over \$50,000. A bid or request for proposal must be submitted. The following process must be followed:

- A. Obtain approval from the City Manager to proceed with the sealed bid process.

- B. The specifications and bid notice shall be prepared, reviewed and signed off by the City Manager. Whenever possible the “Best Value” procurement method described in Chapter 252.043(b) of the Texas Local Government Code shall be used.
- C. The bid or RFP shall be advertised in a newspaper of general circulation a minimum of twice in a 14 day period. The originating department shall notify the City Clerk’s Office of the advertisement, the type of bid or proposal, the closing date for responses and the name of a knowledgeable contact. A complete copy of the bid/RFP package must be filed with the City Clerk’s Office.
- D. The closing date and time for the bid or RFP shall be clearly listed in the specifications and is final. Responses received after the closing date and time shall be returned to the proposer unopened.
- E. If an amendment to the specifications or an extension of the closing date and time for the bid or RFP is required it shall be made prior to the second advertisement being printed and included in the second advertisement.
- F. The City may provide by Charter or Policy for bidding threshold of less than \$50,000, but the City may not provide a higher threshold for bidding than is permitted under state law.
- G. Before making such purchases, the City must prepare specifications detailing the requirements for the goods and services, which the City proposes to purchase, and publish bid notice of time and place at which the bids or proposals for the specified goods and services, will be publicly opened and read aloud.
- H. If the City wishes to consider factors other than price in its selection, or other factors such as a bidder’s previous performance or safety records in its selection, the City’s bid specification should clearly state that such factors will be considered. Also, if the City is considering using a method other than competitive sealed bidding (ie. competitive sealed proposals) the City Council must determine before notice is given the method of purchase that provides the best value for the City.
- I. Additional procedures and requirements may be required by state law for purchases involving more than \$50,000.00.
- J. Contracts for the services of architects, engineers, land surveyors, certified public accountants and other professions must be awarded using procedures provided in the Texas Professional Services Procurement Act. TEX. GOV’T CODE ANN. §2254.001 et seq. (West 2008 & Supp. 2011) (Professional Services Procurement Act). Selection of certain services are exempt from competitive bidding requirements under Texas law as a “professional service.” TEX. LOC. GOV’T CODE ANN §252.022(a)(4) (West Supp. 2011); Op. Tex. Att’y Gen. No. JM-940 at 3 (1988), MW-344(1981). If there is not adequate time to publish RFQ for “professional services” as defined by this statute, the City Council may elect not to follow competitive bidding requirements.

- K. Except in the case of emergencies, defined as an unforeseen condition arising suddenly and unexpectedly, not caused by any neglect or omission which calls for immediate action. Lack of planning or preparation does not constitute an emergency, bidders or proposers shall have a minimum of 21 calendar days *except that in the event of extenuating circumstances this period may be reduced to 14 calendar days* from the date of first publication to respond to the bid or RFP.
- L. All responses to bids or RFPs shall be received by the City Clerk's Office where they will be date/time stamped and held un-opened. After the closing day and time for the receipt of proposals the City Clerk shall notify the originating department of the receipt of all bids or proposals and it shall be the responsibility of the department head to place the appropriate item on the agenda to open / award the responses.
- M. All responses shall be opened in public at the date and time stated in the specifications. Submitted bids or proposals are final and may not be altered. Vendors may, however, submit sealed alternate bids or proposals before closing time.
- N. Final award of a bid will be made by City Council to the lowest responsive bidder unless Council wishes to consider the location of the bidder's principal place of business as detailed in Section 271.905 of the Texas Local Government Code. In the event the City receives two or more bids that are identical in nature and amount, as the lowest and best bids, award shall be made pursuant to Section 271.901 of the Texas Local Government Code
- O. For an RFP, final award will be made to that response which best meets the stated selection criteria or, Council may direct that the City Manager conduct further negotiations with proposer(s).
- P. Council may table an award and direct staff to review and make recommendation to Council at another date.
- Q. Council may reject all bids or proposals and direct that new specifications be prepared and advertised.

### **Sole Source Vendor**

Texas law provides for general exemptions to the procurement process, please refer to Section 252.022. More specifically section 252.022 (7-16) provides exemptions for sole source vendors as follows:

- (7) *a procurement of items that are available from only one source including:*
  - (A) *items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;*
  - (B) *films, manuscripts, or books;*
  - (C) *gas, water, and other utility services;*
  - (D) *captive replacement parts or components for equipment;*
  - (E) *books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and*

- (F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;*
- (8) a purchase of rare books, papers, and other library material for a public library;*
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;*
- (10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;*
- (11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;*
- (12) a personal property sold:*
- 1. at an auction by a state licensed auctioneer;*
  - 2. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;*
  - 3. by a political subdivision of the state, a state agency of this state, or an entity of the federal government; or*
  - 4. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;*
- (13) services performed by blind or severely disabled persons;*
- (14) goods purchased by a municipality for subsequent retail sale by the municipality;*
- (15) electricity; or*
- (16) advertising, other than legal notices.*

A Sole Source Affidavit, exhibit C, must be completed and signed by the vendor seeking to enter into a business transaction with the City and wants to claim the sole source exemption.

#### **4. Exceptions to Purchase Requisition**

- A. Utility Payments - To be reviewed by Finance
- B. Payroll taxes - To be reviewed by Finance.
- C. Debt Service Payments
- D. Petty Cash - see procedure on Petty Cash
- E. City Council Discretionary Fund purchases utilizing City Credit Card.
- F. Purchases not to exceed \$500 per transactions per vendor and not to exceed an aggregate amount of \$3,000 unencumbered payments per vendor in one fiscal year.
- G. Unencumbered payments, not to exceed 10% of the approved purchase order, for invoices that have exceeded the authorized purchase order amount.
- H. Refunds of revenue

## 5. Completing the Purchasing Requisition Form.

- A. Effective with the adoption of this policy ALL departments shall utilize the electronic Requisition Form.
- B. Type of Requisition:
  - 1. **Regular** - Purchase Order # will generally be issued within 48 hours.
  - 2. **Emergency** - Purchase order # will generally be issued the same day. (An emergency is defined as an unforeseen condition arising suddenly and unexpectedly, not caused by any neglect or omission which calls for immediate action. Lack of planning or preparation does not constitute an emergency.)
- C. Travel in excess of a 100 mile radius of the City of Socorro, Texas must be approved by Council in advance. Once approved a purchase requisition must be generated by the department. The individual is responsible for providing Finance Department with a travel recap and all receipts. Reimbursement for expenditures in excess of those originally authorized by Council will require further Council approval before they may be paid.
- D. Department Heads or designated individuals will review and approve form for completeness, accuracy and budgetary requirements.
- E. Purchase Requisitions received by facsimile WILL NOT be accepted by Finance Department for processing.

## 6. Open Purchase Orders:

- A. Departments may opt to request an open purchase order to cover a year's worth of planned expenditures which are routine expenditures such as fuel and office supplies. All procedures required for a regular purchase order must be followed for issuance of a blanket purchase order, and;
  - 1. The blanket purchase order may not exceed **\$24,999, except for fuel and road materials**, without a current bid/RFP/RFQ award (except utilities). Road material purchases exceeding \$50,000 during any fiscal year must comply with competitive purchasing procedures requiring publication for bids.
  - 2. Sufficient funds must be available to cover the entire purchase order amount.

## **7. Credit Card Purchases**

### **A. Fuel Credit Cards**

The City maintains fuel card accounts for the purchase of fuels for its rolling stock. Administration and accountability of the cards is the responsibility of the respective department heads in the departments where they are utilized.

1. Department heads will maintain an accurate list of all card numbers and their assignment and provide a copy to Finance. It is the department heads responsibility to update the list as required.
2. Department heads shall verify and approve all monthly credit card invoices prior to submitting a purchase requisition to Finance for payment.

### **B. Credit Cards Purchases**

1. Finance Department maintains a credit card account for use by authorized city employees. This account is maintained to provide an efficient and expeditious method for making purchases via the Internet, travel and lodging reservations.
2. Department Heads wishing to use the credit card to make a purchase will submit a completed purchase requisition as outlined in this policy AND indicate on the comments section that the purchase is to be made via credit card
3. Finance Department will verify that the department has sufficient funds remaining in their budget to cover the proposed purchase. If sufficient funds are not available then the requisition will be returned to the originating department indicating insufficient funds.
4. If sufficient funds are available then Finance Department will issue the credit card to the requesting department head or designated individual. The department head or designated individual will be responsible for making the purchase, providing proof that the purchase was made at the price indicated on the requisition and all shipping receipts and invoices provided by the vendor. Finance will attach all receipts, etc., to the requisition. The department head or designated individual must return the credit card to Finance as soon as possible but no later than the next business day after making the approved purchase.
5. The credit card(s) will not be used to make purchases for meals, lodging, vehicle rental, airline reservations or any form of out of town travel without explicit prior approval by Council. The City Manager is authorized to approve emergency travel. An emergency is defined as an unforeseen condition arising suddenly and unexpectedly, not caused by any neglect or omission, and which calls for immediate action. Such travel will need to be placed as an item on the agenda immediately, no later than (5) working days, after returning from travel. A staffing report will need to

be submitted to the City Clerk with copies of all receipts, total cost, and a brief explanation of the emergency or unforeseeable event. Please refer to the Travel Manual for detailed requirements.

### **C. Council Member Credit Card Purchasing**

**The amount of discretionary funds available to Council members will be \$1,000 per each budget year for each Council member and the Mayor.** Credit cards are authorized to be issued to all members of the City Council. Council members may use credit cards for purchase of goods and services, for which public funds may be expended and which is authorized by this policy, provided that the balance in the Council member's discretionary fund is sufficient to cover the purchase, subject to the following provisions:

1. All expenditures in compliance with this must be for public purchase and may not exceed \$1,000 per transaction.
2. The credit card receipt and description of goods and services purchased will be delivered to the Finance Department by the 10<sup>th</sup> of month. All receipts must be signed.
3. No purchase order requisition or purchase order will be required, the credit card receipt and description of goods and services will constitute adequate documentation of the purchase.
4. Each member shall confirm that the balance in the member's respective discretionary fund is sufficient to cover the purchase.
5. Serial purchases of the same or similar items for the purpose of avoiding the \$1,000.00 single purchase limit will not be permitted.
6. The City Council may, by Council action, remove a Council Member's purchasing authority for abuse of this policy.
7. The City Council may, by Council action, assess any amounts expended in violation of this policy against individual Council members with said funds to be reimbursed by the member.
8. Purchases made will be credited against the member's discretionary fund unless the expense is approved by the City Council to be paid from the City's general fund.
9. The Council member's credit card along with all receipts for purchases shall be delivered to the City Clerk or the City Manager before the member leaves office.

## **8. Receiving Purchases**

The Department Head or designated individual will be responsible for acknowledging the receipt of merchandise and/or services purchased. The Department Head or designated individual will inspect the merchandise delivered or picked up.

- A. Originals of the receiving report or invoice will be sent to Finance Department and are to be used to signify actual receipt of the item(s). The Department Head or designated individual will deliver the original receiving receipt or invoice attached to purchase order to Finance the next working day after receipt.
- B. The Department Head of the department initiating the purchase shall be responsible for verifying its receipt, the condition of the goods received and for notifying Finance of any discrepancies, damage or back-orders that would affect payment to the vendor.
- C. Finance will match the receiving report / invoice to the Purchase Order.
- D. Upon receiving equipment (fixed asset over \$5,000.00) the Department Head shall complete a Fixed Asset Inventory Form and forward to Finance. Finance will issue inventory tags to all departments. The Department Head will be responsible for affixing the inventory tag to the asset.

## **9. Processing of Invoices**

All invoices are to be forwarded or sent directly to Finance.

- A. When the proper documentation is received it shall be matched with the original purchase order and the original purchase requisition.
- B. If the invoice amount is greater than the purchase order, Finance will process payment up to 10% of the original purchase order amount without having to issue another purchase order (unencumbered). If the difference between the invoice and purchase order amount is greater than 10% each Department Head is responsible for submitting a written request to Council to increase the purchase order prior to the invoice being paid OR returning the merchandise to the vendor for proper invoicing.
- C. Accounts Payable will process invoice for payment when the stated procedures have been followed.
- D. If the invoice submitted for payment is for goods or services from a Council approved contract, BID/RFP/RFQ award or utilities the request for payment shall be processed and a check issued to the vendor. The payment will be listed on the accounts payable list presented to council as an informational item.

## 10. City Council Discretionary Funds

Discretionary funds are to be used at the discretion of the Mayor or member of the City Council. The funds must be utilized for a municipal purpose. Texas Constitution prohibits the donation of municipal funds. The City Attorney can assist in determining whether the use is considered municipal purpose.

Guidelines for expenditures are in the table below.

<b>Category</b>	<b>Transaction Type</b>	<b>Guidelines</b>
Alcohol	Alcoholic Beverages	Not Permitted
Awards	Employee Awards	Not Permitted
Cards	Holiday Greeting Cards	Not Permitted
Contributions	Donations – Includes any type of contribution, the purchase of a table, or advertising relating to charitable events or organization	Not Permitted
Dues	Governmental / Individual	<b>Permitted</b>
Flowers	Congratulatory Funeral / Illness Friends / Donors Administrative Professionals day	Not Permitted
Gifts	Employee / or any organization	Not Permitted
Meals	Entertaining official guests Working Lunch Community meetings in a public building Municipal meetings in a public building where municipal business or programs are discussed	<b>Permitted</b>
Postage / Flyers / Mail outs	To announce municipal activity or function	<b>Permitted</b>

## 11. Ratifications

Ratifications for the purchase of goods or services are prohibited unless a legitimate emergency or matter of public necessity exists. An emergency is defined as an unforeseen condition arising suddenly and unexpectedly, not caused by any neglect or omission, and which calls for immediate action. Lack of planning or preparation does not constitute an emergency.

## **12. Manual Checks**

Manual checks shall be treated as an emergency expense. A purchase order will be issued along with the manual check. The purchase order must be attached to invoice and must be submitted to Finance the following work day.

## **13. Professional Service Agreements must be approved or authorized by City Council.**

A “Request for City Council Agenda Item Form” must be completed and approved by council before any type of agreement is made, either verbal or written, for professional services. Examples: Attorneys, Auditors, Land Surveyors, Architects, Interior Designers, etc.

When “Professional Services” are not required to be procured under the Professional Services Procurement Act procedures, the City Council may elect any procurement procedure authorized by Texas Law when time constraints make compliance with Request for Qualifications Process difficult or imprudent.

## **14. New vendor process**

Vendors requesting to engage in business transactions with the City will need to adhere to the processes in this policy. A Conflict of Interest Form (CIQ) and a W9 must be completed by each vendor before any business transactions can take place. The City employee requesting an addition to the vendor file will forward the completed forms to the Chief Financial Officer for input. A Vendor Identification Number will be issued by the Chief Financial Officer once the documentation is verified. The Chief Financial Officer will forward the CIQ form to the City Clerk for filing. The Accounts Payable clerk will file a copy of the CIQ and W9 form in the vendor file. Under no circumstances will the Accounts Payable Clerk issue a Vendor ID for any vendor. In the absence of the Chief Financial Officer, the Accounting Technician, not involved with the accounts payable function, will issue Vendor ID’s.

## **ACCOUNTS PAYABLE LIST**

A report of the accounts payable shall be submitted to Mayor and Council for **informational** purposes.

## **CAPITAL EXPENDITURE REQUESTS**

A purchase requisition form must be completed for each acquisition of equipment where the total cost is in excess of \$5,000.00 and has a life expectancy of year (1) or more years. Also a purchase requisition form must be prepared for each capital renovation project. Acquisition is defined as either outright purchase or a lease or rental of equipment. Total cost is defined as equipment cost, applicable taxes, freight, and projected installation and/or renovation costs. The various components of the total cost should be shown as indicated on the purchase requisition.

Annually, each department shall submit a budget request detailing equipment and/or projects exceeding \$5,000 (five thousand dollars) in total cost and having a life expectancy of 1 (one)

years or more. Each request must be supported by a needs assessment and a statement of benefits derived from the purchase of the equipment and/or completion of the project.

### **Cooperative Purchasing**

Cooperative purchasing was created by legislation in 1979 for the benefits of providing volume purchasing power to local governments and assistance organizations in Texas while meeting competitive bidding requirements. The City can purchase through Cooperative agreements as follows: TxSmartBuy, Term Contract, TXMAS Program, Local Government Assistance, Region 19 and, TCPN.

### **Criminal Penalties and Removal**

Section 252.062 of the Texas Local Government Code: CRIMINAL PENALTIES. (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor. (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

Violation of the Purchasing Policy will lead to disciplinary action to include termination of employment.



**CITY OF SOCORRO  
 BID AND QUOTE COMPARISON WORKSHEET**

**Date:**

**Department:**

**Employee Name:**

**Brief Description of Purchase:**

Step 1: Solicit a minimum of three (3) quotes or bids

	<b>Company</b>	<b>Phone Number</b>	<b>Website/Email</b>
<b>Vendor #1</b>			
<b>Vendor #2</b>			
<b>Vendor #3</b>			
<b>Vendor #4</b>			
<b>Vendor #5</b>			

Step 2: Review each quote or bid for best overall value

	<b>Price</b>	<b>Availability (Meet timeline)</b>	<b>Previous Experience</b>	<b>Rank</b>
<b>Vendor #1</b>				
<b>Vendor #2</b>				
<b>Vendor #3</b>				
<b>Vendor #4</b>				
<b>Vendor #5</b>				

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_ Signature of person doing business with the governmental entity

\_\_\_\_\_ Date

REVISED AND APPROVED BY THE CITY COUNCIL OF SOCORRO, TEXAS ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

***ATTEST:***

\_\_\_\_\_  
*Sandra Hernandez*  
*City Clerk*

***APPROVED AS TO FORM:***

\_\_\_\_\_  
*City Attorney*



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: DECEMBER 18, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: KARINA HAGELSIEB**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE UPDATED TRAVEL POLICY.**

**SUMMARY**

The travel policy has been amended to provide for more flexibility and/or guidance for business travel. Some of the issues added or amended are as follow:

- Allowing for emergency travel when approved by the City Manager.
- Allowing for additional employee mileage reimbursement when approved by the City Manager.
- Disallowance for Mayor and Council business mileage reimbursements.
- Accountability for cancellation of travel.

**STATEMENT OF THE ISSUE**

The manual was also rewritten in certain areas to improve the grammatical composition. This is a work in progress and we will continue making revisions as needed.

**FINANCIAL IMPACT**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**The staff recommends approving 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 / Mayor Pro-Tem

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## TRAVEL, MILEAGE AND RELATED EXPENSE

### POLICY NO. 37 Amendment No. 4

#### I. CASH ADVANCE

A) EMPLOYEES: A cash advancement (per diem) for meals and incidental expenses, such as parking fees, will be forwarded to staff and elected officials traveling out of town. Receipts for per diem are not required. Receipts for all other travel expense such as hotel, car rental, etc. are required. **Advanced funds** not used during travel (other than per diem) will be reimbursed to the Finance Department **immediately (no later than five (5) working days)** upon return. Per diem and mileage amounts disbursed will follow the current U.S. General Service Administration rates ([www.gsa.gov](http://www.gsa.gov)).

#### II. AUTO RENTAL

A) Auto rentals need to be limited to small economical cars and passenger vans; depending on the number of people traveling together. **Luxury car rentals are not allowed.** Rentals are acceptable only when the area you are traveling to does not allow for a convenient and cost effective shuttle or taxi service. Rentals are also limited to City business and used only during the time allotted for the trip. A fuel **and parking** allowance will be issued for travel in the amount of \$100.00 per staff and council member. If the fuel allowance issued is not sufficient for the travel needs, the employee will be reimbursed for this expense **upon completion of the travel reconciliation form.** All receipts shall be attached to the request for reimbursement. If more than one person is traveling to the same destination the allowance will be issued to the person renting the vehicle.

### III. AIRFARE

A) Airfare tickets may be purchased with the City credit card upon approval of the trip; however, at no time will airfare tickets be purchased for spouses or any individual who is not employed by the City of Socorro.

B) Where an air travel expense is to be reimbursed by a grant, a ticket reservation will be allowed prior to Council approval with an approved purchase requisition and purchase order. The corporate card, with the City Manager's or Mayor's (in absence of City Manager) written approval may be used to make the reservations.

### IV. PERSONAL CARS

A) Use of personal cars for City business will be reimbursed as per the current U.S. General Services Administration ([www.gsa.gov](http://www.gsa.gov)) mileage reimbursement rates in addition to tolls and reasonable documented parking fees. Mileage reimbursement will be issued only to the employee who furnishes the vehicle for transportation to the destination.

Car washing and other servicing is not reimbursable. Traffic/parking violations and all resulting fines are the employee's personal responsibilities and are not reimbursable by the City. Insurance coverage is the employee's responsibility.

B) Whenever possible, pooling arrangements should be made when employees and/or Council members are visiting the same location.

C) Personal car expenses are not reimbursable without explanation and approval by the City Manager or Mayor in the absence of the City Manager.

D) The use of a personal automobile for trips exceeding 1,400 miles round-trip is not permissible without prior approval from the employee's Department Head. In all cases, the maximum amount of reimbursement shall be the total cost of the most economical airfare rate, plus parking fees, plus ground transportation costs.

E) Local mileage reimbursements for staff will be capped not to exceed one-hundred twenty-five dollars (\$125 00) per month. It is up to the discretion of the City Manager to approve mileage exceeding this capped amount on a case by case basis. A mileage log must accompany each and every mileage reimbursement request. Total mileage reimbursements shall not exceed the departmental annual budgeted amount. In the event the budget item for mileage reimbursement is depleted before the fiscal year ends, requests for budget amendments must be submitted to the City Manager. Commuting mileage reimbursements will not be issued.

**V. TRAVEL, MILEAGE, AND RELATED EXPENSE FORM**

- A) Travel Reconciliation and Mileage Forms are due in the Finance Department within five (5) working days upon arrival from the trip, including required receipts. An affidavit will be required for any lost receipts.

**VI. APPROVAL PROCESS FOR TRAVEL**

Out of town travel must be approved by City Council prior to making any arrangements. The City Manager is authorized to approve emergency travel without City Council approval. An emergency is defined as an unforeseen condition arising suddenly and unexpectedly, not caused by any neglect or omission, and which calls for immediate action.

**VII. TRAVEL CANCELLATIONS**

Travel cancellations are not reimbursable to the City. Credits issued by the airplane companies for cancellations must be utilized for the same person and expire if not utilized within a specific time frame. In addition, seminar fees are not usually reimbursed or credited to the City. Employees and Council members must be certain travel will take place before making travel arrangements. Emergency cancellations are expected; however, each cancellation will be reviewed by Finance and presented to Council for consideration.

**READ, APPROVED AND ADOPTED** this 18<sup>th</sup> day of December 2014.

CITY OF SOCORRO, TEXAS

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

ATTEST:

\_\_\_\_\_  
Sandra Hernandez, City Clerk

APPROVED AS TO FORM:  
CONTENT:

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

APPROVED AS TO

\_\_\_\_\_  
Willie Norfleet, Jr., City

*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

**DATE: December 18, 2014**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR, CITY ATTORNEY AND CHIEF OF POLICE TO SIGN AN INTERLOCAL AGREEMENT WITH IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) HOMELAND SECURITY INVESTIGATIONS (HIS), OFFICER OF THE SPECIAL AGENT IN CHARGE FOR EL PASO TX, DATED DECEMBER 18, 2014 FOR THE PURPOSE OF THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF SOCORRO POLICE DEPARTMENT IN PROVIDING RESOURCES TO JOINT OPERATIONS/TASK FORCE.**

**SUMMARY**

See attached letter.

**BACKGROUND**

City of Socorro Police Department may request the reimbursement of overtime Salary expenses directly related to work on a joint operation with ICE/HIS, SAC El Paso, performed by its Officers assigned to this joint operation.

**STATEMENT OF THE ISSUE**

Reimbursement funds will be utilized to cover Police Officer overtime while Working joint investigations with ICE/HIS, SAC El Paso.

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

**Pay all Socorro Police Officer(s) overtime from City funds.**

**STAFF RECOMMENDATION**

**It is recommended to approve this Memorandum of Understanding.**

**REQUIRED AUTHORIZATION**

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

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT, HOMELAND  
SECURITY INVESTIGATIONS (HSI) AND LOCAL, COUNTY, OR  
STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the City of Socorro TX, Police Department (NCIC CODE #TX0711600) and Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Office of the Special Agent in Charge for El Paso, TX, for the purpose of the reimbursement of costs incurred by the City of Socorro Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE/HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE/HSI SAC El Paso, with the participation of the City of Socorro TX, Police Department, and until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

-2-

A. **Assignment of Officer(s)**

To the maximum extent possible, the City of Socorro Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the City of Socorro Police Department shall provide the ICE/HSI SAC El Paso with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The City of Socorro TX, Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE/HSI SAC El Paso, performed by its officer(s) assigned to this joint operation. In addition, the City of Socorro TX, Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE/HSI SAC El Paso.

The City of Socorro TX, Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the City of Socorro TX, Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6650 Telecom Dr.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the City of Socorro TX, Police Department must submit to ICE/HSI SAC El Paso the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The City of Socorro TX, Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The City of Socorro TX, Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE/HSI SAC El Paso, at the following address: US Immigration and Customs Enforcement, Homeland Security Investigations, SAC El Paso, Attn: Cecilia Jacquez, 4191 North Mesa, El Paso, TX 79902.

## **VI. PROGRAM AUDIT**

This Agreement and its provisions are subject to audit by ICE/HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The City of Socorro TX, Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between the ICE/HSI SAC El Paso and the City of Socorro TX, Police Department, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**

\_\_\_\_\_  
Frederick T. Hernandez  
(A) Special Agent in Charge  
HSI El Paso  
El Paso, Texas

\_\_\_\_\_  
Carlos Maldonado  
Chief of Police  
Socorro Police Department  
Socorro, Texas

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

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

*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: DECEMBER 18, 2014**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR, CITY ATTORNEY AND CHIEF OF POLICE TO SIGN AN INTERLOCAL AGREEMENT WITH THE COUNTY OF EL PASO, THE CITY OF EL PASO, THE CITY OF ANTHONY, TEXAS, AND THE CITY OF HORIZON, TEXAS, BETWEEN SAID PARTIES DATED OCTOBER 20, 2014, RELATING TO THE IMPLEMENTATION OF THE 2014 STONEGARDEN GRANT.**

**SUMMARY**

See attached letter.

**BACKGROUND**

Stonegarden Interlocal Agreements have been approved and worked for several years. This FY2014 agreement will continue the progressive police presence within the City of Socorro.

**STATEMENT OF THE ISSUE**

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

**FINANCIAL IMPACT : NONE**

**No match is required. Grant is in the amount of \$45,113.50**

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**

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

**Attachment "A"**

**ADMINISTRATION / LOGISTICS / BUDGET Request**

**Chart A.1 - Cost Estimates / Funding Issues / Budget Chart**

<b>County of El Paso, TX Total FY 2014 OPSG Total Grant Award: \$2,323,001.00</b>			
<b>Administration/ Logistics/Budget</b>	<b>Narrative Justification (Computation of Items)</b>		<b>Federal Request</b>
<b>Overtime and Fringe</b>	Overtime and Fringe Total		\$2,167,755.45
<b>Law Enforcement Operational Overtime</b>	El Paso County Sheriff's Office (EPCSO) = \$650,304.00 El Paso Police Department (EPPD) = \$861,919.03 Anthony Police Department (APD) = \$57,274.56 Town of Horizon City Police Dept.(HCPD) = \$57,200.00 Socorro Police Department (SPD) = \$34,436.		\$1,661,134.29
<b>Fringe Benefits for Law Enforcement</b>	El Paso County Sheriff's Office (EPCSO) = \$194,190.53 El Paso Police Department (EPPD) = \$291,328.63 Anthony Police Department (APD) = \$8,511.00 Town of Horizon City Police Department (HCPD)=\$8,499.92 Socorro Police Department = \$4,091.08		\$506,621.16
<b>Equipment (Provide AEL #)</b>	<b>Equipment Total</b>		\$0.00
	General Equipment	N/A	\$0.00
	Special Equipment	N/A	\$0.00
	Vehicles, Watercraft, other type of vehicles	N/A	\$0.00
	Regional Capability Building equipment	N/A	\$0.00
<b>Vehicles</b>	<b>Fuel Cost</b>	N/A	\$0.00
	<b>Maint. Cost</b>	N/A	\$0.00
	<b>Mileage Cost</b>	El Paso County Sheriff's Office = \$31,046.40 El Paso Police Department = \$46,762.25 Anthony Police Department = \$16,988.16 Town of Horizon Police Dept. = \$3,590.50 Socorro Police Department = \$6,585.60	\$104,972.91
<b>Travel, Lodging, and Per diem</b>		N/A	\$0.00
<b>County M&amp;A</b>			\$50,272.64
<b>Total Funding Cost</b>			<b>\$2,323,001.00</b>

**County of El Paso, TX – FY 14 OPSG Total Grant Award \$2,323,001.00**  
**County – FY 14 Award less Friendly Forces - \$889,549.56 / Friendly Forces \$1,433,451.44**

**Itemized Cost and Justifications**

**El Paso County Sheriff's Office (EPCSO) Overtime (OT)**

**Deputy:** \$46.43 per hr. OT avg. rate x 6 Officers x 8 hrs. x 2 shifts x 10 days x 12 months = \$534,873.60

**Supervisor:** \$60.12 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 2 shifts x 10 days x 12 months = \$115,430.40

**EPCSO OT Subtotal: \$650,304.00**

**EPCSO Fringe**

**Deputies:** \$650,304 x [(FICA 7.65%) + (Retirement 15.35%) + (W/C 6.48%) + (Unemployment .3815%) or 29.8615%] = approximately \$194,190.53

**EPCSO Subtotal Fringe: \$194,190.53**

**Equipment**

N/A

**EPCSO Equipment Subtotal: \$0.00**

**Fuel**

**EPCSO Fuel Subtotal: \$0.00**

**Maintenance**

**EPCSO Maintenance Service Subtotal: \$0.00**

**EPCSO Mileage**

Cost of 7 vehicles x 33 miles x 2 shifts x 10 days x 12 months = 55,440 approx. mi./yr. x .56/mi. = \$31,046.40

**EPCSO Mileage Subtotal: \$31,046.40**

**Travel**

**Travel Subtotal: \$0.00**

**EPCSO M&A:** (245 hrs. @ \$57.17808 OT rate which includes benefits) = approximately \$14,008.63

**Total M&A: \$14,008.63**

Table A.1 Example – This table is for each individual participant for their proposed expenditures only

<b>County of El Paso, TX – Sub-Recipient Cost Summary</b>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equip</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>County of El Paso Cost</b>	<b>\$650,304.00</b>	<b>\$194,190.53</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$31,046.40</b>	<b>\$0.00</b>	<b>\$14,008.63</b>	<b>\$889,549.56</b>

County of El Paso, TX will utilize 38.29 percent of the FY 2014 OPSG Grant Award.

<b>County of El Paso, TX</b>	<b>OT Cost</b>	<b>\$844,494.53</b>
<b>County of El Paso, TX</b>	<b>General Cost</b>	<b>\$ 45,055.03</b>
	<b>Total Cost</b>	<b>\$889,549.56</b>

# **FRIENDLY FORCES**

**El Paso Police Department (EPPD) Friendly Force Allocation amount: \$1,236,273.92**

## **Itemized Cost and Justifications**

### **EPPD Overtime**

Lt. OT rate is \$60.00 per hr.

Sgt. OT rate is \$51.00 per hour

### **Officers/Detectives**

OT rate is \$45.00 per hour

OT-Sworn officer overtime to enhance border security. Since size, scope and frequency of surges or operations may change throughout the year; Lt. in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. The Lt. in charge will make certain to stay within budgeted amounts and will document progress in quarterly Pre-Action and After-Action Plans.

OT avg. rate is \$56.11452 per hour x 80 personnel x 8 hrs. x 6 days x 4 quarters x 1 year

**EPPD OT**

**Subtotal: \$861,919.03**

### **EPPD Fringe**

Lt. Fringe benefit cost based on OT rate of \$60.00 per hour is \$15.00

Sgt. Fringe benefit cost based on OT rate of \$51.00 per hour is \$12.75

### **Officers/Detectives**

Fringe benefit cost based on OT rate of \$45.00 per hour is \$11.25

\$861,919.03 x 33.8% = Approximately \$291,328.63

**EPPD Subtotal Benefits: \$291,328.63**

### **Equipment**

N/A

**EPPD Equipment Subtotal: \$0.00**

### **Fuel**

N/A

**EPPD Fuel Subtotal: \$0.00**

### **Maintenance**

N/A

**EPPD Maintenance Subtotal:\$0.00**

### **Mileage**

Vehicle use will depend on number of operations/surges throughout the year. However, the EPPD will make certain to stay within allotted budget of 83,504.02 miles per year x .56 cents/mi. = approximately **\$46,762.25**

**Mileage subtotal: \$46,762.25**

### **Travel**

No travel planned – not applicable.

**Travel Subtotal \$0.00**

### **M&A**

**EPPD Civilians M&A: \$36,264.01** (to include benefits of 20% or \$3,022)

**M&A EPPD Subtotal: \$36,264.01**

Table A.2 Friendly Force's Proposed Expenditure

<b>El Paso Police Department (EPPD) – Partner Recipient Cost Summary</b>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equip</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>EPPD</b>	<b>\$861,919.03</b>	<b>\$291,328.63</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0</b>	<b>\$46,762.25</b>	<b>N/A</b>	<b>\$36,264.01</b>	<b>\$1,236,273.92</b>
<b>EPPD</b>	<b>OT Cost</b>	<b>\$1,153,247.66</b>							
<b>EPPD</b>	<b>General Cost</b>	<b>\$ 83,026.26</b>							
	<b>Total Cost</b>	<b>\$1,236,273.92</b>							

**Anthony Police Department (APD) - Friendly Force Allocation amount: \$82,773.71**  
**Itemized Cost and Justifications**

**APD Overtime**

Police Officer avg. OT rate \$35.00/hr x 1,636.416 hours (Approximate overtime cost of 4 officers x 4.2615 hours per day x 8 days per month x 12 months x \$35.00 per hour) = approximately \$57,274.56

**APD OT Subtotal = \$57,274.56**

**APD Fringe**

**APD:** \$57,274.56 x [(FICA 7.65%) + (Retirement 0.73%) + (W/C 6.48%) or 14.86%] = Approximately \$8,510.99

**APD Fringe Subtotal = \$8,511.00**

**Equipment**

N/A

**APD Equipment  
Subtotal: \$0.00**

**Fuel**

N/A

**APD Fuel  
Subtotal: \$0.00**

**Maintenance**

N/A

**PD Maintenance Service  
Subtotal: \$0.00**

**APD Mileage**

Cost of 2 vehicles x 158 miles x 8 days x 12 months = 30,336 miles/yr. x \$0.56/mi = \$16,988.16

**APD Mileage Subtotal: \$16,988.16**

**Travel**

No Travel Planned – not applicable.

**M&A**

Partner recipients – not applicable.

Table A.3 Friendly Force's Proposed Expenditure

<b>Anthony Police Department – Partner Recipient Cost Summary</b>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equipment</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>APD</b>	<b>\$57,274.56</b>	<b>\$8,511.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,988.16</b>	<b>\$0.0</b>	<b>N/A</b>	<b>\$82,773.72</b>

<u>Anthony Police Department</u>	<u>OT Cost</u>	<u>\$65,785.56</u>
<u>Anthony Police Department</u>	<u>General Cost</u>	<u>\$16,988.16</u>
	<b>Total Cost</b>	<b>\$82,773.72</b>

**Town of Horizon City Police Department (HCPD) - Friendly Force Allocation amount:**  
**\$69,290.42**

**Itemized Cost and Justifications**

**Overtime**

HCPD: Police Officer avg. \$27.50 per hr. OT rate x 10 officers x 8 hrs. x 26 operations per year

**HCPD OT Subtotal: \$57,200.00**

**Fringe**

HCPD: \$57,200 x (Fica @ 7.65% + Retirement @.73% + W/C 6.48% or 14.86%) = \$8,499.92

**HCPD Fringe**

**Subtotal: \$8,499.92**

**Equipment**

N/A

**Equipment  
Subtotal: \$0.00**

**Fuel**

N/A

**Fuel  
Subtotal: \$0.00**

**Maintenance**

N/A

**Maintenance Service Subtotal: \$0.00**

**Mileage**

HCPD: Six units per operation at 41.1 mi./operation x 26 days x @ \$0.56 = approximately \$3,590.50

**Mileage Subtotal: \$3,590.50**

**Travel**

No Travel Planned – not applicable.

**M&A**

Partner recipients – not applicable.

Table A.4 Friend Force's Proposed Expenditure

<b>Town of Horizon City Police Department (HCPD) – Partner Recipient Cost Summary</b>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equipment</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>HCPD Cost</b>	<b>\$57,200.00</b>	<b>\$8,499.92</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,590.50</b>	<b>\$0.0</b>	<b>N/A</b>	<b>\$69,290.42</b>

Town of Horizon City Police Department	OT Cost	\$65,699.92
Town of Horizon City Police Department	General Cost	\$3,590.50
	<b>Total Cost</b>	<b>\$69,290.42</b>

**Socorro Police Department - Friendly Force Allocation amount: \$45,113.38**

**Itemized Cost and Justifications**

**SPD Overtime**

Police Officer avg. \$35.00 per hr. OT rate x 4 officers x 5 hrs. x 3 days per month x 12 months = \$25,200.00 + Sgt. avg. \$46.65 per hr. OT rate x 1 Sgt. X 5.5 hrs. x 3 days per month x 12 months = \$9,236.70

**SPD OT Subtotal = \$34,436.70**

**SPD Fringe**

Officer Fringe \$34,436.70 x (FICA 7.65% + Retirement 1.61 % + W/C 2.62% or approximately 11.88%)

**SPD Subtotal Fringe = \$4,091.08**

**Equipment**

N/A

**SPD Equipment**

**Subtotal: \$0.00**

**Fuel**

N/A

**SPD Fuel Subtotal: \$0.00**

**Maintenance**

N/A

**Maintenance Service**

**Subtotal: \$0.00**

**Mileage**

(Four units per operation x 70 miles per operation @ \$0.56/mi. x 3 days x 12 mo. = approximately \$5,644.80) +

(One unit x 70 miles x 2 days x 12 mo. x .56/mi. = approximately \$940.80) = **\$6,585.60**

**SPD Mileage Subtotal: \$6,585.60**

**Travel**

No Travel Planned – not applicable.

**M&A**

Partner recipients – not applicable.

Table A.5 Friend Force's Proposed Expenditure

<b>Socorro City Police Department (SPD) – Partner Recipient Cost Summary</b>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equipment</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>SPD</b>	<b>\$34,436.70</b>	<b>\$4,091.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,585.60</b>	<b>\$0.0</b>	<b>N/A</b>	<b>\$45,113.38</b>

**Socorro Police Department OT Cost \$ 38,527.78**

**Socorro Police Department General Cost \$ 6,585.60**

**Total Cost \$ 45,113.38**

**Table A.5 Total Example – Total Proposed Expenditures for All Participating Partners**

<b>OPSG TX-County of El Paso - FY 2014 Operation Order Total Budget Summary Overview</b>									
<b>Cost Categories</b>	<b>OT</b>	<b>Fringe</b>	<b>Equip.</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>EPCSO Cost</b>	\$650,304.00	\$194,190.53	\$0	\$0	\$0	\$31,046.40	\$0	\$14,008.63	\$889,549.56
<b>EPPD Cost</b>	\$861,919.03	\$291,328.63	\$0	\$0	\$0	\$46,762.25	\$0	\$36,264.01	\$1,236,273.92
<b>APD Cost</b>	\$57,274.56	\$8,511.00	\$0	\$0	\$0	\$16,988.16	\$0	N/A	\$82,773.72
<b>HCPD Cost</b>	\$57,200.00	\$8,499.92	\$0	\$0	\$0	\$3,590.50	\$0	N/A	\$69,290.42
<b>SPD Cost</b>	\$34,436.70	\$4,091.08	\$0	\$0	\$0	\$6,585.60	\$0	N/A	\$45,113.38
<b>TOTAL COST</b>	\$1,661,134.29	\$506,621.16	\$0	\$0	\$0	\$104,972.91	\$0	\$50,272.64	\$2,323,001.00

**Total OT Cost: \$2,167,755.45**  
**Total General Cost: \$ 155,245.55**  
**Total Cost of OPORD: \$2,323,001.00**

**Grant Award Amount: \$2,323,001.00**  
**Total Overtime Cost: \$2,167,755.57**

Percentage OT to Grant Award: 93.317 percent of projected overtime usage.

State of Texas

COUNTY OF EL PASO

**INTERLOCAL AGREEMENT  
FY2014 Operation Stonegarden**

This agreement is entered into on the 20th day of October 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 City of Anthony, Texas is acting on behalf of the Anthony Police Department (APD), and the Town of Horizon City is acting on behalf of Horizon Police Department ("HPD"), and the City of Socorro 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 city of Anthony on behalf of the Anthony Police Department ("APD"), and the Town of Horizon City on behalf of the Horizon Police Department ("HPD") and the City of Socorro on behalf of the Socorro Police Department ("SPD") have agreed to submit a joint application to OPSG for a 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

2014.0589

ultimately improve the quality of life for the residents in the City of El Paso, the City of Anthony, the Town of Horizon City 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, City of Anthony, Town of Horizon City and the 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 \$2,323,001.00 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. The City of El Paso, the City of Anthony, 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.

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

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

- Officer Daily Activity Report
- Time Detail
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs

- Inventory List
- Before equipment purchases are made, verify from [www.SAM.gov](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>

5. Each named City's 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.

6. The City of El Paso, the City of Anthony, Town of Horizon City and the 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.

7. The County, the City of El Paso, the City of Anthony, Town of Horizon City 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

8. 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.

9. 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.

10. 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.

11. This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas. The laws of the State of Texas

shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

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

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

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

15. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid 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.

16. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective 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, Veronica Escobar  
County of El Paso  
301 El Paso County Courthouse  
500 E. San Antonio  
El Paso, Texas 79901

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

CITY: City of El Paso  
Attention: City Manager's Office  
300 N. Campbell  
El Paso, Texas 79901

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

El Paso, TX 79903

CITY City of Anthony  
Attention: Mayor Luis Vela  
401 Wildcat Drive  
Anthony, TX 79821

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

CITY Town of Horizon City  
14999 Darrington Road  
Horizon, TX 79928

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

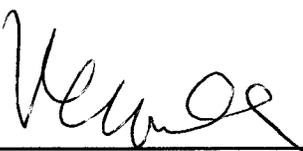
CITY City of Socorro  
670 Poona  
Socorro, TX 79927

COPY TO: City of Socorro  
Attention: Chief Carlos Maldonado  
670 Poona  
Socorro, TX 79927

**IN WITNESS WHEREOF**, said County of El Paso, said City of El Paso, said City of Anthony, said Town of Horizon City, said 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: 10/20/14

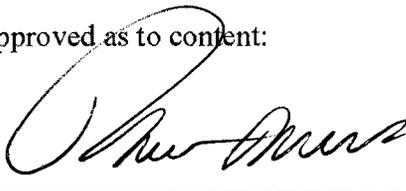
ATTEST:   
Delia Briones  
County Clerk

Approved as to form:



Assistant County Attorney

Approved as to content:



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

CITY OF EL PASO

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

Tomás González  
City Manager

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

Approved as to form:

\_\_\_\_\_

Daniel Ortiz  
Assistant City Attorney

Approved as to content:

\_\_\_\_\_

Gregory Allen  
Chief of Police  
City of El Paso, TX

**CITY OF ANTHONY**

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

Mayor Luis Vela

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

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

Approved as to content:

\_\_\_\_\_

Chief of Police  
Chief Carlos Enriquez  
City of Anthony, TX

**TOWN OF HORIZON CITY**

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

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

Mayor

Approved as to form:

\_\_\_\_\_

City Attorney

Approved as to content:

\_\_\_\_\_

Michael McConnell  
Chief of Police  
Town of Horizon City, TX

**CITY OF SOCORRO**

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

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

Approved as to form:

\_\_\_\_\_

City Attorney

Approved as to content:

\_\_\_\_\_

Carlos Maldonado  
Chief of Police  
City of Socorro, TX

**ATTACHMENT A**

**GRAND TOTAL El Paso County, Texas Cost: \$2,323,001.00**

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

Admin/Logistics Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	<p><b>EPCSO:</b>  <b>Deputy:</b> \$46.43 per hr. OT avg. rate x 6 Officers x 8 hrs. x 2 shifts x 10 days x 6 months = \$267,436.80  <b>Supervisor:</b> \$60.11 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 2 shifts x 10 days x 6 months = \$57,705.60  <b>EPCSO Subtotal</b> (\$267,463.80 + \$57,705.60) = <b>\$325,142.40</b></p> <p><b>EPPD:</b>  OT rate is \$60.00 per hour x 80 personnel x 8 hrs. x 6 days x 4 quarters x 1 year  <b>Lt.</b> OT rate is \$60.00 per hr.  <b>Sgt.</b> OT rate is \$51.00 per hour  <b>Officers/Detectives</b>  <u>OT rate is \$45.00 per hour</u>  <b>EPPD Subtotal \$426,240</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, Lt. in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. The Lt. 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>APD: Police Officer avg. OT rate \$35.00/hr</b> (Approximate overtime cost of 2 officers x 4.2615 hours per day x 8 days per month x 12 months x \$35.00 per hour) = <b>\$28,637.28</b>  <b>APD Subtotal = \$28,637.28</b></p> <p><b>HCPD: Police Officer avg. \$27.50 per hr. OT rate x 10 officers x 8 hrs. x 26 operations per year =</b>  <b>HCPD Subtotal = \$57,200</b></p> <p><b>SPD: Police Officer avg. \$35.00 per hr. OT rate x 4 officers x 5 hrs. x 3 days per month x 12 months = \$25,200.00 + Sgt. avg. \$46.65 per hr. OT rate x 1 Sgt. X 5.5 hrs. x 3 days per month x 12 months = \$9,236.70</b>  <b>SPD Subtotal = \$25,200.00 + \$9,236.70 = \$34,436.70</b></p>	<b>\$871,656.38</b>
Fringe Benefits for Officers	<p><b>EPCSO: Deputies:</b> \$325,142.40 x [(FICA 7.65%) + (Retirement 15.35%) + (W/C 6.48%) + (Unemployment .38%) or 29.86%] = \$97,095.58  <b>EPCSO Subtotal Benefits = \$97,087.52</b></p> <p><b>EPPD:</b>  <b>Lt.</b> Fringe benefit cost based on OT rate of \$60.00 per hour is \$15.00  <b>Sgt.</b> Fringe benefit cost based on OT rate of \$51.00 per hour is \$12.75  <b>Officers/Detectives</b>  <u>Fringe benefit cost based on OT rate of \$45.00 per hour is \$11.25</u>  \$426,240 x 33.8% = Approximately \$144,069.12  <b>EPPD Subtotal Benefits = \$144,069.12</b></p> <p><b>APD:</b> \$28,637.28 x [(FICA 7.65%) + (Retirement 0.73%) + (W/C 6.48%) or 14.86%] = Approximately <b>\$4,255.50</b></p> <p><b>HCPD:</b> \$57,200 x (Fica @ 7.65% + Retirement @ .73% + W/C 6.48% or 14.86%) = <b>\$8,499.92</b></p> <p><b>SPD:</b> [Officer Fringe benefit \$34,436.70 x (FICA 7.65% + SUTA .8% + W/C 2.62%) =  <b>SPD Subtotal Benefits = \$4,091.20</b></p>	<b>\$255,003.26</b>

M&A Costs	Civilians/Officers will be used for M&A costs (not to exceed 5% of budget): <b>EPCSO M&amp;A:</b> (126 hrs. x \$57.25 OT rate) x 29.86% benefits = <b>\$7,213.50</b> <b>EPPD Civilians M&amp;A:</b> \$15,110.00 + (Benefits of 20% or \$3,022) = <b>\$18,132.00</b>	<b>\$25,345.50</b>
Equipment	No equipment is requested.	<b>\$ -0-</b>
Vehicles: Fuel Cost	<b>EPCSO:</b> Operational cost of 7 vehicles x 33 miles x 2 shifts x 10 days x 6 months = 27,720 approx. mi./yr. x .56/mi. = \$ = <b>\$15,523.20</b> <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 41,752.02 miles per year x .56 cents/mi. = approximately <b>\$23,381.13</b> <b>APD:</b> Approximate operational cost of 2 vehicles x 78.915 miles x 8 days x 12 months = 15,151.68 approx. miles/yr. x \$0.56/mi = <b>\$8,484.94</b> <b>HCPD:</b> Six units per operation at 41.1 mi./operation @ \$0.56 x 26 days x one year = approximately <b>\$3,590.50</b> <b>SPD:</b> (Four units per operation x 70 miles per operation @ \$0.56/mi. x 3 days x 12 mo. = approximately \$5,644.80) + (One unit x 70 miles x 2 days x 12 mo. x .56/mi. = approximately \$940.80) = <b>\$6,585.60</b>	<b>\$57,565.37</b>
<b>Year 1</b>	<b>Total for Year 1</b>	<b>\$1,209,570.51</b>

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

Adm./Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime	<p><b>EPCSO:</b> <b>Deputy:</b> \$46.43 per hr. OT avg. rate x 6 Officers x 8 hrs. x 2 shifts x 10 days x 6 months = \$267,436.80 <b>Supervisor:</b> \$60.11 per hr. OT avg. rate x 1 Sgt. x 8 hrs. x 2 shifts x 10 days x 6 months = \$57,705.60 <b>EPCSO Subtotal</b> (\$267,463.80 + \$57,705.60) = <b>\$325,169.40</b></p> <p><b>EPPD:</b> OT rate is \$60.00 per hour x 80 personnel x 8 hrs. x 6 days x 4 quarters x 1 years <b>Lt.</b> OT rate is \$60.00 per hr. <b>Sgt.</b> OT rate is \$51.00 per hour <b>Officers/Detectives</b> <u>OT rate is \$45.00 per hour</u> <b>EPPD Subtotal = \$435,679.03</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 (Lt.) in charge (Program Manager) will determine number of sworn personnel needed per operation/surge. The Lt. 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>APD:</b> Police Officer avg. OT rate \$35.00/hr x 818.208 hours (Approximate overtime cost of 2 officers x 4.2615 hours per day x 8 days per month x 12 months x \$35.00 per hour) =<b>\$28,637.28</b> <b>APD Subtotal = \$28,637.28</b></p> <p><b>SPD:</b> [Police Officer average \$35.00 per hr. OT rate x 4 officers x 6 hrs. x 3 days per month x 12 months = \$30,240.00] + [Sgt. avg. \$46.65 per hr. OT rate x 1 Sgt. X 6 hrs. x 2 days per month x 12 months = \$6,717.60] <b>SPD Subtotal = [\$30,240 + \$6,717.60] = \$36,957.60</b></p>	<b>\$789,485.71</b>
Fringe Benefits for Officers	<p><b>EPCSO: Deputies:</b> \$325,169.40 x [(FICA 7.65%) + (Retirement 15.35%) + (W/C 6.48%) + (Unemployment .38%) or 29.86%] = \$191,027.55 <b>EPCSO Subtotal Benefits = \$97,095.58</b></p> <p><b>EPPD:</b> <b>Lt.</b> Fringe benefit cost based on OT rate of \$60.00 per hour is \$15.00</p>	

	<p>Sgt. Fringe benefit cost based on OT rate of \$51.00 per hour is \$12.75  <b>Officers/Detectives</b>  <u>Fringe benefit cost based on OT rate of \$45.00 per hour is \$11.25</u>  OT Benefits: <math>\\$435,679.03 \times 33.8\% = \\$147,259.51</math>  <b>EPPD Subtotal Benefits = \$147,259.51</b>  APD: <math>\\$28,635.28 \times [(FICA\ 7.65\%) + (Retirement\ 0.73\%) + (W/C\ 6.48\%)</math>  or 14.86%] = Approximately \$4,255.20  <b>AnPD Subtotal Benefits = \$4,255.20</b>  SPD: Officer Fringe benefit <math>\\$36,957.60 \times (FICA\ 7.65\% + SUTA\ .8\% + W/C</math>  2.62%) = approx. \$4,091.20  <b>SPD Subtotal Benefits = [<math>\\$3,347.57 + \\$743.63</math>] = \$4,091.20</b></p>	\$248,610.29
M&A Costs	<p>Civilians/Officers will be used for M&amp;A costs (not to exceed 5% of budget):  <b>EPCSO M&amp;A:</b> (130.25 hrs. x \$57.33 OT rate) x 29.86% benefits = \$9,696.95 <i>but will charge up to \$9,695.62 only.</i>  <b>EPPD Civilians M&amp;A:</b> \$32,313 + (Benefits of 20% or \$6,462.00) = <b>\$18,132.01</b></p>	\$27,827.63
Equipment	No equipment is requested.	\$ -0-
Vehicles: Fuel Cost	<p><b>EPCSO:</b> Operational cost of 7 vehicles x 66.55 miles x 10 days x 6 months = 27,930 approx. mi./yr. x .56/mi. = <b>\$15,640.80</b>  <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 41,752.02 miles per year x \$.56/mi. = approximately <b>\$23,381.13</b>  <b>APD:</b> Approximate operational cost of 2 vehicles x 78.915 miles x 8 days x 12 months = 15,151.68 approx. miles/yr. x \$0.56/mi = <b>\$8,484.94</b></p>	\$47,506.87
<b>Year 2</b>	<b>Total for Year 2</b>	<b>\$1,113,430.50</b>

*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: DECEMBER 18, 2014**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: DISCUSSION AND ACTION TO AUTHORIZE THE CHIEF OF POLICE THE AUTORITY TO SEND A POLICE OFFICER TO THE NATIONAL FORENSIC ACADEMY FOR TRAINING, UPON NOTIFICATION OF A VACANCY FROM THE DIRECTOR OF THE NATIONAL FORENSIC ACADEMY IN OAK RIDGE, TENNESSEE.**

**SUMMARY**

See attached letter.

**BACKGROUND**

Evidence identification, collection and preservation are an integral part of any Police investigation.

**STATEMENT OF THE ISSUE**

The proper training of Socorro Police Officers is paramount in accomplishing our mission concerning Crime Scene Investigations.

**FINANCIAL IMPACT :**

Training will be offered at a reduced price of \$5,000.00.

**ALTERNATIVE:**

Continue to rely on outside agencies to conduct the Crime Scene Investigations.

**STAFF RECOMMENDATION:**

**REQUIRED AUTHORIZATION:**

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



## SOCORRO POLICE DEPARTMENT

Although Socorro Police Department does not have funding appropriated for this program, I am requesting authorization to send an officer to attend. The Director of the National Forensic Academy will notify me when a vacancy occurs. As you can see by the attached documents the NFA is full until 2016. The Director, an associate of mine, will offer the program to the Socorro Police Department at a reduce cost. The program, world renowned, offers an unprecedented opportunity to participate in a program that will not only enhance Socorro Police Departments' ability to process high profile complex crime scenes, but also establish legitimacy in the law enforcement community.

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**THE UNIVERSITY of TENNESSEE** **UT**  
INSTITUTE *for* PUBLIC SERVICE

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[Register for NFA](#)

[Alumni](#)

[Certifications](#)

[Facilities](#)

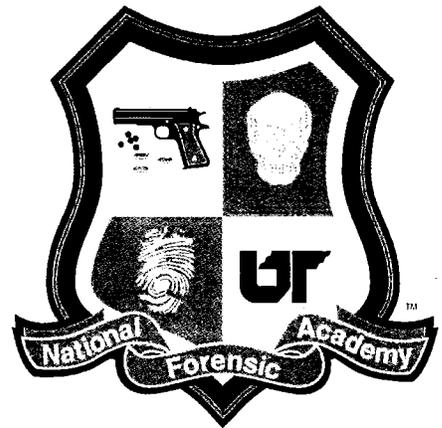
[Fee Schedule](#)

[In the Press](#)

Partners

School Safety Education

# National Forensic Academy



The National Forensic Academy (NFA) is an intensive 10-week training program funded by the Bureau of Justice Assistance, designed to meet the needs of law enforcement agencies in evidence identification, collection, and preservation. The NFA is offered in-residence, utilizing curriculum developed by leading forensic practitioners from across the United States. Participants will be challenged in the various disciplines through classroom instruction, lab activities, and field practicums in the specialized courses. Academy participants will complete written and in-class competency exams to demonstrate mastery of the subject areas. The goal of the Academy is to prepare the crime scene investigator to recognize key elements and to improve the process of evidence recovery and submission.

## **Curriculum**

There are 400 hours of training per session; 170 hours of in-class work; and 230 hours of field practicum. During the course of the 10 weeks, students will be responsible for several educational objectives including, quizzes, tests, case files, research papers, and various other hands-on experiences. At the end of the course, students can expect to complete a written post test as well as a comprehensive, practical final.

## **Modules**

- Bloodstain Pattern Analysis
- Bombs, Booby Traps and Threats at the Scene
- Crime Scene Management
- Computer Sketching and Mapping, and Total Station
- Courtroom Testimony
- Criminal Investigative Analysis
- DNA
- Firearms and Toolmark Identification
- Footwear and Tire Impressions
- Forensic Fire Investigation
- Latent Fingerprint Processing
- Photography (Digital and Videotaping)
- Post-blast Investigation
- Postmortem Fingerprinting
- Serial Number Restoration
- Shooting Incident Reconstruction
- Trace Evidence
- Death Investigation
  - Autopsy
  - Bone Trauma
  - Burned Bone
  - Child Fatality

- Manners of Death
- Time Since Death
- Wound Pattern Interpretation
- Forensic Anthropology
  - Bone Scatter Search
  - Forensic Entomology
  - Forensic Odontology
  - Forensic Osteology
  - Human Remains Recovery

## Session Dates

2014 Sessions are FULL

2015 Sessions are FULL

2016 Sessions accepting applications

College credit is available for Academy graduates that apply and meet the criteria. Undergraduate or graduate credit can be obtained for a fee through the University of Tennessee at Martin.

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LEIC

1201 Oak Ridge Turnpike Suite 101

Oak Ridge, TN 37830

P: (865) 946-3214

P: (1-866) 449-5342

F: (865) 946-3214

Contact Us

Law Enforcement Innovation Center | 1201 Oak Ridge Turnpike Suite 101 | Oak Ridge, TN 37830 | [leic@tennessee.edu](mailto:leic@tennessee.edu)

Phone: 865.946.3201 | Fax: 865.946.3214 | Toll Free: 866.449.5342

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*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: 12/9/2014**

**TO: Sandra Hernandez, City Clerk**

**FROM: Victor Reta, Recreations Centers Supervisor**

**SUBJECT: Discussion & Action Regarding Reimbursement to Mission Trail Association.**

**SUMMARY:** The Mission Trail Association incurred unforeseen expenses; the non-profit organization is asking if reimbursement is a possibility in this case for the amount of \$400.00. The Chile War Festival is still under budget and would accommodate this expense without going over budget.

**BACKGROUND:** In in the execution of the Chile War Festival, the musical acts originally scheduled by the music promoter, changed to accommodate a lower budget resulting in the canceling of some acts. The Mission Trail Association invited a performer to play and paid for tent covering the stage area.

**STATEMENT OF THE ISSUE:** Mission Trail Association is seeking reimbursement for items from the Chile War Festival.

**FINANCIAL IMPACT:**

**Account Code (GF/GL/Dept.):** 05521 Recreation Parks Dept.

**Funding Source:** Recreation Parks Support Activities

**Amount:** \$400.00

**ALTERNATIVE:** Denying Reimbursement

**STAFF RECOMMENDATION:** Recreation Centers Recommends Approval.

**REQUIRED AUTHORIZATION:**

1. City Manager \_\_\_\_\_ Date \_\_\_\_\_

2. CFO \_\_\_\_\_ Date \_\_\_\_\_

3. Attorney \_\_\_\_\_ Date \_\_\_\_\_

10/21/14

Mission Trail Association

Attn: Cathe Apodaca

Re: Chili Cookoff Performance by Tito Lujan & Los Alegres Del Valle  
(Band)

To Whom It May Concern,

Tito Lujan & Los Alegres Del Valle (Band) performed at the Mission Trail  
Cookoff on Sept. 20, 2014

At Cougar Field on Socorro Rd.

Payment was received on Sept. 20, 2014 with a check for \$400.00, check  
#1837 to Tito Lujan Jr.

If you need further information, Please feel free to contact me @ 915-490-  
6610.

Thank You

Gilbert 'Tito' Lujan Jr.



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Check Number	Date Posted	Check Amount	Account Number
1837	09/30/14	\$400.00	BUS CHK XXXXXX0729

EL PASO MISSION TRAIL ASSOC, INC  
 4000 N. MISSION  
 EL PASO, TX 79907

1837  
 09-30-2014  
 DATE Sept. 29, 14

PAY TO THE ORDER OF Auto by in \$400.00

From Harold + 00210

FOR man - Child War Maria L. King

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AMERICAN BANK NOTE COMPANY  
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EL PASO MISSION TRAIL ASSOC, INC  
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 EL PASO, TEXAS 79907

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*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: 11 December 2014**

**TO: Mayor and Council, City of Socorro, Texas**

**FROM: Douglas Lobdell Jr., Public Works Director**

**SUBJECT: *Discussion and action*** to award Request for Qualifications (RFQ) No. 14-009 Specifications for Texas Pollutant Discharge Elimination System (TPDES) Phase II Small Municipal Separate Storm Sewer System (MS4) Technical Support to ESS, Environmental and Safety Solutions, to negotiate contract, and to authorize the City Manager or his designee to execute a services agreement and other documents necessary to engage the consultant and complete its work.

**SUMMARY:** The City used a RFQ to identify potential professional technical support for our TPDES MS4 permit application. Request Council approval of the best qualified vendor, and delegate final contract approval to the City Manager to allow the extensive permit process to begin immediately.

### **BACKGROUND**

**In September the City Council approved in concept a road ahead, to include bringing a contractor on to support the permitting process to bring the City into compliance with EPA and Texas requirements for water pollution controls.**

**After legal review of a possible contract, our attorney determined that a RFQ is the proper way to contract for professional services. We have been through the RFQ process, and now need to approve the evaluations, conduct negotiations, and award a contract. The legal review findings are attached.**

### **STATEMENT OF THE ISSUE**

**A RFQ was published, and two qualifications were received. These were evaluated, with the findings attached. This action is to gain Council's approval to conduct contract negotiations with the highest-rated firm, and, should those negotiations be acceptable, allow the City Manager to execute the contract. This is the most expedient way to get a firm on board and begin the process as quickly as possible.**

**It is anticipated that the contract to be negotiated will have two parts according to the natural division of work required to obtain the MS4 permit: 1) creation of the storm water master plan (SWMP) and submission of the notice of intent (NOI), and 2) execution of the SWMP and permit issuance by the Texas Commission on Environmental Quality (TCEQ).**

**FINANCIAL IMPACT** TBD. Estimate that the contract will run \$40-60,000.

**Account Code (GF/GL/Dept):** TBD

**Funding Source:** TBD

**Amount:** Estimate that the contract will run \$40-60,000 total for both parts.

**Quotes (Name/Commodity/Price)** The RFQ process requires negotiated prices after selection of the best professional service.

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

**ALTERNATIVE**

**Significant technical requirements in creating and executing the SWMP leave the City no alternative but to bring on a professional firm to support the permit submission.**

**STAFF RECOMMENDATION**

Recommend that City Council 1) approve commencement of negotiations with ESS (and TRC should no agreement be reached with ESS); 2) authorize funding for this requirement, and 3) authorize the City Manager to execute the contract once a satisfactory agreement has been reached with one of the qualifiers.

**REQUIRED AUTHORIZATION**

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

Memorandum For: City Clerk, City of Socorro  
From: Public Works, City of Socorro  
Subject: TPDES MS4 Technical Support RFQ



Ma'am

Public Works has reviewed the qualifications that were submitted for technical support Socorro's submission of a MS4 permit. Qualifications were submitted by ESS and TRC.

The qualifications were evaluated on the following factors:

- Experience with SWMP and TPDES processes and procedures (30 points)
- Technical experience with stormwater management (30 points)
- Knowledge of local watershed, environment, and potential polluters (15 points)
- Prior working relationship with TCEQ Region 06 (10 points)
- Broad knowledge that may help Socorro with other environmental issues (10 points)
- Other factors: presentation, availability, timely submissions (5 points)

I have attached the rating forms that were used. Based on those ratings, per the Texas Professional Services Procurement Act, I recommend that we enter into negotiations with ESS to establish a contract for the required services.

Point of contact for this recommendation is the undersigned.

A handwritten signature in black ink, appearing to read "D. Lobdell Jr.", is written over a light-colored rectangular background.

Douglas Lobdell Jr.  
Public Works Director  
915-493-3445  
publicworks@ci.socorro.tx.us

**EVALUATION AND SELECTION CRITERIA: TPDES MS4 Technical Support**

**RATER NAME:**

**FIRM: TRC**

1. 30 Points- Experience with SWMP and TPDES processes and procedures  
1-30 30
2. 30 Points - Technical experience with stormwater management  
1-30 27 =
3. 15 Points - Knowledge of local watershed, environment, and potential polluters  
1-15 8 =
4. 10 Points - Prior working relationship with TCEQ Region 06  
1-10 5 =
5. 10 Points - Broad knowledge that may help Socorro with other environmental issues  
1-10 10 =
6. 5 Points - Other factors: presentation, availability, timely submissions  
1-5 5 =

**Total:** 85

**EVALUATION AND SELECTION CRITERIA: TPDES MS4 Technical Support**

**RATER NAME:**

**FIRM: ESS**

1. 30 Points- Experience with SWMP and TPDES processes and procedures  
1-30 30
2. 30 Points - Technical experience with stormwater management  
1-30 28 =
3. 15 Points - Knowledge of local watershed, environment, and potential polluters  
1-15 15 =
4. 10 Points - Prior working relationship with TCEQ Region 06  
1-10 10 =
5. 10 Points - Broad knowledge that may help Socorro with other environmental issues  
1-10 8 =
6. 5 Points - Other factors: presentation, availability, timely submissions  
1-5 4 =

**Total:** 95

**ORIGINAL**

**RESPONSE TO REQUEST FOR QUALIFICATIONS  
FOR PROFESSIONAL ENVIRONMENTAL CONSULTANTS/  
ENGINEERING SERVICES**

**CITY OF SOCORRO  
QUALIFICATION 14-009 TPDES  
MS4 TECHNICAL SUPPORT**

**NOVEMBER 19, 2014**





ENVIRONMENTAL • SAFETY • STORMWATER

---

NOVEMBER 19, 2014

SANDRA HERNANDEZ  
CITY CLERK  
CITY OF SOCORRO  
124 S. HORIZON BLVD., SOCORRO, TEXAS 79927

RE: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENVIRONMENTAL CONSULTANTS / ENGINEERING SERVICES FOR TPDES PHASE II SMALL MS4 TECHNICAL SUPPORT

**DEAR MS. HERNANDEZ:**

Environmental & Safety Solutions (ESS) is honored to respond to the City's Request with the Attached Submittal. Thank you again for inviting us to provide the City of Socorro with details on our team and approach for Consulting / Engineering Services.

We herein detail why ESS, Environmental & Safety Solutions and our consultants are uniquely qualified to take on a project such as this (See Statement of Qualifications). In particular, we expand on our long-term passion for NPDES & TPDES Projects, ESS professionals and our design philosophy. In addition; we share details on how we will approach your City Requirements.

ESS, Environmental & Safety Solutions would welcome an opportunity to meet with City officials, discuss our skills and elaborate on the city specific factors related to compliance in the coming weeks. Once again, we'd consider it an honor to work with you, the Public Works Director and the City of Socorro Officials to the benefit of us all. We look forward to talking with you at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Antonio Quintanilla', is written over a light blue circular stamp.

**Antonio Quintanilla**  
Principal Environmental Scientist  
ESS, Environmental & Safety Solutions

**ORIGINAL**

1. CORPORATE ADDRESS:

6044 Gateway East Suite #303, El Paso, Texas 79905

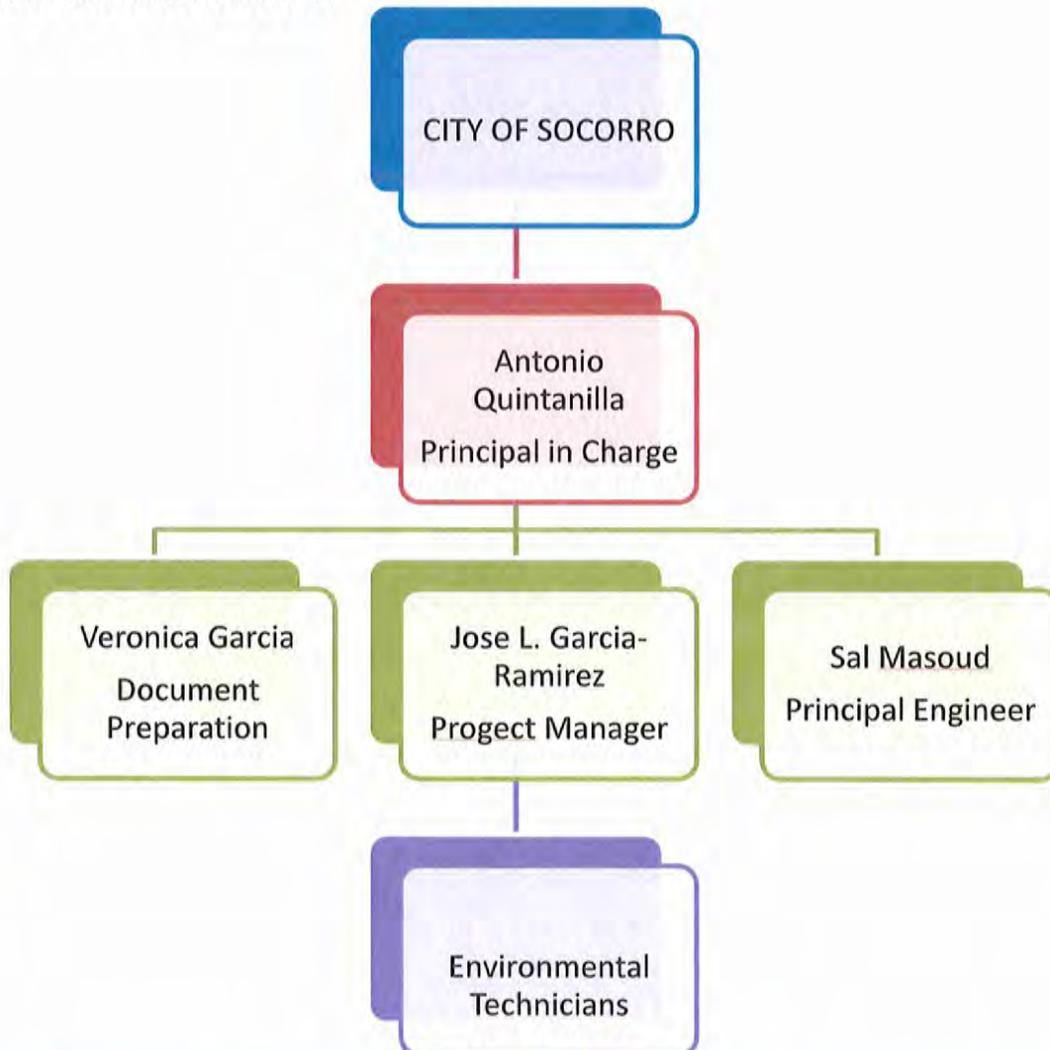
2. PRINCIPALS WHO WILL OVERSEE WORK FOR CITY OF SOCORRO

- Antonio Quintanilla
- Jose L. Garcia-Ramirez
- Veronica Garcia

3. ENGINEERING SERVICES

Del Rio Engineering – Sal Masoud

4. TABLE OF ORGANIZATION CHART





## **6. REASONS WHY FIRM IS UNIQUELY QUALIFIED FOR THE CITY OF SOCORRO MS4 PERMITTING**

ESS, Environmental Scientists are familiar and experienced with the local watershed and relevant environmental issues affecting storm water run-on and runoff in West-Texas and adjoining states (TX, NM, AZ CO). ESS has been performing Storm Water studies, permitting and training throughout Central to West Texas. ESS has performed numerous environmental assessment studies in a around the City of Socorro, Texas, dealing with the arid ecosystem (climate, soils, topology, etc.) exhibited by our region and the vicinity of Socorro, Texas. In addition; ESS already provides expert consultation for the Lower Valley Water District, which the City of Socorro resides within.

ESS staff has established and demonstrated sufficient NPDES and TPDES permitting practices to qualify as Storm Water Environmental Mentors with the State of Texas & the Texas Commission on Environmental Quality (TCEQ). ESS is the Southwest's Leading Stormwater Permitting Consultant and Permitting Specialists. ESS understands the Socorro area commercial infrastructure as ESS currently manages numerous construction and industrial TPDES Storm-Water Permits and projects within and surrounding the City of Socorro, TX.

ESS and Mr. Quintanilla (Sr. Environmental Scientist for ESS) have a long-standing working relationship with the TCEQ Region 06, in Austin, Texas and here in El Paso with the local office where our organizations frequently meet to discuss and resolve stormwater environmental issues in and around the City of El Paso and the City of Socorro, TX.

ESS and our qualified staff are enthusiastic and ready to work with the City of Socorro Public Works Director on the SWMP development and planning and ESS will support and assist your city Zoning Director on ordinance writing and enforcement of the newly developed program. ESS has a great deal of experience helping municipal sectors with the required steps for proper implementation of this and many other required processes.



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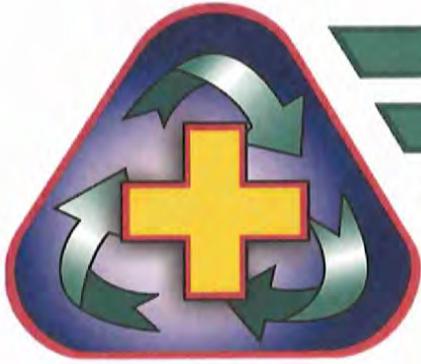
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### **ADDITIONAL REPRESENTATIVE FEDERAL & STATE EXPERIENCE**

ESS operations manage Safety & Environmental out of our El Paso based company (Environmental and Safety Solutions, ESS), with over 24 years of experience in the Environmental & Safety field. ESS deals with waste generation and disposal, water and wastewater Texas permitting issues, federal avian protection programs, endangered species problems, wildlife protection issues, industrial erosion control, PCB program coordination and multiple other related projects and disciplines within EPA Region 6 & TCEQ Region 6 regulatory compliance zones.

ESS provides experience and consulting on environmental disciplines, engineering and regulatory issues and provides proficient comprehensive knowledge of major environmental regulatory matters (i.e. CWA, RCRA, CERCLA, TSCA, TRI, RMP, CAA, OSHA, MSHA, etc.) applicable to the municipal and industrial sectors of industry in and around the surrounding Southwest Region, (To Include All West Texas, New Mexico, Arizona & Colorado State and Federal Storm Water Programs). We also provide a strong knowledge of TSCA with relation to PCB programs in and out-of public utilities and grids.

We have extensive experience with the New Mexico Game and Fish Department Water Quality and Riparian assessment corridor establishments. ESS's experience extends to the United States Forest Service - Forest Health Division, where involvement with the forest service ranged from entomology, plant-pathology and plot surveying. We have consulted for a Texas based companies on the Clean Water Act and TCEQ regulations set up by the EPA. We have a great deal of experience dealing with National Pollution Discharge Elimination System (NPDES) and TPDES Storm Water Programs and issues concerning El Paso, surrounding communities & the southwest. We have organized public and industrial training sessions to help local managers deal with their stormwater - environmental and safety issues. Our training experience and certifications cover many sectors in industry as per OSHA general industries & construction regulatory requirements. Our experience extends over the border into Mexico, where we function as an environmental and safety resource liaison for companies in the United States.



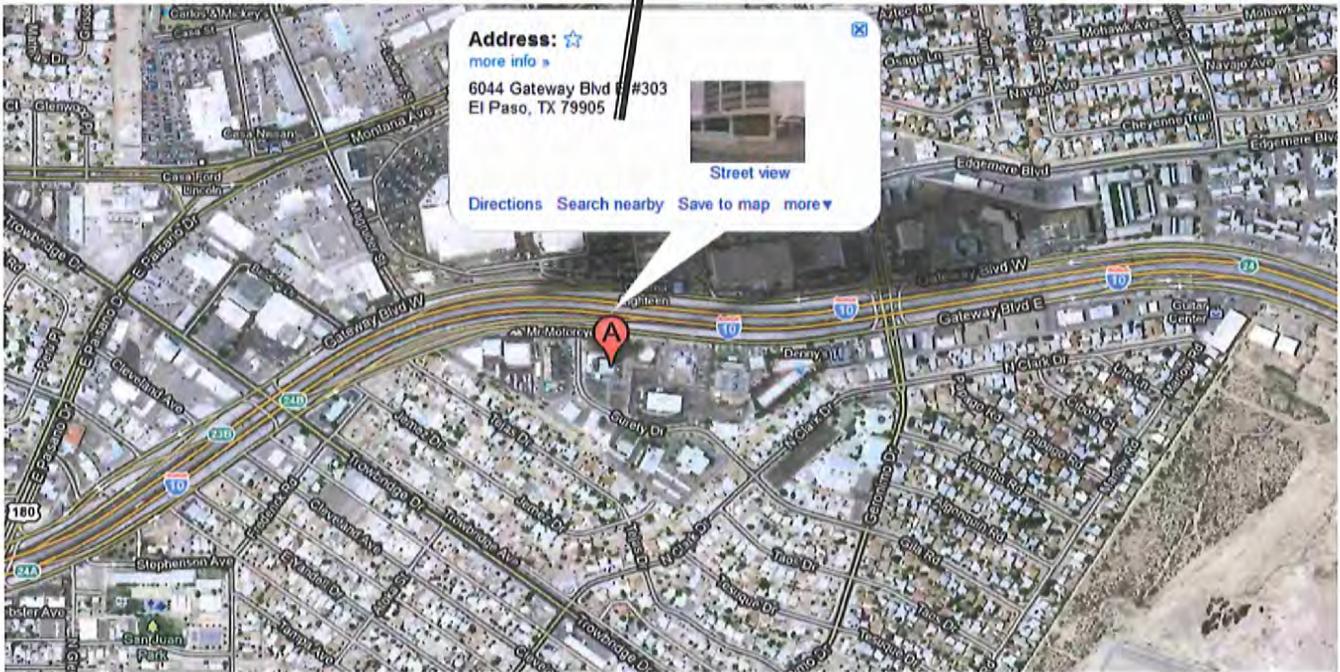
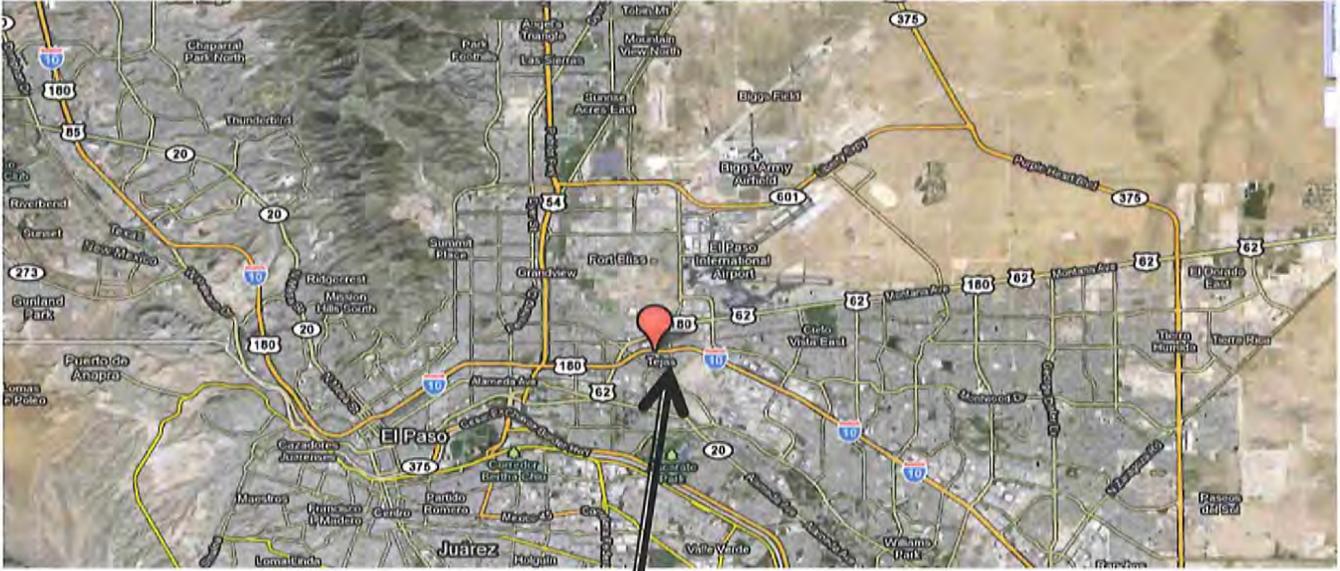
# ESS

**ENVIRONMENTAL & SAFETY SOLUTIONS**

6044 Gateway Blvd. E., Suite 303 El Paso, Texas 79905

# STATEMENT S O F Q QUALIFICATIONS





**6044 Gateway East, Suite 303**

**El Paso, TX. 79905**

**(915) 775-1171 Office**

**(915) 775-1174 Fax**

**[www.esselpaso.com](http://www.esselpaso.com)**



**[tony@esielpaso.com](mailto:tony@esielpaso.com)**

**[jose@esielpaso.com](mailto:jose@esielpaso.com)**

**[vero@esielpaso.com](mailto:vero@esielpaso.com)**



**Antonio Quintanilla**  
Environmental, Health  
& Safety Scientist,  
TCEQ Environmental Storm-Water Mentor

**Jose L. Garcia-Ramirez**  
Environmental Health &  
Safety Compliance  
Coordinator

**Veronica Garcia**  
Administration Accounts  
Manager

**Mark Rodriguez**  
Air Quality Compliance  
Scientist

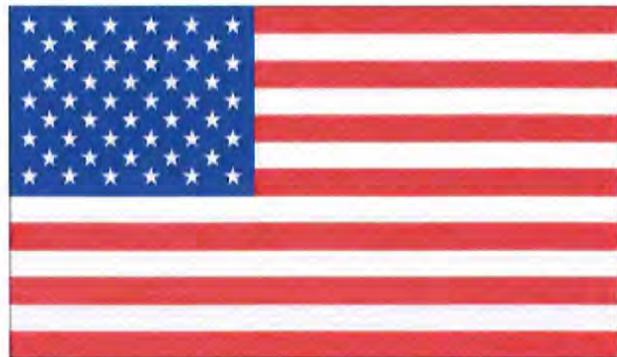
**John Gnauck**  
Certified Safety  
Professional

**Aida Mauricio**  
Water Quality Scientist

**Ray Sias**  
Certified Water Systems  
Inspector

**Rebecca Dueñas**  
Administrative Assistant

**Mike Mireles**  
Project Coordinator  
Haz-Mat Responder



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S.A. de C.V.**

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011-52 (614) 177-07-20



# Personnel Experience

**ANTONIO QUINTANILLA**

**22 Years Experience**

M.S. Life Science & Management

B.S., Environmental Science

New Mexico Highlands University, Las Vegas N.M.

Mr. Quintanilla currently serves as the Operations Manager/Owner for a Safety & Environmental El Paso based company (Environmental and Safety Solutions ESS), with over 22 years of experience in the Safety & Environmental field. Prior to this, Mr. Quintanilla served as El Paso Electric Company's power generation environmental scientist for waste generation and disposal, water and waste water TX permitting issues, federal avian protection, endangered species and wildlife protection, industrial erosion control, PCB program coordinator and multiple other related projects and disciplines. He holds a Bachelors degree in Environmental Science and a Masters of Science in Life Science & Management.

As an environmental scientist with ESS, Mr. Quintanilla provides experience and consulting on environmental disciplines, engineering and regulatory issues. He provides a proficient comprehensive knowledge of major environmental regulatory matters (i.e. CWA, RCRA, CERCLA, TSCA, TRI, RMP, CAA, etc.) applicable to the municipal and industrial sectors of industry in El Paso, TX and the surrounding Southwest Region, (To Include All West Texas, New Mexico, Arizona & Colorado State Storm Water Programs. He also provides a strong knowledge of TSCA with relation to PCB programs in and out-of public utilities and grids. He over sees all major construction projects for ESS that may have environmental concerns. As a spill responder, Mr. Quintanilla alternates on a monthly 24 hour on call accident or spill responds team. Mr. Quintanilla has strong skills in the ability to communicate technical procedures and/or offer advice when necessary. He is required to communicate effectively, both orally and in writing for both public and governmental agencies. This communication must be maintained in good working relationships with officers, managers, supervisors, fellow employees, representatives of the federal & local agencies, outside consultants and the public.



Above all Mr. Quintanilla is required to maintain a strong sense of priority concerning confidential matters.

He has been involved in many New Mexico Game and Fish department water quality and riparian assessment studies. While with the United States Forest Service – Forest Health Division, he served as a Biological Field Scientist. His experience with the forest service ranged from entomology, plant-pathology, surveyor and survey crew manager. He has consulted for a Texas based companies on the Clean Water Act and TCEQ regulations set up by the EPA. Tony has a great deal of experience dealing with National Pollution Discharge Elimination System (NPDES) Storm Water Programs and issues concerning El Paso, surrounding communities & the southwest. He has organized public and industrial training sessions to help local managers deal with their stormwater – environmental and safety issues. His training experience and certifications cover many sectors in industry as per OSHA general industries & construction regulatory requirements. His experience extends over the border into Mexico, where he has functioned as a resource liaison for a companies in El Paso and New Mexico. Mr. Quintanilla is a life long resident of El Paso and has taught in private and public sectors of education. Currently he serves as s the Manager/Owner for an Environmental & Safety El Paso based environmental company and serves as the leading Environmental Texas Commission on Environmental Quality TCEQ Storm-Water Mentor for Regulatory Issues in Texas.

## PROFESSIONAL AFFILIATIONS

- Officer – American Society of Safety Engineers
- Member – Texas Master Naturalist
- Member – Steel Manufactures Association
- Member – Southwestern Association of Naturalists
- TCEQ Environmental Storm-Water Mentor



## REGULATORY EXPERIENCE

Major environmental regulations Mr. Quintanilla has experience include the following:

- Occupational Health & Safety, (29 CFR 1910) & (29 CFR 1926)
- National Environmental Policy Act of 1969 (NEPA), as amended (42 USC 4321 et seq.)
- Clean Air Act, as amended (42 USC 7401 et seq.)
- PCB Regulations, 40 CFR, Part 750 & 761.
- Department of Transportation Hazardous Materials Regulations, HMR, 126(f) & 181; 49 CFR Parts 171-180
- Federal Water Pollution Control Act (Clean Water Act), as amended (33 USC 1251 et seq.)
- Resource Conservation and Recovery Act (RCRA, 42 USC 6901 et seq.)
- Safe Drinking Water Act (42 USC 300f et seq.)
- Endangered Species Act as amended (16 USC 668-668d)

## SPECIALIZED TRAINING / QUALIFICATIONS

- Hazardous Waste Management
- Air Quality Visible Emission Evaluator
- OSHA Gen. Industry Outreach Trainer
- OSHA Construction Outreach Trainer
- Department of Transportation Hazardous Materials Management,
- Medical Emergency First Aid & CPR
- Southwestern Willow Flycatcher Surveyor, U.S. Fish and Wildlife Service
- Certified Industrial Truck Operator
- HAZ-WOPER Emergency Responder Incident Commander Certification,
- HAZ-WOPER Emergency Responder Certification
- Polychlorinated Biphenyl (PCB) Management
- Air Purifying & Supplied Air Respirator Certification
- Competent Person for Storm Water Management Certified
- Storm Water Planning and Sampling Protocols
- Advanced Driving Traffic Safety Training
- Currently working on Class "D" Water Operator Certification, TCEQ



**JOSE L. GARCIA-RAMIREZ** 10 Years Experience  
**Environmental, Health & Safety Compliance Coordinator**  
B.S., Business Administration

As an Environmental, Health and Safety Compliance Coordinator with ESS, Mr. Garcia-Ramirez provides experience and consulting on environmental science, safety and regulatory issues. He provides a comprehensive knowledge of major environmental regulatory areas (i.e. RCRA, CERCLA, TSCA, CWA, TRI, RMP, CAA, etc.) applicable to the general industry. As an EH&S Compliance Coordinator, Mr. Garcia-Ramirez has a strong knowledge on storm water, safety, hazardous materials, air compliance, opacity, spill response, abatement, heavy equipment, alternates on a monthly 24 hour on call accident or spill response team. Mr. Garcia-Ramirez has strong skills in the ability to communicate technical procedures and/or offer advice when necessary. He is required to communicate effectively, both orally and in writing. This communication must be maintained in good working relationships with supervisors, fellow employees, representatives of the federal & local agencies, outside consultants and the public.

• **SPECIALIZED TRAINING / QUALIFICATIONS**

- Hazardous Waste Management.
  - Air Quality Visible Emission Evaluator.
  - OSHA Gen. Industry 30 Hr. Certified.
  - OSHA Construction 30 Hr. Certified.
  - Department of Transportation Hazardous Materials Management,
  - Medical Emergency First Aid, CPR & AED Trainer.
  - Certified Powered Industrial Truck Trainer.
  - Certified Industrial Truck Operator.
  - HAZ-WOPER 40 Hr. Certified.
  - HAZ-WOPER Emergency Responder Certification.
  - Certified Storm Water Inspector.
  - Certified Erosion Inspector.
  - Air Purifying & Supplied Air Respirator Certification.
  - Competent Person for Storm Water Management Certified.
  - Storm Water Planning and Sampling Protocols.
- Fluent in **Spanish** w/ experience working in México.



## REGULATORY EXPERIENCE

Major environmental regulations Mr. Garcia-Ramirez has experience include the following:

- Occupational Health & Safety, (29 CFR 1910) & (29 CFR 1926)
- National Environmental Policy Act of 1969 (NEPA), as amended (42 USC 4321 et seq.)
- Clean Air Act, as amended (42 USC 7401 et seq.)
- Department of Transportation Hazardous Materials Regulations, HMR, 126(f) & 181; 49 CFR Parts 171-180
- Federal Water Pollution Control Act (Clean Water Act), as amended (33 USC 1251 et seq.)
- Resource Conservation and Recovery Act (RCRA, 42 USC 6901 et seq.)
- Safe Drinking Water Act (42 USC 300f et seq.)
- Endangered Species Act as amended (16 USC 668-668d)

## Equipment Operator Certifications

Excavator

Loader

Forklift Safety Trainer

Self-Contained Breathing Apparatus (SCBA)

Backhoe

Skidsteer

Air Purifying Respirator

Class AMH CDL



# **SAL MASOUD**

**29 Years Experience**

**Registered Professional Engineer**  
Del Rio Engineering

Mr. Masoud founded and has operated Del Rio Engineering since 1987. As an operations manager and Professional Engineer in charge, he has over nineteen years of experience in design, building and construction. With an emphasis on construction management, project planning and development, the daily operations now involve a variety of civil engineering projects. Mr. Masoud's expertise includes structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, plan reviews and inspections, road and infrastructure design including the design of water and sewage systems and computer hydraulic modeling. He also has considerable experience in the fields of geotechnical engineering and soil analysis.

As principal owner of Del Rio Engineering, Inc., Mr. Masoud directly manages the daily operations covering a variety of civil engineering fields to include structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, road and infrastructure design including the design of water and sewage systems.

Previously, Mr. Masoud was employed as full time project manager by two of the largest international engineering companies in Dubai, UAE. Throughout these two assignments with Montgomery Watson and Metcalf & Eddy, Mr. Masoud completed a number of projects in the design and construction of sewerage and stormwater collection networks as well as the building of a large tenant labor camp with a total population of 28,000 people.

In addition, Mr. Masoud has ownership interest in several residential subdivisions in El Paso and Socorro cities (Villa Espanola I&II-63 Lots), (Estancias Ortiz-207 Lots), (Estancias Misiones-244 Lots). Developed (Spanish Pines Unit I), (Terraza Escondida).



Mr. Masoud has founded Del Rio Custom Homes and later **Coronado Building Co.** Mr. Masoud build several residential homes under both companies mostly within his own subdivisions to promote the sale of lots.

### **EDUCATION:**

- B.S. in Civil Engineering, University of Texas at El Paso, 1984.
- Training course in basic concrete technology, American Concrete Institute Dallas, Texas, 1985.
- Graduate courses in Advanced Soil Mechanics, Foundation, Expansive Soils at the University of Texas at El Paso, 1986.

### **QUALIFICATIONS:**

- Registered Professional Engineer (PE), State of Texas, No.70774, Oct. 1991.
- Quality Assurance Internal Auditor trained (ISO 9000 series) June 1996 Dubai.

### **PROFESSIONAL ACTIVITIES:**

- Member of the Texas Society of Professional Engineers.
- Executive Board Member of the El Paso Association of Builders.
- Board Member of the Rio Grande Citizen Forum.
- Board Member of Capital Improvements Advisory Committee.
- Member in the Construction Board of Appeal at City of El Paso



# **MIKE MIRELES 20 Years Experience**

## **Project Coordinator**

Mr. Mireles has been involved in the environmental field for over 20 years. Experience in Management and handling of Hazardous and Non-Hazardous Materials. Training in OSHA Regulatory to include Safety, Construction, Mining, Heavy Equipment Operator, Emergency Response and Technical Resource. Certifications in OSHA 40-hour HAZWOPER, Texas A&M Incident Safety Office and National Fire Academy. Also a skilled instructor of EPA, DOT and OSHA HAZ-MAT. Certified to respond to DEA Response to Clandestine Drug Labs along with being a PCB specialist. Mr. Mireles will demonstrate the highest degree of professionalism, initiative and discretion in performing duties with a high level of competence.

### **SPECIALIZED TRAINING / QUALIFICATIONS**

- HAZWOPER 40-Hour
- HAZWOPER 8-Hour Refresher Training
- Response to Clandestine Drug Labs
- Training for Emergency Response Personnel
- Railroad ("Roadway") Workers On-Track Safety Training
- Rules Governing Railroad Contractors
- Advanced DOT HazMat Training
- Remediation Manager & Supervisor Training
- OSHA Confined Space Entry Training
- OSHA Lock-Out/Tag-Out
- OSHA Supplied Air Respirator Training
- Hazardous Waste Profiling Training
- IATA Transport of Dangerous Goods by Air
- American Railroads Emergency Training
- Haz-Cat Chemical Identification Systems
- Trench Shoring Services Safety in Excavation
- RCRA for the Technician
- Sexual Harassment Awareness Training
- Train the Trainer
- Lead Worker Refresher
- Blood borne Pathogens Awareness
- Hazardous Material Incident Response Operations
- Completed 960 Class Hours in Auto Mechanics



## Equipment Operator Certifications

Excavator

Loader

Forklift

Self-Contained Breathing Apparatus (SCBA)

Backhoe

Skidsteer

Air Purifying Respirator

Class AMH CDL

## REGULATORY EXPERIENCE

Major environmental regulations Mr. Mireles has experience include the following:

- Occupational Health & Safety, (29 CFR 1910) & (29 CFR 1926)
- National Environmental Policy Act of 1969 (NEPA), as amended (42 USC 4321 et seq.)
- Clean Air Act, as amended (42 USC 7401 et seq.)
- Department of Transportation Hazardous Materials Regulations, HMR, 126(f) & 181; 49 CFR Parts 171-180
- Federal Water Pollution Control Act (Clean Water Act), as amended (33 USC 1251 et seq.)
- Resource Conservation and Recovery Act (RCRA, 42 USC 6901 et seq.)
- Safe Drinking Water Act (42 USC 300f et seq.)
- Endangered Species Act as amended (16 USC 668-668d)



# Statement Of Qualifications

Environmental & Safety Solutions (ESS) is a full service Environmental and Safety Compliance Company. Our team has set the bar for environmental and safety services in the Southwest. Our ESS staff of professionals comprises fully trained and experienced environmental and safety personnel. With years of combined experience, our professional staff provides the quality service and dedication our clients demand.

ESS has developed expertise in environmental and safety consulting for clients with complex emergency situations and tasks. Our 24/7 emergency response capabilities, is available anytime day or night with capable technicians and supervisors to respond to our client's needs.



# ESS

**ENVIRONMENTAL & SAFETY SOLUTIONS**

6044 Gateway Blvd. E., Suite 303 El Paso, Texas 79905



# Environmental Field Support Service

ESS has an in-house Field Service staff of trained and certified technicians who specialize in Emergency Spill Response and comprehensive maintenance services.

ESS's Field Services crew is supported with the heavy equipment, sampling tools, necessary to provide immediate and thorough attention to complete our clients' projects. ESS's Field Services include:

- Hazardous Material Response 24/7
- On Site Safety Training
- On Site Safety Inspection
- Industrial Environmental Maintenance Programs (IEMP)
- Environmental Sampling
- Waste Disposal Management
- Asbestos Consulting Services
- Lead Decontamination Services
- Contaminated Site Remediation
- PCB Management & Disposal
- Wildlife Rescue and Management
- Bio-Hazardous Waste Remediation



# Hazardous Materials

**Hazardous Materials Response – 24 hrs / 7 day**

ESS provides quick reactive, professional and quality Emergency Spill Response Services. ESS has the most experienced and specialized delivery of Emergency Spill Response and Hazardous Material Clean-Up services in West Texas and Southern New Mexico.

**ESS's first responders are on your site within one hour of the initial contact.**

ESS's Emergency Spill Response (ESR) includes: A, B, C & D levels of protection with self-contained breathing apparatus (SCBA) units, pressure washing units, earthmoving equipment, chemical and petroleum transfer pumps, light towers and a mobile HAZMAT trailer. ESS has extensive experience responding to the following HAZMAT incidents:

- Industrial equipment mineral oil / dielectric fluid (Transformer Type)
- Polychlorinated biphenyls (PCB) oil (Transformer Type)
- Acids and Caustics
- Mercury and Hg filled Equipment
- Lead, lead compounds, and other heavy metals
- Hydrocarbons Releases



## Industrial Environmental Maintenance Programs (IEMP)

ESS has developed and delivered Industrial Environmental Maintenance Programs (IEMP). A customized IEMP provides specialized services in risk assessment, risk management and pollution prevention planning. These programs are important for efficient operations because preventive maintenance is far more effective and less costly than a reactive action to accidental conditions.

ESS's IEMP services include:

- Management / Construction / Maintenance / Sampling
- Hazardous and Non-Hazardous Material Tracking
- HAZMAT Lab Package
- HAZMAT Inventory and Labeling
- Facility Maintenance
- Facility Inspections
- Material and Waste Management
- Contamination Remediation
- Periodic Facility Inspections
- Daily Reporting
- Emergency Spot clean-ups

ESS performs weekly and monthly inspections; maintenance and repair services on secondary containments for industrial facilities and storage yards. Information derived from these services is provided to our clients for more efficient management of their facilities.



## Industrial Environmental Maintenance Programs (IEMP)

Inspections include identifying and the correct labeling of equipment and containers. Containers are inspected for leaks. When leaks are detected, ESS staff repairs the containers as part of routine services provided. Sampling includes wipe samples and oil samples from industrial equipment for HAZMAT classification and waste profiling. ESS follows strict chain-of custody protocols to ensure sample integrity. This sampling is performed to assist in the proper disposition of the equipment.

ESS's IEMPs also include decontamination of contaminated industrial equipment. ESS utilizes in-house Occupation Safety and Health Administration (OSHA) trained and experienced personnel to perform tasks involving HAZMAT contamination.

ESS's crews are trained to inspect and report any areas of concern with respect to environmental conditions. Irregular or deficient environmental and facility conditions are then reported to the facility operator along with recommendations for corrective actions.



# Environmental Sampling

ESS has the training, experience, and proper equipment to provide the following environmental sampling services:

- Fugitive Emissions
- Asbestos (Bulk and Air)
- Waste Profiling
- Storm Water Run Off
- Lead-Based Paint
- Indoor Air Quality
- Groundwater
- Process Water
- Noise Surveys
- PCB
- Sludge
- Soils
- Industrial Equipment
- Wastewater
- Abandoned Containers
- Electromagnetic Fields



ESS has extensive experience in collecting samples for regulatory compliance including soil and groundwater samples required for remediation site closures.



# Remediation Design and Management Services

ESS has extensive experience in providing remediation and site restoration services with hundreds of projects successfully completed. ESS provides expertise in the design, installation, and management of hydrocarbon recovery systems, bio-remediation, hazardous and non-hazardous remediation, groundwater monitoring, plume management zones, natural attenuation monitoring, surface and subsurface soil remediation, and waste disposal management. Remediation design and management services include:

- Bio Remediation
- Groundwater Monitoring
- Hydrocarbon Recovery Systems
- HAZMAT Remediation
- Plume Management Zones
- Site Restoration
- Superfund Site Remediation
- Surface / Subsurface Soil Remediation
- Waste Disposal Management



# ESS – Storm Water Federal & State Programs



Storm water runoff is generated when precipitation from rain and/or snowmelt events flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (equipment, machinery, storage containers, streets, parking lots, and building rooftops), it accumulates microscopic-metals, debris, chemicals, oils, sediment or other pollutants that will adversely affect the water quality when this runoff is leaves your facility and is discharged from your property. The primary method to control storm water discharges is the use of best management practices (BMPs). In addition, most storm water discharges are considered point sources and require coverage under State and / or Federal NPDES permit programs.

## What is the NPDES Storm Water Program?

The National Pollutant Discharge Elimination System (NPDES) Storm water Program regulates storm water discharges from three potential sources: municipal separate storm sewer systems (MS4s), construction activities, and industrial activities. Most storm water discharges are considered point sources, and operators of these sources may be required to receive an NPDES permit before they can discharge. This permitting mechanism is designed to prevent storm water runoff from washing harmful pollutants into local surface waters such as streams, rivers, lakes or coastal waters. ESS experts will determine how this system fits into NPDES and other state & federal programs.



# ESS Storm Water Permitting in TEXAS



The Clean Water Act (CWA) is a federal law that establishes environmental programs, including the National Pollutant Discharge Elimination (NPDES) program, to protect the Nation's waters and directs the U.S. Environmental Protection Agency (EPA) to issue rules on how to implement this law. Under the NPDES program, a municipal storm water program was developed in two phases, Phase I and Phase II. ESS can assist with both phase's I & II;

Phase I of the EPA municipal storm water program was promulgated in 1990 under the authority of the CWA. Phase I relied on the NPDES permit coverage to address storm water runoff from medium and large municipal separate storm sewer systems (MS4s), serving populations of 100,000 and greater.

The NPDES Storm Water Phase II regulations, which target small MS4s located fully or partially within an urbanized area and construction activities disturbing more than one acre of land, were promulgated by the Environmental Protection Agency (EPA). These regulations apply to all jurisdictions within a delineated urbanized area regardless of individual populations. The Texas Commission on Environmental Quality (TCEQ) was granted the authority from the EPA to administer the Texas Pollutant Discharge Elimination System (TPDES). This authority is granted through a Memorandum of Agreement with the EPA to administer the NPDES system as it applies to the State of Texas.



TEXAS COMMISSION  
ON ENVIRONMENTAL QUALITY



# ESS Storm Water Permitting in TEXAS



ESS will Develop Program Required by your Municipality to:

- Reduce the discharge of pollutants to the maximum extent practicable;
- Protect water quality within their water sheds;
- Satisfy the applicable water quality requirements under Clean Water Act;
- Manage storm water quality activities through the Development and Implementation of an approved Storm Water Management Program (SWMP).

In Texas, ESS will assist Small and large MS-4 City's to execute and develop the SWMP in accordance with the requirements of the TPDES Small MS4 General Permit TXR040000 for obtaining authorization for storm water discharges and certain nonstorm water discharges. ESS will develop the SWMP to reduce the amount of pollutants carried into the MS4 by storm water runoff as required by the TPDES General Permit.



# Storm Water

## What Is An MS-4?



In Texas, ESS can help Small and large MS-4 City's to developed the SWMP in accordance with the requirements of the TPDES Small MS4 General Permit TXR040000 for obtaining authorization for storm water discharges and certain non-storm water discharges. The SWMP shall be developed to reduce the amount of pollutants carried into the MS4 by storm water runoff as required by the TPDES General Permit.

What is an MS4?

"A conveyance or system of conveyances...owned by the U.S., a state, city, county, town, or other public entity that discharges to waters of the U.S. and is: Designed / Used to Collect or Convey Storm Water Not a Combined Sewer Not Part of a POTW"

(An MS4 is a publicly-operated storm water drainage system, and can include pipes, curbs/gutters, ditches, etc.)

### TCEQ Authorization of TPDES Permitting

- September 14, 1998 - TCEQ Received Full
  - Authorization for TPDES Program
- Phased Approach for Storm Water Permitting
  - Existing Permits - TCEQ Will Renew Upon Expiration
    - Individual Industrial Storm Water (WQ#)
    - Phase I MS4 (WQ#)
    - Multi Sector General Permit (MSGP), TXR050000
    - Phase I Construction Activities (CGP), TXR150000
- New Permits - TCEQ Will Issue
  - Phase II Construction, TXR150000
  - Phase II MS4, TXR040000 (Issued August 13, 2007)

# Storm Water

## What Is An MS-4?



### Legal Authority

- **Texas Water Code**
  - Section 26.121, No person may discharge waste without a permit or other authorization (storm water is considered an “other waste” in Water Code)
  - Section 26.027, TCEQ has authority to issue permits
- **Memorandum of Agreement – EPA and TCEQ (September 1998)**
  - <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/municipal/c1.pdf>
  - Authorizes TCEQ to write NPDES permits (“TPDES”)
- **TCEQ Rules:**
  - 30 TAC Section 281.25 adopts EPA’s Storm Water Regulations:
  - 40 CFR Sections 122.26 and 122.30 – 122.37
  - 30 TAC Chapter 205, related to General Permits
  - 30 TAC Chapter 305, related to Permit Processing



# Storm Water



## ARE YOU REGULATED?

### Who is covered under the NPDES Storm water Program?

The NPDES Storm water Program covers the following types of storm water discharges:

**MS4s** – Operators of large, medium and regulated small MS4s may be required to obtain authorization to discharge storm water.

**Construction Activities** – Operators of construction sites that are one acre or larger (including smaller sites that are part of a larger common plan of development) may be required to obtain authorization to discharge storm water under an NPDES construction storm water permit. Where EPA is the permitting authority, operators must meet the Federal requirements.

**Industrial Activities** – Industrial sectors may require authorization under an NPDES industrial storm water permit for storm water discharges. Where EPA is the permitting authority, operators must meet the requirements of **EPA's Multi-Sector General Permit (MSGP)**.

If you discharge **storm water associated with an industrial activity** into one of the following:

gutters, streets, channels, ditches or other storm water conveyances that are part of a **municipal separate storm water sewer system (MS4)**, or **surface water in the state**

And your business activity fits into one of the regulated **industrial sectors**, meaning that your industrial activity fits under one or more of the Standard Industrial Classification (SIC) Codes or Industrial Activity Codes to be found in "**SIC Codes Subject to TPDES & NPDES Multi-Sector General Permit**,"

Then you will be required to obtain coverage under General Permit **TXR050000** or **NMR050000**



If all industrial activities and materials are isolated from rain, snow, snowmelt, and/or runoff by storm resistant shelters, you may be eligible for a **conditional no exposure exclusion** from permitting requirements.

Otherwise, the general permit requires you to **obtain coverage**, which includes submitting a notice of intent (NOI) form.

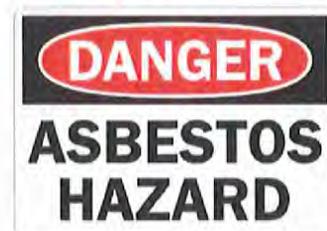




# Environmental Site Assessment

## Our Environmental Assessment Services:

A Phase I Environmental Site Assessment is a report prepared for a Real Estate holding and Banks which identifies potential or existing environmental liabilities. The analysis, often called a Phase I ESA, typically addresses both the underlying land and structural improvements to the property. In cases where contamination is found to be severe, the site may be placed on the "National Priorities List" where they will be subject to the U.S. Environmental Protection Agency's Superfund program officially known as the Comprehensive Environmental Response, Compensation, & Liability Act, Laws (CERCLA, 42 U.S. Code. § 9601-9675)



# Environmental Site Assessment



*Environmental Site Assessments (ESA) are generally broken into three separate categories:*

**PHASE 1** - A PHASE 1 ESA will include an in-depth investigation of the subject property both on site and through existing records. The decision to test or not is made by the client but ESS will always give recommendations both verbally and in the written formal report.

**PHASE 2** - Once a PHASE 1 ESA has been completed the subject property may progress into a PHASE 2 ESA. Should a PHASE 1 ESA uncover any potential for contaminated substances on the subject property, ESS would recommend a PHASE 2 ESA to include a detailed analytical testing program for any areas of concern.

In the State of Texas, samples to be analyzed for Volatile Organic Compounds, Semi-Volatile Organic Compounds, RCRA Metals, Total Petroleum Hydrocarbons, PCB's, Pesticides, Herbicides, Oil and Grease or other contaminants must be analyzed by a Laboratory with a Quality Assurance Plan. Results and recommendations for appropriate responses will be made in the form of a formal written report.

**PHASE 3** - the subject property progresses into a PHASE 3 ESA once contamination has been discovered and is deemed to be over the action level. ESS may assist the client in making the proper decisions to adequately abate the contaminated area.



# Environmental Site Assessment



## *Landowner Liability Protections & All Appropriate Inquiry*

An Environmental Site Assessment is a report prepared for a real estate holding which identifies potential or existing environmental contamination Liabilities.

This analysis is often called an ESA.....

As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the "landowner liability protections,"): that is, the practice that constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 U.S.C. 9601(35)(B).

### *ESS Adheres to EPA and ASTM Standards for Performance of All ESA's*

Standards for performing a **Phase I** site assessment have been promulgated by the US EPA and are based in part on ASTM in Standard E1527-05.

If a site is considered contaminated, a **Phase II** Environmental Site Assessment may be conducted, ASTM test E1903, a more detailed investigation involving chemical analysis for hazardous substances and/or petroleum hydrocarbons.



**Don't Get caught with an Expensive Clean-Up!**

# Safety

*Welcome to ESS, the Performance Based Safety Company.*

## TEAM

Environmental & Safety Solutions (ESS) is a team of dedicated safety consulting professionals whose practice is the structure and implementation of workplace safety and regulatory compliance. Every member of our staff have practical "in-field safety" experience. We bring a reality of what works and what does not to every situation.

## CONFIDENCE

As consultants, we think strategically to accomplish workplace safety goals within the big picture of your business. We speak your language and understand the performance and budget constraints that affect your decision making. As specialists in our field, we'll think through your safety and loss control issues with you.

## SOLUTIONS

ESS recognizes that clients not only require answers to their questions, but also seek direction on ways to anticipate problems before they arise. "Tell me what works" is what you want to know. ESS delivers "how to."

### *Occupational Health & Safety Compliance Training:* **PROFESSIONAL DEVELOPMENT TRAINING WORKSHOPS**



Guidelines for Effective Safety & Health Management

Safety Training and Curriculum Design

[Integrating Safety into Management and Supervision](#)

[Developing Safety Teams](#)

[Conducting Job Safety Analysis](#)

[Developing an Incident Investigation Process](#)

[Comprehensive Safety Inspections](#)

[Safety for the Human Resource Manager](#)

[OSHA Compliance & Safety Performance for Small Business](#)

[OSHA Recordkeeping Requirements](#)

[Emergency Preparedness and Response](#)

[Ergonomics Assessments and Training](#)



# Safety

## ***Construction & Industrial Occupational Health & Safety Consultant Training:***

### **Safety Training Descriptions**

- 10 hr. OSHA Outreach Training Construction & General Industry
- 30 hr. OSHA Outreach Training Construction & General Industry
- Work Zone Safety for Roadway Construction
- Trenching & Excavation Protective Systems
- Scaffolds Training and Certification
- Fall Protection Training on All Systems
- Confined Space Entry Certification as per 29 CFR 1910.146
- Coaching the Lift Truck Operator Train-the-Trainer
- OSHA and EPA Process Safety Management Requirements
- OSHA Control of Hazardous Energy Regulations (Lockout-Tag out)
- Industrial Spill Response Incident Command System
- Technician Level Industrial Spill Response
- Industrial Spill Response Refresher
- Current Issues and Trends in OSHA
- Introduction to General Industry and Construction OSHA Standards
- Electrical General Safety
- Developing a Proactive Employee-Driving Safety System
- Incident Investigation and Job Hazard Analysis



### **EPA, TCEQ, NMED and DOT Training**

- 8-Hour HAZWOPER
- 16-Hour HAZWOPER
- 24-Hour HAZWOPER
- 40-Hour HAZWOPER
- Storm Water Competent Person
- Lead Awareness
- RCRA Resource Conservation & Recovery Act
- CERCLA – Liability Act
- Hazardous Materials D.O.T. Mgt
- Rail-Road Work Zones Safety

# Air Permits

## *Welcome to the ESS Framework for Air Quality Management & Compliance*



The framework for a successful air quality program consists of four basic management components.

**Monitoring** of air quality is conducted on a schedule as prescribed by your permit. Results from monitoring are used to determine compliance with air quality standards and provide a basis for reviewing your air pollution permits, etc. The monitoring provides data which indicates the overall effectiveness of your operation with the Federal, State and County strategies.

**Permitting** allows emission of a certain level of pollutants based on the existing air quality. Any potential source of pollution may be required to obtain a permit. ESS Air quality experts will review your application before applying for a permit to ensure that the source will not exceed emission standards.

**Enforcement** of air quality rules results in the regulation of sources such as open burning, gasoline stations and other industrial sources. Technical surveys and routine compliance inspections are made by regulated official field personnel. Through inspections and enforcement activities, local government can ensure that your source is complying with the limitations of your permit.

**ESS Advanced Planning** is responsible for providing air quality expertise, periodic emission inventories, and developing the plans to meet and maintain the National Ambient Air Quality Standards and the parameters of your permit. EES can also study the impact of your operation on air quality, analyze air quality for trends, review legislative policies, participate in federal, state, and local meetings on air pollution issues, and carry out special research projects at your site.



# Air Permits

*ESS Can Assist Your Company with*

*Today's Complex Air Quality Issues*

## Health Effects

Scientists generally agree that Air Pollution Do cause health problems;



**Particulates** are solid particles or liquid droplets consisting of acid aerosols, heavy metals or soot. Particulates can aggravate respiratory disease and irritate eyes.

**Asbestos** is a mineral and can be found in thousands of different kinds of building materials.

**Carbon Monoxide (CO)** is produced mainly from automobile exhaust or whenever fuels are being burned. CO reduces a person's ability to think and see clearly and if there is enough in one area it could result in death.

**Sulfur Dioxide (SO<sub>2</sub>)** is produced by power plants and industries burning coal or oil. SO<sub>2</sub> irritates the lungs and causes or aggravates respiratory problems.

**Nitrogen Oxides (NO<sub>x</sub>)** are produced by all combustion processes, including motor vehicles. NO<sub>x</sub> also places a strain on the heart and respiratory system.

**HydroCarbons (HC)** are produced from the incomplete combustion of fuel and from the evaporation of gasoline from motor vehicles and storage areas.

**Lead (Pb)** is emitted primarily from lead smelters and incinerators. It also persists in the environment from past activities such as the use of leaded gasoline and lead based paint. It can affect the nervous system and lead to anemia.

**Air Toxics** include known or suspected carcinogens (e.g. benzene and beryllium) and non-carcinogens (e.g. mercury and styrene).

## *Air Scientist Consultant & Professional Staff*

ESS is a team of dedicated applied, scientists with years of combined experience in environmental services. We provide comprehensive Environmental Management Services (EMS) to a wide range of clients such as private land owners, homeowners & builder associations, municipalities, developers, contractors, corporations, engineering firms and regulatory agencies.

Our services are designed to meet the policies and guidelines established by federal, state and local environmental regulatory agencies regarding your industry. Services include the design, development, management & maintenance of manufacturing facilities, storm-water permitted facilities, air permits, waste management, recycling facilities, & conservation projects.



### Include:

- Air Quality Management and Permitting
- Environmental Permitting & Compliance Planning
- Due Diligence / Risk Assessment
- Waste Management (Hazardous / Non-Hazardous Materials)



# Hazardous Material and Materials Transportation / Management

For years, ESS has provided the necessary services to solve our clients' environmental problems. Whether using our facilities, capabilities, Haz-Mat teams or the services provided by ESS third party providers, we strives to provide solutions for our clients' Hazardous materials and byproduct management needs.

## Hazardous Materials & Byproduct Management

ESS provides materials management on an as-needed basis for our clients, going beyond traditional hazardous and industrial waste disposal services. These services range from a one-time need for recycling of an off spec product to an ongoing long-term management program for supplies or services. A few examples of company enterprises and solutions designed to meet our customers' needs include:

- Product Destruction
- Bulk Industrial Recycling (Plastics, Foam, Scrap Metals, Cardboard, Paper)
- Machine Fluids Control Management
- Logistics
- Bulk Refuse Services
- Equipment and Supplies
- E-Scrap
- Training and Consulting
- Facility Management



## MEETING CUSTOMER NEEDS

Ensuring Regulatory Requirements Are Met

Customized Service Delivery

Standardization At All Locations

Sustainable Solutions for:

- Non-viable materials
- RCRA Hazardous Waste
- Expired/Damaged Products
- Product Recalls
- Brand Protection
- Universal Wastes
- Medical/Pharmaceutical

# SPCC

## Spill Prevention Control and Countermeasure (SPCC)

The Environmental Protection Agency (EPA) is amending the dates by which facilities must prepare, up-date or amend their Spill Prevention, Control, and Countermeasure (SPCC) Plans, and implement those Plans. The Agency is also establishing November 10, 2010 as the date for farms to prepare or amend their Spill Prevention, Control, and Countermeasure Plans (SPCC Plans), and implement those Plans.

Pursuant to the requirements of Title 40 of the Code of Federal Regulations Part 112 (40 CFR 112), this Spill Prevention Control and Countermeasure (SPCC) Plan must be developed for any facility located in the United States who has an aggregate aboveground storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons of a petroleum or petroleum based product or oil waste liquid. This Plan must also be prepared to address the State of Texas requirements for response to spills. Applicable regulations regarding spill prevention are:

Discharge of Oil - 40 CFR 110;

- Oil Pollution Prevention - 40 CFR 112;
- State of Texas Regulations on Spill Response – 30 TAC 327;
- Determination of Reportable Quantities for Hazardous Substances - 40 CFR 117 and 40 CFR 302.4; Designation, Reportable Quantities and Notification - 40 CFR 302;
- National Oil and Hazardous Substances Pollution Contingency Plan - 40 CFR 300; and
- Emergency Planning and Notification - 40 CFR 355.

The SPCC document is intended to address those materials defined as oil in 40 CFR 112.2 and 30 TAC 327.2. It also addresses releases to the environment of hazardous waste, waste, or other substances as defined in 40 CFR 112 and 30 TAC 327.2. This Plan describes the practices and procedures that are utilized at your facility to prevent the release of any kind of oil as defined in by the EPA. Also described are the procedures and resources implemented for the reporting of, and response to, spills and accidental discharges of oils, waste, hazardous waste, hazards or other substances into the environment as defined in 40 CFR 112.2 and 30 TAC 327.2.

This SPCC Plan also incorporates the Hazardous Substance Contingency Planning (Contingency Plan). The Contingency Plan specifically addresses emergencies involving a release of hazards and hazardous substances, including hazardous waste, within your facility and/or plant.



# Spill Prevention Control and Countermeasure (SPCC)

On June 19, 2009, EPA amended the dates by which facilities must prepare or amend Spill Prevention Control & Countermeasure (SPCC) Plans, and implement those Plans (74 FR 29136). Facilities must amend/prepare & implement SPCC Plans by the compliance date in accordance with revisions to the SPCC rule promulgated 2002.

## What are the compliance dates for all US facilities, including farms?

<i>A facility starting operation...</i>	<i>Must...</i>
On or before August 16, 2002	Continue to maintain its existing SPCC Plan in accordance with the SPCC rule. Amend and implement that Plan no later than November 10, 2010
After August 16, 2002, through November 10, 2010	Prepare and implement an SPCC Plan no later than November 10, 2010
After November 10, 2010	Prepare and implement an SPCC Plan before beginning operations

## EPA extends the compliance dates:

To provide owners or operators of required facilities time to comply with all the revisions to the SPCC rule and make correct and applicable changes to their facility operations and current SPCC Plans to comply with the revised federal requirements.

## Eligibility for the compliance date extension?

Facilities, including farms, in operation before August 16, 2002, that are maintaining an approved Plan in accordance with the Federal and State SPCC requirements; and Facilities, including farms, which began operating after August 16, 2002.

## What ESS can do for your facility now?

- Review the existing SPCC plans to meet new rules and amendments
- If your facility began operating before 2002 - create, up-date and/or maintain existing plan
- Identify areas of your SPCC Plan that amendments might have changed (if applicable)
- Make necessary facility modifications to comply with the SPCC rule revisions
- Prepared to finalize amendment SPCC Plan and implement that Plan November 10, 2010; or
- If your facility began operating after 2002, then prepare a New Plan and implement later than November 10, 2010.

## What types of oil does the SPCC Rule address?

Before a facility is subject to the SPCC Rule, it must meet certain criteria:

- it must have an aggregate aboveground storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons of a petroleum or petroleum based product or waste liquid.
- The term oil means oil of any kind or in any form, including, but not limited to: petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil; fats, oils or greases of animal, fish, or marine mammal origin; vegetable oils, including oil from seeds, nuts, fruits, or kernels; and other oils and greases, including synthetic oils and mineral oils.

An owner/operator must have an SPCC Plan prepared if the facility, due to its location could reasonably be expected to have a discharge of oil and/or the facility exceeds the minimum threshold capacity of 1,320 gallons. For SPCC applicability, only containers with a volume capacity of 55 gallons or greater need to be considered toward a facility's oil storage capacity (67 FR 47042, 47066; July 17, 2002). The 55-gallon minimum capacity also applies to oil-filled operating, manufacturing, or electrical equipment, such as transformers or Plastic Injection-Mold Equipment and Metal Presses. Therefore, during the determination of your facility meeting the oil storage capacity threshold, as an owner or operator you must consider all oil-filled operating equipment that has the capacity to contain 55 gallons or more of oil (40 CFR §112.1(d)(2)(ii)).





# Forklift Operator Safety Training Certification



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& Certified**

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**Call Today At: 915-775-1171**

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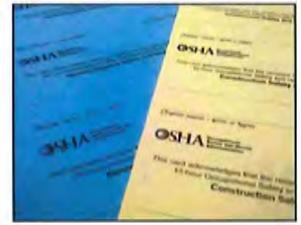
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**10**  
HOUR

&

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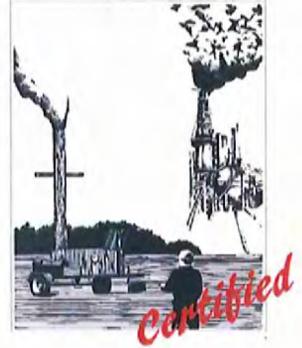
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A blue ink signature of Brian J. Christian, written in a cursive style.

Brian J. Christian, Director  
Small Business and Environmental Assistance Division



A blue ink signature of Andy Gardner, written in a cursive style.

Andy Gardner, Manager  
Small Business and Local Government Assistance Section

# CERTIFIED STORMWATER INSPECTOR

(INDUSTRIAL MUNICIPAL AND CONSTRUCTION)



THIS CERTIFICATE IS

AWARDED TO

**ANTONIO QUINTANILLA**

IN RECOGNITION OF HAVING COMPLETED ALL REQUIREMENTS OF THE CERTIFIED STORMWATER INSPECTOR COURSE BY THE NATIONAL STORMWATER CENTER. THIS CERTIFICATION IS EFFECTIVE FOR A PERIOD OF FIVE YEARS.

  
MICHELE LOMAX, DIRECTOR OF OPERATIONS

4316

CERTIFICATE NUMBER

OCTOBER 26, 2011

DATE

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(INDUSTRIAL MUNICIPAL AND CONSTRUCTION)



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MICHELE LOMAX, DIRECTOR OF OPERATIONS

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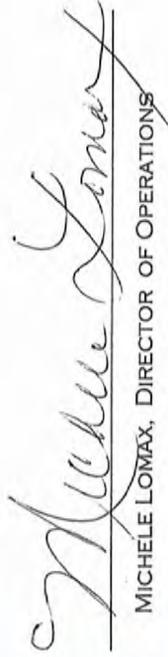


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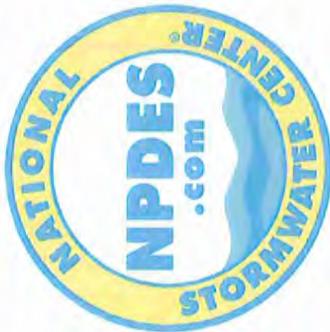
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*Michele Lomax*

MICHELE LOMAX, DIRECTOR OF OPERATIONS

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[hurban@sgcmail.com](mailto:hurban@sgcmail.com)

# Statement of Qualifications for Texas Pollutant Discharge Elimination System Phase II Small MS4 Technical Support



Submitted to:  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, Texas

November 20, 2014



Submitted by:  
  
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5400 Suncrest Drive  
Suite D-1  
El Paso, TX 79912

915.581.8872 PHONE  
915.581.6843 FAX

[www.trcsolutions.com](http://www.trcsolutions.com)

November 19, 2014

Sandra Hernandez, City Clerk  
124 S. Horizon Blvd.  
Socorro, Texas 79927

**Subject: Proposal for Texas Pollutant Discharge Elimination System Phase II  
Small MS4 Technical Support**

Dear Ms. Sandra Hernandez,

Complying with regulatory requirements for the City of Socorro (the City) requires a highly skilled and attentive consulting team, cognizant of the project needs and versed in regulatory requirements. The following Statement of Qualifications details our vision of providing consulting services for developing a Storm Water Management Program for the City and providing support for the program.

TRC Environmental Corporation (TRC) has a broad depth of qualifications in the full range of storm water services. Our team incorporates expertise in key disciplines necessary to ensure successful and efficient completion of this project. Our project approach, firm information, and qualifications are described in the attached.

We are pleased to offer this assistance to the City of Socorro. If you should have any questions or need any further information, do not hesitate to call me at 512-684-3184 or email me at [aboer@trcsolutions.com](mailto:aboer@trcsolutions.com).

Sincerely,

Adrienne Boer, CFM, CPESC, PMP  
Program Manager

Attachments: Statement of Qualifications



## Table of Contents

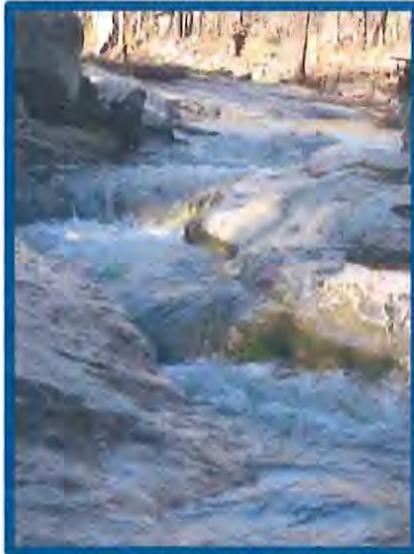
<b>FIRM INFORMATION</b> .....	<b>1</b>
<b>PROJECT UNDERSTANDING</b> .....	<b>2</b>
<b>PROJECT APPROACH</b> .....	<b>4</b>
MEETING WITH CITY STAFF .....	4
DEVELOP DRAFT SWMP .....	4
DEVELOP FINAL DRAFT SWMP.....	5
DEVELOP NOTICE OF INTENT.....	5
FOLLOW-ON COMPLIANCE SCOPE .....	5
<b>KEY TRC PERSONNEL</b> .....	<b>6</b>
ORGANIZATIONAL CHART .....	10
<b>FIRM QUALIFICATIONS</b> .....	<b>12</b>
EXPERIENCE WITH TPDES PHASE II SMALL MS4 PERMITTING PROCESS.....	12
WATERSHED & ENVIRONMENTAL FACTORS IN THE SOCORRO, TEXAS AREA.....	15
RELATIONSHIP WITH REGULATORY AGENCIES, INCLUDING TCEQ REGION 06 .....	18
<b>PROJECT COORDINATION</b> .....	<b>19</b>
INTERVIEWS.....	20



## FIRM INFORMATION

TRC is proud to present this proposal to the City of Socorro (the City) for Texas Pollutant Discharge Elimination System (TPDES) Phase II Small Municipal Separate Storm Sewer System (MS4) Technical Support. TRC has provided these services for multiple Phase II cities throughout Texas, and Phase I and Phase II permit requirements for the Texas Department of Transportation (TxDOT).

As a leader in environmental services on a national level, TRC provides a results-oriented approach to the complex environmental issues facing municipalities today.



We provide a broad range of environmental services to government agencies, major industries, utilities, and financial companies. TRC helps clients identify and solve complex environmental problems and establish and maintain compliance within a constantly evolving regulatory framework.

TRC is a national, publicly traded company with an annual net revenue of \$301 million in 2012 (NYSE: TRR) and an 87% Repeat Business Ratio. Our Texas offices include El Paso, Midland, Houston, Austin, San Antonio, and Arlington. TRC is a customer-focused company that develops and implements sophisticated and innovative solutions to the challenges of meeting America's

energy, environment, and infrastructure needs.

TRC provides engineering, scientific, and technical environmental services through our national network of more than 100 offices and a multidisciplinary staff of over 3,200 individuals, including seasoned, senior professionals with proven experience and innovative ideas to effectively address today's complex environmental concerns and regulatory requirements in the timeframes needed by clients.





Our extensive experience provides specialized services to public and private sector organizations in a broad range of commercial, industrial, and infrastructure markets.

Environmental	Energy	Infrastructure
<ul style="list-style-type: none"> <li>• Air Quality</li> <li>• Brownfields</li> <li>• Compliance Auditing</li> <li>• Due Diligence</li> <li>• Cultural and Natural Resources Management</li> <li>• Emissions &amp; Air Measurements</li> <li>• Environmental Data Management</li> <li>• Hazardous Waste Management</li> <li>• Industrial Health and Safety</li> <li>• Landfill Closure</li> <li>• Litigation Support</li> <li>• Permitting Services</li> <li>• Risk Assessment and Toxicology</li> <li>• Site Remediation</li> <li>• Storm Water Services</li> <li>• Water Resources Management</li> </ul>	<ul style="list-style-type: none"> <li>• Acquisition Due Diligence</li> <li>• Distributed Generation</li> <li>• Natural Gas Facilities</li> <li>• Operational Support</li> <li>• Power Delivery</li> <li>• Power Plant Licensing &amp; Retrofitting</li> <li>• Renewables</li> <li>• RePower</li> </ul>	<ul style="list-style-type: none"> <li>• Building Automation Services</li> <li>• Construction Inspection</li> <li>• Drilling</li> <li>• Geotechnical Engineering</li> <li>• GIS &amp; GPS Mapping and Surveying</li> <li>• Land Development</li> <li>• Municipal Engineering Services</li> <li>• Roadway &amp; Bridge Design</li> <li>• Security               <ul style="list-style-type: none"> <li>– Anti-Terrorism</li> <li>– Integrated Systems Design</li> <li>– Security Architectural Planning</li> <li>– Security Management</li> </ul> </li> <li>• Seismic Engineering</li> <li>• Site Plan</li> <li>• Traffic</li> <li>• Transportation Engineering</li> </ul>
	<p style="text-align: center;"><b>Real Estate</b></p> <ul style="list-style-type: none"> <li>• Exit Strategy Liability Transfer</li> <li>• RE Prime</li> <li>• Property Acquisition</li> <li>• Brownfield Redevelopment</li> <li>• Equity Participation</li> </ul>	

## PROJECT UNDERSTANDING

TRC understands that the City requests storm water quality consulting services associated with developing a storm water management plan (SWMP), submitting the plan and Notice of Intent (NOI) to the Texas Commission on Environmental Quality (TCEQ), and administering follow-on compliance programs and requirements.

The Clean Water Act requires implementation of a comprehensive national program for addressing storm water discharges. Through Environmental Protection Agency's (EPA's) delegation, the TCEQ is the regulatory body responsible for issuing permits to discharge storm water runoff from small MS4s to waters of the state. The regulations require that all small MS4 operators located in Urbanized Areas must "develop, implement and enforce a Storm Water Management Program (SWMP) designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable, to protect water quality." The City's MS4 permit number TXR040003 expired June 11, 2014 and requires immediate renewal under the TPDES General Permit number TXR040000.



The TCEQ renewed the TPDES General Permit on December 13, 2013, authorizing the discharge of storm water to surface water in the state from small MS4s. Small MS4 operators were required to submit a SWMP and a complete notice of intent (NOI) form to the TCEQ on or before June 11, 2014. TXR40000 states that small MS4s must develop, implement, and enforce a storm water management program by addressing the Minimum Control Measures (MCMs) listed in the adjacent table.

**Minimum Control Measures (MCMs)**

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination
3. Construction Site Storm Water Runoff Control
4. Post-Construction Storm Water Management in New Development and Redevelopment
5. Pollution Prevention/Good Housekeeping for Municipal Operations
6. Industrial Storm Water Sources
7. (Optional) Authorization for Construction Activities where the MS4 is the Site Operator

A new tiered system in the permit establishes varying requirements depending on the level of the regulated entity. The City is considered a Level 2 regulated entity, as the 2010 census data reports a population of 32,013.

Level	Population
1	< 10,000 Population
2	10,000 - 40,000 Population (Counties, drainage districts, DOTs, universities, correctional facilities, MUDs, other districts)
3	40,000 - 100,000 population
4	> 100,000 population

In addition to establishing Levels, new geographic areas were included in the renewed Permit, as the Census data defining urbanized areas was updated in 2010. This update increased the urbanized area for many municipalities, and brought additional municipalities into the permitting program. The permit also includes

additional training and documentation procedures, among other operational changes.

In order to successfully implement this contract, the City will require a team with:

- A thorough understanding of EPA and TCEQ regulations relating to storm water compliance and permitting;
- A track record of success providing storm water consulting services to Texas municipalities;
- A strong local staff to provide timely support on short notice, and;
- Immediate availability to develop the SWMP and NOI and get the City back in compliance.

TRC has all of the qualifications listed above and can successfully execute this project on behalf of the City. We have already submitted successful SWMPs to the TCEQ for our clients during this renewed permit term. TCEQ accepted the SWMPs with no comments or requests for changes. We intend to provide the same level of service to the City, in an efficient and timely manner, so that the City is compliant with the Permit.



## **PROJECT APPROACH**

Currently the City's MS4 permit number TXR040003 has expired and needs to be renewed. This renewal will require updating the SWMP to meet the requirements in the renewed TCEQ MS4 General Permit. The City has also requested administration and follow-on work to meet compliance and program requirements. The project approach below describes the components to update the SWMP and provide follow-on tasks for the program.

### **Meeting with City Staff**



As the first step towards developing the Draft SWMP, TRC will develop a working draft for discussion during a meeting with City staff. This working draft will include current City programs as described in the City's SWMP developed under MS4 permit number TXR040003, and will flag areas of the SWMP that need to be improved or edited based on the Permit changes. TRC will initiate updates to the SWMP based on regulatory changes to the MS4 Phase II General Permit, meet with City staff to gather information regarding the

successes with the original SWMP, and gather feedback from the City regarding preferences, expectations, timelines, and budgets.

### **Develop Draft SWMP**

TRC will develop a Draft SWMP that is streamlined, achievable, and in compliance with TCEQ's MS4 Phase II General Permit. TRC will develop Minimum Control Measures (MCMs) based upon the City's existing programs. MCMs are a permit requirement, driving the implementation of the program. By gathering information on the City's current programs, TRC will determine areas in which the City can minimize the cost of implementation. TRC will provide a Draft SWMP for the City's review and comment. TRC will develop the draft based on published TCEQ guidance and the Permit. TRC will be available to answer questions regarding the program and the requirements of the Permit. TRC knows TCEQ's expectations for compliance based on our successful SWMP developments this permit term. We will provide our expertise and guidance to the City during this draft development.



## **Develop Final Draft SWMP**

TRC will revise the Draft SWMP based on comments from the City. TRC will provide the Final Draft SWMP in a timely manner since it is understood that the City is currently beyond the submittal date set by TCEQ. Note the SWMP will still be termed "Draft" until the TCEQ provides their approval.

## **Develop Notice of Intent**

TRC will draft the Notice of Intent (NOI) once the Final Draft SWMP is complete. The NOI will be provided to the City for signature, submittal, and payment to TCEQ. Our Austin office can hand deliver the documents to TCEQ if the City prefers, as the office is 10 minutes from TCEQ headquarters.

## **Follow-on Compliance Scope**

TRC anticipates that during the term of this contract, the following services may be requested to assist in administering or enhancing the program. TRC is available to assist in any of these additional components of the program.

- **Public Notice.** TRC can assist the City in locating the required newspapers and providing public notice language to execute the process to completion. TCEQ has indicated they will provide the language and instructions for the required Public Notice; however, if that were to change, TRC can assist in providing this information.
- **Annual reports.** TRC can be available to work with the City's representatives to complete annual reporting throughout the permit term.
- **On-site training, including construction and post-construction site training, and good housekeeping.** TRC can provide a PowerPoint module and hand-outs for the training, in addition to on-site field demonstrations and training.
- **On-line MS4 training specific to the City.** TRC can generate a web-based training to meet the Permit's training requirements. The web-based training conserves the City's time and resources on MS4 compliance.
- **Notice of Change (NOC).** When there is any change to the SWMP or the City's operation, TRC will determine if the TCEQ requires notification. If so, a NOC form and the changes will be completed and submitted to TCEQ.
- **Ordinance development.** TRC can develop ordinances to comply with the MS4 Permit requirements or assist the City's legal team in such development.
- **Outfall tracking system.** Upon request, TRC can provide the City with a demonstration of an outfall tracking system, which tracks physical properties, including location and chemical properties, of all outfalls. This data set is readily usable to detect illicit discharges, and can also be included in the required annual report.



- **Outfall mapping.** TRC's team can map the City's outfalls using GPS, iPad, or Android-based mobile device system. TRC can create a City-specific "Data Dictionary" to capture the outfall coordinates (i.e., latitude and longitude).
- **Illicit Discharge Detection and Elimination surveys and corrective actions.** Upon request, TRC can provide the City with a survey plan that includes maps, potential locations of discharge, a Health and Safety Plan, and a list of the survey team as well as a detailed final report and recommendations. If corrective action is imminent and necessary, TRC can contact TCEQ Region 6 for assistance and work with TCEQ to resolve the issue and perform the corrective actions.
- **Database of documentation required in annual report.** TRC can create a user-friendly database to record compliance information necessary for inclusion in the annual report. Upon request, TRC can provide the City with a demonstration and cost proposal that is tailored to the City's specific needs.
- **Innovative public education website.** The Permit allows the utilization of a website to educate the public in lieu of publishing education materials. TRC can design the City's website in a way that could significantly reduce public education compliance expenses.
- **Cost estimating.** TRC can provide cost estimates for each MCM in the SWMP per permit year, including costs to City staff or contractors, hours of labor, materials and equipment costs. This cost estimate can be used to help in budgeting for each year of the SWMP implementation, and has proven useful in achieving meaningful buy-in to the program during City Council budget presentations.
- TRC can identify, install, and monitor BMPs to meet SWMP requirements
- TRC can provide regulatory audit support
- TRC can assist with field studies and inspections
- TRC can assist with review and compliance with TMDLs

## **KEY TRC PERSONNEL**

TRC provides the requested services with a strong team of storm water experts and staff capable of providing the consulting support required for the City to meet its compliance goals. Below are summaries of our key personnel.

### **Adrienne Boer, CFM, CPESC, PMP – Project Manager and Team Lead for Regulatory Advisement and Permitting**

The proposed Project Manager, Adrienne Boer, is very involved in the storm water community, both locally and nationally. Her certifications will be an asset to this role, as she is a Certified Professional in Erosion and Sediment Control, Certified Floodplain Manager, and a Project



Management Professional, an internationally recognized standard for project management expertise. She has helped both Phase I and Phase II entities strategize to meet regulations while maintaining budgetary constraints. Her storm water experience includes clients such as the Cities of Houston, Universal City, Missouri City, Killeen, Cedar Park, Little Elm, and Sugar Land, the Harris County Flood Control District, and TxDOT. Ms. Boer was nominated as a Subcommittee Member of the International Erosion Control Association (IECA) Standards and Practices Committee, which includes EPA, state agencies, and select consultants. Ms. Boer was an invited speaker to an International Conference to provide a one-day training session on water regulations in the United States, including the EPA National Rulemaking. She was invited as a panelist to the Greater Austin Contractors and Engineers Association design and construction symposium to speak on Effluent Limitation Guidelines in the Construction General Permit. Her speaking engagements have developed because of her activities in the storm water community, her keen interest in policy and planning, and her proven capabilities in providing technical expertise and strategy. She has been an active member of the TCEQ Water Quality Advisory Workgroup for the past 10 years.

#### **Supalak Rogers, P.G. – MS4 Permit Expert**

Ms. Supalak (Sue) Rogers has managed and supervised the 25 districts of the TxDOT's MS4 Program. She successfully combined the 11 MS4 Phase I permits with the 23 MS4 Phase II permits into a single statewide MS4 permit through collaboration with TxDOT's MS4 Phase I co-permittees, namely the cities, counties, universities, and flood control authorities. She has worked with municipalities statewide to aid in compliance. She successfully negotiated with EPA and TCEQ to allow TxDOT to perform storm water data analyses in lieu of sampling and monitoring storm water events. Together with other successful negotiations on MCMs, she has saved TxDOT's storm water expenditure in the amount of \$4,000,000 during the 5-year permit term. Ms. Rogers also re-designed TxDOT's Advanced Outfall Tracking System (AOTS) that utilizes GIS to record and map the required outfall data, which are used to complete the annual reports and other required MCMs. She trained TxDOT's MS4 staff and contractors to assure that BMPs were implemented in accordance with the SWMP. She participated in various water quality work groups such as North Central Texas Council of Government (NCTCOG), the Houston-Galveston Area Council (H-GAC) and provided comments to TCEQ's Non-point Sources Storm Water Management Program. Ms. Rogers was employed by TCEQ for 13 years and maintains a close relationship with TCEQ staff.



**Kari Means, PE – Storm Water Sampling Team Lead and Permitting Team Member**

Ms. Means has more than 15 years' experience in storm water for MS4 compliance, storm water drainage mapping, storm water analysis, permitting, control issues, and field surveys. Ms. Means has an extensive portfolio of clients ranging from industrial, commercial and public sectors. Ms. Means has been the Project Manager for TxDOT's MS4 program for over 10 years in succession. Ms.



Means completed a comprehensive Storm Water Compliance Manual for TxDOT for use by field personnel. This manual included the design, operation, and maintenance activities required for inspection and summarized relevant regulations. Ms. Means has negotiated with the TCEQ on behalf of clients on both permitting and upcoming regulations. Ms. Means has also managed and completed a number of Phase I and II MS4 field surveys and compliance projects, which render her an excellent resource for this contract.

**James Machin, PE, CPESC –Regulatory Advisement, Permitting Team Member, and BMP Expert**

Mr. Machin has more than 25 years of experience with emphasis on water resource engineering, storm water and wastewater analysis, permitting, hydrology, and water quality. Mr. Machin has prepared a number of TPDES storm water permit applications, SWPPPs, SWMPs, storm water sampling programs and participated in the development of Lower Rio Grande Regional Water Plan. He compiled and reviewed data from multiple cities that was included in MS4 GIS data reports; reviewed existing data through GPS data collection, field verification, and visual inspection; reviewed 15 MS4 outfall survey data reports for urbanized areas through GPS data collection and aerial photo interpretation; trained field personnel on GPS field data collection techniques and created a GIS data deliverable from existing and field collected data. Mr. Machin has worked with both private and public clients on these relevant water resource projects. Mr. Machin's expertise will be available throughout the duration of this contract to assist in all compliance, permitting and other storm water related issues which may be assigned by the City.

**Chris Harvey, PE – Regulatory Advisement Team and Permitting Team Member**

Mr. Harvey's responsibilities include managing financial, contractual, and technical matters on projects. Mr. Harvey holds Professional Engineer licenses in five states and has 19 years of experience in civil and environmental engineering. Mr. Harvey has extensive storm water experience relating to MSGP compliance, storm water drainage mapping, storm water analysis, permitting, controls, and field surveys and inspections. Mr. Harvey is also the Program Manager for TRC's existing engineering business with Union Pacific Railroad, which includes several storm water improvement and spill control upgrades projects. Highlights of Mr. Harvey's experience include:



performed, managed and directed storm water and wastewater management projects; evaluation, design and construction of wastewater treatment systems; managed and completed storm/wastewater studies and improvement projects; and multi-media permitting and compliance audits for major industrial clients. As a longstanding engineer/consultant, and as an experienced manager, Mr. Harvey is well equipped to understand and provide the resources best suited to support our client's goals and objectives.

**Bruce Daniel, PE – Permitting Team Member**

Mr. Daniel has over 35 years of experience in the environmental profession. Mr. Daniel has experience with facilities in MS4 compliance and storm water construction permit compliance, including the completion of Best Management Plans (BMPs). Mr. Daniel also has extensive environmental compliance experience including audits and SPCC plans.

**Ry Blaisdell – GIS/CADD Services Team Member**

Mr. Blaisdell holds a degree in Environmental Science. He has over 10 years of experience in GIS, four as GIS and IT director for a small privately held demographic consulting firm. He has experience in database design, web mapping services among other experience and technical expertise. Mr. Blaisdell has conducted Phase I and Phase II MS4 outfall mapping, and dry weather screening for illicit discharge. He developed the tablet-based MS4 outfall tracking system used by TxDOT throughout Texas and provided training to all of TxDOT's consultants.

**Sam Maxwell – Permitting Team Member**

Mr. Maxwell has a broad base of experience relating to storm water management, discharge permits, and water quality data evaluation. He has designed erosion controls to minimize sediment transport under numerous conditions, and analyzed the performance of hydraulic structures designed to carry storm water. Mr. Maxwell is a capable field worker who has surveyed outfalls located within TxDOT right-of-ways for compliance with an MS4 permit. He is also familiar with sample collection techniques and analytical data interpretation to assess compliance with regulatory standards. Mr. Maxwell received his Bachelor's degree in Civil Engineering from The University of Texas at Austin, with honors.

**Jason Leik, PE – Permitting Team Member**

Mr. Leik has 15 years of environmental consulting experience, with degrees in civil and environmental engineering. He has executed a wide range of projects for a wide variety of clients, including SPCC and SWPPP plans, due diligence, and permitting support. Mr. Leik has performed numerous engineering design projects for storm water and spill management, as required under TPDES and EPA. Mr. Leik has experience with city permits and ordinances and has designed and



overseen construction work. He has designed and sealed remediation, wastewater treatment, and air quality treatment systems. Mr. Leik has designed the demolition of industrial facilities and provided safety and waste management plans. He provided oversight of the remediation design plans and soil and waste management plan for numerous TRRP projects. Mr. Leik brings necessary engineering knowledge, qualifications, and experience to the role.

### **Robin Nelson, CQA – Quality Assurance / Quality Control (QA/QC)**

Ms. Nelson has over 25 years of experience in Quality Management Systems. Ms. Nelson reports to TRC's Chief Operating Officer. Ms. Nelson's expertise includes developing and managing quality systems, operational performance assurance programs and quality oversight of multidiscipline engineering design and investigation projects.

### **Organizational Chart**

The organizational chart below shows the team, led by the Project Manager, Adrienne Boer, CFM, CPESC, PMP. Ms. Boer will provide leadership and direction to the project team, and will be the primary point of contact with the City. Ms. Boer will be involved in active day-to-day management and progress of the project. The Project Manager will interact with the City to ensure a shared vision of the approach and methodology of environmental analysis and documentation.

TRC will provide the highest quality technical expertise under the direction of senior staff, supported by junior staff, where possible, in order to remain efficient with the budget.



Statement of Qualifications  
**Texas Pollutant Discharge Elimination System**  
**Phase II Small MS4 Technical Support**  
 City of Socorro RFQ No. 14-009



**City of Socorro**

**QUALITY ASSURANCE/  
 QUALITY CONTROL**  
 Robin Nelson

**PROJECT MANAGER**  
 Adrienne Boer,  
 CFM, CPESC, PMP

**HEALTH AND SAFETY**  
 Mitchell Hales

**REGULATORY ADVISEMENT**  
 Adrienne Boer, CFM, CPESC, PMP  
 James Machin, PE, CPESC  
 Chris Harvey, PE

**STORMWATER SAMPLING**  
 Adrienne Boer,  
 CFM, CPESC,  
 PMP

**TPDES PERMITTING EXPERTISE**

CONSTRUCTION GENERAL PERMIT	MS4 PERMIT	MULTI-SECTOR GENERAL PERMIT
Adrienne Boer, CFM, CPESC, PMP Kari Means, PE Chris Harvey, PE	Adrienne Boer, CFM, CPESC, PMP James Machin, PE, CPESC Kari Means, PE Chris Harvey, PE Bruce Daniel, PE Sue Rogers, PG	Adrienne Boer, CFM, CPESC, PMP Kari Means, PE James Machin, PE, CPESC Sam Maxwell Jason Leik, PE Chris Harvey, PE Bruce Daniel, PE

**BMP EXPERTISE**  
 Craig Bell, PE  
 James Machin, PE, CPESC

**TMDL REVIEW & ASSISTANCE**  
 James Machin, PE, CPESC  
 Adrienne Boer, CFM, CPESC, PMP

**GIS/CADD SERVICES**  
 Ry Blaisdell





## **FIRM QUALIFICATIONS**

### **Experience with TPDES Phase II Small MS4 Permitting Process**

TRC provides the following recent examples of our MS4 experience.

#### **City of Cedar Park MS4 Storm Water Management Plan**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Best Management Practices
- ✓ TMDL Review and Compliance
- ✓ Stakeholder Involvement

TRC developed the MS4 permitted SWMP for the City of Cedar Park, a Phase II city in central Texas. The project began by meeting with multiple city departments to discuss the permit requirements and how best to encapsulate their current stormwater-related activities into the SWMP to

ensure implementation costs were minimized. Upon gathering the data for existing City programs, TRC developed a customized storm water management plan for the City. Deliverables included the SWMP, the Notice of Intent for permit coverage, and additional program information and guidance for the City's consideration in meeting implementation requirements during the 5-year permit term. The SWMP was approved by TCEQ with no request for changes. TRC is now assisting the City with implementation.

#### **Town of Little Elm MS4 Storm Water Management Plan**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Best Management Practices
- ✓ TMDL Review and Compliance
- ✓ Stakeholder Involvement

TRC developed the MS4 permitted SWMP for the Town of Little Elm, a newly regulated Phase II city in north Texas. The project began by meeting with the City Manager and Director of Public Works to discuss the new permit requirements to ensure understanding and answer permit questions. TRC hosted a PowerPoint

presentation and created a list of data needs to ensure the draft SWMP included all the existing Town programs relevant to stormwater while ensuring all permit requirements were met. Upon gathering the data for existing Town programs, TRC developed a customized storm water management plan for Town review. Deliverables included the SWMP, the Notice of Intent for permit coverage, and additional program information and guidance for the Town's consideration in meeting implementation requirements during the 5-year permit term. The SWMP was approved by the TCEQ with no request for changes.



### **TxDOT Water Quality Contract**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ MSGP/SWPPP Compliance
- ✓ Construction General Permit; SWPPP; Compliance Assistance
- ✓ Best Management Practices
- ✓ Regulatory Audit Support
- ✓ Field Studies and Inspection Assistance
- ✓ Storm Water Sampling
- ✓ Stakeholder Involvement

TRC completed projects for TxDOT to ensure the Districts and the Environmental Affairs Division comply with TCEQ and EPA MS4 regulations. Under the contract, TRC completed multiple MS4 SWMPs, including completing templates to use state-wide for program reporting. TRC provided comments to the TCEQ for proposed regulatory changes. TRC negotiated on behalf of TxDOT with the TCEQ on a permit renewal, completed mapping, outfall screening, and wet weather monitoring for the Beaumont and the Houston

Districts, and completed a field inspector's guide for TxDOT's SWPPP construction projects.

### **TxDOT MS4 Storm Water Management Program Template**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Best Management Practices
- ✓ Stakeholder Involvement

TRC managed and completed a Master MS4 SWMP for TxDOT Districts state-wide. TRC created the Master SWMP template that contained all permit elements and streamlined District programs across the state. Staff evaluated and incorporated Phase I Permits,

SWMPs, Co-Permittee SWMPs, and Memorandums of Understanding (MOUs) from Districts. TRC functioned as a liaison between TxDOT and TCEQ, coordinating meetings for agency concurrence on the master plan. TRC incorporated TCEQ comments and finalized the plan for statewide district use.

### **TxDOT Statewide Mapping**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Field Studies and Inspection Assistance
- ✓ Storm Water Sampling

TRC completed MS4 Mapping and Compliance efforts for TxDOT's Storm Water Phase I and Phase II Municipal Separate Storm Sewer System. TRC mapped 13 Districts for TxDOT, including the Houston and the Beaumont District. TRC compiled GIS and AutoCAD data from local municipalities

for incorporation in the GIS system as well as completing new mapping efforts. TRC completed dry weather screening for the Districts, as well as wet weather monitoring for both the Beaumont and



the Houston Districts. TRC conducted a quality review of other consultants' projects efforts, ensuring compliance with TxDOT and TCEQ requirements.

#### **Construction Site Inspection Training, City of Sugar Land**

- ✓ MS4 Compliance
- ✓ Regulatory Audit Support
- ✓ Field Studies and Inspection Assistance

TRC staff provided training to municipal staff for construction site inspections, in support of their Phase II SWMP. The training included both classroom and on-site training, checklist

development, documentation, and recommendations regarding records retention, issuing violations, and follow-up requirements.

#### **Pre-Construction and Construction Site Training, City of Missouri City**

- ✓ MS4 Compliance
- ✓ Regulatory Audit Support
- ✓ Field Studies and Inspection Assistance

TRC staff provided training to municipal staff for pre-construction and construction site inspections, in support of their Phase II SWMP. The training included both classroom and on-site training, checklist development, documentation,

and recommendations regarding records retention, issuing violations, and follow-up requirements.

#### **Illicit Discharge Ordinance, City of Killeen**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Stakeholder Involvement

Staff provided regulatory advisement and technical support for the City's development of their Illicit Discharge Ordinance for their Phase II SWMP. Support included review and

development of the ordinance, technical support during stakeholder meetings, City Council briefings, and technical assistance. The ordinance was successfully adopted by City Council.

#### **Fort Hood Family Housing Storm Water Management Program**

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Best Management Practices
- ✓ Stakeholder Involvement

Staff developed the SWMP for Fort Hood Family Housing, coordinating between the client and Fort Hood. The project included meetings with the client to encapsulate their storm water-related activities into the SWMP, developing the

SWMP, and developing cost estimates to implement minimum control measures in the SWMP.



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### Storm Water Regulatory Guidance Manual, CenterPoint Energy

- ✓ Regulatory Advisement
- ✓ MS4 Compliance
- ✓ Best Management Practices
- ✓ Stakeholder Involvement

TRC staff developed and presented guidance for existing Phase I storm water regulations and anticipated Phase II storm water compliance requirements. The project included meetings with the client and their four business sectors; encapsulating each business sector's role into the

storm water regulatory framework; and creating a final guidance manual, including legal and regulatory framework, anticipated compliance requirements, cost estimates for compliance, and recommended strategies regarding the emerging regulatory framework.

### Watershed & Environmental Factors in the Socorro, Texas Area

TRC has been involved with a wide variety of projects in the lower valley of El Paso County. Our El Paso office includes staff mostly involved in cultural and natural resources studies, which includes analysis of the environmental factors in the local region. For example, we have completed multiple cultural and biological resources projects in El Paso County. We have completed Clean Water Act Section 404 permitting, requiring research and analysis of the project area's environment, habitat, wetlands and drainages.

The below serves as examples of our local and regional experience with watershed and relevant environmental factors affecting storm water runoff, as requested in the RFQ.

**Multidiscipline Environmental Investigations and Special Studies for Military and Civil Works Projects within the Continental United States, USACE.** TRC was awarded more than 85 task orders to conduct numerous environmental investigations and special environmental studies, including field surveys, interviews, preparing research designs, conducting literature searches, executing suitable studies, and preparing reports in the areas of Sociology, Economics, and History; Historical Architecture and Engineering; Archaeology, Air and Water; Hydraulics and Hydrology; Terrestrial, Wetland, and Aquatic Ecology; Noise Monitoring and Modeling; Waste Management; and Air Emissions and Air Quality. Many of these projects were completed for installations within the Southwestern Division, including Fort Bliss, Fort Irwin, Las Cruces, NM, Fort Hood, Fort Sam Houston, Kelly AFB and Brooks AFB. TRC received a letter of commendation from the Chief of the Environmental Division, Fort Worth District acknowledging TRC's "exceptional efforts" in meeting both time and budget goals at Fort Hood, Texas.

**Environmental Services, New Mexico Department of Transportation, New Mexico.** TRC completed 26 tasks under this contract across the state of New Mexico from May 2005 through December 2007. Dr. Howard Higgins was the Program Manager overseeing projects and tasks



carried out under this contract. Products and services provided to the New Mexico Department of Transportation include: completion of environmental, biological, and cultural resource surveys and related reports; preparation of NEPA and National Historic Preservation Act (NHPA) documents; State and Federal Categorical Exclusions; and preparation of Federal Highway Administration Section 4(f) documents. TRC also provided public involvement services, wetland delineation services, historic architecture assessments (HABS/HAER), special surveys for bat habitats and nesting migratory birds, and responded to emergency or discovery situations for biological, environmental, archaeological and cultural resources within 24 hours of notification. Often tasks occurred simultaneously and required TRC to manage and deploy several teams of environmental scientists to different parts of the state at the same time. All 26 tasks were completed on-scope and on time with no or minimal rewrites or requests for additional funding.

**Evaluation of Rio Grande Project Operations, Texas Attorney General's Office, New Mexico and Texas.** TRC provided assistance with evaluations of the operation of the Rio Grande Project, particularly as it relates to the quantity and quality of Rio Grande water that Texas has had available and expects to have available through operation of the Project. The Rio Grande Project is a federally sponsored irrigation water supply project that was initiated in the early 1900s with the construction of Elephant Butte Reservoir. TRC staff worked directly with personnel from the Attorney General's Office, TCEQ, and USBWC to compile historical Project operations data and to review these data with regard to the equitable distribution and delivery of Project water to Texas and New Mexico, as well as to Mexico under the provisions of the 1906 Treaty between the U.S. and Mexico. This work has required a thorough understanding of not only the scope and purpose of the Rio Grande Project, but also the structure of the Rio Grande Compact among the states of Texas, New Mexico, and Colorado, and the treaty with Mexico. To simulate the operation of the Project, TRC constructed a water balance and water quality model consisting of seven river diversions, 12 drains discharging return flows back to the river, 15 spillways discharging excess canal flows back to the river, and one wastewater treatment plant discharge. This model simulates the flow and quality of water in the Rio Grande downstream of Elephant Butte Reservoir to the Texas-New Mexico state line taking into account specific operating procedures for the Project. The model has been used to evaluate the effects of different operating scenarios for the Project on the quantity and quality of water delivered to Texas water users.

**Wastewater and Storm Water Services, Brownsville Public Utilities Board, Brownsville, Texas.** Brownsville Public Utilities Board has two major wastewater treatment plants (WWTPs) and one power plant, two of which discharge to the Rio Grande and one to the Brownsville Ship Channel. These facilities are required to obtain wastewater and storm water discharge permits from the TCEQ. TRC prepared multiple wastewater permit renewals for the two WWTPs. These included an intensive survey of a reach of the Rio Grande, surface-water modeling of the Rio Grande, and

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studies to support proposed treatment levels that would protect water quality. One special study was performed for the Robindale (north) treatment plant to determine the extent of tidal influence in the ditch system receiving the effluent. Significant interface with TCEQ staff was involved to achieve acceptance of the results, which resulted in avoiding an expensive upgrade to the treatment plant. TRC also prepared storm water pollution prevention plans and storm water permit applications for these facilities.

**Brownsville-Matamoros Weir and Reservoir, Brownsville Public Utilities Board, Texas and Matamoros, Tamaulipas, Mexico.** TRC is the prime contractor leading a multi-disciplinary team of consultants responsible for the planning, development, analysis, permitting, preliminary design, and implementation of a new international run-of-the-river reservoir project on the lower Rio Grande. A major component of this project was preparation of a comprehensive environmental assessment of the project impacts. As part of this project, TRC evaluated the water quality impact of this proposed project on the Rio Grande. TRC conducted modeling and other analyses to assess sediment, nutrient, and dissolved oxygen impacts of the project. Modeling was performed and included the effects of discharges from Brownsville, Matamoros, and upstream Mexican cities. In addition, TRC performed an intensive survey and modeling on the Rio Grande to determine the potential impacts on salinity in the estuarine portion of the river. TRC installed two long-term monitoring stations in the river to assess the salinity conditions over time and establish flow and salinity requirements for operation of the proposed Weir. This resulted in receiving a water right permit from TCEQ, a Section 10/404 permit from USACE, and a Section 401 Water Quality Certification from the TCEQ. TRC coordinated with multiple agencies, including those in Mexico.

**USIBWC Improvements to the Arroyo Colorado South Levee – Environmental Assessment.** In 2010, TRC prepared a Draft and Final EA for the USIBWC. The EA addressed proposed improvements to a 16-mile section of the Arroyo Colorado South Levee in Cameron and Hidalgo counties. Emphasis areas for the EA included biological resources (vegetation and T&E impacts), water resources, impacts to USFWS refuges, cultural resources, and environmental justice. The scope of services also included a waters of the U.S. delineation, a biological evaluation, and a cultural resource survey. TRC worked closely with USIBWC during consultation with the USFWS, THC, and USACE. USIBWC approved the Final EA and signed the FONSI on November 26, 2010.

**Mexico Rio Grande Water Deficit Project, International Boundary and Water Commission, TWDB, TCEQ, Mexico.** TRC participated in numerous meetings involving representatives of both countries to discuss the water deficit issue and ways to resolve problems pertaining to the deficit. The firm analyzed extensive historical data to quantify inflows to the Rio Grande and streamflows on interior streams in Mexico for the purpose of evaluating deficit conditions. The firm prepared a summary report on the overall Mexican water deficit situation for USIBWC.

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**Brownsville Public Utilities Board Storm Water and Waste Water Services, Brownsville Public Utilities Board, Texas.** TRC prepared permit applications and storm water pollution prevention plans for these facilities. This included selection of Best Management Practices at each facility to control runoff. TRC also prepared multiple wastewater permit renewals for the two wastewater treatment plants. These included surface water modeling and studies to support proposed treatment levels that would protect water quality.

### **Relationship with Regulatory Agencies, including TCEQ Region 06**

TRC has successfully worked and negotiated with TCEQ and EPA to finalize several storm water permit renewals that include revisions to the SWMP. Because several TRC team members were former TCEQ employees and are involved with the storm water advisory committee, the team has gained expertise and is able to successfully communicate with TCEQ on various issues. Some recent examples of TRC's storm water experience include:

- Assisting TxDOT Amarillo district and the City of Amarillo in negotiating an extension of the required timeframe for MS4 compliance demonstration,
- Successfully negotiating with EPA and TCEQ for TxDOT on utilizing storm water data analyses in lieu of actual monitoring events for MS4 compliance,
- Successfully negotiating with TCEQ for TxDOT to utilize only the website in lieu of publishing public education materials,
- Providing revised language to the TCEQ for certain sections in the MS4 Phase II General Permit, and
- Providing TCEQ with pertinent comments to the non-point sources storm water management program.

TRC has contracts in-house at the TCEQ, providing strong collaborative relationships with staff and permit writers. TRC regularly submits permit renewals, annual reports, and other permitting documentation to TCEQ, maintaining a reputation of quality document submittal.

TRC has prepared the permits for nine reverse osmosis plants in Texas, many of which involved extensive water quality data collection and evaluation. We worked closely with TCEQ staff to establish effluent limitations that were protective of water quality and allowed these important drinking water plants to be constructed.

TRC experience with EPA includes working on EPA-funded projects such as the Source Water Protection Program, submitting documentation for EPA review and comment, and coordination with EPA on client permits. Experience also includes utilizing Clean Water State Revolving Funds. This source of funding includes use for Green Infrastructure projects through the Green Project Reserve, a current EPA focus for EPA's Green Infrastructure and sustainability goals.

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## PROJECT COORDINATION

TRC's internal project management approach to accomplishing the scope of work identified in the RFQ is described below.

### Internal Project Management

TRC will use methods established in the Project Management Body of Knowledge, the American National Standard (ANSI) for project management. Upon project award, the first internal step in managing this project is to prepare Project Instructions for the TRC team. Project Instructions serve as the written direction to the internal team with respect to basic identifying information about the project and work area, budget, and internal/external schedule expectations of the team as a whole and of the individual contributors. TRC will establish labor and other direct cost internal billing numbers at the sub-task level in the Project Instructions in order to facilitate timely and detailed monitoring of project costs.

### Internal Management Systems

TRC's internal processes and capabilities in managing costs, schedules, Quality Control (QC), and contract administration are as follows:

#### *Quality Control*

**Documentation.** Documents are typically written by several individual contributors with experience and expertise in particular content areas. TRC uses a style guide manual to normalize writing conventions for its documents. Our document production team will conform to the City's style preferences as well. A technical editor will be assigned to this project to maintain editorial and style control of drafts of deliverables.



In addition to QC in document style, QC of content will be completed. Prior to issuing any portion of a draft deliverable or stand-alone supporting document, TRC will ensure an internal peer review of the document or section. Using experienced peer reviewers in content areas will not add significantly to project costs and will enhance documentation QC.



**Data and Information.** Data integrity is another component of QC. Each team member will be given instructions on data and information source identification, the importance of which will be routinely reinforced by the Project Manager.

### **Contract Administration**

TRC's Legal Department reviews all contracts to ensure client and TRC obligations are met. Detailed project reviews are conducted by project accountants on a quarterly basis to ensure projects are in compliance with TRC and regulatory policy. Project reviews ensure subcontracting obligations are tracked and accounted for, which ensures timely payment of our subcontractors. TRC is able to administer multiple types of contracts, including federal, state, local, or for private clients.



### **Interviews**

TRC understands that we may be requested by the City to discuss this proposal or any other component, either related or tangential, at any time. TRC is dedicated to providing the best solution and service to the City, and has committed its key staff to this project. As such, the TRC staff is available for interviews and negotiations upon request by the City.

**REQUEST FOR QUALIFICATIONS  
CITY OF SOCORRO, TEXAS**

Texas Pollutant Discharge Elimination System (TPDES) Phase II Small Municipal Separate Storm Sewer  
System (MS4) Technical Support  
City of Socorro RFQ No. 14-009  
November 5, 2014

The City of Socorro, Texas is requesting qualifications from qualified firms of environmental consultants for TPDES Phase II Small MS4 Technical Support. The City requires technical assistance in developing a storm water management plan (SWMP), submitting the plan and Notice of Intent (NOI) for Storm Water Discharges from Small MS4 under the TPDES Phase II MS4 General Permit (TXR040000), and implementing the plan per current Environmental Protection Agency and Texas Commission on Environmental Quality (TCEQ) requirements.

There is no expressed or implied obligation for the City of Socorro, Texas to reimburse responding firms for any expenses incurred in preparing qualifications in response to this request.

To be considered, one original and four copies of the response to RFQ must be received by the City Clerk at the Administration Building located at 124 S. Horizon Blvd., Socorro, Texas no later than Thursday, November 20, 2014 at 12:00 p.m.

The qualifications will be opened publicly on Thursday, November 20, 2014 at 3:15 p.m. at the City Administration Building in Socorro, Texas, 124 S. Horizon Blvd., Socorro, Texas, 79927. The City will evaluate qualifications per the Professional Services Procurement Act, to wit:

- (1) first select the most highly qualified provider on the basis of demonstrated competence and qualifications; and
- (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider, then:

- (3) formally end negotiations with that provider;
- (4) select the next most highly qualified provider; and
- (5) attempt to negotiate a contract with that provider at a fair and reasonable price.

If the next provider is not satisfactory, then continue the process with the next provider and so forth.

**All submittals must be in a sealed envelope clearly marked on the lower left hand side with your company name and return address on the envelope with the following: QUALIFICATION 14-009 TPDES MS4 TECHNICAL SUPPORT - ATTN: SANDRA HERNANDEZ / CITY CLERK, 124. S. Horizon Blvd., Socorro, Texas 79927**

The City of Socorro reserves the right to waive irregularities and to reject all qualifications.

The City of Socorro is an Affirmative Action/Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.

If you have any further questions feel free to contact Sandra Hernandez /City Clerk at (915) 858-2915.

*Sandra Hernandez*  
*City Clerk*

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## **SPECIFICATIONS FOR TPDES PHASE II SMALL MS4 TECHNICAL SUPPORT**

### **CITY OF SOCORRO REQUEST FOR QUALIFICATIONS NO. 14-009**

#### **INTRODUCTION:**

The City of Socorro, Texas requires technical assistance in complying with NPDES and TPDES MS4 permit requirements. The City will need assistance in developing a storm water management plan (SWMP), submitting the plan and Notice of Intent (NOI) per current Environmental Protection Agency and Texas Commission on Environmental Quality (TCEQ) requirements, and administering all follow-on compliance programs and requirements.

The City of Socorro will accept sealed qualifications for TPDES Phase II Small MS4 Technical Support in accordance with current EPA and TCEQ regulations.

#### **REQUIRED QUALIFICATIONS:**

- Develop a SWMP
  - If requested, be able to provide or coordinate for engineering services required for SWMP development.
  - Assist the City in developing all required policies, procedures, training, programs, ordinances, or other directive or regulatory documents to meet TPDES requirements.
- File NOI
- Implement
  - Assist the City in implementation of all required policies, procedures, training, programs, ordinances, or other directive or regulatory documents to meet TPDES requirements
  - Educate/train city staff on knowledge, compliance, and enforcement requirements
  - Provide technical assistance in plan implementation (for example, water testing)

The contractor will be knowledgeable with the local watershed and relevant environmental factors affecting storm water runoff (climate, soils, topology, etc.) in the vicinity of Socorro, Texas.

The contractor will demonstrate significant experience with the TPDES Phase II Small MS4 permitting process, including all of the above requirements.

Specific familiarity with Socorro (businesses, potential problems, physical layout, or other relevant aspects) is desired.

A prior working relationship with TCEQ Region 06, El Paso is desired.

The contractor will work with the Public Works Director on SWMP Development, Planning and Zoning Director on ordinances and enforcement, and other City departments as required for SWMP development and implementation.

Knowledge and experience with EPA and TCEQ requirements outside of MS4 permitting is desired. Consulting on additional requirements is not anticipated to be part of this agreement, but a wider context for environmental requirements is a positive that may help the City strengthen its compliance and stewardship in other areas.

*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: 12 December 2014**

**TO: Mayor and Council, City of Socorro, Texas**

**FROM: Douglas Lobdell Jr., Public Works Director**

**SUBJECT: *Discussion and action*** to approve purchase of herbicide for the Public Works Department.

**SUMMARY:** This action is required because Mr. Lobdell negotiated and approved a purchase without Purchase Order. When a purchase is made without a PO, Council approval is needed.

### **BACKGROUND**

**We need herbicide to kill weeds and sterilize shoulders for 2015. A vendor offered a good price over the phone. The Director approved the purchase without doing the PO first.**

### **STATEMENT OF THE ISSUE**

**This was an oversight on the part of the Director.**

### **FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 05312 (Street Maintenance)**

**Funding Source: Public Works Budget**

**Amount: 3.051.50.**

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

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

**ALTERNATIVE**

**Alternately, we can ship the herbicide back to the vendor.**

**STAFF RECOMMENDATION**

Approve the purchase.

**REQUIRED AUTHORIZATION**

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

# Green Pro Solutions



GREEN PRO SOLUTIONS  
 "We Live In The Solution"  
 PO BOX 772727  
 Coral Springs, FL 33077  
 (954)575-1942  
 greenprorep@gmail.com  
 http://www.greenprochemicalsolutions.com

## Invoice

Date	Invoice No.
11/24/2014	4721
Terms	Due Date
Net 30	12/24/2014

Bill To
City Of Socorro PWD Attn: Accounts Payable 124 S Horizon Blvd Socorro, TX 79927

Ship To
City Of Socorro PWD Attn: Douglas Lobdell 241 Old Hueco Tanks Rd. Socorro, TX 79927

Ship Date	Ship Via	Ordered By:	PO #	Account #
11/24/2014	Warehouse A	Doug Lobdell	V/O	1509

Item #	Description	Measure	Unit Price	Amount
317	• Bromacil 7.5 / Total Kill 60x Concentrate Industrial/ Soil Sterilent* /Stump Killer W long Lasting Residual/ Non Leaching EPA REG & OSHA Approved	15	169.95	2,549.25
317	• Promotion # 317 + \$164.95 - \$ 169.95	15	-5.00	-75.00
363	• TRIPLE THREAT/Selective Weedkiller/50 x Concentrate Industrial/EPA Reg & OSHA Approved / HERBICIDES TOTAL SOLUTIONS	5	99.95	499.75
363	• Promotion # 363 +\$94.95 - \$ 99.95	5	-5.00	-25.00
395	• Surfactant non-ionic surface turf conditioner 100x Concentrate.Total Solutions	4	0.00	0.00

DEC 01 REC'D

V/O 1509

We accept Visa/ MC/ Amex and Discover

We appreciate your business. All returns must have prior authorization. A 35 % restocking fee & all shipping fee's will be charged on returns. No returns accepted after 30 days. Please contact customer service @ 954-990-0694. Thank you.

SubTotal	\$2,949.00
Shipping	\$102.50
<b>Total</b>	<b>\$3,051.50</b>



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2 / Mayor Pro-Tem

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** December 18, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet Jr., City Manager

**SUBJECT:**

Proposed Conditional Use Permit of Lot 1, Block 1, Lopez and Ervin Subdivision, to be used for Car Lot, Body Shop and Impound Lot.

**SUMMARY:**

The property matter of this request is located at 339 Moon Rd. southwesterly located at 400 feet from the intersection of Moon Rd. and Old Hueco Tanks Rd. This property has an estimated area of 39,461 sf. (0.9050 acre), and it is owned by Mr. Arael Martinez, 339 Moon Rd., Socorro, TX 79927.

**BACKGROUND:**

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 0236-B / FEMA, September 4, 1991).

The current use of the property is: Car Wash facility.

The proposed use of the property: car lot, body shop, and impound lot.

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

**STATEMENT OF THE ISSUE:**

The owner of this property is transferring his business (Car Lot / Mechanic and Body Shop / Impound Lot / ) from an adjacent property (235 Moon Rd.) to this new property (339 Moon Rd.). Based upon aerial photographs the impound activities will require the storage of a significant amount of cars that combined with the mechanic and body shop activities may create a junk yard appearance, not appropriate for the area and that would require an industrial zone (M1/M2).

**ALTERNATIVE:**

The proposed activities, with the exemption of the impound lot, may be conducted observing the maximum amount of vehicles.

**STAFF RECOMMENDATION:**

The Planning and Zoning Department recommends to approve this request but only for Car Lot, Mechanic Shop and Body Shop, but not for Impound Lot, because it would require an industrial zone not considered in our Master Plan.

**FINANCIAL IMPACT:**

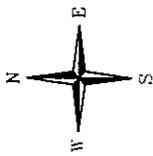
Not Applicable.

**AUTHORIZATION:**

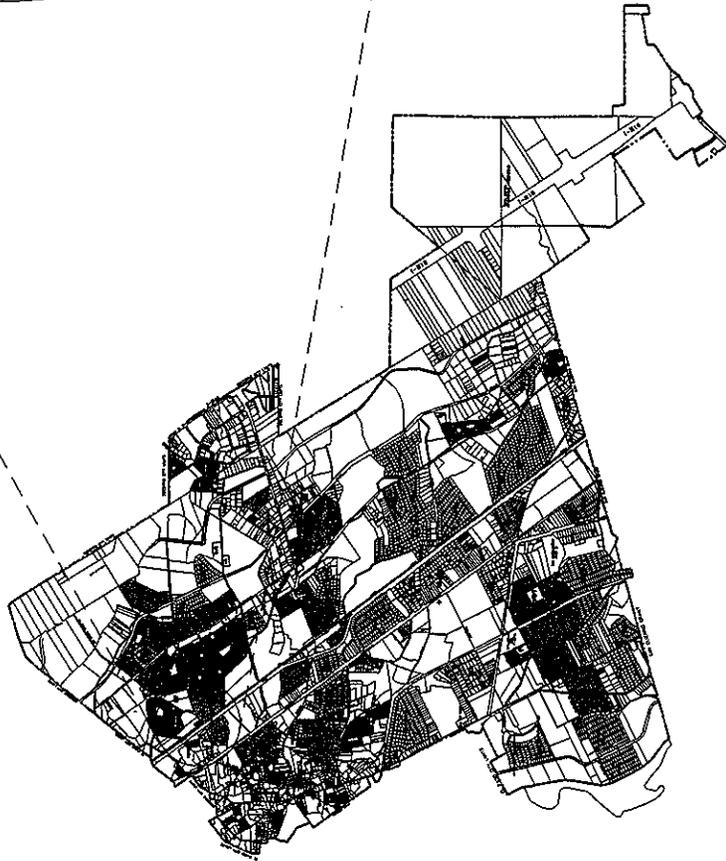
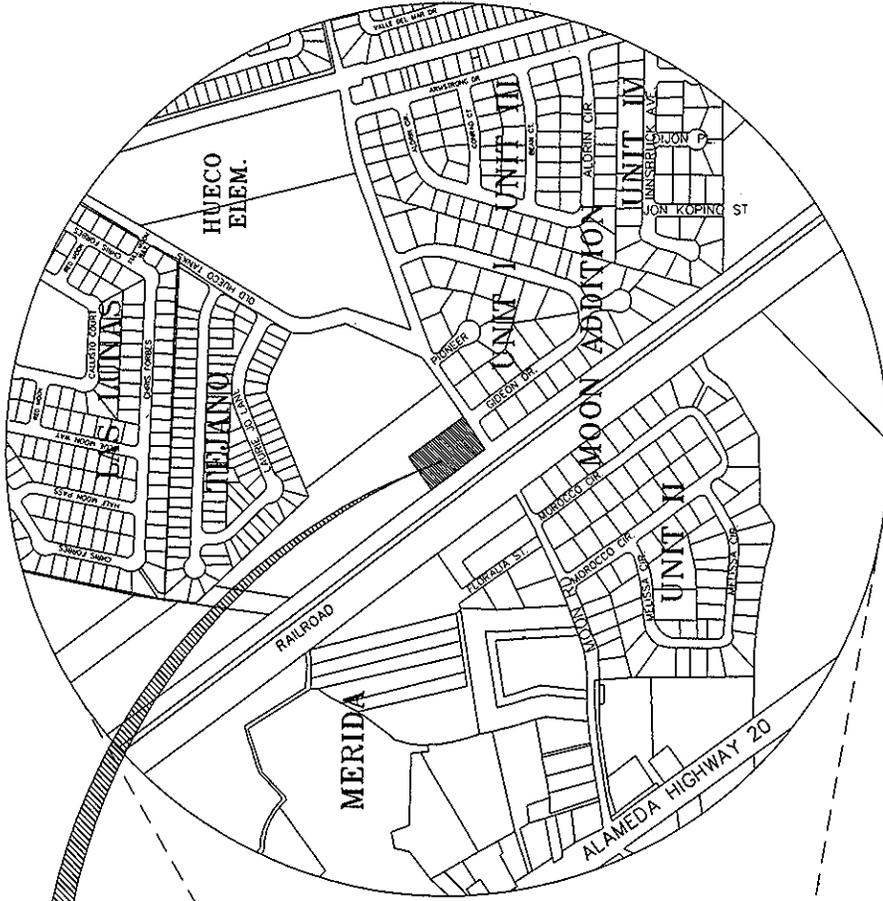
1. City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

2. Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

3. CFO: \_\_\_\_\_ Date: \_\_\_\_\_



PROJECT SITE:  
339 N. MOON RD  
LOT 1, BLOCK 1  
LOPEZ AND ERVIN SUB.



# LOCATION MAP

Scale: N.T.S.



DATE: OCTOBER 2011

Planning and Zoning Department



OCT 17 2014  
361

# PLANNING AND ZONING DEPARTMENT

## Request for Conditional Use

1. Name: RAHEL MARTINEZ Date: 10/17/2014  
 Address: 339 N MOON Phone: 915 999 7528  
 Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Property Location: 339 N MOON RD  
 Legal Description: BLK 1, LOPEZ and ERVIN LOT 1

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

9059 ac  
Area (Sq. ft. or Acreage)

C-2  
Current Zoning

CAR WASH  
Current Land Use

CUP  
Proposed Zoning

CAR LOT, BODY SHOP (IMPOUND LOT)  
Proposed Land Use

3. All owners of record must sign document.

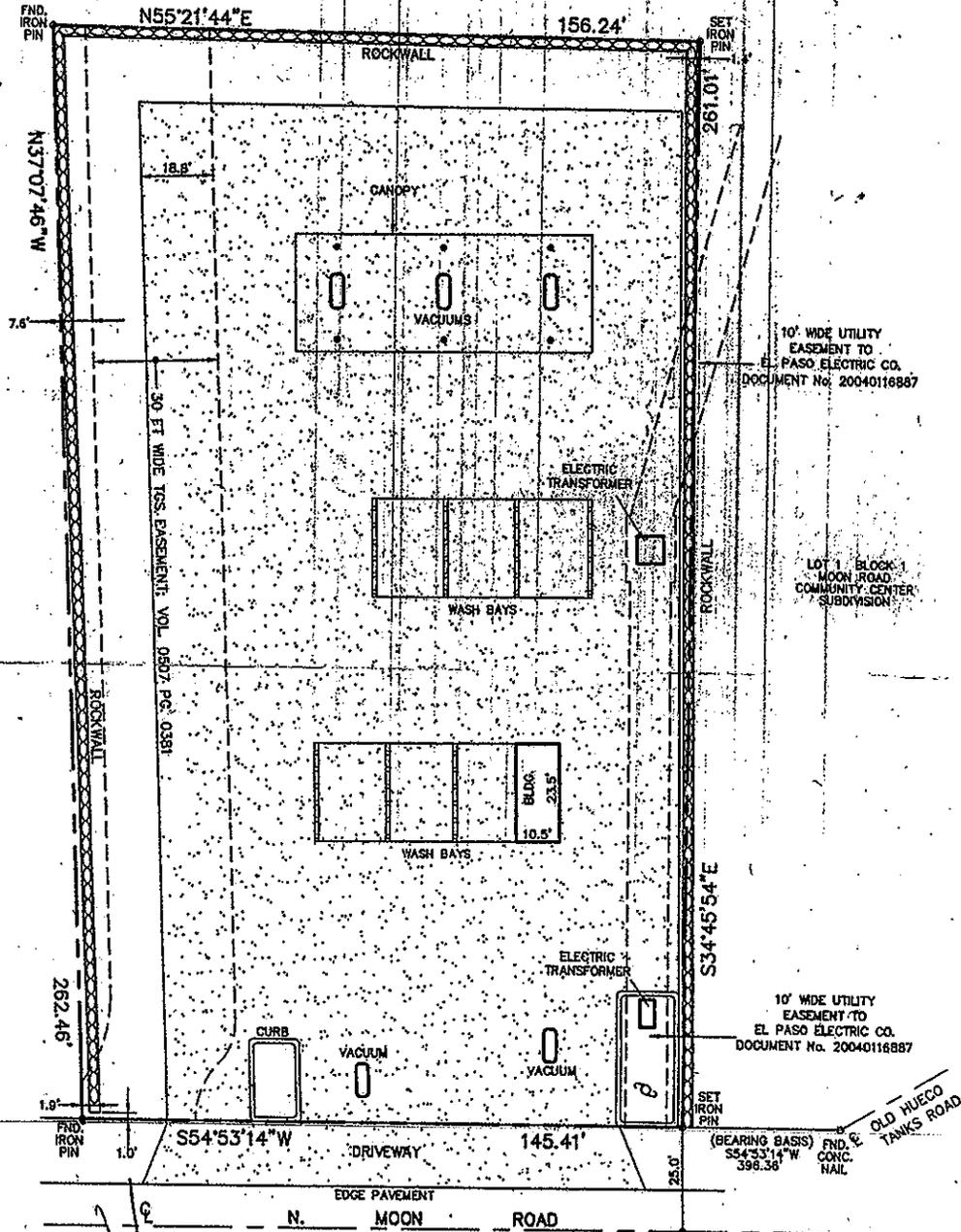
[Signature] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
Planning Department

[Signature]  
Owner or Representative

LOT 1, BLOCK 1  
MOON ROAD  
COMMUNITY CENTER  
SUBDIVISION



10' WIDE UTILITY  
EASEMENT TO  
EL PASO ELECTRIC CO.  
DOCUMENT No. 2004011887

LOT 1, BLOCK 1  
MOON ROAD  
COMMUNITY CENTER  
SUBDIVISION

10' WIDE UTILITY  
EASEMENT TO  
EL PASO ELECTRIC CO.  
DOCUMENT No. 2004011887

OLD HUECO  
TANKS ROAD

**NOTES:**

1. THE EASEMENTS TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN VOLUME 170, PAGE 1856, VOLUME 177, PAGE 2028, PARTIALLY RELEASED IN VOLUME 1982, PAGE 180, VOLUME 1984, PAGE 685, VOLUME 2015, PAGE 128 AND VOLUME 2015, PAGE 130, DO NOT APPLY TO THIS PROPERTY.
2. THE EASEMENT TO EL PASO ELECTRIC COMPANY UNDER CLERK'S FILE No. 20110059268, DOES NOT APPLY TO THIS PROPERTY.



**CERTIFICATION**

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

*Manuel Calderon*  
 Manuel Calderon  
 Registered Professional Land Surveyor No. 2564

E-Mail: CalderonEngineering@elpbizclass.com

FILE No. 20110076644 Job No. 714-90

339 N. MOON ROAD,  
 LOT 1, BLOCK 1,  
 LOPEZ AND ERVIN SUBDIVISION,  
 CITY OF SOCORRO,  
 EL PASO COUNTY, TEXAS

Field XX Office YG-CI Date 07-23-14 Scale 1"=30'

**CALDERON ENGINEERING**  
 CIVIL - STRUCTURAL  
 3031 TRAWOOD DR.  
 EL PASO, TEXAS 79936 (915) 855-7552



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** December 18, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet Jr., City Manager

**SUBJECT:**

Proposed Conditional Use Permit for Beer and Wine for Suites A, B, and C, of Tract 4-D-13 , Block 3, Socorro Grant.

**SUMMARY:**

The property matter of this request is located at 657 Horizon Blvd. Suites A, B, and C, right at the intersection of Horizon Blvd. and Horn Cir.

**BACKGROUND:**

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 0236-B / FEMA, September 4, 1991).

The current use of the property is: Restaurant facility.

The proposed use of the property: Restaurant selling beer and wine..

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

**STATEMENT OF THE ISSUE:**

Field Investigation:

- a) Distance to the nearest School: 3,342 feet (Hilley Elementary School)
- b) Distance to the nearest Church: 1,805 feet (Templo Aposento Alto @ North Loop and Milo)
- c) Distance to the nearest Hospital: N/A

**ALTERNATIVE:**

Not applicable.

**STAFF RECOMMENDATION:**

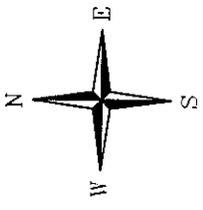
Due to the fact that the property complies with the distances established by Ordinance 76-1A, Section 11 of 1,500 feet from any school, church or hospital, the Planning Commission recommends APPROVAL.

**FINANCIAL IMPACT:**

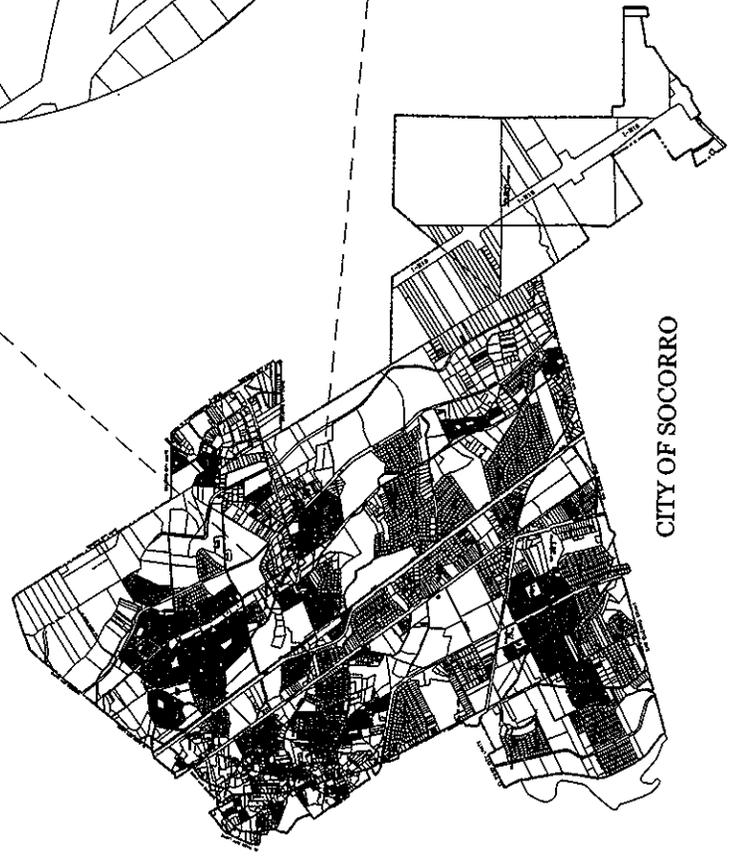
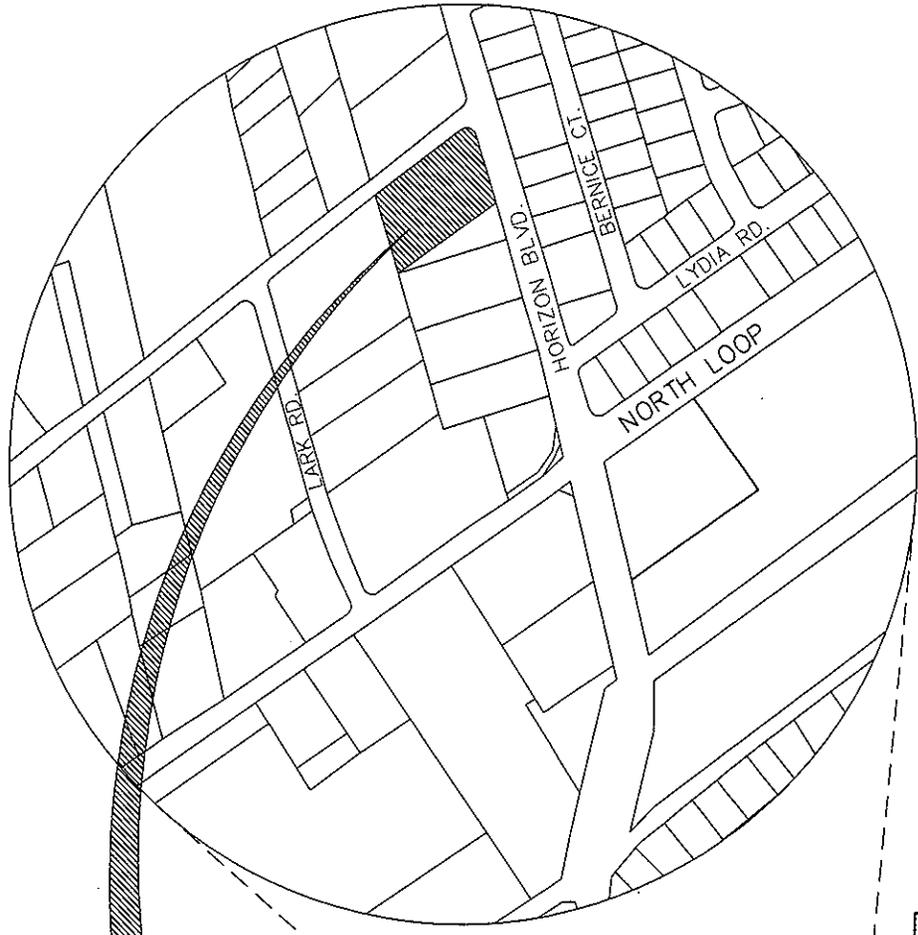
Not Applicable.

**AUTHORIZATION:**

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



PROJECT SITE:  
657 HORIZON BLVD  
TRACT 4D13, BLOCK 3  
SOCORRO GRANT



CITY OF SOCORRO



# LOCATION MAP

Scale: N.T.S.



REC'D OCT 15 2014  
LO

## PLANNING AND ZONING DEPARTMENT

### Request for Conditional Use

1. Name: Carlos Ceja Jr. Date: 10-15-14  
 Address: 5829 Baghdad way, St. Pardo Tx. Phone: (15) 860-2888  
~~657 Horizon Suite A, B, C 79924~~  
 Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_
2. Property Location: 657 Horizon blvd. Suite A, B, C  
 Legal Description: \_\_\_\_\_

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

<u>3,000 sq.ft</u> Area (Sq. ft. or Acreage)	<u>C-2</u> Current Zoning	<u>Restaurant</u> Current Land Use
<u>Restaurant w/ CUP for beer and wine</u> Proposed Zoning	<u>C-2 with CUP</u>	<u>Restaurant</u> Proposed Land Use

3. All owners of record must sign document.

[Signature] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
Planning Department

\_\_\_\_\_  
Owner or Representative

*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Vacant*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** December 18, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet Jr., City Manager

**SUBJECT:**

Proposed Conditional Use Permit for Lot 18, Block 1, Aljo Estates, City of Socorro, for Community Home with Religious Activities.

**SUMMARY:**

The property matter of this request is located at 134 Tanton Rd., northeasterly located at 500 feet from the intersection of Tanton Rd. and Alameda Ave. This property has an estimated area of 0.50 acres, and it is owned by Alexandra Ruz, 134 Tanton Rd., Socorro, TX 79927.

**BACKGROUND:**

Aljo Estates was recorded in 1973 with 114 residential lots, most of them classified as R-1, and some of them, like the property matter of this request, are classified as Legal Non-Conforming due to the nature of their use.

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 0237-B / FEMA, September 4, 1991).

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

The current zoning classification of the property is LNC/R-2 with 3 detached mobile home units and a storage.

The proposed use of the property is to continue with the same number of units but getting the Conditional Use Permit for community home with religious activities.

Adjacent Land Uses: North: SU-1 (Special Use/School), South: R-1 (SFR), East: R-1 (SFR), West: R-1 (SFR).

**STATEMENT OF THE ISSUE:**

The property has been used to house homeless people in an informal way, now the owner wants to formalize that use to provide religious services.

**ALTERNATIVE:**

Not applicable.

**CONSIDERATIONS:**

The property matter of this request complies with the requisites established in our zoning Ordinance 76-1A Section 8.3.B paragraphs (c) and (g) for the proposed use, and also complies with the future land use established in our Master Plan.

**STAFF RECOMMENDATION:**

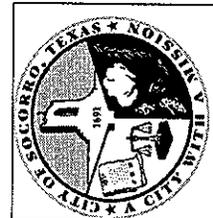
Based upon the before mentioned considerations, the Planning and Zoning Commission recommends APPROVAL, with the condition that the applicant provides satisfactory evidence that he (she) is qualified to operate the community home per Title 8 of the Texas Human Resources.

**FINANCIAL IMPACT:**

Not Applicable.

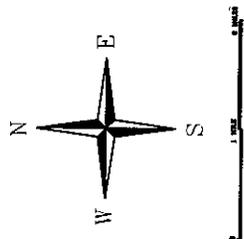
**AUTHORIZATION:**

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

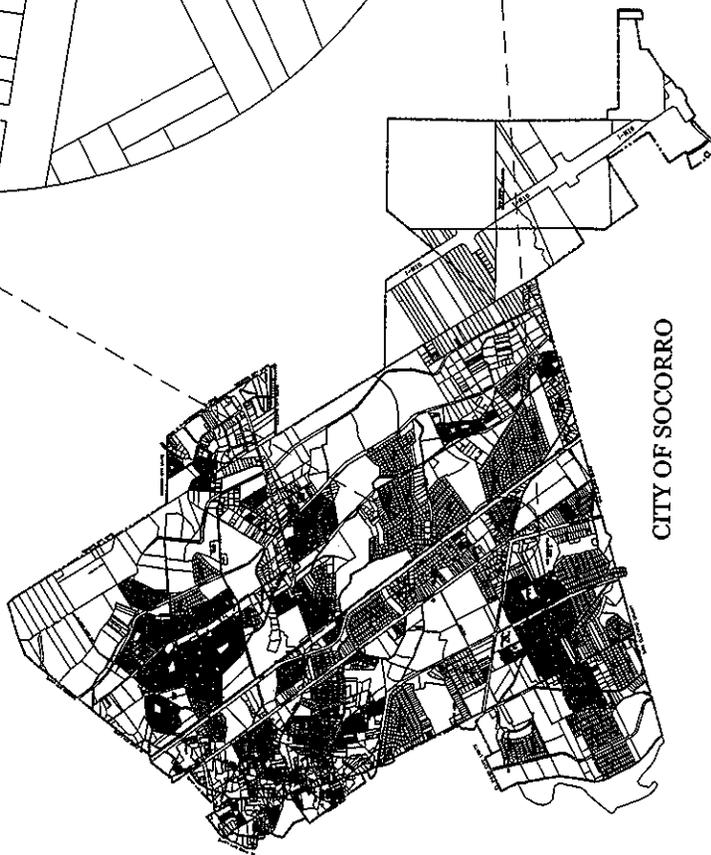


**LOCATION MAP**

Scale: N.T.S.



PROJECT SITE:  
134 TANTON RD.  
LOT 18, BLK 1  
ALJO ESTATES



**8.3 R-2 Medium Density Residential.** The purpose of this Zone is to provide a mixture of single family and multifamily dwellings to a maximum density of fifteen (15) dwelling units per acre, in order to create amore urban appearance.

**A. Permitted uses:**

- (a). Single family detached dwellings. Only conventional building materials listed in the Approved Building Codes will be used for structural and finish materials.
- (b). Multi-family dwellings, including duplexes, townhouses, row houses, and other single-family dwellings with a maximum of 4 attached or detached dwelling units per lot.
- (c). Accessory structures and uses including garages, carports, private workshop, greenhouses, home occupations, and other structures that are customarily incidental to the principal structures.
- (d). Public park, playground, or ball-field;
- (e). Private Kennels
- (f). Real estate sales office in connection with a specific development, allowable only as a renewable conditional for 6-months at a time
- (g). Storage of one boat, one camper, or one other recreational vehicle, shall be limited to a maximum of one (1) per dwelling unit. Storage is limited to the side or rear yard separated by at least 10 feet from any property line. Any stored vehicle visible from any right of way shall be screened behind an opaque fence /wall of at least six feet in height.
- (h). A private swimming Pool is permitted only when a protective fence four (4) feet in height is provided around the yard, lot, or pool area. The pool shall be no closer than ten (10) feet from any property line and approval from all utilities is required to insure safety;

**B. Conditional uses (Requires use permit):**

- (a) Child care homes, childcare group homes, and day care centers.
- (b) Schools (Public, Private)
- (c) Churches



- (d). Recreational facility (non-profit) such as a community center, swimming pool, or tennis club;
- (e). Golf course and country club;
- (f). Cemetery and mausoleums
- (g). Nursing home assisted living facilities, and community homes;
- (h). Public and private utility services, excluding sanitary landfills, incinerators and refuse and trash dumps;

**C. Area requirements:**

1. Minimum lot area: 6,000 square feet; areas with ponding  
Minimum lot area: 10,000 square feet areas without public ponding
2. Minimum yard setbacks:
  - a. Front - 25 feet;
  - b. Side, interior - 7 feet,
  - c. Side, street 10 feet;
  - d. Rear - 25 feet.
3. Minimum front setbacks for all properties facing
  - a. Collector streets - 35 feet;
  - b. Minor arterials - 55 feet;
  - d. Major arterials- 60 feet

**D. Accessory structures:**

- (a) No accessory structure, excluding fences, patios, porches or walls, shall be closer to any property line than the required yard setback; however, an accessory structure may be as close as ten feet to any rear property line.
- (b) An accessory structure shall not exceed the interior square footage of the principal structure



REC'D OCT 23 2014

LD

# PLANNING AND ZONING DEPARTMENT

## Request for Conditional Use

1. Name: Alexandra Ruz Date: 10/23/2014  
 Address: 134 Tanton El Paso, Tx 79927 Phone: (915)244-2111  
 Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Property Location: 134 Tanton El Paso, Tx 79927  
 Legal Description: Lot 18, Block 1 Alejo Estates

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

half Acre  
 Area (Sq. ft. or Acreage)

R-2  
 Current Zoning

Residential  
 Current Land Use

LNC/R-2 plus C.U.P.  
 Proposed Zoning

community home w/ religious activity  
 Proposed Land Use

3. All owners of record must sign document.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 Planning Department

\_\_\_\_\_  
 Owner or Representative

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Pérez*  
District 3/Mayor Pro Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: December 18, 2014**

**TO: Mayor and City Council**

**FROM: Omar Guevara, IT**

**SUBJECT: Voice and Data Provider Bid # 14-008**

### **SUMMARY**

**Approval for Data (Fiber) and Voice Services for the New Network Infrastructure. AT&T's proposal complies with the proposed project deliverables and was the most cost effective of all bids.**

### **BACKGROUND**

**The City of Socorro has service with Time Warner for the Wireless Network and another contract for the Voice Service with AT&T. Proposing to bundle services.**

### **STATEMENT OF THE ISSUE**

**The Voice and Data Services are divided by two different companies making it difficult to manage, there is no reliability, and also makes it difficult for payment purposes.**

### **FINANCIAL IMPACT**

**BID 14-008**

**Funding Source: General Fund**

**The below Companies were responsive;**

- 1. - AT&T, will charge \$4,200.00 monthly fee. The City of Socorro will need to engage in a 3 year contract for the new service.**
- 2. – LEVEL 3, will charge \$8,237.51 monthly fee.**

**3. - ELP TECH, will charge \$7,487.85 monthly fee, plus a one-time fee of \$350.00. The City of Socorro will need to engage in a 5 year contract for the new service.**

**4. - TRANSTELCO, will charge a monthly fee of \$10,408.20.**

**ALTERNATIVE**

**None, the City of Socorro needs a Voice and Data (Fiber) provider that will allow the new Network to work to its full potential thru fiber connectivity.**

**STAFF RECOMMENDATION**

**IT recommends to bundle the Voice and Data (Fiber) Services with AT&T.**

**Required Authorization**

**X**

---

**X**

---

**X**

---

**X**

---

**REQUEST FOR BIDS  
CITY OF SOCORRO, TEXAS**

**Data (Fiber Optics) and Voice Services**  
City of Socorro Bid No. 14-008  
November 5, 2014

The City of Socorro is soliciting bids for **Data (Fiber Optics) and Voice Services**.

A complete copy of the specifications and requirements is available from the City of Socorro at 124 S. Horizon Blvd, Socorro, Texas 79927. The closing date for submission is Thursday, November 20, 2014 at noon.

The bids will be opened publicly and read aloud on Thursday, November 20, 2014 at 3:00 p.m. at the City Administration Building in Socorro, Texas, 124 S. Horizon Blvd., Socorro, Texas, 79927.

**All submittals must be in a sealed envelope clearly marked on the lower left hand side with your company name and return address on the envelope with the following: BID #14-008 Data (Fiber Optics) and Voice Services ATTN: SANDRA HERNANDEZ / CITY CLERK, 124. S. Horizon Blvd., Socorro, Texas 79927**

All prices quoted will remain firm for ninety (90) days from the date and time of the bid opening and will become the contract prices at the time of the award of bid, unless otherwise specified by the City of Socorro.

The City of Socorro reserves the right to waive irregularities and to reject all bids.

If you have any further questions feel free to contact Sandra Hernandez /City Clerk at (915) 858-2915.

*Sandra Hernandez*  
*City Clerk*

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## REQUEST FOR PROPOSALS – Data (Fiber Optics) and Voice Services

The City of Socorro is seeking to enter into a professional services agreement with a firm or individual to provide installation of Data (Fiber Optics) and Voice services for the City.

All proposals must stipulate a comprehensive list of costs and time frame to complete the project. Please submit your proposal for services and a statement of qualifications for the proposed service to:

City of Socorro  
Attn: Sandra Hernandez, City Clerk  
124 S. Horizon Blvd.  
Socorro, Texas 79927

The City of Socorro is an Affirmative Action/Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.

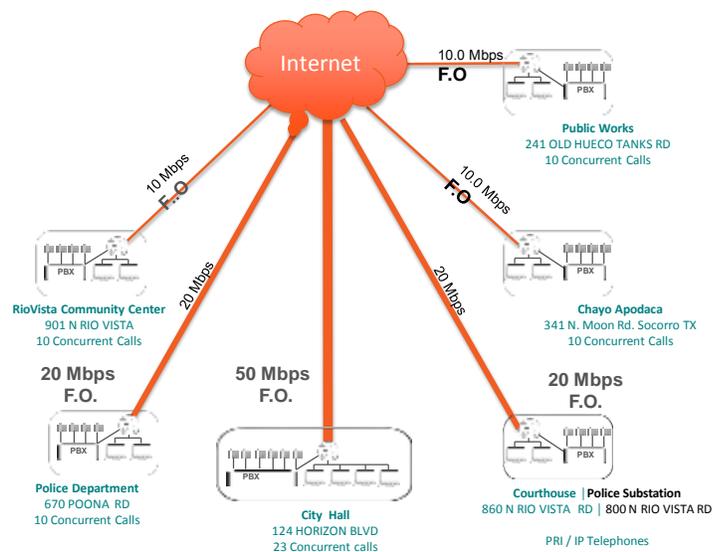
**Scope of Work:** Provide Voice and Data (Fiber Optics) services to all City of Socorro Buildings.

1. Installation, splicing, termination, testing, labeling and documentation of new inter building fiber optic communication cable between buildings as specified on the drawings.
2. The installation environment should include tie in and coordination with existing and new optical fiber and copper facilities, underground duct banks, direct-buried conduit, utility tunnel pathways.
3. The Contractor shall be responsible for: placement of cable, installation and attachment of cable to support devices within the utility tunnel system, underground structures, and pole lines, the placement of conduit, the installation of pull-boxes, the furnishings of fiber optic splice closures, and installation of termination hardware, and other as specified by **IT**.
4. Contractor shall be responsible for providing and installing grounding and bonding materials, duct plugs, and fire stopping materials as required to complete the installation.
5. Other incidental hardware and appliances, necessary for the proper performance and operation of the communication cable system, which are consistent with the practices of cable installation, are to be provided by the Contractor as required to complete the installation.
6. The Contractor is responsible for any damages to any utility caused during construction in any area where a utility has been located.

7. The Contractor shall complete all work and provide a complete report of the Fiber Optics cabling system to meet **IT** Network System Design. The scheduled date for completion of fiber optic cabling and associated copper systems shall incorporate the activation dates for services including Voice, and Data.
8. The main Equipment Room and each Telecommunications Room shall house both voice and data backbone cabling and active equipment to support networking requirements. The Equipment Room in most cases shall be the main point of entry for outside services as well as main distribution point for all backbone cabling.
9. All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. All conductors and fibers of each installed cable shall be verified useable prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced at the providers expense.
10. The Contractor shall conduct field inspections to coordinate, verify and/or determine the actual as-built locations of conduits, manholes, and all other special facilities that affect the installation, prior to commencing the installation in any area.
11. **IT** will inspect installation in progress. It is the responsibility of the Contractor to schedule regular and milestone inspection times with IT. It is incumbent upon the Contractor to verify that the installation and material used has been inspected before it is enclosed within building features, buried, or otherwise hidden from view. The Contractor shall bear costs associated with uncovering or exposing installations or features that have not been inspected.

## City Of Socorro

(Voice + Internet)



1. **Evaluation Criteria:** The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	20
Cost	10

2. **Deadline for Submission:** Responses must be received by the City of Socorro no later than 12:00 p.m., Thursday, November 20, 2014.

3. **Conflict of Interest:**

- Person(s) or firm(s) submitting a proposal must not have a conflict of interest as and must submit the attached vendor conflict of interest form with your proposal. Person(s) of firm(s) submitting a proposal shall disclose any relationship to the Mayor or a member of the Socorro City Council within the second degree of affinity or within the third degree of consanguinity.

City of Socorro reserves the right to waive formalities with respect to proposals and that the City reserves the right to reject all proposals.



500 Texas Ave.  
El Paso TX, 79001  
www.att.com

Phone (806)570-6638  
Dustin.schroeder.1@att.com

**November 12, 2014**

**Sandra Hernandez  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, Texas 79927**

**RE: Request for Proposals- Data (Fiber Optics) and Voice Services**

Thank you for allowing AT&T the opportunity to respond and earn your business for Bid # 14-008. It is apparent that City of Socorro has invested significant time in defining your present and future network requirements. We have tailored our response to comply completely with those requirements in the most cost-effective manner.

AT&T will provide City of Socorro with exceptional value, and the following benefits: Dedicated account team support, providing you personalized local resources and assistance with the implementation.

We will provide a full product portfolio that allows you to upgrade and support new initiatives. AT&T excels as a systems integrator and provider of equipment. We also have the ability to analyze, expand and deliver on your business goals and objectives.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Schroeder".

Dustin Schroeder  
Account Manager



## Attention:

**Sandra Hernandez**  
City Clerk  
[shernandez@ci.socorro.tx.us](mailto:shernandez@ci.socorro.tx.us)  
915-858-2915

**Omar Guevara BSIT/NTC**  
IT City Of Socorro  
[oguevara@ci.socorro.tx.us](mailto:oguevara@ci.socorro.tx.us)  
915-238-7942

1. TABLE OF CONTENTS
2. SCOOP OF WORK
3. THE SOLUTION
4. AT&T Network Drawing
5. AT&T Pricing
6. Network Management and Control
  
7. ADVANTAGES OF AT&T
8. IMPLEMENTATION
9. CONTRACTING / TERMS AND CONDITIONS
10. Support



**Scope of Work:** Provide Voice and Data (Fiber Optics) services to all City of Socorro Buildings.

1. Installation, splicing, termination, testing, labeling and documentation of new inter building fiber optic communication cable between buildings as specified on the drawings.
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4. Contractor shall be responsible for providing and installing grounding and bonding materials, duct plugs, and fire stopping materials as required to complete the installation.
5. Other incidental hardware and appliances, necessary for the proper performance and operation of the communication cable system, which are consistent with the practices of cable installation, are to be provided by the Contractor as required to complete the installation.
6. The Contractor is responsible for any damages to any utility caused during construction in any area where a utility has been located.
7. The Contractor shall complete all work and provide a complete report of the Fiber Optics cabling system to meet IT Network System Design. The scheduled date for completion of fiber optic cabling and associated copper systems shall incorporate the activation dates for services including Voice, and Data.
8. The main Equipment Room and each Telecommunications Room shall house both voice and data backbone cabling and active equipment to support networking requirements. The Equipment Room in most cases shall be the main point of entry for outside services as well as main distribution point for all backbone cabling.
9. All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. All conductors and fibers of each installed cable shall be verified useable prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced at the providers expense.
10. The Contractor shall conduct field inspections to coordinate, verify and/or determine the actual as-built locations of conduits, manholes, and all other special facilities that affect the installation, prior to commencing the installation in any area.
11. IT will inspect installation in progress. It is the responsibility of the Contractor to schedule regular and milestone inspection times with IT. It is incumbent upon the



Contractor to verify that the installation and material used has been inspected before it is enclosed within building features, buried, or otherwise hidden from view. The Contractor shall bear costs associated with uncovering or exposing installations or features that have not been inspected.

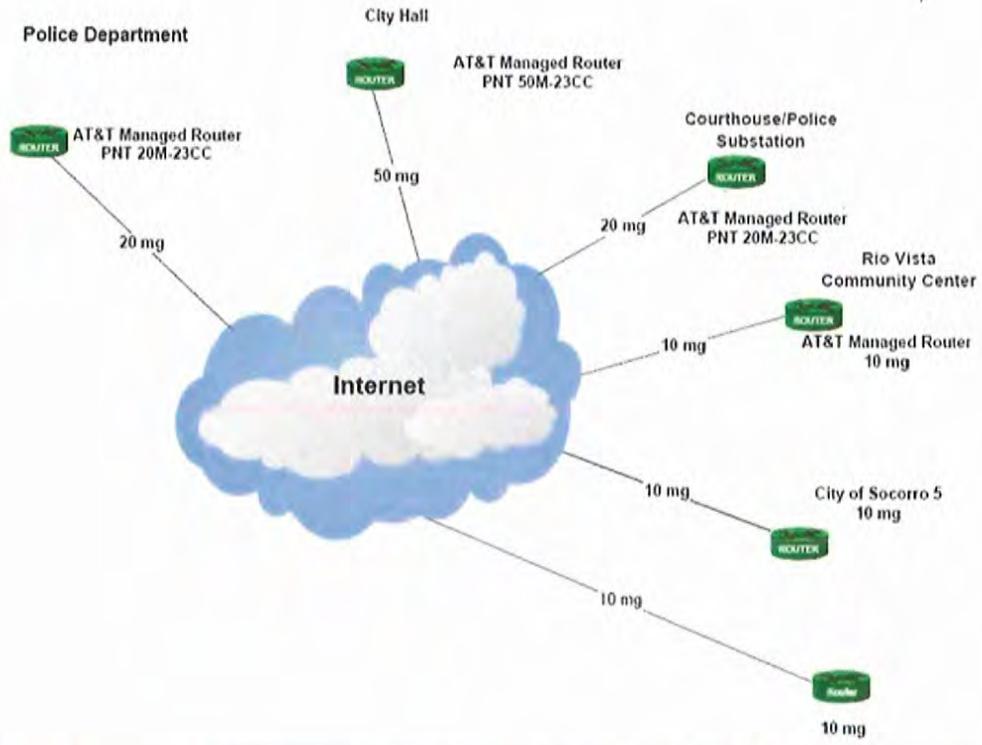
We've assessed your information and developed a communications solution that addresses your business needs and objectives for:

- A True Technology Upgrade
- Greater Capacity for Growth
- Network Security
- Business Continuity and Disaster Recovery
- Network Management Capabilities

## The Solution

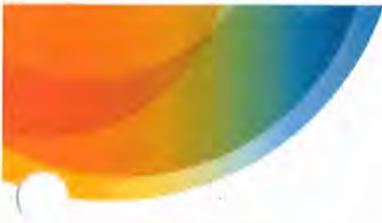
The solution includes AT&T Switched Ethernet Value Bundle AT&T IP Flex (SIP Trunking) and AT&T Network Security:

- AT&T Switched Ethernet Service is a transport service that enables you to use Ethernet Virtual Local Area Network (VLAN) technology to transport traffic among two or more disparate metro locations as if they were part of the same LAN. AT&T Switched Ethernet Service uses industry-standard native interfaces for Ethernet- and IP-based networks, so you can transport data without protocol conversion or special equipment. AT&T Switched Ethernet Service provides scalable bandwidth, which means that you can select from numerous increments to match your bandwidth requirements.
- IP Flexible Reach is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your data network, giving you long distance and international calling for all your sites globally and also local calling for your U.S. sites. IP Flexible Reach provides VoIP calling service to your data network.



	Customer:	Project:
	Network Options	
Page Title:	Sheet 1 of 1	Type:
VPN-MPLS		
Created: 02/12/2013	Last Updated: 08/19/2013	TSC: JPH/Hodge
File Name:		

IP Flexible Reach for TDM and IP PBXs  
This diagram shows a typical IP Flexible Reach configuration for TDM and IP PBXs.



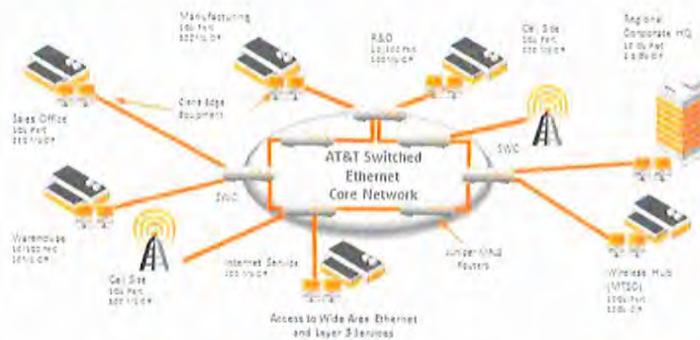
**The solution gives you the following features:**

- Any-to-Any Connections—Ethernet Virtual Connections (EVCs) let you configure any port so that it connects to any other port in your network. As a result, a single Ethernet connection can provide your locations with various remote resources, such as virtual connections to a primary and backup data host.
- Savings and Efficiency—You can save money by consolidating your voice, video, and data applications across a single Ethernet transport network while using your Local Area Network (LAN) equipment.
- Easy Expansion—Network capacity is usually increased via software or by adding service to branch offices, business partners, or third-party data facilities. However, our Ethernet service lets you easily upgrade network speed or performance as your business expands.
- Ethernet Value Bundle has six Classes of Service (CoS) with Service Level Agreements (SLAs)—CoS with SLAs let you tune an Ethernet connection to each application's specific needs such as the real-time and interactive requirements of delay-sensitive voice, video, and financial transactions. This capability enables your high-bandwidth network to efficiently and reliably transport interactive voice and video, which helps ensure that your employees can successfully communicate and collaborate.



# AT&T Switched Ethernet Service<sup>SM</sup>

## Six Classes of Service



- **Scalable** and highly **Secure MPLS** core featuring Juniper carrier-grade routers
- **High Density** deployment over ROADM and fiber for maximum footprint
- **Protected 10G Core** links to help ensure performance
- Point-to-point, point-to-multipoint, full multipoint
- 100Mb / 1Gig / **10Gig ports**
- 2 Mb to 10 Gbps speeds
- **Jumbo frame** support (1G & 10G ports)
- **End to End SLAs**

Real Time	Interactive	Business Critical High	Business Critical Medium
<b>Service Level Agreements:</b> <ul style="list-style-type: none"> <li>• Latency: 5 ms</li> <li>• Jitter: 3 ms</li> <li>• Packet Delivery Rate: 99.995%</li> <li>• Network Availability: 99.99%</li> </ul>	<b>Service Level Agreements:</b> <ul style="list-style-type: none"> <li>• Latency: 13 ms</li> <li>• Jitter: 10 ms</li> <li>• Packet Delivery Rate: 99.95%</li> <li>• Network Availability: 99.99%</li> </ul>	<b>Service Level Agreements:</b> <ul style="list-style-type: none"> <li>• Latency: 20 ms</li> <li>• Jitter: not offered</li> <li>• Packet Delivery Rate: 99.9%</li> <li>• Network Availability: 99.99%</li> </ul>	<b>Service Level Agreements:</b> <ul style="list-style-type: none"> <li>• Latency: 30 ms</li> <li>• Jitter: not offered</li> <li>• Packet Delivery Rate: 99.5%</li> <li>• Network Availability: 99.99%</li> </ul>
<b>Service Level Objective:</b> <ul style="list-style-type: none"> <li>• MTTR: 4 hours</li> </ul>	<b>Service Level Objective:</b> <ul style="list-style-type: none"> <li>• MTTR: 4 hours</li> </ul>	<b>Service Level Objective:</b> <ul style="list-style-type: none"> <li>• MTTR: 4 hours</li> </ul>	<b>Service Level Objective:</b> <ul style="list-style-type: none"> <li>• MTTR: 4 hours</li> </ul>

Not Shown: Non-Critical (High and Low) Classes of Service; Non-Critical Low is only offered with Per Packet Class of Service



- ASE Bandwidth Speeds from 2 Mbps to 10 Gbps—You can choose from three physical port speeds and 20 logical channel Committed Information Rates (CIRs) for your switched Ethernet service. This feature helps you meet your current network needs and lets you easily increase your network's speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.
- Performance—Communicate over a converged IP network that has dynamically allocated bandwidth and high-quality, reliable, business-class voice service that is backed by Service Level Agreements.
- Voice over IP (VoIP)—With VoIP, you connect all of your desktop equipment to your LAN, and you route your voice calls over our global IP network instead of the public switched telephone network (PSTN). You have lower costs for network wiring. And, by using our VoIP network, you can manage your communication costs more effectively.
- Integrated Network Access—You can transport voice calls on the same Internet access facility that you use for data service. By integrating your voice and data services on the



same line, you reduce access costs and simplify your network management. And, the service supports MIS, PNT, and AVPN access.

- **Compatibility**—VoIP interoperates with a wide range of PBX systems, including traditional digital TDM PBXs and IP PBXs, and integrates with AT&T Voice DNA<sup>®</sup> services. Because AT&T's VoIP service is compatible with your current telephone equipment, you can take advantage of IP Flexible Reach without investing in a costly replacement of your PBX systems.
- **High Performance**—You can trust your vital interactive applications, such as Voice and Video over IP, to our low-latency Ethernet service. To back up its performance, we provide you with four Class of Service choices and Service Level Agreements (SLAs).

## Network Management & Control

AT&T gives you easy access to timely performance information and online tools so you can be in control of your network. AT&T BusinessDirect™ Customer Portal is a suite of powerful, productivity-enhancing online tools that AT&T business customers can use 24/7 to reroute network traffic in near-real time, test circuits, report service problems and track them through resolution, place orders and check their status, pay bills electronically, and perform other customer service-related tasks online. This unprecedented network transparency and hands-on network management empowers the customer to enjoy near real-time visibility of and control over their AT&T network for optimal network utilization and enterprise-wide telecom expense management. This in turn enables customers to run their operations more efficiently, increase their return on investment (ROI), and dedicate resources to mission-critical applications and projects.



City Of Socorro



**AT&T Contact Information**

Stella Pierce  
915-540-8492

**Pricing Estimate Summary - Flat Rate Billing**

**Pricing Estimate at a glance**

Recurring Charges	\$4,200.00
Non Recurring Charges	
Contract Length (months)	36
Estimate Valid For	30 days

**Product Overview**

Managed Internet Service is an internet access service that combines a high-speed, dedicated connection with consolidated application management. It lets you reliably access information resources and communicate with Internet users worldwide. Managed Internet Service (MIS) includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between your locations and the AT&T network.

**Site Details**

Quantity	Site Description	Access Speed 50 MEG	PORT SPEED 50 MEG	Router	Total
1	50 mg			Yes \$	993.00
Quantity	Site Description	Access Speed 20 MEG	PORT SPEED 20 MEG	Router	Total
1	20 mg			Yes \$	696.00
Quantity	Site Description	Access Speed 20 MEG	PORT SPEED 20 MEG	Router	Total
1	20 mg			Yes \$	696.00
Quantity	Site Description	Access Speed 10 MEG	PORT SPEED 10 MEG	Router	Total
1	10 mg			Yes \$	605.00
Quantity	Site Description	Access Speed 10 MEG	PORT SPEED 10 MEG	Router	Total
1	10 mg			Yes \$	605.00
Quantity	Site Description	Access Speed 10 MEG	PORT SPEED 10 MEG	Router	Total
1	10 mg			Yes \$	605.00

Standalone pots line required for cisco router

**Terms & Conditions**

This document is a price quote and may not be relied upon by Customer to establish the price or rates of Services. The rates and prices for any Services contracted for by Customer shall be established by a Master Agreement and Pricing Schedules, and where applicable by incorporation of the applicable Service Guide, executed by AT&T and Customer.



## Advantages of AT&T

**Working with AT&T gives you the following advantages:**

- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of communication products and can assess your needs to identify potential solutions.
- **Agility**—With our integrated, agile networking platform, you can quickly add or change applications as your business needs dictate.
- **Reliability**—AT&T is one of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly.
- **Security**—AT&T has one of the most comprehensive security portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions.
- **Data Network Strength**—AT&T understands data transport—we own and operate world-class wireline, wireless, and IP data networks, including one of the world's most advanced and powerful IP backbones. Our networks offer local, national, and global coverage.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Financial Stability**—You can rely on us to be your service provider—now and in the future. AT&T has a strong balance sheet and a history of prudent financial management.
- **Support** — You will have a team of experienced specialists to design, implement, and support your solution. Their experience and expertise has led to a track record of success with customers like El Paso Housing Authority.

## Implementation

Ethernet Value Bundle implementations will be assigned to AT&T Project Management to oversee. There is no charge for this service.

## Compliance Issues

**E911 Compliance:** AT&T IP Flex is E911 compliant.



## Contracts and Terms and Conditions

Ethernet Value Bundle products are available on State of Texas contracts which City of Socorro can order from. EVB is available on the State of Texas House Bill 2128. -005.

### Types of service inquiries and reports that will be included

(for MPLS, co-location, internet service monitoring, etc)

**E-Servicing – BusinessDirect®** portal, access to customer care website, e-bill, e-maintenance, usage reporting and e-servicing tools.



## Support

In addition, you have a team of experienced specialists to design, implement, and support your solution. Their experience and expertise has led to a track record of success with customers like the Housing Authority of the City of El Paso.

The table below provides contact information for your AT&T support team and resources:

Resource	Contact Information
Account Manager	Dustin Schroeder Cell: 806- 570-6638 E-mail: ds2043@att.com
Sales Manger	Monika Macias Cell: 915-342-8541 Email: mm5413@att.com
Technical Sales Consultant II	Stella M. Pierce Cell: 915-540-8492 Email: sp1730@att.com
Technical Sales Consultant III	Jeff Hodge Cell: 976-489-8492 Email: jh1394@att.com

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the communications solution and help you achieve your business goals.

Thursday, November 20, 2014

Transtelco  
500 West Overland  
El Paso, Texas 79901  
November 18, 2014

City of Socorro  
124 South Horizon Blvd.  
Socorro, Texas 79927

Attn: Sandra Hernandez

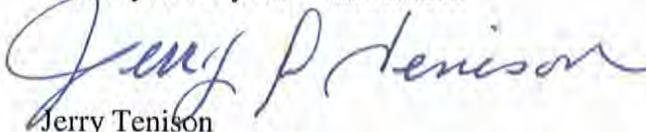
Transtelco proposes to furnish data and voice services fiber optically at all locations listed within the bid.

Experience: Enclosed within is a company overview which will encapsulate Transtelco's corporate history and experience.

Work Performance: Transtelco provides all the bandwidth for the following companies which fall within your service needs:

- El Paso Community College: 100 Mbps at all campuses
- City of Horizon to include the Police Department: 10 Mbps.
- El Paso Orthopedic Surgery Group with 50 Mb at each location and 250 hosted pbx trunks.

Thank you for your consideration



Jerry Tenison  
Director of U.S. Sales

Enclosure: Company Overview, Quotation for Services.

## TRANSTELCO CORPORATE HISTORY

2001	<ul style="list-style-type: none"><li>• Initiated operations in Juárez, Mexico</li></ul>
2003	<ul style="list-style-type: none"><li>• Launched operations in El Paso, TX, offering seamless services across the border</li></ul>
2005	<ul style="list-style-type: none"><li>• Mexico's Secretaría de Comunicaciones y Transporte ("SCT") granted Transtelco a concession to operate a local telephony network in Mexico</li></ul>
2006	<ul style="list-style-type: none"><li>• Commenced operations as a full service telecommunications service provider; established its first fiber crossing between El Paso, TX and Juarez, Mexico; and expanded to California and Baja, Mexico</li></ul>
2008	<ul style="list-style-type: none"><li>• El Paso, TX metropolitan fiber network is completed and interconnected to the Juarez, Mexico network</li></ul>
2009	<ul style="list-style-type: none"><li>• Completed first long haul project of 273 miles between Juarez, Mexico and Chihuahua City, Mexico</li></ul>
2010	<ul style="list-style-type: none"><li>• Commenced operations in Mexicali, Mexico</li><li>• Built additional international fiber networks between Reynosa, Mexico and McAllen, TX as well as between Nogales, Mexico and Nogales, AZ</li></ul>
2011	<ul style="list-style-type: none"><li>• SCT granted Transtelco a concession to operate a long distance network in Mexico</li></ul>
2012	<ul style="list-style-type: none"><li>• Acquired a company that owned a long haul network that spans from Laredo, TX to Mexico City, Mexico spanning over 1,410 miles and a 110 mile metropolitan network in Mexico City</li></ul>
2013	<ul style="list-style-type: none"><li>• Acquired XC Networks and completed a long haul route between El Paso and Dallas, TX</li></ul>

## TRANSTELCO PRO OVERVIEW

### Summary of Services



### Representative Customers

#### Carrier



#### Enterprise



## SUMMARY OF COMPANY HIGHLIGHTS

### Unique Bi-National Facilities-Based Network

- Unique, facilities-based inter-city and metro network in the US and Mexico
- High-capacity network spans over 238,000 fiber miles and approximately 6,000 route miles, which includes 1,120 metro route miles, reaching 18 metro markets, connecting to 1,755 on-net locations and twelve of twenty-four unique border crossings along the US/Mexico border
- Targets carrier and enterprise customers on both sides of the border by utilizing its unique network to serve both the domestic needs of its customers as well provide critical Bi-National communications services to clients with operations on both sides of the border

### End to End Control of its Network and Operations

- Transtelco manages all aspects of service provided to its customers, including installation, servicing, monitoring, network management and billing.
- Transtelco controls its entire network and is not dependent on other local operators for the last mile, therefore it can control the speed of provisioning and ensure the quality of its service.

### Only Mexican Carrier with its own US Facilities

- Transtelco's Network in the U.S., specifically it's direct interconnection to the most important NAPP's (Network Access Peering Points) for México, gives it the ability to provide high capacity Direct Internet Access services under conditions not seen before in México.

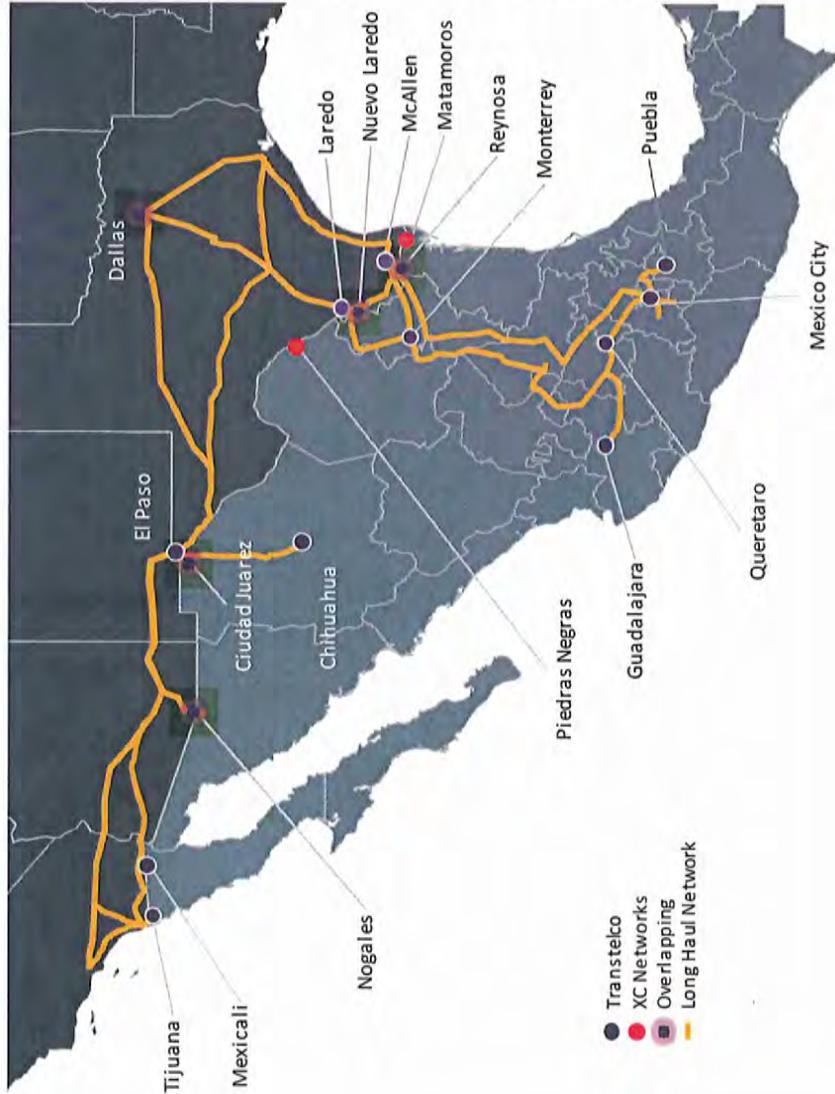
### Competitive Advantage

- Among the largest providers of cross-border data & voice telecom services to carriers and enterprises on both sides of the US/Mexico border
- Unique pure-play fiber footprint with long haul and metro assets on both sides of the border, would be difficult and costly for a competitor to replicate

.....

## UNIQUE FACILITIES-BASED NETWORK

Network Map



Summary Network Statistics

	Route Miles	Fiber Miles
<b>Total</b>	<b>5,961</b>	<b>238,150</b>

By Geography:

	US	Mexico
<b>Route Miles</b>	2,998	2,963
<b>% of Total</b>	50.3%	49.7%
<b>Fiber Miles</b>	144,891	93,259
<b>% of Total</b>	60.8%	39.2%

On-Net Locations

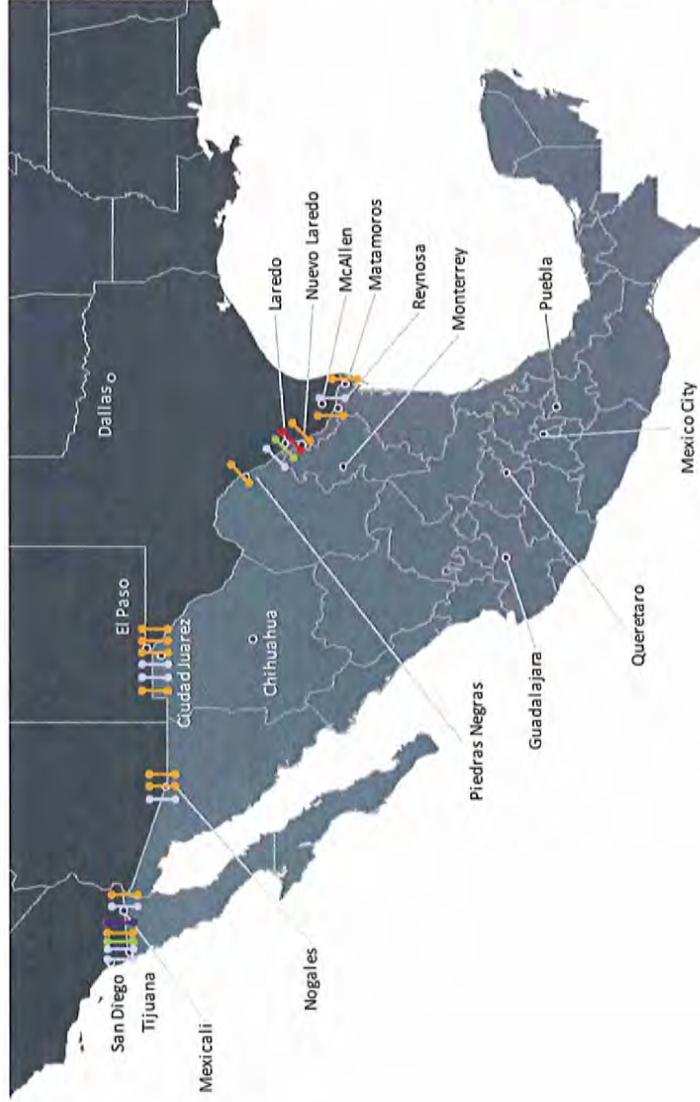
<b>Enterprise Buildings</b>	1,755
<b>Points of Presence (PoPs)</b>	94
<b>Colocation (owned)</b>	33
<b>Colocation (leased)</b>	69

Border Crossings

Owner of 12 of 24 Fiber Crossings

## DIFFERENTIATED CROSS BORDER SERVICE OFFERING

### Fiber Border Crossing Overview



### Summary Border Statistics

- Sole carrier that owns the fiber on both sides of its border crossings, eliminating dependency on local operators for the critical “last mile” ensuring full control of the speed and quality of its services
  - Full control over existing Fiber border crossings; no other carrier owns both sides of the border on any of its border crossings
- Owns half of all US/Mexico border crossings
- Only carrier that can offer dark fiber across the border to its customers

## PRODUCTS & SERVICES OVERVIEW

### Communications Services

#### Transport Services (Metro / Long-Haul)

- Provides metro Ethernet, SONET and STM based services over DWDM platforms
- Provides point-to-point long haul Ethernet, SONET, STM and OTU based services over its DWDM based fiber optic network and has network-to-network interconnects with key transport partners in the US and Mexico

#### Dedicated IP Access

- Interconnections with peering partners allow the Company to deliver flexible and superior dedicated Internet access

#### Colocation

- The Company's data center colocation facilities feature customizable space and power to accommodate unique requirements, with all facilities capable of providing N+1 redundancy, full UPS power and generator backup

#### Voice Service

- Provides high quality, reliable IP interconnection services using TDM and VoIP technologies including delivery of SIP trunks, H323 and other technologies as well as access numbers provisioning

#### Spectrum Leasing

- Owns blocks of spectrum in certain areas of Mexico which the Target licenses to wireless carriers and uses for rapid provisioning of customers

## METRO TRANSPORT

### Network Overview

- Metro Ethernet, SONET and STM based services over DWDM platforms
- Markets services to both enterprise and carrier customers over its owned fiber infrastructure of approximately 6,000 route miles and over 238,000 fiber miles that span 18 metro markets in both the US and Mexico

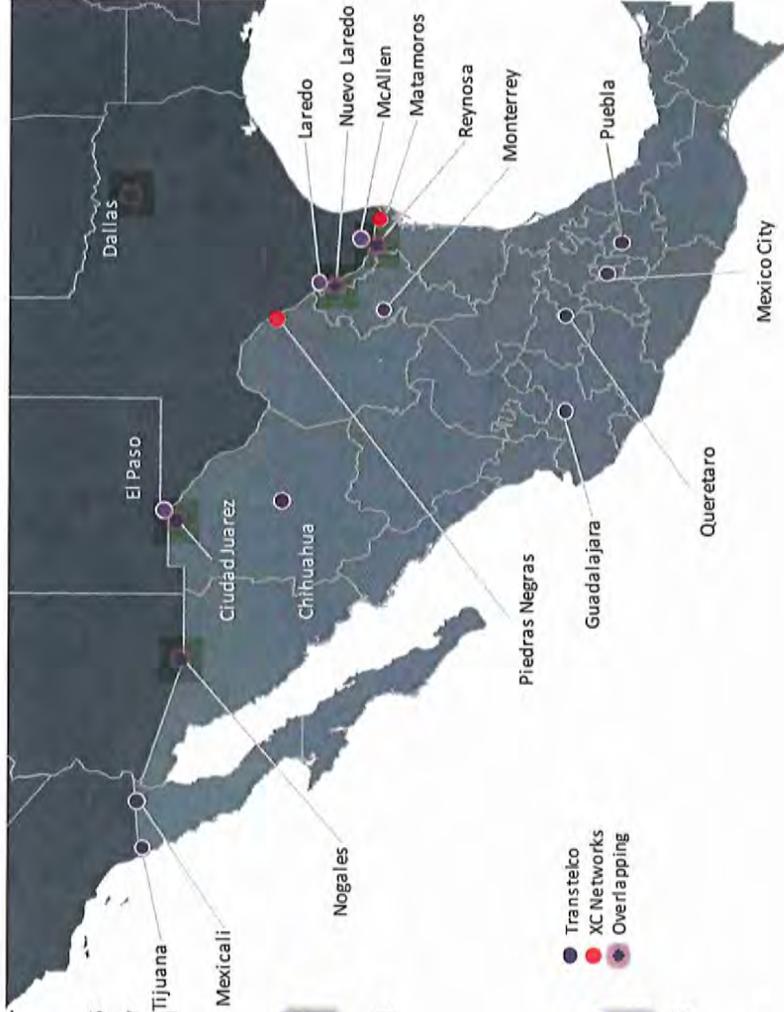
### Speeds

- Long haul transport services at a variety of speeds and service levels including:
  - DS-1, DS-3, OC-3, OC-48 and OC-192
  - Wavelength Services – 2.5G and 10G
  - Metro Fast Ethernet and GIG-E Services

### Summary Metro Market Details

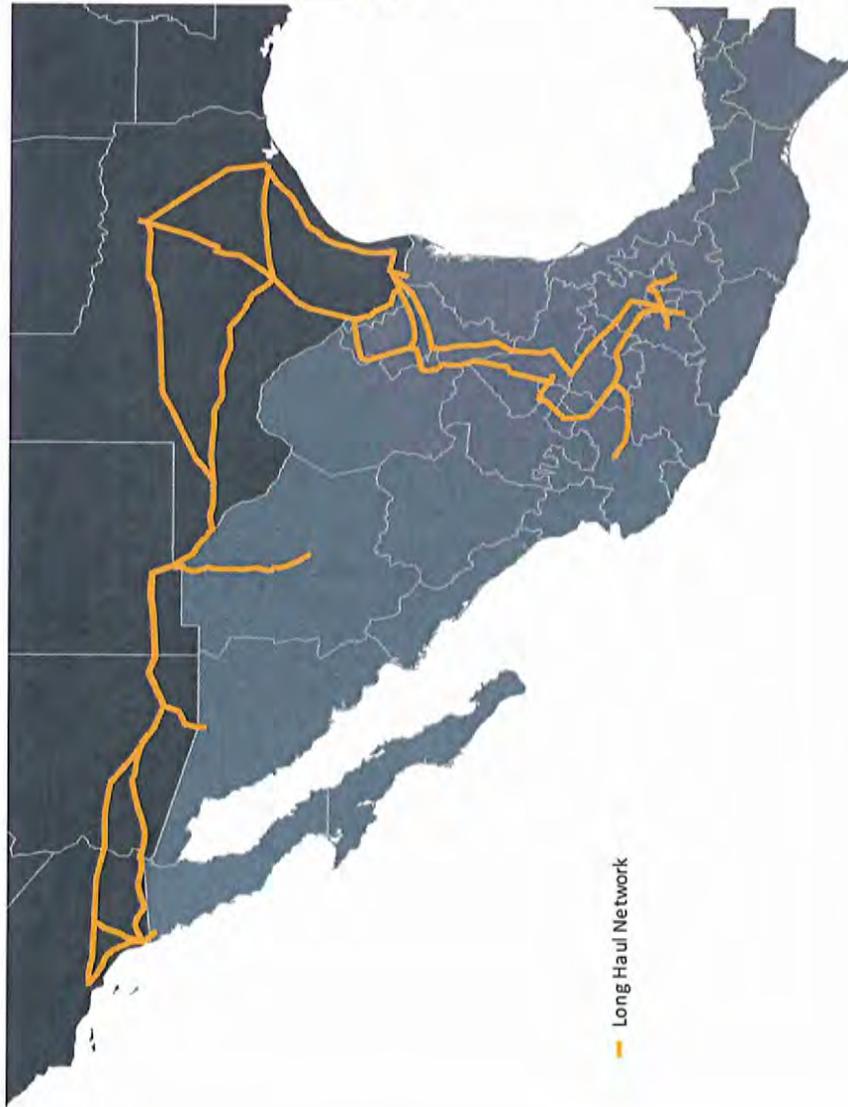
- Fiber network spans 18 metro markets in both the US and Mexico and reaches, in aggregate:
  - 19 Fortune 500 companies / 3 Global 500 companies
  - Combined 2012 revenue of \$961.7 billion

### Metro Network Map



## LONG HAUL TRANSPORT

### Long Haul Transport Map



### Product Summary

- Point-to-point long haul Ethernet, SONET and OTU based services over its DWDM based fiber optic network
- Markets services to both its enterprise and carrier customers over its owned fiber infrastructure of approximately 6,000 route miles and over 238,000 fiber miles that connects 18 metro markets in both the US and Mexico

### Speeds

- Transtelco provides long haul transport services at a variety of speeds and service levels including:
  - DS-X through OC-X Service Levels
  - Wavelength Services – 2.5G, 10G, 40G and 100G
  - Long Haul Fast Ethernet and GIG-E Services
  - SONET/SDH, STM and OTU

### Technology

- Transtelco uses a variety of networking electronics and equipment that enable it to offer a variety of access level protocols including SONET, STM, DWDM and Ethernet

## DEDICATED IP ACCESS

### Product Summary

- Transtelco maintains relationships with 300 peering partners, including 11 carriers, which it connects to through its 61 POPs, enabling the Company to deliver flexible and superior Dedicated IP Access services to medium and large enterprise customers across the US and Mexico

### Markets Served

- Transtelco operates in several key POPs throughout its network including within the following Metro Markets

- Chihuahua
- Dallas
- El Paso
- Guadalajara
- Juárez
- Laredo
- Matamoros
- McAllen
- Mexicali
- Mexico City
- Monterrey
- Nogales
- Nuevo Laredo
- Piedras Negras
- Puebla
- Querétaro
- Reynosa
- Tijuana

### Major Peering Partners



## COLOCATION

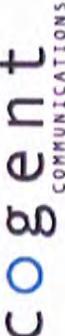
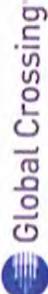
### Product Summary

- Data center colocation facilities feature customizable space and power to accommodate customers' unique requirements
  - Enable customers to store mission critical data and direct internet traffic to an off-site server that is controlled and monitored by Transtelco
  - Mitigate disaster recovery and regulatory compliance issues, internal network backhaul issues and costs associated with maintaining an internal IT department
- N+1 redundancy, full UPS power and generator backup to deliver the highest level of uptime available
- The Company's colocation services include:
  - AC/DC power configuration options:
    - AC Power – Available in 110v, 208v and 480v starting at 15-amps
    - DC Power – 48v DC power available starting at 10-amps
  - Rack Space, Cabinets and Custom Cages
  - Managed Colocation Services

### Colocation Facility Footprint

Dallas, TX.	<ul style="list-style-type: none"> <li>• 4316 Bryan Street Dallas, TX.</li> <li>• 32,000 Square Foot Facility in Dallas Central Business District</li> <li>• 2 MW Electric Capacity with Backup Generator</li> </ul>
El Paso, TX.	<ul style="list-style-type: none"> <li>• 500 W. Overland El Paso, TX.</li> <li>• 12,000 Square Foot Facility in El Paso Central Business District</li> <li>• 1 MW Electric Capacity with Backup Generator</li> </ul>

CURRENT CLIENTS - ENTERPRISE

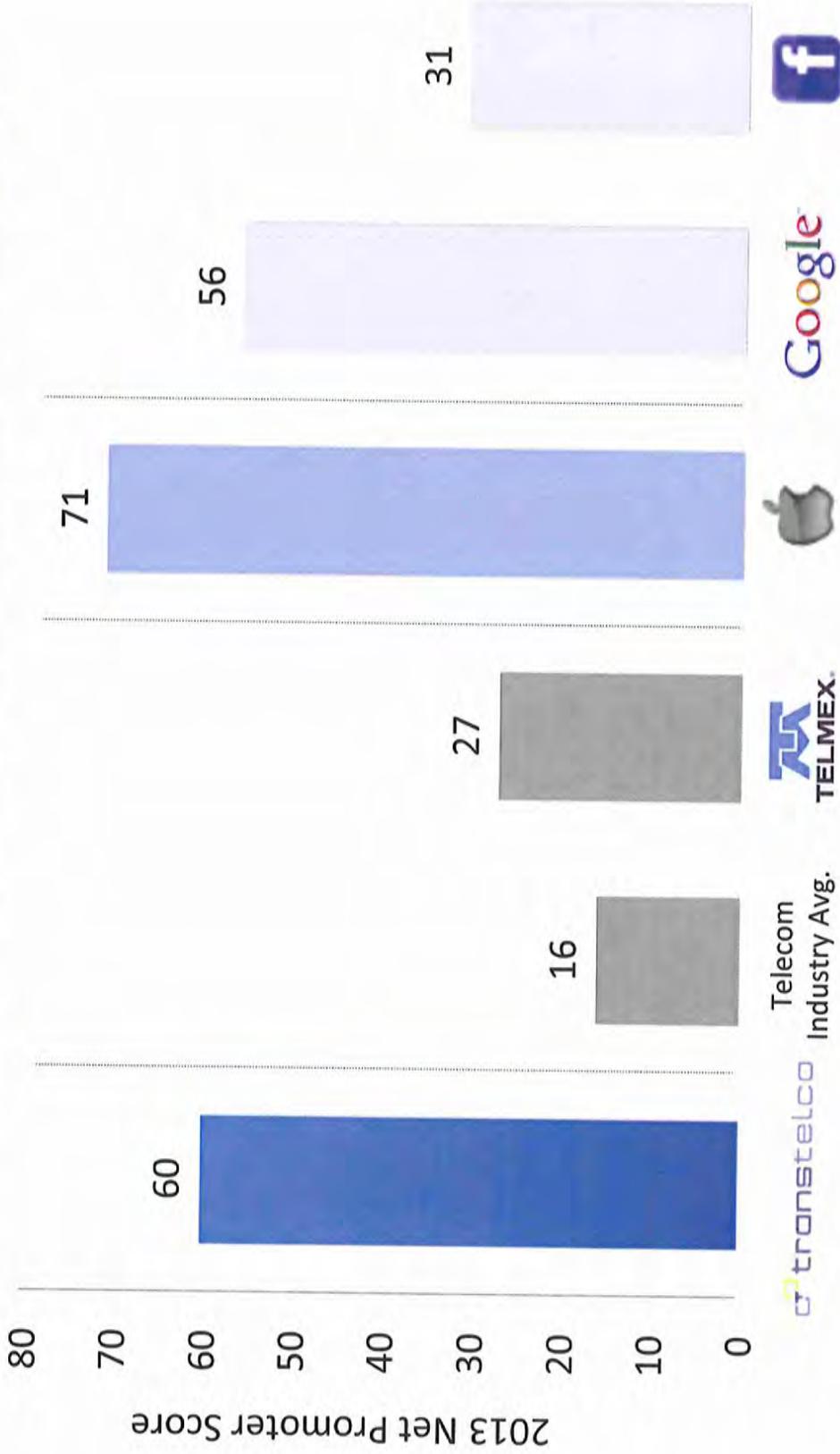
Industry / Segment	Clients	
Automotive	 	 
Consumer Electronics	 	 
Aerospace	 	
Technology	 	 
Education	 	
OEM Manufacturers	 	
Telecommunications	 	 

## CURRENT CLIENTS - WHOLESALE

Industry / Segment	Clients	
Mobile Network Operators		
Cable Network Operators		
Content Providers		
Facilities Based Resellers		
Full Service		
Full Service - Continued		
Voice Network Operators		

(1) Represents a peering relationship.

**NET PROMOTER SCORE INDICATES SUPERIOR CUSTOMER SATISFACTION**



2013 Net Promoter Score for Transtelco, taken during integration of XC Networks acquisition.

## CUSTOMER TESTIMONIALS VALIDATE VALUE PROPOSITION



"Great people to work with and very helpful." – **Isaias Almanza, Account Manager**



Javid LLC  
Javid de Mexico

"I have not experienced this kind of support from the previous service provider (Telmex). This gives me huge confidence and satisfaction to know that there is a very capable and trained team behind Transtelco's services. Please congratulate your team on my behalf." – **René Contreras, IT Systems Manager**



NEW MILLENNIUM  
BUILDING SYSTEMS

"Thanks for the great experience from sales to implementation. Sales was not overbearing and once implemented we had zero problems to switch the site over from the previous ISP. It went very smoothly, and the performance of the connection is outstanding. Great job, Transtelco." – **David Hauze, Director of IT**

AIR CRUISERS

"Your sales rep is fantastic! All questions are responded to in a timely manner, and I couldn't be more pleased with the service." – **Bob Schalhouh, Vice President – IT**



"Excellent service and unsurpassed availability." – **Luis Sayago, IT Systems Engineer**



Transtelco Inc. | 500 W Overland, El Paso, Texas, 79901 | 1-877-918-3526 | www.transtelco.net

### Service Order Form

Form Estimate #	2-990
Date	11/18/2014
Sales Rep	Jerry Tenison
Currency	USD
Term (Months)	36
Memo	
Data and Voice	

<b>Customer</b>
Sandra Hernandez City of Socorro 124 S. Horizon Blvd. Socorro TX 79927
<b>Customer Contacts</b>
Primary: Sandra Hernandez
Technical: Omar Guevara   Oguevara@ci.socorro.tx.us   (915) 238-7942
Billing: Sandra Hernandez

<b>Description</b>
Data and Voice

Qty	Description	Charge	C...	Unit	Location A	Location Z	Options	Amount
1	Internet Access (DIA)	MRR	10	Mbps	901 N Rio Vista, Socorro, Texas United States, 79927			1,471.40
1	Internet Access (DIA)	MRR	20	Mbps	670 Poona Road, El Paso, Texas United States,			1,544.20
1	Internet Access (DIA)	MRR	50	Mbps	124 Horizon Blvd., Socorro, Texas United States, 79927			2,006.20
1	Internet Access (DIA)	MRR	10	Mbps	241 Old Hueco Tanks Rd., El Paso, Texas United States, 79927			1,471.40
1	Internet Access (DIA)	MRR	10	Mbps	341 N. Moon Rd., Socorro, Texas United States, 79927			1,471.40
1	Internet Access (DIA)	MRR	20	Mbps	860 N. Rio Vista Rd., Socorro, Texas United States, 79927			1,544.20
2	VoIP Telephony Trunk: PRI Delivery. Each channel offers unlimited domestic long distance. Concurrent calls will be a function of the PBX system.	MRR	50	Trunk	901 N Rio Vista, Socorro, Texas United States, 79927		Country: USA	900.00

Special terms and Conditions: Transtelco Partners will notify the customer via email when the service has been tested, delivered and is ready for use. From this date the customer shall have five (5 ) business days in which to accept Service. If the Customer does not provide written notice of noncompliance within five (5 ) business days, billing will commence for the service. If Customer rejects Service, as evidenced by written notice to Provider that the Service is in material non-compliance with the Technical Specifications, Provider will bring Service in compliance with the Technical Specifications and notify Customer of compliance upon which a new five (5) business day period will commence.

**Transtelco Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Socorro**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ELP Tech**

P.O. Box 640883

El Paso, TX 79904

(915)491-1591

sales@elptech.com

<http://www.ELPTech.com>

**BID #14-008 Data  
(Fiber Optics) and Voice Services  
ATTN: SANDRA HERNANDEZ / CITY  
CLERK, 124. S. Horizon Blvd., Socorro,  
Texas 79927**



## ELP Tech

P.O. Box 640883  
El Paso, TX 79904  
(915)491-1591  
sales@elpotech.com  
http://www.ELPTech.com

## BID Submission

### City Of Socorro

### BID #14-008 Data (Fiber Optics) and Voice Services

Attn: Sandra Hernandez, City Clerk  
124 S. Horizon Blvd.  
Socorro, Texas 79927

This Bid Submission is for the RFQ on Data (Fiber Optics) and Voice Services for the City of Socorro. This bid submission complies with the listed Scope of work requirements on items 1 through 11. Pricing provided includes the listed Scope of Work on Items 1 through 11. Additional Information is provided within this bid submission. All Questions concerning this Bid Submission can be directed to sales@elpotech.com or by calling 915-491-1591.

## SERVICES

### Dedicated Internet Access (Fiber)

	QTY	Price	Monthly Cost
<b>Service Location 124 Horizon Blvd (Primary HUB):</b>			
50Mbps Fiber Dedicated Internet Access	1	\$ 1,278.00	\$ 1,278.00
Static IP's	1	0.00	0.00
<b>Service Location 901 N Rio Vista:</b>			
10Mbps Fiber Dedicated Internet Access	1	\$ 585.00	\$ 585.00
Static IP's	1	0.00	0.00
<b>Service Location 670 Poona:</b>			
20Mbps Fiber Dedicated Internet Access	1	\$ 914.00	\$ 914.00
Static IP's	1	0.00	0.00
<b>Service Location 241 Old HuecoTank:</b>			
10Mbps Fiber Dedicated Internet Access	1	\$ 585.00	\$ 585.00
Static IP's	1	0.00	0.00
<b>Service Location 341 N Moon:</b>			
10Mbps Fiber Dedicated Internet Access	1	\$ 585.00	\$ 585.00
Static IP's	1	0.00	0.00
<b>Service Location 860 N Rio Vista:</b>			
20Mbps Fiber Dedicated Internet Access	1	\$ 914.00	\$ 914.00
Static IP's	1	0.00	0.00

<b>\$ 4,861.00</b>	<b>Total</b>
<b>Monthly Reoccurring Cost</b>	

### Telephone Services

	QTY	Price	Monthly Cost
<b>Service Location 124 Horizon Blvd (Primary HUB):</b>			
Business Class Phone Lines (Analog)	23	\$ 34.95	\$ 803.85
Includes Unlimited Nationwide Long Distance Calls			
<b>Service Location 901 N Rio Vista:</b>			
Business Class Phone Lines (Analog)	10	\$ 34.95	\$ 349.50



Includes Unlimited Nationwide Long Distance Calls

**Service Location 670 Poona:** 10 \$ 34.95 \$ 349.50

Business Class Phone Lines (Analog)

Includes Unlimited Nationwide Long Distance Calls

**Service Location 241 Old HuecoTank:** 10 \$ 34.95 \$ 349.50

Business Class Phone Lines (Analog)

Includes Unlimited Nationwide Long Distance Calls

**Service Location 341 N Moon:** 10 \$ 34.95 \$ 349.50

Business Class Phone Lines (Analog)

Includes Unlimited Nationwide Long Distance Calls

**Service Location 860 N Rio Vista:** 1 \$ 425.00 \$ 425.00

23 Channel PRI Phone Service

Includes 100 DID's & 5000 Nationwide Long Distance Minutes

**\$ 2,626.85 Total**  
Monthly Reoccurring Cost

**One Time Installation Fees**

**Service Location:**

124 Horizon Blvd (Primary HUB) 1 \$ 500.00

316 Buford 1 \$ 500.00

901 N Rio Vista 1 \$ 500.00

670 Poona 1 \$ 500.00

241 Old HuecoTank 1 \$ 500.00

541 N Moon 1 \$ 500.00

860 N Rio Vista 1 \$ 500.00

**\$ 3,500.00 Total**  
One Time Charge

Taxes and fees are not included, if applicable.

Contract Terms: 5yrs

**Options**

1) To increased the number of Static IP's are : \$25.00 per month for 5ea.

2) Number of DID's for the PRI Phone Circuit can be increased to: \$20.00 per month for an additional 100 DID Numbers.

3) The amount of Nationwide Long Distance Minutes can be increased to: \$ 150.00 per month for an additional 5000 Minutes, which only applies to the PRI Phone Circuit.

4) All Internet speeds are upgradeable during the term of the agreement.

5) All Phone products are upgradeable during the term of the agreement.

6) The Dedicated Internet Access products as a whole can be seperatly purchased from the Telephone services.

7) This Bid Submission is Negotiable.

End of Submission



# **ELP Tech**

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## **Reference List:**

El Paso Heart Center

Teachers Federal Credit Union

El Paso First Light Credit Union

El Paso LTAC Hospital

FCTI ATM (ATM maintenance / work)

Rescue Mission of El Paso

Assured Benefits (El Paso police / fire pension fund)

Castro Enterprise (McDonalds)

Otero Prison (Chaparral)

Ft Bliss (German Military)

Holloman Air force Base (Air Defense)

Walmart (El Paso)

Lowes

Sam's Club

Target

Kmart

Fuddruckers

Ysleta Del Sur Pueblo

CSC Sugar (Global Co)

And More...



## Since July 2003 ELP Tech has been servicing the greater EL Paso and Surrounding Communities with the following products and services :

- **Support Services** makes it easy to respond to IT demands and complexities. We will provide you with expert assistance, tools and technologies that will keep users up and productive, allowing you to focus on business growth and stay competitive. Find out more about our industry-leading IT support options for your hardware and software systems.
  - **Proactive Maintenance**  
With scheduled assessments, streamlined patch management, regular system checks and detailed reporting, you'll prevent downtime.
  - **Parts and Labor Response Options**  
When you need parts or a technician, our same-day service options assist to keep things up and running.
  - **Support Assist**  
Keep troubleshooting to a minimum with our, automated support software that's available on select servers, networking and storage equipment.
  - **Specialized On-site Services**  
With additional on-site staff, get the on-the-spot help you need to improve response times and implement critical projects.
  
- **Information Security Services:** Information Security Services & Risk Assessment Solutions to protect government & corporations from cyber threats & meet compliance requirements.

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  - **Penetration Testing**  
Is your network locked down to prevent a determined attacker from getting in? A penetration test simulates a real-world cyber-attack to expose vulnerabilities.
  - 
  - **Managed Web Application Scanning**  
Need a way to proactively secure your internal and external web apps? Our Managed Web Application Scanning Service identifies vulnerabilities that could leave your network, data and applications open to a cyber-attack.
  - **Managed Vulnerability Scanning**  
Has your network applied the latest IT security patches? Have new devices been added? A Vulnerability Scan collects data needed for audits, meet compliance, and reduce cyber security risks.



# **Communication Solution Products**

**Is Provided, Installed and Maintained by Time Warner Cable and ELP Tech.**

**See attached brochures for more information.**

- **Voice Services Over Coax and Fiber**
  - **Business Class Phone (Analog) Lines**
  - **PRI (Primary Rate Interface) Services**
  - **SIP (Session Initiated Protocol) Services**
  
- **Internet Services**
  - **Coax from 7Mb to 100Mb**
  - **Dedicated Fiber 5Mb to 10Gb Synchronous**
  - **Static IP Provisioning**
  
- **Metro Ethernet (Fiber) Services**
  - **Point to Point**
  - **Point to Multi Point**
  - **Multi Point to Multi Point**
  - **From 5Mb to 10Gb**
  
- **Other Services**
  - **IP VPN**
  - **Managed Router Services**
  - **Managed Security Services**
  - **Hosted Exchange**
  - **Online Backup**
  - **TV/ Video Services**



# **ELP Tech**

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## **Conflict of Interest**

**1) According to Sandra Hernandez, City Clerk the Vendor conflict form is not required.**

**2) ELP Tech and or its members has no relationships with the Mayor or Members of the Socorro City Council.**



# Business Class Phone Feature Guide



Business Class Phone (BCP) from Time Warner Cable is the smart, reliable service that provides a variety of calling plans and enterprise-grade features that you control via our easy-to-use Voice Manager Portal. Below is a list of the more than 35 advanced features, most of which are included in the low monthly fee.

Feature Name	What It Allows You To Do	Included or Optional
<b>ACCOUNT CODES</b>	Keep track of client calls and billing via verified and non-verified Account Codes	
<b>ANONYMOUS CALL REJECT</b>	Block unwanted calls from callers who restrict sending caller ID information	
<b>CALL FORWARD</b>	Forward all calls to another 10-digit number of your choosing	
<b>CALL FORWARD BUSY</b>	Forward busy calls to another line	
<b>CALL FORWARD NO ANSWER</b>	Forward unanswered calls to another line	
<b>CALL LOGS</b>	Keep log of calls for 20 dialed, 20 received and 20 missed calls (60 total)	
<b>CALL RETURN</b>	Return call to the number of the last call made to line	
<b>CALL SCHEDULER</b>	Activate and manage when certain calling features are turned on – by time of day and day of week (through Voice Manager)	
<b>CALL TRANSFER</b>	Transfer a call from a BCP line to any 10-digit number	
<b>CALL WAITING</b>	Be alerted when another caller is calling in on the same line via a special tone alert	
<b>CALLER ID</b>	Display options for people receiving calls from your number	
<b>CALLER ID BLOCKING PER CALL</b>	Block your number from another phone's Caller ID for one call OR block one line from another phone's Caller ID	
<b>CALLER ID UNBLOCKING PER CALL</b>	Restore caller ID for one call when Caller ID Blocking per line is active	
<b>CUSTOM CALLER ID</b>	Determine the name and phone number that displays to people receiving a call from you through their caller ID	
<b>DO NOT DISTURB</b>	Set your phone to busy status	
<b>HOTLINE</b>	Pick up phone and it automatically dials a preset number	
<b>HUNT GROUPS</b>	Set up a system to roll calls (hunting) to other numbers within your office	
<b>CIRCULAR HUNT GROUPS</b>	Set up system to roll calls so if one line is busy the next available line will ring	
<b>SEQUENTIAL HUNT GROUPS</b>	Set up system to roll calls from the initial line to the next predetermined line in the hunt group. If one line is busy then the next available line will ring	
<b>UNIFORM HUNT GROUPS</b>	Set up system to allow sharing of a group of lines by many individuals for incoming calls; when any number in the hunt group is busy, the call will be delivered to the next idle line in the hunt group	
<b>INBOUND CALL RESTRICTIONS</b>	Restrict a line from receiving inbound calls. Line will allow outbound calls only	
<b>LAST NUMBER REDIAL</b>	Redial last number dialed	



Included



Additional Charge

# Business Class Phone Feature Guide



Feature Name	What It Allows You To Do	Included
<b>NETWORK ADDRESS BOOK</b>	Store network contacts. Can be synced from a network address book	
<b>OUTBOUND CALL RESTRICTIONS</b>	Set a line to be restricted from a choice of outbound calls including: outbound, 900, 900 and international, all calls with additional charges	
<b>SELECTIVE CALL FORWARD</b>	Check all incoming calls against a list of up to 30 numbers; if a match occurs, the incoming call is forwarded to the number specified	
<b>SELECTIVE CALL REJECTION</b>	Check all incoming calls against a list of up to 30 pre-selected numbers. If the number is on the list, the callers will hear a message saying call is not being accepted	
<b>SPEED DIAL</b>	Call frequently dialed numbers (up to 8 numbers) using one-digit dialing	
<b>SUSPENDED LINE</b>	Suspend all calls (allows 911 calls but does not suspend billing)	
<b>THREE-WAY CALL</b>	Add a third party to a call so a three-way conversation can be held	
<b>VOICE MANAGER</b>	Control your features and service in real time through an easy-to-use customer portal	
<b>VOICE MANAGER CONNECT</b>	Manage incoming calls via a downloadable software client	
<b>CALLER ID ON PC</b>	See incoming calls on your computer no matter where you are	
<b>CLICK TO DIAL</b>	Dial calls from contacts	
<b>CONTACTS</b>	Upload and manage contacts	
<b>VOICEMAIL ACCESS</b>	Listen to voicemail messages anywhere online	
<b>AUTO ATTENDANT</b>	Answer all incoming phone calls via a virtual receptionist and route those calls based on pre-determined settings	
<b>BUSINESS GROUP FEATURE PACKAGE</b>	Enable employees within a business group to share calls and use enterprise-grade calling features. Features include: 4-Digit Dialing, Call Hold / Release Call Hold, Direct Outward Dialing, Directed Call Park & Directed Call Retrieve, Directed Call Pick-Up	
<b>CUSTOM RING</b>	Allow up to 4 alternate phone numbers with different ring tones, to ring	
<b>INTERCEPT MESSAGE</b>	Set a message to notify callers that the number they are dialing is no longer valid and directs callers to a new or alternate number	
<b>MOBILITY PACKAGE</b>	Be in contact from virtually any location or device via four unique features	
<b>SIMULTANEOUS RING</b>	Ring up to 5 additional phone lines at the same time that a line is called	Included in Mobility Package
<b>SEQUENTIAL RING</b>	Ring up to 5 additional phone lines, in sequence when number is dialed	Included in Mobility Package
<b>PERSONAL ATTENDANT</b>	Program a call to be answered with a customer greeting, then route to voicemail, another number or a second announcement	Included in Mobility Package
<b>OFFICE ANYWHERE</b>	Place calls from remote phone as if you were in the office	Included in Mobility Package
<b>REMOTE CALL FORWARD</b>	Use a virtual number to automatically forward all calls to another TWC telephone number	
<b>VOICEMAIL</b>	Receive messages from callers—including calls to email alerts—via a variety of voicemail box setups including single, shared and group mailboxes	

Products and services not available in all areas. Some restrictions apply. Subject to change without notice. Time Warner Cable Business Class is a trademark of Time Warner Inc., used under license. ©2014 Time Warner Cable Enterprises, LLC. All rights reserved.

TIME WARNER CABLE BUSINESS CLASS

## Business Class Phone

As a business owner, you need one provider who can reliably deliver all of the powerful communication solutions necessary to compete in today's market. Time Warner Cable's Business Class Phone allows you to receive your Internet, Phone, Cable TV, Ethernet and Mobile services from one single provider.

Business Class Phone requires no investment in new equipment and allows you to keep your existing telephone numbers. In addition, you can also control the features of your phone service — enabling you to configure each line independently in order to meet your specific feature and call restriction requirements.

You can update these features in real-time to support your call management needs with our Business Class Voice Manager. This web-based portal enables Business Class Phone customers to control the provisioning and configuring of features, such as the ability to listen to voicemail online, Account Code Setup and remote access to Call Forwarding.

Important business-oriented features like Hunting, Inbound and Outbound Call Restrictions, Account Codes and Three-Way Call Transfer are included at no additional cost. Other optional features, including Business Groups, Auto Attendant, Group and Shared Mailboxes, are available at low monthly rates, making Business Class Phone an ideal choice for your voice communication needs.

Time Warner Cable Business Class offers a comprehensive suite of Internet, Phone, Cable TV, Ethernet and Mobile solutions. Contact your local Time Warner Cable office for a free consultation today on how we can help you best meet your business communication requirements.

- > **Convenience:**  
Easily provision and configure phone features on-demand with our real-time customer portal Business Class Voice Manager.
- > **Reliability:**  
Private, secure and reliable network resulting in high-quality call clarity.
- > **Customer Support:**  
Local, dedicated customer support representatives are available any time of day.
- > **Compatibility:**  
Works with industry-standard faxes, security systems, key systems and point-of-sale machines.



# Business Class Phone

## Benefits

- > No need to monitor long distance usage. Call anytime, anywhere within the United States, Canada, Puerto Rico, U.S. Virgin Islands, Guam and Saipan for a flat monthly fee
- > Business Group Features allow a group of telephone numbers to share calls and specialized calling features (Extension Dialing) for increased productivity
- > Discounts offered for bundling of services
- > Keep current telephone numbers and existing telephone equipment
- > Crystal-clear digital connections for all voice communications
- > One invoice for all Time Warner Cable services
- > Local, dedicated customer support

## Features

- > **Voice Manager** enables businesses to self-manage the features of their Business Class Phone, including voicemail online
- > **Caller ID via AIM** allows users logged into AOL Instant Messenger to view caller ID information
- > **Auto Attendant** allows a designated telephone number to be automatically answered with a user-defined menu
- > **Hunting** allows sharing of a group of lines by many individuals for incoming calls
- > **Business Voicemail<sup>1</sup>** is an optional, powerful voice messaging feature
- > **Account Codes** (Verified or Non-Verified) allow customers to assign codes to charge calls to user projects, departments or other special accounts
- > **Three-Way Call Transfer** allows a user to add a third party to an existing two-party call. Call originator can hang up and the remaining two parties can continue the call
- > **Caller ID Blocking/Unblocking** blocks/restores the delivery of the subscriber's name and number when a call is placed
- > **Remote Call Forwarding** enables incoming calls to be routed to another telephone number automatically
- > **Anonymous Call Reject** blocks unwanted calls from callers who restrict sending caller ID information
- > **Inbound/Outbound Call Restriction Options** allow a customer to restrict certain types of inbound and/or outbound calls on a per-line basis
- > **Enhanced 911** automatically provides name, telephone number and address to 911 emergency dispatchers
- > **Optional Unlimited Local and Unlimited In-State Calling Plans<sup>\*</sup>** allow you to choose the plan that best fits your needs
- > **Call Forward/Cancel Call Forward** allows all calls to be forwarded to/restored from a specified telephone number
- > **Call Forward Busy** sends calls to an alternate number when the subscriber's line is busy
- > **Call Forward No Answer** sends calls to an alternate number when the subscriber's line is unanswered after a specified number of rings

<sup>1</sup>Business Voicemail is available at additional cost.

<sup>\*</sup>Additional charges apply for taxes, fees, Directory Assistance, Operator Services, Long Distance calls (outside the local area or the state) and calls to international locations.

Business Class Phone does not include back-up power and should there be a power outage, Business Class Phone, including the ability to access 911 services, will not be available. Offer valid for business customers in Business Class Phone serviceable areas.

[www.twcbc.com/tx](http://www.twcbc.com/tx)

Time Warner Cable Business Class

Time Warner Cable Business Class Phone customer premise equipment is electrically powered and, in the event of a power outage or network failure, enhanced 9-1-1 ("E911") services may not be available.

Additional charges apply for taxes, fees, Directory Assistance, Voicemail, Special Calling Features, Operator Services and calls to international locations. Offer valid for business customers in Business Class Phone serviceable areas.

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 TIME WARNER CABLE  
**Business Class**

You first. The technology follows.<sup>®</sup>





# PRI and SIP Trunk Service Level Agreement



This document outlines the Service Level Agreement (“SLA”) for PRI and SIP Trunk voice service (the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual Service level, and any applicable

credits are issued only for the affected Service.

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time to Restore (“MTTR”)
99.99%	Priority 1 Outages within 4 hours

## II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption that interferes with the ability of a TWC PRI or SIP Trunk to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



# PRI and SIP Trunk Service Level Agreement



TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>a. Service Disruption resulting in a total loss of Service; or</li> <li>b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").</li> </ul>
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> <li>a. A service problem that does not impact the Service; or</li> <li>b. A single non-circuit specific quality of Service inquiry.</li> </ul>

## III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

## IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

<b>MTTR =</b>	<b>Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service</b>
	<b>Total number of Priority 1 Outage trouble tickets per On-Net Service</b>

## V. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.



# PRI and SIP Trunk Service Level Agreement



## Maintenance Windows:

Routine maintenance may be performed Monday – Friday midnight – 3 a.m. Local Time.

## VI. Remedies

### Outage Service Credits:

If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

Service Availability		Mean Time to Restore ("MTTR")	
Downtime	Service Credit	MTTR	Service Credit
>1 hour ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
>24 hours	10%	> 8 hours	10%

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

### Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for credits in three (3) consecutive calendar months, then Customer may terminate the affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the affected Service; (ii) Customer must exercise its rights to terminate the affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.



# PRI and SIP Trunk Service Level Agreement



## Comprehensive Solutions Working Together for Your Business

At Time Warner Cable Business Class, we know the path to success begins with a deep understanding of your business challenges and requirements. That's why we have a dedicated account team that will work with you to carefully assess your needs – then recommend customizable, scalable and cost-effective solutions that fit your budget and help meet your growing demands.

Our complete suite of enterprise-class business solutions includes **INTERNET, VOICE, TELEVISION, NETWORK SERVICES** and **CLOUD SERVICES** – enabling you to work with a single-source provider for all your needs. Backed by our advanced, fiber-rich network and competitive SLAs – you can count on reliable connectivity from a trusted partner.

**LEARN MORE** | [business.twc.com](http://business.twc.com)



# Dedicated Internet Access Service Level Agreement



This document outlines the Service Level Agreement (“SLA”) for Dedicated Internet Access (“DIA”) fiber-based service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not any

portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”).

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Round trip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

## II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



# Dedicated Internet Access Service Level Agreement



TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>a. Service Disruption resulting in a total loss of Service; or</li> <li>b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").</li> </ul>
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> <li>a. A service problem that does not impact the Service; or</li> <li>b. A single non-circuit specific quality of Service inquiry.</li> </ul>

## III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

## IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$



# Dedicated Internet Access Service Level Agreement



## V. Latency / Frame Delay

Latency or Frame Delay is the average round trip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The round trip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer dedicated access port at the Customer premises to the TWC Internet access router in a round trip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the round trip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

## VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

## VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$



# Dedicated Internet Access Service Level Agreement



## VIII. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

## IX. Remedies

### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Round trip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.



# Dedicated Internet Access Service Level Agreement



## Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

## Comprehensive Solutions Working Together for Your Business

At Time Warner Cable Business Class we know the path to success begins with a deep understanding of your business challenges and requirements. That's why we have a dedicated account team that will work with you to carefully assess your needs – then recommend customizable, scalable and cost-effective solutions that fit your budget and help meet your growing demands.

Our complete suite of enterprise-class business solutions include **INTERNET, VOICE, TELEVISION, NETWORK SERVICES** and **CLOUD SERVICES** – enabling you to work with a single-source provider for all your needs. Backed by our fiber-rich network and competitive SLAs – you can count on reliable connectivity from a trusted partner.

**LEARN MORE** | [business.twc.com](http://business.twc.com)



TIME WARNER CABLE BUSINESS CLASS

## Dedicated Internet Access

For organizations with multiple branch offices, or a large number of telecommuting employees, reliable, secure, online Internet connectivity is critical. Dedicated Internet Access, from Time Warner Cable Business Class, provides that connectivity on a high-capacity fiber network that can deliver a dedicated and continuous link between your local area network (LAN) and the Internet. In fact, because our network is based on the same Ethernet protocol used for LAN connectivity, you can leverage your existing technical expertise without incurring costs to train your IT staff.

Additionally, we understand that every organization has unique communication needs; that's why we offer connectivity speeds ranging from 5 Mbps to 10 Gbps — so you get the exact bandwidth that matches your specific business requirements. And, we provide Service Level Agreements to ensure high performance and availability for your mission-critical operations.

Time Warner Cable Business Class offers a comprehensive suite of data, security and video communication solutions. Contact your local Time Warner Cable office for a consultation on how to best meet your business communication requirements.

- > **Dedicated Connectivity**  
continuous connectivity between your LAN and the Internet
- > **Flexible Bandwidth Options**  
speeds ranging from 5 Mbps to 10 Gbps
- > **SLAs**  
stringent Service Level Agreements and advanced monitoring tools to ensure high performance

 TIME WARNER CABLE  
**Business Class**<sup>®</sup>

You first. The technology follows.<sup>™</sup>

# Dedicated Internet Access

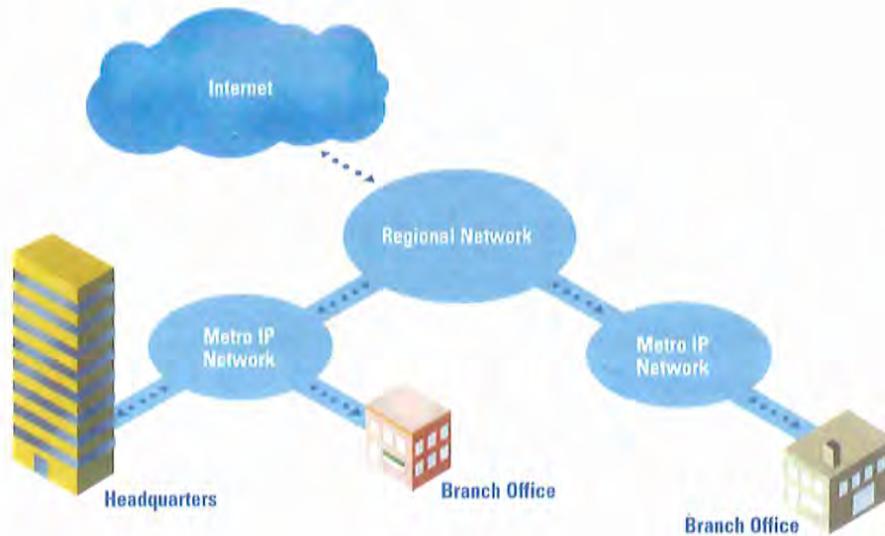
## Benefits

- > High-bandwidth, dedicated access using optic fiber technology
- > Range of bandwidth options and variety of connectivity choices
- > Reliable, secure connectivity
- > Dedicated local account management, providing a single point of contact
- > Scalable bandwidth from 5 Mbps to over 10 Gbps\*
- > A network infrastructure that exceeds business demands for network availability and performance

## Features

- > Dedicated Internet Access over the Time Warner Cable Business Class fiber network
- > Receive Internet service whether your business is in a metropolitan or suburban area by taking advantage of the reach of our fiber-rich architecture
- > High-performance monitoring tools to validate the uptime of your dedicated Internet connection
- > Dedicated 24/7 customer support to address any questions

## Dedicated Internet Options



[www.twcabc.com/tx](http://www.twcabc.com/tx)

Time Warner Cable Business Class

\* Not all configurations available in all markets. Please contact a Time Warner Cable Account Representative for a consultation.

Products and services not available in all areas. Actual speeds may vary. Subject to change without notice. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. ©2010 Time Warner Cable. All rights reserved.

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 TIME WARNER CABLE  
**Business Class**<sup>®</sup>

You first. The technology follows.<sup>™</sup>

## TIME WARNER CABLE BUSINESS CLASS

# Business Class PRI

Business Class PRI (Primary Rate Interface) is a fiber-based voice solution that allows your business to obtain a highly reliable and cost-effective voice service, delivered over our scalable fiber optic network. TWCBC's PRI service supports simultaneous voice calls using an industry standard primary rate interface T-1.

Business Class PRI utilizes the latest fiber technology, which operates over Time Warner Cable Business Class' wholly owned network. From a dedicated fiber connection, voice signals are converted into PRI protocol, enabling businesses to use their existing equipment and keep their existing telephone numbers. Unlimited local calling is included with the service, and Caller ID (name and number) is also included at no additional charge.

Time Warner Cable Business Class offers a comprehensive suite of data, voice and video communication solutions. Contact your local Time Warner Cable office for a consultation on how to best meet your business communication needs.

- > **Network Topology** — Unlike competitors, TWCBC's wholly owned fiber network offers a true alternative to relying on the ILEC for last-mile access to a customer's location.
- > **Technology** — Business Class PRI leverages Internet Protocol (IP) technology across TWCBC's private network to provide a secure and reliable voice service.
- > **Customer Support** — 24/7 customer service and technical support supplied by local, dedicated account support specialists.
- > **Custom Solutions** — Take advantage of the added efficiency of packaging Dedicated Internet Access with Business Class PRI.
- > **Convenience** — Enjoy the benefit of getting all your communication services from a single provider, with only one invoice and point of contact.

# Business Class PRI

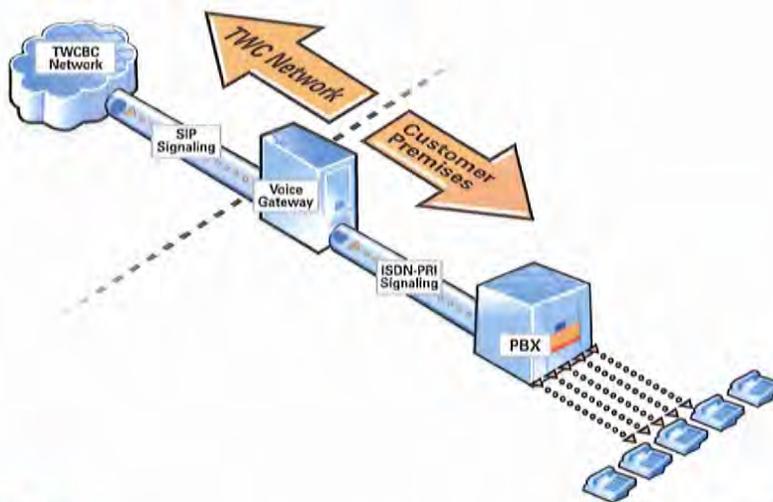
## Benefits

- > Enjoy dedicated fiber connectivity on a private network owned by Time Warner Cable Business Class
- > Alternative to relying on the local phone company for last-mile access
- > Reliable, local dedicated customer support specialists available 24/7
- > Total number of trunks required may be reduced due to BC PRI's faster call setup
- > Keep existing equipment and current telephone numbers
- > Includes Caller ID (name and number) which provides pertinent customer information before calls are answered
- > One invoice for all Time Warner Cable Business Class services
- > Discounts available for bundled services
- > Unlimited local calling plan

## Features

- > Unlimited Local Service Calling Plan pricing, with bundle and term discounts available
- > Multiple 23B+D Configurations where each PRI delivers 23 bearer "B" channels and one high speed signaling "D" channel
- > Caller ID for Inbound Calls displays the name and number of the calling party
- > Direct Inward Dialing (DID)/ Direct Outward Dialing (DOD) provides each station user with a telephone number, allowing incoming and outgoing calls to bypass an attendant and reach a user or dialed party directly
- > Online Call Detail Web-based portal displays 4 months of on-demand call detail history
- > On-Demand Analysis Reports track day-of-week and time-of-day usage, as well as top ten highest cost calls
- > Remote Call Forwarding is available, with multiple paths at no additional cost
- > Inbound/Outbound Call Blocking Options enable blocking of various call types that generate additional charges (e.g., collect calls, 900 numbers and 411 calls)
- > Calling Name and Number Delivery for Outbound Calls displays the name and number of your business to recipients of calls placed by your business

## Business Class PRI Network



Time Warner Cable Business Class  
 5001 Spring Valley Rd., Suite 300 East  
 Dallas, TX 75244

\* Not all configurations available in all markets. Please contact a Time Warner Cable Account Representative for a consultation. Products and services may not be available in all areas. Some restrictions may apply. Subject to change without notice. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. ©2010 Time Warner Cable. All rights reserved.

November 20, 2014

Sandra Hernandez  
City Clerk  
The City of Socorro, Texas  
124 S. Horizon Blvd.  
Socorro, Texas

RE: Bid #14-008 Dark (Fiber Optics) and Voice Services

Dear Ms. Hernandez,

Level 3 Communications and **tw telecom** have come together to create a premier provider of communications services globally supporting enterprise, government and wholesale customers. The combined company of Level 3 and **tw telecom** has a comprehensive portfolio of highly secure, managed solutions that includes metropolitan and global fiber, IP-based voice and data communications, an award winning bandwidth on demand capability, metro and wide-area Ethernet services, video and content distribution, security, data center and cloud-based solutions.

More than ever, business success depends on the reliability and scalability of a company's communications network. In responding to your RFP from The City of Socorro, Texas (Socorro), Level 3 will fully answer your questions and describe how our solutions address your business needs and goals.

Level 3 has developed the enclosed solution to meet your requirements, with emphasis placed on the following challenges and how Level 3 addresses these needs:

- Cost-Effective Solutions
- Personalized Customer Service
- Customized Leading-Edge Technology

Our proposed service offers an exceptional combination of experience and resources to address your issues and deliver cost-effective solutions. Level 3 is one of the nation's top three providers of Business Ethernet, and we connect more commercial buildings to our fiber optic network than any other commercial provider. Level 3's powerful fiber networks, operational excellence, and responsive customer care deliver unsurpassed value.

We appreciate the opportunity to submit this response and look forward to helping Socorro achieve its business goals. We want to earn your trust for many years to come. Please feel free to contact me if you have any questions. We look forward to the next step in your selection process.

Sincerely,

Jorge Barrera  
Account Executive II

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Level 3 Communications, LLC ("Level 3") has made every effort to provide accurate and relevant information in this proposal. Occasionally, however, it is necessary for Level 3 to make assumptions in order to formulate a timely proposal. Level 3 therefore reserves the right to correct any errors included in this proposal. Notwithstanding anything in this proposal to the contrary, the terms hereof are non-binding and Level 3 shall be legally bound only upon execution of a mutually agreed definitive agreement.



## Table of Contents

Executive Summary .....	1
Scope of Work.....	5
Solution and Drawing .....	8
Pricing .....	9
Conflict of Interest .....	10
Product Information.....	11

## Executive Summary

Whether it is a local police department or the White House, government agencies and elected officials need reliable, mission-critical applications; and the highly confidential nature of government services makes communication and data security of paramount importance. To ensure that on-line government services stay up-and-running, you need your network provider to offer 24x7x365 support and responsive customer service.

Government entities—federal, state, and local—all face budget constraints due to stagnant tax revenues stemming from the country's economic crises. Although the economy is beginning to rebound, procurement offices remain diligent in their quest to purchase technology systems that represent the best value to the tax payer.

Level 3 appreciates the unique, sensitive, and often highly confidential needs of government agencies such as Socorro. We work diligently to help you navigate the fast-paced changes in technology, make informed decisions on tools and services designed for your needs, and ensure that your network supports your public service role. Level 3 has vast experience serving the government sector and can help you implement the best and most cost-effective networking solutions to meet your needs.

## Socorro's Challenges and Level 3's Business Solutions

Level 3 understands your market, but it is more important that we address your specific network-related issues. Below are some of the most relevant challenges that we believe you want to address.

### Cost-Effective Solutions

Government finance officers are faced with the dilemma of funding government services and operations with projected tax revenues that fluctuate widely—especially in recent years. At Socorro, when you make investments in critical network technologies, you want to save money wherever possible—money you can allocate to other important government projects and services.

Level 3 understands your need to access leading-edge technology at the most reasonable costs. We have dedicated a specialized team of professionals to develop the attached cost-effective solution according to your specific needs, enabling access to our robust and advanced communications platforms.

### Personalized Customer Service

At Socorro, you work diligently to deliver important government programs and services. You need your network provider to eliminate any bureaucracy and obstacles that may potentially affect your constituents and frustrate your staff. You need a provider who makes obtaining assistance easy, and who is available 24x7x365 to serve you better.

What really sets Level 3 apart from our competitors is our dedication to providing a superior customer experience.



## Passionate People

Our people are your advocates. Both before and after the sale, our employees are empowered to advise and deliver the right solutions. No bureaucracy, no runaround, just dedicated people who listen carefully, respond quickly, and make things happen.

## Personalized Service Interaction

Our service model is unique, with local sales, engineering, and operations teams within all of our 80 markets. These resources are also supported by two centralized National Operations Centers, so you benefit from the superior personal service of a local business with the sophisticated resources of a major national provider, all at the same time.

In addition to your local service team and national support, Level 3 gives you visibility and control over your accounts with our customer portal, MyPortal. MyPortal gives you real-time access to information about your account, performance, billing, and trouble tickets, as well as convenient options for communicating with Level 3.

## Voice of the Customer

Through collaboration, we have enhanced our business to create a stronger experience for you. As a trusted advisor to your business, we listen and take action.

Listening to and incorporating customer feedback has allowed Level 3 to drive customer loyalty and satisfaction. In fact, we have some of the highest customer satisfaction scores in the industry.

## Customized Leading-Edge Technology

Given the reality of stagnant tax revenues, at Socorro, you cannot afford to invest in new technology just for the sake of having the latest-and-greatest; rather, public services and operational demands dictate your expenditures on communications systems and services. Over the past few years, some of your existing technologies may have become somewhat obsolete. Moving forward, you want to ensure that your systems provide the necessary capacity to efficiently provide required government services.

Level 3's team of industry veterans has developed the enclosed solution based on your specific network needs. Level 3 has the national capability, robust product portfolio, and national/local customer care teams to support mission-critical enterprise applications and to deliver the industry's most sought after customer experience.

We have designed innovative products and services to deliver real solutions, desired benefits, and competitive prices to help you succeed:

- 2014 Frost & Sullivan Excellence in Best Practices Award for:
  - North American Wholesale Wavelength Services Market Share Leadership
  - North American VoIP Access and SIP Trunking Services Competitive Strategy Leadership
- 2014 Atlantic-ACM U.S. Long Haul Wholesale Service Provider Excellence Award for Brand
- 2013 Frost & Sullivan Best Practices Award for: Latin America; Competitive Strategy Innovation & Leadership Award – Telecom Equipment and Solutions
- 2013 Frost & Sullivan Growth, Innovation & Leadership Award for U.S. Dedicated Internet Access (DIA) Services Growth Leadership
- 2013 Capacity Magazine, Global Carrier Awards for:
  - Best Global Wholesale Carrier
  - Best Latin American Wholesale Carrier

- Best Marketing Team
- 2013 U.S. Long Haul Wholesale Carrier Excellence Awards for Data Quality, Sales Reps and Voice Price
- 2013 Atlantic-ACM Customer Choice Award for Overall Metro Carrier Excellence, Large Carriers
- 2013 Atlantic-ACM Metro Wholesale Provider Excellence Awards for Midsized and Under Provider Voice Value
- 2013 Atlantic-ACM Carrier Excellence Awards for Enterprise Business Connectivity for Large Service Provider Brand and Network Performance, Atlantic-ACM
- 2012 Frost & Sullivan Best Practice Award for Latin American Growth Leadership in Data Communications Services

## Network Solutions

One size never fits all. Level 3 designs specific solution strategies to help you accomplish your business goals. Based on your business requirements as discussed in this RFP, we propose the following product solutions:

### Voice Services

With Level 3, you will never have to worry about your voice solutions being crystal clear, no matter where they are heard. Choose from a wide range of voice solutions, including local voice, data and video, long distance, IP Conferencing, or even dedicated high-capacity lines—all designed to deliver the bandwidth you need anytime, anywhere.

### IP and Managed Services

Level 3's fully redundant and diverse network solutions support a variety of applications. With our Managed Services suite, you can focus on your core business, enhance value for your organization and customers, and minimize your total cost of ownership. For Socorro, Level 3 recommends the following services:

- **Internet Services:** our secure, reliable, super-high-speed connections give you anytime, anywhere access and even allow you to create your own set of Internet access tools

## Business Strengths That Make a Difference

Level 3 offers a portfolio of customer solutions with predictable and reliable service quality that we believe is leading the industry. We design and deliver scalable and efficient solutions that enable our customers' complex and evolving business applications. We believe there are significant differences between providers—differences that affect the success of your network operations. Level 3 has many business strengths that differentiate us from the competition and ensure we deliver the positive results our customers expect. Below are several of the distinguishing characteristics we believe are most relevant to Socorro.

### A Trusted Voice

Level 3's objective is to be the leading national provider of high-quality business networking solutions that leverage our integrated network, operational capabilities, dedicated people, local presence, personalized customer experience, and advanced support systems to meet the complex and evolving needs of our customers.

Industry Leadership:

- 2013 Light Reading Leading Lights Most Innovative Ethernet/Optical Solution of the Year award for Level 3's E-Access "One to Many" solution
- 2013 "Best in Class" for Data Value, Voice Value, Customer Service, Billing and Sales Reps awarded by ATLANTIC-ACM and based on results from all North American service providers (five "Best in Class" awards in five categories)
- 2012 North America Carrier Ethernet Award for Best Ethernet Business Application, presented by the Metro Ethernet Forum
- 2012 Product of the Year Awards—Dynamic Capacity<sup>SM</sup> and E-Access—presented by Internet Telephony and TMC.net
- 2012 Frost & Sullivan Growth Leadership Award for Retail Carrier Ethernet Services

Level 3 provides personalized service to move your business forward. We see it as less of a business-to-business transaction and more as a people-to-people dedicated partnership. Level 3 is a trusted voice in telecommunications—ready to help your business succeed.

### **Connecting More Commercial Buildings**

Whether you need to connect across town, throughout the country, or around the world, Level 3 is everywhere you need to be. Our national fiber infrastructure network connects directly to more commercial buildings than any other competitive provider. Our fiber networks also connect to over 400 key third-party data centers across the country where customers deploy their own equipment or connect to cloud service providers.

### **Growing Infrastructure**

Level 3 is growing our network at a tremendous rate to meet our customers' future business needs. Level 3 runs over 200,000 route miles of fiber network globally connecting over 60 countries and counting. We continue to extend our fiber footprint within our existing markets by connecting our network to additional locations and expanding our data, voice, and IP networking capabilities between our markets, thereby supporting secure end-to-end business Ethernet, IP VPN, and converged solutions for customers.

## Scope of Work

**Scope of Work:** Provide Voice and Data (Fiber Optics) services to all City of Socorro Buildings.

1. **Installation, splicing, termination, testing, labeling and documentation of new inter building fiber optic communication cable between buildings as specified on the drawings.**

**Level 3 Response:**

## Your Implementation Team and Ordering Guidelines

In addition to your Level 3 account representative, an implementation team will be assigned to your account to ensure a smooth installation.

- Customer Project Coordinator (CPC) or Customer Project Manager (CPM): Responsible for management of your installation and will be in close contact with you throughout the process. You may contact your CPC/CPM at any time if you have questions or concerns.
- Technical Specialists: Available throughout the process to answer questions or assist if your requirements change.
- Local Operations: Local technicians will be assigned to activate your service.
- National Operations Centers (NOCs): NOC specialists will be assigned to provision your services.

## Tentative Due Date

After your order is entered, you will receive an e-mail that verifies the tentative due date. It will also contain more detailed technical information about your installation.

## Circuit Design & Delivery

Level 3 will deliver services either over a Level 3-owned facility or through a circuit from your Local Exchange Company (LEC). This LEC circuit would connect to Level 3's network. In this case, you will be contacted when Level 3 has received a committed date from the LEC.

## Firm Order Commitment (FOC)

After Level 3 has confirmed all the elements necessary to provide your service, Socorro will be contacted to schedule the installation. Your CPC/CPM will then e-mail the FOC to you and to your vendors (if requested). This FOC is our commitment to deliver the services ordered on the agreed upon date. If you wish to modify the services or the installation date after you receive the FOC, a change fee will occur.

## Internet services

If your service includes Internet Access, you or your IT contact will receive an e-mail containing vital information about your IP service. If you are working with a vendor, please ensure this information is communicated to the vendor.

## Circuit Test/Equipment Delivery & Installation

Socorro will be contacted by a Level 3 technician to schedule a time to test the connection between your location and the Level 3 network. If your services require Level 3 equipment, you will need to provide adequate space and power for the equipment.

## Installation

On the day/hour of your installation, a Level 3 technician will contact you (on site or via telephone) to activate and test the services.

Risk assessment and critical path analysis is required for all projects. Level 3 Project Managers have full authority to implement risk mitigation and have a sound foundation in risk management theory and practice. Upon analysis of the critical path, the Project Manager also has escalation authority to compress timelines as needed.

Level 3 maintains a "governance dashboard" that tracks all current projects including: percentage of completion, issues, schedule changes, watch lists, accomplishments and upcoming milestones. A summary of the dashboard is presented to Level 3 executives on a weekly basis.

- 2. The installation environment should include tie in and coordination with existing and new optical fiber and copper facilities, underground duct banks, direct-buried conduit, utility tunnel pathways.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

- 3. The Contractor shall be responsible for: placement of cable, installation and attachment of cable to support devices within the utility tunnel system, underground structures, and pole lines, the placement of conduit, the installation of pull-boxes, the furnishings of fiber optic splice closures, and installation of termination hardware, and other as specified by IT.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

- 4. Contractor shall be responsible for providing and installing grounding and bonding materials, duct plugs, and fire stopping materials as required to complete the installation.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

- 5. Other incidental hardware and appliances, necessary for the proper performance and operation of the communication cable system, which are consistent with the practices of cable installation, are to be provided by the Contractor as required to complete the installation.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

- 6. The Contractor is responsible for any damages to any utility caused during construction in any area where a utility has been located.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

- 7. The Contractor shall complete all work and provide a complete report of the Fiber Optics cabling system to meet IT Network System Design. The scheduled date for completion of fiber optic cabling and associated copper systems shall incorporate the activation dates for services including Voice, and Data.**

**Level 3 Response:**

Level 3 has read, understands and will comply.

8. The main Equipment Room and each Telecommunications Room shall house both voice and data backbone cabling and active equipment to support networking requirements. The Equipment Room in most cases shall be the main point of entry for outside services as well as main distribution point for all backbone cabling.

**Level 3 Response:**

Level 3 has read, understands and will comply.

9. All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. All conductors and fibers of each installed cable shall be verified useable prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced at the providers expense.

**Level 3 Response:**

Level 3 has read, understands and will comply.

10. The Contractor shall conduct field inspections to coordinate, verify and/or determine the actual as-built locations of conduits, manholes, and all other special facilities that affect the installation, prior to commencing the installation in any area.

**Level 3 Response:**

Level 3 has read, understands and will comply.

11. IT will inspect installation in progress. It is the responsibility of the Contractor to schedule regular and milestone inspection times with IT. It is incumbent upon the Contractor to verify that the installation and material used has been inspected before it is enclosed within building features, buried, or otherwise hidden from view. The Contractor shall bear costs associated with uncovering or exposing installations or features that have not been inspected.

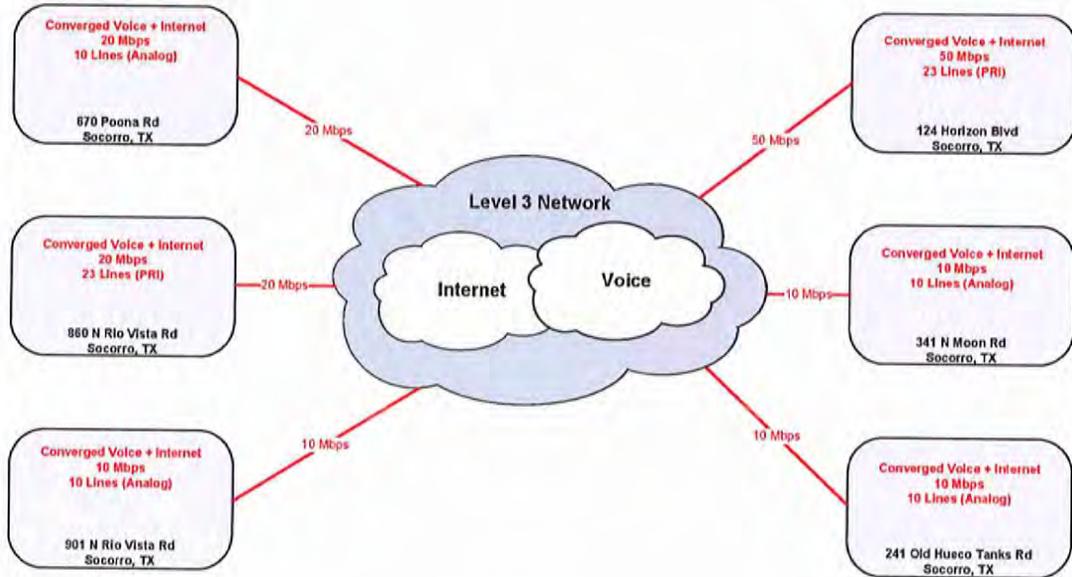
**Level 3 Response:**

Level 3 has read, understands and will comply.

# Solution and Drawing



<b>City of Socorro</b>	
Originating City: El Paso	
AE: Jorge Barrera	NAE: Steve Kroger



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Customer: City of Socorro  
 Quote Term: 36 Months  
 Quote Issue Date: November 20, 2014

Address	Status	Service	Bandwidth	Access MRC	Transport MRC	Total MRC	Total MRC	Long Distance Rates per Minute		
								Outbound 1+ Interstate	Outbound 1+ IntraState	Inbound 8XX IntraState
124 Horizon Boulevard Socorro, TX, 79927-2620	On-Net Ethernet	Converged Voice + Internet	50 Mbps	\$1,086.48	\$0.00	\$1,086.48	\$ -	0.0200	\$ -	0.0400
241 Old Hueco Tanks Road Socorro, TX, 79927-4226	Off-Net Finished Ethernet	Converged Voice + Internet	10 Mbps	\$393.84	\$821.61	\$1,315.45	\$ -			
341 N Moon Road Socorro, TX, 79927-4261	Off-Net Finished Ethernet	Converged Voice + Internet	10 Mbps	\$393.84	\$821.61	\$1,315.45	\$ -			
670 Poona Road Socorro, TX, 79927-5047	Off-Net Finished Ethernet	Converged Voice + Internet	20 Mbps	\$531.36	\$1,070.98	\$1,602.34	\$ -			
860 N Rio Vista Road Socorro, TX, 79927-4602	Off-Net Finished Ethernet	Converged Voice + Internet	20 Mbps	\$531.36	\$1,070.98	\$1,602.34	\$ -			
901 N Rio Vista Road Socorro, TX, 79927-4615	Off-Net Finished Ethernet	Converged Voice + Internet	10 Mbps	\$393.84	\$821.61	\$1,315.45	\$ -			
<b>Totals:</b>						<b>\$8,237.51</b>	<b>\$ -</b>			

**Pricing Notes**

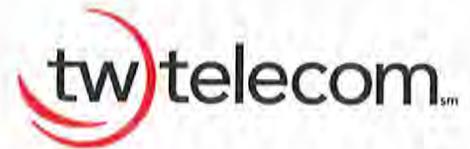
- This quote is valid for 90 days from the issue date.
- This quote does not guarantee delivery of Service; Service delivery and installation are subject to determination by tw telecom.
- The quote is contingent upon available facilities and/or capacity and is subject to confirmation by tw telecom.
- The quote is contingent upon the Customer's ability to pay for the Service on a timely basis.
- Pricing set forth herein assumes 100% early termination fee (ETF) for the Service.
- This quote supersedes any previously quoted between the Customer and tw telecom.
- All information herein is confidential and intended solely for the Customer's benefit. The Customer shall not disclose information contained herein to any other parties.
- This quote does not include applicable taxes, surcharges, or other fees.



## **Conflict of Interest**

Upon award, Level 3 is interested in working on a statement that suits the City's needs.

## Service Level Agreement and Product Description



### Switched Services a/k/a Voice Services

#### I. Product Description

The Switched Services a/k/a Voice Services identified below are described in TWTC's applicable tariff and may be modified from time to time. The Switched Services are provided subject to the terms and conditions set forth in TWTC's applicable tariff or price list on file with the appropriate public utilities commission or similar regulatory body (or, in Oregon, North Carolina and Indiana, subject to the terms and conditions of the Agreement) and/or posted to the Website ([www.twtelecom.com](http://www.twtelecom.com)). Switched Services include:

#### **Voice T1 Business Lines**

For the Switched Services identified above, flat, measured, and message rated local usage is only available in certain TWTC markets.

TWTC will require a Letter of Authorization ("LOA")/Carrier Facility Assignment ("CFA") when Customer intends to connect to facilities that it does not own and acknowledges that it is responsible for maintaining a current LOA/CFA. If Customer fails to maintain any necessary LOA/CFA for a Switched Service ordered hereunder, TWTC may terminate such Switched Service following prior written notice to Customer, and Customer must pay termination liability as set forth in the Agreement.

Customer represents and warrants that the Switched Services purchased hereunder are for retail purposes only. TWTC does not support Customer's resale of Switched Services to any End User including, but not limited to, providing individual End User support for E911 addressing, local number portability, calling name delivery, End User billing, and directory listings. The Switched Services purchased hereunder will be subject to taxes, fees, and assessments based on Customer's use of them as a retail End User.

Customer represents and warrants that its transmissions of voice and data traffic will originate from either (i) the Customer's service address or (ii) the local calling area from which Customer is purchasing a Foreign Exchange (FX) product; and all traffic not destined for the Customer's pre-selected IXC or dedicated special access facility shall terminate in the same local calling area as Customer's service address or at a modem data service located in the same local calling area. A breach of this representation and warranty is a material breach of the Agreement, and TWTC may terminate the applicable Service following ten days written notice and charge termination liability. Customer agrees to notify TWTC immediately if it violates this provision. If Customer breaches this provision, it also must indemnify, defend and hold TWTC harmless from all claims, demands, damages, losses, liabilities and expenses of any nature arising from such breach, including indirect, special, incidental, consequential, punitive or reliance damages and all costs including attorneys' fees associated with enforcing this provision.

Customer represents and warrants that it will not use the Switched Services to provide voice content related services such as chat lines. A breach of this representation and warranty is a material breach of this Agreement, and TWTC may immediately terminate the Switched Services and charge applicable termination liability. Customer agrees to notify TWTC immediately if it violates this representation and warranty. If

Customer breaches this provision, it also must indemnify, defend and hold TWTC harmless from all claims, demands, damages, losses, liabilities and expenses of any nature arising from such breach, including indirect, special, incidental, consequential, punitive or reliance damages and all costs including attorneys' fees associated with enforcing this provision.

Customer acknowledges and understands that in the event 911 is dialed all voice services are configured to provide only the Customer's Billing Telephone Number ("BTN") and the physical service address for the BTN to emergency response organizations (911/E911 or Public Safety Answering Point "PSAP"). Calls to 911 that originate on Intercity Switched Service ("ISS") and Local Reach Service will be completely blocked. Calls to 911 that originate on Expanded Exchange Service ("EES"), or from locations other than the Customer's physical service address associated with the BTN, will not be directed to a PSAP capable of responding to the emergency condition. Additionally, TWTC cannot identify, control or track the location of individual end-user stations, or the method of connecting end-user stations configured by Customer. Neither TWTC nor its affiliates are responsible for providing end user location information to the E911 system. If Customer uses any form of Private Switch/Automatic Location Identification ("PS/ALI") capability to identify individual stations from which E911 calls originate, Customer must first arrange in writing with TWTC to obtain a special E911 feature or else emergency authorities will not be able to identify individual station locations.

**Federal Subscriber Line Charges ("FSLC")**

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak, ISDN PRIs, Digital and Analog Trunks, Complete Lines and Business Line services not a part of an integrated package. FSLC is not assessed for Voice T1, Channel 12, Complete Dynamic or VersiPak bundles. Updated FSLC rates are posted to the TWTC web site at [www.twtelecom.com](http://www.twtelecom.com) and are subject to change.

**II. Service Level Agreement**

Switched Services will be available to Customer 99.99% of the time in a calendar month ("Network Availability") and is defined as the time the TWTC's Network is available for processing a telephone call. Upon Customer's request, TWTC will credit Customer's invoice for each Service Outage lasting five minutes or longer. Service Outage credits will be calculated as a percentage of the MRC for the non-performing Service as follows:

Duration of Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

## Internet Services

### I. Product Description

#### Internet Services

TWTC offers a comprehensive suite of high-quality, high-speed Internet options -- Ethernet connections from 10Mbps ports to 10Gbps ports, as well as traditional connections (TDM) from T1 to OC48. Internet Services are high capacity, full duplex, Internet Protocol ("IP") Services connecting the Customer's network to TWTC's Internet backbone. Internet Services are comprised of two service elements -- Internet Access (bandwidth) and Internet Transport (port).

#### Ethernet Internet Services

Ethernet 10 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments

Ethernet 100 Mbps - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 100 Mbps in 5 Mbps increments

Ethernet 1Gbps - 50 Mbps to 100 Mbps in 10 Mbps increments, 100 Mbps to 250 Mbps in 25 Mbps increments, 250 Mbps to 1 Gbps in 50 Mbps increments

Ethernet 10Gbps - 1 Gbps to 10 Gbps in 500 Mbps increments

#### Traditional Internet Services

T1 - 1.5 Mbps

NxT1 - multiple bonded T1s - 3 Mbps to 12 Mbps, in 1.5 Mbps increments

DS3 - 2 Mbps to 10 Mbps in 2 Mbps increments, 10 Mbps to 45 Mbps in 5 Mbps increments

OC3 - 35 Mbps to 95 Mbps in 10 Mbps increments, 100 Mbps to 150 Mbps in 25 Mbps increments, plus 155 Mbps

OC12 - 125 Mbps to 250 Mbps in 25 Mbps increments, 250 Mbps to 600 Mbps in 50 Mbps increments, plus 622 Mbps

OC48 - 1 Gbps, 1.5 Gbps, 2 Gbps, 2.488 Gbps

Note: Not all services available in all markets. Burstable service is available in most markets. Burstable bandwidth minimums may vary.

#### Available Features:

- Primary DNS (for up to 10 domains)
- Secondary DNS available at no charge (up to 50 domains)
- IP address space with proper justification
- 24x7 trouble shooting (excludes Customer 's equipment)
- Online bandwidth utilization reports
- Backup mail-exchange (MX service)
- BGP peering

#### Available Services at an additional charge:

- Managed Router Service
- Managed Firewall
- DDoS
- Shared Web/E-mail Hosting

### Additional Terms and Conditions

Usage. Customer will not originate the transmission of or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer must comply with TWTC's IP policy at <http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/> and Acceptable Use Policy at <http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/>; either may be reasonably modified from time to time.

## II. Service Level Agreement

### Network Availability

TWTC's Internet Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"). Network unavailability occurs during a Service Outage. Upon Customer's request, TWTC shall issue credits for each Service Outage, calculated by multiplying the percentage specified in the table below by the MRC for the non-performing Service.

Duration of Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

### Network Latency

TWTC measures network latency with respect to average round-trip transmission on its Network each month. Network latency calculations for Internet Services provided in the continental United States are made between designated points of presence ("POPs") within the continental United States and, for Hawaii, are made between its POPs in Hawaii and its POPs on the west coast of the continental United States (collectively "Network Latency"). Upon Customer's request, TWTC shall issue credits for TWTC's failure to meet the Network Latency metrics specified below, and such credits will be calculated by multiplying the percentage specified in the table below multiplied by the MRC for the non-performing Service.

Network Latency Metrics (continental United States)	Network Latency Metrics (Hawaii to continental United States - west coast)	Percentage Credits
0.00 to 45.00 ms	0.00 to 75.00 ms	No Credit
45.01 to 55.00 ms	75.01 to 85.00 ms	5% of the MRC
55.01 to 60.00 ms	85.01 to 90.00 ms	10% of the MRC
60.01 to 65.00 ms	90.01 to 95.00 ms	15% of the MRC
65.01 to 70.00 ms	95.01 to 100.00 ms	20% of the MRC
70.01 to 75.00 ms	100.01 to 105.00 ms	35% of the MRC
75.01 ms or greater	105.01 ms or greater	50% of the MRC

**Packet Delivery**

TWTC measures packet delivery on its Network on a monthly basis. Packet Delivery is determined by averaging sample measurements taken each calendar month between TWTC's designated POPs. Upon Customer's request, TWTC will issue credits for TWTC's failure to meet the Packet Delivery metrics specified in the table below, and such credits will be calculated by multiplying the percentage specified in the table by the MRC for the non-performing Service.

<b>Packet Delivery Metrics (continental United States)</b>	<b>Percentage Credits</b>
99.9% or greater	No Credit
99.5% to 99.8%	5% of the MRC
99% to 99.4%	10% of the MRC
98% to 98.9%	15% of the MRC
97% to 97.9%	20% of the MRC
96% to 96.9%	35% of the MRC
Less than 96%	50% of the MRC

Performance metrics are available at TWTC's online customer portal at <https://customerportal.twtelecom.com/> or upon Customer's request.

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: DECEMBER 18, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: WILLIE NORFLEET JR.**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE UNAUDITED GENERAL FUND BUDGET VS REVENUES AND EXPENDITURE REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2014.**

**SUMMARY**

This action approves the unaudited revenue & expenditure report for the general fund for the period ending November 30, 2014.

**STATEMENT OF THE ISSUE**

Section 3.12 (E) of the City of Socorro's Charter states

*The City Council shall, at the end of each month, prepare or have prepared under its direction, a statement as to financial receipts and disbursements for that particular month, and shall have such statement no later than the 25<sup>th</sup> day of the following month and shall have a copy of said statement available in the office of the City Secretary for examination and a copy will be made, at a reasonable charge, for those who request one.*

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

None

**STAFF RECOMMENDATION**

The Staff is recommending the approval of this item.

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

**Summary of Revenues vs Expenditures**

	Budget	October 2014	November 2014	YTD Actual	Budgeted Balance	Percent of Budget
Total Revenues	7,616,353.00	173,210.30	236,959.42	410,169.72	(7,206,183.28)	0.05
Total Expenditures	7,616,353.00	388,067.29	253,197.88	641,265.17	6,975,087.83	0.08
Total Excess (Deficit)	0.00	(214,856.99)	(16,238.46)	(231,095.45)	(231,095.45)	(0.03)

Account Code	Account Title (Revenues)	Budget	October 2014	November 2014	YTD Actual	Budgeted Balance	Percent of Budget
04504	AdmMisc-Copies,City Clrk Prmt	-	1.10	4.50	5.60	5.60	
04501	Building Permits	220,000.00	21,340.50	10,475.00	31,815.50	(188,184.50)	14%
04502	Business Registration Permits	47,000.00	1,548.38	1,120.55	2,668.93	(44,331.07)	6%
04203	Franchise Taxes	325,000.00	-	-	-	(325,000.00)	0%
04404	Interest Earned	1,200.00	6.59	74.60	81.19	(1,118.81)	7%
04511	Juvenile Case Management Fee	-	1,564.47	1,114.13	2,678.60	2,678.60	
04903	Miscellaneous Income	4,000.00	-	2,136.20	2,136.20	(1,863.80)	53%
04505	Mobile Home Permits	3,000.00	105.00	210.00	315.00	(2,685.00)	11%
04507	Muni. Court Judgements/Fines	460,000.00	42,286.82	31,596.53	73,883.35	(386,116.65)	16%
04512	Municipal Court Technology	-	1,100.89	768.11	1,869.00	1,869.00	
04500	Other Planning Fees(Fireworks)	3,000.00	360.00	145.00	505.00	(2,495.00)	17%
04714	Park Fees	1,000.00	(60.00)	(180.00)	(240.00)	(1,240.00)	
04604	Police Fees	7,000.00	502.00	531.00	1,033.00	(5,967.00)	15%
04999	Prior Years Revenue	541,242.00	38,651.00	38,651.00	77,302.00	(463,940.00)	14%
04201	Property Taxes	4,217,911.00	47,005.09	114,177.84	161,182.93	(4,056,728.07)	4%
04206	Property Taxes-Delinquent	150,000.00	13,918.46	17,331.44	31,249.90	(118,750.10)	21%
04713	Reimbursed cost	-	-	10,663.52	10,663.52	10,663.52	
04503	Rezoning Fees	36,000.00	5,000.00	8,140.00	13,140.00	(22,860.00)	37%
04202	Sales Taxes	1,600,000.00	-	-	-	(1,600,000.00)	0%
		7,616,353.00	173,210.30	236,959.42	410,169.72	(7,206,183.28)	5%

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00002 - City Manager

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	193,488.00	12,695.48	7,461.96	20,157.44	173,330.56	10%
05103	Overtime	800.00	399.51	204.62	604.13	195.87	76%
05111	FICA/Medicare Taxes	14,861.00	911.17	252.65	1,163.82	13,697.18	8%
05112	T.W.C. Payroll Taxes	810.00	0.00	0.00	0.00	810.00	0%
05113	Health Insurance Premiums	23,106.00	1,545.54	772.77	2,318.31	20,787.69	10%
05114	Workers Compensation Insurance	871.00	38.00	38.00	76.00	795.00	9%
05115	Deferred Compensation Benefits	8,060.00	538.46	269.23	807.69	7,252.31	10%
05116	Life Insurance	382.00	0.00	16.64	16.64	365.36	4%
05117	Dental Insurance Expense	780.00	56.10	28.05	84.15	695.85	11%
05118	Vision Insurance Expense	180.00	12.78	6.39	19.17	160.83	11%
05201	Office Expense and Supplies	10,000.00	432.53	84.35	516.88	9,483.12	5%
05211	Postage	1,800.00	0.00	0.00	0.00	1,800.00	0%
05310	Building Modifications/A.D.A.	500.00	0.00	0.00	0.00	500.00	0%
05311	Building & Property Maintenan	3,000.00	58.00	172.09	230.09	2,769.91	8%
05313	Utilities	6,000.00	277.85	180.44	458.29	5,541.71	8%
05314	Telephone	8,000.00	579.71	200.72	780.43	7,219.57	10%
05411	Legal Fees	200,000.00	0.00	0.00	0.00	200,000.00	0%
05510	Property Insurance	3,000.00	165.00	165.00	330.00	2,670.00	11%
05516	Dues/Subscriptions	2,000.00	0.00	2,093.00	2,093.00	(93.00)	105%
05518	Liability Insurance	36,000.00	972.00	972.00	1,944.00	34,056.00	5%
05520	Service Contracts	70,786.00	0.00	2,635.40	2,635.40	68,150.60	4%
05521	Support Activities	5,000.00	56.19	0.00	56.19	4,943.81	1%
05523	Equipment Rental/Lease	6,000.00	378.00	0.00	378.00	5,622.00	6%
05527	Seminars/Training/Workshops	1,000.00	0.00	0.00	0.00	1,000.00	0%
05546	Marketing Exp	10,000.00	0.00	0.00	0.00	10,000.00	0%
05613	Equipment Repair & Maintenance	3,000.00	0.00	0.00	0.00	3,000.00	0%
05711	Travel/Mileage/Per Diem	13,000.00	64.80	887.70	952.50	12,047.50	7%
05810	Property and Equipment	10,000.00	0.00	0.00	0.00	10,000.00	0%
05900	Emergency Aid and Assistance	5,000.00	0.00	0.00	0.00	5,000.00	0%
05911	Contingency	5,000.00	0.00	0.00	0.00	5,000.00	0%
	<b>Total-City Manager</b>	<b>642,424.00</b>	<b>19,181.12</b>	<b>16,441.01</b>	<b>35,622.13</b>	<b>606,801.87</b>	<b>6%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00003 - Public Works

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of Budget
					YTD Actual	Balance	
05101	Salaries	514,987.00	33,632.87	17,889.73	51,522.60	463,464.40	10%
05103	Overtime	17,000.00	999.53	227.97	1,227.50	15,772.50	7%
05111	FICA/Medicare Taxes	40,702.00	2,649.40	1,386.02	4,035.42	36,666.58	10%
05112	T.W.C. Payroll Taxes	4,590.00	0.00	0.00	0.00	4,590.00	0%
05113	Health Insurance Premiums	130,934.00	8,063.40	3,877.59	11,940.99	118,993.01	9%
05114	Workers Compensation Insurance	51,120.00	2,636.00	2,636.00	5,272.00	45,848.00	10%
05115	Deferred Compensation Benefits	8,445.00	614.01	293.84	907.85	7,537.15	11%
05116	Life Insurance	1,013.00	0.00	78.20	78.20	934.80	8%
05117	Dental Insurance Expense	4,420.00	292.68	140.75	433.43	3,986.57	10%
05118	Vision Insurance Expense	1,020.00	66.68	32.06	98.74	921.26	10%
05201	Office Expense and Supplies	3,300.00	669.86	148.00	817.86	2,482.14	25%
05212	Tools and Supplies	6,500.00	1,118.67	1,859.59	2,978.26	3,521.74	46%
05213	Uniforms	14,500.00	0.00	487.45	487.45	14,012.55	3%
05311	Building & Property Maintenan	4,400.00	140.35	3,328.52	3,468.87	931.13	79%
05312	Street Maintenance	22,000.00	0.00	3,695.82	3,695.82	18,304.18	17%
05313	Utilities	180,000.00	9,642.23	10,436.23	20,078.46	159,921.54	11%
05314	Telephone	3,000.00	246.89	205.36	452.25	2,547.75	15%
05325	Recycling Center	4,200.00	0.00	0.00	0.00	4,200.00	0%
05510	Property Insurance	7,604.00	741.00	741.00	1,482.00	6,122.00	19%
05516	Dues/Subscriptions	500.00	0.00	0.00	0.00	500.00	0%
05518	Liability Insurance	7,460.00	709.00	709.00	1,418.00	6,042.00	19%
05520	Service Contracts	0.00	144.56	9,657.72	9,802.28	(9,802.28)	#DIV/0!
05523	Equipment Rental/Lease	3,200.00	0.00	0.00	0.00	3,200.00	0%
05527	Seminars/Training/Workshops	1,500.00	0.00	0.00	0.00	1,500.00	0%
05532	Miscellaneous Expense	500.00	0.00	0.00	0.00	500.00	0%
05547	Fees & Penalties	0.00	0.00	197.27	197.27	(197.27)	
05611	Radio Communications and Maint	2,000.00	0.00	0.00	0.00	2,000.00	0%
05612	Vehicle Repair & Maintenance	18,000.00	17.00	79.34	96.34	17,903.66	1%
05613	Equipment Repair & Maintenance	15,000.00	81.46	4,065.76	4,147.22	10,852.78	28%
05614	Vehicle Fuel	46,000.00	2,618.55	0.00	2,618.55	43,381.45	6%
05711	Travel/Mileage/Per Diem	2,500.00	0.00	245.38	245.38	2,254.62	10%
05810	Property and Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0%
07100	Street Improvements	0.00	1,479.00	1,126.07	2,605.07	(2,605.07)	
	<b>Total-Public Works</b>	<b>1,118,395.00</b>	<b>66,563.14</b>	<b>63,544.67</b>	<b>130,107.81</b>	<b>988,287.19</b>	<b>12%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00005 - Police Department

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	1,786,271.00	110,287.23	61,891.64	172,178.87	1,614,092.13	10%
05103	Overtime	140,000.00	8,034.33	2,119.50	10,153.83	129,846.17	7%
05111	FICA/Medicare Taxes	147,364.00	9,051.59	4,896.90	13,948.49	133,415.51	9%
05112	T.W.C. Payroll Taxes	11,069.00	33.47	32.48	65.95	11,003.05	1%
05113	Health Insurance Premiums	315,782.00	17,812.02	9,225.31	27,037.33	288,744.67	9%
05114	Workers Compensation Insurance	55,775.00	3,401.00	3,401.00	6,802.00	48,973.00	12%
05115	Deferred Compensation Benefits	23,230.00	218.72	167.48	386.20	22,843.80	2%
05116	Life Insurance	3,262.00	0.00	237.76	237.76	3,024.24	7%
05117	Dental Insurance Expense	10,660.00	646.54	334.86	981.40	9,678.60	9%
05118	Vision Insurance Expense	2,460.00	147.28	76.28	223.56	2,236.44	9%
05201	Office Expense and Supplies	15,000.00	595.31	375.50	970.81	14,029.19	6%
05202	Medical Supplies	500.00	0.00	0.00	0.00	500.00	0%
05211	Postage	1,000.00	0.00	0.00	0.00	1,000.00	0%
05212	Tools and Supplies	10,000.00	0.00	0.00	0.00	10,000.00	0%
05213	Uniforms	15,000.00	0.00	0.00	0.00	15,000.00	0%
05311	Building & Property Maintenan	15,000.00	58.00	393.00	451.00	14,549.00	3%
05313	Utilities	22,000.00	682.65	2,123.14	2,805.79	19,194.21	13%
05314	Telephone	15,000.00	1,105.44	614.50	1,719.94	13,280.06	11%
05411	Legal Fees	2,000.00	0.00	0.00	0.00	2,000.00	0%
05510	Property Insurance	5,010.00	508.00	508.00	1,016.00	3,994.00	20%
05516	Dues/Subscriptions	1,000.00	630.00	0.00	630.00	370.00	63%
05518	Liability Insurance	37,100.00	2,431.00	2,431.00	4,862.00	32,238.00	13%
05520	Service Contracts	20,000.00	186.15	88.30	274.45	19,725.55	1%
05521	Support Activities	1,500.00	0.00	0.00	0.00	1,500.00	0%
05523	Equipment Rental/Lease	8,000.00	0.00	562.50	562.50	7,437.50	7%
05527	Seminars/Training/Workshops	2,000.00	430.00	0.00	430.00	1,570.00	22%
05611	Radio Communications and Maint	8,000.00	0.00	0.00	0.00	8,000.00	0%
05612	Vehicle Repair & Maintenance	30,000.00	368.00	744.90	1,112.90	28,887.10	4%
05613	Equipment Repair & Maintenance	10,000.00	0.00	0.00	0.00	10,000.00	0%
05614	Vehicle Fuel	52,000.00	3,991.70	0.00	3,991.70	48,008.30	8%
05711	Travel/Mileage/Per Diem	2,000.00	800.00	81.83	881.83	1,118.17	44%
	<b>Total-Police Officer</b>	<b>2,767,983.00</b>	<b>161,418.43</b>	<b>90,305.88</b>	<b>251,724.31</b>	<b>2,516,258.69</b>	<b>9%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00006 - Municipal Court

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	95,013.00	5,067.44	2,692.80	7,760.24	87,252.76	8%
05103	Overtime	3,550.00	1,483.64	841.98	2,325.62	1,224.38	66%
05111	FICA/Medicare Taxes	7,542.00	501.17	270.40	771.57	6,770.43	10%
05112	T.W.C. Payroll Taxes	810.00	0.00	0.00	0.00	810.00	0%
05113	Health Insurance Premiums	23,106.00	1,030.36	515.18	1,545.54	21,560.46	7%
05114	Workers Compensation Insurance	415.00	38.00	38.00	76.00	339.00	18%
05115	Deferred Compensation Benefits	1,720.00	0.00	0.00	0.00	1,720.00	0%
05116	Life Insurance	207.00	0.00	11.52	11.52	195.48	6%
05117	Dental Insurance Expense	780.00	37.40	18.70	56.10	723.90	7%
05118	Vision Insurance Expense	180.00	8.52	4.26	12.78	167.22	7%
05201	Office Expense and Supplies	4,750.00	0.00	20.20	20.20	4,729.80	0%
05211	Postage	2,750.00	0.00	0.00	0.00	2,750.00	0%
05213	Uniforms	270.00	0.00	0.00	0.00	270.00	0%
05311	Building & Property Maintenan	2,000.00	0.00	0.00	0.00	2,000.00	0%
05314	Telephone	12,950.00	1,022.20	0.00	1,022.20	11,927.80	8%
05411	Legal Fees	15,000.00	0.00	0.00	0.00	15,000.00	0%
05510	Property Insurance	3,940.00	246.00	246.00	492.00	3,448.00	12%
05516	Dues/Subscriptions	425.00	0.00	0.00	0.00	425.00	0%
05518	Liability Insurance	252.00	36.00	36.00	72.00	180.00	29%
05520	Service Contracts	61,800.00	1,280.00	4,821.66	6,101.66	55,698.34	10%
05521	Support Activities	200.00	0.00	0.00	0.00	200.00	0%
05523	Equipment Rental/Lease	5,000.00	0.00	0.00	0.00	5,000.00	0%
05527	Seminars/Training/Workshops	1,250.00	0.00	0.00	0.00	1,250.00	0%
05533	Travel/Mileage-Council	850.00	0.00	0.00	0.00	850.00	0%
05613	Equipment Repair & Maintenance	250.00	0.00	0.00	0.00	250.00	0%
05711	Travel/Mileage/Per Diem	2,250.00	0.00	0.00	0.00	2,250.00	0%
	<b>Total-Municipal Court</b>	<b>247,260.00</b>	<b>10,750.73</b>	<b>9,516.70</b>	<b>20,267.43</b>	<b>226,992.57</b>	<b>8%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00007 - Planning and Zoning

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	352,470.00	22,101.01	11,813.60	33,914.61	318,555.39	10%
05103	Overtime	6,560.00	336.81	538.06	874.87	5,685.13	13%
05111	FICA/Medicare Taxes	27,466.00	1,716.50	944.90	2,661.40	24,804.60	10%
05112	T.W.C. Payroll Taxes	2,700.00	113.43	43.41	156.84	2,543.16	6%
05113	Health Insurance Premiums	77,020.00	4,636.62	2,318.31	6,954.93	70,065.07	9%
05114	Workers Compensation Insurance	2,603.00	341.00	341.00	682.00	1,921.00	26%
05115	Deferred Compensation Benefits	8,920.00	687.52	368.28	1,055.80	7,864.20	12%
05116	Life Insurance	667.00	0.00	43.18	43.18	623.82	6%
05117	Dental Insurance Expense	2,600.00	168.30	84.15	252.45	2,347.55	10%
05118	Vision Insurance Expense	600.00	38.34	19.17	57.51	542.49	10%
05201	Office Expense and Supplies	10,000.00	336.16	26.20	362.36	9,637.64	4%
05211	Postage	2,500.00	0.00	0.00	0.00	2,500.00	0%
05212	Tools and Supplies	700.00	0.00	0.00	0.00	700.00	0%
05213	Uniforms	1,500.00	0.00	0.00	0.00	1,500.00	0%
05311	Building & Property Maintenan	5,000.00	0.00	75.00	75.00	4,925.00	2%
05313	Utilities	3,000.00	281.30	341.80	623.10	2,376.90	21%
05314	Telephone	12,000.00	213.43	256.70	470.13	11,529.87	4%
05411	Legal Fees	55,530.00	0.00	0.00	0.00	55,530.00	0%
05510	Property Insurance	610.00	44.00	44.00	88.00	522.00	14%
05511	Advertising/Drug Testing	3,000.00	0.00	329.82	329.82	2,670.18	11%
05516	Dues/Subscriptions	2,000.00	29.95	0.00	29.95	1,970.05	1%
05518	Liability Insurance	2,040.00	169.00	169.00	338.00	1,702.00	17%
05520	Service Contracts	5,560.00	0.00	0.00	0.00	5,560.00	0%
05521	Support Activities	100.00	0.00	0.00	0.00	100.00	0%
05523	Equipment Rental/Lease	2,500.00	0.00	0.00	0.00	2,500.00	0%
05527	Seminars/Training/Workshops	4,000.00	0.00	0.00	0.00	4,000.00	0%
05610	Office Furniture	0.00	0.00	639.74	639.74	(639.74)	
05612	Vehicle Repair & Maintenance	2,000.00	0.00	0.00	0.00	2,000.00	0%
05613	Equipment Repair & Maintenance	1,700.00	0.00	0.00	0.00	1,700.00	0%
05614	Vehicle Fuel	5,300.00	240.62	0.00	240.62	5,059.38	5%
05711	Travel/Mileage/Per Diem	2,500.00	0.00	46.00	46.00	2,454.00	2%
	<b>Total-Planning &amp; Zoning</b>	<b>603,146.00</b>	<b>31,453.99</b>	<b>18,442.32</b>	<b>49,896.31</b>	<b>553,249.69</b>	<b>8%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

*00008 - Health Department*

Account Code	<i>Expenditures</i> Account Title	Original Budget	October	November	FY 14 YTD Actual	Budget Balance	Percent of Budget
05525	Health Contract	466,000.00	0.00	0.00	0.00	466,000.00	0%
	<b>Total-Health</b>	<b>466,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>466,000.00</b>	<b>0%</b>

*00010 - Grants and Special Projects*

Account Code	<i>Expenditures</i> Account Title	Original Budget	October	November	FY 14 YTD Actual	Budget Balance	Percent of Budget
05201	Office Expense and Supplies	800.00	0.00	60.88	60.88	739.12	8%
05211	Postage	300.00	0.00	0.00	0.00	300.00	0%
05314	Telephone	500.00	0.00	0.00	0.00	500.00	0%
05516	Dues/Subscriptions	250.00	0.00	0.00	0.00	250.00	0%
05520	Service Contracts	80,000.00	6,153.84	6,153.84	12,307.68	67,692.32	15%
05527	Seminars/Training/Workshops	1,000.00	0.00	0.00	0.00	1,000.00	0%
05711	Travel/Mileage/Per Diem	500.00	0.00	0.00	0.00	500.00	0%
06440	Grant Expense	78,780.00	0.00	0.00	0.00	78,780.00	0%
	<b>Total-Special Projects</b>	<b>162,130.00</b>	<b>6,153.84</b>	<b>6,214.72</b>	<b>12,368.56</b>	<b>149,761.44</b>	<b>8%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00012 - Human Resources

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	91,000.00	4,223.53	2,346.40	6,569.93	84,430.07	7%
05103	Overtime	0.00	0.00	43.26	43.26	(43.26)	
05111	FICA/Medicare Taxes	6,962.00	323.09	182.80	505.89	6,456.11	7%
05112	T.W.C. Payroll Taxes	540.00	0.00	0.00	0.00	540.00	0%
05113	Health Insurance Premiums	15,404.00	515.18	264.98	780.16	14,623.84	5%
05114	Workers Compensation Insurance	410.00	19.00	19.00	38.00	372.00	9%
05115	Deferred Compensation Benefits	1,160.00	0.00	1.65	1.65	1,158.35	0%
05116	Life Insurance	154.00	0.00	8.00	8.00	146.00	5%
05117	Dental Insurance Expense	520.00	18.70	9.62	28.32	491.68	5%
05118	Vision Insurance Expense	120.00	4.26	2.19	6.45	113.55	5%
05201	Office Expense and Supplies	1,500.00	0.00	0.00	0.00	1,500.00	0%
05211	Postage	210.00	0.00	0.00	0.00	210.00	0%
05314	Telephone	350.00	0.00	51.34	51.34	298.66	15%
05411	Legal Fees	75,000.00	0.00	0.00	0.00	75,000.00	0%
05511	Advertising/Drug Testing	10,000.00	(524.54)	250.00	(274.54)	10,274.54	-3%
05516	Dues/Subscriptions	2,000.00	0.00	0.00	0.00	2,000.00	0%
05520	Service Contracts	15,000.00	1,250.00	1,250.00	2,500.00	12,500.00	17%
05521	Support Activities	3,000.00	0.00	0.00	0.00	3,000.00	0%
05527	Seminars/Training/Workshops	7,000.00	0.00	0.00	0.00	7,000.00	0%
05613	Equipment Repair & Maintenance	600.00	0.00	0.00	0.00	600.00	0%
05711	Travel/Mileage/Per Diem	5,000.00	0.00	0.00	0.00	5,000.00	0%
	<b>Total-Human Resources</b>	<b>235,930.00</b>	<b>5,829.22</b>	<b>4,429.24</b>	<b>10,258.46</b>	<b>225,671.54</b>	<b>4%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00013 - Mayor and City Council

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	55,017.00	3,115.82	1,731.01	4,846.83	50,170.17	9%
05111	FICA/Medicare Taxes	4,207.00	238.38	132.40	370.78	3,836.22	9%
05112	T.W.C. Payroll Taxes	1,350.00	53.10	26.55	79.65	1,270.35	6%
05114	Workers Compensation Insurance	247.00	0.00	0.00	0.00	247.00	0%
05201	Office Expense and Supplies	800.00	949.95	37.49	987.44	(187.44)	123%
05314	Telephone	3,300.00	0.00	308.04	308.04	2,991.96	9%
05411	Legal Fees	10,000.00	0.00	0.00	0.00	10,000.00	0%
05516	Dues/Subscriptions	6,700.00	4,044.00	0.00	4,044.00	2,656.00	60%
05527	Seminars/Training/Workshops	2,000.00	0.00	0.00	0.00	2,000.00	0%
05539	Discretionary Fund/Mayor	1,000.00	50.00	0.00	50.00	950.00	5%
05540	Discretionary District 2	1,000.00	0.00	0.00	0.00	1,000.00	0%
05541	Discretionary District 1	1,000.00	267.10	69.00	336.10	663.90	34%
05542	Discretionary District 3	1,000.00	0.00	0.00	0.00	1,000.00	0%
05543	Discretionary District 4	1,000.00	0.00	0.00	0.00	1,000.00	0%
05544	Discretionary District At Lrg	1,000.00	50.00	0.00	50.00	950.00	5%
05612	Vehicle Repair & Maintenance	200.00	0.00	0.00	0.00	200.00	0%
05614	Vehicle Fuel	300.00	0.00	0.00	0.00	300.00	0%
05711	Travel/Mileage/Per Diem	10,000.00	0.00	138.00	138.00	9,862.00	1%
	<b>Total-Mayor &amp; Council</b>	<b>100,121.00</b>	<b>8,768.35</b>	<b>2,442.49</b>	<b>11,210.84</b>	<b>88,910.16</b>	<b>11%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00014 - City Clerk

Account Code	<i>Expenditures</i> Account Title	Original Budget	October	November	FY 14 YTD Actual	Budget Balance	Percent of Budget
05101	Salaries	83,000.00	5,980.73	3,422.72	9,403.45	73,596.55	11%
05103	Overtime	500.00	0.00	0.00	0.00	500.00	0%
05111	FICA/Medicare Taxes	6,390.00	457.53	261.85	719.38	5,670.62	11%
05112	T.W.C. Payroll Taxes	540.00	0.00	0.00	0.00	540.00	0%
05113	Health Insurance Premiums	15,404.00	952.25	494.05	1,446.30	13,957.70	9%
05114	Workers Compensation Insurance	392.00	9.00	9.00	18.00	374.00	5%
05115	Deferred Compensation Benefits	910.00	97.87	52.95	150.82	759.18	17%
05116	Life Insurance	154.00	0.00	12.80	12.80	141.20	8%
05117	Dental Insurance Expense	520.00	34.57	17.93	52.50	467.50	10%
05118	Vision Insurance Expense	120.00	7.87	4.09	11.96	108.04	10%
05201	Office Expense and Supplies	6,000.00	115.23	190.18	305.41	5,694.59	5%
05211	Postage	200.00	0.00	0.00	0.00	200.00	0%
05314	Telephone	600.00	0.00	51.34	51.34	548.66	9%
05411	Legal Fees	14,970.00	0.00	0.00	0.00	14,970.00	0%
05511	Advertising/Drug Testing	30,000.00	0.00	1,204.53	1,204.53	28,795.47	4%
05515	County Elections	0.00	16,939.88	0.00	16,939.88	(16,939.88)	
05516	Dues/Subscriptions	600.00	0.00	0.00	0.00	600.00	0%
05520	Service Contracts	5,000.00	50.00	50.00	100.00	4,900.00	2%
05521	Support Activities	500.00	0.00	0.00	0.00	500.00	0%
05527	Seminars/Training/Workshops	3,000.00	0.00	0.00	0.00	3,000.00	0%
05711	Travel/Mileage/Per Diem	3,000.00	0.00	0.00	0.00	3,000.00	0%
	<b>Total-City Clerk</b>	<b>171,800.00</b>	<b>24,644.93</b>	<b>5,762.44</b>	<b>30,407.37</b>	<b>141,392.63</b>	<b>18%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00015 - Finance Department

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	140,000.00	9,809.37	5,457.95	15,267.32	124,732.68	11%
05103	Overtime	1,000.00	437.32	484.08	921.40	78.60	92%
05111	FICA/Medicare Taxes	10,787.00	783.88	454.58	1,238.46	9,548.54	11%
05112	T.W.C. Payroll Taxes	810.00	0.00	0.00	0.00	810.00	0%
05113	Health Insurance Premiums	23,106.00	1,545.54	772.77	2,318.31	20,787.69	10%
05114	Workers Compensation Insurance	630.00	29.00	29.00	58.00	572.00	9%
05115	Deferred Compensation Benefits	1,385.00	538.42	269.21	807.63	577.37	58%
05116	Life Insurance	212.00	0.00	17.60	17.60	194.40	8%
05117	Dental Insurance Expense	780.00	56.10	28.05	84.15	695.85	11%
05118	Vision Insurance Expense	180.00	12.78	6.39	19.17	160.83	11%
05201	Office Expense and Supplies	4,500.00	0.00	541.96	541.96	3,958.04	12%
05314	Telephone	648.00	0.00	51.34	51.34	596.66	8%
05411	Legal Fees	2,500.00	0.00	0.00	0.00	2,500.00	0%
05512	Audit Fees	37,000.00	0.00	0.00	0.00	37,000.00	0%
05513	Central Appraisal Fees	60,000.00	0.00	0.00	0.00	60,000.00	0%
05516	Dues/Subscriptions	1,000.00	0.00	0.00	0.00	1,000.00	0%
05517	Bank Charges	5,000.00	147.14	0.00	147.14	4,852.86	3%
05520	Service Contracts	7,000.00	0.00	0.00	0.00	7,000.00	0%
05522	Tax Collector Fees	11,000.00	0.00	0.00	0.00	11,000.00	0%
05527	Seminars/Training/Workshops	2,500.00	0.00	0.00	0.00	2,500.00	0%
05538	Late Charge	100.00	0.00	0.00	0.00	100.00	0%
05711	Travel/Mileage/Per Diem	2,000.00	0.00	0.00	0.00	2,000.00	0%
	<b>Total-Finance Department</b>	<b>312,138.00</b>	<b>13,359.55</b>	<b>8,112.93</b>	<b>21,472.48</b>	<b>290,665.52</b>	<b>7%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00016 - Recreation Centers

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	129,700.00	10,018.52	5,541.80	15,560.32	114,139.68	12%
05103	Overtime	2,000.00	224.59	0.00	224.59	1,775.41	11%
05111	FICA/Medicare Taxes	10,077.00	783.60	423.95	1,207.55	8,869.45	12%
05112	T.W.C. Payroll Taxes	1,620.00	0.00	0.00	0.00	1,620.00	0%
05113	Health Insurance Premiums	23,106.00	1,545.54	772.77	2,318.31	20,787.69	10%
05114	Workers Compensation Insurance	585.00	29.00	29.00	58.00	527.00	10%
05115	Deferred Compensation Benefits	1,290.00	0.00	0.00	0.00	1,290.00	0%
05116	Life Insurance	190.00	0.00	18.24	18.24	171.76	10%
05117	Dental Insurance Expense	780.00	56.10	28.05	84.15	695.85	11%
05118	Vision Insurance Expense	180.00	12.78	6.39	19.17	160.83	11%
05201	Office Expense and Supplies	8,000.00	358.80	0.00	358.80	7,641.20	4%
05213	Uniforms	850.00	0.00	0.00	0.00	850.00	0%
05311	Building & Property Maintenan	10,000.00	605.75	118.89	724.64	9,275.36	7%
05313	Utilities	18,000.00	948.69	699.84	1,648.53	16,351.47	9%
05314	Telephone	4,500.00	143.64	276.11	419.75	4,080.25	9%
05510	Property Insurance	3,925.00	329.00	329.00	658.00	3,267.00	17%
05518	Liability Insurance	1,885.00	156.00	156.00	312.00	1,573.00	17%
05520	Service Contracts	10,000.00	1,292.60	1,614.19	2,906.79	7,093.21	29%
05521	Support Activities	8,000.00	15.00	0.00	15.00	7,985.00	0%
05523	Equipment Rental/Lease	0.00	135.32	0.00	135.32	(135.32)	
05527	Seminars/Training/Workshops	2,500.00	0.00	0.00	0.00	2,500.00	0%
05612	Vehicle Repair & Maintenance	2,000.00	0.00	0.00	0.00	2,000.00	0%
05613	Equipment Repair & Maintenance	2,500.00	0.00	0.00	0.00	2,500.00	0%
05614	Vehicle Fuel	3,000.00	122.70	0.00	122.70	2,877.30	4%
05711	Travel/Mileage/Per Diem	2,200.00	0.00	0.00	0.00	2,200.00	0%
05810	Property and Equipment	4,000.00	0.00	0.00	0.00	4,000.00	0%
	<b>Total-Recreation Centers</b>	<b>250,888.00</b>	<b>16,777.63</b>	<b>10,014.23</b>	<b>26,791.86</b>	<b>224,096.14</b>	<b>11%</b>

**City of Socorro**  
**Unaudited General Fund**  
**Budget Vs Revenues & Expenditures**  
**for the period ending November 30, 2014**

00017 - Recreation Parks

Account Code	Expenditures Account Title	Original Budget	October	November	FY 14	Budget	Percent of
					YTD Actual	Balance	Budget
05101	Salaries	269,460.00	15,765.69	8,682.48	24,448.17	245,011.83	9%
05103	Overtime	6,000.00	755.11	376.90	1,132.01	4,867.99	19%
05111	FICA/Medicare Taxes	21,075.00	1,263.83	693.06	1,956.89	19,118.11	9%
05112	T.W.C. Payroll Taxes	2,970.00	150.22	65.70	215.92	2,754.08	7%
05113	Health Insurance Premiums	61,616.00	3,606.26	1,803.13	5,409.39	56,206.61	9%
05114	Workers Compensation Insurance	11,723.00	121.00	121.00	242.00	11,481.00	2%
05115	Deferred Compensation Benefits	3,500.00	100.00	80.00	180.00	3,320.00	5%
05116	Life Insurance	434.00	0.00	28.64	28.64	405.36	7%
05117	Dental Insurance Expense	2,080.00	130.90	65.45	196.35	1,883.65	9%
05118	Vision Insurance Expense	480.00	29.82	14.91	44.73	435.27	9%
05201	Office Expense and Supplies	3,000.00	146.88	0.00	146.88	2,853.12	5%
05212	Tools and Supplies	5,000.00	0.00	0.00	0.00	5,000.00	0%
05213	Uniforms	6,000.00	0.00	182.25	182.25	5,817.75	3%
05311	Building & Property Maintenance	10,000.00	0.00	0.00	0.00	10,000.00	0%
05314	Telephone	1,500.00	0.00	178.66	178.66	1,321.34	12%
05317	Park Maintenance	24,000.00	306.93	1,905.21	2,212.14	21,787.86	9%
05510	Property Insurance	0.00	85.00	85.00	170.00	(170.00)	
05518	Liability Insurance	0.00	148.00	148.00	296.00	(296.00)	
05520	Service Contracts	15,000.00	0.00	219.72	219.72	14,780.28	1%
05521	Support Activities	82,000.00	0.00	3,226.14	3,226.14	78,773.86	4%
05612	Vehicle Repair & Maintenance	2,000.00	132.76	0.00	132.76	1,867.24	7%
05613	Equipment Repair & Maintenance	3,000.00	0.00	95.00	95.00	2,905.00	3%
05614	Vehicle Fuel	5,000.00	423.96	0.00	423.96	4,576.04	8%
05711	Travel/Mileage/Per Diem	2,300.00	0.00	0.00	0.00	2,300.00	0%
	<b>Total-Recreational Parks</b>	<b>538,138.00</b>	<b>23,166.36</b>	<b>17,971.25</b>	<b>41,137.61</b>	<b>497,000.39</b>	<b>8%</b>
<b>Total-All Departments</b>		<b>7,616,353.00</b>	<b>388,067.29</b>	<b>253,197.88</b>	<b>641,265.17</b>	<b>6,975,087.83</b>	<b>8%</b>

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2-Mayor Pro Tem

*Victor Perez*  
District 3

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE:** December 18, 2014

**TO:** Mayor and City Council

**FROM:** Willie Norfleet, Jr.

**SUBJECT:** Discussion and action on Request for Qualifications to hire an Engineering Firm to develop the design for sidewalks for the Federal Government Standards and conduct environmental for the City of Socorro.

**SUMMARY**

The City of Socorro needs to hire an Engineering Firm to develop the design for sidewalks for the entire City to create sidewalk projects ready for grant submittal.

**BACKGROUND**

The City of Socorro does not have a City Engineer who has a State of Texas Certification to develop the sidewalk design for the Federal Government Standards. This situation has limited the City's success at obtaining grants and having projects ready for construction.

**STATEMENT OF THE ISSUE**

The City needs to obtain an Engineering Firm to design sidewalks and conduct the necessary environmental to have the projects to meet the Federal Government Standards and to be ready for construction.

**FINANCIAL IMPACT**

The financial impact to the City would be an estimate of \$150,000. This funding would come from the 2014 Certificate of Obligations.

**ALTERNATIVE**

The City could try to hire an in house engineer for this purpose.

**CITY MANAGER RECOMMENDATION**

I recommend that the City of Socorro Request for Qualification to hire an Engineering Firm to develop the design for sidewalks at the Federal Government Standards and conduct environmental for the City of Socorro.



*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: 12/08/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action on directing City Manager to work with staff to provide a report on the possibility of adding more light poles to City parks**

**SUMMARY**

**I have been contacted by several constituents who would like to see more lighting in City parks. They have complained that with the sun setting earlier, there is not enough lighting in parks to be able to stay later on. They would like to see more lights in City parks and especially in Bulldog Championship Park.**

**BACKGROUND**

n/a

**STATEMENT OF THE ISSUE**

**See above**

**FINANCIAL IMPACT**

**We have allocated funds for street lights**

**ALTERNATIVE**

**none**

**COUNCIL MEMBER RECOMMENDATION**

**Approve directing City Manager to work with staff to provide a report on the possibility of adding more light poles to City parks and provide it by the Council meeting in January**

*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: 12/08/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion regarding street selection process**

**SUMMARY**

**We have allocated \$700,000 for street repairs in FY 2015 and we have asked PW Director Doug Lobdell to provide Council with a list of streets that require paving. We should make this a process and have an update on what streets he feels require paving so far.**

**BACKGROUND**

n/a

**STATEMENT OF THE ISSUE**

**See above**

**FINANCIAL IMPACT**

none

**ALTERNATIVE**

**none**

**COUNCIL MEMBER RECOMMENDATION**

**Discuss the street selection process**

*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: 12/08/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action to prioritize streets given a rating of 4 and 5 for the 2015 Street Overlay Project**

### **SUMMARY**

**Public Works Supervisor Doug Lobdell has been providing us with his street rankings. At our last Council meeting, he provided us a list with streets and ranked them from 1-5. There were several streets ranked 4s and 5s and I believe that we should place a priority on these streets. The district in which they are in should not be the determining factor as some districts have better streets than others. We should focus on improving the worst streets regardless of where they are in the City.**

### **BACKGROUND**

n/a

### **STATEMENT OF THE ISSUE**

**See above**

### **FINANCIAL IMPACT**

**We have allocated \$700k for his project.**

**ALTERNATIVE**

**none**

**COUNCIL MEMBER RECOMMENDATION**

**Approve placing a priority on streets rated 4 and 5**

*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: 12/08/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action on request by Congressman Elect Will Hurd to use office space in the administration building of the City of Socorro.**

#### **SUMMARY**

**The staff of Congressman Elect Will Hurd has contacted me and they would like to use the same office space that is currently being used by the staff of Congressman Gallego. Congressman Gallego currently pays \$1 for rent and they would like to have the same agreement with the City of Socorro.**

#### **BACKGROUND**

n/a

#### **STATEMENT OF THE ISSUE**

See above

#### **FINANCIAL IMPACT**

**We would generate \$1 for rent.**

**ALTERNATIVE**

**Not approve the request**

**COUNCIL MEMBER RECOMMENDATION**

**Approve the request to use the office space**

*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: 12/08/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action regarding Mauro Rosas Park**

#### **SUMMARY**

**Mauro Rosas Park has been in the waiting list for over a year now and we should move forward with this project. We have allocated funding for the project and should continue with the rebuilding of the park.**

#### **BACKGROUND**

n/a

#### **STATEMENT OF THE ISSUE**

See above

#### **FINANCIAL IMPACT**

The funding that has been allocated for it

#### **ALTERNATIVE**

**Not approve the request**

**COUNCIL MEMBER RECOMMENDATION**

**Approve moving forward with the construction of the park**