

**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

**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 6<sup>th</sup> DAY OF NOVEMBER, 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.)

**PROCLAMATIONS**

5. **Proclamation** declaring November 11, 2014 Veterans Day. **Gloria M. Rodriguez**

**PRESENTATIONS**

6. **Recognition** of Vietnam Veterans of America Chapter #574 Color Guard that participated for the 4<sup>th</sup> of July Parade. ***Gloria M. Rodriguez***
7. **Recognition** of the Socorro Police Department's First National Night Out. ***Gloria M. Rodriguez***
8. **Presentation** by Victor Reta, Recreational Centers Department Supervisor, summarizing the 2014 Socorro Fall Festival. ***Mayor Jesus Ruiz***

**NOTICE TO THE PUBLIC**

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

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

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

**CONSENT AGENDA**

9. **Excuse** absent Council Members. ***Sandra Hernandez***
10. **Approval** of Regular Council Meeting Minutes of October 16, 2014. ***Sandra Hernandez***
11. **Approval** for Mayor Ruiz and City Manager Willie Norfleet, Jr. to attend the 84<sup>th</sup> Annual Winter Meeting of the United States Conference of Mayors in Washington DC from January 22, 2015 to January 24, 2015. ***Mayor Jesus Ruiz***

**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**

**12. *Public Hearing*** of Ordinance 356, an Ordinance changing the zoning of Lot 1, Block 3, Las Milpas Subdivision at 10740 Mirisa Drive from LNC/R-2 (Legal Non-Conforming Medium Density Residential) to R-2 (Medium Density Residential). Planning and Zoning Commission recommends approval. ***Sam Leony***

**13. *Second Reading and Adoption*** of Ordinance 356, an Ordinance changing the zoning of Lot 1, Block 3, Las Milpas Subdivision at 10740 Mirisa Drive from LNC/R-2 (Legal Non-Conforming Medium Density Residential) to R-2 (Medium Density Residential). Planning and Zoning Commission recommends approval. ***Sam Leony***

**14. *Introduction, First Reading and Calling for a Public Hearing*** of 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***

**CITY CLERK DEPARTMENT**

**15. *Discussion and action*** to approve Inter-local Agreement between the City of Socorro and City of El Paso's Department of Public Health and Department of Environmental Services. ***Sandra Hernandez***

**16. *Discussion and action*** to approve payment to El Paso Times for service expense beyond purchase order amount. ***Sandra Hernandez***

**FINANCE DEPARTMENT**

**17. *Discussion and action*** on regarding franchise taxes paid or owed by El Paso Electric Company for the period 2010 to 2013. ***Karina Hagelsieb***

**18. *Discussion and action*** on accepting the settlement agreement with Time Warner as a result of the audit conducted by LGS. ***Karina Hagelsieb***

**GRANTS DIVISION**

**19. *Discussion and action*** to accept grant award in the amount of \$7,200 from the Rio Grande Council of Governments Solid Waste Program. ***Anibal Olague***

- 20. Discussion and action** to purchase P25 radios for the Socorro Police Department.  
*Anibal Olague*

### **POLICE DEPARTMENT**

- 21. Discussion and action** to approve a Memorandum of Understanding (MOU) between City of Socorro Police Department and Socorro Independent School District (SISD) and Ysleta del Sur Pueblo Tribal Police Department (TPD) for the purpose of entering and maintaining records for a non-terminal agency agreement.  
*Chief Carlos Maldonado*

### **PUBLIC WORKS DEPARTMENT**

- 22. Discussion and action** to approve payment to Dickason Company for service expense beyond purchase order amount.  
*Douglas Lobdell, Jr.*
- 23. Discussion and action** to approve payment to Home Depot and Office Depot for service expense beyond purchase order amount.  
*Douglas Lobdell, Jr.*

### **RECREATIONAL CENTER DEPARTMENT**

- 24. Discussion and action** to approve payment to Ahern Rentals for service expense beyond purchase order amount.  
*Victor Reta*

### **PLANNING AND ZONING DEPARTMENT**

- 25. Discussion and action** on the proposed Burbridge Acres Replat "G" located at 12261 Cinnabar Street within the City of Socorro's Extraterritorial Jurisdiction. The Planning and Zoning Department recommends approval.  
*Sam Leony*
- 26. Discussion and action** to purchase piping material, \$5,030.92, to fix damaged culverts located at Holguin Road and Socorro Lateral, and also at Old Hueco Tanks Road and Isla Lateral, both in City of Socorro's right-of-way. The City of Socorro will provide material and the EPCWID#1 will provide the installation. *Sam Leony*

### **MAYOR AND COUNCIL**

- 27. Discussion and action** on employee performance evaluation for City Manager.  
*Mayor Jesus Ruiz*
- 28. Discussion and action** on the selection of a date for the December 2014 Regular City Council Meeting and the Special City Council Meeting for January 2015 to canvass the votes for the December 20, 2014 Special Election.  
*Mayor Jesus Ruiz*

**CITY ATTORNEY**

- 29. 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*
- 30. Discussion and action** to direct staff to prepare an ordinance to regulate pay day lending, pawn shops, alternative small credit facilities and similar businesses in the City of Socorro. *James A. Martinez*
- 31. Discussion and action** on possible annexation of additional property to the City of Socorro. *James A. Martinez*

**EXECUTIVE SESSION**

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

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

***Discussion on the following:***

- 32. 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.*
- 33. 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.*
- 34. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. *Willie Norfleet, Jr.*

35. *Samuel Campos, et al. v. City of Socorro*; Cause No. 2013DCV4546; 120<sup>th</sup> Judicial District Court of El Paso County, Texas [551.071]. *James A. Martinez*

36. *Adjourn*

DATED THIS 3<sup>rd</sup> DAY OF NOVEMBER 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 3<sup>rd</sup> DAY OF NOVEMBER 2014.

By:   
Sandra Hernandez, City Clerk

Agenda posted: 11-3-14 @ 1:00 PM  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

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

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

## PROCLAMATION VETERANS DAY

**WHEREAS**, throughout history, America's men and women in uniform have bravely defeated tyrants, liberated countries, and established a standard of courage of idealism for all; and

**WHEREAS**, to protect the Country they love, our Veterans stepped forward when America needed them the most. They answered the call with honor and showed the power of liberty.

**WHEREAS**, we honor those who have served and we salute the members of our Armed Forces who are confronting our adversaries abroad; and we honor the men and women who left America's shores but did not return. They will be remembered and honored by our Country; and

**WHEREAS**, the City of Socorro recognizes the valor and sacrifice of our Veterans. On Veterans Day we sincerely show them our deepest gratitude.

**NOW, THEREFORE, BE IT RESOLVED**, that Socorro City Council do hereby proclaim November 11, 2014 as Veterans Day.

**PROCLAIMED AND SIGNED** this 6<sup>th</sup> day of November 2014.

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: October 10, 2014**

**TO: Mayor and Council**

**FROM: Gloria M. Rodriguez, District 2 Representative**

**SUBJECT: Recognition of the Socorro Police Department's First National Night Out**

**SUMMARY**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

I would like to thank the Socorro Police Department and especially Officer Linda Olvera for all the hard work to make the First National Night Out a successful event. Their dedication and loyalty is very much appreciated.

**FINANCIAL IMPACT**

**Account Code (GF/GL/Dept): 00013-05527 and 00013-5711**

**Funding Source: General Fund**

**Amount: \$75.00**

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

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

**ALTERNATIVE**

**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**

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

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: 10/28/2014**

**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Presentation by Mr. Reta summarizing the 2014 Socorro Fall Festival**

**SUMMARY**

**The City of Socorro recently hosted the 2014 Fall Festival and Mr. Reta will be providing a summary of the event**

**BACKGROUND**

n/a

**STATEMENT OF THE ISSUE**

**See above**

**FINANCIAL IMPACT**

none

**ALTERNATIVE**

none

**COUNCIL MEMBER RECOMMENDATION**

**Allow Mr. Reta to present**

**Gloria M. Rodríguez**  
District 2

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

**vacant**  
District 4

**Willie Norfleet, Jr.**  
City Manager

**Jesus Ruiz**  
Mayor

**Rene Rodriguez**  
At Large

**Sergio Cox**  
District 1



**REGULAR COUNCIL MEETING MINUTES  
OCTOBER 16, 2014 at 6:00 P.M.**

**MEMBERS PRESENT:**

Mayor Jesus Ruiz  
Rene Rodriguez  
Sergio Cox  
Gloria M. Rodriguez

**MEMBERS ABSENT:**

Victor Perez *(Arrived to the meeting at 6:23 p.m.)*

**STAFF PRESENT:**

Willie Norfleet, Jr., City Manager  
Sandra Hernandez, City Clerk  
Jim Martinez, City Attorney  
Doug Lobdell, Public Works Director  
Karina Hagelsieb, CFO  
Victor Reta, Recreation Supervisor

**4. PUBLIC COMMENT**

Jesse Johnson, Cesar Nevarez was signed up to speak but is present to be sworn in to the commissions, Luis Sigala and Ralph Duran

**PROCLAMATIONS**

**5. PROCLAMATION DECLARING OCTOBER BREAST CANCER  
AWARENESS MONTH. MAYOR JESUS RUIZ**

Mayor Jesus Ruiz read the proclamation.

**6. PROCLAMATION DECLARING OCTOBER NATIONAL BULLYING  
PREVENTION MONTH. MAYOR JESUS RUIZ**

Mayor Jesus Ruiz read the proclamation.

**PRESENTATIONS**

- 7. RECOGNITION OF MR. JOE DE TURO FOR HIS DEDICATED SERVICES TO THE CITY OF SOCORRO. MAYOR AND COUNCIL**

Mr. Sergio Cox and Mayor Jesus Ruiz spoke on this item.

- 8. PRESENTATION BY REPRESENTATIVES OF SANTO GALOPE REGARDING HORSE PROJECT. MAYOR JESUS RUIZ**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *delete item number eight (8)*. Motion passed.

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

Nays:

Absent: Victor Perez

- 9. PRESENTATION BY SOCORRO HIGH SCHOOL SENIORS REGARDING COMMUNITY GIFT. MAYOR JESUS RUIZ**

Two senior girl students at Socorro High School (did not state their names) spoke on this item.

- 10. PRESENTATION REGARDING MONTHLY REPORT BY CITY MANAGER, WILLIE NORFLEET, JR. MAYOR JESUS RUIZ**

Willie Norfleet, Jr. City Manager gave his monthly report.

**CONSENT AGENDA**

- 11. EXCUSE ABSENT COUNCIL MEMBERS. SANDRA HERNANDEZ**
- 12. APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF OCTOBER 2, 2014. SANDRA HERNANDEZ**
- 13. APPROVAL OF APPOINTMENT AND SWEARING IN OF CESAR NEVAREZ TO THE PLANNING AND ZONING COMMISSION FOR PLACE 1. SERGIO COX**
- 14. APPROVAL OF APPOINTMENT AND SWEARING IN OF CESAR NEVAREZ TO THE CIVIL SERVICE COMMISSION FOR PLACE 1. SERGIO COX**
- 15. APPROVAL OF TRAVEL FOR MIGUEL ROSAS, PUBLIC WORKS SUPERVISOR, TO ATTEND THE MUNICIPAL ENGINEERING FUNDAMENTAL CONFERENCE IN LAS VEGAS, NEVADA, DECEMBER 2-3, 2014. DOUGLAS LOBDELL, JR.**

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

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

Nays:

Absent: Victor Perez

Victor Perez arrived to the meeting at 6:23 p.m.

During this time Cesar Nevarez was sworn in by Mayor Jesus Reyes.

### **REGULAR AGENDA**

#### **ORDINANCES**

- 16. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE CHANGING THE ZONING OF LOTS 6 AND 7, BLOCK 1, THREE MISSIONS SUBDIVISION AT 10570 AND 10580 NORTH LOOP DRIVE FROM C-2 (GENERAL COMMERCIAL) TO M-1 (LIGHT INDUSTRIAL). PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL.**

**SAM LEONY**

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

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

Nays:

Absent:

- 17. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 356, AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 3, LAS MILPAS SUBDIVISION AT 10740 MIRISA DRIVE FROM LNC/R-2 (LEGAL NON-CONFORMING MEDIUM DENSITY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL.**

**SAM LEONY**

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

Sam Leony spoke on this item.

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

Nays:

Absent:

**CITY CLERK DEPARTMENT**

**18. DISCUSSION AND ACTION TO APPROVE THE RECORDS MANAGEMENT PLAN.** **SANDRA HERNANDEZ**

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

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

Nays:

Absent:

**HUMAN RESOURCES DEPARTMENT**

**19. DISCUSSION AND ACTION TO APPROVE ADMINISTRATIVE ASSISTANT JOB DESCRIPTION.** **ADRIANA RODARTE**

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

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

Nays:

Absent:

**20. DISCUSSION AND ACTION TO APPROVE COURT CLERK JOB DESCRIPTION.** **ADRIANA RODARTE**

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

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

Nays:

Absent:

**21. DISCUSSION AND ACTION TO APPROVE PARKS SUPERVISOR JOB DESCRIPTION.** **ADRIANA RODARTE**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number twenty-one (21)*.

Gloria M. Rodriguez amended her motion.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number twenty-one (21) with correction to the degree*. Motion passed.

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

Nays:

Absent:

## **POLICE DEPARTMENT**

### **22. DISCUSSION AND ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SOCORRO POLICE DEPARTMENT AND SOCORRO INDEPENDENT SCHOOL DISTRICT (SISD) AND YSLETA DEL SUR PUEBLO TRIBAL POLICE DEPARTMENT (TPD) FOR THE PURPOSE OF ENTERING AND MAINTAINING RECORDS FOR A NON-TERMINAL AGENCY AGREEMENT.**

**CHIEF CARLOS MALDONADO**

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

Gloria M. Rodriguez amended her motion.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *postpone for the next Regular Council Meeting of November 6, 2014*. Motion passed.

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

Nays:

Absent:

## **PLANNING AND ZONING DEPARTMENT**

### **23. DISCUSSION AND ACTION ON A CERTIFICATE OF APPROPRIATENESS FOR THE PROPOSED ROOF PROJECT TO THE RIO VISTA COMPLEX (860 N. RIO VISTA ROAD). THE HISTORICAL LANDMARK COMMISSION RECOMMENDS APPROVAL.**

**SAM LEONY**

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *approve item number twenty-three (23)*. Motion passed.

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

Nays:

Absent:

### **24. DISCUSSION AND ACTION TO REQUEST A TRAFFIC ANALYSIS FROM TEXAS DEPARTMENT OF TRANSPORTATION FOR A POSSIBLE SPEED REDUCTION ON SOCORRO ROAD FROM THE NORTHSIDE OF THE CITY LIMIT TO BOVEE ROAD. THE HISTORICAL LANDMARK COMMISSION RECOMMENDS APPROVAL.**

**SAM LEONY**

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

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

Nays:

Absent:

**25. DISCUSSION AND ACTION ON APPROVAL OF CERTIFICATE OF APPROPRIATENESS OF ART ACADEMY ON LOT 1, BLOCK 1, SOMBRAS DE MISSIONES AT 11400 SOCORRO ROAD. THE HISTORICAL LANDMARK COMMISSION RECOMMENDS APPROVAL. SAM LEONY**

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve item number twenty-five (25)*. Motion passed.

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

Nays:

Absent:

**26. DISCUSSION AND ACTION ON THE PROPOSED BURBRIDGE ACRES REPLAT "G" LOCATED AT 12261 CINNABAR STREET WITHIN THE CITY OF SOCORRO'S EXTRATERRITORIAL JURISDICTION. THE PLANNING AND ZONING DEPARTMENT RECOMMENDS APPROVAL. SAM LEONY**

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

Sam Leony spoke on this item.

Gloria M. Rodriguez amended her motion.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *postpone for the next Regular Council Meeting of November 6, 2014*. Motion passed.

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

Nays:

Absent:

**CITY MANAGER**

**27. DISCUSSION AND ACTION TO AMEND CAPITAL IMPROVEMENT PLAN. WILLIE NORFLEET, JR.**

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

Gloria M. Rodriguez amended her motion.

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve with Mr. Norfleet's recommendation and for the Lower Valley Water District sign an agreement that they will reimburse the City of Socorro.* Motion passed.

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

Nays:

Absent:

### **MAYOR AND COUNCIL**

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

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *move this item into Executive Session.* Motion passed.

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

Nays:

Absent:

A motion was made by Gloria M. Rodriguez seconded by Victor Perez 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 7:38 P.M.**

#### **EXECUTIVE SESSION**

#### **THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 9:04**

### **CITY ATTORNEY**

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

A motion was made by Rene Rodriguez seconded by Victor Perez to *postpone for the next Regular Meeting of November 6, 2014.* Motion passed.

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

**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 EMPLOYMENT OF CITY MANAGER. [551.074; 551.071].**

***JAMES A. MARTINEZ***

A motion was made by Rene Rodriguez seconded by Victor Perez 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 Gloria M. Rodriguez to *adjourn at 9:05 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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Olivia Navarro  
Assistant City Clerk

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Date minutes approved

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE: 10/28/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action on approval for Mayor Ruiz and City Manager Willie Norfleet to attend the 84<sup>th</sup> Annual Winter Meeting of the United States Conference of Mayors in Washington DC from 01/21-01/23.**

### **SUMMARY**

**The City of Socorro is a member of the USCM and the Conference will be holding its annual winter meeting in January. Mayor Ruiz is a standing member of the Health and Social Services Committee and the Tourism Committee. This is a great opportunity for CM Norfleet and Mayor Ruiz to interact with leaders from across the country and connect with businesses that are present.**

### **BACKGROUND**

n/a

### **STATEMENT OF THE ISSUE**

**See above**

### **FINANCIAL IMPACT**

**Cost of the hotel; \$400 per night at the Capitol Hilton Hotel**  
**Cost of the registration; \$625 per person**

**Cost of the flights; \$175 per person for four flights**  
**Cost of the per diem**

**ALTERNATIVE**

**none**

**COUNCIL MEMBER RECOMMENDATION**

**Allow Mayor Ruiz and CM Norfleet to attend the conference**

*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:** October 16, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet Jr., City Manager

**SUBJECT:**

First Reading and Calling for a Public Hearing on the proposed rezoning of Lot 1, Block 3, Las Milpas Subdivision, from LNC/R-2 (Legal Non-Conforming Medium Density Residential) to a formal R-2 (Medium Density Residential).

**SUMMARY:**

The property matter of this rezoning is located at 10740 Mirisa Dr., northwesterly located at 185 from the intersection of Mirisa Dr. and Tassie Way. This property has an estimated area of 10,464 sf., and it is owned by Mr. Ramon Rodriguez, 10740 Mirisa Dr., Socorro, TX 79927.

**BACKGROUND:**

Las Milpas Subdivision was recorded in 1985 with 60 residential lots classified as R-1 (SFR) after the City's reactivation in 1986.

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

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

The current use of the property is: residential lot with two dwellings.

The proposed use of the property: To conclude one of the existing dwellings plus an expansion.

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

**STATEMENT OF THE ISSUE:**

The property owner requested a building permit to conclude two rooms that have been unfinished for more than 20 yrs, this property has two existing dwellings classified as Legal Non-Conforming, now the owner wants to conclude what has been unfinished plus adding a new section to the same dwelling.

**ALTERNATIVE:**

The only way to approve a building permit to add more square footage to this property, which is classified as Legal Non-Conforming, is obtaining a formal R-2 (Medium Density Residential) due to the fact that the new expansion would affect the non-conformity protection forcing the property to be rezoned.

**STAFF RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL.

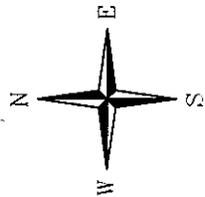
**FINANCIAL IMPACT:**

Not Applicable.

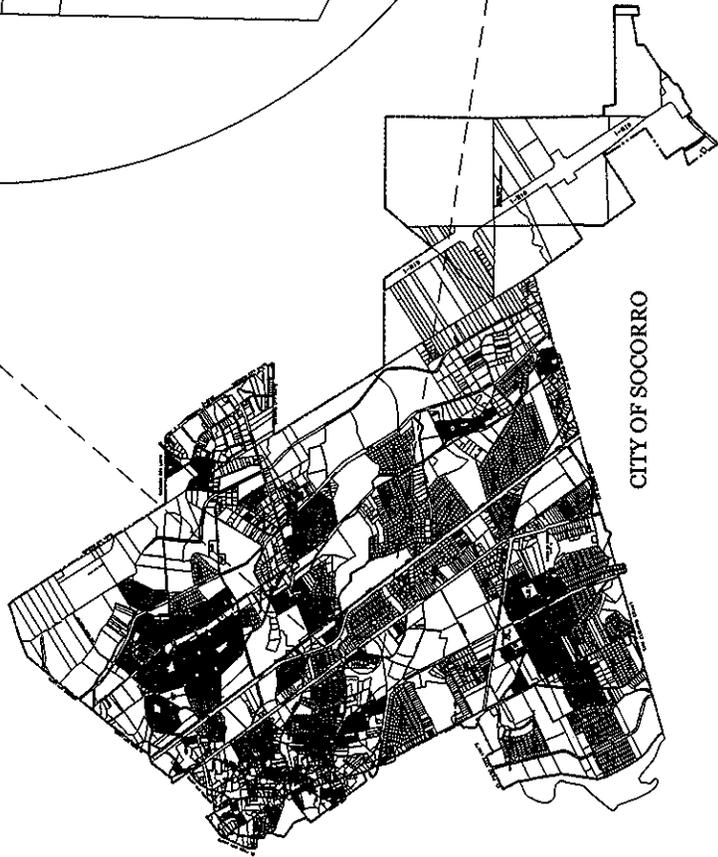
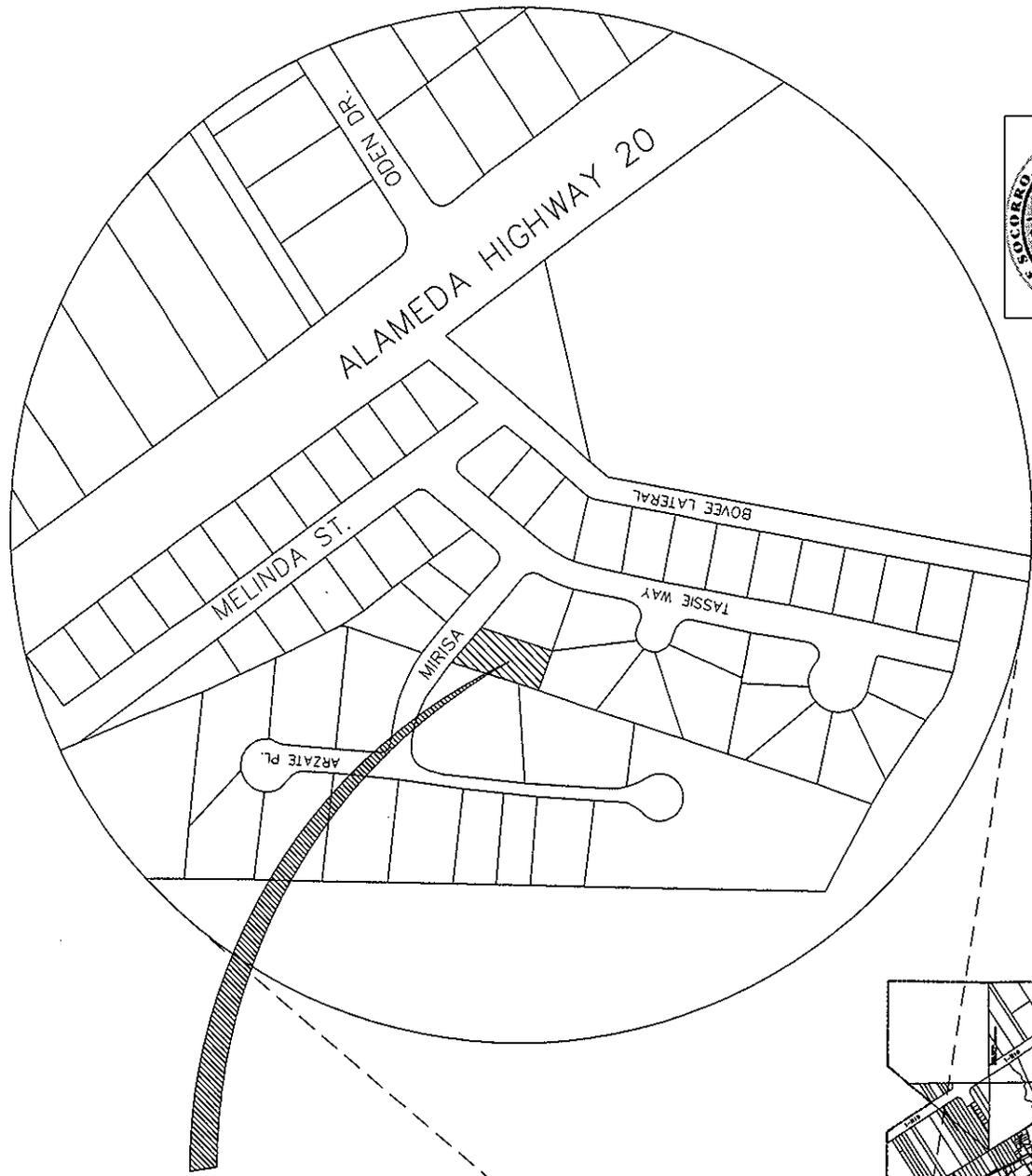
**AUTHORIZATION:**

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

2. Attorney: \_\_\_\_\_ Date: \_\_\_\_\_



PROJECT SITE:  
10740 MIRISA  
LOT 1, BLOCK 3  
LAS MILPAS SUB.



Planning and Zoning Department  
City of Socorro, Texas 78779

# LOCATION MAP

Scale: N.T.S.



AUG 13 2014

LD

# PLANNING AND ZONING DEPARTMENT

## Request for Rezoning

- Name: RAMON RODRIGUEZ  
 Address: 10740 MIRISA (REAR) Phone: (915) 860-7301  
 Representative: JOSEFINA RODRIGUEZ  
 Address: \_\_\_\_\_ Phone: 860-7301
- Property Location: 10740 MIRISA (REAR) 79927 SOCORRO TEX.  
 Legal Description: LOT 1 BLOCK 3 LAS MILPAS

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

_____	<u>R-1</u>	<u>2 VIVIENDAS</u>
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
<u>R-2</u>		<u>TERMINAR LAS 2 VIVIENDAS</u>
Proposed Zoning		Proposed Land Use

- All owners of record must sign document.

X Josefinas Garcia \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Rezoning 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

**Joseph E. Bowling**  
District 4

**Willie Norfleet Jr.**  
City Manager

**ORDINANCE No. 356**

**AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 3, LAS MILPAS SUBDIVISION AT 10740 MIRISA DR., FROM LNC/R-2 (LEGAL NON-CONFORMING MEDIUM DENSITY RESIDENTIAL) TO A FORMAL R-2 (MEDIUM DENSITY RESIDENTIAL).**

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 Amendment 1A of the City of Socorro, as amended, the zoning of Lot 1, Block 3, Las Milpas Subdivision at 10740 Mirisa Dr., is changed from LNC/R-2 (Legal Non-Conforming medium Density Residential) to formal R-2 (Medium Density Residential).

**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: October 16, 2014.

Second Reading and Adoption:



*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:** November 6, 2014.  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet, City Manager

**SUBJECT:**

Introduction, First Reading and Calling for a Public Hearing on the proposed rezoning of Lot 20, Block 3, Hillcrest Manor Subdivision, City of Socorro, Texas, from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

**SUMMARY:**

The property matter of this request is located at 10852 Arlene Cir., right at the intersection of Arlene Cir. and Patti Jo Dr. This property has an estimated area of 10,750 sq. ft., and it is owned by Mr. Efraime Silva, 10828 Arlene Cir., Socorro, TX 79927.

**BACKGROUND:**

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

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0236-B / FEMA, September 4, 1991).

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

A first public hearing was held before the P&Z Commission on August 19, 2014, to discuss the same request: the rezoning of the aforementioned property from R-1 to R-2, resulting on the approval from this commission. The case was presented before the City Council with the recommendation from the P&Z Commission to be approved, but the P&Z Director requested to City Council to return the case to P&Z in order to repeat the public hearing due to inconsistencies on the notification to the property owners.

Existing land use: Empty lot.  
Proposed land use: Residential Duplex.

**STATEMENT OF THE ISSUE:**

The referenced property complies with the projected land use established in our Comprehensive Master Plan, and also with the minimum squared footage established in our Zoning Ordinance for the zone classification requested.

**ALTERNATIVE:**

Not applicable.

**STAFF RECOMMENDATION:**

The P&Z Commission recommends DENIAL.

**FINANCIAL IMPACT:**

No financial impact will be present.

**AUTHORIZATION:**

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

**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

## ORDINANCE

**AN ORDINANCE CHANGING THE ZONING OF LOT 20, BLOCK 3, HILLCREST MANOR SUBDIVISION (10832 ARLENE CIR.), FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).**

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 Amendment 1A of the City of Socorro, as amended, the zoning of Lot 20, Block 3, Hillcrest Manor Subdivision (10852 Arlene Cir.) is changed from R-1 (Single Family Residential) to R-2 (Medium Density Residential).

**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 6, 2014.

Second Reading and Adoption:



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

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

*Willie Norfleet, Jr.*  
City Manager

**DATE: NOVEMBER 6, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Sandra Hernandez, City Clerk**

**SUBJECT: DISCUSSION AND ACTION ON APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF EL PASO DEPARTMENT OF PUBLIC HEALTH FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015.**

**SUMMARY**

The City of El Paso provides the following services:

***Environmental:***

- Animal Shelter
- Animal Control Officers
- Vector Control
- Air Quality

***Health:***

- Food Services (Inspections, Training)
- Clinical Services
- WIC
- Bio Terrorism
- 211 Area Information Center
- Health & Sex Education
- Epidemiology

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

The consideration for this Interlocal is twelve (12) fixed payments of \$39,356.58 for a total amount of \$472,279 and a variable amount which is unknown and depends on the magnitude of a disaster declaration for any public health or environmental emergency made by the City of Socorro.

**ALTERNATIVE**

None

**STAFF RECOMMENDATION**

Approve the interlocal agreement.

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

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

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

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

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

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the City of Socorro. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the City of Socorro in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City will provide pediatric dental services to residents living in the City of Socorro in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the City of Socorro's residents at local school facilities through the City of El Paso's Health Education Program.

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

1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito

harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

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

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

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

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

1.2.3 The City of El Paso will include the jurisdictional areas of the City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine

ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and other service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City

of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested.
- 1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

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

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

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

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

6. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2014, and shall terminate on the 31st day of August 2015, regardless of the date of execution of this Agreement.

6.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the City of Socorro, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2015, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Socorro at the rate described in the present Agreement, and the City of Socorro shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

7. **COMPENSATION.**

7.1 The City of Socorro agrees to pay the amount not to exceed FOUR HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$472,279.00) for services rendered in accordance with this Agreement, excluding the services described in Section 6.1. Payments shall be made in equal monthly installments, each in the amount of THIRTY NINE THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND 58/100 (\$39,356.58), with the first payment becoming due and payable on the 1<sup>st</sup> day of September 2014 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 7.1 does not include the services described in Section 6.1.

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

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

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

9.1 *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to public health to include animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso

applicable to public health to include animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting public health and animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services.

- 9.2. *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 9.3. *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 9.4. *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT,



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

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

12. **INDEPENDENT CONTRACTORS.** The City of El Paso and the City of Socorro are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

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

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

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment,

modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

*(Signature pages follow)*

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF EL PASO**

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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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

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

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SOCORRO**

\_\_\_\_\_  
The Hon. Jesse Ruiz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Socorro Clerk

\_\_\_\_\_  
City of Socorro Attorney

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

**City of El Paso, Texas  
Summary Results- For Direct Departments  
Based on 2015 Budgeted Expenditures**

	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Environment - Food	(82,509)	(623)	(116)	(2,099)	(4,017)	(247)	(9,655)	(1,147)	(100,414)
STD/HIV/Aids Clinics	125,463	947	177	3,192	6,108	376	14,682	1,745	152,690
Dental Clinic	476,061	3,593	671	12,113	23,176	1,427	55,709	6,620	579,370
Neighborhood Health Centers	125,320	946	177	3,189	6,101	376	14,665	1,743	152,516
Laboratory	788,612	5,952	1,111	20,066	38,393	2,363	92,284	10,966	959,746
Epidemiology	262,142	1,978	369	6,670	12,762	786	30,676	3,645	319,029
Health Education Programs	201,250	1,519	283	5,121	9,798	603	23,550	2,798	244,922
TDH Immunization	716,523	5,408	1,009	18,232	34,883	2,147	83,848	9,963	872,014
TB Outreach (less 5%)	63,490	479	89	1,616	3,091	190	7,430	883	77,267
HIV Prevention	117,507	887	166	2,990	5,721	352	13,751	1,634	143,006
PDNHF Two Should Know	44,456	336	63	1,131	2,164	133	5,202	618	54,103
DSHS TB Prevention/Control	153,130	1,156	216	3,896	7,455	459	17,919	2,129	186,360
DSHS Regional Planning (ORAS)	62,589	472	88	1,593	3,047	188	7,324	870	76,172
TDH Bur of Women & Children Fees (Title V -Dental )	94,146	711	133	2,396	4,583	282	11,017	1,309	114,576
STD/HIV Federal	93,297	704	131	2,374	4,542	280	10,918	1,297	113,544
Bio Terrorism-Lab	66,291	500	93	1,687	3,227	199	7,757	922	80,677
HIV/Surv Federal DSHS	17,541	132	25	446	854	53	2,053	244	21,347
OPHP/Bio Terrorism	107,072	808	151	2,724	5,213	321	12,530	1,489	130,308
211 Area Information Center	77,257	583	109	1,966	3,761	232	9,041	1,074	94,022
HEAL	36,365	274	51	925	1,770	109	4,255	506	44,256
Abstinence	51,355	388	72	1,307	2,500	154	6,010	714	62,500
WIC Administration	823,444	6,215	1,160	20,953	40,088	2,468	96,360	11,450	1,002,137
WIC Breastfeeding	83,003	626	117	2,112	4,041	249	9,713	1,154	101,015
WIC Nutrition Education	237,356	1,791	334	6,040	11,555	711	27,776	3,300	288,864
Laboratory Response Network	-	-	-	-	-	-	-	-	-
PDN Tobacco	41,424	313	58	1,054	2,017	124	4,848	576	50,414
Infectious Disease Control	1,569	12	2	40	76	5	184	22	1,910
<b>NEW PROGRAMS</b>	-	-	-	-	-	-	-	-	-
IDCU Foodborne Assoc Infection	21,917	165	31	558	1,067	66	2,565	305	26,673
Caring for Children Foundation	8,766	66	12	223	427	26	1,026	122	10,668
<b>Total Department of Public Health</b>	<b>4,814,837</b>	<b>36,338</b>	<b>6,782</b>	<b>122,514</b>	<b>234,405</b>	<b>14,428</b>	<b>563,438</b>	<b>66,950</b>	<b>5,859,692</b>
<b>Percent of Total Cost</b>	<b>82.17%</b>	<b>0.62%</b>	<b>0.12%</b>	<b>2.09%</b>	<b>4.00%</b>	<b>0.25%</b>	<b>9.62%</b>	<b>1.14%</b>	<b>100.00%</b>
<b>Population</b>	<b>674,433</b>	<b>5,090</b>	<b>950</b>	<b>17,161</b>	<b>32,834</b>	<b>2,021</b>	<b>78,923</b>	<b>9,378</b>	<b>820,790</b>
<b>Cost Per Capita</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>	<b>7.14</b>

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

**City of El Paso, Texas**  
**Interlocal Allocation of Resources**

<b>FY15</b>	<b>El Paso</b>	<b>Anthony</b>	<b>Clint</b>	<b>Horizon</b>	<b>Socorro</b>	<b>Vinton</b>	<b>El Paso County</b>	<b>Total Operational Cost</b>
Animal Shelter	\$3,503,182	\$11,803	\$13,551	\$34,971	\$106,660	-	\$270,322	\$3,940,488
Animal Control Officers	\$2,512,409	\$8,301	\$7,765	\$50,339	\$98,804	\$15,124	-	\$2,692,742
Vector Control	\$702,254	\$23,904	\$17,518	\$9,215	\$18,339	\$22,433	\$141,144	\$934,807
Air Quality (per capita)	\$285,305	\$2,202	\$407	\$7,355	\$14,071	\$1,118	\$41,698	\$352,156
<b>Grand Total</b>	<b>\$7,003,149</b>	<b>\$46,210</b>	<b>\$39,241</b>	<b>\$101,880</b>	<b>\$237,874</b>	<b>\$38,675</b>	<b>\$453,164</b>	<b>\$7,920,193</b>
<b>Percent of Total Cost</b>	88.42%	0.58%	0.50%	1.29%	3.00%	0.49%	5.72%	100.00%

**APPENDIX C**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2014, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and CITY OF SOCORRO, TEXAS (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

**WHEREAS**, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

**WHEREAS**, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE**, CITY and BUSINESS ASSOCIATE agree as follows:

**A. HIPAA Terms**

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means CITY OF SOCORRO, TEXAS.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

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

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

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

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - a. The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
  - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
  - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
  - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
  - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter

into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

**e. Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

**f. Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

**g. Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

**h. Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

- i. Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas

Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

## **B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2014, and shall terminate on August 31, 2015, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

**C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY.

Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

#### **D. Miscellaneous**

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

COPY TO: City of El Paso  
Department of Public Health  
Attention: Director  
5115 El Paso Drive  
El Paso, TX 79905

BUSINESS ASSOCIATE: City of Socorro  
Attn: Mayor  
124 South Horizon Blvd.  
Socorro, Texas 79927

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

*(Signatures follow on next page)*

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

*Signature Page*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF EL PASO

\_\_\_\_\_  
Tomás González  
City Manager

BUSINESS ASSOCIATE

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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



*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: NOVEMBER 6, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Sandra Hernandez, City Clerk**

**SUBJECT: *Discussion and action*** to approve payment to El Paso Times for service expense beyond purchase order amount.

**SUMMARY**

The City of El Paso advertises the 2014 Property Tax Rates for the City of Socorro. City of El Paso pays this advertisement for all the municipalities in El Paso County. However, Central Appraisal District discovered an issue with TIF line item. Once the issue was corrected, we had to re-advertise the 2014 Property Tax Rate. City of El Paso agreed to advertise for us with the agreement that we would reimburse them for the additional expense. City of El Paso emailed us an invoice on September 25, 2014.

**STATEMENT OF THE ISSUE**

The City Clerk Department had an open purchase order but the balance was not sufficient to cover the full amount of the expense when the invoice came in. This was a time sensitive issue and it was not foreseeable.

**FINANCIAL IMPACT**

**\$2,406.20**

**ALTERNATIVE**

None

**STAFF RECOMMENDATION**

Approve the El Paso Times purchase.



# City of Socorro Receiving Report

PO #  
22645

Date Received: 9/29/2014 Department: City Clerk

Vendor Name: El Paso Times

Address: 300 North Campbell  
El Paso, TX 79901

Telephone # \_\_\_\_\_

Vendor #: (If Known) V1013

RECEIVED  
SEP 29 REC'D  
BY: \_\_\_\_\_

If Grant, CO, or Bond Funded - Name Funding Source Here: \_\_\_\_\_

\*\*\*\*Receipt, packing slip, invoice, etc. MUST be attached. You may write 'See Attached Receipt' if you received all items on the receipt.

Item Description	Invoice #	Ordered	Received	Unit Cost	Total Cost
City of Socorro - Notice of Tax	100953937-0807			\$2,356.20	\$2,356.20
				Total	\$2,356.20

Comments/ Special Instructions: \$2,406.20

I, the understand, have received the goods and/or services from the above vendor as stated above.

[Signature]  
Signature of person receiving goods/services

9/29/14  
Date

For Accounting Use Only: Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_



elpasotimes.com  
500 W. Overland Drive, Suite 150  
El Paso, TX 79901

*Handwritten:* SI  
A. Arkey

BILLING PERIOD		ADVERTISER/CLIENT NAME	
08/01/2014 - 08/31/2014		CITY OF EL PASO (TAX OFFICE)	
TOTAL AMOUNT DUE	* UNAPPLIED A.MOUNT	TERMS OF PAYMENT	
\$24,012.00	\$0.00	Net + 24	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$19,199.60	\$4,812.40	\$0.00	\$0.00
ACCOUNT NUMBER	SALES REP	ALIAS ACCOUNT NUMBER	Page
18521	Blanca Neira-Salado	CIT004	Page 1 of 2

BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF EL PASO (TAX OFFICE) 221 N KANSAS SUITE 300 EL PASO, TX 79901	P. O. Box 65220 Colorado Springs, CO 80962-5220

If you have questions concerning your statement please contact:  
800-463-9938 or e-mail

SSCBilling@medianewsgroup.com  
If you would like to Advertise with us, call 915-546-6200  
PLEASE INCLUDE YOUR ACCOUNT NUMBER

IF PAYING BY CREDIT CARD:  VISA  DISCOVER  M.C. Acct. #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 M.C.  AMERICAN EXPRESS Signature: \_\_\_\_\_

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

*Handwritten:* Line 3  
Line 4  
City of Socorro  
Line 2  
OHB

DATE	NEWSPAPER REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SAU SIZE, BILLED UNITS	TIMES RUN RATE	AMOUNT
		Balance Forward			4,812.40
08/01	I00951973-08012014	OL Digital MarketPI- Socorro Public Notice	3.00 x 10.5000	1	50.00
08/01	I00951973-08012014	EP Online	31.50	1.59	
08/01	I00951973-08012014	Borderland EP- Socorro Public Notice	3.00 x 10.5000	1	2,356.20
08/05	I00953135-08052014	EP Times	31.50	74.80	
08/05	I00953135-08052014	OL Digital MarketPI- Horizon Public Notice	3.00 x 10.5000	1	50.00
08/05	I00953135-08052014	EP Online	31.50	1.59	
08/05	I00953135-08052014	Borderland EP- Horizon Public Notice	3.00 x 10.5000	1	2,356.20
08/07	I00953937-08072014	EP Times	31.50	74.80	
08/07	I00953937-08072014	OL Digital MarketPI- City of Socorro/Corrected	3.00 x 10.5000	1	50.00
08/07	I00953937-08072014	EP Online	31.50	1.59	
08/07	I00953937-08072014	Borderland EP- City of Socorro/Corrected	3.00 x 10.5000	1	2,356.20
08/07	I00953968-08072014	EP Times	31.50	74.80	
08/07	I00953968-08072014	OL Digital MarketPI-	3.00 x 10.5000	1	50.00
08/07	I00953968-08072014	EP Online	31.50	1.59	
08/07	I00953968-08072014	Borderland EP-	3.00 x 10.5000	1	2,356.20
08/07	I00953968-08072014	EP Times	31.50	74.80	
08/07	I00953974-08072014	OL Digital MarketPI-	3.00 x 10.5000	1	50.00
08/07	I00953974-08072014	EP Online	31.50	1.59	
08/07	I00953974-08072014	Borderland EP-	3.00 x 10.5000	1	2,356.20
08/07	I00953974-08072014	EP Times	31.50	74.80	

*Handwritten:* 22406.20

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$19,199.60	\$4,812.40	\$0.00	\$0.00	\$0.00	\$24,012.00

Note: Bills are due and payable when rendered. If the ending balance of any statement is not paid in full during the following month, that portion of it which remains unpaid, after application of all payments and those credit which pertain to that balance (rather than to the current month's charges), will be assessed a FINANCE CHARGE of 1.35% per month (an ANNUAL PERCENTAGE RATE not to exceed 18% per year). The minimum FINANCE CHARGE (which will apply should there be any unpaid balance) will be \$0.50. No FINANCE CHARGE will be made if the ending balance is paid in full within the ensuing month.

ADVERTISER INFORMATION			
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
08/01/2014 - 08/31/2014	18521	18521	CITY OF EL PASO (TAX OFFICE)



elpasotimes.com  
500 W. Overland Drive, Suite 150  
El Paso, TX 79901

BILLING PERIOD		ADVERTISER/CLIENT NAME	
08/01/2014 - 08/31/2014		CITY OF EL PASO (TAX OFFICE)	
TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	TERMS OF PAYMENT	
\$24,012.00	\$0.00	Net + 24	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$19,199.60	\$4,812.40	\$0.00	\$0.00
ACCOUNT NUMBER	SALES REP	ALIAS ACCOUNT NUMBER	Page
18521	Blanca Neira-Salado	CIT004	Page 2 of 2

BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF EL PASO (TAX OFFICE) 221 N KANSAS SUITE 300 EL PASO, TX 79901	P. O. Box 65220 Colorado Springs, CO 80962-5220

If you have questions concerning your statement please contact:  
800-463-9938 or e-mail

SSCBilling@medianewsgroup.com  
If you would like to Advertise with us, call 915-546-6200  
PLEASE INCLUDE YOUR ACCOUNT NUMBER

IF PAYING BY CREDIT CARD:  VISA  DISCOVER  M.C. Acct. #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 M.C.  AMERICAN EXPRESS Signature: \_\_\_\_\_

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

ONB

Line 2

Credit Memo per Blanca Neira-Salado

DATE	NEWSPAPER REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	AMOUNT
08/07	I00954020-08072014	OL Digital MarketPI- EP Online	3.00 x 10.5000	1 1.59	50.00
08/07	I00954020-08072014	Borderland EP- EP Times	3.00 x 10.5000	1 74.80	2,356.20
08/13	I00955702-08132014	OL Digital MarketPI- Public Notice EP Online	3.00 x 10.5000	1 1.59	50.00
08/13	I00955702-08132014	Borderland EP- Public Notice EP Times	3.00 x 10.5000	1 74.80	2,356.20
08/13	I00955707-08132014	Borderland EP- Public Notice EP Times	3.00 x 10.5000	1 74.80	2,356.20
<b>Amount to Pay:</b>					<b>\$24,012.00</b>

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$19,199.60	\$4,812.40	\$0.00	\$0.00	\$0.00	\$24,012.00

Note: Bills are due and payable when rendered. If the ending balance of any statement is not paid in full during the following month, that portion of it which remains unpaid, after application of all payments and those credit which pertain to that balance (rather than to the current month's charges), will be assessed a FINANCE CHARGE of 1.35% per month (an ANNUAL PERCENTAGE RATE not to exceed 18% per year). The minimum FINANCE CHARGE (which will apply should there be any unpaid balance) will be \$0.50. No FINANCE CHARGE will be made if the ending balance is paid in full within the ensuing month.

ADVERTISER INFORMATION			
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
08/01/2014 - 08/31/2014	18521	18521	CITY OF EL PASO (TAX OFFICE)

## 2014 Property Tax Rates in CITY OF SOCORRO

This notice concerns the 2014 property tax rates for CITY OF SOCORRO. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

### Last year's tax rate:

Last year's operating taxes	\$3,908,998
Last year's debt taxes	\$1,194,153
Last year's total taxes	\$5,103,151
Last year's tax base	\$883,131,867
Last year's total tax rate	\$0.577847/\$100

### This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$5,098,551
÷ This year's adjusted tax base (after subtracting value of new property)	\$871,230,601
=This year's effective tax rate	\$0.585212/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

### This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,905,474
÷ This year's adjusted tax base	\$871,230,601
=This year's effective operating rate	\$0.448271/\$100
x 1.08=this year's maximum operating rate	\$0.484132/\$100
+ This year's debt rate	\$0.204426/\$100
= This year's total rollback rate	\$0.688558/\$100

### Statement of Increase/Decrease

If CITY OF SOCORRO adopts a 2014 tax rate equal to the effective tax rate of \$0.585212 per \$100 of value, taxes would increase compared to 2013 taxes by \$98,486.

### Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
Maintenance and Operations Fund	2,539,839

### Schedule B - 2014 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Certificate of Obligation - Series 2008	170,000	183,598	0	353,598
Certificate of Obligation - Series 2010	135,000	103,575	0	238,575
Certificate of Obligation - Refunding - Series 2010	185,000	42,975	0	227,975
Certificate of Obligation - Series 2011	20,000	89,700	0	109,700
Certificate of Obligation - Series 2012	115,000	147,800	0	262,800
Certificate of Obligation - Series 2014	215,000	409,388	0	624,388
 Total required for 2014 debt service			\$1,817,036	
- Amount (if any) paid from Schedule A			\$0	
- Amount (if any) paid from other resources			\$0	
- Excess collections last year			\$0	

= Total to be paid from taxes in 2014	\$1,817,036
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2014	\$0
= Total debt levy	\$1,817,036

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at the City of El Paso Tax Office located at 221 N. Kansas, Suite 300.

Name of person preparing this notice: Maria O. Ramos, RTA  
Title: Tax Deputy Administrator  
Date Prepared: 08/05/2014



500 W. Overland, Ste. 150 • El Paso, TX 79901 • PH: (915) 546-6100

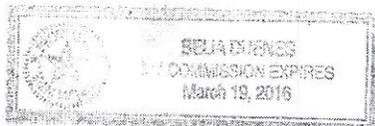
STATE OF TEXAS  
COUNTY OF EL PASO

Before me, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared Joe Woods who states upon oath that he is the Classified Sales Manager in the Advertising Department of the El Paso Times, daily newspaper published in the City and County of El Paso, State of Texas, newspapers of general circulation and which have been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he was such upon the dates herein mentioned:

That the "Public Notice: CORRECTED: 2014 Property Tax Rates in City of Socorro" published in the El Paso Times. The dates of such publication being on August 7<sup>th</sup>, 2014

\_\_\_\_\_  
Joe Woods  
Classified Inside Sales Manager

Subscribed and sworn to before me,  
This 16<sup>th</sup> day of October, 2014.



\_\_\_\_\_  
Belia Duenes, Notary Public  
in and for the State of Texas

GLOBAL TRAVELER

# Man on a walk around world stops in El Paso

By Luis Carlos Lopez  
llopez@elpasotimes.com  
@llopez4 on Twitter

Sweden Mats Andrén is on a journey around the world that began a year ago in May, and will end someday. That global trek brought Andrén to El Paso Monday night. He stayed in the border city until Wednesday. In his two-day stay, Andrén walked from East El Paso to the West Side and even caught Tuesday's night Chihuahuas's 4-2 win over the Reno Aces.

Andrén's El Paso host, Nancy Howell, said she wanted the world traveler to see that El Paso was a friendly city and a great place to live.

"We are the Sun City, the Star City, we are friendly," Howell said. "We are fun and this is a great place to live and a great place to visit."

Howell added: "I think it's wonderful that you all are willing to take on these acts of faith."

Andrén is on a journey



Mats Andrén is walking around the Earth, from Stockholm to Sydney, he stopped in El Paso on Tuesday and Wednesday.

from Stockholm, Sweden, home cities you can say, Sydney, Australia, the two places I've lived the most.

"I'm Swedish but I grew up in Sydney. I'm sort of walking between my two home cities you can say, the two places I've lived the most."

The former freelance photographer and univer-

sity professor took the first step of his global journey on May 6, 2013. In the 15 months since, the 52-year-old has traveled through Europe and the U.S.

"It's a continuation of a theme that I started when I decided to become a minimalist and have as little stuff as possible and live a simple life. It's sort of grown out of that," he said.

He wears out a pair of shoes a month—that's about 15 pairs so far. When he reaches San Diego in about two months, he will be halfway through his journey. By the time he finishes his walk next year, Andrén will have walked about 14,000 miles. That does not include the days he takes off to tour.

Unable to walk on water, Andrén flew from Europe to Florida. He got in Miami in March and is on the Southern Tier Bicycle Route traveling to San Diego.

Andrén, who is single and has no children, admitted that not having a family made his decision to walk the earth easier. He added

that one of the benefits of his journey is having time to think about his life.

"That's one of the benefits; it's almost like a form of meditation you get to think a lot about everything in your life, about what you are doing, what you are not doing and it really does give you a lot of time to reflect on everything," he said.

Andrén said he keeps in touch with his sister once a month to update her on his travel.

In his Texas walk, Andrén said he has had a chance to go shooting.

"It's Texas so you have to go shooting a gun," he said.

When asked how the U.S. compares to other places in the world, Andrén said: "People in America have been very hospitable, probably the most hospitable of the whole trip."

From San Diego, he will fly to Bangkok, Thailand

and make his way down to Australia.

Andrén said he hopes to finish his journey by the end of 2015.

"I'm trying to become a minimalist vagabond basically. I'm trying to see what it's like to live with a minimal of possessions and not even have a home, like a steady one place," Andrén said.

The global traveler is documenting his trip through his website www.the-walk-as and other social media. People can donate to Andrén's trip via his website.

Andrén added that while he expected to run into trouble such as getting robbed or not being able to count on the kindness of strangers, his trip has shown him the best of humanity.

Luis Carlos Lopez may be reached at 546-6381.

CRIME

## Rapper Wiz Khalifa fails to show up to court

By Daniel Borunda  
dborunda@elpasotimes.com  
@borundadaniel on Twitter



Thomaz

An arrest warrant for rapper Wiz Khalifa will be filed after he didn't show up to an El Paso court Wednesday to face a misdemeanor possession of marijuana charge.

An official at County Court of Law No. 1 said a warrant will be issued for Khalifa, 26, whose real name is Cameron Thomaz. He faces a misdemeanor charge of possession of less than two ounces of marijuana. Court records show that he did not have a lawyer listed.

On May 25, Khalifa was arrested at El Paso International Airport after per-

forming at the Neon Desert Music Festival. During a security screening by the Transportation Security Administration, a metal container allegedly containing a half-gram of marijuana was found inside a backpack. El Paso police were then called to the scene and Khalifa was arrested, police said.

While in a detention cell, Khalifa took a selfie that he then posted on social media. The photo spread with his fans responding with "Free Trap Wiz."

El Paso police said that Khalifa had asked to use his cellphone to call a relative when he took the photo that he then posted on social media. Khalifa was later released on \$300 bond.

It is not the first time that hip hop artists are arrested in El Paso on drug charges.

Two other well-known rappers arrested in El Paso on marijuana possession charges have since seen those charges dismissed.

In 2011, El Paso County constables arrested Paul Wall, real name Paul Michael Slayton, and Baby Bash, real name Ronald Ray Bryant, in the parking lot of a West Side nightclub hours after playing a concert at Buchanan's Event Center in East El Paso.

The constables allegedly found a glass vial and a loose piece of a green leafy substance in the console of a van that Slayton and Bryant had been traveling in. Both men were arrested on suspicion of possession of less than 2 ounces of marijuana in a drug-free zone.

Both men had pleaded not guilty.

The charge against Slayton was dismissed by County Court At Law No. 4 Judge Alejandro Gonzalez in July 2013, court records show. About a month later, the charge against Bryant was also dismissed.

Daniel Borunda may be reached at 546-6102. Reporter Adriana M. Chavez contributed to this report.

**CORRECTED**

### 2014 Property Tax Rates in CITY OF SOCORRO

This notice concerns the 2014 property tax rates for CITY OF SOCORRO. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:	
Last year's operating taxes	\$3,908,998
Last year's debt taxes	\$1,194,153
Last year's total taxes	\$5,103,151
Last year's tax base	\$883,131,857
Last year's total tax rate	\$0.577847/\$100

This year's effective tax rate:	
Last year's adjusted taxes (after subtracting taxes on lost property)	\$5,098,551
+ This year's adjusted tax base (after subtracting value of new property)	\$871,230,601
= This year's effective tax rate	\$0.585212/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:	
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,905,474
+ This year's adjusted tax base	\$871,230,601
= This year's effective operating rate	\$0.448271/\$100
x 1.08 this year's maximum operating rate	\$0.484122/\$100
+ This year's debt rate	\$0.204426/\$100
= This year's total rollback rate	\$0.688558/\$100

**Statement of Increase/Decrease**

If CITY OF SOCORRO adopts a 2014 tax rate equal to the effective tax rate of \$0.585212 per \$100 of value, taxes would increase compared to 2013 taxes by \$98,486.

**Schedule A - Unencumbered Fund Balance**

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
Maintenance and Operations Fund	2,539,839

**Schedule B - 2014 Debt Service**

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Certificate of Obligation - Series 2005	170,000	183,598	0	353,598
Certificate of Obligation - Series 2010	135,000	103,575	0	238,575
Certificate of Obligation - Refunding - Series 2010	185,000	42,975	0	227,975
Certificate of Obligation - Series 2011	20,000	89,700	0	109,700
Certificate of Obligation - Series 2012	115,000	147,800	0	262,800
Certificate of Obligation - Series 2014	215,000	409,368	0	624,368
Total required for 2014 debt service		\$1,817,036		\$0
- Amount (if any) paid from Schedule A		\$0		\$0
- Amount (if any) paid from other resources		\$0		\$0
- Excess collections last year		\$0		\$0
= Total to be paid from taxes in 2014		\$1,817,036		\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2014		\$0		\$0
= Total debt levy		\$1,817,036		\$0

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at the City of El Paso Tax Office located at 221 N. Kansas, Suite 300.

Name of person preparing this notice: Maria O. Ramos, RTA  
Title: Tax Deputy Administrator  
Date Prepared: 08/05/2014

### 2014 Property Tax Rates in El Paso Community College

This notice concerns the 2014 property tax rates for El Paso Community College. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:		
Last year's operating taxes	\$48,264,505	
Last year's debt taxes	\$0	
Last year's total taxes	\$48,264,505	
Last year's tax base	\$38,810,624,884	
Last year's total tax rate	\$0.124359/\$100	

This year's effective tax rate:		
Last year's adjusted taxes (after subtracting taxes on lost property)	\$47,836,780	
+ This year's adjusted tax base (after subtracting value of new property)	\$37,336,681,686	
= This year's effective tax rate	\$0.128122/\$100	

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:		
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$47,836,780	
+ This year's adjusted tax base	\$37,336,681,686	
= This year's effective operating rate	\$0.128122/\$100	
x 1.08 this year's maximum operating rate	\$0.138371/\$100	
+ This year's debt rate	\$0/100	
= This year's total rollback rate	\$0.138371/\$100	

**Statement of Increase/Decrease**

If El Paso Community College adopts a 2014 tax rate equal to the effective tax rate of \$0.128122 per \$100 of value, taxes would increase compared to 2013 taxes by \$601,837.

**Schedule A - Unencumbered Fund Balance**

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
Maintenance & Operations (M&O)	\$30,483,128

**Schedule B - 2014 Debt Service**

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Total required for 2014 debt service		\$0		\$0
- Amount (if any) paid from Schedule A		\$0		\$0
- Excess collections last year		\$0		\$0
= Total to be paid from taxes in 2014		\$0		\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2014		\$0		\$0
= Total debt levy		\$0		\$0

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 500 E. Overland, Ste. 101, El Paso, Texas 79901 (915) 546-2096 • www.epccomy.com.

Name of person preparing this notice: Victor A. Flores, R.T.C.  
Title: El Paso County Tax Assessor-Collector  
Date Prepared: 07/28/2014

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

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

*Willie Norfleet, Jr.*  
City Manager

**DATE: OCTOBER 30, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: KARINA HAGELSIEB**

**SUBJECT: DISCUSSION AND ACTION ON ACCEPTING THE LETTER OF EXPLANATION FROM THE ELECTRIC COMPANY FOR AN OVERPAYMENT OF FRANCHISE TAXES FOR THE PERIOD APRIL 2010 TO DECEMBER 2012.**

**SUMMARY**

The Electric Company adopted a new billing system in April 2010. During the transitional period of implementation, the billing system was not providing jurisdictional statistical information utilized to derive at the franchise fee. In January 2013, the billing software was fully implemented and working adequately. Between April 2010 and January 2013, the franchise fee was calculated using estimates for either write offs or jurisdictional revenues. When the actual information became available, a retroactive calculation was done. According to the letter of explanation, Electric Company overpaid the City \$22,388.09.

**STATEMENT OF THE ISSUE**

The Electric Company is proposing to reduce our quarterly payments in FY15 equally by \$5,597.02 to recover the overpayment made to us. The Electric Company paid the City a total of \$211,093 and 212,706.59 in 2013 and 2014, respectively. The overpayment amount represents approximately 10% of the total reimbursements we receive annually from the Electric Company. The Electric Company is our largest source of franchise fee revenue, Time Warner is second at approximately \$75,110, and Texas Gas third at approximately \$69,261 annually. The total amount of franchise fees the City receives annually are approximately \$400,000 annually. The Electric Company represents 50% of the total amount of our franchise revenue.

### **FINANCIAL IMPACT**

The overpayment will create a liability in the FY14 books as deferred revenue. As the reductions in the franchise fee are made the deferred revenue will be decreased in FY15. The FY14 financial reports will reflect a reduction of revenue of \$22,388.09 for prior year's revenue.

### **ALTERNATIVE**

The alternative is to dispute this matter and take it to litigation or mediation.

### **STAFF RECOMMENDATION**

The Staff recommends approving this item. Tables were provided which reconcile the actual reimbursements with the recalculated amounts.



El Paso Electric

P.O. Box 982  
El Paso, Texas  
79960-0982  
(915) 543-5711

October 24, 2014

Mr. Willie Norfleet Jr.  
City Manger  
City of Socorro Texas  
124 S. Horizon Blvd.  
Socorro, TX 79927

Dear Mr. Norfleet

As we discussed, the following is a brief explanation of the cause of the variances between final calculated franchise fee amounts and estimated franchise fees paid to the City of Socorro ("City") by El Paso Electric Company ("the Company") for the time period April 2010 to December 2012. There are no adjustments for 2013 or 2014.

In April 2010, the Company installed a new billing system. At the time of the installation of the system, the revenue reports produced by the system did not include the detail of revenues, write-offs and recoveries by the various jurisdictions in which the Company operates. In order to calculate franchise fees due to the various jurisdictions, the Company needed to estimate revenues by jurisdiction. The calculation of the estimated revenues was performed based on the overall increase in Company-wide revenues compared to the same time period in the prior year multiplied by the jurisdictional revenues for the prior year. For example, if the revenues in the second quarter of 2010 increased by 10% over the revenues in the second quarter of 2009, the Company increased the jurisdictional revenues in the City from the second quarter of 2009 by 10% and used those revenues to calculate the estimated franchise fee for the second quarter of 2010.

In the second quarter of 2011, the billing system began producing revenue reports which included revenues by jurisdiction. However, these reports only included billed revenues and did not include write-offs and recoveries by jurisdiction. Write-offs and recoveries continued to be estimated using the above methodology until the end of 2012. The variances between the final calculated and estimated franchise fees continued to decrease during this time period as reports were developed in the billing system to report write-offs and recoveries by jurisdiction. The jurisdictional reports were completed in January 2013, and, from that point forward, the Company's calculations of franchise fees by jurisdiction have been based on actual revenues, write-offs and recoveries.

The Company was able to produce detail revenue, write-off and recovery reports by jurisdiction from 2010 to 2012 beginning in the third quarter of 2013. The Company began preparing amended calculations for all jurisdictions at that time. In total, the Company prepared more than 600 amended calculations and returns for all jurisdictions for the time period involved. This process took more than 8 months and was completed in February 2014.

The Company does not anticipate that the events described above will occur again in the future. The Company currently reconciles total billed revenues, write-offs and recoveries recorded in the general ledger to jurisdictional reports produced by the billing system. Once total revenues are verified, the billing system reports are used to determine revenue amounts in the various jurisdictions. Franchise fees are calculated using this information for each jurisdiction.

We hope that the above narrative provides an explanation as to the cause of the overpayments made to the City for the time period April 2010 to December 2012. The Company proposes to credit the total overpayment of \$22,388.09 against quarterly franchise fee payments in four (4) quarterly reductions in the amount of \$5,597.02 per per quarter beginning with the franchise fee payment for the quarter ended September 30, 2014. We apologize for the delay in correcting these payments. If you have any questions, or need additional information, please feel free to contact Cindy Prieto at 915-543-4308 or James Kimmelman at 915-521-4456.

Sincerely,



Marybeth Stevens  
Assistant VP – External Affairs and Public Relations

City of Socorro  
Franchise Fee Differences

	<u>As Originally Filed</u>		<u>As Amended</u>		<u>Over/(Under) Payment</u>	
	<u>Revenue</u>	<u>Franchise Fee</u>	<u>Revenue</u>	<u>Franchise Fee</u>	<u>Revenue</u>	<u>Franchise Fee</u>
<b>2010</b>						
<b>Quarter 1</b>	2,176,316.76	43,526.34	2,176,316.76	43,526.34	0.00	0.00
<b>Quarter 2</b>	3,079,613.62	61,592.27	2,489,326.85	49,786.54	590,286.77	11,805.73
<b>Quarter 3</b>	3,794,973.43	75,899.47	3,304,424.64	66,088.49	490,548.79	9,810.98
<b>Quarter 4</b>	2,191,064.09	43,821.28	2,165,770.35	43,315.41	25,293.74	505.87
<b>Totals</b>	<b>11,241,967.90</b>	<b>224,839.36</b>	<b>10,135,838.60</b>	<b>202,716.78</b>	<b>1,106,129.30</b>	<b>22,122.58</b>
<b>2011</b>						
<b>Quarter 1</b>	2,171,988.24	43,439.76	2,182,695.25	43,653.91	-10,707.01	-214.15
<b>Quarter 2</b>	2,372,451.22	47,449.02	2,362,899.11	47,257.98	9,552.11	191.04
<b>Quarter 3</b>	3,724,330.92	74,486.62	3,717,416.61	74,348.33	6,914.31	138.29
<b>Quarter 4</b>	2,314,957.72	46,299.15	2,314,150.30	46,283.01	807.42	16.14
<b>Totals</b>	<b>10,583,728.10</b>	<b>211,674.55</b>	<b>10,577,161.27</b>	<b>211,543.23</b>	<b>6,566.83</b>	<b>131.32</b>
<b>2012</b>						
<b>Quarter 1</b>	2,347,344.14	46,946.88	2,346,162.16	46,923.24	1,181.98	23.64
<b>Quarter 2</b>	2,558,240.49	51,164.81	2,556,690.35	51,133.81	1,550.14	31.00
<b>Quarter 3</b>	3,426,486.98	68,529.74	3,424,143.82	68,482.88	2,343.16	46.86
<b>Quarter 4</b>	2,181,803.22	43,636.06	2,180,168.28	43,603.37	1,634.94	32.69
<b>Totals</b>	<b>10,513,874.83</b>	<b>210,277.49</b>	<b>10,507,164.61</b>	<b>210,143.30</b>	<b>6,710.22</b>	<b>134.19</b>
<b>Total Over / (Under) Payments</b>					<b>22,388.09</b>	



*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1 / Mayor Pro Tem



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3

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

*Willie Norfleet, Jr.*  
City Manager

**DATE: OCTOBER 30, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: KARINA HAGELSIEB**

**SUBJECT: DISCUSSION AND ACTION ON ACCEPTING THE SETTLEMENT AGREEMENT WITH TIME WARNER AS A RESULT OF THE AUDIT CONDUCTED BY LGS.**

**SUMMARY**

On March 2013, the City of Socorro approved to contract Local Government Services (LGS) to conduct a Franchise Fee Payment Compliance Review of Time Warner Cable (TWC) for January 1, 2010 through December 31, 2013.

**STATEMENT OF THE ISSUE**

The audit performed by LGS concluded the following:

**Financial review:** \$3,214 is owed to the City. TWC provided information after the review was completed which reduced this amount to \$0.

**Interest due:** \$1,646 is owed to the City. TWC does not provide for interest payments.

**Jurisdiction review:** \$8,172 is owed to the City. TWC calculated \$1,934.

TWC is offering \$3,541 to settle this matter.

**FINANCIAL IMPACT**

LGS was paid \$3,000 to conduct this review. The purpose of this review was to recuperate any shortages in reimbursements retroactively and most importantly to correct errors which could potentially understate the fees going forward. The jurisdictional issues (errors) have been corrected by TWC.

**ALTERNATIVE**

The alternative is to dispute this matter.

**STAFF RECOMMENDATION**

The Staff recommends approving this item. The addresses which needed corrections have been updated and the settlement amount of \$3,541 is above what TWC claims to owe us, \$1,934.

**SETTLEMENT AGREEMENT BETWEEN  
THE CITY OF SOCORRO, TX AND TIME WARNER CABLE TEXAS LLC**

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is by and between the City of Socorro, Texas, with an address at 124 S. Horizon Boulevard, Socorro, TX 79927 (hereinafter the "City"), and Time Warner Cable Texas LLC, with its principal offices located at 60 Columbus Circle, New York, New York 10023 (hereinafter "Time Warner Cable") and is effective upon the date that the last signature is affixed hereto (hereinafter "Effective Date").

WHEREAS, Time Warner Cable operates a cable system in the City pursuant to Texas law; and

WHEREAS, the City alleged that Time Warner Cable did not pay the City the full amount of franchise fee revenue to which the City was legally entitled; and

WHEREAS, Time Warner Cable disagreed with the City's allegation that Time Warner Cable failed to pay the City full franchise fees; and

WHEREAS, the City and Time Warner Cable have reached a settlement of the issues in the dispute.

NOW THEREFORE, without either party admitting liability and with both parties preserving their rights under applicable law, and for the promises and consideration set forth herein and intending to be legally bound thereby, the parties agree as follows:

1. Payment of Retroactive Franchise Fees. Within thirty (30) days after the signing and execution of this Settlement Agreement, Time Warner Cable shall remit payment to the City in the amount of Three Thousand Five Hundred Forty-One Dollars (\$3,541.00) in full and final settlement of all alleged franchise fee underpayments to the City prior to September 30, 2014. On the Effective Date and in consideration of this settlement amount, the City releases and forever discharges Time Warner Cable from any and all claims of underpaid franchise fees to the City prior to such date.

2. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned or otherwise transferred without the prior express written consent of both parties.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

4. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Except as otherwise provided herein, Agreement shall not be modified except through an amendment in writing and signed by both parties.

5. Severability. If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, such section, provision or clause shall be deemed severable from the remaining portions of the

Agreement and shall not affect the legality, validity or enforceability of the remaining portions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement effective on the Effective Date.

CITY OF SOCORRO, TX

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

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

TIME WARNER CABLE TEXAS LLC

By: Todd Baxter

Name (Print): Todd Baxter

Title: RVP of Gov't Relations, Texas Region

Date: 10/20/2014

*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

**DATE: October 30, 2014**

**TO: Mayor and City Council**

**FROM: Anibal Olague**

**SUBJECT: Discussion and action to accept grant award in the amount of \$7,200 from the Rio Grand Council of Governments Solid Waste Program**

### **SUMMARY**

The Special Projects office secured a grant in the amount of \$7,200 for tire recycling in the City of Socorro.

### **BACKGROUND**

The City is experiencing a problem with illegal dumping. More specifically, residents are disposing tires in city right-of-way or private property back yards. This has become a health and safety matter that needs to be address by City officials. This is the second year the City has secured funds for this initiative.

### **STATEMENT OF THE ISSUE**

### **FINANCIAL IMPACT**

**The grant will minimize the cost of tire recycling. Presently, a container that transports approximately 1500 tires is causing the city about \$1,800.**

### **ALTERNATIVE**

Use City funds to cover the cost.

**STAFF RECOMMENDATION**

Approve

**REQUIRED AUTHORIZATION**

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

*Jesus Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodríguez*  
District 2

*Victor Perez*  
District 3 – Mayor Pro Tem

*Vacant*  
District 4

*Willie Norfleet, Jr.*  
City Manager

**DATE:** October 30, 2014

**TO:**

**FROM:** Anibal Olague, Special Projects Office

**SUBJECT:**

**Purchase of P25 Radios for Police Department**

**SUMMARY**

The Special Projects Office secured a grant to purchase P25 Radios for the Socorro Police Department. The Department is proposing upgraded equipment that has a total cost of \$ 39,317.00. Socorro PD is recommending to cover the difference from funds available in the City.

**BACKGROUND**

The Special Projects office secured a grant in the amount of \$33, 814. 38 to purchase P 25 radios for the Socorro Police Department from the Governors Criminal Justice Division.

**STATEMENT OF THE ISSUE**

The proposed equipment will provide a better service and increase communication with other law enforcement agencies.

**FINANCIAL IMPACT**

\$ 5,502.62

**ALTERNATIVE**

Reduce amount of radios

**STAFF RECOMMENDATION**

**REQUIRED AUTHORIZATION**



Quote Number: QU0000296544

Effective: 24 OCT 2014

Effective To: 23 DEC 2014

**Bill-To:**

SOCORRO POLICE DEPT  
670 POONA RD  
SOCORRO, TX 79927  
United States

Attention:

**Name:** Angel Almanza  
**Email:** aalmanza@ci.socorro.tx.us  
**Phone:** 915-858-6986

Sales Contact:

**Name:** Mercy Borunda  
**Email:** mercy@rtcinc.org  
**Phone:** (915) 584-6646

**Contract Number:** TEXAS DIRECT  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	10	H46KDD9PW5BN	XTS2500 136-174MHZ/ 1-5W/ 96 CHANNELS/ NO KEY PAD/ MODEL 1.5	\$712.50	\$7,125.00
1a	10	Q393BF	ALT: BATTERY IMPRES NIMH FM 1700 MAH (NTN9857)	\$35.25	\$352.50
1b	10	Q159AC	ADD: XTS2500 UCM HARDWARE ENCRYPTION	\$112.50	\$1,125.00
1c	10	Q58AD	ENH: 2 YEAR ENCRYPTED REPAIR SERVICE ADVANTAGE	\$97.00	\$970.00
1d	10	Q574AL	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,256.25	\$12,562.50
1e	10	Q629AD	ADD: AES ENCRYPTION	\$356.25	\$3,562.50
1f	10	Q498AV	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY	\$555.00	\$5,550.00
1g	10	G996AB	ENH: OVER THE AIR PROVISIONING	\$75.00	\$750.00
1h	10	Q883AB	ENH: 3600/ 9600 INTEROPERABILITY	\$375.00	\$3,750.00
1i	10	Q947AM	ENH: RADIO PACKET DATA	\$150.00	\$1,500.00
1j	10	H345AE	ADD: LINK LAYER RADIO AUTHENTICATION	\$75.00	\$750.00
2	10	NTN1873A	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$132.00	\$1,320.00

**Total Quote in USD**

**\$39,317.50**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



# Texas Department of Public Safety

## 2014 Sub-Recipient Award for City of Socorro

**1. General Award Information** Reference/Encumbrance No:

Date of Award: September 16, 2014 Prepared By: Lara, Pete H. 3. SAA Award Number: 14-SR 68636-01

**4. Sub-Recipient Name and Address** **5. Federal Grant Information**

Mayor Jesus Ruiz  
City of Socorro  
124 S. Horizon Blvd.  
Socorro, TX 79927

**Federal Grant Title:** Homeland Security Grant Program (HSGP)  
State Homeland Security Program (SHSP)  
**Federal Grant Award Number:** EMW-2014-SS-00029  
**Federal Granting Agency:** U.S. Department of Homeland Security(DHS)  
Federal Emergency Management Agency (FEMA)  
**Date Federal Grant Awarded to TxDPS:** August 6, 2014  
**CFDA:** 97.067

**6. Award Amount and Grant Breakdowns**

**SHSP LETPA**  
  
\$33,814.38

Grant Period:	
<b>From:</b> Sep 1, 2014	<b>To:</b> Jan 31, 2016
<i>(The SAA must receive all invoices by the end of grant period)</i>	

**7. Statutory Authority for Grant:** The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

**8. Method of Payment:** Primary method is reimbursement.

**9. Debarment/Suspension Certification:** The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

**10. Agency Approvals**

**Approving TxDPS Official:**  
Garry Jones  
Deputy Assistant Director  
Texas Homeland Security  
State Administrative Agency  
Texas Department of Public Safety

**Signature of TxDPS Official:**

**11. Sub-Recipient Acceptance**

**I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.**

**Print name and title of Authorized Sub-Recipient Official:**  
The Honorable Jesus Ruiz  
Mayor, City of Socorro

**Signature of Sub-Recipient Official:**

**Enter Employer Identification Number (EIN) or Federal Tax Identification Number:**

**DUNS Number:**

**Date Signed :**  
9/19

**DUE DATE: October 31, 2014** Signed Award with Terms and Conditions must be returned to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov) on or before the due date.

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

**24. Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

**25. Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

**26. Closing of this Grant**

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

Print Name of Authorized Official Jesus Ruiz

Title Mayor

Sub-recipient Organization City of Socorro

JRuiz 9/19  
 Signature of Authorized Official Date

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**Please fill in the appropriate information and sign to certify this Exhibit A.**

Print Name of Authorized Official Jesus Ruiz

Title Mayor

Sub-recipient Organization City of Socorro

JRuiz 9/19  
Signature of Authorized Official Date

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

**Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.**

Print Name of Authorized Official Jesus Ruiz

Title Mayor

Sub-recipient Organization City of Socorro

JRuiz 9/19  
Signature of Authorized Official Date

**Exhibit C**

**Certifications**

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

- 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
- 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
- 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
- 5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and Sub-recipient will require such compliance in any sub-grants or contract at the next tier.

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

**Please fill in the appropriate information and sign to certify this Exhibit C.**

Print Name of Authorized Official Jesus Ruiz

Title Mayor

Sub-recipient Organization City of Socorro

JR  
Signature of Authorized Official

9/19  
Date

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

Print Name of Authorized Official Jesus Ruiz

Title Mayor

Sub-recipient Organization City of Socorro

 9/19  
Signature of Authorized Official 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: October 16, 2014**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CHIEF CARLOS MALDONADO**

**SUBJECT: DISCUSSION AND ACTION TO ALLOW THE SOCORRO POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH SOCORRO INDEPENDENT SCHOOL DISTRICT (SISD) AND YSLETA DEL SUR PUEBLO TRIBAL POLICE DEPARTMENT (TPD) FOR THE PURPOSE OF ENTERING AND MAINTAINING RECORDS FOR A NON-TERMINAL AGENCY AGREEMENT.**

**SUMMARY**

The non-terminal agencies do not have the staff or capability to enter information into the NCIC/TCIC databases. They are asking the Socorro Police Department (SPD) to enter and maintain these records for them. There is no liability for the SPD in entering these records.

**BACKGROUND**

Previous Chiefs have entered into same type of agreement with SISD. TPD is now asking for the same cooperation and agreement.

**STATEMENT OF THE ISSUE**

This is a great opportunity to better the partnerships that are already established with these two agencies.

**FINANCIAL IMPACT: None**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

No participation.

**STAFF RECOMMENDATION**

Chief Maldonado recommends approval to sign MOUs.

**REQUIRED AUTHORIZATION**

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

**STATE OF TEXAS**

**CITY OF SOCORRO**

**MEMORANDUM OF AGREEMENT**

**COUNTY OF EL PASO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the Socorro Police Department, herein referred to as SPD and the Socorro Independent School District, herein referred to as SISD PD.

WHEREAS, the SISD PD desires to access various system managed by the FBI CJIS Division through the SPD using their own ORI. This would enable SISD PD to request information on existing records in NCIC/TCIC. Using SPD personnel, SISD PD will be able to enter, modify, supplement, clear and cancel NCIC/TCIC records.

WHEREAS, the implementation of this service benefits both departments and the City of Socorro.

NOW THEREFORE, the parties agree as follows:

1. SPD will enter records into NCIC/TCIC and maintain file for validation, modification, supplementation, clearance and cancellation.
2. SISD PD will provide copies of reports concerning records to be entered.
3. All entries must meet criteria for entry.
4. SISD PD shall be responsible for all their dispatchers and officers to receive adequate NCIC/TCIC certification and training.
5. Any pursuant investigation and follow up will be the responsibility of SISD PD personnel.
6. Any equipment needed to implement this service will be provided by SISD PD.
7. There are no fees or cost to participate in this agreement other than those specified in item #6.
8. LAWS GOVERNING AGREEMENT. For purposes of determining the place of the Agreement and the laws governing the same, it is agreed that this MOU is entered in the County of El Paso, state of Texas, and shall be governed by the laws of the State of Texas.
9. DURATION OF AGREEMENT. The term of the agreement is one calendar year from the \_\_\_\_\_ day of \_\_\_\_\_, 2014 and may be renewed with a written 20 day advance notice. SPD and SISD PD both reserve the right to cancel this agreement upon giving a 10 day written notice to the other party. In

the event of an early termination, any equipment provided to SPD by SISD PD under this agreement will be returned as is.

10. ENTIRE AGREEMENT. The Memorandum of Agreement constitutes and expresses the entire agreement of the parties hereto and references the services provided.

This agreement shall be construed in accordance with the laws of the State of Texas. All obligations of the parties are performable in El Paso County, Texas. If one or more of the provisions of this agreement shall be held invalid, illegal, or unenforceable, such validity, illegality or enforceability shall not affect any other provision and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been included.

EXECUTE this \_\_\_\_\_ day of \_\_\_\_\_, 2014

ATTEST:

  
\_\_\_\_\_  
Carlos R. Maldonado  
Chief of Police  
Socorro Police Department  
ORI: TX0711600

  
\_\_\_\_\_  
Luis Vega  
Chief of Police  
Socorro ISD Police  
ORI: TX0712200

## NON-TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between SOCORRO POLICE DEPARTMENT  
hereinafter called the Terminal Agency, and SISD POLICE DEPARTMENT  
hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day per week basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency **must** deliver to the Terminal Agency the original warrants to be held on file until such time as the record is canceled/cleared.

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency **must** deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-24 hour agency, the records must be entered with the Terminal Agency's ORI, and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

(Non-Terminal Agency Agreement)

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

This agreement becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In witness whereof, the parties here to cause this agreement to be executed by the proper officers and officials.

Terminal Agency

By: C. R. Maldonado

Title: CHIEF

Date: 9-24-14

Non-Terminal Agency

By: Luis A. Vega

Title: Chief of Police SISO

Date: 9-24-2014

## NON-ENTERING TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between SOCORRO POLICE DEPARTMENT hereinafter called the Entering Twenty-Four Hour Terminal Agency and SISD POLICE DEPARTMENT hereinafter called the Non-Entering Twenty-Four Hour Terminal Agency.

The Entering Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non-Entering Twenty-Four Hour Terminal Agency.

All records must be entered with the Entering Twenty-Four Hour Terminal Agency's ORI, and all case reports and original warrants must be held at the Entering Twenty-Four Hour Terminal Agency for hit confirmation purposes.

The Non-Entering Twenty-Four Hour Terminal Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Entering Twenty-Four Hour Terminal Agency reserves the right to suspend service to the Non-Entering Twenty-Four Hour Terminal Agency which may include canceling of records entered for the Non-Entering Twenty-Four Hour Terminal Agency when applicable policies are violated. The Entering Twenty-Four Hour Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Entering Twenty-Four Hour Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Entering Twenty-Four Hour Terminal Agency and to immediately notify the Entering Twenty-Four Hour Terminal Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Entering Twenty-Four Hour Terminal Agency agrees to enter, update and remove all records for the Non-Entering Twenty-Four Hour Terminal Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non-Entering Twenty-Four Hour Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Entering Twenty-Four Hour Terminal Agency.

Either the Entering Twenty-Four Hour Terminal Agency or the Non-Entering Twenty-Four Hour Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non-Entering Twenty-Four Hour Terminal Agency agrees to indemnify and save harmless the Entering Twenty-Four Hour Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Entering Twenty-Four Hour Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

This agreement becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

Entering Twenty-Four Hour Terminal Agency

By: C. R. Maldonado

Title: CHIEF

Date: 9-24-04

Non-Entering Twenty-Four Hour Terminal Agency

By: Luis A. Vega

Title: Chief of Police SISD

Date: 9-24-2014

## NON-TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between Socorro Police Department hereinafter called the Terminal Agency, and Ysleta Del Sur Pueblo Tribal Police Department hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day per week basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency **must** deliver to the Terminal Agency the original warrants to be held on file until such time as the record is canceled/cleared.

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-24 hour agency, the records must be entered with the Terminal Agency's ORI, and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

(Non-Terminal Agency Agreement)

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

This agreement becomes effective on the 11th day of September, 2014.

In witness whereof, the parties here to cause this agreement to be executed by the proper officers and officials.

Terminal Agency

By: Carlos R. Maldonado

Title: Chief Of Police

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

Non-Terminal Agency

By:   
Raul Candelaria, Jr.

Title: Chief Of Police

Date: 9/11/14



*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:** 10/15/2014

**TO:** Sandra Hernandez; City Clerk

**FROM:** Victor Reta Recreation Centers Supervisor & Event Coordinator

**SUBJECT:** Discussion & Action on Pending Ahern Rentals Invoice

**SUMMARY**

The original PO was created in the amount for the quoted price. Generators were used beyond the scope of the original rental agreement in order to begin setup procedures for the stage, lighting, & sound; in addition to the refueling fee, the invoice totaled higher than expected; however in paying this amount, the City will not be going over budget. In order to be in compliance with Purchasing Policy, this item is being brought before council as instructed.

**BACKGROUND**

Purchasing policy states all after the fact purchases must be presented to council.

**STATEMENT OF THE ISSUE**

Original PO is less than the total invoice due to overage in hours used & refueling charges.

**FINANCIAL IMPACT**

Funding source: Event Budget  
Original PO Amount: \$1543.55  
Invoice Total: \$2527.85  
Difference: 984.30

**ALTERNATIVE: NONE**

**STAFF RECOMMENDATION:**

Staff recommends to pay the invoice as services have been rendered and received.

**REQUIRED AUTHORIZATION**

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



Date: 9/19/14

Time: 11:01

*Ahern Rentals*

To: ROY

Company: CITY OF SOCORRO TEXAS

Message: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: ART MARQUEZ

Location: EL PASO

Phone: 915-875-1800

Fax #: 915-875-1799

**SEND PAYMENTS TO:**

AHERN RENTALS  
 PO BOX 271390  
 LAS VEGAS NV 89127-1390  
 TEL: 702-362-0623  
 FAX: 702-966-4864



**CUSTOMER ASSISTANCE:**

EL PASO  
 1301 GAIL BORDEN PL  
 EL PASO TX 79935-5301  
 TEL: 915-875-1800  
 FAX: 915-875-1799  
 MON - FRI 6:00-5:00  
 SATURDAY CLOSED  
 SUNDAY CLOSED

**RESERVATION**

\*\* COPY \*\*

**Customer:**

CITY OF SOCORRO TEXAS  
 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

Customer #.. 258504  
 Contract #.. 13739548  
 Contract dt. 9/03/14  
 Date Out.... 9/20/14 7:00 AM  
 Est return.. 9/21/14 7:00 AM  
 Job Loc..... COUGAR PARK;10664 SOCORRO R  
 Job #..... COUGAR PARK  
 P.O. #..... PENDING  
 Ordered By.. IVETTE/ROY/ART  
 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

**Job Site:**

COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
 Map page/grid: EP830/C

Qty	Equipment	Min	Day	Week	4 Week	Amount
2	LIGHT, FLOOD, (4) 1000W, 28'-30'HI, DSL, TOW EQP#: 2855455 CUSTOMER CALL WHEN DONE	72.00	72.00	276.00	816.00	144.00
: >>>There will be a CLEANING FEE assessed if unit is returned DIRTY <<< : >>>NOTE:Metered time OVER 10 hours per DAY, 50 hours per WEEK, and 200 hours per MONTH is charged for, in ADDITION to, regular rental charge.						
1	GENERATOR, 56KW, 70KVA, DSL, TOW EQP#: 2153432	153.00	153.00	536.00	1607.00	153.00
: >>>NOTE:Metered time OVER 10 hours per DAY, 50 hours per WEEK, and 200 hours per MONTH is charged for, in ADDITION to, regular rental charge. >>> OVERTIME RATES FOR GENERATORS ARE IN ADDITION TO RENTAL CHARGES << ***50 HOURS PER WEEK 200 HOURS PER MONTH MAXIMUM RUN BEFORE O/T CHGS** *****\$8.00 PER HOUR OVER (50) MAX WEEKLY RATE \$1200.00 24HR RUN***** *****\$6.00 PER HOUR OVER (200) MAX MONTHLY RATE \$3600.00 24HR RUN***** *** ***_x_*** ***						
1	GENERATOR, 36KW, 45KVA, DSL, TOW EQP#: 2153428	133.00	133.00	469.00	1407.00	133.00

CONTINUED

IF THE EQUIPMENT DOES NOT WORK PROPERLY  
 NOTIFY CUSTOMER ASSISTANCE AT ONCE

MULTIPLE SHIFTS OR  
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
 REFUELING, DAMAGES OR REPAIRS

1. Damage Waiver (12% of gross rental charges) will be charged absent of proof of insurance (see reverse side of this rental contract).
  2. Customer must call branch location to obtain call off rental number and is responsible for Equipment until it is picked up.
  3. If Customer fails to return equipment within the time specified above. Customer is deemed to have renewed the rental contract on the same terms and conditions.
  4. Compliance with California Air Resources Board (CARB) Idling Regulation (Title 13, California Code of Regulations: § 2449(d)(3)): Any in-use off-road diesel vehicle may not idle for more than 5 consecutive minutes. Lessee is responsible for compliance with CARB off-road diesel engine idling limits and is responsible for any penalties or fines incurred for non-compliance.
  5. For rentals of equipment registered in California's Statewide Portable Equipment Registration Program (PERP), you acknowledge receipt of a written copy of the registration certificate, the operating conditions and a written log for such equipment.
- This Rental Contract consists of both sides of this document. I have had the opportunity to read the terms and conditions on both sides of this Rental Contract and have been instructed in the proper use and operation of the Equipment delivered and will ensure that all operators receive this training and the instructions contained in the manufacturer's operation manual, a copy of which has been provided with the Equipment, which will be read by each operator. I have understood the instructions provided, and all questions have been answered to my satisfaction.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_

Terms: Payment Due within 10 days of invoice. A finance charge of 2% per month will be added to past due accounts.

Please visit us on the web at [www.Ahern.com](http://www.Ahern.com) or you may call our 24 hour service at 800-400-1610.

**SEND PAYMENTS TO:**

AHERN RENTALS  
 PO BOX 271390  
 LAS VEGAS NV 89127-1390  
 TEL: 702-362-0623  
 FAX: 702-966-4864



**CUSTOMER ASSISTANCE:**

EL PASO  
 1301 GAIL BORDEN PL  
 EL PASO TX 79935-5301  
 TEL: 915-875-1800  
 FAX: 915-875-1799  
 MON - FRI 6:00-5:00  
 SATURDAY CLOSED  
 SUNDAY CLOSED

**RESERVATION**

\*\* COPY \*\*

**Customer:**

CITY OF SOCORRO TEXAS  
 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

Customer #.. 258504  
 Contract #.. 13739548  
 Contract dt. 9/03/14  
 Date Out.... 9/20/14 7:00 AM  
 Est return.. 9/21/14 7:00 AM  
 Job Loc..... COUGAR PARK;10664 SOCORRO R  
 Job #..... COUGAR PARK  
 P.O. #..... PENDING  
 Ordered By.. IVETTE/ROY/ART  
 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

**Job Site:**

COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
 Map page/grid: EP830/C

Qty	Equipment	Min	Day	Week	4 Week	Amount
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>>>NOTE: Metered time OVER 10 hours per DAY, 50 hours per WEEK, and 200 hours per MONTH is charged for, in ADDITION to, regular rental charge.  
 >>> OVERTIME RATES FOR GENERATORS ARE IN ADDITION TO RENTAL CHARGES<<<  
 \*\*\*50 HOURS PER WEEK 200 HOURS PER MONTH MAXIMUM RUN BEFORE O/T CHGS\*\*\*  
 \*\*\*\*\*\$6.00 PER HOUR OVER (50) MAX WEEKLY RATE \$900.00 24HR RUN\*\*\*\*\*  
 \*\*\*\*\*\$4.00 PER HOUR OVER (200) MAX MONTHLY RATE \$2800.00 24HR RUN\*\*\*\*\*

3	POWER CENTER EQP#: 3473440	19.00	19.00	55.00	123.00	57.00
4	CORD, EXTENSION, 50', 6GA, 4 WIRE	20.00	20.00	50.00	150.00	80.00

>>>Please be aware of the following replacement charges:  
 1) Lost, damaged or severed cords/cables: FULL REPLACEMENT  
 2) Lost, damaged or severed plugs, clamps or stingers: \$50.00 each

Condition of equipment:  
 OUT SERVICE TECH IN  
 Clamps: \_\_\_\_\_  
 Stingers: \_\_\_\_\_

CONTINUED

**IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE**      **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY**      **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS**

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CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_

Terms: Payment Due within 10 days of invoice. A finance charge of 2% per month will be added to past due accounts.

Please visit us on the web at [www.Ahern.com](http://www.Ahern.com) or you may call our 24 hour service at 800-400-1610.

**SEND PAYMENTS TO:**

AHERN RENTALS  
 PO BOX 271390  
 LAS VEGAS NV 89127-1390  
 TEL: 702-362-0623  
 FAX: 702-966-4864



**CUSTOMER ASSISTANCE:**

EL PASO  
 1301 GAIL BORDEN PL  
 EL PASO TX 79935-5301  
 TEL: 915-875-1800  
 FAX: 915-875-1799  
 MON - FRI 6:00-5:00  
 SATURDAY CLOSED  
 SUNDAY CLOSED

**RESERVATION**

\*\* COPY \*\*

**Customer:**

CITY OF SOCORRO TEXAS  
 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

Customer #.. 258504  
 Contract #.. 13739548  
 Contract dt. 9/03/14  
 Date Out.... 9/20/14 7:00 AM  
 Est return.. 9/21/14 7:00 AM  
 Job Loc..... COUGAR PARK;10664 SOCORRO R  
 Job #..... COUGAR PARK  
 P.O. #..... PENDING  
 Ordered By.. IVETTE/ROY/ART  
 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

**Job Site:**

COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
 Map page/grid: EP830/C

Qty	Equipment	Min	Day	Week	4 Week	Amount
-----	-----------	-----	-----	------	--------	--------

Ends:	_____	_____	_____	_____		
Cable/Cord:	_____	_____	_____	_____		
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	160642	EA	7.500			
	ENVIRONMENTAL CHARGE					
1	TDHET	EA	1.006			
	TEXAS DEALERS HEAVY EQUIPMENT TAX					
	DELIVERY CHARGE	- NORMAL		9/19/14	2:00 PM	450.00
	PICKUP CHARGE	- CUSTOMER CALL WHEN DONE				450.00
	IVETTE 915 860-9163					
					Rental-total:	1475.51
					Damage waiver:	68.04
	Taxable Sub-total:	642.54			Total:	1543.55

**IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE**      **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY**      **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS**

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**X** CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_

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 FAX: 915-875-1799  
 MON - FRI 6:00-5:00  
 SATURDAY CLOSED  
 SUNDAY CLOSED

**RENTAL INVOICE**

\*\* COPY \*\*

**Customer:**

CITY OF SOCORRO TEXAS  
 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

Customer #.. 258504  
 Invoice #... 13804707-1  
 Invoice Date 9/22/14  
 Date Out.... 9/20/14 7:00 AM  
 Date In..... 9/21/14 7:00 AM  
 Job Loc..... COUGAR PARK;10664 SOCORRO R  
 Job #..... COUGAR PARK  
 P.O. #..... 1717-VICTOR  
 Ordered By.. IVETTE/ROY/ART  
 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

**Job Site:**

COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
 Map page/grid: EP830/C

Qty	Equipment	Min	Day	Week	4 Week	Amount
-----	-----------	-----	-----	------	--------	--------

1	LIGHT, FLOOD, (4) 1000W, 28' -30' HI, DSL, TOW EQP#: 50470 HR OUT: 4708.90 HR IN: 4716.90	72.00	72.00	276.00	975.00	72.00
	Make: MULTIQUIP Model: LT12D Ser #: 4GNLT09105B903153					TOTAL: 8.00
1	LIGHT, FLOOD, (4) 1000W, 28' -30' HI, DSL, TOW EQP#: 60529 HR OUT: 4828.60 HR IN: 4838.20	72.00	72.00	276.00	975.00	72.00
	Make: ALLMAND Model: NITE LIGHT PRO Ser #: 0224PRO07					TOTAL: 9.60
1	GENERATOR, 56KW, 70KVA, DSL, TOW EQP#: 133951 HR OUT: 280.40 HR IN: 300.30	153.00	153.00	536.00	1607.00	153.00
	Make: ATLASCOPCO Model: QAS70 Ser #: 16MPF1027DD066925					TOTAL: 19.90
	<i>10 DAY RENTALS ALLOW FOR 10 HRS. 2.90 OVERTIME CHARGE: 151.47</i>					
1	GENERATOR, 36KW, 45KVA, DSL, TOW EQP#: 44835 HR OUT: 9133.70 HR IN: 9141.00	133.00	133.00	469.00	1407.00	133.00
	Make: MULTIQUIP Model: DCA45SSJU3C Ser #: 7203662/13876					TOTAL: 7.30
1	POWER CENTER EQP#: 72428	19.00	19.00	55.00	123.00	19.00
	Make: CEP Model: 6506GU Ser #: 42934					
1	POWER CENTER EQP#: 72589	19.00	19.00	55.00	123.00	19.00
	Make: CEP Model: 6506GU Ser #: 42972					
1	POWER CENTER EQP#: 91383	19.00	19.00	55.00	123.00	19.00
	Make: JP NOLAN Model: ?? Ser #: 59988					

CONTINUED

IF THE EQUIPMENT DOES NOT WORK PROPERLY  
 NOTIFY CUSTOMER ASSISTANCE AT ONCE

MULTIPLE SHIFTS OR  
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
 REFUELING, DAMAGES OR REPAIRS

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 TEL: 915-875-1800  
 FAX: 915-875-1799  
 MON - FRI 6:00-5:00  
 SATURDAY CLOSED  
 SUNDAY CLOSED

**RENTAL INVOICE**

\*\* COPY \*\*

**Customer:**  
 CITY OF SOCORRO TEXAS  
 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

**Job Site:**  
 COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
 Map page/grid: EP830/C

Customer #.. 258504  
 Invoice #... 13804707-1  
 Invoice Date 9/22/14  
 Date Out.... 9/20/14 7:00 AM  
 Date In..... 9/21/14 7:00 AM  
 Job Loc..... COUGAR PARK;10664 SOCORRO R  
 Job #..... COUGAR PARK  
 P.O. #..... 1717-VICTOR  
 Ordered By.. IVETTE/ROY/ART  
 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

Qty	Equipment	Min	Day	Week	4 Week	Amount
4	CORD, EXTENSION, 50', 6GA, 4 WIRE	20.00	20.00	50.00	150.00	80.00
<b>SALES ITEMS:</b>						
Qty	Item number	Unit	Price			
1	160642 ENVIRONMENTAL CHARGE	EA	7.500			7.50
1	TDHET TEXAS DEALERS HEAVY EQUIPMENT TAX	EA	1.360			1.36
9.3	DSL FUEL, DIESEL	GL	8.500			79.05
11.7	DSL FUEL, DIESEL	GL	8.500			99.45
37	DSL FUEL, DIESEL	GL	8.500			314.50
37.8	DSL FUEL, DIESEL	GL	8.500			321.30
	DELIVERY CHARGE					450.00
	PICKUP CHARGE					450.00
<b>TOTAL FUEL \$814.30</b>						
IVETTE 915 860-9163						
Rental-total:						2441.63
Damage waiver:						86.22
CONTINUED						

<b>IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE</b>	<b>MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY</b>	<b>CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS</b>
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CUSTOMER SIGNATURE	DATE	NAME PRINTED
		DELIVERED BY
		DATE

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 124 HORIZON BLVD  
 SOCORRO TX 79927-2620

**Job Site:**

COUGAR PARK  
 10664 SOCORRO RD  
 SOCORRO, TX 79927

C#: 915-858-2915 J#: 915-858-2915  
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 Written By.. ARTM  
 Sales Rep... 12295 - ROY AUTRY  
 Terms..... Net 10 Days

Qty	Equipment	Min	Day	Week	4 Week	Amount
-----	-----------	-----	-----	------	--------	--------

Taxable Sub-total: 1626.49

Total: 2527.85

*ALL RENTAL ITEMS WERE CHARGED EXACTLY AS QUOTED. 56KW GENERATOR WAS USED 19.9 HRS. 10HRS IS ALLOTTED PER DAILY RENTAL. 9.9 HRS X \$15.30/HK WAS CHARGED FOR OVERAGE. (\$153 PER DAY ÷ 10HRS.) \$151.47*

*ALL UNITS WERE REFUELED UPON RETURN. 95.8 GAL WERE DISPENSED. \$814.30*

**IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY CUSTOMER ASSISTANCE AT ONCE**

**MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY**

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**X**  
 CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_

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## 2014 Event Budget for City of Socorro

### Chili War Festival September 20, 2014

Total Expenses	Estimated	Actual
	\$20,000.00	\$15,861.85

Advertising	Estimated	Actual
Telemundo/ KVIA/Azteca	\$5,000.00	\$4,500.00
On-Line Media	\$0.00	In-House
Paper	\$200.00	\$150.00
Signs	\$0.00	In-House
<b>Totals</b>	<b>\$5,200.00</b>	<b>\$4,650.00</b>

Safety	Estimated	Actual
Life Ambulance	\$600.00	\$0.00
Insurance	\$500.00	DONATION
Fire Marshall's Permit	\$300.00	\$300.00
Crowd Management Security	\$900.00	\$780.00
<b>Totals</b>	<b>\$2,300.00</b>	<b>\$1,080.00</b>

Entertainment	Estimated	Actual
Interx'treme Activities	\$3,500.00	\$2,965.00
ABC Party World	\$500.00	\$369.50
DJ Music	\$0.00	\$0.00
Leon's Production & Sound	\$3,000.00	\$2,600.00
<b>Totals</b>	<b>\$7,000.00</b>	<b>\$5,934.50</b>

Utility	Estimated	Actual
Ahern Generators & Lights	\$1,543.55	\$1,543.55
Ahern Overages	\$0.00	\$984.30
Black Tie Sanitation Portables	\$500.00	\$290.00
Dumpsters	\$200.00	DONATION
Stage	\$360.00	DONATION
ABC Party World Tables, Chairs, Tents	\$300.00	\$369.50
<b>Totals</b>	<b>\$2,903.55</b>	<b>\$3,187.35</b>

Hourly Live Music Program	Estimated	Actual
Joe Barron		\$300.00
Electric Requiem		\$350.00
Fragmento		\$250.00
<b>Totals</b>	<b>\$3,000.00</b>	<b>\$900.00</b>

Awards	Estimated	Actual
CM Plaques & Trophies	\$0.00	\$105.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$105.00</b>

Support Services	Estimated	Actual
Bottled Water	\$30.00	In-House
Ice	\$10.00	\$5.00
<b>Totals</b>	<b>\$40.00</b>	<b>\$5.00</b>



*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:** October 16, 2014.  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet, City Manager

**SUBJECT:**

Plat approval for Burbridge Acres Replat "G", being a replat of Lot 8, Block 9, Burbridge Acres Subdivision, El Paso County, Texas, creating 7 lots plus one lot for ponding area.

**SUMMARY:**

The property matter of this request is located at Cinnabar Street, northerly located at 1200 feet from the intersection of Cinnebar St. and Burbridge Rd.

This property is located at 3,300 feet from the corporate limits of the City of Socorro within our 5 miles of Extra Territorial Jurisdiction (ETJ), under Texas Local Government Code 212.001

**BACKGROUND:**

This proposed Replat was introduced to the El Paso County in 2009 but it could not be recorded due to the subdivision moratorium that the City of Socorro was exercising. The proposed replat will not create a new street or access, nor modification of existing utilities.

**STATEMENT OF THE ISSUE:**

According to the information provided by the owner, the property will not be developed nor prepared to be sold, it will continue having the actual farmland and rural use, but the lots will be dedicated to his sons and daughters.

**ALTERNATIVE:**

No alternative.

**STAFF RECOMMENDATION:**

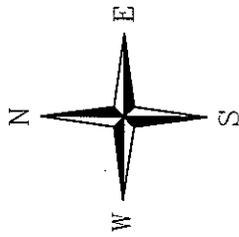
The Planning and Zoning Commission recommends APPROVAL.

**FINANCIAL IMPACT:**

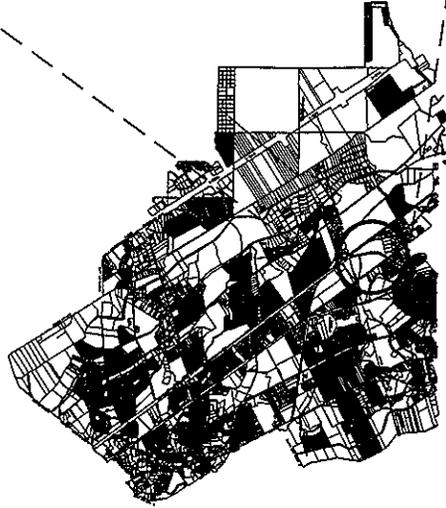
No impact.

**AUTHORIZATION:**

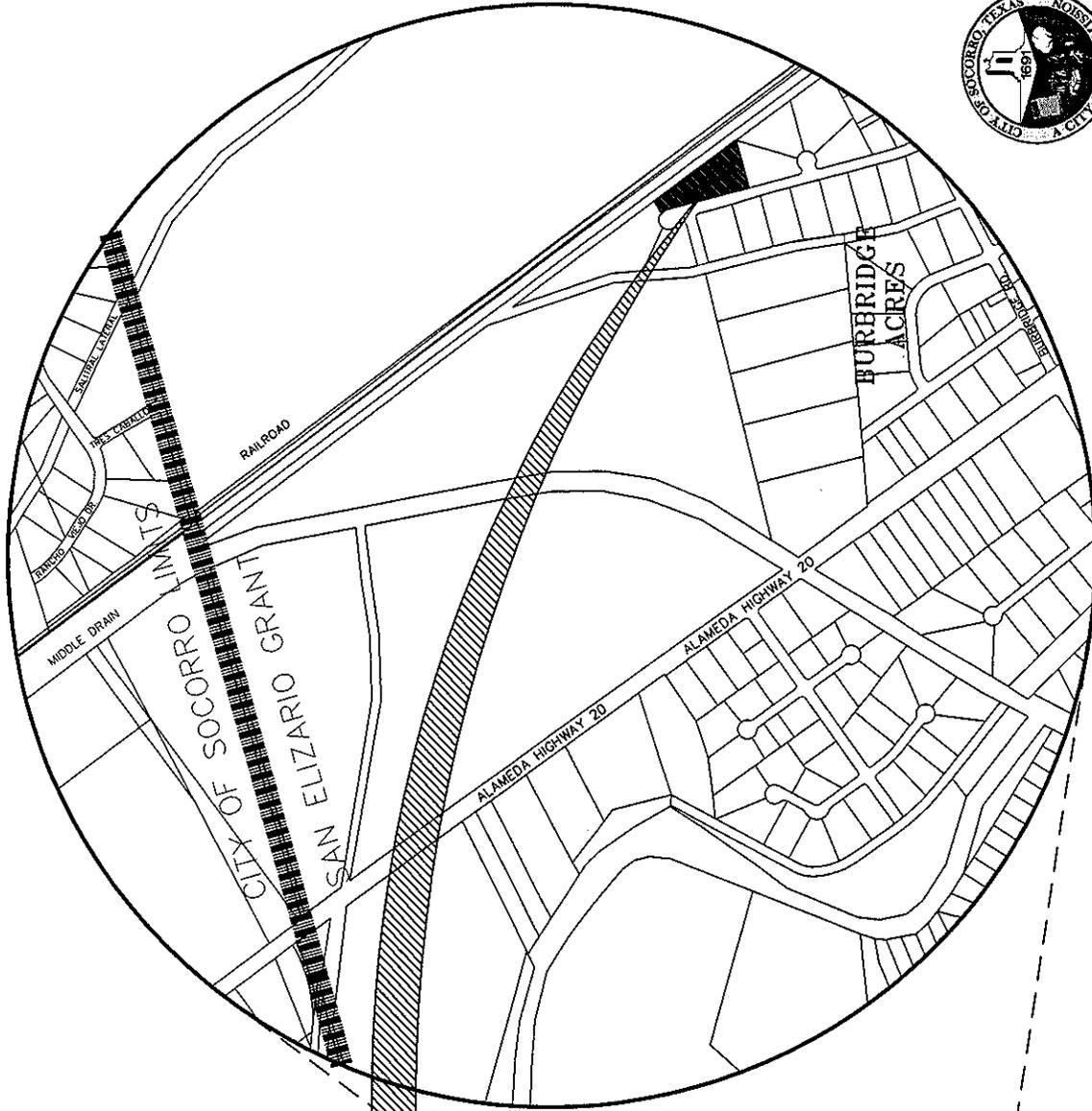
1. City Manager: \_\_\_\_\_ Date: \_\_\_\_\_
2. Attorney: \_\_\_\_\_ Date: \_\_\_\_\_



**PROJECT SITE:  
12251 CINNABAR ST.  
LOT 8, BLOCK 9  
BURBRIDGE SUBDIVISION**



**CITY OF SOCORRO**



TOTAL AREA: 1,800 ACRES  
DATE: July 2013

Planning and Zoning Department

# LOCATION MAP

Scale: N.T.S.



SUBDIVISION SUMMARY PROCEDURE  
ORDINANCE NO. 77, SECTION 15

Note: The Council may approve a subdivision as a combined preliminary and final plat in any case where no public purposes would be served by separate steps. Such summary approval shall be given only when one or both of the following conditions exist:

1. The subdivision contains no more than two (2) lots;
2. Revision of subdivision, where the combination or recombination or portions of previously platted lots does not increase the total number of lots.

In all cases, the subdivision plat being considered for approval under this summary procedure shall be prepared according to the standards for plans and data for both preliminary and final plats as contained herein.

ORDINANCE NO. 77, SECTION 9

Note: Whenever there is no need for dedication of streets or easements as described in Section II of these regulations, the City Council may waive the requirements for topography, street, utility and/or storm drainage as set forth.

**LOT SPLIT APPLICATION**

Date: 07/17/13

Name of Subdivider: Santiago Garcia

Home Address: 12251 Cinnerbar

Phone Number: (915) 422-5193

1. Legal description of property to be subdivided: Burbridge Acres Replat "6" Lot 8 Block 9

2. Present zoning: \_\_\_\_\_ Area (Sq. Ft.) \_\_\_\_\_ Present Land Use \_\_\_\_\_

3. Proposed land division:

Lot 1 Area: 8 Lots \_\_\_\_\_ Acres

Lot 2 Area: \_\_\_\_\_ Acres

Total Area: 82,217.5 Sq. ft. \_\_\_\_\_ Acres

4. Is dedication of easement required? No X. If yes, appropriate letter from utilities is required.

# Property tax Certificate - Wells Fargo del Centro

## DOCUMENTS REQUIRED

1. Plat of proposed subdivision done by a registered land surveyor showing existing easements.
2. Title guarantee by a Certified Abstractor showing that the subdivider owns or controls the proposed property and that the property is free from any liens or other encumbrances.
3. Property deed of proposed subdivision.
4. Location of existing structures and septic systems on the proposed subdivision. Future development requires the appropriate permits.
5. Documents from government agencies.

## FEES

Application Fee:	\$150.00
Preliminary Plat Review:	\$100.00
Final Plat Review:	\$100.00
Engineering Report Review:	\$200.00
Capital Improvement Fee:	\$400.00 (Per lot) Generated (2,800)
Total of	\$ 950.00 (non-refundable) = 3,350

Under the Environmental Protection Agency's (EPA) regulations, construction sites larger than five (5) acres are required to have a storm water run-off plan and maintain detailed records during the project's operation.

  
Applicant's Signature

07-17-13  
Date

18986

DATE 3/12/14

\$ 3,350.00  
DOLLARS

CITY OF SOCORRO PLANNING DEPARTMENT

860 N. RIO VISTA ROAD  
SOCORRO, TEXAS 79927  
(915) 872-6831

RECEIVED FROM Santiago Gonzalez  
Three thousand three hundred fifty dollars  
FOR Baybridge Avenue

Thank You

BY M. Wolk

CASH  
 CHECK  
 M.O.

AMOUNT OF ACCOUNT	3,350		
THIS PAYMENT	3,350		
BALANCE DUE	0		

18987

CITY OF SOCORRO PLANNING DEPARTMENT

33601

The State of Texas, }

Know All Men by These Presents:

County of EL PASO

That LETTUNICH FARMS, a Partnership,

of the County of El Paso, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) -----

-----DOLLARS

and other good and valuable consideration, to It in hand paid by SANTIAGO GARCIA, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged,

XXXXXXXXXX

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said SANTIAGO GARCIA,

of the County of El Paso, State of Texas, all that certain tract or parcel of real estate situated in El Paso County, Texas, more particularly described as follows, to-wit:

Lot 8, Block 9, BURBRIDGE ACRES, in El Paso County, Texas, according to the plat thereof on file in Book 42, Page 28, Plat Records, El Paso County, Texas.

SUBJECT TO: Easements, restrictions and reservations of record or running with the land. Taxes for 1976 and thereafter. Water charges, construction charges, and all matters emanating from contracts with the El Paso County Water Improvement District No. 1. Rights of way for roads and ditches on, around and/or across said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his

said Partnership does heirs and assigns forever and / ~~am~~ hereby bind itself, its Successors, ~~does~~ executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas, this day of 19 80.

Witnesses at Request of Grantor:

1083-0364

LETTUNICH FARMS

BY: *Martin C. Lettunich*  
MARTIN C. LETTUNICH, Managing Partner



TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN  
EL PASO COUNTY TEXAS  
Dora Brinkley, COUNTY CLERK

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF EL PASO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
MARTIN C. LETTUNICH,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 27th day of April A. D. 19 80.



*Martin C. Lettunich*  
Notary Public in and for El Paso County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

(L. S.)

FILED FOR RECORD  
33601  
1980 MAY 19 PM 3:09  
COUNTY OF EL PASO  
NOTARY PUBLIC  
I HEREBY CERTIFY that this instrument was filed for recording in the public records of El Paso County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1980, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded by me on the \_\_\_\_\_ day of \_\_\_\_\_, 1980, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in Vol. \_\_\_\_\_, page \_\_\_\_\_ of the Records of said County.

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

(L. S.)

Notary Public in and for \_\_\_\_\_ County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded by me on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ in Vol. \_\_\_\_\_, page \_\_\_\_\_ of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk \_\_\_\_\_ County, Texas

By \_\_\_\_\_ Deputy.

Warranty deed  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
FILED FOR RECORD  
This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
By \_\_\_\_\_ County Clerk  
Deputy \_\_\_\_\_  
In \_\_\_\_\_ County Records  
In Book \_\_\_\_\_ of Page \_\_\_\_\_  
By \_\_\_\_\_ County Clerk  
Deputy \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
This instrument should be filed immediately with the County Clerk for Record.  
5980-8801  
The Other Computer, Publishers, Writers



TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN  
EL PASO COUNTY TEXAS  
Debra Britton, COUNTY CLERK

TAX CERTIFICATE

DAVID CHILDS, PH.D.  
CITY TAX ASSESSOR-COLLECTOR  
221 N. KANSAS, STE. 300  
EL PASO, TX 79901

PHONE NO.: (915) 541-4054  
FAX NO.: (915) 541-4603  
www.elpasotexas.gov



OFFICIAL  
EL PASO CONSOLIDATED TAX OFFICE

VICTOR A. FLORES  
COUNTY TAX ASSESSOR-COLLECTOR

**Issued To:**  
GARCIA SANTIAGO  
PO BOX 455  
CLINT, TX 79836-0455

**Legal Description:**  
9 BURBRIDGE ACRES LOT 8 (0.59 AC)

> --  
**Account Number:** B830-000-0090-0087  
**Certificate No:** 216396474  
**Certificate Fee:** \$10.00

**Parcel Address:** 12251 CINNABAR ST  
**Legal Acres:** .5900  
**Print Date:** 07/15/2013  
**Paid Date:** 07/15/2013  
**Issue Date:** 07/15/2013  
**Operator ID:** OLAYA

< --

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2012. ALL TAXES ARE PAID IN FULL.

**Exemptions:**

**Certified Owner:**  
GARCIA SANTIAGO  
PO BOX 455  
CLINT, TX 79836-0455

2012 Value:	15,200
2012 Levy:	\$357.50
2012 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
<b>Total Levy Due:</b>	<b>\$0.00</b>
<b>P&amp;I + Attorney Fee:</b>	<b>\$0.00</b>
<b>Total Amount Due:</b>	<b>\$0.00</b>

**Certified Tax Unit(s):**  
6 COUNTY OF EL PASO  
7 EL PASO COMMUNITY COLLEGE  
8 UNIVERSITY MEDICAL CENTER OF E  
10 CLINT ISD  
25 LWR VALLEY WTR DISTRICT  
27 EMERG. SERVICES DIST. #2

Reference (GF) No: N/A

Issued By: *Olaya Garcia*  
DAVID CHILDS, PH.D.  
CITY OF EL PASO TAX ASSESSOR-COLLECTOR  
915 541-4054

TAX DOCUMENT

TAX CERTIFICATE

DAVID CHILDS, PH.D.  
CITY TAX ASSESSOR-COLLECTOR  
221 N. KANSAS, STE. 300  
EL PASO, TX 79901

PHONE NO.: (915) 541-4054  
FAX NO.: (915) 541-4603  
www.elpasotexas.gov



OFFICIAL  
EL PASO CONSOLIDATED TAX OFFICE

VICTOR A. FLORES  
COUNTY TAX ASSESSOR-COLLECTOR

**Issued To:**  
GARCIA SANTIAGO  
PO BOX 455  
CLINT, TX 79836-0455

**Legal Description:**  
9 BURBRIDGE ACRES LOT 8 (0.70 AC)

>--  
**Account Number:** B830-000-0090-0085  
**Certificate No:** 216396473  
**Certificate Fee:** \$10.00

**Parcel Address:** 12251 CINNABAR  
**Legal Acres:** .7000  
**Print Date:** 07/15/2013  
**Paid Date:** 07/15/2013  
**Issue Date:** 07/15/2013  
**Operator ID:** OLAYA

<--

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2012. ALL TAXES ARE PAID IN FULL.

**Exemptions:**  
OPEN SPACE I-D-1

**Certified Owner:**  
GARCIA SANTIAGO  
PO BOX 455  
CLINT, TX 79836-0455

2012 Value:	14,000
2012 Levy:	\$9.81
2012 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
<b>Total Levy Due:</b>	<b>\$0.00</b>
<b>P&amp;I + Attorney Fee:</b>	<b>\$0.00</b>
<b>Total Amount Due:</b>	<b>\$0.00</b>

**Certified Tax Unit(s):**  
6 COUNTY OF EL PASO  
7 EL PASO COMMUNITY COLLEGE  
8 UNIVERSITY MEDICAL CENTER OF E  
10 CLINT ISD  
25 LWR VALLEY WTR DISTRICT  
27 EMERG. SERVICES DIST. #2

Reference (GF) No: N/A

Issued By: *Olaya Garcia*  
DAVID CHILDS, PH.D.  
CITY OF EL PASO TAX ASSESSOR-COLLECTOR  
915 541-4054

TAX DOCUMENT



*Jesus A. Ruiz*  
Mayor

*Rene Rodriguez*  
At Large

*Sergio Cox*  
District 1



*Gloria M. Rodriguez*  
District 2

*Victor Perez*  
District 3 / Mayor Pro-Tem

*Joseph E. Bowling*  
District 4

*Willie Norfleet Jr.*  
City Manager

**DATE:** November 6, 2014.  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Sam Leony, Planning and Zoning Director  
**CC:** Willie Norfleet, City Manager

**SUBJECT:**

Approval request to buy culvert material to fix damaged underground culverts located at Old Hueco Tanks Rd. and Isla Lateral, and also at Holguin Rd. and Socorro Lateral.

**SUMMARY:**

The aforementioned culverts are both located within City of Socorro's ROW, being our responsibility to maintain, replace, or replace any structure located in our ROW.

**BACKGROUND:**

These damaged culverts represent a high safety issue to the vehicular traffic on those roads.

**STATEMENT OF THE ISSUE:**

The culvert on Old Hueco Tanks Rd. is temporarily covered by a metal plate but it is exposed to heavy traffic; the one on Holguin Rd. is at the middle of the road representing a hazard to the residential traffic.

Due to the mutual interest in having these structures fixed, the EPCWID#1 is offering to provide the manpower and equipment to install the new culverts, and the City of Socorro will provide the material. The EPCWID#1 provided us with a list of materials involved in the project with an amount of \$5,030.92

**ALTERNATIVE:**

No alternative.

**STAFF RECOMMENDATION:**

The Planning and Zoning Department recommends APPROVAL.

**FINANCIAL IMPACT:**

Account Code (GF/GL/Dept): 07550/400/00007  
Funding Source: 2012 CO's - 400  
Amount: \$5,030.92  
Quotes (Name/Commodity/Price): Prices quoted to the EPCWID#1

**AUTHORIZATION:**

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

2. Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

3. CFO: \_\_\_\_\_ Date: \_\_\_\_\_

## Sam Leony

---

**From:** Pete Rodriguez [prodriguez@epcwid1.org]  
**Sent:** Tuesday, September 16, 2014 11:23 AM  
**To:** Sam Leony  
**Cc:** Willie Norfleet; Douglas Lobdell; Jesus Reyes  
**Subject:** Culvert  
**Attachments:** FW\_ QUOTE 2-SAC.pdf; Sales Quote - El Paso County Water 4.pdf

Good Morning Sam

Attached are the estimates for the CMP and 2-Sac to replace the culverts on Holguin Road and Socorro lateral also Old Hueco Road and Ysla Lateral, we will also need 5 buckets of Grout at \$38.00 Ea. The 60" pipe and 40 yards of 2-sac cement are for Old Hueco road the other materials are for Holguin Rd. as per our discussion the District will take care of the installation of the pipe and will backfill to the top of pipe it will be the City of Socorro's Responsibility to repave the road, the City Of Socorro will pay for all materials, the City will also be responsible for Traffic Control and the disposal of any materials that are not useable for example old asphalt.

Thank You

Pete Rodriguez  
Maintenance Manager  
P.O Box 749  
13247 Alameda Ave.  
Clint, Texas 79836-0749  
Office (915) 872-4000  
Fax (915) 851-0402  
Cell (915) 497-27313  
E-Mail [prodriguez@epcwid1.org](mailto:prodriguez@epcwid1.org)  
Dispatcher (915) 872-4029



**SALES QUOTE Q14-23275**

Date: 09/05/14  
Expires:

Sales Person: Mike, Joe, John or Jeremy

CSP HDPE SRP Trishield + Accessories

**Project:**  
**Contract #:**  
**Bid Date:** 09/05/14

**Ship To:** EL PASO COUNTY IMPROV DIST #1  
13247 ALAMEDA

CLINT

EL PASO COUNTY WATER  
IMPROVEMENT DISTRICT #1  
PETE RODRIGUEZ  
Ph: 915-872-4000 Fax: 915-851-0091

Ship Via

**\*\*DBE Supplier Available\*\***

	Description	Qty.	Unit	Price	Ext Qty	Total Price
1	36" Alzd SRP 12ga	1	25 LF	54.31	25.00	1,357.71
2	60" Alzd SRP 12ga	2	20 LF	90.52	40.00	3,620.64
3	60" Alzd Reroll Band	1	Each	52.57	1.00	52.57

Subtotal: 5,030.92  
Total Sales Tax: 0.00  
Total: **5,030.92**

Proposal Accepted By:

Signature (Prepared by)

Signature

Date

Subject to Terms and Conditions - See Reverse

**PCP Arizona**

*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: 10/28/2014**  
**TO: Council**

**FROM: Mayor Jesus Ruiz**

**SUBJECT: Discussion and action on the selection of a date for the December Regular Council Meeting and the Special Meeting in January to canvass the votes for the December 20 Special Election**

**SUMMARY**

**We need to select a date to have the Council Meeting in December due to the Special Election. This interferes with our meeting dates as early voting will be happening during that time. We also need to select a date in January to canvass the votes and results of that election.**

**BACKGROUND**

n/a

**STATEMENT OF THE ISSUE**

**See above**

**FINANCIAL IMPACT**

None

**ALTERNATIVE**

none

**COUNCIL MEMBER RECOMMENDATION**

**Make December 18<sup>th</sup> the date for the regular Council Meeting and January 2<sup>nd</sup> the special Council Meeting.**