

CITY OF SOCORRO

FORENSIC INVESTIGATION

APRIL 2, 2014



April 2, 2014

Ms. Karina Hagelsieb, CPA
Chief Financial Officer
City of Socorro
124 S. Horizon Blvd.
Socorro, Texas 79927

Re: Forensic Investigation of City of Socorro

Dear Ms. Hagelsieb:

Executive Summary

We were engaged on December 13, 2013 to conduct a forensic investigation into the financial affairs of the City of Socorro (the "City"). In particular, the initial scope of our engagement included identifying any suspect transactions involving: Capital Project Expenditures (Certificate of Obligations & Grant expenditures), City Council purchases with credit cards, contracts signed by City Managers (not approved through Council) and unusual general fund purchases (large items or non-recurring) during the three year period ending September 30, 2012. In this regard we were to perform data analytics on identification of suspicious payments, vendors, invoices and/or journal entries that could exist regarding these types of transactions. The scope of our engagement expanded to include certain other transactions or events which in our opinion warranted further scrutiny.

As discussed below, our investigation did not include certain matters which are being handled by the El Paso County Sheriff's Office. A number of the issues below were approved the then sitting Socorro City Council. The Sheriff's Office informed us that City Council approval effectively negated any criminal prosecution regarding many of the allegations it received. Although approved by the Council, exception with a number of the below matters could be taken on the basis of prudent stewardship of the City's affairs. We found no evidence of any material fraud regarding the matters below.

Background

In preparation for this engagement we reviewed various allegations of wrongdoing by former Socorro City Council Members ("Council Members") and employees reported on by the local media. We also contacted federal and state law enforcement to get their input regarding our investigation. Law enforcement officials generally shared with us that a number of witnesses had come forward with allegations of wrongdoing. According to these officials much of the witness information received appeared to be unsubstantiated "rumors" upon which law enforcement action could not be taken.

City of Socorro
April 2, 2014

Page 2

Of particular relevance to our investigation was the observation that much of the alleged wrongdoing was approved by the then sitting City Council (the "Council") which further diminished any prosecutorial merit or possible action resulting from our investigation. The law enforcement officials advised that most, but not all, of the City employees were co-operative.

We did learn that the El Paso Sheriff's Office (the "Sheriff") executed a search warrant on the City Administration Offices, based in part on witness information. The search warrant was executed on July 2, 2012 where a volume of City records, primarily related to the Council Member's discretionary funds, were seized. We understand charges may be pending regarding alleged improper use of these discretionary funds. Furthermore, it is our understanding that the Sheriff has investigated other issues involving former Council Members and City employees. These issues involve alleged theft of City property, fraudulent travel and expense reimbursement and bribery. We deemed duplicating the efforts of law enforcement would not be a prudent use of the City's resources and therefore have not included these issues in our investigation. In particular, we did not investigate the alleged misuse of City credit cards regarding Council Member's discretionary accounts.

One of the major concerns from the outset of our investigation was the propriety of Capital Expenditures. Our investigation included a detailed examination of the City's electronic records system regarding paid vendor invoices during the fiscal years 2010 through 2012 which would provide the support for any expenditure. Supporting documentation, including contracts, inspection information, Council Meeting Minutes ("Minutes") and correspondence was examined. Supporting documentation was examined to determine whether transactions were properly authorized and vendor performance verified, as well as identifying the City employees involved in the process.

Witness interviews were also conducted and included both current and former City employees, Council Members, vendors, contractors and legal counsel. In many cases various witnesses provided information regarding alleged wrongdoing which was investigated and reported on below. As mentioned above we also met with and have maintained contact with federal and local law enforcement

A key element in examining any alleged wrongdoing is whether a particular action was approved by the Council. Proper approval by the Council would require the item being placed on the Council Agenda, discussed and approved by the Council at a scheduled Council Meeting. We presume the Council sought the advice of legal counsel in regards to its actions. It should be noted that Council approval does not necessarily make a particular action prudent or in the best interests of the City.

Changes in City Council

The actions of the Council are central to many of the allegations of wrongdoing. Therefore we deemed several events regarding the make-up of the Council to be relevant. On December 5, 2011 Council Members Jesse Gandara, Jr., Guillermo Madrid, Jr., and Mary Garcia approved increasing the length of the term in office for Council Members by one and one half years. Member Maria Reyes voted against the measure. See Exhibit 1. During the "second" reading of the motion, the Council adopted the date of the general election for City Council elections and extended the Council Member terms beyond December 12, 2012. The legality of this action was challenged by Council Member Maria Reyes. The extension was found to be illegal on or about April 25, 2013. See Exhibit 2. Gandara was removed from office on April 25, 2013 and lost his seat in the City Council elections held May 11, 2013. Guillermo Madrid also lost his seat in the May 11, 2013 election. The date of the City Council elections was changed to November to coincide with the general election.

Investigative Results

Capital Project Expenditures (Certificate of Obligations & Grant expenditures)

We extracted the vendor invoice information from the City's electronic database for fiscal years 2010, 2011 and 2012, pursuant to our engagement letter. We identified those vendors which were paid in excess of \$20,000 in total for the three year period. See Exhibit 3. We refined this list to include vendors involved in capital related projects. In addition, this list was discussed with law enforcement officials, present and former City employees and others to identify those vendors warranting further investigation.

We identified 16 vendors which were paid a total of \$8,176,592 during the period including fiscal years 2010, 2011 and 2012. See Exhibit 4. We examined all the available supporting invoices and documentation, including contracts and Council minutes regarding the vendors comprising this \$8,176,592. These invoices included payment authorizations signed by various City officials. In some cases the actual work was described in detail. There were instances where competitive bid documentation could not be located in the City's records. Where relevant, we attempted to contact the vendors and unsuccessful bidders in order to verify that competitive bids were submitted. Our investigation did not identify any instances of outright fraudulent activity, such as billing the City for services not provided. As stated above, we did identify certain questionable transactions which are detailed below.

In addition to the above vendor analysis, we examined additional financial information which could possibly indicate fraudulent activity. We examined the transactions involving the City's Due To/ Due From accounts. Often times these accounts are used to hide fraudulent transfers or theft. We found no indications of any such issues in these accounts. We also performed computer based matches between the Employee Master File and the Vendor Master File to determine potential related party relationships between vendors and employees. From the analysis of employee payroll to the Vendor Master File, we noted several employees who received additional, non-payroll payments. These instances were further examined and we found no issues involving fraudulent activity.

Concrete Driveways Construction Project

The Concrete Driveways Construction Project (the "Driveway Project") was initially launched and promoted as a city-wide program to provide a driveway for every citizen of Socorro. The pilot program was brought to City council by Councilman Jesus Gandara Jr. to provide 220 driveways for homes in his district, District 4. It was alleged the driveway program was intended to generate political support for Gandara and was only available to registered voters, which was contrary to Gandara's webpage announcing the driveway program. It was further alleged the City did not receive the required three competitive bids in awarding the contract to Hawk Construction Company ("Hawk").

We determined that in early August, 2010, the City issued the "Request for Proposal for Concrete Driveways Construction Project". See Exhibit 5. Contrary to the above allegation, the Council minutes showed the City did receive three competitive bids for the initial 220 driveways. Council minutes indicated the bidders were High Ridge General Contractors, Garco Commercial Contractors and Hawk. The only bid documents we found were submitted by Hawk. We determined that Garco was no longer in business and advertised itself as a home improvement contractor which raises the question of whether it was qualified to provide the requested services.

We contacted AO General Contractors, the successor to High Ridge, whose representative confirmed it had submitted a bid. AO's owner agreed to provide copies of its bid materials, however, none were received. We found no documentation regarding how the City evaluated the three bids, arriving at its decision to award Hawk the contract. We did locate Hawk's proposal, dated August 12, 2010, which quoted a price of \$5.50 per square foot of concrete for the driveways. See Exhibit 6. Jorge Ojeda, Hawk's President, was contacted. He advised he received the request for proposal while eating lunch next door to the City's Administrative Office. Ojeda advised the bid proposal was due that afternoon and he hurriedly prepared a very simple quote and turned it in to the City.

City of Socorro
April 2, 2014

Page 5

On August 30, 2010 the Council awarded Hawk the bid for the Driveway Project. On September 8, 2010 Manny Soto Jr., City Manager, informs Hawk Construction that the City has approved it as vendor for the construction of the Pilot Driveway Program in District 4. On October 28, 2010 a contract is signed between Hawk Construction and the City of Socorro. See Exhibit 7. The contract includes Exhibit A – which provides a list of the 220 homes to initially receive a driveway in Gandara's District 4. Between December 10, 2010 and February 28, 2011, Hawk was paid \$293,170.09 by the City for construction of these driveways.

On April 7, 2011 the City council approved the ratification of the construction of an additional 112 driveways in District 4 and 597 driveways split between Districts 1, 2 and 3 (expansion phase). See Exhibit 8. It should be noted that Gandara's District received at least 342 (37%) of the driveways. This tends to support the allegation that the purpose of the project was to benefit Gandara politically. The Council minutes authorizing this expansion of the concrete contract make no mention of receiving competitive bids or the contractor. Between May 13, 2011 and November 29, 2012, Hawk was paid \$806,263.94 by the City for construction of these driveways. The propriety of the Council expanding this contract to include an additional 709 driveways, more than doubling the original contract amount, without seeking competitive bids is questionable. This is especially so in light of the apparently deceptive promotion of the project by heavily favoring registered voters.

Several City employees noted that only citizens who were registered voters received driveways, which is contrary to City Council minutes and from a passage found in Mr. Gandara's blog, "Thinking Outside and Inside the Box". A post on April 23, 2012 titled, "How do I get a driveway?" stated all citizens were on the list to receive driveways and did not have to do anything in order to get on the list. See Exhibit 9. Neither the minutes nor blog post indicate that a citizen must be a registered voter in order to receive a driveway. We were told that citizens inquiring about getting a driveway at the City Administration Office were told only registered voters were receiving driveways.

As a result, Weaver analyzed the driveways constructed to determine what percentage of homeowners were registered voters. Weaver concluded that approximately 89% (percent) of driveways constructed during the driveway project went to registered voters. Out of the 941 driveways constructed, it is believed that 837 of the addresses receiving a driveway belonged to a registered voter of the City of Socorro.

A question was also raised as to whether or not these driveways were on the City's public right-of-way. If they were not, the issue becomes whether City funds were used to improve private property.

City of Socorro
April 2, 2014

Page 6

Samuel Leony, City Planning and Zoning Director advised he prepared the contract specifications for the driveway project, including placement on the City's right-of-way. Leony added it would be illegal to build driveways, paid for with City funds, on private property. Leony inspected the first driveway poured and noted the grade did not meet the contract specifications regarding the grade of the driveways. Leony was taking pictures of the driveway to demonstrate the problem when he got a call from Gandara asking him what he was doing. Leony explained the driveway did not comply with the contract. Gandara instructed him to stop taking pictures and not to have anything more to do with the driveway project. Leony called Manny Soto, City Manager and Leony's boss to inform him of Gandara's telephone call. Soto also instructed Leony not to have anything to do with the project.

Leony stated that in order to insure the new driveways did not extend beyond the City right-of-ways, the contractor would have to contact the Planning and Zoning Department for the locations of these right-of-way limits, which varied from street to street. Leony stated his Department was never contacted by the contractor or anyone else for this information and in his opinion, the contractor could not know if driveways were poured on private property.

We were told that several people, including Refugio Orta, Jose Alvarez and Jesse Gandara, Sr. received oversized driveways from Hawk. On June 29, 2011 Hawk notified Manny Soto, Interim City Manager, it had constructed 5 driveways which exceeded the City's street right-of-way which conflicted with the conditions of its contract. See Exhibit 10. Hawk provided the addresses of the properties in question. We determined that Refugio Orta was associated with 168 Passmore and Jesus Gandara (uncertain whether this is Jesse Gandara, Sr.) with 386 Vineyard. Hawk further stated in the above letter this resulted in construction of improvements on private property. Hawk reimbursed the City \$3,518.90 for the 639.8 square feet of concrete involved.

\$500,000 Certificate of Obligation to Build Museum

Ordinance No. 219, dated May 3, 2001, authorized the issuance of a certificate of obligation in the amount of \$500,000. The stated purpose was to pay for all or a portion of the City's contractual obligations incurred in connection with: (i) construction and equipment of renovations and improvements to the planning department and courts building, the museum building and other buildings within the Rio Vista Farm Historic District to be used for City purposes, and (ii) legal, fiscal and engineering fees in connection with such projects.

It was alleged the work on the municipal court and planning and zoning buildings was completed but nothing was done on the museum. It was further alleged there was about \$145,000 left for the construction of the museum which was never built and this balance declined over time and these funds were diverted for some illegal or improper purpose. We examined the City's general ledger regarding the expenditures from the certificate of obligation in question and observed expenditures totaling \$213,833. Review of the detail of these expenditures indicated they appeared to be related to the work done on the municipal court and planning and zoning buildings. These expenditures spanned a period of almost 10 years. Based on this, the general ledger balance for the certificate of obligation should be \$286,833 (\$500,000 – \$213,833). However the current general ledger balance is \$95,682, leaving a possible shortage in the amount of \$190,485. This balance represents the culmination of over 12 years of activity. The accuracy of this \$95,682 balance must be verified before any conclusions can be drawn about how much is unaccounted for and what, if any, has been misspent. It is quite possible the \$190,485 was spent on other capital projects. The certificate of obligation was refunded on October 14, 2010 in an effort to consolidate the City's debt at a lower interest rate. This may have contributed to the confused state of the accounting records causing the City to mistakenly redirect the \$190,485 to other capital projects, if in fact this occurred. The accounting for this certificate of obligation makes it difficult to determine the specific projects upon which these funds were used. We recommend a detailed audit of this account to determine the correct balance and where the funds were spent. Any appropriate adjustments to the City's accounting records should be made at the conclusion of the audit.

City Council purchases with credit cards

As stated above, this issue is under investigation by the Sheriff's Office who is in possession of all relevant records pursuant to executing a search warrant on July 2, 2012. Therefore we have not investigated this matter and will not report on it herein. However a situation involving this issue did come to our attention which we did investigate and is included below.

Manny Soto-Removal of Discretionary Spending Documentation from Jesse Gandara, Jr's Files

Mary Medina, former Senior Accountant advised us Manny Soto, former City Manager, instructed her and the City Accounts Payable Clerk to remove documents from the discretionary expense file of Gandara. It should be noted that at the time Soto was a contractor (Municipal Administrative Consultant) and not a City Employee at this time. Soto gave these instructions during a meeting in Medina's office shortly before the Sheriff's Office seized the records (July 2, 2012) regarding the Council Member's discretionary spending accounts.

City of Socorro
April 2, 2014

Page 8

This above account of the meeting was confirmed by the Accounts Payable Clerk. According to Medina, Soto did not tell them why he wanted the documents removed.

According to the witnesses, Soto told them to remove the "Documentation Sheets" from Gandara's file, place them in a separate box which was to be given to Willie Norfleet, City Manager. The Accounts Payable Clerk advised us, that prior to this meeting, Soto had instructed her to document all contact she had with Gandara for her own protection. The Accounts Payable Clerk referred to this documentation as "Documentation Sheets". She provided several of these documentation sheets that she had maintained on her computer. See Exhibit 11. The Documentation Sheets are Excel spreadsheets that list various contacts with Gandara in chronological order.

Medina stated she told the Accounts Payable Clerk not to remove any documents and to lock all the records up. During our interview with Norfleet, he acknowledged hearing a "rumor" about the incident. When pressed he admitted the Medina spoke directly to him about it. Medina further stated she told Norfleet about Soto's instructions and was fired about 2 months later. It is our understanding Medina has a wrongful termination suit pending against the City. According to Karina Hagelsieb, Medina had a huge backlog of work and financial records were not being reconciled on a timely basis. It seems reasonable to assume this latter situation was in fact the reason for Medina's termination and not the alleged retaliation by Norfleet.

These actions potentially constitute obstruction of justice, a federal violation. Norfleet admitted to knowing about the situation, being directly informed by Medina. Due to the serious nature of this incident, Norfleet should have advised the Council and City Attorney, especially in view of the Sherriff's seizure of these very records. We recommend the Council refer this matter to the FBI for whatever action it deems appropriate. We have not seen any evidence Norfleet retaliated against Medina. It is our understanding this one of the bases for Medina's lawsuit against the City.

Contracts signed by City Managers (not approved through council)

We have not found any such contracts, with the exception noted below. The below is a situation where, in our opinion, the City Manager, Norfleet acted inappropriately when taking "vague" Council authorization to sign a \$734,076.45 contract related to the playground equipment for Mauro Rosas Park.

Mauro Rosas Park Playground Equipment

It should be noted at the outset that this project occurred beyond the fiscal year 2012 cut-off in the scope of our investigation. Although Norfleet attempted to get a contract with the vendor, no contract was obtained. However, due to the magnitude of the proposed purchase we deemed it appropriate to include the issue.

City of Socorro
April 2, 2014

Page 9

The Mauro Rosas Park ("Mauro Rosas") project was awarded to Blair-Hall Co. Inc. by the Council on February 14, 2013. See Exhibit 12, Item 14. The project was put out for bid with the contract being awarded to Blair-Hall Co. Inc. It is our understanding 3 bids were received. Included in the Council's above approval, it further stated "...and authorize the City Manager to negotiate and sign any contracts or addendums to contracts related to this project..." Norfleet was City Manager at the time.

According to the City Parks Director, in early April 2013 Norfleet instructed her to prepare a purchase requisition (the "requisition") for Exerplay Inc. in the amount of \$734,076.40 for playground equipment for the project. She added no action was taken with the Council in April because the Lame Duck provision precluded the Council from authorizing any contract over \$3,000 within 45 days of the City Council elections which were scheduled for May 11, 2013. This indicates an understanding that Council approval was, at a minimum, prudent, possibly required.

This requisition was signed by Norfleet on 5/9/2013, two days before the May 11, 2013 City Council election. See Exhibit 13. The day before the City Council election, May 10, 2013, Norfleet instructed the Parks Director to get a "second" authorized signature on the purchase requisition which would have permitted a purchase order being created and the actual purchase of the equipment. Both the City Clerk and Chief Finance Officer refused to sign the purchase requisition, informing the Parks Director that a contract of this magnitude should be brought before the City Council. The Parks Director told the Chief Finance Officer she did not believe the newly elected City Council would approve the contract. The City Clerk and Chief Finance Officer called the City Attorney the afternoon of May 10, 2013 (after being asked to sign the requisition) to ask about the need for Council approval. According to the witnesses, the City Attorney advised that the contract did in fact require Council approval.

The Parks Director got a "second" signature and presented the purchase requisition to the City Accounts Payable Clerk seeking a purchase order. It is our understanding this second signature was not either of the people above who refused to sign the day before the election. The Accounts Payable Clerk refused to issue the purchase order and advised the Parks Director the contract should be presented to the City Council. The purchase was presented to the newly elected City Council on May 16, 2013 for approval. See Exhibit 14, Item No. 25. It was denied and the project cancelled.

Norfleet stated the contract was removed from the overall project to avoid paying Blair-Hall a 15% "profit" (or mark-up) which would be due on any purchases from outside vendors. Ed Songy, Blair-Hall President informed us, the Exerplay equipment was never considered to be part of Blair-Hall's contract with the City.

The Parks Director had originally told us it was during the weekly meetings with Blair-Hall that the urgency for purchasing the equipment was stressed because the time lag in making the equipment would delay the entire project. Songy disputed this assertion adding that the hold-up was due to design problems with the site preparation. Norfleet stated he did not care whether Mauro Rosas was built or not. He added he viewed his role as doing whatever the Council told him to.

It should be noted that Exerplay participated on the Region 19 (Education Service Center) Co-op Purchasing Plan which exempted any purchase from Exerplay from competitive bidding requirements. This latter statement is a reasonable interpretation from the Co-op Purchase Plan under Texas State Law, which is also set out in the Socorro Purchasing Policy. In our opinion, it is highly questionable that the vague language included in Item 14 of the February 14, 2013 Council minutes authorized Norfleet to approve a \$734,076.40 contract without Council approval. This opinion was obviously shared by the City Clerk, Chief Finance Office and Accounts Payable clerk and the City Attorney. We further find it suspicious, that on the eve of the City Council election, Norfleet and the Parks Director were trying to get a purchase order issued without Council approval.

Unusual general fund purchases (large items or non-recurring)

Alvidrez Architecture

The propriety of Alvidrez' contract to renovate a community center was questioned by Maria Reyes. It was alleged by Reyes that the community center was only 1,000 square feet and the amount paid, Alvidrez was excessive. The witness further found it suspicious that Alvidrez was involved in accepting bids for arcade machines for the center. The Council approved hiring Alvidrez on August 20, 2010 to convert an old fire station building into a community recreation center. See Exhibit 15, Item No. 5. Although we were unable to locate the contract for Alvidrez', we did examine the invoices which totaled \$70,213.56. We examined the invoices supporting these payments and found nothing suspicious. As a result, we were unable to conclude whether the amount paid was inappropriate.

Other Issues

Planning & Zoning – Trailer Park

It was alleged by Maria Reyes that Samuel Leony, Planning and Zoning Director, improperly brought a proposal to the Planning and Zoning Commission seeking approval for a 120 unit trailer park which did not meet the minimum requirements for the size of the parcel on which it would be developed. It was further alleged this was an act of retaliation against Maria Reyes.

City of Socorro
April 2, 2014

Page 11

We were told the zoning requirements stated that the property must be "at least" 10 acres and that the proposed property was only 9.2 acres. According to the witness, the Planning and Zoning Commission questioned Leony as to why he brought the Commission the proposal when it clearly did not meet the acreage requirement and further the Commission refused to hear the proposal. Leony advised us that anyone can seek Commission approval whether or not they meet zoning requirements. He further added that most properties are listed as "plus" or "minus" regarding size. Leony advised his job is to present any proposals he received to the Commission and advise them of whether or not the proposal meets the law and/or regulations.

The Commission declined to hear the proposal. We cannot substantiate this allegation.

Norfleet Continued Contact with Jesse Gandara, Jr

It was alleged that Gandara continued to exert influence over the City after he was removed from office. We received 5 emails sent by Gandara to Norfleet and other City staff after his, Gandara's, removal April 25, 2013. See Exhibit 16. In 4 of these emails, Gandara invites Norfleet and others to attend 4 community meetings at different private residences. The purpose of these meetings was unclear, however, to the extent they represented a quorum of the City Council, such a community meetings without proper notice to the public, could be a violation of the Open Meetings Act. Further Gandara improperly represented himself as the "District 4 Councilman". The fifth email is notifying the City Staff of his April 29, 2013 arrest by the Sheriff.

These emails indicate Gandara's continued efforts to involve himself in City affairs, misrepresenting himself as a Councilman. We contacted Currey Adkins who maintained the City's email accounts to retrieve additional emails. Currey Adkins provided the above emails. We were informed by Currey Adkins that Gandara's City email account was deleted 6 months after his termination, per standard policy. Norfleet has denied he has continued any communication or interaction with Gandara. Although it appears Gandara has continued to try to involve himself in City affairs, we noted that many of the invitees responded they would not attend. We cannot substantiate the allegation that Gandara continued to exert influence at the City through Norfleet, after being removed from office.

Lujan Trucking –Purchase of land near City projects

Maria Reyes alleged that that the owners of Lujan Trucking, Inc. had prior confidential knowledge that the City would be purchasing and developing 301 Place Rd. This property was undeveloped and was used by previous ownership as a dumping ground for trash and other unwanted items.

It was further alleged that once the City purchased the property it would remove all trash and build a park, thereby increasing surrounding property values. It was alleged that Lujan Trucking acted upon this information and purchased property adjacent to 301 Place Rd prior to the City purchasing the property.

A background check on property records indicate that the City purchased 301 Place Rd on December 22, 2012. According to witness statements the City did remove trash, but did not construct a park as alleged. Property records for the owners of Lujan Trucking, showed the property they owned was purchased between 1976 and 1994.

Although the Lujans' own property off 301 Place Rd, their purchases took place more than 18 years before the City purchased the property. We could not substantiate this allegation.

Manny Soto Accrued Sick Leave

City personnel records reflect Soto signed a contract to serve as Acting City Manager on May 14, 2010. See Exhibit 18. Medina stated that Manny Soto terminated his employment as City Manager and signed a contract with the City to act as a consultant, dated November 10, 2011. See Exhibit 17. Upon his separation, Soto requested being paid for his unused sick leave he earned while City Manager. Medina reviewed Soto's City Manager employment contract and noted that Soto's employment was to conform to existing City employee policy model which stated employees were not to be paid for unused sick leave. Medina advised Soto of her findings and refused to pay him for his unused sick leave. Medina stated Soto was upset at her refusal and told her to check with Jerry Wallace, the City Attorney. Medina stated she agreed to contact Wallace. Medina further stated her office was next to Soto's and before she called Wallace, she overheard Soto talking to Wallace on the phone. Medina overheard Soto tell Wallace to be "ready" for a call from Medina regarding payment for his sick leave. Upon overhearing the conversation, Medina stated she became concerned that Wallace and Soto were scheming to get Soto paid. Wanting documentation regarding any advice Medina got from Wallace, she stated she emailed Wallace instead of calling him.

Medina stated Wallace's first response made no sense and did not answer her question as to whether Soto's contract required the City to pay him for his sick leave. Upon receiving this email, Medina advised she emailed Wallace a second time asking him for a "yes" or "no" answer. See Exhibit 19. Wallace emailed her October 24, 2011, stating that the City Council authorized paying Soto for his sick leave. Medina stated Wallace told her the Council approved paying Soto for his sick leave in executive session and therefore no record of the discussion exists. See Exhibit 20. Martina Rodas, who handles the City's payroll, provided copies of the emails with Wallace and other documentation regarding Soto's sick leave.

City of Socorro
April 2, 2014

Page 13

Wallace informed her that the payment of Soto for his sick leave was approved by Council, citing the need for Soto's services. Wallace further stated the right to sick pay was vested in Soto at the time the contract (Acting City Manager) was signed with Soto. Wallace also stated the policy was changed after the City had contracted with Soto. The City of Socorro Employee Handbook, dated April 12, 2010 states: "Individuals who are terminated for cause, or permitted to resign in lieu of termination will not be compensated for any accrued leave". See Exhibit 21. The Acting City Manager Employment Agreement was effective May 14, 2010 which is after the date of the policy prohibiting the payment for a terminated employee's accrued sick leave. This contradicts, in part, Wallace's explanation for the justification for paying Soto for his sick leave. Soto was paid for \$6,760.00 for 65 hours of sick leave on November 17, 2011. Wallace's explanation regarding vesting of the sick leave benefits does not comport with the underlying contract or policy.

It is our understanding that during Wallace's tenure as City Attorney no transcripts or other recordings of Council executive sessions were kept. The City Clerk advised that a certified agenda is kept for all executive sessions. She added that even though the discussions held in executive session are sealed, if the Council had approved the payment of Soto's sick leave it would have presented a motion for a vote in open session which she did not believe happened. It is our understanding the Council did not approve the payment in open session. We have discussed this matter with the City's Legal Counsel. It appears the Open Meetings Act precludes the City Council from approving actions in closed session and therefore the above potentially constitutes an illegal act by the Council. . In addition, We recommend this matter be referred to the City's legal counsel for an appropriate legal opinion and disposition.

Chief Alvalos-Administrative Leave & Firing

It has been alleged the suspension of Chief Jaime Alvalos was a result of a personal vendetta against Alvalos by Gandara and Soto, the City Manager at the time. It is our understanding Alvalos was suspended and placed on administrative leave, with pay, in September 2010.

Alvalos was terminated on August 5, 2012 after two separate investigations into alleged wrong doing. In his email, dated, 3/16/2011, the City Attorney, Jerry Wallace, informed the City Manager and Al Patino (police consultant/investigator) of the issues identified involving Alvalos which included: unauthorized polygraph exams, mishandling of sexual harassment complaints, purchasing policy violations, violations of state credentialing of officers and mismanagement of the property and evidence department. See Exhibit 22. Wallace details the evidentiary problems regarding the polygraph exams and mishandling the sexual harassment complaints. In our opinion, these evidentiary problems raise serious questions as to whether the allegations could have been proven.

On May 12, 2011, Al Patino prepared a memorandum detailing his investigation entitled "Issues related to Jaime Avalos (Chief of Police)". See Exhibit 23. Patino's report addressed the purchasing issues, TCLEOSE Regulations violations, violations of regulations regarding property and evidence maintenance. In his July 11, 2013 email to the Socorro City Manager, Wallace advised no report was completed because the investigator (we presume retired FBI Agent Webb and not Patino) could not interview a number of the witnesses. See Exhibit 24. Wallace goes on the "former police consultant" (we presume is Patino) investigated a "host" of administrative allegations while Avalos was on leave, however "most of these allegations were determined not to be supported because the information submitted by the consultant wasn't well documented and didn't seem worth the effort of the investigation". Wallace further advised the primary thrust of the investigation was the sexual harassment complaints filed with the EEOC which appears to be the investigation Webb could not complete. Wallace stated, although he was familiar with Webb's qualifications he had not seen him in a number of years and was not aware of his poor health. Wallace further stated he ended up doing much of the interview questioning so the TML (defense) attorneys and Webb received the information they needed.

On June 19, 2012, Maria Reyes inquired of the City Manager, Norfleet as to the status of the investigation of Avalos. On July 17, 2012, Norfleet responded there was no update concerning the investigation of Avalos. Avalos was terminated on August 5, 2012. Norfleet advised us he terminated Avalos so he could file his unemployment compensation claim. Norfleet further stated he did not know why Avalos was placed on paid administrative leave and opined this was done to prevent Avalos from filing a wrongful termination lawsuit against the City. The City paid Avalos \$139,880.40 during the 23 months he was on paid administrative leave. The above scenario supports Norfleet's opinion that the City's actions were aimed at preventing Avalos from suing the City. Two years and two separate investigations (three if you count Wallace's efforts) failed to prove the allegations against Avalos. The above tends to support the retaliation motive stated above.

Redistricting

On December 5, 2011, the Council called for a public hearing on an ordinance to reapportion the City Council Single Member Districts. See Exhibit 25, Item No. 9. The Council adopted the ordinance reapportioning the City Council single member districts on December 12, 2011. See Exhibit 26. Those Members voting aye were Madrid, Rodriguez and Gandara. Garcia and Reyes were absent. The City, through the City Attorney, Wallace, requested "pre-clearance" from the United States Department of Justice to change the district boundaries.

City of Socorro
April 2, 2014

Page 15

The pre-clearance petition included the "Socorro, Texas Redistricting Assessment, Based on 2010 Census" compiled by Sites Southwest, 4110 Rio Bravo, Suite 217, El Paso, Texas 79902. See Exhibit 27.

Maria Reyes alleged that the numbers supporting the redistricting were provided Sites Southwest by the City Attorney. Furthermore, Reyes alleged the boundaries were redrawn in order for Member Mary Garcia to remain within District 3 after she moved.

A representative of Sites Southwest ("Sites") advised they were engaged to prepare the City's Master Plan and not to provide data for redistricting. During the work on the Master Plan, the City requested Sites to provide census information which could be used in the redistricting. Sites did state they worked primarily with the City Attorney. Sites provided the City with 7 different "Proposed Plans" which set forth the population by district and the "% deviation" from the "ideal" district. Attached hereto is the information provided us by Sites setting forth these Proposed Plans. See Exhibit 28. Sites advised us that the City Attorney informed them the goal was to minimize the disruption to the districts. Sites advised they did not actually redraw the districts, but rather provided a block by block analysis of the population contained within each district. The City Attorney confirmed he was involved with calculating the final numbers. It is our understanding approximately 95% of the population of Socorro is Hispanic, many of which are bi-lingual. It does not seem relevant, from a pre-clearance position, how the districts were re-drawn. It should be noted the redistricting did equalize the population between the districts. Furthermore, we were unable to establish the redistricting was done for the sole purpose of keeping Member Garcia within her district.

Alejandro Vidales, Jr

Vidales was hired to act as the Municipal Judge on June 1, 2010. Although it was alleged Vidales was to be paid \$92,000 per year, with the contract actually set his salary at \$4,160 per month or \$49,920 per year. See Exhibit 29. Maria Reyes alleged Vidales was hired because of his personal relationship with Gandara. On November 11, 2011, Vidales signed a separate contract to serve as Interim City Manager for an alleged salary of \$135,000. The actual contract states Vidales' salary was to be \$5,280 per month or \$63,360 per year. The contract further states Vidales is to receive his salary for Acting City Manager in addition to the salary for Municipal Court Judge. See Exhibit 30. The allegations regarding the total amount of Vidales' compensation were not substantiated.

It was further alleged that Vidales also received vacation and sick leave as well as participating in the "401(k) plan" all of which were inappropriate because of Vidales' status as "contractor".

In addition, Vidales' predecessor, Soto was hired to be a consultant to Vidales in his role as Interim City Manager. Soto's consulting contract was effective November 10, 2011. See Exhibit 17.

The contract called for "transitional" services not to exceed 60 hours. The remainder of Soto's responsibilities involved what appeared to be special projects. Soto was to be paid \$100.00 per hour, not to exceed \$50,000.00.

It was further alleged this latter contract was signed because Vidales was not competent to act as Interim City Manager. In view of the duties set forth in Soto's consulting contract, most of which was special projects, we cannot substantiate this latter allegation.

We determined that Vidales did in fact have two separate contracts. We further determined that his compensation for acting as Interim City Manager was \$63,360 with a total compensation for both jobs was contractually set at \$113,280. An examination of Vidales' payroll information showed he was actually paid, in total, an average of \$73,081 per year. Furthermore, Vidales was an "employee" with employment contracts (not a contractor) which both stated he was eligible for vacation and sick leave and participate in the Deferred Compensation Plan. Vidales was fired by the City Council December 2013 and received a \$65,000 settlement. We determined the allegation of improperly receiving employee benefits to be unfounded.

Hiring Legal Counsel for Subjects of Civil Lawsuits or Criminal Investigations

It has been alleged that the hiring of legal counsel for Council Members and City employees to defend them regarding criminal investigations was improper. We identified the following individuals for whom legal counsel was hired and paid for by the City.

Jesse Gandara, Jr.
Manny Soto
Mary Garcia
Gloria Rodriguez
Guillermo "Willie" Madrid, Jr.
Richard Gutierrez
Armando Mapola
Jose Alvarez
Javier Varela
Israel Delgado
Refugio Orta
Bobby Correa

It is our understanding the Council approved hiring of legal counsel for the above people. The City paid \$63,793.50 for this representation. Some of this amount was paid in 2013. It is unclear what actions gave rise to the need for legal counsel or whether these individuals were being charged criminally or civilly or whether they were acting in their personal capacity or on behalf of the City. In discussions with the City's Legal Counsel and the review of relevant Attorney General of Texas Opinions, it appears it may be illegal for the City to hire legal counsel to defend Council Members and City employees against criminal charges. The opinions further challenge the validity of Council Members voting to pay their personal legal expense or those of other Council Members accused of the same actions. We recommend this matter be referred to the City's legal counsel for a legal opinion and appropriate disposition.

Whether or not this action was appropriate or ill-advised is a question for the current Council to decide. For the purposes of this investigation, the action was approved by the former Council and we therefore find the allegation unfounded.

Currey Adkins

It is our understanding Currey Adkins hosts the City's website which includes maintaining the email accounts for City employees. We further understand Currey Adkins charges the City for the number of email accounts they have open. We were told that Currey Adkins has not deleted email accounts for terminated employees and continues to charge the City for these inactive accounts. We were unable to locate a contract for Currey Adkins but did determine the City has paid it \$27,280.60 during the period under investigation. This matter was brought to the attention of the City's Information Technology person for appropriate resolution.

Conclusions

We did not find evidence of any material fraud involving the Capital Project Expenditures (Certificate of Obligations & Grant expenditures) or general fund purchases during the three year period ending September 30, 2012. As detailed above, we did not duplicate the efforts of the Sheriff's Office and therefore did not investigate the Council Member's discretionary funds. We determined a number of the above allegations of wrongdoing were not substantiated which were so noted above.

The following are issues we identified.

1. Concrete Driveways Construction Project – this project appeared to be aimed at garnering political advantage for Gandara. The project was represented to the public as being available for everyone, when in fact the vast majority of driveway recipients were registered voters. The contract expansion for an additional 709 driveways cost the City \$806,263. We believe the Council should have put this expansion out for competitive bid.
2. \$500,000 certificate of obligation to build museum – The City apparently spent \$213,833 of the \$500,000 on the municipal court and planning and zoning buildings and nothing on the museum. The City's accounting records reflect an unspent balance of \$95,682 for this certificate of obligation which would indicate that \$190,485 was spent on other projects. There is some question of the accuracy of the City's accounting records, which are an accumulation of over 12 years of activity, including a refunding in October 2010. We recommend a full and detailed accounting to determine the actual balance which should be reflected in the City's accounting records after which a determination can be made as to where the the funds were spent and the propriety of same.

Attempted removal of discretionary spending documentation for Gandara – Witness testimony shows Soto, a contract consultant at the time, instructed two City employees to remove documentation from Gandara's discretionary spending file. This was in advance of a search warrant being executed by the Sheriff's Office. This should be referred to the appropriate law enforcement authorities.

4. Mauro Rosas playground equipment – An apparent attempt to circumvent Council approval for the purchase of \$734,076 of playground equipment was made just before the May 11, 2013 Council election. It appears this attempt was made with a belief that a newly elected Council would not approve the purchase. The purchase technically did not violate City Purchasing Policy, however the City employees involved were advised by the City Attorney that Council approval was in fact required.
5. Continued Influence by Gandara over City business affairs – We found 4 emails Gandara sent to City staff, after he was removed from the Council, inviting them to attend community meetings at private residences. There did not appear to be appropriate public notice for these meetings and Gandara misrepresented his position as City Councilman. To the extent a quorum was required, the meetings may have violated the Open Meetings Act. We saw no evidence that any City staff attended either meeting or that Gandara continued to exert any influence at the City.

6. Soto's accrued sick leave – Soto was paid \$6,760 for accrued sick leave upon terminating his position as Acting City Manager. It was reported this action was approved by the Council in executive session. According to the City Clerk, even if this were the case, the Council would be required to make and approve a motion in open session. One justification put forward for the payment was that Soto's right to receive payment vested prior to the change in City policy. The City of Socorro Employees Handbook, dated April 12, 2010 prohibits payment of accrued leave upon termination. Soto's contract for Acting City Manager had an effective date of May 14, 2010. The policy predated Soto's contract.
7. Police Chief Jaime Avalos – It was alleged Avalos was placed on paid administrative leave for 2 years as a result of some retaliation by the City Manager (Soto) and/or Gandara. We determined that two separate independent investigations failed to prove the alleged wrongdoing by Avalos. The City was notified of the completion of the second interview, which could not substantiate the allegations, on July 11, 2013. The City took no action on Avalos' case for over a year at which time he was terminated. The City paid Avalos \$139,880 while on administrative leave. The current City Manager, Norfleet, opined Avalos was placed on paid leave so he could not sue the City for wrongful termination. This situation was not appropriately handled by the City. Avalos should have been given his job back when the investigations failed to prove the allegations.
8. Redistricting – It was alleged the redistricting was somehow improper because the statistics and other information used were supplied by the City Attorney and the purpose was to assist a Council Member maintain her position on the Council. We determined the statistics used in the redistricting originated with the contractor hired to prepare the City's Master Plan. The end result was to more evenly distribute the population among the four districts. We could not confirm the purpose behind the redistricting was to maintain any Member's position.
9. Alejandro Vidales – It was alleged Vidales was paid for being a Municipal Court Judge and Interim City Manager at the same time and paid his full compensation for both positions. It was further alleged Vidales improperly received employee benefits such as vacation and sick leave and participating in the "401(k)" plan. We determined that Vidales was compensated for both positions, but up to the maximum for the Interim City Manager's position. Contrary to the allegations, Vidales was an employee and pursuant to his employment contracts was entitled to leave and participating in the "deferred compensation" plan.

10. Hiring Legal Counsel for Council Members and employees – The Council approved hiring legal counsel for various Council Members and employees. The cost to the City was \$63,793. We were unable to determine whether the justification for the legal representation was based upon these individuals performing their official duties or not which would seem to be a prerequisite. We assume the Council has the authority to approve this action.

Recommendations

Based upon our observations during the investigation we noted some deficiencies and other issues for which we have the following recommendations.

1. The City should develop and implement an Ethics policy that governs the actions of the Council, City employees and vendors and contractors. This policy should include a written ethics statement which is communicated to the above groups.
2. Avoid vague authorizations by Council in regards to negotiating and awarding contracts or addendums.
3. In certain instances we noted a lack of documentation regarding the competitive bids submitted and the evaluation of the proposals. The City should maintain all documentation regarding submitted proposals and the evaluation of them. The justification of awarding a bid should be clearly documented as well.
4. The authorized amounts for Certificates of Obligation should be recorded in the general ledger. The balance of unspent funds should be tracked. A detailed accounting for the 2001 certificate of obligation should be performed to verify the balances in the City's accounting records and the details of all expenditures.

William D. Brown

WHEREAS, the City of Socorro currently holds its general election on the uniform election date on the second Saturday in May; and

WHEREAS, pursuant to Senate Bill 100 and other statutory and state constitutional provisions, the City of Socorro is, through the adoption of this Ordinance/Resolution making best efforts to modify its election procedures to be in compliance with Senate Bill 100 and other federal and state laws; and

WHEREAS, by the communication dated June 24, 2011 the Texas Secretary of State has recommended that the City of Socorro consider changes to its election schedule and procedures because of the changes in Texas State Election Laws to implement the *Military and Overseas Voter Empowerment Act*; and

WHEREAS, Texas House Bill 1545 Adopted at the 2011 Legislative Session authorizes Socorro to change the date on which it holds its general municipal election for members of the City Council from May to the November uniform election date; and,

WHEREAS, Texas Senate Bill 100 Adopted at the 2011 Legislative Session authorizes the following changes in election practices and procedures:

A. Implements the *Federal Military and Overseas Voter Empowerment Act* by requiring the early voting clerk to make registration and absentee ballots available to overseas military voters at least 45 days before an election involving a federal or statewide office; and,

B. Provides that a county elections administrator is not required to enter into a contract to furnish election services with a city for the May uniform election date; and,

C. Allows a home-rule city to change the date on which it holds its general election from the May uniform election date to the November uniform election date through the adoption of a resolution that supersedes a city charter provision requiring a different election date; and,

D. Allows a home-rule city to provide for the election of all members of the governing body at the same election through the adoption of a resolution that supersedes a city charter provision establishing staggered terms of office; and,

E. Provides that a member of a city council with a term of office of more than two years that holds over in office in accordance with Article XVI, Section 17 of the Texas Constitution to conform to a new election rules and procedures does not create a vacancy in the office by doing so, thereby eliminating the need for a special election called within 120 days of the vacancy; and,

F. Authorizes a political subdivision that elects the members of its governing body to a term that consists of an odd number of years to adopt to change election

rules and procedures at any time prior to December 31, 2012 changing the length of terms of its members to an even number of years.

WHEREAS, in order to comply with these new election procedures and to assure that the City of Socorro may continue to have the option of contracting with the El Paso Elections Department to conduct municipal elections; and,

WHEREAS, the City Council believes that changing the regular municipal election from May to November will increase voter participation and turn out in Socorro's municipal elections; and,

WHEREAS, the City Council has been advised by the City Attorney as well as the Secretary of State and Texas Municipal League Legal Services that the statutes referenced above authorize the change of dates for municipal elections from May, as set forth in the City Charter, to the November uniform election date without the necessity of amending the City Charter in advance of said change; and,

WHEREAS, for all the reasons stated herein the City of Socorro City Council believes that it is in the best interest of the voters and residents of the City of Socorro to effectuate these changes in election dates and procedures.

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

SECTION 1. FINDINGS.

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

SECTION 2. CHANGE OF ELECTION DATE.

That the date for all City of Socorro General Municipal Elections heretofore held on the second Saturday in May, be and same is hereby changed, and will hereafter be conducted on the November uniform election date as established by the *Texas Election Code*.

SECTION 3. TERMS OF OFFICE SOCORRO CITY COUNCIL

The term of office for members of the Socorro City Council is hereby changed from three year terms to four (4) year terms, to be staggered as herein set forth, and with members to serve four (4) year terms. Existing terms of office are hereby extended to provide staggered terms and no vacancy in office shall be created by said change in terms of offices or extension of terms of offices.

SECTION 4. STAGGERING OF TERMS MAYOR, COUNCILMAN AT-LARGE AND DISTRICT 4.

So as to permit staggering of the terms of office for the Socorro City Council, as required by the City Charter, Council members' terms of office will continue to be staggered so that the Mayor, Councilman At-Large and District 4 are elected at the November 2013 Uniform Election Date, and Districts 1, 2 and 3 are elected at the November 2014 Uniform Election Date. All terms of office for members of the Socorro City Council shall be four (4) years, and shall run from November through November of the fourth year after the member is elected.

SECTION 5. STAGGERING OF TERMS DISTRICTS 1, 2 AND 3.

That the election for Socorro Mayor, At-Large City Council member and Socorro City Council District 4 will be conducted at the November 2013 Uniform Election Date. The current members of the City Council will continue to serve in their current positions until their positions are filled at the November general election set forth herein. Council members elected for Council Districts 1, 2 and 3 will be chosen at the November 2014 Uniform Election Date. Council members will continue to be elected to four (4) year staggered terms in accord with this schedule.

SECTION 6. QUALIFICATION OF CANDIDATES.

That the provisions of the Socorro City Charter for the qualifications of candidates and the certification of candidates shall remain in full force and effect with the exception of the change of election date, terms of office, extension of terms of existing council members, and resulting filing deadlines and runoff elections that pertain to the November uniform election date.

SECTION 7. VOTING RIGHTS PRECLEARANCE.

That the City Attorney is hereby authorized to submit this change in election procedure to the Assistant United States Attorney General, Civil Rights Division, for preclearance pursuant to Section 5 of the Voting Rights Act of 1965 (42 USC 1973(c)); and, the City Manager and City Attorney are hereby authorized and directed to take all other steps and actions necessary to implement this resolution and the changes contained herein.

SECTION 8. SEVERANCE.

Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this resolution are declared to be severable.

SECTION 9. REPEALER.

All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed, but only to the extent of such conflict.

SECTION 10. EFFECTIVE DATE

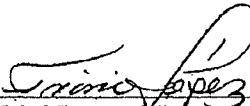
This ordinance shall be effective immediately from and after final adoption by City Council.

ENACTMENT

That this Ordinance was duly enacted with all the requisites and formalities incident to the enactment of ordinances, and such is evidenced by the below signatures.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SOCORRO,
TEXAS AFTER PUBLISHING NOTICE OF HEARING AND CONDUCTING A PUBLIC
HEARING THEREON.**

This 12th day of December, 2011.




Trini Lopez, Mayor

ATTEST:



Manuel Rubio, City Clerk

APPROVED AS TO FORM:



Jerry R. Wallace, City Attorney

Trini Lopez
Mayor

Guillermo Madrid, Jr.
At Large

Maria Reyes
District 1

Manuel Rubio
City Clerk



Gloria Macias Rodriguez
District 2

Mary G. Garcia
District 3

Jesus Gandara, Jr.
District 4

Alejandro Vidales, Jr.
Interim City Manager

ORDINANCE NO. 299

AN ORDINANCE/RESOLUTION OF THE CITY OF SOCORRO, TEXAS PURSUANT TO TEXAS HOUSE BILL 1545 AND TEXAS SENATE BILL 100 DIRECTING THAT THE ELECTION FOR MEMBERS OF THE SOCORRO CITY COUNCIL BE CHANGED FROM MAY OF EACH YEAR TO THE NOVEMBER UNIFORM ELECTION DATE, EXTENDING COUNCIL MEMBERS TERMS OF OFFICE AND DIRECTING THAT TERMS OF OFFICE FOR MEMBERS OF THE CITY COUNCIL CONTINUE TO BE STAGGERED WITH THE ELECTIONS FOR MEMBERS' TERMS IN FUTURE YEARS TO BE CONDUCTED ON THE NOVEMBER UNIFORM ELECTION DATE, AND DIRECTING THAT THIS CHANGE IN ELECTION PRACTICE AND PROCEDURE BE SUBMITTED TO THE ASSISTANT UNITED STATES ATTORNEY GENERAL FOR CIVIL RIGHTS PURSUANT TO THE TERMS AND PROVISIONS OF THE FEDERAL VOTING RIGHTS ACT OF 1965 (42 USC 1973 (c)) AND FOR ALL OTHER MATTERS GERMANE THERETO.

WHEREAS, the Federal Help America Vote Act of 2002 (HAVA), found in 42 U.S.C. § 15481(a)(3), mandates that for elections in which a federal office is on the ballot, each polling place must be equipped with an electronic voting machine to facilitate voting by those with disabilities; and

WHEREAS, the Texas Legislature implemented HAVA in the 2003 regular session with the passage of House Bill 1549, but expanded the scope of the electronic voting machine requirement to apply to any election held in the state, with limited exceptions; and

WHEREAS, the federal Military and Overseas Voter Act of 2009 (MOVE Act), found in 42 U.S.C. § 1973ff-1, provides for an extended timetable in which absentee ballots be transmitted to uniformed and overseas citizens at least 45 days prior to an election; and

WHEREAS, the Texas Legislature implemented the MOVE Act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general election, which is the second Saturday in May; and





Judge removes 2 Socorro councilmen, rules annexation process null and void

El Paso County Sheriff's Office executes warrant at Socorro City Hall, Rep. Gandara Jr.'s home

[Maria Garcia](#), MariaG@kvias.com.

POSTED: 01:15 PM MDT Apr 25, 2013 UPDATED: 06:15 PM MST Jan 15, 2014



EL PASO, Texas -

Socorro's City Council is being shaken up.

Judge Stephen Ables ruled Thursday morning that Guillermo "Willie" Madrid and Jesus "Jesse" Gandara Jr. are in office illegally and that they must be removed. Both resigned their positions on council in early February but continued to serve.

The County sued Socorro, alleging the council members extended their terms without amending the city charter, which would have required a public vote.

The judge agreed with the County.

A Socorro spokesman maintained on Thursday that Socorro thought it could legally extend the terms because of a state law but the judge ruled they misapplied the law.

Both Madrid and Gandara are running for their vacated seats in the May 11 election.

Ables also declared Socorro's annexation process of parts of San Elizario and parts of El Paso County null and void, saying if the city wishes to continue annexation, it must start the process all over again.

The Texas Attorney General rendered an opinion in late January stating that the City of Socorro's extension of City Council terms was not in compliance with the Texas Constitution.

"Under article XI, section 11(a) of the Texas Constitution, a court would likely conclude that a home-rule municipality may not change its city council terms from three years to four years without a charter amendment," Texas Attorney General Greg Abbott wrote in his opinion. "To the extent the City of Socorro's City Council terms exceed four years, they are contrary to article XI, section 11(a) of the Texas Constitution."

In October, then-Socorro Mayor Trini Lopez resigned because he said the City of Socorro was breaking election laws by extending his and others terms of office without bringing the issue to voters.

In an undated letter posted on the City of Socorro website, city officials state their extension of term limits were in compliance.

"The United States Department of Justice and the United States Assistant Attorney General for Civil Rights has approved the 2008 City of Socorro Charter Amendments that change the election process in the City of Socorro and approve the December 2011 ordinance/resolution changing the City of Socorro election date from May to November and extending the city council members' terms of office," according to the undated statement.

City of Socorro spokesman Dave Garcia released this statement in January in response to the Texas Attorney General's opinion:

"In 2008, by charter amendment, the City of Socorro went to staggered terms of two to three years. We are flummoxed by today's AG's treatment of the four-year term issue in his opinion. In one section of the opinion, the ruling seems to imply the Legislature exceeded its authority when it authorized cities to move from odd to even-numbered terms to the extent that the selected term exceeds that provided in the City Charter (i.e. moving from three to four-year terms.) On the other and, the opinion clearly concludes that a transition term, as also authorized by the Legislature in Senate Bill 100, may not exceed four years. Since the last municipal election was conducted in 2010, none of the current members of the City Council will exceed four years in office until at least May 2014. Upon further clarity, the City Council will need to examine if then, special elections would then be necessary. This issue is also complicated by an AG opinion which holds that once an entity moves from May to November elections then the entity is prohibited from moving back to May elections. In any situation, the City of Socorro attorneys are confident the city is currently completely compliant."

The entire council was elected in May 2010 and was originally scheduled to be up for election in May 2012.

Council voted to stagger the terms so half of the council would change at one time and they voted to extend members' terms by 18 months.

This is how it changed elections:

Group A - Up for election in Nov. 2013 - Jesse Gandara Jr, Willie Madrid, Trini Lopez (now vacant)

Group B - Up for election Nov. 2014 - Gloria Rodriguez, Maria Reyes, Mary Garcia (this group is scheduled to be in office 4.5 years)

"Whether or not an elected official is properly holding office is a serious question. My office is reviewing the attorney general's opinion and will respond appropriately," El Paso District Attorney Jaime Esparza said in a statement in late January.

Socorro's annexation obstacles

On Feb. 11, Ables extended an injunction sought by the county that voids any decision made by Socorro on the matter until April 25.

The injunction was sought by county attorney Jo Anne Bernal, who claims several Socorro City Council members violated the Texas Constitution by extending their terms without a public vote. Records show Socorro council members approved the term extensions as an ordinance, but term extensions require a voter-approved amendment to the city charter.

Copyright 2014 [KVIA](#). All rights reserved. This material may not be published, broadcast, rewritten or redistributed.

© 2014 KVIA | 4140 Rio Bravo, El Paso, Texas 79902

Vendor Selection List

DRAFT

VendorName	Grand_Total	Focus
Accountemps	27,515.50	
Aetna	864,241.14	
AFLAC	36,729.69	
AHERN	156,562.79	
Al Patino	24,696.15	
Alamo Auto Supply	104,967.09	
Alvidrez Architecture Inc.	70,213.56	
Anibal Olague	67,658.90	
Anthony Pump & Drilling, Inc.	28,680.00	
Armor Construction, Inc.	282,767.38	
AT & T	126,365.69	
AUTO ZONE COMMERCIAL	23,787.18	
Bank of New York	127,152.50	
Betson Texas Distributing	42,500.69	
Blair-Hall Co., Inc.	735,043.79	
Blanco, Ordonez, & Wallace P.C	870,438.28	
Border Housing Solutions	123,076.80	
Burnett Staffing	22,945.57	
CASA Ford	348,117.62	
CEA Engineering Group	135,278.34	
CEMEX, Inc.	210,839.46	
Colonial Supplemental Ins.	25,909.84	
County of El Paso	66,488.28	
Crazy Net Computers, Inc.	29,193.05	
CSA Engineers & Constructors	251,728.18	
Currey Adkins	27,280.60	
David Garcia	40,234.69	
Dell Marketing LP	52,912.65	
Dental Select	94,987.56	
E.P.City County Hlth Env. Dist	1,100,562.08	
El Paso Central Appraisal	155,899.45	
El Paso Community College	20,851.27	
El Paso Disposal	46,463.63	
El Paso Electric Company	644,476.06	
El Paso Times, Inc.	64,508.22	
First National Bank	71,500.95	
Fusion Collision Center	25,200.00	
GCR, LLP	248,219.41	
Hawk Construction	968,588.45	Concern
Home Depot	36,753.62	
HUIT ZOLLARS INC.	84,300.00	
Jobe Materials, L.P.	1,845,653.75	Concern
Lincoln Nat'l. Life Insurance	28,003.34	
Lone Star Title Company	802,981.29	

Vendor Selection List

DRAFT

VendorName	Grand_Total	Focus
Lower Valley Water District	54,114.14	
Lujan Trucking	158,909.45	Concern
Manny Soto	49,398.40	Concern
Medlock Commercial Contractors	1,992,354.31	Concern
Moreno Cardenas Inc.	426,342.08	Concern
Nationwide Retirement Solution	87,614.46	
Office Depot	86,118.35	
PATHMARK TRAFFIC PRODUCTS	22,849.68	
Philpott Motor Company	23,335.39	
Premier Pension Solutions, LLC	326,556.33	
SAM'S CLUB	55,303.39	
Sculptural Designs	154,600.00	
Sierra Machinery Inc.	123,551.37	
Sites Southwest	343,917.28	
Socorro Shamrock Ser. & Towing	37,120.00	
Solar Smart Living	77,775.00	
State Comptroller	650,715.96	
Strickler & Prieto, LLP	74,000.00	
Sun City Installations	20,061.70	
Superior Copy Machines	36,735.72	
Tax Assessor/Collector	31,456.12	
Terra Design Group Inc	271,717.08	
Texas Dept. of Transportation	335,383.78	
Texas Gas Service	25,399.77	
Texas Municipal League	824,558.21	
The Independent BankersBank	180,449.50	
Time Warner Cable	31,601.96	
TX Child Support SDU	161,890.20	
U.S. Bank National Association	1,968,008.55	
Unifirst Corporation	39,010.20	
Uniforms of Texas/Hector Ayala	51,225.03	
Verizon Wireless	50,578.85	
VillaVerde Inc.	53,060.14	
Water Consulting Group, Inc.	22,070.61	
Wells Fargo Visa Card	74,774.72	
West Texas County Courier	31,178.88	
WESTERN REFINERY	361,733.75	
White & Samaniego & Campbell,	25,000.00	
	<u>\$ 20,502,744.85</u>	

**City of Socorro
Vendor Review Listing**

Vendor	Amount Invoiced
Alvidrez Architecture Inc.	\$ 70,213.56
Anthony Pump & Drilling, Inc.	\$ 28,680.00
Armor Construction, Inc.	\$ 282,767.38
Blair-Hall Co.	\$ 735,043.79
Blanco, Ordonez, & Wallace P.C.	\$ 870,438.28
Border Housing Solutions	\$ 123,076.80
CEA Engineering Group	\$ 135,278.34
CEMEX, Inc.	\$ 210,839.46
CSA Engineers & Constructors	\$ 251,728.18
Currey Adkins	\$ 27,280.60
Hawk Construction	\$ 968,588.45
Jobe Materials, L.P.	\$ 1,845,653.75
Lujan Trucking	\$ 158,909.45
Manny Soto	\$ 49,398.40
Medlock Commercial Contractors	\$ 1,992,354.31
Moreno Cardenas Inc.	\$ 426,342.08
Grand Total	\$ 8,176,592.83

Guillermo Gandara Sr.
Mayor

Guillermo Madrid Jr.
At Large

Luis Varela
District 1



Gloria M. Rodriguez
District 2

Mary B. Garcia
District 3

Jesus Gandara Jr.
District 4 / Mayor ProTem

CITY OF SOCORRO, TEXAS

REQUEST FOR PROPOSALS

CONCRETE DRIVEWAYS CONSTRUCTION PROJECT

ATTN: Gina Rodriguez, City Clerk

DUE: Thursday, August 12, 2010 at 4:00 p.m. (local time)

At:

124 S. HORIZON BLVD.

SOCORRO, TEXAS 79927

*124 S. Horizon Blvd., Socorro, Texas 79927 Tel. (915) 858-2915 Fax (915) 858-9288
www.socorrotexas.org*

NOTICE:

The City of Socorro, Texas (City), a Texas Municipal Corporation, is soliciting requests for proposals (RFP's) from qualified construction firms interested in entering into an agreement for construction services as described herein.

The City of Socorro, Texas will receive sealed bids for **Concrete Driveways Construction Project** until **4:00 p.m. (local time)** on the **12th day August, 2010** at the **City of Socorro Administration Building, 124 South Horizon Blvd., Socorro, Texas 79927**. Bids will be publicly opened and read aloud on **Wednesday the 18th day of August, 2010**, at **3:00 p.m.**, at the City Hall Chambers, located at 860 N. Rio Vista Rd., Socorro, Texas.

The project consists of construction of concrete driveways on street parkways on specific areas designated by the City of Socorro, Texas. The scope of services is described in the "Introduction" section of this document.

Firms submitting proposals (RFP's) must submit one (1) loose original and seven (7) bound copies of the complete Request for Proposals (RFP's) by **4:00 p.m., Thursday, August 12, 2010**; RFP's must be marked with description on lower front left corner of envelope "**RFP- FOR CONSTRUCTION OF DRIVEWAYS PROJECT BID-ATTN: CITY CLERK**". Statements may be hand delivered to the following location:

**Attn: Gina Rodriguez/City Clerk
City of Socorro, Texas
124 S. Horizon Blvd.
Socorro, Texas 79927**

Any proposal received after the state closing time will not be accepted and will be returned unopened. If RFP's is sent by mail it must be received by the City Clerk of the City of Socorro, Texas by no later than the deadline provided above.

Bids will be publicly opened: Wednesday, the 18th day of August, 2010, at 3:00 p.m., at the City Hall Chambers, located at 860 N. Rio Vista Rd., Socorro, Texas

Until the final award of contract by the City of Socorro, Texas, the City reserves the right to reject any and/or all proposals, to waive technicalities to re-advertise, to proceed otherwise when the best interest of the city will be realized hereby.

RFP's must be signed by someone having the authority to bind their company in a contract.

For more information or questions regarding submission requirements, please contact Gina Rodriguez/City Clerk at (915) 858-2915 xt. 18 or via email at: cityclerk@socorrotexas.org

Technical questions or comments can be directed to Samuel A. Leony, Planning and Public Works Director of the City of Socorro, Texas at 915-872-8531, Monday through Friday, during regular business hours of 8:00 a.m. to 5:00 p.m.

INTRODUCTION:

The City of Socorro, Texas desires to select a qualified Construction Company capable of performing all the activities normally associated with the construction of concrete driveways. The scope of services for the proposed concrete driveway project should include the following specifications:

1. Site Preparation. The Contractor shall remove vegetation and debris, grading and compacting the project area, and making sure to obtain the proposed slope, especially creating the swale concept for drainage purposes.
2. Placing Forms. Lumber side forms should be placed and securely nailed to stakes in the ground. These stakes should be no more than 4 feet apart and should support each joint in the forming lumber, insuring uniform 5" slab thickness. Match the new driveway level with the existing asphalt pavement. The average driveway area is 20'X15'X5" plus two 5 feet transition radius to the asphalt pavement, however, significant difference in dimensions will be analyzed separately.
3. Reinforcing. The project area shall be reinforced with 66-10-10 electro-welded steel mesh, properly overlapped and suspended.
4. Concrete. Ready mix concrete, in accordance with American Standards for Testing and Materials specification ASTM C-94, with the following characteristics will be used
 - a) Compressive strength - 4000 psi at 28 days
 - b) Air content - in order to avoid the need for adding water, the air content must be in a range of 5% to 7% to improving the long term durability of the concrete.
 - c) Slump - The maximum designated slump for the concrete used in the project will be 4 inches.
 - d) Aggregates - In order to prevent pop-outs, the size of the coarse aggregate must be ¾ or 1 inch.
 - e) Ready mixed concrete should be delivered and discharged as quickly as possible. 1 to 1½ hours is usually a reasonable.
 - f) City will be provided with twenty-four (24) hour written notice prior to pouring of any concrete so that the City may inspect and approve the preparation of the base and all forms.
5. Joining. Control joints must be implemented to guide the location and spread of cracks. They can be hand-tooled or saw cut, and should be made to a depth of no less than 1 inch. Jointing should begin as soon as possible after the finishing operations. If jointing is to be done with a hand groover, this must be accomplished when the concrete sustains foot pressure with only a ¼ inch indentation. If sawed, begin within 24 hours.
6. Curing. Watering concrete curing should last for at least 3 days, and it should begin as soon as possible after the finishing operations.

STATEMENT OF PROPOSALS:

The Statement of Proposals must include the following elements:

- Letter of interest
- Demonstration and recognition of accomplished construction experience.
- Experience of firm as lead construction company with projects of similar size, scale and budget.
- Cost analysis and description of bid proposal, including unit costs and total costs for all work and materials.
- Identify current workload of firm and personnel assigned to project.
- Experience of the company with public sector parks.
- Experience of the proposed personnel with similar projects, emphasizing similar budgets and schedules.
- References from recent similar projects, to include: key contact, owner, and project manager.

The Statement of Proposals may not exceed 15, 8 ½ x 11 inch double-sided pages in length, including photos or graphic material.

Bid/Contract Documents, including Plans and Technical Specifications are on file at the City Clerk's Office, 124 S. Horizon Blvd., Socorro, TX 79927.

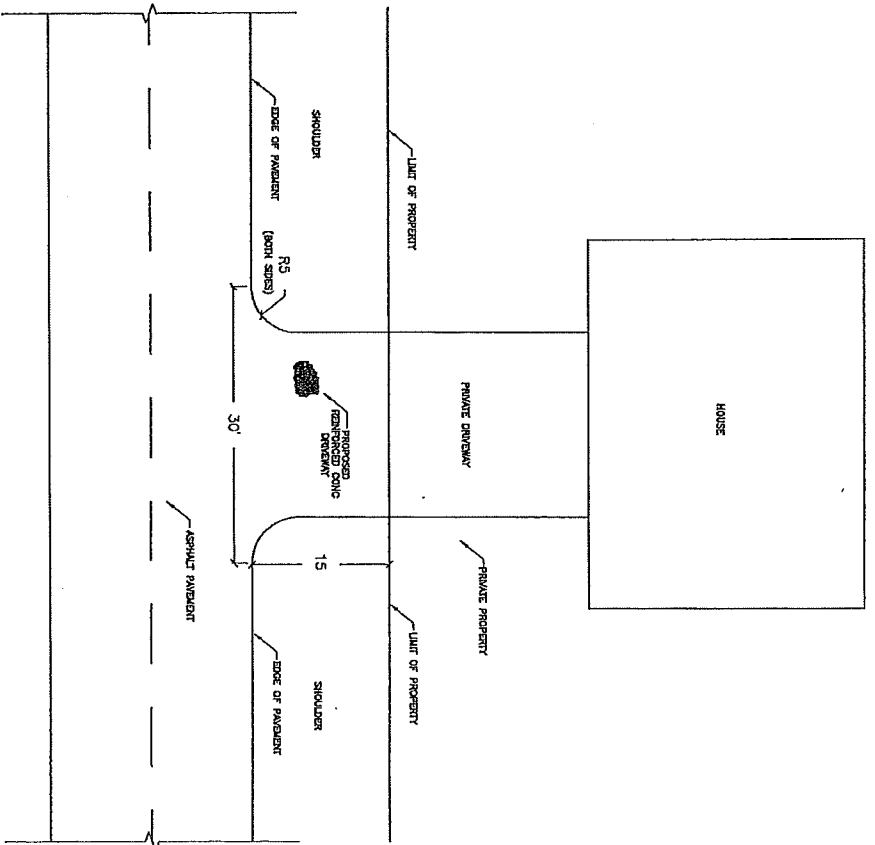
A bid bond in the amount of five percent (5%) of the largest possible total bid price, issued by an acceptable surety, shall be submitted with each bid. A certified check or bank draft, payable to the City of Socorro, Texas, or negotiable U.S. Government bonds (at par value) may be submitted in lieu of the Bid Bond. Bid bonds and bid security checks will be returned to unsuccessful bidders.

In case of ambiguity on stating the price in the bid, the City reserves the right to consider the most advantageous construction thereof or to reject any bids. Also, the City reserves the right to accept the low bid based on the total base bid tabulation, or the most advantageous possible combination of Base Bid(s) plus alternates desired by the City of Socorro, Texas.

The City of Socorro, Texas reserves the right to reject any or all bids or to waive any informality in the bidding. Bids may be held by the City of Socorro, Texas for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to contract award. All bids will constitute firm offers to perform the project for the stated price for a period of sixty (60) days from the date of bid opening.

GENERAL CONDITIONS:

Limitations – This request for proposals does not commit the City of Socorro, Texas to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this request for proposal if it is in the best interest of the City. The Consultant Selection Committee may require consultant/attorney participation in negotiations, the result of which may require revisions to the response as submitted.



PLAN VIEW

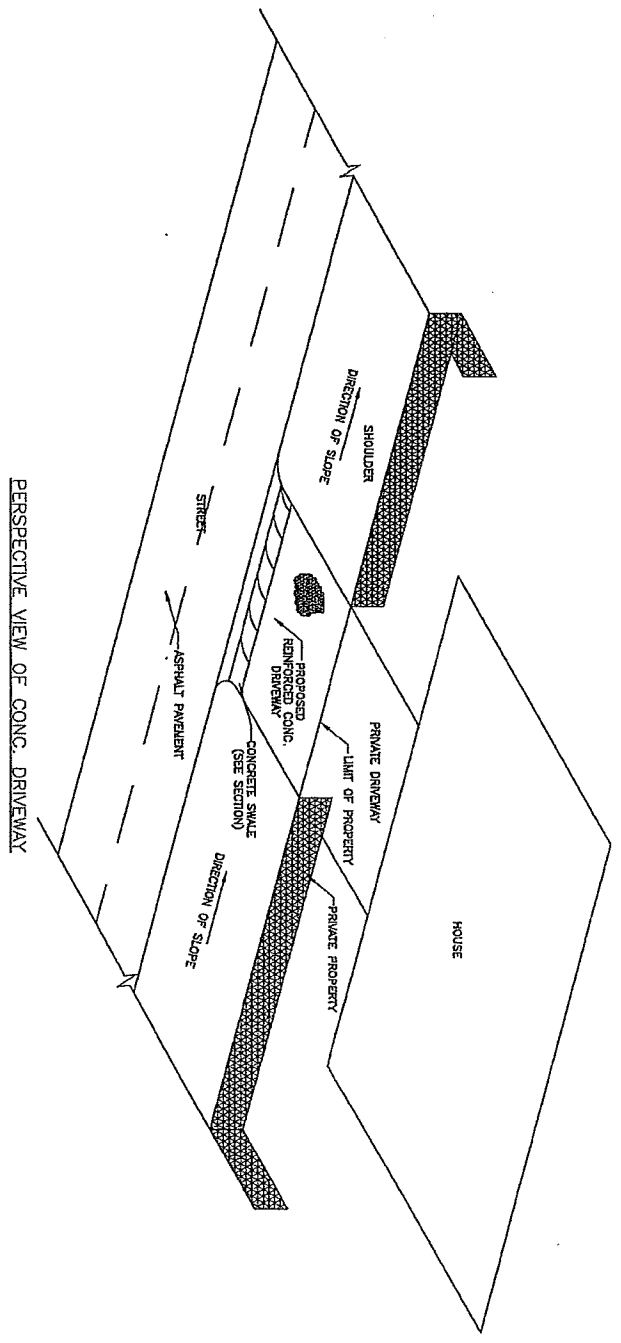
1. CONCRETE SHALL BE A MINIMUM OF 2000 P.S.I.
2. CONCRETE SHALL BE FINISHED WITH THE FINISH OF THE ADJACENT DRIVEWAY.
3. SURVEY MARKS SHALL BE SET PER SPEC
4. CONCRETE SHALL BE THICKNESS SPEC

No.	Description/Notes	Date
1		

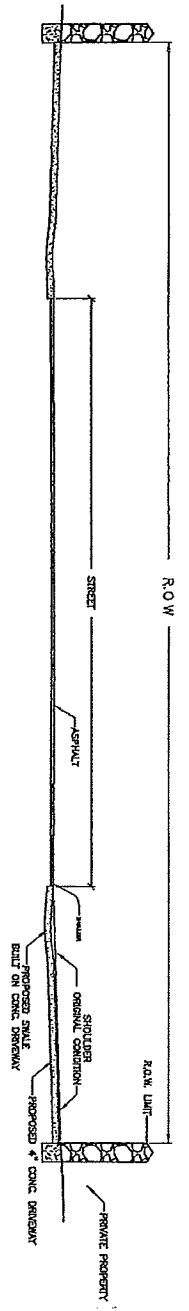
City of Socorro Planning Department
 Planning & Zoning
 Public Works
 1000 North
 10th Street
 Socorro, NM 87801

PROPOSED CONCRETE DRIVEWAY ON SHOULDER

Project Name	PROPOSED CONCRETE DRIVEWAY ON SHOULDER
Project No.	740-2010
Scale	N.T.S.
Sheet No.	2 OF 2



CROSS SECTION OF ROAD WITH CONG. DRIVEWAY



General Notes

1. CONCRETE SHALL BE A MINIMUM OF 2000 PSI
2. REINFORCEMENT SHALL BE #4 BARS AT 18" ON CENTER
3. REINFORCEMENT SHALL BE #4 BARS AT 18" ON CENTER
4. CONCRETE SHALL BE 175' PER FOOT

No.	Revised/Added	Date

Prepared and Drawn by
City of Sozono
 Planning Department
 Building Division
 Public Works
 12345 Main Street
 Sozono, CA 94068

Project Name and Address
PROPOSED CONCRETE DRIVEWAY ON SHOULDER

Sheet	1 OF 2
Scale	N.T.S.
Date	7-20-2010



DBE Certified • Texas HUB Certified
August 12, 2010

City of Socorro, Texas
124 S. Horizon Blvd.
Socorro, Texas 79927

RE: Letter of Interest to Bid
Concrete Driveways Construction Project

Attn: Gina Rodriguez, City Clerk

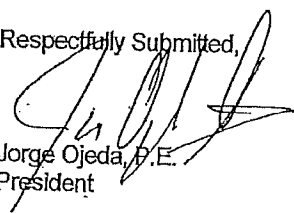
Dear Ms. Rodriguez,

Please consider this letter as acknowledgment and confirmation of Tao Industries, Inc. dba Hawk Construction's interest to offer a bid for the above referenced project.

Also that Hawk Construction has every intent to perform the work diligently while meeting the specifications and details outlined on the Request for Proposal for said project.

Please feel free to contact me at (915) 526-9116 should you have any questions or if you would like any clarification.

Respectfully Submitted,



Jorge Ojeda, P.E.
President

1589 Hartsdale Dr. • Horizon City • Texas • 79928
(915) 526-9116
ojedahawk@aol.com



DBE Certified • Texas HUB Certified

PROPOSED WORK PRICE QUOTE

The proposed price quotation for the work described on the project solicitation is:

~~\$ 5.50 per square foot~~

~~This price includes all materials labor and equipment necessary to complete the work.~~

CURRENT WORKLOAD

Hawk Construction currently working on three projects:

- **UTEP School of Nursing** - Work contemplated under this project is expected to last through the end of August, 2010.
- **Unit Operations Facilities Project, Fort Bliss, Texas** - This work is expected to last through the end of October, 2010.
- **Division Headquarters Project, Fort Bliss, Texas** - This work is expected to last through the end of December, 2010.

1589 Hartsdale Dr. • Horizon City • Texas • 79928
(915) 526-9116
ojedahawk@aol.com



DBE Certified • Texas HUB Certified

HAWK CONSTRUCTION EXPERIENCE AS LEAD CONSTRUCTION COMPANY

As can be seen from the Project Summary Attachment Hawk Construction has been involved in multiple projects as both subcontractor and lead contractor for public agencies such as the El Paso County, City of El Paso, Texas Department of Transportation, Corps of Engineers and the Texas Tech University System.

In addition to the projects listed on the attachment, Hawk Construction constructed the existing Driveways, sidewalks, wheelchair ramps and curb and gutter at under a TxDOT project by Tri-State Electric at the intersections of Socorro Road and Bowie, and at Socorro Rd. and Zebu.

Hawk Construction was also the General Contractor for the El Partidor Structures Construction Project at along the Riverside canal, behind the Aliviane Rehabilitation Center. The project consisted of the construction of concrete walls and bridges and the installation of for radial gates. The project owner is the El Paso County Water Improvement District #1.

The City of Socorro can be assured that the work will be performed to specifications and meeting all ADA/TDLR standards.

Larger Projects under previous Company:

Date: Dec. 2007 thru July, 2008	Project: BCT-1 GOV Parking Lots Project (2 Contracts)
Location: Biggs Field, Ft. Bliss, TX	Value of Contract: \$ 750,000
Architect: Corps of Engineers	Contractor: CF Jordan, LP
Phone No.:	Phone No.: (915) 877-3333
Contact Person:	Contact Person: Joseph Ureno
Date: May, 2008	Project: Paul L. Foster School of Medicine Landscape Enhancement
Location: 5001 El Paso Drive, El Paso, TX 79905	Value of Contract: \$ 110,000
Architect: Texas Tech University	Contractor: Vaughn Construction
Phone No.:	Phone No.: (915) 778-3340
Contact Person:	Contact Person: Luke Vaden
Date: October, 2008	Project: Paul L. Foster School of Medicine Phase II
Location: 5001 El Paso Drive, El Paso, TX 79905	Value of Contract: \$ 100,000.00
Architect: Texas Tech University	Contractor: Accent Landscaping
Phone No.:	Phone No.: (915) 585-1693
Contact Person:	Contact Person: Joe Aguilar
Date: June, 2008	Project: Intersections Traffic Signalization
Location: Various Intersections in El Paso, TX	Value of Contract: \$ 130,000 (2 Projects)
Architect: TxDOT	Contractor: Tri-State Electric
Phone No.:	Phone No.: (915) 755-8803
Contact Person:	Contact Person: Manny Carreon

WE'RE HERE FOR YOU



We are experienced in heavy and highway construction as well as commercial settings.

We can fill all your site civil and structural concrete needs: concrete paving, retaining walls, foundations, inlets, curb & gutter, sidewalks, driveways, ADA/TDLR compliant wheelchair ramps, colored textured (stamped) concrete and more!

When Hawk Construction is part of your project team, you can rest assured that the work will be performed expeditiously, with a focus on quality and on meeting specifications.

For More Information,

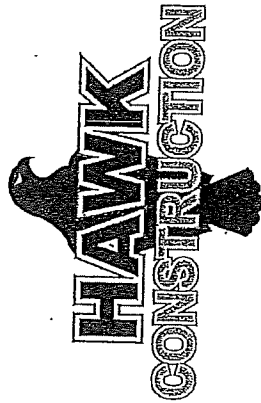
Contact us:

ojedahawk@aol.com

Ph: (915) 526-9116

OUR CORE VALUES:

H ONESTY
A C COUNTABILITY
W ORK ETHIC
K NOWLEDGE



DBE Certified • Texas HUB Certified

1589 Hartsdale Dr.
Horizon City, TX 79928-6940

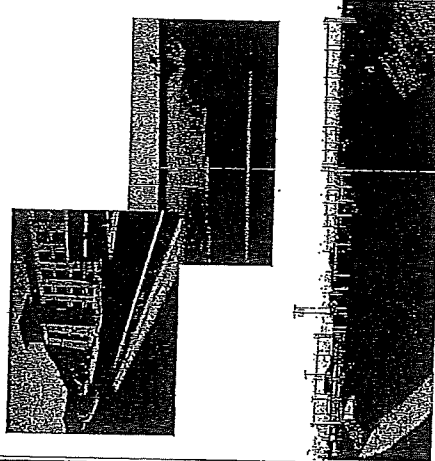
Phone: 915-526-9116
Fax: 915-852-8256
E-mail: ojedahawk@aol.com



DBE Certified • Texas HUB Certified

HAWK CONSTRUCTION

COMPANY
INFORMATION



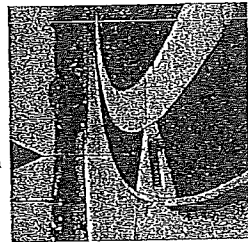
Quality Uncompromised.

Tel. (915) 526-9116
Fax. (915) 852-8256
E-mail: ojedahawk@aol.com

HAWK CONSTRUCTION

Hawk Construction is a minority owned, small concrete construction business established in Horizon City, Texas.

We specialize in helping Owners and General Contractors



perform government and institutional contracts with site civil and structural concrete items such as concrete paving, slabs, retaining walls, foundations, inlets, manholes, curb and gutter, sidewalks, driveways, ADA/TDLR compliant wheelchair ramps, stamped color concrete and landscaping concrete items.

OUR MISSION

Our mission is to provide reliable delivery of high quality, long lasting, aesthetically pleasant concrete products that are built to specifications.

We strive to accomplish our mission by working diligently together with owners and other contractors to achieve timely project completion while providing professional and excellent customer service.

WHO WE ARE

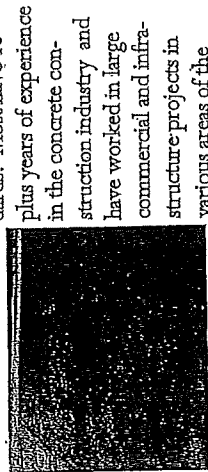
Hawk Construction is a Texas Corporation made up of highly qualified and experienced staff:

- Jorge Ojeda, P.E. — President

Jorge received his civil engineering degree from the University of Texas at Austin and worked for the Texas Department of Transportation (TxDOT) for 11 years as construction inspector, roadway designer, hydraulics engineer and as construction project manager/engineer. Most notably, Jorge was the construction project manager/engineer for the 71 Million dollar extension of Joe Battle Blvd (LP 375) from Pellicano Dr. to Montana Ave. in East El Paso, Texas. Under Jorge's leadership, Hawk Construction, has successfully completed projects for such reputable contractors as C. F. Jordan, Vaughn Construction, Tri-State Electric, J.D. Abrams, Tug Hill Construction, and Accent Landscaping.

- Employees

Every employee in our team is screened, appreciated and held to high performance and safety standards. Most have 10-



plus years of experience in the concrete construction industry and have worked in large commercial and infrastructure projects in various areas of the United States.

Color-Stamped Concrete

THE BIG PICTURE

At Hawk Construction we take pride on what we do and have the necessary experience and resources to produce the expected results in the allotted time.

We are very aware of project delivery schedules and the importance of working together with other contractors involved.

We are never afraid to learn something new and we are focused on providing the most value possible to each project of which we are a part of.

2009 Spirit Of Texas Award - Honoree

DBE Certified

Texas HUB Certified

CCR Registered

Greater El Paso Chamber Of Commerce Member
El Paso Hispanic Chamber Of Commerce Member

HAWK CONSTRUCTION

1589 Hartsdale Dr.
Horizon City, TX 79928-6940

Phone: 915-526-9116

Fax: 915-852-8256

E-mail: ojedahawk@aol.com

INTRODUCTION:

The City of Socorro, Texas desires to select a qualified Construction Company capable of performing all the activities normally associated with the construction of concrete driveways. The scope of services for the proposed concrete driveway project should include the following specifications:

1. Site Preparation. The Contractor shall remove vegetation and debris, grading and compacting the project area, and making sure to obtain the proposed slope, especially creating the swale concept for drainage purposes.
2. Placing Forms. Lumber side forms should be placed and securely nailed to stakes in the ground. These stakes should be no more than 4 feet apart and should support each joint in the forming lumber, insuring uniform slab thickness. Match the new driveway level with the existing asphalt pavement. The average driveway area is 20' X 15' X 5', plus two 5 foot transition radius to the asphalt pavement, however, significant difference in dimensions will be analyzed separately.
3. Reinforcing. The project area shall be reinforced with 66-10-10 electro-welded steel mesh, properly overlapped and suspended.
4. Concrete. Ready mix concrete, in accordance with American Standards for Testing and Materials specification ASTM C-94, with the following characteristics will be used
 - a) Compressive strength 4000 psi at 28 days
 - b) Air content - in order to avoid the need for adding water, the air content must be in a range of 5% to 7% to improving the long term durability of the concrete.
 - c) Slump - The maximum designated slump for the concrete used in the project will be 4 inches.
 - d) Aggregates - In order to prevent pop-outs, the size of the coarse aggregate must be ¾ or 1 inch.
 - e) Ready mixed concrete should be delivered and discharged as quickly as possible. 1 to 1½ hours is usually a reasonable.
 - f) City will be provided with twenty-four (24) hour written notice prior to pouring of any concrete so that the City may inspect and approve the preparation of the base and all forms.
5. Joining. Control joints must be implemented to guide the location and spread of cracks. They can be hand-tooled or saw cut, and should be made to a depth of no less than 1 inch. Jointing should begin as soon as possible after the finishing operations. If jointing is to be done with a hand groover, this must be accomplished when the concrete sustains foot pressure with only a ¼ inch indentation. If sawed, begin within 24 hours.
6. Curing. Watering concrete curing should last for at least 3 days, and it should begin as soon as possible after the finishing operations.

STATEMENT OF PROPOSALS:

The Statement of Proposals must include the following elements:

- Letter of interest
- Demonstration and recognition of accomplished construction experience.
- Experience of firm as lead construction company with projects of similar size, scale and budget.
- Cost analysis and description of bid proposal, including unit costs and total costs for all work and materials.
- Identify current workload of firm and personnel assigned to project.
- Experience of the company with public sector parks.
- Experience of the proposed personnel with similar projects, emphasizing similar budgets and schedules.
- References from recent similar projects, to include: key contact, owner, and project manager.

The Statement of Proposals may not exceed 15, 8 ½ x 11 inch double-sided pages in length, including photos or graphic material.

Bid/Contract Documents, including Plans and Technical Specifications are on file at the City Clerk's Office, 124 S. Horizon Blvd., Socorro, TX 79927.

A bid bond in the amount of five percent (5%) of the largest possible total bid price, issued by an acceptable surety, shall be submitted with each bid. A certified check or bank draft, payable to the City of Socorro, Texas, or negotiable U.S. Government bonds (at par value) may be submitted in lieu of the Bid Bond. Bid bonds and bid security checks will be returned to unsuccessful bidders.

In case of ambiguity, on stating the price in the bid, the City reserves the right to consider the most advantageous construction thereof or to reject any bids. Also, the City reserves the right to accept the low bid based on the total base bid tabulation, or the most advantageous possible combination of Base Bid(s) plus alternates desired by the City of Socorro, Texas.

The City of Socorro, Texas reserves the right to reject any or all bids or to waive any informality in the bidding. Bids may be held by the City of Socorro, Texas for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to contract award. All bids will constitute firm offers to perform the project for the stated price for a period of sixty (60) days from the date of bid opening.



DBE Certified • Texas HUB Certified

HAWK CONSTRUCTION EXPERIENCE AS LEAD CONSTRUCTION COMPANY

As can be seen from the Project Summary Attachment Hawk Construction has been involved in multiple projects as both subcontractor and lead contractor for public agencies such as the El Paso County, City of El Paso, Texas Department of Transportation, Corps of Engineers and the Texas Tech University System.

In addition to the projects listed on the attachment, Hawk Construction constructed the existing Driveways, sidewalks, wheelchair ramps and curb and gutter at under a TxDOT project by Tri-State Electric at the intersections of Socorro Road and Bowie, and at Socorro Rd. and Zebu.

Hawk Construction was also the General Contractor for the El Partidor Structures Construction Project at along the Riverside canal, behind the Aliviane Rehabilitation Center. The project consisted of the construction of concrete walls and bridges and the installation of for radial gates. The project owner is the El Paso County Water Improvement District #1.

The City of Socorro can be assured that the work will be performed to specifications and meeting all ADA/TDLR standards.

1589 Hartsdale Dr. • Horizon City • Texas • 79928
(915) 526-9116
ojedahawk@aol.com

Driveway Approach and Turnout Construction Contract

Terms

Date: 28 October 2010

Owner: City of Socorro, Texas

Owner's Mailing Address: 124 S. Horizon Blvd , Socorro, Texas 79927

Contractor: Tao Industries, Inc., d/b/a Hawk Construction

Contractor's Mailing Address: 1589 Hartsdale Drive,
Horizon City, Texas 79928

Property:

Address: City Right-of-Way at Driveway Connections listed on
Exhibit "A" (the "Property")

Project Description:

Contractor will provide all labor and materials to construct driveway approaches listed on Exhibit "A" in accord with bid specifications, contractor's bid, and City instructions and directions.

Construction Terms

Allowance Items:

Contractor will be paid \$5.50 per square foot, based on surface measurement of finished driveways approved by City inspectors, subject to a ten percent (10%) retainage, and based on submission of pay requests and lien waivers for each pay request.

Contract Sum:

Unit price: Five Dollars and Fifty Cents (\$5.50) per square foot based on surface measurement of finished driveways approved by City inspectors.

Driveways will be installed on street rights-of-way in accord with bid specifications, and the terms of this contract.

Definitions

Plans means the drawings and specifications in the owners bid documents for this project.

The **Work** means the physical activities, materials, labor, and equipment relating to the construction of the Improvements on the Property.

Commencement Date means the date on which the owner issues the notice to proceed

Completion Date means the date of final Completion and notice to Owner, but not later than March 31, 2011, unless extended by the terms of the Contract Documents, force majeure delays, or other delays not within Contractor's control.

Contract Documents means this construction contract, the Plans, specifications, bid documents and drawings, and any other documents governing the Work (collectively, the **Contract**)

Payment Deadline means 2:00 p.m. on the tenth business day after Contractor's request for payment is received by Owner's representative and approved by the City.

Scope of Work means the Work covered by the Contract Documents.

Final Completion or **Finally Complete** means a final inspection and approval by City inspectors has been issued in which the parties stipulate the Improvements have been completed in accordance with the Plans and are fit for use.

Precommencement Matters

A. Contractor agrees to:

1. Provide certificates of insurance.
2. General liability, automobile, and workers compensation.
3. Payment and performance bonus if required by owner, the cost of which will be paid by owner

B. Owner agrees to:

- 1 Provide contractor with the location of City Rights-of-way for driveway approaches

C. The following are stipulated:

1. *Change Orders.* No change orders or additional fees or expenses will be paid unless approved in writing by owner.
2. *Consult Your Attorney.* This is intended to be a legally binding contract. **READ IT CAREFULLY.** If you do not understand the effect of any part of the Contract Documents, consult your attorney **BEFORE** signing.
3. Since this is a City project completed on City Street Right-of-way, no building permit will be required for this project.

Following Completion of Precommencement Matters

A. Contractor agrees to:

1. Make all arrangements for labor, materials and commence work installing driveways within two days of Notice to proceed
2. Diligently prosecute the Work to completion and finally complete the Work according to the Plans by the Completion Date.
3. Pay all valid bills and charges of subcontractors or for material or labor relating to the Improvements. Subcontractors and material suppliers shall be paid within twenty-four (24) hours of payment to Contractor by Owner
4. Keep the Property free from claims of liens for labor or material arising directly through Contractor, except that Contractor may reasonably dispute any claim.

B. Contractor agrees not to delay the work. Contractor will complete at least ten (10) driveways per week during each week of the contract term. Allowing two weeks after Notice to proceed for start up.

C. Owner agrees to:

1. Pay to Contractor the Contract Sum, no later than the Payment Deadline, less retainage
2. Deliver to Contractor, within five business days of Contractor's pay request, written notice of Work not accepted, with specific reasons and reasonable requirements stated for causing the Work to be accepted

D. Owner agrees not to:

1. Communicate directly with contractor's about the Work

2. Delay or interfere with the progress of the Work, except as necessary to complete inspections of the work.

3. Arrange for testing lab to test materials at owner's expense.

E. Contractor and Owner agree that:

1. Contractor occupies the status of an independent contractor, as that term is defined in the construction industry and under Texas law.

2. Unless otherwise specifically provided, reference to any equipment, material, article, or patented process by trade name, make, or catalog number is regarded as establishing a standard of quality and is not construed as limiting competition. Contractor may, at Contractor's option, use any equipment, material, article, or patented process that is substantially equal to that named.

3. Contractor has the right to subcontract any part or all of the Work. However, Contractor must disclose the names of all subcontractors to owner, and owner may reject or disapprove of subcontractors in which event contractor may not use the rejected subcontractor for any work on project.

4. Contractor will be responsible to provide basic traffic control in the area of construction. At the request of Contractor, owner may provide traffic control assistance on major streets and/or in times of heavy traffic.

5. Contractor will manage construction to minimize inconvenience of residents on property where driveways are constructed.

6. Owner will provide contractor with instructions as to the priority of construction areas prior to issuing the Notice to Proceed.

7. Owner shall locate and mark the location of City Right-of-way at request of Contractor periodically in areas of construction in advance so as not to delay Contractor.

8. Work shall be inspected and approved by Owners Code Enforcement Officers at the following stages:

a. Upon completion of the site work and prior to setting of forms

b. Upon setting of forms and installation of steel reinforcement and prior to pouring concrete.

c. Upon completion of the concrete pour. Concrete samples shall be taken in presence of Code Enforcement Officer, and delivered to Code Enforcement

Officer, who shall be responsible for delivery of the sample to the testing labs.

9. Concrete that does not comply with Owner's bid specifications shall be removed and replaced at Contractor's expense.
10. Contractor and all subcontractors shall maintain worker compensation insurance covering all employees at all times during work on the project.
11. Owner's representative for the project is Richard Gutierrez, Director of Public Works, who shall have authority to approve work priorities and instruct contractor regarding scheduling and sample testing. The Director of Public Works is authorized to waive or modify requirements for inspections and approvals of work schedules so that project will not be delayed by unavailability of City Code Enforcement Officer.
12. Any change orders of any changes in the contract amount, unit costs, or Exhibit A must be approved in writing by the Socorro City Manager
13. In the event of any dispute between Contractor and Third Party subcontractors or suppliers, Owner may elect to issue a joint payment to the order of all parties.

Following Final completion

A. Contractor agrees to:

1. Remove debris and surplus materials occasioned by the Work.
2. Notify owner at each stage of the work for inspection and approval.
3. Notify Owner on Final Completion of the Work and file an affidavit of completion in the real property records of the county in which the Property is located
4. Deliver possession of the Improvements to Owner on the day following the later of Final completion or final payment to Contractor of the Contract Sum.
5. Release the Work and Property from all claims, including claims of subcontractors and materialmen, on receipt of final payment.

B. Owner agrees to:

1. Pay to Contractor the final payment of the Contract Sum, including all amounts due under the Contract Documents upon submission of final payment request with such lien waivers as owner may require

- 2 Sign and file for record within ten (10) days after Final completion a notice of final completion and acceptance

Default and Termination

- 1 Owner may terminate this contract if the Contractor breaches any of the terms of this contract. Owner may terminate this contract at any time upon giving contractor ten (10) days written notice of termination. In the event of termination by owner, the owner shall pay Contractor for all completed and approved work through the date of termination.
- 2 Owner may terminate this contract upon five (5) days notice for failure of Contractor to maintain the completion schedule for driveways required herein.
- 3 Owner may withhold from payments any retainage required by this contract

Miscellaneous Provisions

- 1 *Agreement of Parties.* The Contract Documents, together with any attachments, and bid documents, constitute the entire agreement of the parties, and there are no oral agreements.
2. *Amendment of Contract.* This Contract may be amended only by an instrument in writing signed by the parties.
- 3 *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court and other costs, and related expenses
- 4 *Binding Effect* This Contract binds, benefits, and may be enforced by the parties and their respective representatives, successors in interest, and, if permitted, their assigns.
5. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.
- 6 *Venue.* Venue is in El Paso County, Texas.
7. *Notices.* Any notice required or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile

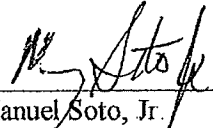
transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

8. *Time.* Time is of the essence. Unless otherwise specified, all references to days mean calendar days. Business days exclude all Saturdays, Sundays, and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national holiday, that obligation is performable on the next business day


9. *Alternative Dispute Resolution.* The parties agree to mediate in good faith before filing a suit for damages.

10. When the context requires, singular nouns and pronouns include the plural

City of Socorro, Texas

By: 
Manuel Soto, Jr.
City Manager

ATTEST:


Assistant City Clerk

Tao Industries, Inc
d/b/a Hawk Construction

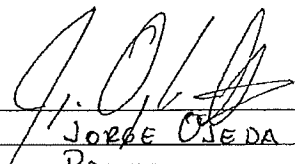
By:  11-2-10
Name: JORGE OJEDA
Title: PRESIDENT

Exhibit A

420	PASSMORE RD	Driveway facing Datsun
11600	DATSUN DR	
11559	ELLEN DR	
11771	PRETTY ACRES	
11831	PRETTY ACRES	
210	BAUMAN RD	
240	BAUMAN RD	
250	BAUMAN RD	
101	PASSMORE RD	
168	PASSMORE RD	
226	PASSMORE RD	
229	PASSMORE RD	
334	PASSMORE RD	
346	PASSMORE RD	
406	PASSMORE RD	
468	PASSMORE RD	
548	PASSMORE RD	
323	VINEYARD RD	
358	VINEYARD RD	
382	VINEYARD RD	
386	VINEYARD RD	
394	VINEYARD RD	
413	VINEYARD RD	
11420	CABEZA DE VACA RD	
11430	CABEZA DE VACA RD	
11430	SAMALAYUCCA RD	
11431	SAMALAYUCCA RD	
116	MIDNIGHT SUN DR	
130	MIDNIGHT SUN DR	
133	MIDNIGHT SUN DR	
224	MIDNIGHT SUN DR	
11521	DINDINGER RD	
11550	DINDINGER RD	
11635	DINDINGER RD	
612	DINDINGER RD	
633	DINDINGER RD	
712	DINDINGER RD	
714	DINDINGER RD	
730	DINDINGER RD	
736	DINDINGER RD	
11420	HANEY RD	
11203	HANEY RD	

11205	HANEY RD	
11217	HANEY RD	
11408	HANEY RD	
11412	HANEY RD	
11416	HANEY RD	
11428	HANEY RD	
11442	HANEY RD	
11443	HANEY RD	
11448	HANEY RD	
11100	NUEVA MISSION RD	
11221	NUEVA MISSION RD	
200	ISABEL WAY	Driveway faces DeLucio Dr.
210	ISABEL WAY	
211	ISABEL WAY	
241	ISABEL WAY	
251	ISABEL WAY	
11036	MIDDLE DRAIN RD	
11044	MIDDLE DRAIN RD	
11436	WALCOTT RD	
11496	CHISOLM TRAIL DR	
11548	CHISOLM TRAIL DR	
11549	CHISOLM TRAIL DR	
11631	CHISOLM TRAIL DR	
11632	CHISOLM TRAIL DR	Driveway faces Welletka Dr.
11450	PETERS RD	
11474	PETERS RD	
11636	PETERS RD	
11640	PETERS RD	
11509	ELLEN DR	
11521	ELLEN DR	
11533	ELLEN DR	
11542	ELLEN DR	
11550	ELLEN DR	
11562	ELLEN DR	
11407	ERNEST RD	
11430	ERNEST RD	
11412	PHILLIP DR	
11470	PHILLIP DR	
11478	PHILLIP DR	
11479	PHILLIP DR	
11485	PHILLIP DR	
11429	JENNY RD	
11514	JENNY RD	
463	JACK WAY	
462	SUZI WAY	

470	SUZI WAY	
366	TELOP RD	
386	TELOP RD	
558	TELOP RD	
566	TELOP RD	
11408	DATSUN DR	
11416	DATSUN DR	
11432	DATSUN DR	
11433	DATSUN DR	
11440	DATSUN DR	
11516	DATSUN DR	
11608	DATSUN DR	
11637	DATSUN DR	
11640	DATSUN DR	
11643	DATSUN DR	
11644	DATSUN DR	
11656	DATSUN DR	
11684	DATSUN DR	
11685	DATSUN DR	
11688	DATSUN DR	
11697	DATSUN DR	
11467	FAVILA RD	
11509	FAVILA RD	
11525	FAVILA RD	
11541	FAVILA RD	
11609	FAVILA RD	
397	PANAHI RD	
358	PANAHI RD	
413	PANAHI RD	
351	MOSHER WAY	
407	MOSHER WAY	
413	MOSHER WAY	
399	CARLIN RD	
405	CARLIN RD	
412	CARLIN RD	
350	SEARS WAY	
351	SEARS WAY	
377	SEARS WAY	
387	SEARS WAY	
413	YAMAHA DR	
11656	YAMAHA DR	
367	HODAKA WAY	
377	HODAKA WAY	
397	HODAKA WAY	
365	TOYOTA RD	

387	TOYOTA RD	
397	TOYOTA RD	
406	TOYOTA RD	
150	SYLVIA DR	
170	SYLVIA DR	
211	PAUL JASON DR	
221	PAUL JASON DR	
478	DINI ROZI	
547	DINI ROZI	
569	DINI ROZI	
11501	VILLA DEL MAR DR	
11512	VILLA DEL MAR DR	
11524	VILLA DEL MAR DR	
11540	VILLA DEL MAR DR	
11544	VILLA DEL MAR DR	
11553	VILLA DEL MAR DR	Driveway faces Artesano Rd.
11608	VILLA DEL MAR DR	
11612	VILLA DEL MAR DR	
655	LOZANO LN	
649	MADRIGAL RD	
653	MADRIGAL RD	
656	MADRIGAL RD	
665	MADRIGAL RD	
672	MADRIGAL RD	
648	ARTESANO RD	
656	ARTESANO RD	
660	ARTESANO RD	
673	ARTESANO RD	
684	ARTESANO RD	
11501	LA POBLANA RD	
11594	LA POBLANA RD	
11511	LA FOGATA RD	
11525	LA FOGATA RD	
11548	LA FOGATA RD	
11604	LA FOGATA RD	
722	CAMPECHE RD	
707	ABEJANO PL	
731	ABEJANO PL	
11400	VALLE OLIVIA RD	
11421	VALLE OLIVIA RD	
11430	VALLE OLIVIA RD	
11540	VALLE BONITO RD	
11550	VALLE BONITO RD	
11560	VALLE BONITO RD	
11650	VALLE BONITO RD	

11551	VALLE DORADO RD	
11581	VALLE DORADO RD	
11591	VALLE DORADO RD	
11551	RIVERSIDE RD	
11561	RIVERSIDE RD	
11540	VALLE PALOMAR RD	
11550	VALLE PALOMAR RD	
11561	VALLE FRONDOSO RD	
11571	VALLE FRONDOSO RD	
11620	VALLE FRONDOSO RD	
11630	VALLE FRONDOSO RD	
11420	VALLE GRANDE RD	
860	VALLE ROMERO DR	
11511	VALLE BAJO RD	
11530	VALLE BAJO RD	
250	ORMSBY CT	
140	RODEN RD	
11299	SAN YSIDRO RD	
148	SUN PARK RD	
168	SUN PARK RD	
178	SUN PARK RD	
198	SUN PARK RD	
11019	SUN RAY DR	
484	FIGUEROA	
516	FIGUEROA	
241	FLOR AMARILLA	
11661	FLOR DEL RIO ST	
11681	FLOR DEL RIO ST	
11700	FLOR DEL RIO ST	
11730	FLOR DEL RIO ST	
11640	FIOR DEL SOL ST	
555	FRAY OLGUIN CT	
680	FRAY VARGAS DR	
690	FRAY VARGAS DR	
735	FRAY VARGAS DR	
550	JOYA DEL VALLE DR	
477	KLEPPIN ST	
715	LAGRIMAS DR	
721	LAGRIMAS DR	
735	PIRO CT	
745	PIRO CT	
200	TANTON RD	
248	WELLETTKA DR	

Guillermo Gandara, Sr.
Mayor

Guillermo Madrid Jr.
At Large

Vacant
District 1



Gloria Macias Rodriguez
District 2

Mary B. Garcia
District 3

Jesus Gandara, Jr.
District 4/Mayor ProTem

Manny Soto
Acting City Manager

April 27, 2011

Jorge Ojeda
President
Hawk Construction
1589 Hartsdale Dr.
Horizon City, Texas 79928

Mr. Ojeda,

This letter shall serve to authorize your company to proceed on the streets, as per attached list, to construct approximately 600 concrete driveways under the same terms and conditions as per your original contract.

Sincerely,


Manny Soto, Jr.
Acting City Manager

Enclosure: Designated Streets for Driveways

8. **APPROVE RATIFICATION OF ADDITIONAL 112 DRIVEWAYS FOR DISTRICT 4 PILOT PROGRAM AND APPROVE ALLOCATION OF ADDITIONAL 600 DRIVEWAYS UNDER DIRECTION OF COUNCILMAN GUILLERMO MADRID TO IMPLEMENT THE NEXT PHASE OF PILOT PROGRAM IN ALL DISTRICTS OF SOCORRO. JESUS GANDARA, JR.**

A motion was made by Gloria M. Rodriguez seconded by Mary B. Garcia to *approve the Consent Agenda*. Motion carried with Mary B. Garcia and Gloria M. Rodriguez voting aye and Guillermo Madrid, Jr. absent. Motion passed.

5. **PUBLIC COMMENT**

Suky Ramos, spoke during Public Comment

Mayor Guillermo Gandara, Sr. arrived to the meeting at 6:03

Manny Soto, Armida Sotero and Adelaida Valenzuela, Juan Castaneda was signed up to speak but was not present.

REGULAR AGENDA:

9. **DISCUSSION AND ACTION ON TEXAS MUNICIPAL COURTS EDUCATION CENTER TRAINING. JESUS GANDARA, JR.**

A motion was made by Jesus Gandara, Jr. seconded by Mary B. Garcia to delete *item number nine (9)*. Motion carried with Mary B. Garcia, Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye and Guillermo Madrid, Jr. absent. Motion passed.

10. **DISCUSSION AND ACTION ON COUGAR PARK. MARY B. GARCIA**

A motion was made by Mary B. Garcia seconded by Jesus Gandara, Jr. to *approve April 23, for the 1st Annual Easter Celebration for the City of Socorro at Cougar Park designating Hotel/Motel funds to be used for the event and including the use of the park by organizations from April 15 to the 25th for decoration and clean up of the park*. Motion carried with Mary B. Garcia, Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye and Guillermo Madrid, Jr. absent. Motion passed.

11. **SWEARING IN OF NEWLY APPOINTED COMMISSIONERS.**

MARY B. GARCIA

During this time Mayor Gandara swore in David Garcia to the Historical Landmark Commission.

A motion was made by Gloria M. Rodriguez seconded by Jesus Gandara, Jr. to *move the Presentation to be next on the agenda*. Motion carried with Mary B. Garcia, Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye and Guillermo Madrid, Jr. absent. Motion passed.

How do I get a driveway?




[[http://1.bp.blogspot.com/-](http://1.bp.blogspot.com/-LkfLnbIVfUg/T5WYQeIRXVI/AAAAAAAAAqE/St45U7HggEY/s1600/DSC00630.JPG)

[LkfLnbIVfUg/T5WYQeIRXVI/AAAAAAAAAqE/St45U7HggEY/s1600/DSC00630.JPG](http://1.bp.blogspot.com/-LkfLnbIVfUg/T5WYQeIRXVI/AAAAAAAAAqE/St45U7HggEY/s1600/DSC00630.JPG)]

History: The City of Socorro Driveway Program began November 2010 by myself, Councilman Jesse Gandara Jr., in District 4 as a pilot program. I had notified council that the biggest complaint I received was that ruts and potholes were created when it rained; it became a big problem as people entered and exited their homes. I had previously brought this issue up to previous City Councils, but all rejected the idea. Finally, a new council was elected in 2010 and supported a *long term* vision for the driveway program. This was important because to do every home in Socorro within a year is just not financially plausible. However, by doing approximately 10-15 homes a week, the City will be able to accomplish putting a driveway at every home over time. This project is paid for by your tax dollars.

So the next big question is: what do I need to do to get a driveway? The answer is nothing at all! **You are already on the list.** The company is working alphabetically from street names A through Z. However, they accomplish approximately **10 homes only on a street** and then move on to the next alphabetical lettered street in Socorro. If they missed your home the first time, we apologize, **but they will return.** There was talk of doing whole streets at a time, but if you lived on Zebu St. in Socorro, you would be waiting a long time. We ask for your patience as this method is attempting to spread the program everywhere. Again, this is a long term project, but rest assured the Driveway Program will be back on your street and you will get a driveway.

Posted 23rd April 2012 by **For Your Consideration**

 Add a comment

How do I get a driveway?



[<http://4.bp.blogspot.com/->

[YouJQiNJQiw/T8yIjLxiz/AAAAAAAAAwW/Wzq-03GuqB0/s1600/DSC00633.JPG](http://4.bp.blogspot.com/-YouJQiNJQiw/T8yIjLxiz/AAAAAAAAAwW/Wzq-03GuqB0/s1600/DSC00633.JPG)]

History: The City of Socorro Driveway Program began November 2010 by myself, Councilman Jesse Gandara Jr., in District 4 as a pilot program. I had notified council that the biggest complaint I received was that ruts and potholes were created when it rained; it became a big problem as people entered and exited their homes. I had previously brought this issue up to previous City Councils, but all rejected the idea. Finally, a new council was elected in 2010 and supported a *long term* vision for the driveway program. This was important because to do every home in Socorro within a year is just not financially plausible. However, by doing approximately 10-15 homes a week, the City will be able to accomplish putting a driveway at every home over time. This project is paid for by your tax dollars.

So the next big question is: what do I need to do to get a driveway? The answer is nothing at all! **You are already on the list.** The company is working alphabetically from street names A through Z. However, they accomplish approximately **10 homes only on a street** and then move on to the next alphabetical lettered street in Socorro. If they missed your home the first time, we apologize, **but they will return.** There was talk of doing whole streets at a time, but if you lived on Zebu St. in Socorro, you would be waiting a long time. We ask for your patience as this method is attempting to spread the program everywhere. Again, this is a long term project, but rest assured the Driveway Program will be back on your street and you will get a driveway.

Update: The Driveway crew are currently on the letter 'A' streets in the City of Socorro and should be done by Friday, May 25, 2012. They will start the letter 'B' streets on Monday, May 28, 2012.

Posted 4th June 2012 by [For Your Consideration](#)

Labels: [Driveways/Roads/Lights](#)

0 Add a comment

How Do I Get A Driveway?



[http://2.bp.blogspot.com/-n_FsG6BPix8/USuDDD1xBUI/AAAAAAAAABS8/FOWvpuPm5uU/s1600/concrete7-1.jpg]

History: The City of Socorro Driveway Program began November 2010 by myself, Councilman Jesse Gandara Jr., in District 4 as a pilot program. I had notified council that the biggest complaint I received was that ruts and potholes were created when it rained; it became a big problem as people entered and exited their homes. I had previously brought this issue up to previous City Councils, but all rejected the idea. Finally, a new council was elected in 2010 and supported a *long term* vision for the driveway program. This was important because to do every home in Socorro within a year is just not financially plausible. However, by doing approximately 10-15 homes a week, the City will be able to accomplish putting a driveway at every home over time. This project is paid for by your tax dollars.

So the next big question is: what do I need to do to get a driveway? The answer is nothing at all! **You are already on the list.** The company is working alphabetically from street names A through Z. However, they accomplish approximately **10 homes only on a street** and then move on to the next alphabetical lettered street in Socorro. If they missed your home the first time, we apologize, **but they will return.** There was talk of doing whole streets at a time, but if you lived on Zebu St. in Socorro, you would be waiting a long time. We ask for your patience as this method is attempting to spread the program everywhere. Again, this is a long term project, but rest assured the Driveway Program will be back on your street and you will get a driveway.

Update: The Driveway crew are currently on the letter 'C' streets in the City of Socorro.

Frequently Asked Questions:

What if the property has 2 driveways, will they put cement on both?

No, if your property has 2 entrances on the same street, the city will only put a driveway on one of them. The company will designate the entrance they feel is most appropriate unless directed otherwise by yourself, the property owner. Some people have chosen to contract independently with the company to have the second entrance put in, however this cost is paid for by the property owner. The City may address second driveways in the future after completion of this project.

Posted 19th April 2013 by **For Your Consideration**

Labels: **Driveways/Roads/Lights**



2

DBE Certified • Texas HUB Certified

June 29, 2011

Mr. Manuel Soto, Jr.
Interim City Manager
City of Socorro
124 South Horizon Blvd.
Socorro, Texas 79927

Re: Socorro Concrete Driveway Construction Project

Dear Mr. Soto:

In September 2010, TAO Industries, Inc., d/b/a Hawk Construction was awarded a driveway approach and turnout construction contract to build concrete driveway and turnout approaches on public street rights-of-way within the City of Socorro. The contract required the construction of the driveway approaches entirely on public street rights-of-way. Through the City's inspection and approval process during the early stages of this work, it was revealed that we constructed portions of driveway approaches on the driveways listed below in a way that exceeded the boundaries of the City's street rights-of-way and conflicts with conditions of the contract. This resulted in construction of improvements on private property. After this was discovered, procedures were put in place to assure that this would not happen in the future.

The construction of improvements on private property was inadvertent and, although such improvements were completed in the presence of the city's inspector, the work certainly was not at the request of any city employee or official. We understand that the city may not pay for improvements constructed on private property outside the boundaries of the city's street right-of-way. Therefore, we agree to reimburse the City of Socorro for the total cost for construction of driveway approaches and turnouts that were constructed on private property. Based upon our investigation, the following is a list of properties where improvements extended beyond the city's right-of-way, which is the total expended for improvements on private properties. Beside each property is the calculated square footage of improvements encroaching onto private property.

<u>Address</u>	<u>Calculated Cubic Yards on Private Property</u>
A. 168 Passmore Rd	7.42' x 18' = 133.6 sf
B. 226 Passmore Rd	14' x 15' = 210 sf
C. 376 Vineyard Rd	5.33' x 14.5' = 77.3 sf
D. 386 Vineyard Rd	7' x 16.42' = 114.9 sf
E. 394 Vineyard Rd	8' x 13' = 104 sf
	Total Square Feet: 639.8 sf



DBE Certified • Texas HUB Certified

Based upon our investigation it appears that there were a total of 639.8 square feet (sf) of driveway turnout improvements constructed on private property. The total amount which the City paid to our company for driveway turnout construction on private property was \$ 3,518.90 (639.8 sf x \$5.50 per sf).

We understand that the City of Socorro is not permitted to expend public funds to construct improvements on private property. Therefore, enclosed with this letter is a check for \$3,518.90, representing the reimbursement for the total amount billed by our company to the City of Socorro for construction of driveway turnouts on private property.

These situations occurred early on in the construction project. As soon as the errors were discovered, we cooperated with the City's public works department to put safeguards in place to prevent the reoccurrence of this situation.

We appreciate the opportunity to assist the City of Socorro with this project and look forward to the continued success of this project.

Should you have any questions or require additional information with respect to this matter, please do not hesitate to contact me.

Sincerely,

TAO Industries, Inc. d/b/a Hawk
Construction

By: _____

Jorge Ojeda, P.E., President

CC: Jerry Wallace
Rodolfo Mata

DOCUMENTATION SHEET

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION</u>	<u>INITIALS</u>
06.09.11	720am	Saw that I had a missed call on my cell. Checked my voicemail it was Rep Jesse Gandara asking if I can call him back. He has a situation and wants to know if I could help him. Called back no answer left voicemail. Sgt Orta returned my call and informed me that Jesse had forgotten the check to pay for the seminar at his home with his wallet. He asked me if there is any way I could do another check under Orta's name to deposit into his debit checking account so he could pay the seminar using his debit card. I told him that I can but the hard part is getting the check signers to come early in the morning. Orta said he would call them himself. I asked him that I still need to get Mr. Soto's permission to do so and he also he would call him. I told him to please let me know the outcome of the phone calls. I also informed him that I was already on my way to the office.	
	726am	Called Mary Medina to inform her about this situation. She said she would come in and void the check in MIP so I can just reprint the check. She stated she was already heading to the office.	
	735am	I came into the office looked for the seminar paperwork. Saw that the check was made out to Texas Municipal Clerks Assoc. If Mary were to void the check and reprint another one it would be made out to TMCA. That would not work because the check needs to be deposited into Orta's account so the check needs to be made out to him. I had to recreate a purchase requisition and purchase order made out to Orta's name.	
	740am	Mr Soto called me and asked if Jesse and Sgt Orta had called me and informed me about the situation of the seminar check that was left in Jesse's home with his wallet. I told him that I was already aware. He asked me to go ahead and cut a check to Refugio Orta and Mrs. Orta will be by to pick up the check to deposit into his debit checking account so they can pay for the seminar with his debit card. Mr Soto also asked me to document everything since the first phone call to when the check has been picked up. He also stated that we will be getting the check back from Jesse. He does have it and will return it once he is back. Mr Soto called Mary but she was not answering her phone. He said she may be driving to work and I did confirm with him that she is already driving to work. I informed Mr Soto that I had already informed her about this situation. He said he would be out of reach from 8am until 11am. He stated he would be calling into the office to check in.	
	752am	Council Rep Gloria Rodriguez called me on my cell phone to ask if I had the check ready for her signature. I informed her that I was still posting the seminar information into MIP and I should have the check printed shortly. She asked me to call her once the check was printed because she has a lot of things to do today	

Vacant
Mayor

Guillermo Madrid, Jr.
At Large

Maria Reyes
District 1



Gloria M. Rodríguez
District 2 / Mayor Pro-Tem

Mary B. Garcia
District 3

Jesús Gandara Jr.
District 4

Willie Norfleet, Jr.
City Manager

**CITY OF SOCORRO
SPECIAL COUNCIL MEETING MINUTES
FEBRUARY 14, 2013**

MEMBERS PRESENT:

Guillermo Madrid, Jr.
Gloria M. Rodriguez
Mary Garcia
Jesús Gandara Jr.

MEMBERS ABSENT:

Maria Reyes

STAFF PRESENT:

Willie Norfleet, Jr., City Manager
Jerry Wallace, City Attorney
Sandra Hernandez, City Clerk

STAFF ABSENT:

Sam Leony, Planning & Zoning Director

1. CALL TO ORDER

The meeting was called to order at 5:47 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of allegiance was led by Sandra Hernandez

3. ESTABLISHMENT OF QUORUM

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

REGULAR AGENDA

4. DISCUSSION AND ACTION TO APPROVE PROCEDURES FOR PUBLIC HEARING.
WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Guillermo Madrid, Jr. *to authorize the maximum of five minutes, only one opportunity to speak per person, to have people who did not speak at the last meetings speak first, and to have the speaker address their name, address, and if they live within the portion of the annex area and what portion of the annex area.* Motion carried unanimously. Motion passed 3-0.

PUBLIC HEARINGS

5. ***PUBLIC HEARING ON ORDINANCE 312, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROPOSING AMENDMENT TO THE CITY CHARTER; CALLING AN ELECTION ON SAID ISSUE; PROVIDING FOR PUBLIC NOTICE AND AN EFFECTIVE DATE; AND OTHER MATTERS GERMANE THERETO. WILLIE NORFLEET, JR.***

Gloria Rodriguez addressed her concerns.

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to sanction (support) comments made by Mayor Pro Tem and continue with public hearing.* Motion carried unanimously. Motion passed 3-0.

Public hearing opened at 6:01 p.m.

Socorro Ramos, Humberto Nevarez and Joe Del Turo provided brief comments.

Public hearing closed at 6:04 p.m.

6. ***PUBLIC HEARING ON ORDINANCE 313, AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF SOCORRO, EL PASO COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN. WILLIE NORFLEET, JR.***

Public hearing opened at 6:05 p.m.

Joe Del Turo provided brief comments.

Public hearing closed at 6:06 p.m.

CONSENT AGENDA

7. ***APPROVAL TO AUTHORIZE CITY MANAGER/MAYOR TO SIGN A CONTRACT WITH THE EL PASO COUNTY ELECTIONS ADMINISTRATOR TO PROVIDE ELECTION SERVICES TO THE CITY OF SOCORRO, TEXAS FOR THE MAY 11, 2013 ELECTION. WILLIE NORFLEET, JR.***

8. **APPROVAL TO DIRECT THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR EQUIPMENT AND ELECTION SERVICES FOR THE CITY OF SOCORRO, TEXAS.**
WILLIE NORFLEET, JR.
9. **APPROVAL OF 3RD ANNUAL EASTER EVENT TO BE HELD MARCH 31, 2013 TO INCLUDE ANY RELATED EXPENDITURES AND DESIGNING DISTRICT 3 COUNCILWOMAN AS LIAISON FOR EVENT.**
MARY B. GARCIA

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to approve consent agenda.* Motion carried unanimously. Motion passed 3-0.

REGULAR AGENDA

10. **SECOND READING AND ADOPTION OF ORDINANCE 312, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROPOSING AMENDMENT TO THE CITY CHARTER; CALLING AN ELECTION ON SAID ISSUE; PROVIDING FOR PUBLIC NOTICE AND AN EFFECTIVE DATE; AND OTHER MATTERS GERMANE THERETO.**
WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to approve item 10.* Motion carried unanimously. Motion passed 3-0.

11. **SECOND READING AND ADOPTION OF ORDINANCE 313, AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF SOCORRO, EL PASO COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.**
WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to delete item 11.* Motion carried unanimously. Motion passed 3-0.

12. **DISCUSSION AND ACTION ON AWARDING HOT MIX ASPHALT CONCRETE (HMAC) BID.**
WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to award the bid to Jobe and authorize City Manager to sign any related documents and contracts.* Motion carried unanimously. Motion passed 3-0.

13. **DISCUSSION AND ACTION ON AWARDING DUMP TRUCK BID.**
WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary Garcia *to award the bid to Holt Truck Center and authorize City Manager to sign any related documents and contracts.* Motion carried unanimously. Motion passed 3-0.

14. DISCUSSION AND ACTION ON AWARDING COMPETITIVE SEALED PROPOSAL FOR THE MAURO ROSAS PARK IMPROVEMENTS PROJECT.

WILLIE NORFLEET, JR.

A motion was made by Jesus Gandara, Jr., seconded by Guillermo Madrid, Jr. to award the proposal to Blair-Hall Co. Inc. and authorize the City Manager to negotiate and sign any contracts or addendums to contracts related to this project and in the case that the negotiations fall through, that he be authorized to negotiate with the second. Motion carried unanimously. Motion passed 3-0.

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to move into Executive Session at 6:21 p.m. Motion carried unanimously. Motion passed 3-0.

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:56 P.M.

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED BACK IN SESSION AT 8:43 P.M.

OPEN SESSION:

A motion was made by Mary B. Garcia, seconded by Jesus Gandara, Jr., to reconsider consent agenda. Motion carried unanimously. Motion passed 3-0.

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to approve the consent agenda with the exception of item 9 to be moved into regular session. Motion carried unanimously. Motion passed 3-0.

A motion was made by Mary B. Garcia, seconded by Jesus Gandara, Jr., to approve item 9, with changing the date from March 31st to March 23^r. Motion carried unanimously. Motion passed 3-0.

17. 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.

18. 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.

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

WILLIE NORFLEET, JR.

20. DISCUSSION AND ACTION REGARDING THE MEETING WITH EL PASO COUNTY ATTORNEY AND REQUEST OF EL PASO COUNTY RELATED TO PROPOSED ANNEXATION. WILLIE NORFLEET, JR.

21. DISCUSSION AND ACTION ON COUNTY COMMISSIONER VINCE PEREZ USING HIS ELECTED OFFICE TO GAIN PREFERENTIAL TREATMENT FOR HIS EL PASO COUNTY EMPLOYEES UNDER THE JURISDICTION OF THE EL PASO COUNTY SHERIFF'S AND UNETHICAL BEHAVIOR. JESUS GANDARA, JR.

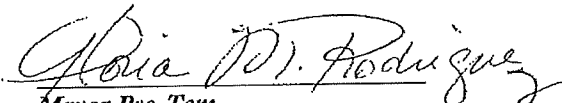
A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *Guillermo Madrid, Jr. to table item 21.* Motion carried unanimously. Motion passed 3-0.

22. DISCUSSION AND ACTION ON RESOLUTION PERTAINING TO PUBLIC WORKS EMPLOYEE. JESUS GANDARA, JR.

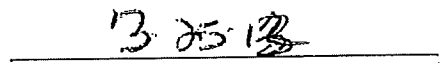
A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *delete items 17, 18, 19, 20 and 22.* Motion carried unanimously. Motion passed 3-0.

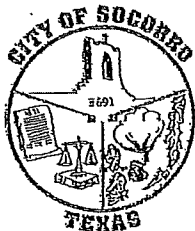
23. ADJOURN

A motion was made by Mary B. Garcia seconded by Guillermo Madrid Jr. *to adjourn at 8:50 p.m.* Motion carried unanimously. Motion passed 3-0.


Gloria D. Rodriguez
Mayor Pro-Tem


Sandra Hernandez, City Clerk


Date when minutes were approved



City of Socorro Purchase Requisition

PO#

DATE: 5/10/13

Originating Department: Capital Projects Fund

Vendor: Exerplay Inc
 Address: Street: PO Box 1160
 City: Cedar Crest NM Zip: 87008
 Tel. # :

Vendor Number: Emergency Requisition? (See Policy)

If Grant, CO, or Bond Funded name funding source here:

Qty:	Description:	Gen Ledger # Dept.	Unit Cost	Extended
1	PO For Playground Equipment for Mauro Rosas		\$734,076.40	\$734,076.40
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$734,076.40

COMMENTS / SPECIAL INSTRUCTIONS:

 Authorized Signature – Date

Willie Norphet 5-9-13
 Approved By – Date

(see Purchasing Policy for signatures required.)

For Accounting Use Only: Date Received: _____	Received By: _____
---	--------------------

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 5/8/2013 AT020813-7
 TERMS: Progress Draws

QUOTATION prepared for:
 Socorro TX, City of

Please Issue Purchase Order to:
 Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 Texas Buy Board Contract #346-10
 Please fax to 505-281-0155

ITEM	DESCRIPTION	QTY.	QOST	TOTAL
Socorro, TX - Mauro Rosas Park				
WEEVOS	Weevos, Per Drawing 63436-1-3-1, 1658 lbs.	1	26,190.00	26,190.00
LSI 177330A	5" Arch Swing Frame, 8' Beam Height, 204 lbs.	2	2,335.00	4,670.00
LSI 174018A	Belt Seat and ProGuard Chains for 8' Beam, 8 lbs.	4	99.00	396.00
LSI 177336A	Toddler Swing Frame, 136 lbs.	1	895.00	895.00
LSI.176038G	Full Bucket Seat with ProGuard Chains for Toddler Swing, 11 lbs.	2	240.00	480.00
PlayShaper	PlayShaper, Per Drawing # 63436-1-3-2, 375 lbs.	1	4,495.00	4,495.00
EVOS	EVOS, Per Drawing # 63436-1-3-3, 4239 lbs.	1	75,365.00	75,365.00
PlayBooster	PlayBooster, Per Drawing # 63436-1-3-4, 10,439 lbs. (MOD 2-2013)	1	128,300.00	128,300.00
Sun Ports Shade	Sun Ports Sail Cluster Shade Structure, 5 Posts, 3 Shadesure Cloth Tops, 90 mph Windload, 5 lbs psf Snowload - Basketball Court.	2	30,024.00	60,048.00
Sun Ports Shade	Sun Ports Sail Cluster Shade Structure, 9 Posts, 9 Shadesure Cloth Tops, 90 mph Windload, 5 lbs psf Snowload - Playground.	1	77,527.00	77,527.00
Vitriturf	Vitriturf Poured-in-Place, 100% Color with Star Design, 4" for a Fall Height of 9', Based on 9852 sf.**	9,852	12.19	120,095.88
Vitriturf	Vitriturf Poured-in-Place, 100% Color with Star Design, 3.5" for a Fall Height of 8', Based on 1687 sf.**	1,687	11.57	19,518.59
	Sub-Total			517,980.47
DISC - BUY BOARD	Buy Board Discount, 346-10 @ 5%.		-5.00%	-25,899.02
Sub Base	ABC Sub Base Compacted In Place.	1	22,039.00	22,039.00
Site Prep	Footing Work: frame a 10' x 10' x 4' footing using 3/4' plywood and 2" x 4" stakes, install rebar cages in footing, install template and anchor bolts braced with rebar cages, pour concrete 3000 PSI on 10' x 10' x 3', second pour concrete 3000 PSI on 10' x 10' x 1'. Compact and digging do be done by others, all footings install done to manufacturer specifications. Jobsite to be kept clean as possible, all debris to be disposed of properly. Includes Labor, Plywood, Anchor bolts, rebar cages, concrete and templates	1	77,062.50	77,062.50
Freight	Freight/Shipping Charges on LSI Equipment (150-364-12).	1	11,760.00	11,760.00

REP
 NT

Quote prepared by Anna Tapia
 Anna@exerplay.com Page 1

TOTAL

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 5/8/2013 AT020813-7
 TERMS: Progress Draws

QUOTATION prepared for:
 Socorro TX, City of

Please Issue Purchase Order to:
 Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 Texas Buy Board Contract #346-10
 Please fax to 505-281-0155

ITEM	DESCRIPTION	QTY	COST	TOTAL
Freight	Freight/Shipping Charges on Sun Ports Equipment (DDG101639).	1	3,840.00	3,840.00
Receiving/Unloading	Receive, Unload and Transport Equipment to Site.	1	437.50	437.50
Install	Installation of Playground Equipment.	1	78,704.00	78,704.00
Install	Installation of Shade Equipment.*	1	48,152.00	48,152.00
PIP Cure Time	*Contractor is responsible for shade footings and anchor bolts.* **Poured-in-Place has to cure for 24 to 48 hours before it can be walked on. It is the customer's responsibility to secure the area at their expense.**		0.00	0.00
Notes 1 - Nate	Pricing is for the above listed equipment and installation only and does not include site preparation, security fencing, or any applicable taxes, bonds or permits. To obtain a performance/payment bond, please add 3.5% of the total to this quote. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. The owner is responsible should damage occur. Installer will take all precautions to see that landscaping is not damaged during installation, but will not be responsible should such damage occur.		0.00	0.00

Pricing is good for 30 days.

REP
 NT

Quote prepared by Anna Tapia
 Anna@exerplay.com Page 2

TOTAL

\$734,076.45

MAURO ROSAS
item JS

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

María Reyes
District 1



Gloria M. Rodriguez
District 2 / Mayor Pro-Tem

Mary B. Garcia
District 3

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

**CITY OF SOCORRO
SPECIAL COUNCIL MEETING MINUTES
MAY 16, 2013 @ 7:00 p.m.**

MEMBERS PRESENT:

Jesus Ruiz
Rene Rodriguez
Mary B. Garcia
Gloria M. Rodriguez
María Reyes
Joseph E. Bowling

STAFF PRESENT:

Willie Norfleet, Jr., City Manager
Jerry Wallace, City Attorney
Sandra Hernandez, City Clerk
Sam Leony, Planning & Zoning Director

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of allegiance was recited.

3. ESTABLISHMENT OF QUORUM

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

PRESENTATION

**4. PRESENTATION BY DAVID GARCIA REGARDING THE NEW TELEPHONE SYSTEM.
*WILLIE NORFLEET, JR.***

No presentation.

PUBLIC HEARINGS

5. **PUBLIC HEARING OF ORDINANCE 306, AMENDMENT NO. 1, AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING AN AMENDED BUDGET TO INCREASE FY 2013 ADOPTED BUDGET.** **WILLIE NORFLEET, JR.**

Public hearing opened and closed at 7:02 p.m. There were no speakers.

6. **PUBLIC HEARING OF ORDINANCE 314, AN ORDINANCE PROVIDING FOR A SYSTEM OF RECORDS RETENTION, RETRIEVAL, DESTRUCTION, AND REPEALING ORDINANCE 121.** **WILLIE NORFLEET, JR.**

Public hearing opened and closed at 7:03 p.m. There were no speakers.

7. **PUBLIC HEARING OF ORDINANCE 315, AN ORDINANCE REPEALING ORDINANCE 312, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROPOSING AMENDMENT TO THE CITY CHARTER; CALLING AN ELECTION ON SAID ISSUE; PROVIDING FOR PUBLIC NOTICE AND AN EFFECTIVE DATE; AND OTHER MATTERS GERMANE THERETO.** **WILLIE NORFLEET, JR.**

Public hearing opened and closed at 7:03 p.m. There were no speakers.

CONSENT AGENDA

8. **APPROVAL OF SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 22, 2013 AND REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 18, 2013.** **WILLIE NORFLEET, JR.**
9. **APPROVAL OF TRAVEL FOR FIRE CHIEF LANGBORG TO ATTEND THE TEXAS COMMISSION ON FIRE PROTECTION MEETING MAY 29-31, 2013.** **WILLIE NORFLEET, JR.**
10. **APPROVAL OF TRAVEL FOR OFFICER MUNOZ AND SERGEANT MONTOYA TO ATTEND THE FBI COMMAND COLLEGE IN ARLINGTON, TEXAS FROM JUNE 3, 2013 TO JUNE 7, 2013.** **WILLIE NORFLEET, JR.**
11. **APPROVAL OF TRAVEL FOR KARINA HAGELSIEB TO ATTEND THE GOVERNMENT FINANCE OFFICERS ASSOCIATION IN SAN FRANCISCO, CALIFORNIA FROM JUNE 2, 2013 TO JUNE 5, 2013.** **WILLIE NORFLEET, JR.**
12. **APPROVAL OF PLANNING AND ZONING COMMISSION'S RECOMMENDATION ON PROPOSED REZONING OF LOT 16, BLOCK 5, SAN YSIDRO SUBDIVISION (11270 SAN YSIDRO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** **WILLIE NORFLEET, JR.**

13. **APPROVAL OF PLANNING AND ZONING COMMISSION'S RECOMMENDATION ON PROPOSED REZONING OF LOT 1 AND 1, NORTH LOOP ACRES SUBDIVISION (605 STEDHAM CIRCLE) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL).** *WILLIE NORFLEET, JR.*
14. **APPROVAL OF PLANNING AND ZONING COMMISSION'S RECOMMENDATION ON PROPOSED REZONING OF LOT 1, BLOCK 1, VILLA MORENA SUBDIVISION (180 S. HORIZON) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** *WILLIE NORFLEET, JR.*
15. **APPROVAL OF PLANNING AND ZONING COMMISSION'S RECOMMENDATION ON PROPOSED REZONING OF TRACTS 9, 9A AND 16-C, BLOCK 12, SOCORRO GRANT (LAS MARGARITAS SUBDIVISION) FROM R-2 (SINGLE FAMILY RESIDENTIAL) TO R-3 (HIGH DENSITY RESIDENTIAL)** *WILLIE NORFLEET, JR.*
16. **APPROVAL OF PLANNING AND ZONING COMMISSION'S RECOMMENDATION ON PROPOSED REZONING OF LOT 10, BLOCK 1, EL CAMPESTRE SUBDIVISION (11510 LA FOGATA ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).** *WILLIE NORFLEET, JR.*
17. **EXCUSE ABSENT COUNCIL MEMBERS.** *WILLIE NORFLEET, JR.*

A motion was made by Maria Reyes, seconded by Joseph E. Bowling to *approve consent agenda*. Motion carried with Rene Rodriguez, Mary B. Garcia, Maria Reyes, and Joseph E. Bowling voting aye and Gloria M. Rodriguez voting nay. Motion passed 4-1.

REGULAR AGENDA

18. **SECOND READING AND ADOPTION OF ORDINANCE 306, AMENDMENT NO. 1, AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS ADOPTING AN AMENDED BUDGET TO INCREASE FY 2013 ADOPTED BUDGET.** *WILLIE NORFLEET, JR.*

A motion was made by Maria Reyes, seconded by Joseph E. Bowling to *table item 18*. Motion carried with Rene Rodriguez, Mary B. Garcia, Maria Reyes, and Joseph E. Bowling voting aye and Gloria M. Rodriguez voting nay. Motion passed 4-1.

19. **SECOND READING AND ADOPTION OF ORDINANCE 314, AN ORDINANCE PROVIDING FOR A SYSTEM OF RECORDS RETENTION, RETRIEVAL, DESTRUCTION, AND REPEALING ORDINANCE 121.** *WILLIE NORFLEET, JR.*

A motion was made by Gloria M. Rodriguez, seconded by Maria Reyes, to *approve item 19*. Motion carried unanimously. Motion passed 5-0.

20. **SECOND READING AND ADOPTION OF ORDINANCE 315, AN ORDINANCE REPEALING ORDINANCE 312, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROPOSING AMENDMENT TO THE CITY CHARTER; CALLING AN ELECTION ON SAID ISSUE; PROVIDING FOR**

**PUBLIC NOTICE AND AN EFFECTIVE DATE; AND OTHER MATTERS
GERMANE THERETO. *WILLIE NORFLEET, JR.***

A motion was made by Maria Reyes, seconded by Mary B. Garcia, to *approve item 20.*
Motion carried unanimously. Motion passed 5-0.

**21. DISCUSSION AND ACTION ON MUNICIPAL PARKS COMMISSION'S
RECOMMENDATION TO IMPLEMENT A DEPOSIT FEE AND CHARGE FOR
PARK USAGE. *WILLIE NORFLEET, JR.***

A motion was made by Mary B. Garcia, seconded by Maria Reyes to *approve item 21.*
Motion carried unanimously. Motion passed 5-0.

**22. DISCUSSION AND ACTION FOR PROPOSED ROAD RECLASSIFICATION
UNDER FHWA GUIDELINES CONDUCTED BY THE EL PASO METROPOLITAN
PLANNING ORGANIZATION (MPO) AND THE TEXAS DEPARTMENT OF
TRANSPORTATION (TXDOT). *WILLIE NORFLEET, JR.***

A motion was made by Mary B. Garcia, seconded by Gloria M. Rodriguez to *approve item 22.*
Motion carried unanimously. Motion passed 5-0.

**23. DISCUSSION AND ACTION TO APPROVE AMENDED ENGAGEMENT LETTER
WITH STRICKLER AND PRIETO, LLP. *WILLIE NORFLEET, JR.***

A motion was made by Maria Reyes, seconded by Joseph E. Bowling to *table item 23.*
Motion carried with Rene Rodriguez, Maria Reyes, and Joseph E. Bowling voting aye and
Mary B. Garcia and Gloria M. Rodriguez voting nay. Motion passed 3-2.

**24. DISCUSSION AND ACTION TO APPROVE PURCHASE OF FIVE VEHICLES FOR
THE SOCORRO POLICE DEPARTMENT, WAIVE THE CITY OF SOCORRO
PURCHASING POLICY, AND SIGN A CONTRACT WITH CALDWELL
COUNTRY UNDER REGION 19 COOPERATIVE PURCHASING PROGRAM
(RFP#12-6846). *WILLIE NORFLEET, JR.***

A motion was made by Gloria M. Rodriguez, seconded by Maria Reyes, to *approve item 24.*
Motion carried unanimously. Motion passed 5-0.

**25. DISCUSSION AND ACTION TO APPROVE PURCHASE OF PLAYGROUND
EQUIPMENT FOR MAURO ROSAS PARK, WAIVE THE CITY OF SOCORRO
PURCHASING POLICY, AND SIGN A CONTRACT WITH EXERPLAY INC.
UNDER REGION 19 COOPERATIVE PURCHASING PROGRAM (RFP#13-6902).
*WILLIE NORFLEET, JR.***

A motion was made by Maria Reyes, seconded by Joseph E. Bowling to *deny item 25.*
Motion carried with Rene Rodriguez, Maria Reyes, and Joseph E. Bowling voting aye and
Mary B. Garcia and Gloria M. Rodriguez voting nay. Motion passed 3-2.

**26. DISCUSSION AND ACTION REGARDING BOARD AND COMMISSION
RECRUITMENT. *WILLIE NORFLEET, JR.***

A motion was made by Gloria M. Rodriguez, seconded by Mary B. Garcia to *delete item 26*. Motion carried unanimously. Motion passed 5-0.

- 27. DISCUSSION AND ACTION TO AUTHORIZE THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES (COPS) IN THE AMOUNT OF \$125,000 TO COVER 75% OF THE APPROVED ENTRY LEVEL SALARY AND FRINGE BENEFIT FOR A SWORN CAREER LAW ENFORCEMENT OFFICER FOR A PERIOD OF THREE YEARS. THE CITY WILL COMMIT A 25% MATCH.**
WILLIE NORFLEET, JR.

A motion was made by Gloria M. Rodriguez, seconded by Maria Reyes, to *approve item 27*. Motion carried unanimously. Motion passed 5-0.

A motion was made by Gloria M. Rodriguez, seconded by Mary B. Garcia to *move into Executive Session at 7:29 p.m.* Motion carried unanimously. Motion passed 5-0.

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:29 P.M.

EXECUTIVE SESSION

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

EXECUTIVE SESSION:

Open Session:

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

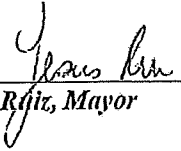
- 31. DISCUSSION AND ACTION ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.**
WILLIE NORFLEET, JR.

- 32. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**
WILLIE NORFLEET, JR.

A motion was made by Maria Reyes, seconded by Joseph E. Bowling to *delete items 30-32*. Motion carried unanimously. Motion passed 5-0.

33. ADJOURN


A motion was made by Maria Reyes, seconded by Joseph E. Bowling *to adjourn at 8:32 p.m.*
Motion carried unanimously. Motion passed 5-0.



Jesus Ruiz, Mayor



Sandra Hernandez, City Clerk



Date when minutes were approved

MEMBERS PRESENT:

Guillermo Gandara Sr.
Guillermo Madrid Jr.
Mary B. Garcia
Jesus Gandara Jr.

MEMBERS ABSENT

Gloria M. Rodriguez
Luis Varela

STAFF PRESENT:

Manny Soto, Interim City Manager
Gina Rodriguez, City Clerk
Olivia Navarro, Assistant City Clerk
Steve Blanco, City Attorney

CALL TO ORDER

The meeting was called to order at 6:03 p.m.

ESTABLISHMENT OF QUORUM

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

REGULAR AGENDA:

4. **DISCUSSION AND ACTION TO APPROVE THE RFQ FOR PROFESSIONAL LANDSCAPE DESIGN SERVICES FOR PROPOSED MUNICIPAL PARK AT BULLDOG CHAMPIONSHIP PARK IN DISTRICT 3. MARY B. GARCIA**

A motion was made by Mary B. Garcia seconded by Jesus Gandara Jr. to approve the awarding of the RFQ for Professional Landscape Design Services for proposed Municipal Park to Terra Design Group and authorize the Acting City Manager and City Attorney to negotiate and sign a contract and in the event that agreed upon terms cannot be reached to then negotiate a contract with the Firm of CFZ Group LLC. for item number four (4). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

5. DISCUSSION AND ACTION TO APPROVE THE RFQ FOR PROFESSIONAL ARCHITECTURE DESIGN SERVICES TO CONVERT AN OLD FIRE STATION BUILDING INTO A COMMUNITY RECREATION CENTER IN DISTRICT 2.
GLORIA M. RODRIGUEZ

A motion was made by Guillermo Madrid Jr. seconded by Jesus Gandara Jr. to approve the awarding of RFQ for Professional Architecture Design Services to Convert an Old Fire Station Building into a Community Recreation Center to Alvidrez Architecture, Inc. and authorize the Acting City Manager and City Attorney to negotiate and sign a contract and in the event that the agreed upon terms cannot be reached to then negotiate and sign a contract with the Firm PSRBB Commercial Group, Inc. for item number five (5). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

6. DISCUSSION AND ACTION TO APPROVE THE RFP FOR CONCRETE DRIVEWAYS CONSTRUCTION PROJECT IN DISTRICT 4.
JESUS GANDARA JR.

A motion was made by Jesus Gandara Jr. seconded by Mary B. Garcia to approve the awarding of RFP for concrete driveways construction project to Hawk Construction meeting all specifications for District 4 and authorize the signing of all related documents also to direct the District 4 Councilman to compile a list of 220 homes to be submitted to the City for this project for item number six (6). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

7. DISCUSSION AND ACTION OF SIGNATURE OF OFFICIAL CITY DOCUMENTS.
JESUS GANDARA JR.

A motion was made by Jesus Gandara, Jr. seconded by Guillermo Madrid Jr. to authorize the Mayor ProTem to execute any legal documents approved by City Council, this is secondary in case the Mayor does not want to sign for whatever reason; we have a second signature for item number seven (7). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

8. DISCUSSION AND ACTION TO APPROVE THE RFQ FOR REPRESENTATIVE OF RECORD INSURANCE SERVICES FOR CITY OF SOCORRO'S HEALTH INSURANCE BENEFIT COVERAGE.
MANNY SOTO JR.


A motion was made by Guillermo Madrid Jr. seconded by Mary B. Garcia to approve the awarding RFQ Representative of Record Insurance Services for City of Socorro's Health/Life Insurance Benefit Coverage to Mullen Pensions & Benefit Group and authorize the Acting City Manager and City Attorney to negotiate and sign a contract and in the event that agreed upon terms cannot be reached to then negotiate and sign a contract with JDW Insurance for item number eight (8). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

**9. DISCUSSION AND ACTION TO APPROVE THE COMMUNITY SERVICES
DIRECTOR FOR THE CITY OF SOCORRO. MANNY SOTO JR.**

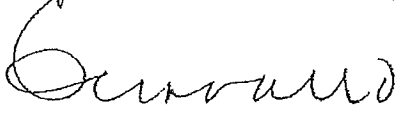
A motion was made by Mary B. Garcia seconded by Jesus Gandara Jr. to *approve and accept the recommendation of the Acting City Manager to employ Trinidad Lopez as Community Service Director for the City of Socorro, Texas* for item number nine (9). Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.

ADJOURN:

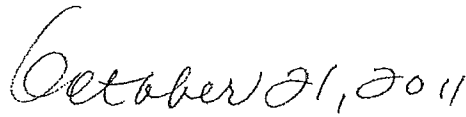
A motion was made by Mary B. Garcia seconded by Guillermo Madrid, Jr. to *Adjourn at 6:12 p.m.* Motion carried with Guillermo Madrid Jr., Mary B. Garcia, and Jesus Gandara Jr. voting aye, and Gloria M. Rodriguez and Luis Varela absent. Motion passed.



Jesus Gandara, Jr., Mayor Pro Tem



Olivia Navarro, Assistant City Clerk



Date when minutes were approved:

Paul Bustos

From: Jesus Gandara Jr <jgmj40@gmail.com>
Sent: Monday, April 29, 2013 8:46 PM
Subject: Additional Allegations against Jesse Gandara by El Paso County Sheriff's Investigators

Dear City Employees,

I hope you all are doing well. As for my family, we are fine. By now you should be aware that I was arrested again this past week by the El Paso County Sheriff's Office.

There were two accusations made against me; as always, we have said there is a credibility issue with the Sheriff's office.

The first issue is that I use marijuana. To combat this lie, the first thing I did the moment Sheriff's deputies released me was go to a clinical laboratory that follows the "chain of custody" procedures to prove the Sheriff's liars. I took the most comprehensive test available that goes back the longest to show that I DO NOT use any type of drugs.

The second is that I mistreat my animals. I asked the media to review the hours of footage of my dog "Lucky" who was running, jumping, and playing with all the television crews who were at my home. Yet the Sheriff's claimed he was in "poor health", showing again that the Sheriffs are more willing to lie than state the facts. I have always said the Sheriff's are more concerned about winning an election that being credible and winning a court case. With that in mind, *the judge who issued the warrants for the marijuana and cruelty to animals charges was not only my magistrate when I was arrested, but just happens to be the niece of the Licon Dairy. These are the same complainants (the Licon Family) who the Sheriffs have said were the reason they came to my home to begin with.*

I have asked the community to stand with me and for their support. I have never waivered in my passion, dedication, and faith in the home I call Socorro.

Sincerely,

Jesus "Jesse" Gandara Jr.

Paul Bustos

From: Jesus Gandara Jr <jgmj40@gmail.com>
Sent: Thursday, April 25, 2013 8:06 AM
Subject: Community Meeting April 25 (Thursday)

Mr. Norfleet,

The City has been requested to attend a community meeting on April 25 (Thursday) at 6 pm. Your attendance and staff's would be appreciated. The address is 11506 Philip Rd (near Passmore Rd).

Respectfully,
Jesse Gandara Jr.
City of Socorro, District 4 Councilman

Paul Bustos

From: Jesus Gandara Jr <jgmj40@gmail.com>
Sent: Tuesday, April 30, 2013 7:22 PM
Subject: Community Meeting May 1 (Wednesday)

Mr. Norfleet,

The City has been requested to attend a community meeting on May 1 (Wednesday) at 6 pm. Your attendance and staff's would be appreciated. The address is 11430 Samalayucca (off of Passmore Rd).

Respectfully,

Jesse Gandara Jr.

City of Socorro, District 4 Councilman

Paul Bustos

From: Jesus Gandara Jr <jgmj40@gmail.com>
Sent: Thursday, May 02, 2013 12:02 PM
Subject: Community Meeting May 2 (Thursday)

Mr. Norfleet,

The City has been requested to attend a community meeting on May 2 (Thursday) at 6 pm. Your attendance and staff's would be appreciated. The address is 11588 Villa Del Mar.

Respectfully,
Jesse Gandara Jr.
City of Socorro, District 4 Councilman

Paul Bustos

From: Jesus Gandara Jr <jgmj40@gmail.com>
Sent: Friday, May 03, 2013 10:09 AM
Subject: Community Meeting May 3 (Friday)

Mr. Norfleet,
The City has been requested to attend a community meeting on May 3 (Friday) at 6 pm. Your attendance and staff's would be appreciated. The address is 11651 Flor Del Sol.

Respectfully,
Jesse Gandara Jr.

CITY OF SOCORRO, TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MUNICIPAL ADMINISTRATION CONSULTANT CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Socorro, Texas (the "City") and Manuel Soto ("Soto").

WHEREAS, heretofore on May 14th 2010 the parties entered into an agreement titled Acting City Manager Employment Agreement; and,

WHEREAS, Soto has retired and the City desires to hire him as a Municipal Administration Consultant.

NOW THEREFORE, the City and Soto, for and in consideration of the terms started in this contract do hereby agree, as follows:

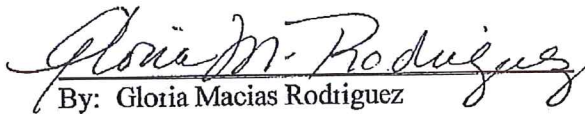
1. Soto has submitted his resignation as Acting City Manager; and effective 10 November 2011 will resign the position of Acting City Manager.
2. The City agrees to employ Soto as Municipal Administration Consultant ("Consultant") to perform the duties prescribed herein from and after 10 November 2011.
3. Soto shall perform the following duties and provide administrative consulting services with respect to the following projects under the direction, control and supervision of the Socorro City Council:
 - A. Executive Search for a new City Manager during November/December 2011, not to exceed 60 hours of work;
 - B. Transition release with new Interim City Manager during November/December 2011, not to exceed 20 hours of work;
 - C. Transition phase with the new City Manager during the month of January 2012, not to exceed 40 hours of work;
 - D. City Finance Projections and Planning monthly, November 2011 to September 2012, not to exceed 40 hours of work;
 - E. Safe Routes TXDOI Project monthly, November 2011 to September 2012, not to exceed 50 hours of work;

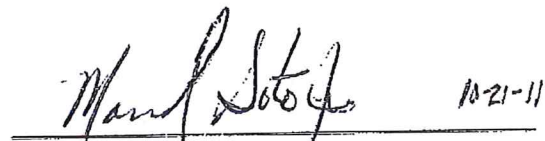
Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Municipal Administration Consultant have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

9. Should any of the terms of this agreement be determined to be ambiguous so as to require application of the rules for construction of ambiguous documents, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.
10. This contract is for a term beginning on November 11, 2011 and ending on September 11, 2012 unless terminated by the City Council prior to said date or otherwise mutually agreed between the parties.

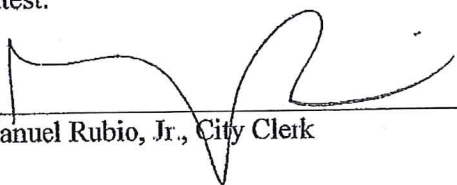
Signed to be effective as of November 10, 2011. Signed to be effective as of November 10, 2011.

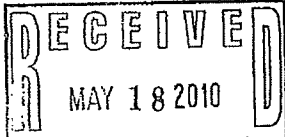
CITY OF SOCORRO, TEXAS


By: Gloria Macias Rodriguez
Mayor Pro Tem


Manuel Soto, Jr.
Municipal Administration Consultant

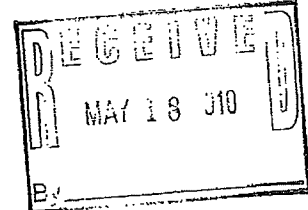
Attest:


Manuel Rubio, Jr., City Clerk



By *M. Soto*
Acting City Manager

CITY OF SOCORRO, TEXAS



ACTING CITY MANAGER EMPLOYMENT AGREEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ACTING CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Socorro, Texas (the "City") and Manuel Soto ("Soto" or "City Manager")

NOW THEREFORE, the City and Soto, for and in consideration of the terms started in this contract do hereby agree, as follows:

1. The City agrees to employ Soto as Acting City Manager to perform the duties of the office of City Manager pursuant to Section 4.01G of the Socorro City Charter, on a monthly basis, beginning on the 14th day of May 2010.
2. Soto shall perform the duties of City Manager for the City as prescribed in the City Charter, City Ordinances, and as may be assigned by the Socorro City Council. Soto shall perform those duties with reasonable care, skill, and diligence. Soto shall comply with all City Council directives, state and federal law and rules, City policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
3. Soto agrees to devote his full time, skill, labor, and attention to performing his duties. The provision contained in the previous employment agreement with Soto, providing for Soto to be away to perform outside consulting services one week per month, is specifically excluded and Soto is to provide full time services to the City as City Manager
4. The City agrees to pay Soto a monthly salary and other compensation as follows:
 - (a) The City shall pay Soto fifty-nine dollars (\$59.00) per hour with maximum daily rate of four hundred seventy-two dollars (\$472.00) per day. This salary rate shall be paid to Soto in bi-weekly (every two weeks) installments of \$4,720.00, consistent with the City's policies. Soto shall receive employment benefits as are provided for all other City employees. The salary will be prorated for any period of employment that is less than one month.

- (b) At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust the salary, but in no event shall Soto be paid less than the salary set forth in Section 5(a) or this Agreement unless Soto consents to the reduction of salary
 - (c) **Expenses.** The City shall pay or reimburse Soto for reasonable expenses directly incurred by Soto in the continuing performance of the City Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by Soto for travel outside of the City; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the City. Soto shall comply with all procedures and documentation requirements in accordance with City policy.
 - (d) Soto shall be entitled to two (2) sick days per month, which will accrue according to the City's employment policies.
- 5. Soto cannot be reassigned from the position of Acting City Manager to another position without Soto's consent.
 - 6. All the terms of this Contract will be subject to the provisions of the Socorro City Charter, which are incorporated herein by reference.
 - 7. This Agreement shall be terminated upon the death of Soto or upon Soto becoming mentally or physically unable to perform the essential functions of this job with reasonable accommodations.
 - 8. Soto shall serve as Acting City Manager at the will and pleasure of the Socorro City Council.
 - 9. The City Manager and the City may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
 - 10. The City has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment under this Contract.
 - 11. A. **Legal Defense.**
 - 1. City's liability insurance:

The City agrees that it shall purchase insurance to provide a legal defense to the City Manager in connection with demands, claims, suits, actions, or legal proceedings brought against the City Manager in individual capacity

or in official capacity providing the incident(s) which is (are) the basis of claim or lawsuit arising while the City Manager is acting within the course and scope of employment with the City.

2. Legal Defense for claims not covered by insurance:

For legal matters for which the City does not possess insurance or for which the City's insurance carrier refuses to accept responsibility to defend a claim, the City will provide a legal defense to the City Manager subject to the following conditions:

- (a) The City Manager must submit a written request for legal defense to the City, the request must include a copy of the demand, summons or other legal papers evidencing the claim or cause of action;
- (b) The claim must arise from circumstances wherein the City Manager was acting within the course and scope of employment with the City;
- (c) The City must have the legal authority to employ legal counsel to defend the claim pursuant to Section 102.004 of the *Texas Civil Practices and Remedies Code*

B. **Reasonable Cooperation.** City Manager agrees to immediately deliver a copy of any summons or other legal process served upon City Manager to the City's City Clerk and City Attorneys and provide reasonable assistance to and cooperate with the City, its Mayor, agents, employees and attorneys in response to any legal proceeding or claims brought against the City, its Mayor, agents and employees. The City shall pay or reimburse the City Manager for all reasonable expenses incurred by City Manager in the course of fulfilling the obligation of reasonable assistance and cooperation pursuant to this Section including, but not limited to, expenses for travel, meals, overnight stays, telephone and facsimile expenses.

C. The City's obligation to provide a legal defense to the City Manager under this paragraph shall survive the termination of this Agreement.

12. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the City Manager have been superseded by this Agreement, and this contract

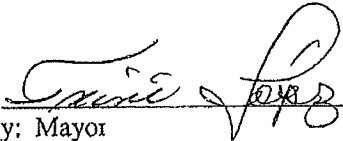
constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

13. Should any of the terms of this agreement be determined to be ambiguous so as to require application of the rules for construction of ambiguous documents, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.
14. The term of this contract is for a minimum of five (5) months (the "initial term") and shall continue indefinitely thereafter, except that after the initial term either party may terminate the contract upon giving thirty (30) days written notice to the other party.

Signed to be effective as of May 14, 2010.


Signed to be effective as of May 14, 2010.

CITY OF SOCORRO, TEXAS


By: Mayor


Manuel Soto, Acting City Manager

Attest:


City Clerk

Subject: City Manager's Empl. Contract

Mr. Wallace,

As you already know, Mr. Soto, will be employed through November 10th, in his contract it states that he will accrue 2 sick days per month according to the city's employment policy. The policy states that no employee will be compensated for unused sick days when your employment terminates. I informed Mr. Soto of the policy because he is asking for compensation for 13 days of sick pay. He said that Council had approved to pay him during a City Council Meeting but the issue was discussed during Executive Session; therefore, will not appear in the minutes. Can you please confirm in writing that his request was approved?

Respectfully,

Mary G. Medina
Senior Accountant
124 S. Horizon Blvd.
Socorro, TX 79927
(915)858-2915 Office
(915)858-9288 Fax
mmedina@ci.socorro.tx.us

"A pessimist sees the difficulty in every opportunity; an optimist sees the opportunity in every difficulty"
Winston

Mary Medina 10/24/11 - Per Mary, ok to pay sick hrs.

From: Jerry Wallace [JWallace@bowlawfirm.com]
Sent: Monday, October 24, 2011 2:55 PM
To: Mary Medina
Cc: citymanager@ci.socorro.tx.us
Subject: RE: City Manager's Empl. Contract

Mary;

This matter was reviewed by the City Council and by the City Attorney in connection with the city's obligations under the contract and the direction of the Council was as follows;

Because of the detriment to the city resulting if the city should be without services of city manager during this time, and because the right to sick pay was vested at the time the contract with Mr. Soto was approved by the city (i.e. the policy was changed after the city had contracted with Mr. Soto to provide him with sick pay) the city council directed that Mr. Soto be paid for Sick Leave in exchange for Mr. Soto's commitment to work during this period.

Please let me know if you have further questions.

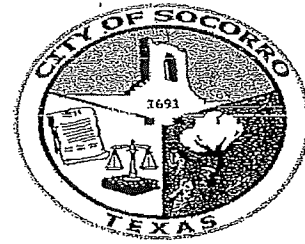
Thanks

jerry

JERRY R. WALLACE
Blanco Ordoñez & Wallace, P.C.
5715 Cromo Drive
El Paso, Texas 79912
Ph: (915) 845-5800, ext. 102
Fax: (915) 845-5555
jwallace@bowlawfirm.com

From: Mary Medina [mailto:mmedina@ci.socorro.tx.us]
Sent: Monday, October 24, 2011 11:25 AM
To: Jerry Wallace
Cc: citymanager@ci.socorro.tx.us

City of Socorro
Employee Handbook



304 Sick Leave Benefits

Effective Date: 4/12/2010

Revision Date:

The City of Socorro provides paid sick leave benefits to eligible employees who are temporarily absent due to illness or injury following three months of employment. Employees in the following employment classifications are eligible for sick leave:

- Regular full-time employees
- Regular part-time employees

You will accrue sick leave benefits at the rate of twelve (12) days per year (one day for every full month of service) as regular full-time employee. As a regular part-time employee, you will accrue sick leave benefits at the rate of six (6) days per year. Sick leave benefits are calculated on the basis of a "benefit year." A "benefit year" is the twelve-month period that begins when you start earning sick leave. You can request to use paid sick leave after you complete a ninety (90) day waiting period from the date you become eligible to accrue sick leave benefits.

You may not take less than four hours of sick leave. You may use sick leave benefits to be absent because you are ill or injured. You can also use sick leave to be absent because of the illness or injury of your child, parent, or spouse.

If you cannot report to work because of an illness or injury, you should notify your supervisor before the scheduled start of your workday, if possible. Your supervisor must also be contacted on each additional day of absence. **ALL EMPLOYEES, INCLUDING SALARIED, MUST TURN IN A LEAVE REQUEST UPON RETURN TO WORK.**

If you are absent for three or more consecutive days due to illness or injury, you must provide the City of Socorro a doctor's statement that states you are ill or injured, when it began, and when you should be able to return to work. Before you can return to work after a sick leave absence of 12 calendar days or more, you must provide your supervisor with a doctor's statement that you may safely return to work.

Your sick leave benefits will be calculated based on your base pay rate at the time of your absence. Sick leave benefits do not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Unused sick leave benefits will be allowed to accumulate indefinitely.

Sick leave benefits are meant to provide income protection in the case you are ill or injured. They may not be used for any other absence. If you falsify the document in any way, including the reason or dates for an absence, you will be subject to disciplinary action, up to and including

City of Socorro
Employee Handbook



termination, and compensation for the absence will be stopped immediately.

You will not be paid for unused sick leave benefits while you are employed and you will also not be paid for unused sick leave benefits when your employment terminates.

Socorro Police Chief issues-- confidential

From: **Jerry Wallace** (JWallace@bowlawfirm.com)

Sent: Wed 3/16/11 11:59 AM

To: City Manager (citymanager@socorrotexas.org); Lisa Meador (lmeador@socorrotexas.org); Al Patino (al_patino@hotmail.com)

Cc: Steve Blanco (SBlanco@bowlawfirm.com)

Lady and Gentlemen;

A number of issues had been identified regarding chief Avalos including **unauthorized polygraph** exams in connection with **sexual harassment** investigations, **mishandling of sexual harassment** complaints, **purchasing policy violations**, violations of state requirements regarding **credentialing of officers**, and mismanagement of the property and evidence department.

Avalos had, prior to adoption of any policy, submitted an open purchase order for pre-employment polygraph testing. He had asked for permission to do polygraph testing in the event of internal investigations, which upon objection of officers association the City Council refused. Later female employees, alleged victims in sexual harassment complaints, were subjected to polygraph exams.

When Avalos was called in and questioned, he laid all of this off on the officer in charge, while Avalos was out on medical leave, claiming he had nothing to do with it. The city has since fired this guy so we can expect no cooperation there. When he was asked about why he didn't seek assistance with handling the sexual harassment complaints and tell someone in administration about them, he **claimed he told mr. soto, ms. meador, Jerry wallace** and even **called Alex Price with the TML** risk pool and receive advice. Many is obtaining an affidavit from Alex price admitting that

Avalos called him but denying that he gave Avalos any advice other than to talk with the city manager and perhaps the city attorney--this affidavit may also state that Avalos told Price that he could not trust the city administration or Wallace to talk with them about the matter.

We are faced with a difficult situation with respect the polygraph issues and to a lesser extent on the sexual harassment complaint management. Clearly this was mismanaged, however at least as to the polygraph testing Avalos can lay this off on the officer in charge (an empty chair)--that is if it was actually ordered while he was out on medical leave? The information we have from one of the ladies indicates that the orders for the polygraph came from the officer in charge and not Avalos. We do not have statements from the other ladies in this regard. Since they are represented by counsel and have active EEOC complaints we will try to get their stories through EEOC mediation.

Avalos did refer the investigation of the sexual harassment claims to the sheriff's office, so he has likely set up an arguable whistle blower claim.

When Avalos came in he appeared ill and, although lucid and cool with his answers, he gave the definite impression that he is not well. I have heard unconfirmed rumors that he has some type of tumor and a doctor's statement that predates his first medical leave for "stress" was found in the police department records which read that he was suffering from stress issues and should avoid any confrontation situation. Avalos has not formally claimed any type of disability, however, we should be aware that this is a potential. Everyone involved in this situation should avoid any

communications with anyone except us related to Avalos' potential physical or mental condition because of the potential for a disability discrimination claim being raised by him.

No doubt the still viable and provable issues are serious. Some determination needs to be made as to how to pursue the issues related to the sexual harassment claims in view of Avalos' responses.

Avalos has now been formally suspended and put on administrative leave and ordered to exercise no authority over the police department. Information regarding this suspension has been distributed to the officers in the department. I understand that media is being prompted to inquire as to his status.

This just gets curiouser and curiouser ...

Just wanted to summarize where we are (or at least where I understand we are) with this matter.

JERRY R. WALLACE

Blanco Ordoñez & Wallace, P.C.

5715 Cromo Drive

El Paso, Texas 79912

Ph: (915) 845-5800, ext. 102

Fax: (915) 845-5555

jwallace@bowlawfirm.com

CONFIDENTIALITY NOTICE: The contents of this e-mail are confidential to the sender and ordinary user of the e-mail address to which it was addressed, and may also be privileged. If you are not the addressee of this e-mail, you may not copy, forward, disclose or otherwise use it or any part of it in any form whatsoever. If you have received this e-mail in error, please advise the sender. Thank you.

FEDERAL TAX ADVICE: Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by you or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without the express prior written permission in each instance of a shareholder of this firm to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein.

MEMORANDUM

Date: May 12, 2011
To: City of Socorro (TX)
From: Alejandro Patiño
Re: Issues related to Jaime Avalos (Chief of Police)

The following were issues that were identified in the City Attorney's documents as they relate to the tenure of Jaime Avalos while he was serving as the Chief of Police for the City of Socorro:

Purchasing issues:

IT services fraudulently billed as employee overtime. In an email sent to the City Manager on 02/17/2011, a copy of Attachment (A) was forwarded. This attachment is a copy of a memorandum from Officer Mario Rodriguez requesting to be reimbursed for working on the Socorro Police Department website as requested by Avalos.

Internet services purchased, paid for but not connected. In an email sent to the City Manager on 02/01/2011, the City Manager was advised that I had found a copy of an unsigned contract for services being provided by Mexus Communications. The City Manager was further informed that the services were to provide a direct link to the county's website through a radio frequency dish that was installed on the roof of the Rio Vista substation. Further, the email advised that while the equipment provided by Mexus Communications had been installed, it was never connected to the Department's equipment. In a review of the procurement file for Mexus, the City had made a \$400 payment to cover services for October/November 2010 and an additional \$200 payment for services in December 2010. Therefore, the City was paying for services that had not been received. A Mexus representative advised that while the company did not have a signed contract with the City or the Department, the service was installed based on the approval by Avalos.

In a subsequent email sent to the City Manager on 02/17/2011, a copy of Attachment (B) was forwarded. This attachment is a proposal submitted by Mexus Communications, dated July 14, 2010 for Internet Access Service and a Service Order Form dated 08/04/2010 listing Jaime Avalos as the point of contact.

TCLEOSE Regulations violations:

Permitted Reserve Officer Beth Alvarez to participate in reserve officer program without TCLEOSE credentials or filing. In a memorandum sent to the City Manager and dated 02/24/2011, it was determined that a Reserve Officer was performing law enforcement duties without the proper licensing by TCLEOSE and the Police Department. A copy of the memorandum that provides the full details is being provided as Attachment (C).

Other officers permitted to participate. In a memorandum sent to the City Manager and dated 02/28/2011, it was determined that a Reserve Officer was performing law enforcement duties without having completed any type of department orientation or field training. A copy of the memorandum that provides the full details is being provided as Attachment (D).

Did not file L-1s, F-5s and F-5rs applications with TCLEOSE. In an email sent to the City Manager on 02/01/2011, the City Manager was advised that after reviewing TCLEOSE training records on officers that were affiliated with the City of Socorro prior to September 2010, I was able to determine that an L1-Appointment of Licensee Application had not been completed for two (2) officers and an F5-Separation of Licensee had not been completed on five (5) officers. In addition, there is no evidence that an F5r-Pre-employment requirement form had been completed for any employees with prior employment with another law enforcement agency.

The State of Texas requires that within 10 days of employment, a copy of the L1 is required to be filed with TCLEOSE. When an employee separates, an F5 is required to be submitted. Based on the names of the personnel, one person had been terminated early in 2010. As related, the F5r form has not been used even though it has been a TCLEOSE requirement since 2005. Specific names of officers can be verified with the Communications Supervisor who processed all discrepancies.

Violations of procedures and regulations regarding property and evidence maintenance. In a memorandum sent to the City Manager and dated 02/24/2011, it was determined that standard property and evidence procedures were not followed. A copy of the memorandum that provides the full details is being provided as Attachment (E).

Signing of a contract without proper authorization. In a memorandum sent to the City Manager and dated 03/02/2011, a determination was made that Avalos entered into a contract with West A Thomson Renters Business without proper authority. A copy of the memorandum that provides the full details, along with a copy of the contract, is being provided as Attachment (F).



Proposal

Socorro Police Department - Rio Vista Sub Station Wireless Internet Service Proposal Updated

July 14, 2010

Re: Wireless Internet Service

Mexus Communication's staff is dedicated to our customers. Through our Service Level Agreement, Mexus will provide you with our "Best in Class Service" and support.

Based on our discussion regarding your requirements, Mexus is proposing the following per location:

<i>Symmetrical Bandwidth Level</i>	<i>MRC</i>	<i>Discounted MRC</i>
3 Mbps Half duplex (1.5 Mbps Download X 1.5 Mbps Upload)	\$299.00	*\$200.00
<i>Setup & Installation</i>	<i>Non Recurring Monthly Fee</i>	<i>Discounted</i>
One Time Charge	\$499.00 / Location	\$0 / Free Installation

*Monthly Recurring Charge is based on a 5 year contract

Please note:

In today's economy, we all want the most for our money. As a result, I would like to offer you the option to pay for the Service in "Fall". With this option, Mexus will bill you for 11 months and you'll receive the 12th month free. A savings of one full MRC!

This Proposal is valid for Thirty (30) days from the above date.

If you need additional information, please do not hesitate to contact me. Thank you for your consideration.

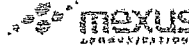
Customer Signature of Acceptance

Date

By signing this quote, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to initiation project.

Attachment (B)

High Speed Wireless Price Sheet & Service Order Form



Purchase of Internet Access Services ("Services") From Mexus Communications

CLIENT INFORMATION:

ORDER # _____
(For office use only)

Installation Address (Please Complete)
 Customer Name: Socorro Police Dept. Contact Person: Jaime Avalos
 Street Address: 600 N. Rio Vista City: Socorro State: TX Zip: 79929
 Phone Number: (915) 972-2142 Fax Number: ()

Billing Address (Please Complete) Tax ID Number: _____
 Customer Name: Socorro Police Dept. Contact Person: _____
 Street Address: 600 N. Rio Vista City: Socorro State: TX Zip: 79929
 Phone Number: () Fax Number: ()

Mexus Communication's staff is dedicated to our customers. Through our Service Level Agreement, Mexus will provide you with our "Best in Class Service" and support.

Products: Service includes 1 static IP and up to 5 Email Accounts. ** Router/Bridge is not included**

Installation Fee: \$499.00 Monthly Fee: \$200.00 Term: 24 months Total: \$200.00

Additional Services:
 Email Accounts: \$2.00/per address/per month
 Static IP Address: \$5.00/per address/per month

Service level selection: 1.5M Mbps/ Mps at the agreed upon monthly rate of \$ 200.00 and
 Installation of \$ 0 for a term of 24 months.

POP3 Email Accounts:

Username/Passwords must be between 4 and 8 characters. Desired username may not be available and substitution may be necessary.

Primary Email Address: N/A @Mexus.net Password: _____
 Secondary Email Address: N/A @Mexus.net Password: _____
 (Additional Email Account Can Be Emailed to support@mexus.net)

Customer IP Information:

CPE MAC Address: _____
 Primary IP Address: _____ Secondary IP Address: _____
 Subnet Mask Address: _____ Mask Address: _____
 Default Gateway Address: _____ Default Gateway Address: _____

Additional Services Selected	Fee	Monthly	Term
<u>N/A</u>			

Payment Information:

- *Installation/ Activation Fees Plus 1st Monthly Fee will be due upon Completion of Installation.
- *We accept Company Checks/Visa/MasterCard/Discover/American Express/Money Orders
- *All Payments are due within 15 days of receipt of Invoice.

Cardholder Information:

Type of Card: _____
 Card Number: _____
 Expiration Date: _____
 Name of Cardholder: _____
 Signature of Cardholder: _____

Bank Information:

Bank Name: _____
 Routing Number: _____
 Checking Acct. Number: _____

X By signing below I, _____ am stating that I have read and agreed to the contract printed on the reverse of this document, and further more that I agree to the terms and conditions that are set forth herein.
 Customer Signature: _____ Mexus Signature: [Signature]
 Date: _____ Date: 8/4/2010

Wireless Access/Lease/Installation Agreement
 Mexus Communications

1012 N. Campbell • Ft. Worth, TX 76107 • TEL: 915.245.6937 (M/W/F) • FAX: 915.581.1245 • Customer Service Toll Free Number • 866.514.8997 (T/W/F)

(FRI) AUG 6 2010 16:40/ST. 16:40/MO. 61602922196 P 2

FROM

Attachment (8)

This Wireless Internet Access and Installation Agreement ("the Agreement") is entered into this day 4 of Aug, 2010 between Moxus Communications, LLC ("Moxus") and Shilpa Enterprises, Inc. ("Client").

- Moxus shall provide Client with a wireless connection to the Internet (the "Connection") with a 15M download speed. In consideration for the Connection, Client shall pay Moxus the sum of \$ 150.00 each month during the term hereof.
- Moxus agrees to lease to Client equipment necessary to establish a wireless Internet connection, specifically, a Subscriber Module, Signal Suppressor, Power Injector, and Ethernet cable during the term of this Agreement. Client shall bear all risk of loss in respect to the Leased Equipment, including, but not limited to damages caused by weather or other conditions existing at Client's location, and Client shall return the Leased Equipment to Moxus in good working order within ten (10) days of the date of any installation of this Agreement.
- Moxus shall provide Client with the labor necessary for the normal installation of wireless Internet equipment at the location set forth in consideration for the installation. Client shall pay Moxus a one-time installation fee of 2499.00, which shall be due upon Client executes hereof.
- Client understands that the installation services included in this contract was limited to the installation of a Subscriber Module, Signal Suppressor (SS), one cable to connect the SS to the SS, and one cable which will run from the SS into the customer location via one (1) hole through an exterior wall of Client's structure. Moxus shall not be responsible for additional installation tasks not specifically listed in this Section 4 which may be deemed desirable or necessary by Client or the installer. Client shall be responsible for the additional charges for any such additional work subsequently requested by Client.
- All Payments for service, lease and for installation should be in the form of Major Credit Card, cash or check. If Client does not return all of the Leased Equipment to Moxus in good working order within (10) days of the date of the termination of this Agreement by either party, Client authorizes Moxus to submit a charge of \$1,000.00 on the Client's account in the amount of the replacement value of the Leased Equipment if not returned.
- Client understands that the Connection operates through an Ethernet connection. The Ethernet card shall be provided and installed by Client, at Client's expense.
- Moxus shall not be responsible or liable for any of the following:
 - *Any obstruction(s) that might be erected or grow between the antenna at Client's location and the FCP which causes degradation to loss of service.
 - *Dishes or ice on the antenna located at Client's location.
 - *Upon Termination of Contract all repair or restoration of any structure or surface damaged or penetrated by Moxus during the installation or removal of antenna.
 - *rust, blood, water or any other Moxus Equipment located at Client's location.
- Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the FCP and the antenna located at Client's location may block signal and cause the failure of the Connection. In the event that outage occurs, Moxus will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service in excess of that time. If service cannot be restored within fifteen (15) days of Client's notice to Moxus of a service interruption, either party may terminate this Agreement. Upon any termination of this agreement, Moxus will be responsible for the proceeds of the equipment. Client shall receive a refund of a pro rata portion of its activation fee for any period in excess of forty (40) days that Client has paid for service, but the Connection was not operational.
- Client acknowledges that all fees are non-refundable after the Connection becomes operational (the "Activation Date").
- Permitting and Compliance Approval. It shall be Client's responsibility to obtain any required permits or approvals for the installation of Moxus Equipment on property owned by Client. _____ Signatures of Landlord for Approval.
- The term of this Agreement shall commence on the Activation Date and shall end _____ months after such date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of equal length to the initial term. Moxus may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least (30) days prior to the beginning of any renewal term of such a rate change.
- Client will be invoiced monthly in advance for all amounts due and owing to Moxus. All payments are due within 15 days after the date of each invoice. Client's use of the Connection may be suspended if payment is not received by Moxus within thirty (30) days of the date of such invoice. Payments shall be made at, or mailed to Moxus at 1012 N. Campbell, El Paso, Texas 79902, or at any alternative address as Moxus may subsequently advise Client of.
- Client represents and warrants to Moxus that the Leased Equipment shall at all times, prior to its return to Moxus, be located at the installation address.
- The Connection is intended solely for use within the Client to which it is originally installed. Client may not share the connection with other locations, unrelated parties, other business entities or their employees. Reselling Internet services obtained through the Connection is strictly prohibited.
- If Client terminates this Agreement anytime after implementation, but expiration, Client will pay a lump sum of \$650.00 for Early Termination of the Agreement.
- Though the Connection provides Client access to the Internet, Client hereby acknowledges that the Internet is a separate and independent network of computers, which is not owned, operated, or managed by Moxus or in any way affiliated with Moxus or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond Moxus' authority and control.
- The Connection and Moxus network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material prohibited by state, federal, or material that is otherwise deemed to be proprietary or judged by Moxus to be inappropriate or improper, such as transmitting bulk e-mail messages, or using a peer-to-peer network.
- Moxus makes no warranty, express or implied, including but not limited to, that the Connection is suitable for a particular purpose. Moxus shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, however caused. Use of any information obtained through Moxus's network shall be at Client's own risk. Moxus specifically disclaims any and all responsibility for the accuracy or quality of information obtained through the Connection.
- Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electrical breakdowns, may result in temporary impairment or interruption of service. As a result, Moxus does not guarantee continuous or uninterrupted service and reserves its right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold Moxus and its directors, officers, employees, and agents harmless from any and all obligations, damages, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement. Client consents to the periodic monitoring of Client's use of the Connection and Moxus's network by Moxus as may be reasonably required by Moxus to conduct its quality control activities.
- Upon the occurrence of a breach of Client of any provision hereunder, Moxus reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client immediately.
- Client agrees to pay all costs incurred by Moxus in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including but not limited to, reasonable attorney fees.
- This Agreement is deemed to be entered into in the State of Texas and the parties agree that any dispute arising under this Agreement shall have its venue in El Paso, Texas and any such dispute shall be governed by and construed in accordance with the laws of the State of Texas.
- Moxus may assign this Agreement without Client's prior consent and all of Moxus's rights, title and interest shall pass to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of Moxus. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however in any of its sales and marketing materials Moxus may refer to Client as its customer.
- Client agrees to indemnify and hold Moxus harmless for any losses or damages sustained during or as a result of the installation of the Leased Equipment by Client or by any agent of Client.
- If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those on which it is held invalid, shall not be affected thereby.
- All notices, elections and waivers required or permitted by this Agreement shall be in writing and shall be served, unless otherwise provided, on the person or their respective attorneys, if any personally, by mail with postage prepaid and deposited into the United States mail, by certified mail, return receipt, or by electronic mail at the addresses set forth below. If mailed or transmitted as a facsimile, telex, electronic, and whatever shall be deemed given on the date of such mailing or transmission (except as otherwise provided herein.)
- This Agreement contains the entire understanding between and among the parties and supersedes any prior understanding and agreements among them respecting the subject matter of this Agreement.

Moxus Communications, LLC
1012 N. Campbell • El Paso, TX 79902 • TEL: 915.843.0797 (MEX) • FAX: 915.843.1245 • www.moxus.com

(FR) AUG 6 2010 18:40/ST.16:40/NO. 6180322496 P 8

FROM

Attachment (8)



MEMORANDUM

Date: February 24, 2011

To: Manny Soto, City Manager

From: Alejandro Patiño, Law Enforcement Consultant

Re: Status of Reserve Officer Beth Alvarez

Sometime during the latter part of January 2011, a determination was made that Reserve Officer Beth Alvarez was not on the Socorro Police Department's roster with the Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) even though Officer Alvarez had been reporting for duty in a reserve status since January 2010. TCLEOSE serves as the regulatory agency for all peace officers licensed in the state of Texas. After conducting further research, it was determined that the last action the department took on behalf of Officer Alvarez was an F5/Separation of Licensee form which was dated 01/20/2010.

In a subsequent conversation with a TCLEOSE representative, it was determined that the department should have immediately submitted an LI/Appointment of Application form indicating that Officer Alvarez was now affiliated with the department as a Reserve Officer. This action never occurred. Therefore, since January 2010, Officer Alvarez did not have standing to be serving as a peace officer since she did not have an appointment with any agency to do so.

The department has now instructed Officer Alvarez to cease reporting for duty. We have asked her to assist us in documenting the dates and times that she has reported for duty since January of 2010. If we can substantiate that she has been reporting on a regular basis, it is our intent to petition TCLEOSE with a request to allow the department to submit an LI form retroactive to the January 20, 2010 date.

If you have any questions regarding the information provided, I am available at your convenience.

To: Manny Soto, City Manager

Page 1

Attachment (c)



MEMORANDUM

Date: 02/28.2011

To: Manny Soto, City Manager

From: Alejandro Patiño, Law Enforcement Consultant

Re: Reserve Police Officer Damaso Portillo III

Be advised that during a meeting with Reserve Officer Damaso Portillo this last Friday (02/25), he advised that he has been with the Socorro Police Department for about six years as a reserve officer. Portillo is currently an employee with the City of El Paso as a bus driver. This information was verified with employee's file which indicated that he affiliated with the department on 05/06/2005.

During the conversation, Reserve Officer Portillo admitted that he has not completed any type of department orientation or field training program since his affiliation. Portillo also admitted that he has been riding "solo" for a number of years in which he has made arrests, issued citations and patrolled the city of Socorro. This information is also supported by the fact that Portillo has not been issued a Basic Peace Officer certificate by the Texas Commission on Law Enforcement Standards and Education (TCLEOSE). TCLEOSE serves as the regulatory agency for all peace officers licensed in the state of Texas.

Reserve Officer Portillo was recently identified by Judge Alejandro Vidales as not having shown up for a court case involving citations that Portillo issued. During my meeting with Portillo, he was advised that he would no longer be allowed to patrol by himself and that he would not make any arrests or issue citations until further notice.

If you have any questions regarding the information provided, I am available at your convenience.

cc: Human Resources

To: Manny Soto, City Manager

Page 1

Attachment (D)



MEMORANDUM

Date: February 24, 2011
To: Manny Soto, City Manager
From: Alejandro Patifio, Law Enforcement Consultant
Re: Police Department Evidence Inventory

On February 19, 2011, A/Sergeant D. DeAnda, Detective J. Varela, Officer E. Keene and myself began an initial assessment with regards to evidence in the custody of the Socorro Police Department. During this assessment, the following was determined:

- while an electronic database (MS Excel spreadsheet) does exist, there is no evidence that the database has ever been reconciled with actual property and evidence in custody;
- a significant number of cases were found to have no correlating criminal case number;
- a number of cases were found to include large quantities of narcotics;
- a number of cases were found to include firearms;
- a number of cases were found to include personal property;
- there was no evidence that any type of turnover was made between any of the previous employees assigned to the Property & Evidence Custodian position.

In further research, I was able to determine the following with respect to personnel being assigned to the Property & Evidence Custodian position:

- employee Manuel Martinez was assigned to this position up until on or about July 2009 when he submitted a letter of resignation;
- from approximately July 2009 to September 2009, Sergeant Refugio Orta was assigned to this position;
- from approximately September 2009 to September 2010, employee Yesenia Verduzco was assigned to this position during which time she stated that she conducted an inventory of drug cases only;
- from approximately September 2009 to present, Officer Elena Keene has been assigned to this position.

To: Manny Soto, City Manager

Page 1

Attachment (e)

Based on the information provided above, there are two significant concerns. First, based on a verbal statement by employee Verduzco, there appears to be narcotic evidence that is missing from the time she was relieved from the position. Secondly, there was no official turnover from one employee to another for property and evidence that was in custody during these changes of personnel. Therefore, the chain-of-custody, specifically for the evidence, has been compromised.

In response to the first concern, we have initiated an investigation to determine if, in fact, there is any narcotics missing. In response to the second concern, the department has started on a complete reconciliation of all property and evidence but giving priority to narcotic and firearms cases. During this reconciliation, we will be able to determine what property and evidence can be disposed or returned back to its owner(s). Upon completion of the reconciliation, we will then like to consult with the City's Attorney to discuss how best to approach the situation in which the chain-of-custody for evidence has been compromised. Additional recommendations will be made at that time.

If you have any questions regarding the information provided, I am available at your convenience.



MEMORANDUM

Date: March 1, 2011

To: Manny Soto, City Manager

From: Alejandro Patifio, Law Enforcement Consultant

Re: Vendor Services ICO West A. Thomson Renters Business.

On March 1, 2011, I came upon a copy of a contract for a technology search engine that is currently being provided by West A. Thomson Renters Business. Upon reviewing the vendor file, I was able to determine that the service was contracted on July 20, 2009 by Jaime A. Avalos, Chief of Police. The initial cost of the service was \$484.00 with a monthly service cost of \$145.20. The service provides search tools that access comprehensive, current information, including cell phone and VoIP data. In discussing the use of the service with the Communications Supervisor, he stated that while a number of dispatchers have access to the service, the service is used very infrequently by the officers and detectives.

As a side note, I recently made contact with Eddie Ortega, Director for the HIDTA (High Intensity Drug Trafficking Areas) Intelligence Center. The purpose of the contact was to establish a liaison for the use of services by the Intelligence Center which includes similar services offered by West Thomson, if not the same. All services provided by the Intelligence Center are free to area law enforcement agencies.

I have attached a copy of the original purchase order dated 07/19/2009, copies of the last three receiving reports for November, December of 2010 and January of 2011; a copy of the signed contract; and a vendor reference release form.

If you have any questions regarding the information provided, I am available at your convenience.

To: Manny Soto, City Manager

Page 1

Attachment (F)

West Government Services ("WEST")
 West Order Form
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

**WEST GOVERNMENT SERVICES
 SUBSCRIBER APPLICATION, ORDER FORM AND SERVICE AGREEMENT**

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR APPLICATION
 To submit your form:

1. Please type or print all information requested and fax to 651.233.4676
2. For questions, please call: Representative Name Dario Coche Phone 617.571.4224 ID# 1087778

The information submitted on this Subscriber Application, Order Form and Service Agreement ("Agreement") will be used to determine eligibility in accessing information provided by West Government Services ("West"). West reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against West and/or its employees or officers. Additionally, the applicant hereby authorizes West to independently verify the information provided herein.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)				
PURCHASE ORDER #:				
AGENCY NAME: Socorro Police Department				
MAIN OFFICE PHONE (NOT EXT.): 915.858.6983		MAIN FAX: 915.859.9534		WEBSITE (IF APPLICABLE):
CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED): 670 Poona Rd				
CITY: Socorro			STATE: TX	ZIP CODE: 79927
IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW				
PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):				
CITY:			STATE:	ZIP CODE:
INDUSTRY TYPE (CHECK ONE - THE NUMBER DESCRIBES YOUR ORGANIZATION)				
<input checked="" type="checkbox"/> LAW ENFORCEMENT	<input type="checkbox"/> FEDERAL GOVERNMENT	<input type="checkbox"/> STATE GOVERNMENT	<input type="checkbox"/> LOCAL GOVERNMENT	<input type="checkbox"/> OTHER (SPECIFY):
HOW WILL YOU BE USING THE INFORMATION PROVIDED THROUGH OUR SERVICE? LOCATE PEOPLE				
WHAT IS THE NATURE OF YOUR AGENCY? INVESTIGATIONS				
DOES YOUR BUSINESS REQUIRE ACCESS TO FULL SSN, DOB AND/OR DL#? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

ACCOUNT CONTACT INFORMATION		
LAST NAME: Avalos		FIRST NAME: JAIME
TITLE: Interim Chief of Police		PHONE (NOT CELL PHONE): 915.858.6983
CELL PHONE (IF APPLICABLE):		E-MAIL: javalos@socorropolice.org
ARE YOU AUTHORIZED BY YOUR AGENCY TO ORDER REPORTS ON THEIR BEHALF: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
BILLING INFORMATION		
BILLING CONTACT NAME: Jaime Avalos		
TITLE: Interim Chief of Police		E-MAIL: javalos@socorropolice.org
BILLING ADDRESS: 670 Poona Rd		
CITY: Socorro		STATE: TX
PHONE: 915.858.6983		ZIP CODE: 79927
FAX: 915.859.9534		E-MAIL:

Attachment (F)

West Government Services Products

Fixed Rate Pricing

Product	# of Users	Monthly Fixed Rate	Other	Total Monthly Charges
CLEAR Investigator	1	\$121.00		121.00

Total Monthly Charges: \$121.00

Total Monthly Charges ("Charges") begin on the first of the month following the date that West processes Subscriber's order and fully credentials Subscriber ("Activation Date") and continue for a minimum of 12 months ("Minimum Term"). If the subscriber elects a longer Minimum Term the Charges will be billed as set forth herein. Upon conclusion of the Minimum Term, Charges are billed thereafter at up to then-current rates. Charges (after the Minimum Term) may be modified as set forth in the Service Agreement.

____ Subscriber's Initials for 24 Month Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Charges for the second 12 months not to increase by more than ____% over the Charges for the initial 12 months.

____ Subscriber's Initials for 36 Month Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Charges for the second 12 months not to increase by more than 5% over the Charges for the initial 12 months and the Charges for the third 12 months not to increase by more than 5% over the Charges for the second 12 months.

Gateway Capping: West will review Subscriber's actual monthly charges based upon then-current usage charges. In the event Subscriber's actual charges during a month exceed the then-current fixed rate monthly charges by more than three times, West may limit access to live gateways for the remainder of the month.

Additional Provisions

1. Multiple Locations/Branches/Subsidiaries

In the event that you will be accessing the services from multiple locations, branches, or subsidiaries, please check the foregoing box and complete the Addendum to West Government Services Order Form - Multiple Location/Branch/Subsidiary Form.

2. Logging of Accounts

Authorized law enforcement agencies may request that account log in information be "blind logged". If you have questions regarding this option, you may contact your account representative. Authorized law enforcement agencies choosing blind logging initial where indicated for Blind Logging. All other entities should initial where indicated for Standard Logging.

____ Standard Logging
 Blind Logging (THIS CHOICE IS PERMITTED FOR AUTHORIZED LAW ENFORCEMENT AGENCIES ONLY)

CA If you initiated Blind Logging as a law enforcement agency, you may request that access be limited to certain IP addresses that you identify. By initialing the following box, you are requesting that access be limited to certain IP addresses.

If you elected Standard Logging or Blind Logging limited to certain IP addresses, please provide below the internet protocol (IP) address, addresses or range of IPs. If you have multiple IP addresses, please provide each IP address. Or, if your IP address is a contiguous range of IP addresses, please provide the full range. Failure to provide all IP addresses may result in problems accessing data.

If you do not know your company's IP address(es), try the following:

1. Contact your network administrator, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Log on to www.whatismyip.com (NOTE: If you have multiple IP addresses, this tool will only detect one IP address.)

Attachment (F)

SERVICE AGREEMENT

This Agreement is entered into between West Government Services and its affiliates and subsidiaries ("WEST"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** WEST provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to WEST the applicable rates and charges set forth herein. If you are an existing customer, AutoTrackXP services will not be available after September 30, 2009.
2. **PERFORMANCE.** WEST will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS.** Subscriber acknowledges and understands that WEST will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with WEST internal credentialing procedures, including completion of a Vendor Reference Release Form. Subscriber shall notify WEST immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, WEST may terminate this Agreement.
4. **CHARGES TO SUBSCRIBER.** Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable thirty (30) days from the date of invoice. If payments are past due more than thirty (30) days from the date of invoice, WEST may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by WEST through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.
5. **OWNERSHIP.** Subscriber acknowledges that WEST and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify WEST of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall keep confidential and not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that WEST is providing data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on data or results provided by WEST. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any WEST Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the Federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any WEST data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable and will certify its permissible purpose to WEST.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any WEST data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable and will certify its permissible purpose to WEST.
10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from WEST, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 1. Subscriber shall not use any WEST-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by WEST, Subscriber shall complete any state forms that WEST is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. WEST (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
11. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of WEST's Services through any methods, including unauthorized access through or to Subscriber's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Subscriber agrees that WEST may temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of Subscriber's use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, WEST may immediately terminate this Agreement without notice or liability of any kind.
12. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with WEST. Subscriber shall manage all Account ID's, and notify WEST promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of WEST with respect to account maintenance as same may be communicated to Subscriber from time to time.
13. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that WEST data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to WEST. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a

Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event and shall bear all additional costs associated with resolving the Security Event.

14. **CHANGES IN USE OR ACCESS.** WEST may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of or access to the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in WEST policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by WEST of such restrictions, Subscriber agrees to comply with such restrictions.
15. **INVESTIGATIONS.** Subscriber agrees to cooperate fully with any and all investigations that WEST may conduct as a result of an actual or alleged breach of this Agreement. Violations discovered in any review by WEST will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
16. **TERM OF CONTRACT.** This Agreement may be terminated by WEST without cause by providing thirty (30) days written notice to Subscriber. Any provision or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.
17. **INDEMNIFICATION.** Except as otherwise prohibited by law, Subscriber hereby agrees to protect, indemnify, defend and hold harmless WEST and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any third party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement.
18. **LIABILITY/WARRANTY.** NEITHER WEST NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR THIRD PARTIES' NEGLIGENCE ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON WEST OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST WEST AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. WEST AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. WEST AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL WEST OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.
19. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of WEST.
20. **PUBLICITY.** Subscriber will not name WEST or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding WEST or Subscriber's use of the Services.
21. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between WEST and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as WEST shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of Minnesota.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the Subscriber listed above. Further, I certify on behalf of such Subscriber, that the above statements are true and correct and agree for the Subscriber to the terms and conditions set forth in the Agreement.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WEST GOVERNMENT SERVICES
VENDOR REFERENCE RELEASE

As part of our credentialing process, we are contractually required by our data partners to gather certain information regarding our customers to ensure that we're providing data only to legitimate businesses. To do that, we may need to contact a vendor that you use to verify your business relationship with the vendor. This form serves as written consent giving permission for ChoicePoint, our credentialing partner, to contact your listed vendors.

1. Complete the following information for your company. Be sure to include your signature:

Date: 07/21/09 Account Number: _____
Company Name: CITY OF SOGUEO POLICE DEPARTMENT
X Signature: [Signature]
Print Name: JAMES A. HOLMES
Title: Interim Chief of Police

2. Please list at least 1 current Business to Business Vendor Reference for verification:

Company Name: PRONTO AUTO Contact: JUAN MORENO
Address: 10551 ALAMEDA
Phone: 915-227-5653 Fax: 915-859-7213
Email Address: agvickjuan@aol.com
Account Number (if applicable): _____

Company Name: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Email Address: _____
Account Number (if applicable): _____

3. Please return this form with your service agreement or fax this completed form to: (678-893-9732)
The sole use of this information is for credentialing purposes only. This information will not be sold to or shared with outside businesses or be used in any of our data products or for any marketing purposes.

FOR COMPLETION BY BUSINESS TO BUSINESS VENDOR

The company listed in #1 (above) has provided your name as a business reference. Please complete and sign this section of the form and fax it to: _____

Vendor contact name (printed): JUAN MORENO
Vendor signature: [Signature]

Do you have a business relationship with the company shown above? (Please check one) Yes No

Confidentiality Notice: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by return fax.

Sandra Hernandez

From: Jerry Wallace <JWallace@bowlawfirm.com>
Sent: Thursday, July 11, 2013 10:29 AM
To: citymanager@ci.socorro.tx.us; mreyes729.mr@gmail.com
Cc: Sandra Herenandez; atlarge@ci.socorro.tx.us; mayor@ci.socorro.tx.us
Subject: RE: Investigation Report/ Privileged and Confidential Attorney Work Product

Ms Reyes;

There was no report completed in this matter because the investigator couldn't interview a number of witnesses because they had lawsuits pending against the city and refused to testify and because the primary issues were resolved by litigation discovery testimony and tape recordings obtained in the sexual harassment litigation filed by the two complaining ladies. This included two of the three women that were implicated in the sexual harassment charges that was the core of the investigation.

The primary thrust of the investigation was sexual harassment complaints filed with the EEOC by two police employees, one a police officer and another who was a dispatcher. Another dispatcher was pulled into the matter even though she had made no complaint based on a complaint she had made years earlier and which had been resolved. The other major issue was whether the sexual harassment complaints that the ladies claimed they had made almost a year earlier had ever been reported to HR by the Police Chief as required by city policy. There were a host of administrative allegations submitted by the former police consultant employed to assist in administration while Avalos was on leave--most of these allegations were determined not to be supported because the information submitted by the consultant wasn't well documented and didn't seem to be worth the effort of the investigation, other than to question Chief Avalos about them.

The reason the polygraphs were so much of a concern was the potential of the ladies to claim retaliation for being polygraphed in response to their complaint. The polygraphs also seemed to violate Texas law which prohibits requiring individuals to be subjected to polygraph if there is any other way to obtain the information needed and sets forth specific steps to complete the process--none of which appeared to have been observed in this case. It seemed illogical that the ladies were polygraphed and the officers implicated as the harasser (Orta) and those who refused initially to do anything about the ladies complaints were not subjected to the polygraphs.

Mr. Webb did interview numerous witnesses including as I remember former Police Chief Avalos (perhaps on two occasions); one of the police dispatchers (the one who had not made a complaint but was ordered to take the polygraph anyway) whose name I can't recall; the polygrapher that did the exams on the three ladies; Rebecca Gandara who was involved (living with a romantic relationship) with former police officer Yalda during the time Yalda was complaining of sexual harassment; and perhaps others that I do not recall. Those interview transcripts or tapes should be in the HR department records--I'm not sure if all were transcribed.

Mr. Webb determined that he couldn't complete the investigation without the testimony of the witnesses who refused to testify.

In the subsequent discovery testimony in the litigation, a police Lieutenant stated he ordered the polygraph exams of the women who complained of sexual harassment. Moreover Chief Avalos revealed that he had told the former City Manager, Mr. Soto, that he was conducting a sexual harassment investigation. This was during a discussion of other matters apparently in a tense encounter and Soto did not understand that it was an internal personnel investigation as opposed to a police criminal investigation. Nevertheless it did reveal that Avalos had informed city administration of a sexual harassment investigation.

Moreover, the more than five hours of tape recordings produced by Yalda and revealed by the TML defense attorneys revealed that there was no basis for Yalda's sexual harassment claim, at least based on the recorded conversations she had with other officer(s).

We were tasked with finding a retired agent to do this investigation. I contacted at least a half dozen agents, and everyone had some type of a real or perceived conflict, having been involved in investigations involving the city of Socorro, such as the PZ employee who embezzled building permit fees and investigations of other complaints. The individual who I believed would have been a good fit for the task was a retired chief division counsel for the El Paso FBI office (the lawyer for the El Paso FBI Division). He seemed to be very interested at first but then decided he might have a conflict--I believe the real issue was he didn't want to get tied down away from work on his vacation home in the mountains--but nevertheless he along with the others turned us down.

I had know of Mr. Webb for years and knew of his reputation as an excellent supervisory agent hardnosed and strict but fair--although he is not a lawyer he was a supervisory agent and understood internal personnel investigations of harassment complaints. Problem is I hadn't seen him in a number of years and didn't realize the poor state of his health. Even he initially was not receptive and contacted a mutual friend to find out if we were legit. After the first couple of interviews, and at the request of the TML defense lawyers who were involved in the investigation because of the sexual harassment claims of the two ladies, I ended up doing much of the interview questioning so we could be sure they got the information they needed and Mr. Webb could observe and receive the information he needed.

Once the issue of the ordering of the ladies to take the polygraph exams and the issue of informing the city administration of the sexual harassment complaints were resolved further pursuit of the investigation didn't seem justified.

Jerry

JERRY R. WALLACE
Blanco Ordoñez Mata & Wallace, P.C.
5715 Cromo Drive
El Paso, Texas 79912
Ph: (915) 845-5800, ext. 102
Fax: (915) 845-5555
jwallace@bomwlaw.com

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

From: citymanager@ci.socorro.tx.us [mailto:citymanager@ci.socorro.tx.us]
Sent: Thursday, July 11, 2013 9:04 AM
To: mreyes729.mr@gmail.com
Cc: Sandra Herenandez; atlarge@ci.socorro.tx.us; mayor@ci.socorro.tx.us; Jerry Wallace
Subject: RE: Investigation Report

Good morning Ms. Reyes:

Please be advised that I do not have a report nor have I reviewed a report from Mr. Webb on Chief Jaime Avalos. You may have to make this request to the City Attorney who may be aware of such a report. I will forward this e-mail to the city Attorney for a response. If you have any questions, please feel free to contact me. Thank you.

Willie Norfleet

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

From: "mreyes729.mr@gmail.com" <mreyes729.mr@gmail.com>

Sent: Wednesday, July 10, 2013 4:12pm

To: "citymanager@cl.socorro.tx.us" <citymanager@cl.socorro.tx.us>

Cc: "Sandra Herenandez" <cityclerk@cl.socorro.tx.us>, atlarge@cl.socorro.tx.us, "mayor@cl.socorro.tx.us" <mayor@cl.socorro.tx.us>

Subject: Investigation Report

Mr. Norfleet,

I have requested on numerous occasions a report on the findings by Ex-FBI agent Mr. Webb on Chief Jaime Avalos. If I am correct this would be my fifth request. Please reply, by tomorrow no later than 1pm.

Mrs. Reyes

MEMBERS PRESENT:

Trini López
Guillermo Madrid, Jr.
Mary B. García
María Reyes
Jesús Gandara Jr.

MEMBERS ABSENT:

Gloria M. Rodríguez

STAFF PRESENT:

Alejandro Vidales, Jr., Acting City Manager
Manuel Rubio, City Clerk
Olivia Navarro, Assistant City Clerk
Sam Leony, Planning & Zoning Director
Jerry Wallace, City Attorney

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by *Mary B. Garcia*

3. ESTABLISHMENT OF QUORUM

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

4. PUBLIC COMMENT

Juan Castaneda and Ralph Duran spoke during Public Comment

PUBLIC HEARING:

- 5. PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS RELATING TO APPROVAL OF TAXATION OF GOODS-IN-TRANSIT THAT ARE OTHERWISE EXEMPT FROM TAXATION AS PERMITTED BY TEXAS TAX CODE SECTION 11.253. A. VIDALES, JR.**

Public Hearing opened at 6:07 p.m.

No speakers

Public Hearing closed at 6:07 p.m.

A motion was made by Jesus Gandara, Jr. seconded by Guillermo Madrid, Jr. *to move up items number eight (8), nine (9), ten (10), eleven (11), twenty-five (25) and thirteen (13) in this order.* Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

REGULAR AGENDA:

- 8. SECOND READING AND ADOPTION ON AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS RELATING TO APPROVAL OF TAXATION OF GOODS-IN-TRANSIT THAT ARE OTHERWISE EXEMPT FROM TAXATION AS PERMITTED BY TEXAS TAX CODE SECTION 11.253.**

A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *approve item number eight (8).* Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

- 9. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING ON AN ORDINANCE REAPPORTIONING CITY COUNCIL SINGLE MEMBER DISTRICTS FOR THE CITY OF SOCORRO, TEXAS.**

A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr., seconded by Guillermo Madrid, Jr., *to approve item number nine (9).* Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

- 10. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING ON AN ORDINANCE/RESOLUTION CHANGING THE DATE FOR CITY OF SOCORRO GENERAL ELECTIONS, ESTABLISHING STAGGERED TERMS OF OFFICE AND EXTENDING TERMS OF OFFICE AS AUTHORIZED BY TEXAS SENATE BILL 100.**

A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr. seconded by Guillermo Madrid, Jr. to *approve item number ten (10).* Motion carried with Guillermo Madrid, Jr. Mary B. Garcia and Jesus Gandara, Jr. voting aye and Maria Reyes voting nay, and Gloria M. Rodriguez, absent. Motion passed.

- 11. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS REGULATING NUISANCES AND LOUD NOISES WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SOCORRO, TEXAS.**

A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *approve item number eleven (11).* Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

A motion was made by Jesus Gandara, Jr. seconded by Mary B. Garcia to *move into Executive Session*. Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:15 P.M.

DURING EXECUTIVE SESSION TWO INTERVIEWS WERE HELD FOR THE HUMAN RESOURCES DIRECTOR

THE CITY COUNCIL RECONVENED BACK IN SESSION AT 7:21 P.M.

25. DISCUSSION AND ACTION ON SELECTION OF HUMAN RESOURCES DIRECTOR. A. VIDALES, JR.

A motion was made by Maria Reyes seconded by Jesus Gandara, Jr. to *approve the City Manager's recommendation to hire Jose Rocha as the Human Resources Director*. Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *move into Executive Session*. Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:22 P.M.

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED BACK IN SESSION AT 7:58 P.M.

13. DISCUSSION AND ACTION TO APPROVE HUMAN RESOURCES CONSULTING AGREEMENT. A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr. seconded by Mary B. Garcia to *approve Lisa Meador as the Human Resources Consultant at \$50.00 an hour as compensation and to remove any verbiage pertaining to maximum compensation*. Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

26. ADJOURN

A motion was made by Jesus Gandara, Jr., seconded by Mary B. Garcia to *adjourn at 8:00 due to inclement weather*. Motion carried with Guillermo Madrid, Jr., Mary B. Garcia, Maria Reyes and Jesus Gandara, Jr. voting aye, and Gloria M. Rodriguez, absent. Motion passed.

**THE FOLLOWING ITEMS WERE NOT TAKE UP DUE TO ADJOURNMENT OF
THE MEETING**

CONSENT AGENDA:

6. **APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF 11/3/11 AND 11/17/11, AND SPECIAL COUNCIL MEETING MINUTES OF 11/10/11.**
A. VIDALES, JR.
7. **DISCUSSION AND ACTION ON PROPOSED REZONING OF TRACT 19-E, BLOCK 27, SOCORRO, GRANT FROM C-2 GENERAL COMMERCIAL TO A COMBINATION OF C-2/R-3 HIGH DENSITY RESIDENTIAL. PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL WITH THE CONTINGENCY THAT THE LOT BE SPLIT.**
A. VIDALES, JR.

REGULAR AGENDA:

12. **DISCUSSION AND ACTION TO RECONSIDER PREVIOUS ACTION OF CITY COUNCIL AND REZONE TRACT 1-A-41 AND 1-A-44 LEIGH CLARK SURVEY, EL PASO COUNTY TEXAS (1.98) AC.) (11300 GATEWAY EAST) FROM UNCLASSIFIED TO M-1 LIGHT INDUSTRIAL AND TO APPROVE CONTRACT IMPOSING RESTRICTIVE COVENANTS FOR SAID PROPERTY.**
A. VIDALES, JR.
14. **DISCUSSION AND ACTION TO AWARD THE CONTRACT FOR HMAC/TAC EMULSION/BASE MATERIALS BID.**
A. VIDALES, JR.
15. **DISCUSSION AND ACTION ON SPEED HUMPS PROJECT AT SOYA DRIVE BETWEEN LYDIA RD., AND JO WAY, COUNTRY GREEN SUBDIVISION. PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL BUT ADVISED TO MAKE SOME SIGNALIZATION CHANGES.**
A. VIDALES, JR.
16. **DISCUSSION AND ACTION ON APPROVAL OF CERTIFICATE OF APPROPRIATENESS ON SIGNAGE OF LOT 20, BLOCK 10, FRIEDMAN ESTATES UNIT ONE SUBDIVISION.**
A. VIDALES, JR.
17. **DISCUSSION AND ACTION ON APPROVAL TO WAIVE FEES FOR SWAP MEET EVERY SATURDAY MORNING AT THE PROPERTY AT LOTS 1 TO 3 AND 16 TO 18, BLOCK 2, POOLE SUBDIVISION.**
A. VIDALES, JR.
18. **DISCUSSION AND ACTION ON APPROVAL OF SPEED HUMPS PROJECT AT VALLE DEL MAR DR. PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL WITH THE RECOMMENDATION TO INSTALL 3-WAY STOPS, SPEED LIMIT SIGNS AND INCREASE POLICE PRESENCE. A STUDY CONDUCTED BY THE POLICE DEPARTMENT IS ALSO RECOMMENDED IN THREE MONTHS TO DETERMINE IF SPEED HUMPS ARE NECESSARY.**
A. VIDALES, JR.
19. **EXCUSE ABSENT COUNCIL MEMBERS.**
A. VIDALES, JR.

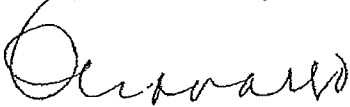
EXECUTIVE SESSION:

OPEN SESSION:

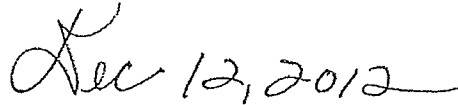
23. **DISCUSSION AND ACTION ON LEGAL ADVICE RECEIVED BY LEGAL COUNSEL IN EXECUTIVE SESSION.**
A. VIDALES, JR.
24. **DISCUSSION AND ACTION ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION.**
A. VIDALES, JR.



Mary B. Garcia, Mayor Pro Tem



Olivia Navarro, Assistant City Clerk



Date when minutes were approved

6. PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS REGULATING NUISANCES AND LOUD NOISES WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SOCORRO, TEXAS.

A. VIDALES, JR.

Public Hearing opened at 4:02 p.m.

No Speakers

Public Hearing closed at 4:02 p.m.

A motion was made by Gloria M. Rodriguez seconded by Jesus Gandara, Jr. to *pull items seven (7), eight (8), ten (10) and eleven (11)*. Motion carried with Guillermo Madrid, Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye, Mary B. Garcia and Maria Reyes, absent. Motion passed.

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *move up items twelve (12), thirteen (13) and fourteen (14)*. Motion carried with Guillermo Madrid, Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye, Mary B. Garcia and Maria Reyes, absent. Motion passed.

REGULAR AGENDA:

12. SECOND READING AND ADOPTION ON ORDINANCE REAPPORTIONING CITY COUNCIL SINGLE MEMBER DISTRICTS FOR THE CITY OF SOCORRO, TEXAS. A. VIDALES, JR.

A motion was made by Jesus Gandara, Jr., seconded by Gloria M. Rodriguez to *approve item number twelve (12)*. Motion carried with Guillermo Madrid, Jr. Gloria M. Rodriguez and Jesus Gandara, Jr. voting aye and Mary B. Garcia and Maria Reyes, absent. Motion passed.

13. SECOND READING AND ADOPTION ON AN ORDINANCE/RESOLUTION CHANGING THE DATE FOR CITY OF SOCORRO GENERAL ELECTIONS, ESTABLISHING STAGGERED TERMS OF OFFICE AND EXTENDING TERMS OF OFFICE AS AUTHORIZED BY TEXAS SENATE BILL 100. A. VIDALES, JR.

A motion was made by Guillermo Madrid, Jr. to *approve item number thirteen*. No second, motion died.

A motion was made by Jesus Gandara, Jr. seconded by Guillermo Madrid, Jr., to *adopt and approve the ordinance with the following corrections: Change dates in Sections 4 and 5 to November 2013 Uniform Election Date and November 2014 Uniform Election date respectively*. Motion carried with Guillermo Madrid, Jr., Gloria M. Rodriguez and Jesus Gandara, Jr., voting aye and Mary B. Garcia and Maria Reyes, absent. Motion passed.

Socorro, Texas

Redistricting Assessment

Based on 2010 Census

Compiled by

Sites Southwest
4110 Rio Bravo, Suite 217
El Paso, TX 79902

Exhibit "A"

I. Introduction

Since 2000, the City of Socorro population has increased from 27,759 to 32,013. The purpose of this report is to analyze the impact of growth in the City on City Council districts, with the goal of maintaining an apportionment of population among Council districts that is consistent with the requirements of the Texas Constitution and Federal Statutes. The analysis is to determine if reapportionment is necessary in order to comply with the one man, one vote standard set by Reynolds v. Sims.

The basic standard for the maximum acceptable population deviation is that the combined deviation of the most populous district and the least populous district from the ideal district population may not exceed 10 percent, and all the other district populations must fall within that narrow range. "Ideal district population" is the population a district would have if all districts in a plan have equal populations, and it is determined by dividing the total City population by the number of districts in the plan.

II. 2010 Demographic Breakdown for Existing Council Districts

The City of Socorro has four Councilor representing single member districts and one at-large Councilor. The population distribution between the four single member districts was calculated by aggregating Census block data as shown in Table 1.

Table 1. 2010 Population By Current City Council Districts

	District 1	District 2	District 3	District 4
Total Population	6,917	11,655	6,713	6,728
Hispanic	6,632	11,307	6,515	6,460
Non-Hispanic White	185	257	146	69
Non-Hispanic Black	2	32	9	6
Non-Hispanic Indian	22	29	30	184
Other	26	30	18	9
Age 18 and Over	4,759	7,609	4,709	4,523
18 + Hispanic	4,557	7,373	4,584	4,371
18 + Non-Hispanic White	164	182	97	53
18 + Non-Hispanic Black	2	21	5	6
18 + Non-Hispanic Indian	18	19	18	36
18 + Other	18	14	10	7
Population Distribution by Race and Ethnicity				
Total Population	100.0%	100.0%	100.0%	100.0%
Hispanic	96.6%	97.0%	97.1%	96.0%
Non-Hispanic White	2.7%	2.2%	2.2%	1.0%
Non-Hispanic Black	0.0%	0.3%	0.1%	0.1%
Non-Hispanic Indian	0.3%	0.2%	0.4%	2.7%
Other	0.4%	0.3%	0.2%	0.1%

Source: US Census, 2010 Block Data

III. Ideal District

To ensure that districts are reasonably equal and to calculate the degree of compliance with standard for the maximum acceptable population deviation, an ideal district size must be calculated. The ideal district size for Socorro is 8,003, which is calculated by dividing the total population of 32,013 by four.

IV. Assessment of Existing Council Districts

The assessment calculates the deviation in actual district population from the ideal and the deviation between the largest and smallest district. The assessment of existing Council districts is shown in Table 2.

Results Summary

District 2 has experienced substantial growth since 2000 and has a significantly larger population than the other districts. The deviations from the ideal district for all districts and the deviation between the largest and smallest district do not meet the standard.

Table 2. Current District Assessment

	District 1	District 2	District 3	District 4
Current Population Disbursement				
Total Population (all ages)	6,917	11,655	6,713	6,728
Ideal District ¹	8,003	8,003	8,003	8,003
Deviation from Ideal District	1,086	3,652	1,290	1,275
Percent	-13.57%	45.63%	-16.12%	-15.93%
Total Deviation				61.8%
Actual Deviation²				
Deviation from Smallest District	204	4,942	0	15
Percent	3.04%	73.67%	0.00%	0.22%
Total Deviation:				73.60%

1 Based on equal distribution among districts

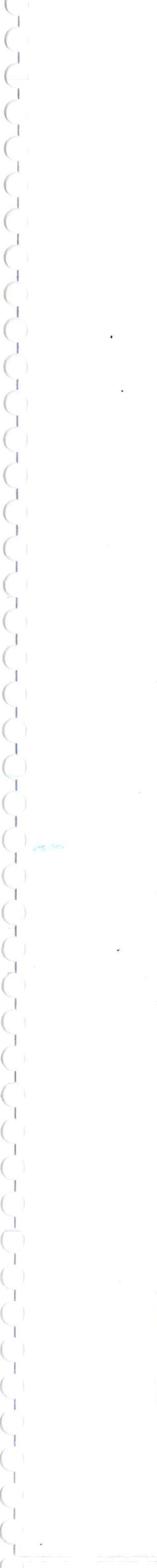
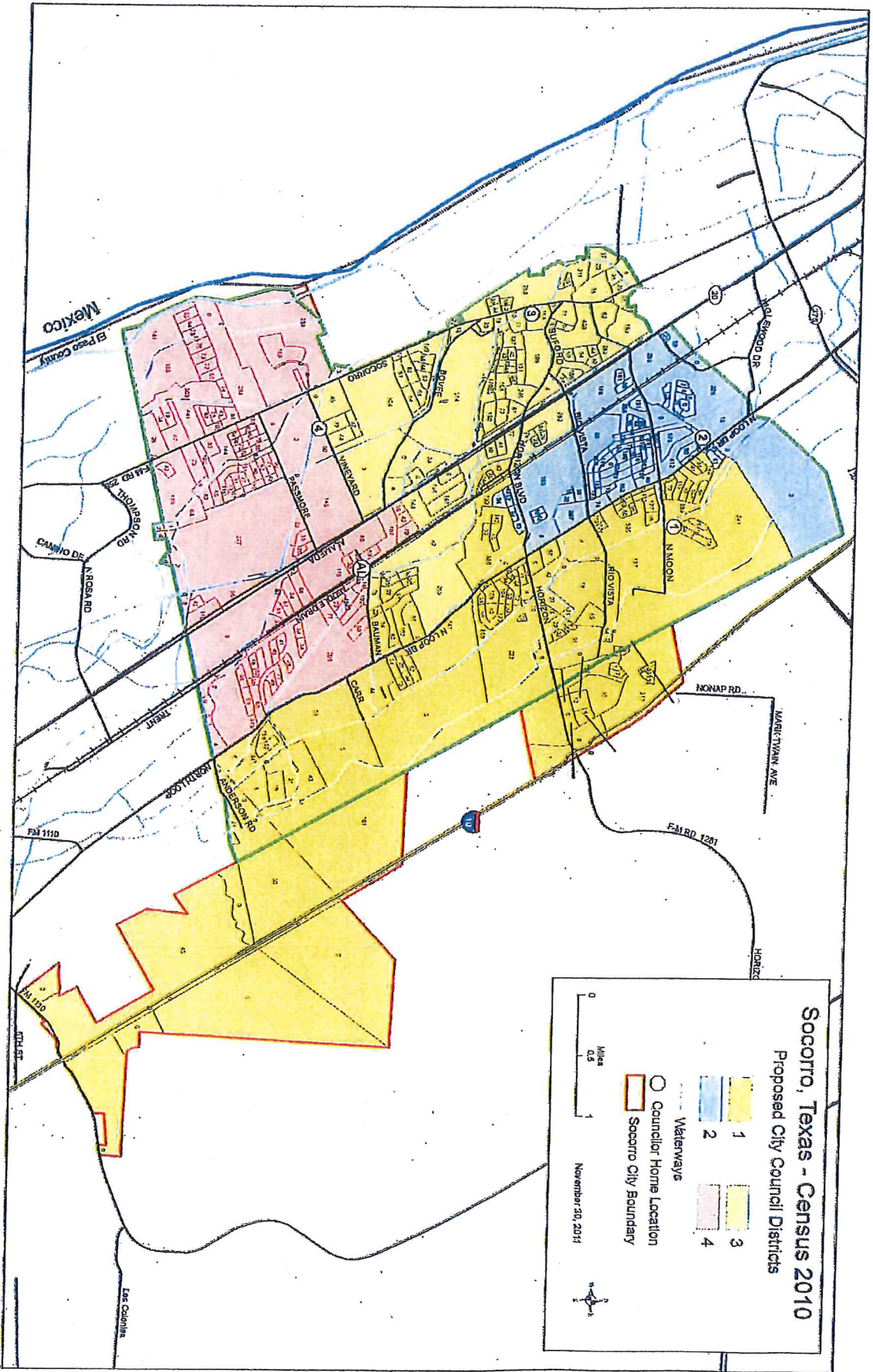
2 Based on variation of smallest to largest districts, with the smallest being the control

V. Proposed Socorro City Council Districts, November 30, 2011

	District 1	District 2	District 3	District 4	City TOTALS
No. of census blocks:	163	77	120	136	496
Total Population (all ages):	8,156	7,729	7,917	8,211	32,013
Ideal District:	8,003	8,003	8,003	8,003	
Deviation:	153	-274	-86	208	
Percent:	1.91%	-3.42%	-1.07%	2.60%	
Total Deviation					6.0%

VI. District Boundaries:

Accurate map of proposed district lines attached.



To: Karina Hagelsieb (cfo@ci.socorro.tx.us)
Subject: Socorro Redistricting Assessment

Ms. Hagelsieb,

I've gone back through my correspondence for the redistricting analysis for the City of Socorro, and all of my correspondence was with Jerry Wallace.

I have attached the original draft redistricting assessment that we prepared with the original district plans, which are district plans A, B and C. The document was never completed. I had one meeting with a committee of two councilors to present these options. The councilors asked that we prepare two additional options with a goal of minimizing changes to existing district boundaries. These are attached as plans D and E. The population deviation between districts in these options is too large. Following the creation of these plans, I had specific instructions from Jerry Wallace for changing boundaries block by block in plan E to better even out population in the districts. These changes went through two iterations and are plans E Rev1 and E Rev2.

Here is the population information for the D and E plans.

Proposed Socorro City Council Districts, Plan D

	District 1	District 2	District 3	District 4	City TOTALS
No. of census blocks:	179	62	119	136	496
Total Population (all ages):	9,139	6,615	8,048	8,211	32,013
Ideal District:	8,003	8,003	8,003	8,003	
Deviation:	1,136	-1,388	45	208	
Percent:	14.19%	-17.34%	0.56%	2.60%	
Total Deviation					31.5%

Proposed Socorro City Council Districts, Plan E

	District 1	District 2	District 3	District 4	City TOTALS
No. of census blocks:	174	69	117	136	496
Total Population (all ages):	8,803	7,279	7,720	8,211	32,013
Ideal District:	8,003	8,003	8,003	8,003	
Deviation:	800	-724	-283	208	
Percent:	10.00%	-9.05%	-3.54%	2.60%	
Total Deviation					19.0%

Proposed Socorro City Council Districts, Plan E - Rev 1

	District 1	District 2	District 3	District 4	City TOTALS
No. of census blocks:	168	73	119	136	496

Total Population (all ages): 8,575 7,387 7,840 8,211 32,013

Ideal District: 8,003 8,003 8,003 8,003

Deviation: 572 -616 -163 208

Percent: 7.15% -7.70% -2.04% 2.60%

Total Deviation 14.8%

Proposed Socorro City Council Districts, Plan E - Rev 2

	District 1	District 2	District 3	District 4	City TOTALS
No. of census blocks:	163	77	120	136	496
Total Population (all ages):	8,156	7,729	7,917	8,211	32,013
Ideal District:	8,003	8,003	8,003	8,003	
Deviation:	153	-274	-86	208	
Percent:	1.91%	-3.42%	-1.07%	2.60%	
Total Deviation					6.0%

PHYLLIS H TAYLOR, AICP
PRINCIPAL

sites southwest
ALBUQUERQUE EL PASO

EMAIL: ptaylor@sites-sw.com
 WEB: www.sites-sw.com
 ABO PH: 505.822.8200, ext. 107
 EP PH: 915.351.8800



Attachment ①

06-01-10

CITY OF SOCORRO, TEXAS

MUNICIPAL JUDGE EMPLOYMENT AGREEMENT

STATE OF TEXAS

COUNTY OF EL PASO

MUNICIPAL JUDGE EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Socorro, Texas (the "City") and Alejandro Vidales, Jr ("Vidales" or "Municipal Judge")

NOW THEREFORE, the City and Vidales, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The City agrees to employ Vidales as Municipal Judge to perform the duties of the office of Municipal Judge pursuant to Section 4.04 of the Socorro City Charter, beginning on the 1st day of June 2010.
2. Vidales shall perform the duties of Municipal Judge for the City as prescribed in the City Charter, City Ordinances. Vidales shall perform those duties with reasonable care, skill, and diligence. Vidales shall comply with all state and federal law and rules, City policy, City ordinances, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement. These duties include but are not limited to the following:
 - (a) Preside over and rule on all cases coming before the Municipal Court and attend to the entry of appropriate rulings, orders, and judgments
 - (b) Attend Municipal Court according to the previously established schedule and adjust or expand the Municipal Court schedule including evening sessions as necessary to handle the case load and dispose of pending matters on the Court docket.
 - (c) Be on call and available at all times upon reasonable notice, to consider and rule upon requests for search warrants, emergency petitions, and requests for other emergency orders and writs

(d) Attend such mandatory training and continuing education as the City may require and as required by state law for certification

3. Vidales agrees to devote his skill, labor, and attention to performing his duties.
4. The City agrees to pay Vidales a monthly salary and other compensation as follows:
 - (a) The City shall pay Vidales a salary of \$4,160.00 per month. This salary rate shall be paid to Vidales in bi-monthly (every two weeks) installments consistent with the City's policies. The salary will be prorated for any period of employment that is less than one month. *
 - (b) At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust the salary by increasing the salary in the municipal budget, in the event that the budgeted salary is increased for this position in the municipal budget Vidales' salary shall automatically be adjusted to the budgeted salary on the effective date of the municipal budget. In no event shall Vidales be paid less than the salary set forth in Section 5(a) of this Agreement unless Vidales consents to the reduction of salary.
 - (c) **Expenses.** The City shall pay or reimburse Vidales for reasonable expenses directly incurred by Vidales in the continuing performance of the Municipal Judge's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by Vidales for travel outside of the City; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the City. Vidales shall comply with all procedures and documentation requirements in accordance with City policy.
 - * (d) Vidales shall be entitled to vacation, sick leave, health insurance, and other employee benefits in accord with City policy for other employees of the City, which will accrue according to the City's employment policies.
5. Vidales cannot be reassigned from the position of Municipal Judge to another position without Vidales's consent.
6. All the terms of this Contract will be subject to the provisions of the Socorro City Charter, which are incorporated herein by reference.
7. This Agreement shall be terminated upon the death of Vidales or upon Vidales becoming mentally or physically unable to perform the essential functions of this job with reasonable accommodations.

8. Vidales shall serve as Municipal Judge at the will and pleasure of the Socorro City Council.
9. The Municipal Judge and the City may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
10. The City has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment under this Contract.
11. A. **Legal Defense.**

1. City's liability insurance:

The City agrees that it shall purchase insurance to provide a legal defense to the Municipal Judge in connection with demands, claims, suits, actions, or legal proceedings brought against the Municipal Judge in individual capacity or in official capacity providing the incident(s) which is (are) the basis of claim or lawsuit arising while the Municipal Judge is acting within the course and scope of employment with the City.

2. Legal Defense for claims not covered by insurance:

For legal matters for which the City does not possess insurance or for which the City's insurance carrier refuses to accept responsibility to defend a claim, the City will provide a legal defense to the Municipal Judge subject to the following conditions:

- (a) The Municipal Judge must submit a written request for legal defense to the City, the request must include a copy of the demand, summons or other legal papers evidencing the claim or cause of action;
- (b) The claim must arise from circumstances wherein the Municipal Judge was acting within the course and scope of employment with the City;
- (c) The City must have the legal authority to employ legal counsel to defend the claim pursuant to Section 102.004 of the *Texas Civil Practices and Remedies Code*

- B. **Reasonable Cooperation.** Municipal Judge agrees to immediately deliver a copy of any summons or other legal process served upon Municipal Judge to the City's City Clerk and City Attorneys and provide reasonable assistance to and cooperate with the City, its Mayor, agents, employees

and attorneys in response to any legal proceeding or claims brought against the City, its Mayor, agents and employees. The City shall pay or reimburse the Municipal Judge for all reasonable expenses incurred by Municipal Judge in the course of fulfilling the obligation of reasonable assistance and cooperation pursuant to this Section including, but not limited to, expenses for travel, meals, overnight stays, telephone and facsimile expenses.

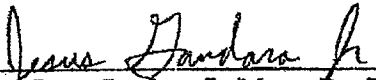
- C. The City's obligation to provide a legal defense to the Municipal Judge under this paragraph shall survive the termination of this Agreement.
12. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Municipal Judge have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
 13. Should any of the terms of this agreement be determined to be ambiguous so as to require application of the rules for construction of ambiguous documents, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.
 14. The term of this contract is for two (2) years (the "initial term") and shall continue indefinitely thereafter, except that either party may terminate the contract during the initial term upon giving two hundred seventy (270) days written notice to the other party. This contract may be terminated or renewed within thirty (30) days of the 2012 general municipal election in accord with the terms of the Socorro City Charter.




Signed to be effective as of June 1, 2010.

Signed to be effective of June 1, 2010.

CITY OF SOCORRO, TEXAS


By: Jesus Gandara, Jr. Mayor Pro Tem


Alejandro Vidales, Jr., Municipal Judge

Attest:


City Clerk

Date: MAY 26, 2010

CITY OF SOCORRO, TEXAS

ACTING CITY MANAGER EMPLOYMENT AGREEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ACTING CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Socorro, Texas (the "City") and Alejandro Vidales, Jr. ("Vidales" or "City Manager").

NOW THEREFORE, the City and Vidales, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The City agrees to employ Vidales as Acting City Manager to perform the duties of the office of City Manager pursuant to Section 4.01G of the Socorro City Charter, on a monthly basis, beginning on 10 November 2011 at 11:59 p.m.
2. Vidales shall perform the duties of City Manager for the City as prescribed in the City Charter, City Ordinances, and as may be assigned by the Socorro City Council. Vidales shall perform those duties with reasonable care, skill, and diligence. Vidales shall comply with all City Council directives, state and federal law and rules, City policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
3. Vidales agrees to devote his time, skill, labor, and attention to performing his duties. Vidales will retain his position and compensation as Socorro Municipal Judge. However, the duties of City Manager will not be permitted to interfere with Vidales' duties as Municipal Judge or with Vidales' judicial discretion regarding matters that may come before him.
4. The City agrees to pay Vidales a salary and other compensation as follows:
 - (a) A monthly salary of \$5,280.00 to be paid to Vidales in bi-weekly (every two weeks) installments of \$2,640.00, less the regular and customary deductions consistent with the City's policies. The salary will be prorated for any period of employment that is less than one month. This salary shall be in addition to the salary paid pursuant to the existing Municipal Judge Employment Agreement.

- (b) At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust the salary, but in no event shall Vidales be paid less than the salary set forth in Section 5(a) or this Agreement unless Vidales consents to the reduction of salary.
 - (c) **Expenses.** The City shall pay or reimburse Vidales for reasonable expenses directly incurred by Vidales in the continuing performance of the City Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by Vidales for travel outside of the City; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the City. Vidales shall comply with all procedures and documentation requirements in accordance with City policy.
 - (d) Vidales shall continue to be entitled to employee fringe benefits, which accrue pursuant to his Municipal Judge Employment Agreement.
- 5. All the terms of this Contract will be subject to the provisions of the Socorro City Charter, which are incorporated herein by reference.
 - 6. This Agreement shall be terminated upon the death of Vidales or upon Vidales becoming mentally or physically unable to perform the essential functions of this job with reasonable accommodations.
 - 7. Vidales shall serve as Acting City Manager at the will and pleasure of the Socorro City Council.
 - 8. The City Manager and the City may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
 - 9. The City has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment under this Contract.
- 10. A. **Legal Defense.**
 - 1. City's liability insurance:

The City agrees that it shall purchase insurance to provide a legal defense to the City Manager in connection with demands, claims, suits, actions, or legal proceedings brought against the City Manager in individual capacity or in official capacity providing the incident(s) which is (are) the basis of claim or lawsuit arising while the City Manager is acting within the course and scope of employment with the City.

2. Legal Defense for claims not covered by insurance:

For legal matters for which the City does not possess insurance or for which the City's insurance carrier refuses to accept responsibility to defend a claim, the City will provide a legal defense to the City Manager subject to the following conditions:

- (a) The City Manager must submit a written request for legal defense to the City, the request must include a copy of the demand, summons or other legal papers evidencing the claim or cause of action;
- (b) The claim must arise from circumstances wherein the City Manager was acting within the course and scope of employment with the City;
- (c) The City must have the legal authority to employ legal counsel to defend the claim pursuant to Section 102.004 of the *Texas Civil Practices and Remedies Code*.

B. **Reasonable Cooperation.** City Manager agrees to immediately deliver a copy of any summons or other legal process served upon City Manager to the City's City Clerk and City Attorneys and provide reasonable assistance to and cooperate with the City, its Mayor, agents, employees and attorneys in response to any legal proceeding or claims brought against the City, its Mayor, agents and employees. The City shall pay or reimburse the City Manager for all reasonable expenses incurred by City Manager in the course of fulfilling the obligation of reasonable assistance and cooperation pursuant to this Section including, but not limited to, expenses for travel, meals, overnight stays, telephone and facsimile expenses.

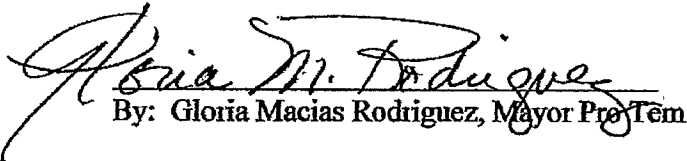
C. The City's obligation to provide a legal defense to the City Manager under this paragraph shall survive the termination of this Agreement.

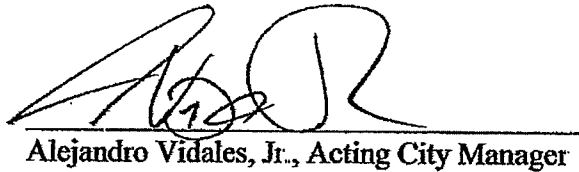
11. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the City Manager have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

13. Should any of the terms of this agreement be determined to be ambiguous so as to require application of the rules for construction of ambiguous documents, it shall be presumed that both parties drafted this document and the terms of the document will not be construed against either party.
14. Either party may terminate the contract upon giving fifteen (15) days written notice to the other party.

Signed to be effective as of November 10, 2011.

CITY OF SOCORRO, TEXAS


By: Gloria Macias Rodriguez, Mayor Pro Tem


Alejandro Vidales, Jr., Acting City Manager

Attest:


City Clerk

