

Jesus Ruiz
Mayor
Rene Rodriguez
At Large
Sergio Cox
District 1



Gloria M. Rodríguez
District 2
Victor Perez
District 3 / Mayor-Pro Tem
Joseph E. Bowling
District 4
Willie Norfleet, Jr.
City Manager

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

.....
THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE
PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION
FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO
THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915)
858-2915 FOR FURTHER INFORMATION.
.....

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON
THURSDAY THE 6th DAY OF MARCH, 2014 AT 6:00 P.M. AT THE CITY HALL
CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME
THE FOLLOWING WILL BE DISCUSSED:

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

PRESENTATION

5. **Presentation** by Rural and Small Communities Economic Development on the adaptation of Policy 380 for the City of Socorro related to incentives for new businesses.

Sam Leony

NOTICE TO THE PUBLIC

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

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

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

CONSENT AGENDA

6. *Excuse* absent Council Members. *Sandra Hernandez*
7. *Approval* of Special Council Meeting Minutes of February 13, 2014 and Regular Council Meeting Minutes of February 20, 2014. *Sandra Hernandez*
8. *Approval* of travel for Isela Gonzalez to attend the Regional Clerks Seminar April 28 through 30, 2014 in South Padre, Texas. *Karina Hagelsieb*
9. *Approval* of travel for Cynthia Chaparro to attend the Juvenile Case Manager Conference July 14-18, 2014 in Austin, Texas. *Karina Hagelsieb*
10. *Approval* of travel for Javier Esparza to attend the Bailiff and Warrant Officer Seminar May 18 – 20, 2014 in San Antonio, Texas. *Karina Hagelsieb*

REGULAR AGENDA

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

ORDINANCES

11. *Public Hearing* of Ordinance 328, An Ordinance changing the zoning of Tract 1B, Block 28, Socorro Grant, from A-1 (Agricultural) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends approval.

Sam Leony

- 12. *Second Reading and Adoption*** of Ordinance 328, An Ordinance changing the zoning of Tract 1B, Block 28, Socorro Grant, from A-1 (Agricultural) to R-2 (Medium Density Residential). The Planning and Zoning Commission recommends approval.

Sam Leony

- 13. *Public Hearing*** of Ordinance 329, An Ordinance changing the zoning of Lot 46, Block 9, Friedman Estates (11463 Socorro Road) from R-1 (Single Family Residential) to C-1 (Light Commercial). The Planning and Zoning Commission recommends approval.

Sam Leony

- 14. *Second Reading and Adoption*** of Ordinance 329, An Ordinance changing the zoning of Lot 46, Block 9, Friedman Estates (11463 Socorro Road) from R-1 (Single Family Residential) to C-1 (Light Commercial). The Planning and Zoning Commission recommends approval.

Sam Leony

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

Willie Norfleet, Jr.

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

Willie Norfleet, Jr.

- 17. *Introduction, First Reading and Calling for a Public Hearing*** of Ordinance 320, Amendment No. 3, An ordinance of the City of Socorro, establishing procedures and rules for city council meetings and agendas as provided by section 3.08 of the Socorro City Charter, and establishing procedures and rules for conduct of the Socorro City Council and all of the City of Socorro boards and commissions and repealing Ordinance No. 304 amendment no. 1 and Ordinance 280 Amendment No. 1.

Sergio Cox

- 18. *Introduction, First Reading and Calling for a Public Hearing*** of Ordinance 257, Amendment No. 1, An Ordinance establishing and adopting public and workplace smoking restrictions in the City of Socorro, Texas. ***Mayor Jesus Ruiz/Sandra Hernandez***

FINANCE DEPARTMENT

19. ***Discussion and action*** on approving increasing the limit placed on the Weaver & Tidwel Forensic audit amount from \$90,000 to \$127,000. ***Karina Hagelsieb***

HUMAN RESOURCES DEPARTMENT

20. ***Discussion and action*** on the recommendation made by Civil Service Commission on approval to amend Policy 301 Vacation Benefits. ***Adriana Rodarte***
21. ***Discussion and action*** on the recommendation made by Civil Service Commission on approval to amend Policy 302 Holidays. ***Adriana Rodarte***

PLANNING AND ZONING DEPARTMENT

22. ***Discussion and action*** on certificate of appropriateness for a temporary mobile food structure at 605 Fray Vargas Road and 11749 Socorro Road. The Historical Landmark Commission recommends approval with conditions. ***Sam Leony***
23. ***Discussion and action*** on certificate of appropriateness on perimeter solid wall for the Socorro Mission Cemetery area on Tract 39, Block 16, Socorro Grant (328 Nevarez Road). The Historical Landmark Commission recommends approval. ***Sam Leony***
24. ***Discussion and action*** on certificate of appropriateness for interior remodeling project of the Rio Vista Complex located at 860 N. Rio Vista. The Historical Landmark Commission recommends approval. ***Sam Leony***

CITY MANAGER

25. ***Discussion and action*** on paying Ralph Duran for materials taken by the City of Socorro. ***Willie Norfleet, Jr.***
26. ***Discussion and action*** to approve Inter-local Agreement between the City of Socorro and City of El Paso's Department of Public Health and Department of Environmental Services. ***Willie Norfleet, Jr.***
27. ***Discussion and action*** on Texas Department of Transportation request for payment for right of way acquisition on Horizon Boulevard. ***Willie Norfleet, Jr.***

MAYOR AND COUNCIL

28. ***Discussion and action*** to authorize El Paso Collaborative to use the Rio Vista Community Center once a week (half a day) to meet with small business owners for marketing small business loans. (Presentation by Delia Martinez) ***Gloria M. Rodriguez***

EXECUTIVE SESSION

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

Section 551.071 CONSULTATIONS WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT

Section 551.074 PERSONNEL MATTERS

Section 551.076 DELIBERATION REGARDING SECURITY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

29. Discussion and action on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Willie Norfleet, Jr.***

30. Discussion and action on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Willie Norfleet, Jr.***

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

32. Isaac Tarin v. City of Socorro, Texas; Cause No. 2012-DCV-04837; 448th Judicial District Court of El Paso County, Texas. ***James A. Martinez***

33. Adjourn

DATED THIS 3rd DAY OF MARCH 2014.

By: 
Sandra Hernandez, City Clerk

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

City of Socorro
Regular Council Meeting
March 6, 2014
Page 6

DATED THIS 3rd DAY OF MARCH 2014.

By:  _____

Sandra Hernandez, City Clerk

Agenda posted: 3314 @ 2:45pm

Removed: _____ Time: _____ By: _____

Jesús Ruiz
Mayor

Rene Rodríguez
Representative At-Large

Sergio Cox
Representative District 1



Gloria M. Rodríguez
Representative District 2

Victor Pérez
Representative District 3
Mayor Pro Tem

Joseph E. Bowling
Representative District 4

Willie Norfleet, Jr.
City Manager

SPECIAL COUNCIL MEETING MINUTES FEBRUARY 13, 2014

MEMBERS PRESENT:

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

STAFF PRESENT:

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

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Jesus Ruiz

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was recited by Ralph Duran

3. ESTABLISHMENT OF QUORUM

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

4. PUBLIC COMMENT

Martin Renteria, Carlos Cisneros, Luis Sigala, Sergio Jaime, Joe DeTuro, Lorenza Fraire, and Ralph Duran spoke during Public Comment.

PRESENTATION

- 5. PRESENTATION BY SAM LEONY REGARDING PROJECTION OF PUBLIC WORKS DEPARTMENT. SAM LEONY**

Presentation made by Sam Leony.

CONSENT AGENDA

- 6. APPROVAL OF REGULAR COUNCIL MEETING MINUTES JANUARY 16, 2014 AND SPECIAL COUNCIL MEETING MINUTES OF JANUARY 16, 2014. SANDRA HERNANDEZ**
- 7. APPROVAL OF TRAVEL FOR CITY CLERK, ASSISTANT CITY CLERK AND HUMAN RESOURCE DIRECTOR TO ATTEND THE RECORDS MANAGEMENT / HR PRACTICES SEMINAR APRIL 10-11, 2014 IN MCALLEN, TEXAS. SANDRA HERNANDEZ**
- 8. APPROVAL OF APPOINTMENT OF RALPH DURAN TO THE BOARD OF ADJUSTMENT FOR PLACE 1. SERGIO COX**
- 9. APPROVAL OF RE-APPOINTMENT OF PAUL GUERRA TO THE PARKS COMMISSION FOR PLACE 2. GLORIA M. RODRIGUEZ**
- 10. EXCUSE ABSENT COUNCIL MEMBERS. SANDRA HERNANDEZ**

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

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

Nay:

Abstain:

REGULAR AGENDA

- 11. SWEARING IN OF COMMISSIONERS. JESUS RUIZ**

During this time Mayor Jesus Ruiz swore in Ralph Duran to the Board of Adjustments.

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *move up item number twenty-five (25) to be next on the agenda*. Motion passed.

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

Nay:

Abstain:

25. DISCUSSION AND ACTION ON LOWER VALLEY WATER DISTRICT PROVIDING GARBAGE SERVICES. WILLIE NORFLEET, JR.

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

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

Nay:

Abstain:

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to *move up items twenty (20) and thirty-three (33)*. Motion passed.

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

Nay:

Abstain:

20. DISCUSSION AND ACTION ON APPROVING RATIFICATION ON AN INVOICE CONDUCTED AFTER THE FACT FOR MAINTENANCE OF THE WATER PUMP AT MOON CITY PARK IN THE AMOUNT OF \$1952.24 FROM VENDOR ANTHONY PUMP. JESSICA DIAZ

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

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

Nay:

Abstain:

33. DISCUSSION AND ACTION ON CITY OF SOCORRO FORMING A YOUTH BASEBALL LEAGUE FOR THE SPRING/SUMMER 2014 FOR AGES 4 THROUGH 12 AS FOLLOWS: T-BALL FOR AGES 4, 5, AND 6; COACH PITCH FOR AGES 7 THROUGH 9; AND PLAYER PITCH FOR AGES 10 THROUGH 12. PRESENTATION BY JESSICA DIAZ. SERGIO COX

A motion was made by Gloria M. Rodriguez seconded by Sergio Cox to *approve item number thirty-three with the stipulation that council receives an update on the expenses*. Motion passed.

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

Nay:

Abstain:

PLANNING AND ZONING

12. DISCUSSION AND ACTION ON APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR DAA FARMS SUBDIVISION BEING ALL OF TRACT 4C4 AND A PORTION OF TRACT 4C3, BLOCK 39, SAN ELIZARIO GRANT. SAM LEONY

Lorenza Fraire spoke on this item.

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

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

Nay:

Abstain:

13. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 328, AN ORDINANCE CHANGING THE ZONING OF TRACT 1B, BLOCK 28, SOCORRO GRANT, FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL. SAM LEONY

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve the Planning and Zoning Commission's recommendation for item number thirteen (13)*. Motion passed.

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

Nay:

Abstain:

14. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 329, AN ORDINANCE CHANGING THE ZONING OF LOT 46, BLOCK 9, FRIEDMAN ESTATES (11463 SOCORRO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL. SAM LEONY

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve the Planning and Zoning Commission's recommendation for item number fourteen (14)*. Motion passed.

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

Nay:

Abstain:

15. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF AN ORDINANCE CHANGING THE ZONING OF TRACT 4-K-6, BLOCK 3, SOCORRO GRANT (10883 THUNDER ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) WITH A CONDITIONAL USE PERMIT FOR MECHANIC SHOP. THE PLANNING AND ZONING DEPARTMENT RECOMMENDS DENIAL.

SAM LEONY

A motion was made by Sergio Cox to *accept the recommendation of the Planning and Zoning Department to deny*. Motion died no second.

A motion was made by Rene Rodriguez to *suspend the rule*. Mr. Rodriguez rescinds his motion.

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *delete item number fifteen (15)*. Motion failed.

Ayes: Rene Rodriguez and Gloria Rodriguez

Nays: Victor Perez, Joseph E. Bowling, and Sergio Cox.

Abstain:

A motion was made by Victor Perez seconded by Gloria M. Rodriguez to *suspend the rule and allow the owner, Mr. Cisneros to speak*. Motion passed.

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

Nay:

Abstain:

Carlos Cisneros spoke on this item.

Joe DeTuro and Lorenza Fraire spoke on this item.

A motion was made by Sergio Cox seconded by Victor Perez to *accept the recommendation made by the Planning and Zoning Commission*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, and Sergio Cox

Nays: Gloria M. Rodriguez

Abstain: Joseph E. Bowling

**16. DISCUSSION AND ACTION ON RENAMING HORIZON BOULEVARD TO
BUFORD ROAD. SAM LEONY**

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve the renaming of Horizon Boulevard to Buford Road.*

Victor Perez rescinded his motion

A motion was made by Victor Perez seconded by Rene Rodriguez to *delete item number sixteen (16).* Motion passed.

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

Nay:

Abstain:

FINANCE

**17. DISCUSSION AND ACTION ON APPROVING THE UNAUDITED
FINANCIAL REPORTS FOR THE PERIOD ENDING JANUARY 31, 2014.
KARINA HAGELSIEB**

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

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

Nay:

Abstain:

**18. DISCUSSION AND ACTION ON APPROVING THE EXTENDED HOURS OF
OPERATION FOR THE MUNICIPAL COURT FROM 7:00 A.M. TO 6:00 PM.
KARINA HAGELSIEB**

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

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

Nay:

Abstain:

A motion was made by Sergio Cox seconded by Rene Rodriguez to *allow for a ten minute (10) recess*

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

Nay:

Abstain:

THE CITY COUNCIL CONVENED INTO A TEN MINUTE RECESS AT 8:37 P.M.

THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 8:51 P.M.

HUMAN RESOURCE

19. DISCUSSION AND ACTION ON APPROVING A HIRING PROCESS FOR CHIEF OF POLICE. ADRIANA RODARTE

Ralph Duran spoke on this item.

A motion was made by Victor Perez seconded by Rene Rodriguez to *accept the Human Resources Department's recommendation and continue with the Waters Consulting Firm.* Motion passed.

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

Nay: Sergio Cox

Abstain:

RECREATIONAL CENTER

21. DISCUSSION AND ACTION ON APPROVING RATIFICATION ON AN INVOICE CONDUCTED AFTER THE FACT FOR A BACKFLOW INSTALLATION AT RIO VISTA COMMUNITY CENTER IN THE AMOUNT OF \$1,600.00 FROM VENDOR HOSCAN PLUMBING.

VICTOR RETA

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

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

Nay:

Abstain:

22. DISCUSSION AND ACTION ON REDIRECTING FUNDS ALLOCATED FOR MUSIC AT THE VALENTINE'S DAY DANCE AT RIO VISTA COMMUNITY CENTER (RVCC) TO A SEMINAR LUNCHEON FOR THE SENIOR CITIZENS ON FEBRUARY 13, 2014. VICTOR RETA

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

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

Nay:

Abstain:

CITY MANAGER

23. DISCUSSION AND ACTION ON PAYING RALPH DURAN FOR MATERIALS TAKEN BY THE CITY OF SOCORRO.

WILLIE NORFLEET, JR.

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

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

Nay:

Abstain:

24. DISCUSSION AND ACTION ON PURCHASING LAND LOCATED ON THUNDER ROAD AND RIO VISTA ROAD.

WILLIE NORFLEET, JR.

Joe DeTuro spoke on this item.

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to *approve the City Manager's recommendation to obtain an appraisal*. Motion passed.

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

Nay:

Abstain:

MAYOR AND COUNCIL

26. DISCUSSION AND ACTION ON ADOPTING THE COMPREHENSIVE MASTER PLAN.

MAYOR JESUS RUIZ

Joe DeTuro and Lorenza Fraire spoke on this item.

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

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

**27. DISCUSSION AND ACTION ON CREATING A POLICY TO PREVENT
MILEAGE REIMBURSEMENT FOR CITY COUNCIL MEMBERS.
MAYOR JESUS RUIZ**

A motion was made by Rene Rodriguez seconded by Victor Perez to *delete Mayor and Council from Section V Subsection A of Policy 37 Amendment No. 3.* Motion passed.

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

**28. DISCUSSION AND ACTION ON LIGHTING THE AMPHITHEATER AT
BULLDOG CHAMPIONSHIP PARK. GLORIA M. RODRIGUEZ**

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number twenty-eight (28).* Motion passed.

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

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

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

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 10:06
P.M.**

EXECUTIVE SESSION

THE CITY COUNCIL RECONVENED BACK IN SESSION AT 10:19 P.M.

23. DISCUSSION AND ACTION ON PAYING RALPH DURAN FOR MATERIALS TAKEN BY THE CITY OF SOCORRO.

WILLIE NORFLEET, JR.

A motion was made by Sergio Cox seconded by Gloria M. Rodriguez to *table item twenty-three (23) for the meeting of March 6, 2014 based on the attorney's recommendation and have Mr. Duran present any other documentation in his possession.* Motion passed.

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

Nay:

Abstain:

29. DISCUSSION AND ACTION ON FEASIBILITY STUDY ON A POLICE SUBSTATION AT SOCORRO ROAD.

GLORIA M. RODRIGUEZ

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve item number twenty-nine (29).*

Victor Perez rescinded his motion

A motion was made by Gloria M. Rodriguez to *delete item number twenty-nine (29).* Motion passed.

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

Nay:

Abstain:

30. DISCUSSION AND ACTION ON WAIVING ALL PERMIT FEES FOR ANY IMPROVEMENTS, REMODELING, RESTORATION AND NEW CONSTRUCTION ON THE PROPERTY AND STRUCTURES BELONGING TO THE CATHOLIC DIOCESE OF EL PASO WHERE THE CURRENT SOCORRO MISSION IS LOCATED. THE DURATION OF THE PERMIT FEE WAIVERS WILL RUN CONCURRENT WITH THE TERM OF THE CURRENT CITY OF SOCORRO DISTRICT 3 REPRESENTATIVE.

VICTOR PEREZ

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve and establish a policy that similar fees will be waived for any state historical site within the city limits of the City of Socorro.* Motion passed.

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

Nay:

Abstain:

31. DISCUSSION AND ACTION ON RECONSIDERATION OF IMPLEMENTATION OF MEDIA PROCEDURES AND MEETING PROCEDURES, AS WELL AS TIER PROTOCOL WHEN MEETING WITH OTHER ENTITIES IN REGARDS TO RESTRICTIONS ON COUNCIL MEMBERS.
JOSEPH E. BOWLING

A motion was made Rene Rodriguez seconded by Joseph E, Bowling to *amend the Media/Meeting Policy to read "May speak to media if contacted to you by them, no need to contact the Mayor" and the meeting tiers to remain the same.* Motion passed.

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

Nay: Sergio Cox

Abstain:

32. DISCUSSION AND ACTION ON RECONSIDERATION OF ORDINANCE 320, AMENDMENT NO. 1 IN REGARDS TO PROCEDURES AND RULES FOR PLACEMENT OF AGENDA ITEMS, SPECIFICALLY SECTION II-H WHICH GIVES THE MAYOR FINAL AUTHORITY TO DISALLOW AN ITEM TO BE PLACED ON THE AGENDA.
JOSEPH E. BOWLING

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve the reconsideration and direct the appropriate staff to draft the ordinance require two (2) signature for Section II, Subsection H (b) and to require a summary sheet and items will be place on the agenda in the order of Mayor, At-Large, District 1, District 2, District 3 and District 4.* Motion passed.

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

Nay: Sergio Cox

Abstain:

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

SERGIO COX

A motion was made by Joseph E. Bowling seconded by Sergio Cox to *approve item number thirty-four (34).* Motion passed.

Motion was rescinded

A motion was made by Victor Perez seconded by Rene Rodriguez to *table item number thirty-four (34) for a cost analysis for the meeting of March 6, 2014*. Motion passed.

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

Nay: Sergio Cox

Abstain:

35. DISCUSSION AND ACTION ON HAVING CITY COUNCIL REGAIN AUTHORITY OF HANDLING ANY AND ALL REQUEST FOR STREET LIGHTS. COUNCIL MEMBERS TO BE RESPONSIBLE FOR SITE FEASIBILITY AND PROPER PAPERWORK PROCESS.

SERGIO COX

A motion was made by Rene Rodriguez seconded by seconded by Joseph E. Bowling to *delete item number thirty-five (35)*. Motion passed.

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

Nay: Sergio Cox

Abstain:

36. 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.

37. 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.

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

WILLIE NORFLEET, JR.

A motion was made by Victor Perez seconded by Rene Rodriguez to *delete items thirty-six (36), thirty-seven (37), and thirty-eight (38)*. Motion passed.

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

Nay: Sergio Cox

Abstain:

39. ADJOURN

A motion was made by Gloria M. Rodriguez seconded by Victor Perez to *adjourn at 11:42 p.m.* Motion passed.

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

Nay: Sergio Cox

Abstain:

Jesus Ruiz, Mayor

Minutes prepared by
Olivia Navarro
Assistant City Clerk

Date minutes approved

Jesús Ruiz
Mayor

Rene Rodríguez
Representative At-Large

Sergio Cox
Representative District 1



Gloria M. Rodríguez
Representative District 2

Victor Pérez
Representative District 3
Mayor Pro Tem

Joseph E. Bowling
Representative District 4

Willie Norfleet, Jr.
City Manager

REGULAR COUNCIL MEETING MINUTES FEBRUARY 20, 2014

MEMBERS PRESENT:

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

STAFF PRESENT:

Willie Norfleet, Jr., City Manager
Sandra Hernandez, City Clerk
Olivia Navarro, Assistant City Clerk
James Martinez, City Attorney

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was recited by Ralph Duran

3. ESTABLISHMENT OF QUORUM

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

4. PUBLIC COMMENT

Arturo Robles, Juan Castaneda, and Sergio Jaime spoke during Public Comment.

PRESENTATION

5. PRESENTATION BY ANIBAL OLAGUE RECOGNIZING THE ORGANIZATIONS AND COMMUNITY VOLUNTEERS THAT COLLABORATED WITH THE CITY OF SOCORRO TO IMPLEMENT DISASTER RELIEF. ANIBAL OLAGUE

Mayor Ruiz presented the following organizations with Certificates of Appreciation:

The Red Cross, Texas Impact, Avanze El Paso, Texas Hunger Initiative, Rio Grande Council of Governments, Volunteer Organizations Active in Disaster, Church of God, Emergency Community Response Team, Grace Christian Center, El Paso General Assistance, Project Bravo, and Rebuilding Together El Paso.

Mark Mathis, Executive Director of The Red Cross spoke on this item.

CONSENT AGENDA

6. EXCUSE ABSENT COUNCIL MEMBERS. SANDRA HERNANDEZ

7. APPROVAL OF SPECIAL COUNCIL MEETING MINUTES OF JANUARY 31, 2014. SANDRA HERNANDEZ

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

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

Nays:

Abstain:

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *move up item number sixteen (16)*. Motion passed.

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

Nays:

Abstain:

16. DISCUSSION AND ACTION OF APPROVING RESOLUTION 473, A RESOLUTION OF THE CITY OF SOCORRO, TEXAS AUTHORIZING THE CITY OF SOCORRO TO WAIVE PERMIT FEES IN THE AMOUNT OF \$35,000 AS AN IN-KIND CONTRIBUTION TO DEMONSTRATE FURTHER SUPPORT OF THE PROPOSED SOCORRO PALMS DEVELOPMENT. (PRESENTATION BY BOBBY BOWLING) MAYOR JESUS RUIZ

Bobby Bowling, President and Demetrio Jimenez, Property Manager of Tropicana Properties made a presentation.

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve Resolution 473*. Motion passed.

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

Nays:

Abstain:

A motion was made by Victor Perez seconded by Rene Rodriguez to *move into Executive Session for items eighteen (18) thru twenty-one (21)*. Motion passed.

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

Nays:

Abstain:

THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 6:51 P.M.

EXECUTIVE SESSION

DISCUSSION ON THE FOLLOWING:

18. *DISCUSSION* REGARDING REFUGIO ORTA III V. SOCORRO POLICE DEPARTMENT; SOAH DOCKET NO. 407-13-5909.F5; STATE OFFICE OF ADMINISTRATIVE HEARINGS. *JIM MARTINEZ*

19. *DISCUSSION* REGARDING ISRAEL DELGADO V. SOCORRO POLICE DEPARTMENT; SOAH DOCKET NO. 407-13-5912.F5; STATE OFFICE OF ADMINISTRATIVE HEARINGS. *JIM MARTINEZ*

20. *DISCUSSION* REGARDING JOE E. ALVAREZ V. SOCORRO POLICE DEPARTMENT; SOAH DOCKET NO. 407-13-5666.F5; STATE OFFICE OF ADMINISTRATIVE HEARINGS. *JIM MARTINEZ*

21. *DISCUSSION* REGARDING JACQUELINE YALDA V. CITY OF SOCORRO POLICE DEPARTMENT AND SERGEANT REFUGIO ORTA; CAUSE NO. 2012DCV02044; COUNTY COURT AT LAW NUMBER THREE. *JIM MARTINEZ*

THE CITY COUNCIL RECONVENED BACK IN SESSION AT 7:51 P.M.

A motion was made by Rene Rodriguez seconded by Victor Perez to *take a five (5) minute recess*. Motion passed.

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

Nays:

Abstain:

THE CITY COUNCIL CONVENED BACK INTO A RECESS AT 7:51 P.M.

RECESS

THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 8:00 P.M.

REGULAR AGENDA

PLANNING AND ZONING

- 8. PUBLIC HEARING OF ORDINANCE 327, AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 4, SAN YSIDRO SUBDIVISION (11300 DE LUCIO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL WITH CONTINGENCIES.**

SAM LEONY

Public Hearing Opened at 8:01 p.m.

No Speakers

Public Hearing Closed at 8:01 p.m.

- 9. SECOND READING AND ADOPTION OF ORDINANCE 327, AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 4, SAN YSIDRO SUBDIVISION (11300 DE LUCIO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL). THE PLANNING AND ZONING COMMISSION RECOMMENDS APPROVAL WITH CONTINGENCIES.**

SAM LEONY

Presentation made by Job Terrazas, Planning Technician of the Planning and Zoning Department.

Motion made by Rene Rodriguez seconded by Gloria M. Rodriguez to *approve item number nine (9)*. Motion passed.

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

Nays:

Abstain:

CITY MANAGER

10. INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING OF ORDINANCE 330, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS, PROVIDING FOR THE ISSUANCE OF CITY OF SOCORRO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014; LEVYING AD VALOREM TAXES AND PROVIDING FOR THE PAYMENT AND SECURITY OF THE CERTIFICATES OF OBLIGATION; APPROVING AN OFFICIAL STATEMENT AND AWARDED SALE OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WILLIE NORFLEET, JR.

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

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

Nays:

Abstain:

11. DISCUSSION AND ACTION ON CITY MANAGER'S "STATE OF THE CITY" REPORT FOR 2013.

WILLIE NORFLEET, JR.

Presentation made by Willie Norfleet, Jr.

No action on this item.

GRANTS DIVISION

12. DISCUSSION AND ACTION TO ADOPT CITY OF SOCORRO TITLE VI PLAN.

ANIBAL OLAGUE

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

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

Nays:

Abstain:

13. DISCUSSION AND ACTION TO ACCEPT THE LOCAL BORDER SECURITY PROGRAM GRANT AWARD IN THE AMOUNT OF \$45,000 TO INCREASE POLICE DEPARTMENT OPERATIONS AND ASSIST IN FIGHTING CRIME ALONG THE BORDER.

ANIBAL OLAGUE

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

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

Nays:

Abstain:

14. DISCUSSION AND ACTION TO AUTHORIZE THE CITY OF SOCORRO TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$40,000 TO THE CRIMINAL JUSTICE DIVISION EDWARD BYRNE MEMORIAL JUSTICE GRANT TO PURCHASE NETWORK EQUIPMENT TO IMPROVE POLICE OPERATIONS. ANIBAL OLAGUE

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

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

Nays:

Abstain:

15. DISCUSSION AND ACTION TO AUTHORIZE THE CITY OF SOCORRO TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$500,000 TO THE DEPARTMENT OF PUBLIC SAFETY'S HAZARD MITIGATION GRANT PROGRAM. ANIBAL OLAGUE

A motion was made by Gloria M. Rodriguez seconded by Rene Rodriguez to *approve item number fifteen (15)*. Motion passed.

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

Nays:

Abstain:

MAYOR AND COUNCIL

22. DISCUSSION AND ACTION OF INSTALLING CAMERAS AT PUBLIC WORKS' FUEL STATION. GLORIA M. RODRIGUEZ

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

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

Nays:

Abstain:

THE CITY COUNCIL CONVENED INTO A TEN MINUTE RECESS AT 8:37 P.M.

THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 8:51 P.M.

22. 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.

23. 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.

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

WILLIE NORFLEET, JR.

A motion was made by Victor Perez seconded by Rene Rodriguez *to delete items twenty-two (22), twenty-three (23) and twenty-four (24).* Motion passed.

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

Nays:

Abstain:

21. DISCUSSION REGARDING JACQUELINE YALDA V. CITY OF SOCORRO POLICE DEPARTMENT AND SERGEANT REFUGIO ORTA; CAUSE NO. 2012DCV02044; COUNTY COURT AT LAW NUMBER THREE.

JIM MARTINEZ

A motion was made by Rene Rodriguez seconded by Gloria M. Rodriguez *to accept the recommendation made by Mrs. Mary Potts, of Texas Municipal League.* Motion passed.

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

Nays:

Abstain:

25. ADJOURN

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 8:43 p.m.* Motion passed.

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

Nays:

Abstain:

Jesus Ruiz, Mayor

Minutes prepared by
Olivia Navarro
Assistant City Clerk

Date minutes approved

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1 / Mayor Pro Tem



Gloria M. Rodríguez
District 2

Victor Perez
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 6, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Karina Hagelsieb

SUBJECT: DISCUSSION AND ACTION ON APPROVING TRAVEL FOR COURT STAFF AND BAILIFF.

SUMMARY

This action approves travel for the following employees:

| <u>Name</u> | <u>Seminar</u> | <u>Cost</u> |
|------------------|--------------------------------------|-------------|
| Isela Gonzalez | South Padre Regional Clerks Seminar | \$1,281.97 |
| Javier Esparza | SA Bailiff & Warrant Officer Seminar | \$1,086.97 |
| Cynthia Chaparro | Austin Juvenile Case Manager Seminar | \$ 741.00 |

STATEMENT OF THE ISSUE

The court employees need to stay current with the changing laws. This travel will serve to bring awareness of any new procedures, fines & fees associated with municipal courts.

FINANCIAL IMPACT

This will cost a total \$3,109.94, including per-diem, air flight, car rental, hotel and seminar fee.

ALTERNATIVE

STAFF RECOMMENDATION

The Staff recommends approving travel for court employees and bailiff.

| | | |
|------------------------------|--|-----------------------------|
| <u>ISELA GONZALEZ</u> | SOUTH PADRE REGIONAL CLERKS SEMINAR | 4-28-2014- 4-30-2014 |
|------------------------------|--|-----------------------------|

| | | |
|------------------|---|-------------------|
| REGISTRATION FEE | | \$ 50.00 |
| AIRFAIR | SOUTHWEST TO SAN ANTONIO | \$ 260.50 |
| HOTEL | Night before and After the Seminar (Sunday & Wednesday) | \$ 320.00 |
| CAR RENTAL | UNLIMITED MILES (ENTERPRISE) | \$ 396.47 |
| PER DIEM 3 DAYS | \$85.00 X 3 | <u>\$ 255.00</u> |
| TOTAL | | \$1,281.97 |

| | | |
|------------------------------|--|------------------------------|
| <u>JAVIER ESPARZA</u> | BAILIFF & WARRANT OFFICER SEMINAR | 5 18-2014 – 5-20-2014 |
|------------------------------|--|------------------------------|

| | | |
|------------------|------------------------------|-------------------|
| REGISTRATION FEE | | \$ 100.00 |
| AIRFAIR | SOUTHWEST TO SAN ANTONIO | \$ 260.50 |
| HOTEL | COVERED BY TMCEC | \$ |
| CAR RENTAL | UNLIMITED MILES (ENTERPRISE) | \$ 396.47 |
| PER DIEM 3 DAYS | \$110.00 X 3 | <u>\$ 330.00</u> |
| TOTAL | | \$1,086.97 |

| | | |
|--------------------------------|---|------------------------------|
| <u>CYNTHIA CHAPARRO</u> | JUVENILE CASE MANAGER – AUSTIN, TX | 7-14-2014 – 7-18-2014 |
|--------------------------------|---|------------------------------|

| | | |
|------------------|---------------------|------------------|
| REGISTRATION FEE | | \$ 100.00 |
| AIRFAIR | SOUTHWEST TO AUSTIN | \$ 281.50 |
| HOTEL | COVERED BY TMCEC | \$ |
| CAR RENTAL | NONE | \$ |
| PER DIEM 3 DAYS | \$120.00 X 3 | <u>\$ 360.00</u> |
| TOTAL | | \$ 741.00 |

2013-2014 TMCEC Academic Schedule

At-A-Glance

Table of Contents

Conferences Offered:

| | |
|---------------------------------|----|
| Assessment Clinics | 11 |
| Bailiffs/Warrant Officers | 8 |
| Clerks Regional | 6 |
| Court Administrators | 7 |
| Judges Regional | 3 |
| New Clerks | 7 |
| New, Non-Attorney Judges | 3 |
| Orientations | 5 |
| Prosecutors | 8 |
| Traffic Safety | 16 |

Additional Information:

| | |
|-----------------------------------|-------|
| CLE Fees | 3 |
| Clerk Certification | |
| Program Information | 12 |
| Clerk Certification Test | |
| Application | 15 |
| Clerk Certification F.A.Q. | 13 |
| Conference Information | 9 |
| Flex-time | 2 |
| Judicial Education | 17 |
| Online Learning Center | 11 |
| Opt-Out Form/Alternative | |
| Judicial Education | 17 |
| Pre-Conference | |
| Prep. Course | 14 |
| Registration Form | 20-22 |
| Rules of Judicial Education | 2 |
| Speaker's Bureau | 5 |
| Waiver Process | 4 |

www.tmcec.com
512.320.8274
512.435.6118 (f)
800.252.3718

| Seminar | Date(s) | City | Hotel |
|---|----------------------|-----------------|-------------------------|
| Regional Judges Seminar | October 21-23, 2013 | Tyler | Holiday Inn S. Broadway |
| Regional Clerks Seminar | October 23-24, 2013 | Tyler | Holiday Inn S. Broadway |
| New Judges & Clerks Orientation | October 30, 2013 | Austin | TMCEC |
| Regional Clerks Seminar | November 18-19, 2013 | Austin | Omni Southpark |
| Regional Judges Seminar | November 18-20, 2013 | Austin | Omni Southpark |
| New Judges & Clerks Seminar | December 9-13, 2013 | Austin | Omni Southpark |
| Regional Clerks Seminar | January 6-7, 2014 | Galveston | San Luis Resort |
| Regional Clerks Seminar | January 13-14, 2014 | San Antonio | Omni at the Colonnade |
| Regional Judges Seminar | January 13-15, 2014 | San Antonio | Omni at the Colonnade |
| Level III Assessment Clinic | January 27-30, 2014 | Austin | Crowne Plaza |
| Regional Clerks Seminar | February 10-11, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar | February 10-12, 2014 | Addison | Crowne Plaza |
| Regional Clerks Seminar II | February 13, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar ✓ | February 23-25, 2014 | Galveston | San Luis Resort ✓ |
| Regional Clerks Seminar | March 3-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Judges Seminar | March 3-5, 2014 | Houston | Hilton NASA Clear Lake |
| New Judges & Clerks Orientation | March 19, 2014 | Austin | TMCEC |
| Prosecutors Seminar | March 24-26, 2014 | San Marcos | Embassy Suites |
| Traffic Safety Conference | April 2-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Clerks Seminar | April 14-15, 2014 | Lubbock | Overton Hotel |
| Regional Judges Seminar | April 14-16, 2014 | Lubbock | Overton Hotel |
| Regional Clerks Seminar ✓ | April 28-30, 2014* | S. Padre Island | Pearl South Padre ✓ |
| Regional Attorney Judges Seminar | May 4-6, 2014 | S. Padre Island | Isla Grand Beach Resort |
| Regional Non-Attorney Judges Seminar | May 6-8, 2014 | S. Padre Island | Isla Grand Beach Resort |
| New Judges & Clerks Orientation | May 14, 2014 | Austin | TMCEC |
| ✓ Bailiff & Warrant Officer Seminar | May 18-20, 2014 | San Antonio | Omni at the Colonnade ✓ |
| Regional Clerks Seminar | June 9-10, 2014 | El Paso | Airport Wyndham |
| Regional Judges Seminar | June 9-11, 2014 | El Paso | Airport Wyndham |
| Prosecutors & Court Administrator Seminar | June 23-25, 2014 | Houston | Hilton NASA Clear Lake |
| ✓ Juvenile Case Managers Seminar | July 7-9, 2014 | Austin | Omni Southpark ✓ |
| New Judges & Clerks Seminar | July 14-18, 2014 | Austin | Omni Southpark |

<http://register.tmcec.com>

* There is an optional Traffic Safety four-hour program on April 29, 2014.

30 Per Kristal at
TMCEC

IMPORTANT NOTICE:

This catalog contains information about the TMCEC educational programs. Please read it carefully – especially the General Conference Information on pages 9-10. While every effort is made to ensure the correctness of the information, there are sometimes changes. Please read your confirmation letter carefully in case there are changes. TMCEC reserves the right to modify course offerings, hotel sites, and its rules and procedures. Please note the change to the housing policy – there is now a \$50 per night charge for a single room at regional judges and clerks programs, as well as the Assessment Clinic, Court Administrators Seminar, Bailiff & Warrant Officers Seminar, Juvenile Case Managers Seminar, and Traffic Safety Conference.

Search Southwest

southwestgiftcard@

| Sign Up | Save | Help | Español

Search Flights

Select Flights

Price

Purchase

Confirmed

El Paso, TX to San Antonio, TX

Air

Total Price: **\$260.50**

ITINERARY

| | | | | |
|-------------------------|-----------------|--|------------------------|---|
| DEPART APR 26 SAT | 06:45 AM | Depart El Paso, TX (ELP) on Southwest Airlines | Flight #1401 | |
| | 09:20 AM | Arrive in Dallas (Love Field), TX (DAL) | WIFI available | Saturday, April 26, 2014 |
| | 10:25 AM | Change to Southwest Airlines in Dallas (Love Field), TX (DAL) | Flight #791 | Travel Time 3 h 45 m (1 stop, includes 1 plane change) Wanna Get Away |
| | 11:30 AM | Arrive in San Antonio, TX (SAT) | | |
| RETURN MAY 1 THU | 06:05 PM | Depart San Antonio, TX (SAT) on Southwest Airlines | Flight #2515 | |
| | 07:00 PM | Arrive in Houston (Hobby), TX (HOU) | WIFI available | Thursday, May 1, 2014 |
| | 09:15 PM | Change to Southwest Airlines in Houston (Hobby), TX (HOU) | Flight #615 | Travel Time 5 h 05 m (1 stop, includes 1 plane change) Wanna Get Away |
| | 10:10 PM | Arrive in El Paso, TX (ELP) | | |

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

| Trip | Routing | Fare Type View Fare Rules | Fare Details | Quantity | Total |
|--------|-------------|-----------------------------------|---|----------|----------|
| Depart | ELP-DAL-SAT | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$111.00 |
| Return | SAT-HOU-ELP | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$149.50 |

Enroll in Rapid Rewards and earn at least 1217 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

You can't find this great fare on any other website. Southwest fares are only on Southwest.com.

1st and 2nd Checked Bags Fly Free.

Weight and size limits apply.

Subtotal **\$260.50**
Fare Breakdown

Bag Charge \$0.00

Air Total:
\$260.50

Quick Air Links

Check In
Change Flight
Check Flight Status

Account Login

Enroll Now!

Account Number or Username
Password (Case Sensitive)

☐ Remember Me

Need help logging in?

Manage Travel

Shopping Cart

Air

Modify | Remove

APR 26 Depart Flt 1401/791
SAT ELP SAT
6:45 AM 11:30 AM

Adult Air fare per person
Wanna Get Away fare **\$111.00**

MAY 1 Return Flt 2515/615
THU SAT ELP
6:05 PM 10:10 PM

Adult Air fare per person
Wanna Get Away fare **\$149.50**

Cost Breakdown

Adult \$260.50 x 1 **\$260.50**

Govt. Taxes & Fees
We'll reserve the flight upon purchase completion.

Trip Total **\$260.50**

Not ready to book yet? Save this trip and book later.

Save Flight Checkout

Rapid Rewards

Modify Trip

Purchase your shopping cart...

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue



Get **\$100 Statement Credit*** after first purchase
& Earn **10,000 Bonus Points**

Apply Now

*Ticket price and statement credit may post on separate statements.

Ticket Price: \$260.50
Credit Card Statement: -\$100.00

Total After Statement Credit: **\$160.50**

Add a Hotel

constitutes acceptance of our Terms and Conditions. Privacy Policy

Pickup Date

04/26/2014

Dropoff Date

05/01/2014

Shop All Hotel Chains

Shop All



| | | |
|--------------------------------------|-------------------------|--|
| Member#: | Password: | |
| <input type="text"/> | <input type="text"/> | |
| <input type="button" value="Login"/> | Forgot? | |

Reservation Summary

50% Complete

Location Details [change](#)

Pick Up Location

SAN ANTONIO INTL ARPT
SAN ANTONIO, TX 78216-6002
Tel.: (210) 348-6806

Dates & Times [change](#)

Pick Up

Apr 26, 2014 @ Noon

Return

May 1, 2014 @ Noon

Vehicle Class [change](#)

Economy

Renter's Age [change](#)

25 and Up

Renter's Information

(not yet entered)

[Start over](#)

Enterprise Location Details

One location was found for SAT.

☒ **SAN ANTONIO INTL ARPT**
8530 EASTERN ST
SAN ANTONIO, TX 78216-6002

Tel.: (210) 348-6806

Business Hours
(for the week of Apr 21, 2014)

| Open | Close |
|-------------------|----------|
| Monday 5:30 am | 10:30 pm |
| Tuesday 5:30 am | 10:30 pm |
| Wednesday 5:30 am | 10:30 pm |
| Thursday 5:30 am | 10:30 pm |
| Friday 5:30 am | 10:30 pm |
| Saturday 6:00 am | 10:30 pm |
| Sunday 6:00 am | 10:30 pm |

Mileage Restrictions

This vehicle comes with unlimited mileage.

Shuttle Information

☒ FROM THE BAGGAGE CLAIM AREA OF EACH TERMINAL PROCEED OUTSIDE AND WAIT AT THE CURB SIDE FOR THE SHUTTLE BUS. THE ENTERPRISE SHUTTLE WILL MEET YOU THERE AND RUNS EVERY 5 MINUTES. SELF-SERVICE KIOSKS AT THIS LOCATION CAN MAKE YOUR RENTAL TRANSACTION QUICK AND EASY.

Are you flying general aviation and need FBO service? Go To enterprise.com/GA

Vehicle Class selected: Economy

[Show All Vehicles](#)

Chevy Spark or similar

| | |
|-----------------------------------|------------------|
| 1 Week @ | \$ 281.53 |
| \$ 281.53 USD | USD |
| Drop Charge | \$ 0.00 |
| | USD |
| CUSTOMER FACILITY CHARGE 4.50/DAY | \$ 22.50 |
| | USD |
| CONCESSION RECOUP FEE 11.11 PCT | \$ 32.22 |
| | USD |
| BEXAR SPORTS VENUE TAX 5 PCT | \$ 17.24 |
| | USD |
| TEXAS REIMBURSEMENT 1.70/DAY | \$ 8.50 |
| | USD |
| MOTOR VEH RENTAL TAX | \$ 34.48 |
| | USD |
| * Total Estimated Charges | \$ 396.47 |
| | USD |

Additional surcharges, local taxes, etc. may apply.

[Select and Continue](#)



U.S. General Services Administration

[Home](#) | [Mobile Site](#) | [Newsroom](#) | [Regions](#) | [Staff Directory](#) | [Careers](#) | [Forms](#) | [e-Tools](#) | [QuickLinks](#)

[Home](#) > [Policy & Regulations](#) > [Travel and Relocation Policy](#) > [Per Diem](#) > [Per Diem Rates](#) >

FY 2014 Per Diem Rates for Texas

(October 2013 - September 2014)

| SEARCH BY CITY, STATE OR ZIP CODE | | |
|---|----|--|
| Enter your city <input type="text" value="san antonio"/> | OR | Enter your ZIP Code <input type="text"/> |
| | | <input type="button" value="FIND PER DIEM RATES"/> |
| <input type="text" value="Texas"/> | | Per Diem Map > |

ADDITIONAL PER DIEM TOPICS

[Meals & Incidental Expenses Breakdown \(M&IE\)](#)
[FAQs](#)
[State Tax Exemption Forms](#)
[Factors Influencing Lodging Rates](#)
[FY 2014 Per Diem Highlights](#)
[Fire Safe Hotels](#)
[Have a Per diem Question?](#)
[Downloadable Per Diem Files](#)

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website](#) (a non-federal website).

You searched for: **sn antonio, Texas**

Your search inquiry returned more than one possibility. Here are the possible rates.

| Primary Destination* (1) | County (2, 3) | Max lodging by Month (excluding taxes) | | | | | | | | | | | | | Meals & Inc. Exp.** |
|-------------------------------------|---|--|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------------|
| | | 2013 | | | 2014 | | | | | | | | | | |
| | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | | |
| Standard Rate | Applies for all locations without specified rates | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 46 |
| Arlington / Fort Worth / Grapevine | Tarrant County and City of Grapevine | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 56 |
| Austin | Travis | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 71 |
| Big Spring | Howard | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 46 |
| College Station | Brazos | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 56 |
| Corpus Christi | Nueces | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 51 |
| Dallas | Dallas County | 123 | 108 | 108 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 71 |
| El Paso | El Paso | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 51 |
| Galveston | Galveston | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 119 | 119 | 119 | 91 | 56 |
| Greenville | Hunt County | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 51 |
| Houston (L.B. Johnson Space Center) | Montgomery, Fort Bend and Harris | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 71 |
| Laredo | Webb | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 56 |
| McAllen | Hidalgo | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 56 |
| Midland | Midland | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 56 |
| Pearsall | Frio, Medina, and La Salle | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 46 |
| Plano | Collin | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 61 |
| Round Rock | Williamson | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 51 |
| San Antonio | Bexar | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 66 |
| South Padre Island | Cameron | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 103 | 103 | 85 | 85 | 56 |
| Waco | McLennan | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 51 |

2013-2014 TMCEC Academic Schedule

At-A-Glance

Table of Contents

Conferences Offered:

| | |
|---------------------------------|----|
| Assessment Clinics | 11 |
| Bailiffs/Warrant Officers | 8 |
| Clerks Regional | 6 |
| Court Administrators..... | 7 |
| Judges Regional | 3 |
| New Clerks | 7 |
| New, Non-Attorney Judges .. | 3 |
| Orientations | 5 |
| Prosecutors | 8 |
| Traffic Safety | 16 |

Additional Information:

| | |
|--------------------------------|-------|
| CLE Fees | 3 |
| Clerk Certification | |
| Program Information | 12 |
| Clerk Certification Test | |
| Application | 15 |
| Clerk Certification F.A.Q..... | 13 |
| Conference Information | 9 |
| Flex-time | 2 |
| Judicial Education | 17 |
| Online Learning Center..... | 11 |
| Opt-Out Form/Alternative | |
| Judicial Education | 17 |
| Pre-Conference | |
| Prep. Course | 14 |
| Registration Form | 20-22 |
| Rules of Judicial Education .. | 2 |
| Speaker's Bureau..... | 5 |
| Waiver Process | 4 |

www.tmcec.com
512.320.8274
512.435.6118 (f)
800.252.3718

| Seminar | Date(s) | City | Hotel |
|---|----------------------|-----------------|-------------------------|
| Regional Judges Seminar | October 21-23, 2013 | Tyler | Holiday Inn S. Broadway |
| Regional Clerks Seminar | October 23-24, 2013 | Tyler | Holiday Inn S. Broadway |
| New Judges & Clerks Orientation | October 30, 2013 | Austin | TMCEC |
| Regional Clerks Seminar | November 18-19, 2013 | Austin | Omni Southpark |
| Regional Judges Seminar | November 18-20, 2013 | Austin | Omni Southpark |
| New Judges & Clerks Seminar | December 9-13, 2013 | Austin | Omni Southpark |
| Regional Clerks Seminar | January 6-7, 2014 | Galveston | San Luis Resort |
| Regional Clerks Seminar | January 13-14, 2014 | San Antonio | Omni at the Colonnade |
| Regional Judges Seminar | January 13-15, 2014 | San Antonio | Omni at the Colonnade |
| Level III Assessment Clinic | January 27-30, 2014 | Austin | Crowne Plaza |
| Regional Clerks Seminar | February 10-11, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar | February 10-12, 2014 | Addison | Crowne Plaza |
| Regional Clerks Seminar II | February 13, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar ✓ | February 23-25, 2014 | Galveston | San Luis Resort ✓ |
| Regional Clerks Seminar | March 3-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Judges Seminar | March 3-5, 2014 | Houston | Hilton NASA Clear Lake |
| New Judges & Clerks Orientation | March 19, 2014 | Austin | TMCEC |
| Prosecutors Seminar | March 24-26, 2014 | San Marcos | Embassy Suites |
| Traffic Safety Conference | April 2-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Clerks Seminar | April 14-15, 2014 | Lubbock | Overton Hotel |
| Regional Judges Seminar | April 14-16, 2014 | Lubbock | Overton Hotel |
| Regional Clerks Seminar ✓ | April 28-30, 2014* | S. Padre Island | Pearl South Padre ✓ |
| Regional Attorney Judges Seminar | May 4-6, 2014 | S. Padre Island | Isla Grand Beach Resort |
| Regional Non-Attorney Judges Seminar | May 6-8, 2014 | S. Padre Island | Isla Grand Beach Resort |
| New Judges & Clerks Orientation | May 14, 2014 | Austin | TMCEC |
| ✓ Bailiff & Warrant Officer Seminar | May 18-20, 2014 | San Antonio | Omni at the Colonnade ✓ |
| Regional Clerks Seminar | June 9-10, 2014 | El Paso | Airport Wyndham |
| Regional Judges Seminar | June 9-11, 2014 | El Paso | Airport Wyndham |
| Prosecutors & Court Administrator Seminar | June 23-25, 2014 | Houston | Hilton NASA Clear Lake |
| ✓ Juvenile Case Managers Seminar | July 7-9, 2014 | Austin | Omni Southpark ✓ |
| New Judges & Clerks Seminar | July 14-18, 2014 | Austin | Omni Southpark |

<http://register.tmcec.com>

* There is an optional Traffic Safety four-hour program on April 29, 2014.

IMPORTANT NOTICE:

This catalog contains information about the TMCEC educational programs. Please read it carefully – especially the General Conference Information on pages 9-10. While every effort is made to ensure the correctness of the information, there are sometimes changes. Please read your confirmation letter carefully in case there are changes. TMCEC reserves the right to modify course offerings, hotel sites, and its rules and procedures. Please note the change to the housing policy – there is now a \$50 per night charge for a single room at regional judges and clerks programs, as well as the Assessment Clinic, Court Administrators Seminar, Bailiff & Warrant Officers Seminar, Juvenile Case Managers Seminar, and Traffic Safety Conference.

Search Southwest

southwestgiftcard®

| Sign Up 'n Save | Help | Español

Search Flights

Select Flights

Price

Purchase

Confirmed

El Paso, TX to San Antonio, TX

Air

Total Price: **\$227.50**

ITINERARY

| | | | |
|-------------------------|--|-----------------|---|
| DEPART MAY 17 SAT | 10:20 AM Depart El Paso, TX (ELP) on Southwest Airlines | Flight #3096 | Saturday, May 17, 2014 |
| | 12:50 PM Arrive in San Antonio, TX (SAT) | | Travel Time 1 h 30 m (Nonstop) Wanna Get Away |
| RETURN MAY 21 WED | 06:05 PM Depart San Antonio, TX (SAT) on Southwest Airlines | Flight #2515 | Wednesday, May 21, 2014 |
| | 07:00 PM Arrive in Houston (Hobby), TX (HOU) | WIFI available | |
| | 09:15 PM Change to Southwest Airlines in Houston (Hobby), TX (HOU) | Flight #615 | Travel Time 5 h 05 m (1 stop, includes 1 plane change) Wanna Get Away |
| | 10:10 PM Arrive in El Paso, TX (ELP) | | |

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

| Trip | Routing | Fare Type View Fare Rules | Fare Details | Quantity | Total |
|--------|-------------|-----------------------------------|---|----------|----------|
| Depart | ELP-SAT | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$109.00 |
| Return | SAT-HOU-ELP | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$118.50 |

Enroll in Rapid Rewards and earn at least 1094 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

You can't find this great fare on any other website. Southwest fares are only on Southwest.com.

1st and 2nd Checked Bags Fly Free.

Weight and size limits apply.

Subtotal **\$227.50**
Fare Breakdown

Bag Charge \$0.00

Air Total:
\$227.50

Quick Air Links

Check In
Change Flight
Check Flight Status

Account Login

Enroll Now!

Account Number or Username

Password (Case Sensitive)

☐ Remember Me

Need help logging in?

Manage Travel

Shopping Cart

Air

Modify | Remove

| | | |
|---------------------------|-----------------------|-----------------|
| MAY 17 | Depart Flt 3096 | |
| SAT | ELP | SAT |
| | 10:20 AM | 12:50 PM |
| Adult Air fare per person | | |
| Wanna Get Away fare | | \$109.00 |
| MAY 21 | Return Flt 2515 / 615 | |
| WED | SAT | ELP |
| | 6:05 PM | 10:10 PM |
| Adult Air fare per person | | |
| Wanna Get Away fare | | \$118.50 |

Cost Breakdown

Adult \$227.50 x 1 **\$227.50**

Govt. Taxes & Fees
We'll reserve the flight upon purchase completion.

Trip Total \$227.50

Not ready to book yet? Save this trip and book later.

Save Flight

Checkout

Rapid Rewards

Modify Trip

Purchase your shopping cart...

By clicking "Continue", you agree to accept the fare rules and want to continue with this purchase

Continue



Get \$100 Statement Credit* after first purchase & Earn 10,000 Bonus Points

Apply Now

*Ticket price and statement credit may post on separate statements.

Ticket Price: \$227.50
Credit Card Statement: -\$100.00

Total After Statement Credit: \$127.50

Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.



Crockett Hotel
\$103/night

Search for hotels in San Antonio (05/17/2014 - 05/21/2014)

Close To (optional)

Center of destination within 30 miles

Show Only (optional)

constitutes acceptance of our Terms and Conditions. [Privacy Policy](#)

Pickup Date **Dropoff Date**



U.S. General Services Administration

[Home](#) | [Mobile Site](#) | [Newsroom](#) | [Regions](#) | [Staff Directory](#) | [Careers](#) | [Forms](#) | [e-Tools](#) | [QuickLinks](#)

[Home](#) > [Policy & Regulations](#) > [Travel and Relocation Policy](#) > [Per Diem](#) > [Per Diem Rates](#) >

FY 2014 Per Diem Rates for Texas

(October 2013 - September 2014)

| | | |
|---|----|--|
| SEARCH BY CITY, STATE OR ZIP CODE | | |
| Enter your city <input type="text" value="san antonio"/> | OR | Enter your ZIP Code <input type="text"/> |
| <input type="button" value="FIND PER DIEM RATES"/> | | <input type="button" value="Per Diem Map >"/> |
| <input type="text" value="Texas"/> | | |

ADDITIONAL PER DIEM TOPICS

[Meals & Incidental Expenses Breakdown \(M&IE\)](#)
[FAQs](#)
[State Tax Exemption Forms](#)
[Factors Influencing Lodging Rates](#)
[FY 2014 Per Diem Highlights](#)
[Fire Safe Hotels](#)
[Have a Per diem Question?](#)
[Downloadable Per Diem Files](#)

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-federal website).

You searched for: san antonio, Texas

Your search inquiry returned more than one possibility. Here are the possible rates.

| Primary Destination* (1) | County (2, 3) | Max lodging by Month (excluding taxes) | | | | | | | | | | | | Meals & Inc. Exp.** |
|-------------------------------------|---|--|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|---------------------------|
| | | 2013 | | | 2014 | | | | | | | | | |
| | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | |
| Standard Rate | Applies for all locations without specified rates | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 83 | 46 |
| Arlington / Fort Worth / Grapevine | Tarrant County and City of Grapevine | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 56 |
| Austin | Travis | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 71 |
| Big Spring | Howard | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 128 | 46 |
| College Station | Brazos | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 56 |
| Corpus Christi | Nueces | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 97 | 51 |
| Dallas | Dallas County | 123 | 106 | 108 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 123 | 71 |
| El Paso | El Paso | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 51 |
| Galveston | Galveston | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 119 | 119 | 119 | 56 |
| Greenville | Hunt County | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 51 |
| Houston (L.B. Johnson Space Center) | Montgomery, Fort Bend and Harris | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 118 | 71 |
| Laredo | Webb | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 56 |
| McAllen | Hidalgo | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 56 |
| Midland | Midland | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 164 | 56 |
| Pearsall | Frio, Medina, and La Salle | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 151 | 46 |
| Plano | Collin | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 61 |
| Round Rock | Williamson | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 91 | 51 |
| San Antonio | Bexar | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 110 | 66 |
| South Padre Island | Cameron | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 103 | 103 | 85 | 85 | 56 |
| Waco | McLennan | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 87 | 51 |

2013-2014 TMCEC Academic Schedule At-A-Glance

Table of Contents

Conferences Offered:

| | |
|---------------------------------|----|
| Assessment Clinics | 11 |
| Bailiffs/Warrant Officers | 8 |
| Clerks Regional | 6 |
| Court Administrators..... | 7 |
| Judges Regional | 3 |
| New Clerks | 7 |
| New, Non-Attorney Judges | 3 |
| Orientations | 5 |
| Prosecutors | 8 |
| Traffic Safety | 16 |

Additional Information:

| | |
|--|-------|
| CLE Fees | 3 |
| Clerk Certification Program Information | 12 |
| Clerk Certification Test Application | 15 |
| Clerk Certification F.A.Q..... | 13 |
| Conference Information | 9 |
| Flex-time | 2 |
| Judicial Education..... | 17 |
| Online Learning Center..... | 11 |
| Opt-Out Form/Alternative Judicial Education | 17 |
| Pre-Conference Prep. Course | 14 |
| Registration Form | 20-22 |
| Rules of Judicial Education | 2 |
| Speaker's Bureau..... | 5 |
| Waiver Process | 4 |

www.tmcec.com
512.320.8274
512.435.6118 (f)
800.252.3718

| Seminar | Date(s) | City | Hotel |
|---|----------------------|-----------------|-------------------------|
| Regional Judges Seminar | October 21-23, 2013 | Tyler | Holiday Inn S. Broadway |
| Regional Clerks Seminar | October 23-24, 2013 | Tyler | Holiday Inn S. Broadway |
| New Judges & Clerks Orientation | October 30, 2013 | Austin | TMCEC |
| Regional Clerks Seminar | November 18-19, 2013 | Austin | Omni Southpark |
| Regional Judges Seminar | November 18-20, 2013 | Austin | Omni Southpark |
| New Judges & Clerks Seminar | December 9-13, 2013 | Austin | Omni Southpark |
| Regional Clerks Seminar | January 6-7, 2014 | Galveston | San Luis Resort |
| Regional Clerks Seminar | January 13-14, 2014 | San Antonio | Omni at the Colonnade |
| Regional Judges Seminar | January 13-15, 2014 | San Antonio | Omni at the Colonnade |
| Level III Assessment Clinic | January 27-30, 2014 | Austin | Crowne Plaza |
| Regional Clerks Seminar | February 10-11, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar | February 10-12, 2014 | Addison | Crowne Plaza |
| Regional Clerks Seminar II | February 13, 2014 | Addison | Crowne Plaza |
| Regional Judges Seminar ✓ | February 23-25, 2014 | Galveston | San Luis Resort ✓ |
| Regional Clerks Seminar | March 3-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Judges Seminar | March 3-5, 2014 | Houston | Hilton NASA Clear Lake |
| New Judges & Clerks Orientation | March 19, 2014 | Austin | TMCEC |
| Prosecutors Seminar | March 24-26, 2014 | San Marcos | Embassy Suites |
| Traffic Safety Conference | April 2-4, 2014 | Houston | Hilton NASA Clear Lake |
| Regional Clerks Seminar | April 14-15, 2014 | Lubbock | Overton Hotel |
| Regional Judges Seminar | April 14-16, 2014 | Lubbock | Overton Hotel |
| Regional Clerks Seminar | April 28-30, 2014* | S. Padre Island | Pearl South Padre ✓ |
| Regional Attorney Judges Seminar | May 4-6, 2014 | S. Padre Island | Isla Grand Beach Resort |
| Regional Non-Attorney Judges Seminar | May 6-8, 2014 | S. Padre Island | Isla Grand Beach Resort |
| New Judges & Clerks Orientation | May 14, 2014 | Austin | TMCEC |
| ✓ Bailiff & Warrant Officer Seminar | May 18-20, 2014 | San Antonio | Omni at the Colonnade ✓ |
| Regional Clerks Seminar | June 9-10, 2014 | El Paso | Airport Wyndham |
| Regional Judges Seminar | June 9-11, 2014 | El Paso | Airport Wyndham |
| Prosecutors & Court Administrator Seminar | June 23-25, 2014 | Houston | Hilton NASA Clear Lake |
| ✓ Juvenile Case Managers Seminar | July 7-9, 2014 | Austin | Omni Southpark ✓ |
| New Judges & Clerks Seminar | July 14-18, 2014 | Austin | Omni Southpark |

<http://register.tmcec.com>

* There is an optional Traffic Safety four-hour program on April 29, 2014.

IMPORTANT NOTICE:

This catalog contains information about the TMCEC educational programs. Please read it carefully – especially the General Conference Information on pages 9-10. While every effort is made to ensure the correctness of the information, there are sometimes changes. Please read your confirmation letter carefully in case there are changes. TMCEC reserves the right to modify course offerings, hotel sites, and its rules and procedures. Please note the change to the housing policy – there is now a \$50 per night charge for a single room at regional judges and clerks programs, as well as the Assessment Clinic, Court Administrators Seminar, Bailiff & Warrant Officers Seminar, Juvenile Case Managers Seminar, and Traffic Safety Conference.

Search Southwest

southwestgiftcard@

| Sign Up | n Save | Help | Español

Search Flights

Select Flights

Price

Purchase

Confirmed

El Paso, TX to Austin, TX

Air

Total Price: \$281.50

ITINERARY

| | | | | |
|------------------------|----------|---|------------------------|-------------------------|
| DEPART JUL 3 THU | 07:25 PM | Depart El Paso, TX (ELP) on Southwest Airlines | Flight #4165 SOUTHWEST | Thursday, July 3, 2014 |
| | 09:55 PM | Arrive in Austin, TX (AUS) | | |
| RETURN JUL 9 WED | 08:35 PM | Depart Austin, TX (AUS) on Southwest Airlines | Flight #4128 SOUTHWEST | Wednesday, July 9, 2014 |
| | 09:25 PM | Arrive in Houston (Hobby), TX (HOU) | WiFi available | |
| | 10:20 PM | Change to Southwest Airlines in Houston (Hobby), TX (HOU) | Flight #1290 SOUTHWEST | |
| | 11:05 PM | Arrive in El Paso, TX (ELP) | WiFi available | |

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

| Trip | Routing | Fare Type View Fare Rules | Fare Details | Quantity | Total |
|--------|-------------|-----------------------------------|---|----------|----------|
| Depart | ELP-AUS | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$136.00 |
| Return | AUS-HOU-ELP | Wanna Get Away Excellent Value | <ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points | 1 | \$145.50 |

Enroll in Rapid Rewards and earn at least 1396 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

You can't find this great fare on any other website. Southwest fares are only on Southwest.com.

1st and 2nd Checked Bags Fly Free.

Weight and size limits apply.

Bag Charge \$0.00

Air Total:
\$281.50

Quick Air Links

Check In
Change Flight
Check Flight Status

Account Login

Enroll Now!

Account Number or Username

Password (Case Sensitive)

☐ Remember Me

Need help logging in?

Manage Travel

Shopping Cart

Air

Modify | Remove

JUL 3
THU
Depart Flt 4165
ELP AUS
7:25 PM 9:55 PM

Adult Air fare per person
Wanna Get Away fare \$136.00

JUL 9
WED
Return Flt 4128/1290
AUS ELP
8:35 PM 11:05 PM

Adult Air fare per person
Wanna Get Away fare \$145.50

Cost Breakdown

Adult \$281.50 x 1 \$281.50
Govt. Taxes & Fees
We'll reserve the flight upon purchase completion.

Trip Total \$281.50

Not ready to book yet? Save
this trip and book later.

Save Flight Checkout

Rapid Rewards

Modify Trip

Purchase your shopping cart...

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue



Get \$100 Statement Credit* after first purchase
& Earn 10,000 Bonus Points

Apply Now

*Ticket price and statement credit may post on separate statements.

Ticket Price: \$281.50

Credit Card Statement: -\$100.00

Total After Statement Credit: \$181.50

Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.


Search for hotels in Austin (07/03/2014 - 07/09/2014)

Close To (optional)

Center of destination

within 30 miles

Show Only (optional)

Hotel Chains 

Shop All Hotel Chains

Find Hotels

constitutes acceptance of our Terms and Conditions. [Privacy Policy](#)

Pickup Date

Dropoff Date

07/03/2014

07/09/2014

Shop All

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

ORDINANCE 328

AN ORDINANCE CHANGING THE ZONING OF TRACT 1B, BLOCK 28, SOCORRO GRANT, FROM A-1 (AGRICULTURAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL).

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 of the City of Socorro, as amended, the zoning of Tract 1B, Block 28, Socorro Grant is changed from A-1 (Agricultural) to R-2 (Medium Density Residential).

READ, ADOPTED AND APPROVED this 6th day of March 2014.

CITY OF SOCORRO, TEXAS

Jesus Ruiz, Mayor

ATTEST:

Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Willie Norfleet, Jr., City Manager

Introduction and First Reading: February 13, 2014
Second Reading and Adoption: March 6, 2014

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: February 13, 2014.

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet Jr., City Manager

SUBJECT:

Introduction, First Reading, and Calling for a Public Hearing for the proposed rezoning of Tract 1B, Block 28, Socorro Grant, City of Socorro, Texas, from A-1 (Agricultural), to R-2 (Medium Density Residential).

LOCATION:

The property is located at Southwest boundary of the City of Socorro, abutting the City of San Elizario's, and it has an approximate area of 10.0 acres.

OWNER:

Paso del Norte Land Investments, LP
11930 Vista del Sol # C
El Paso, Texas 79936

HISTORY:

La Junta Subdivision was recorded in 1987 with 119 residential lots classified as R-1 (Single Family Residential).

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

According to the Flood Insurance Rate Maps, the referenced property lies within an area determined to be outside of the 500-year flood plain, more particularly described as **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0300-B / FEMA, September 4, 1991).

Adjacent Land Uses:

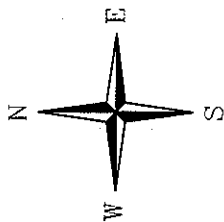
North: A-1, Agricultural
South: A-1, Agricultural
East: A-1, Agricultural
West: A-1, Agricultural

REMARKS:

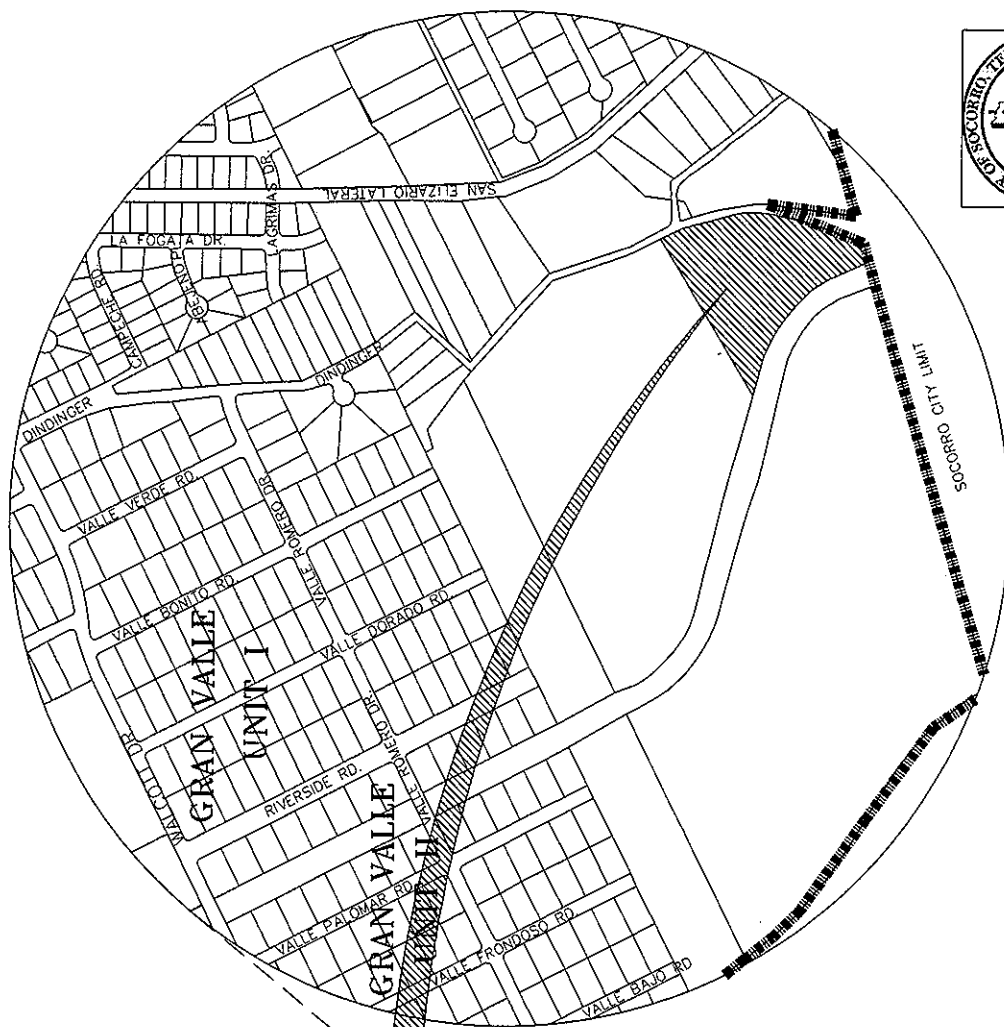
Existing land use: Vacant Lot
Proposed land use: Residential development.

RECOMMENDATION:

The Planning and Zoning Commission recommends APPROVAL.



PROJECT SITE:
11000 DINDINGER
TRACT 1B, BLOCK 28
SOCORRO GRANT

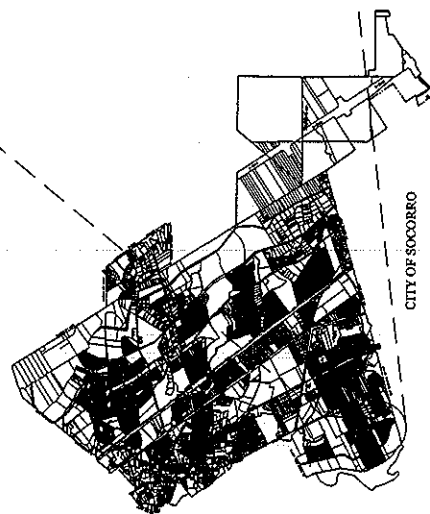


DATE: JANUARY 2014

Planning and Zoning Department
100 N. 1st Street, Socorro, NM 87901
Tel: 505.835.1231 Fax: 505.835.1232

LOCATION MAP

Scale: N.T.S.





PLANNING AND ZONING DEPARTMENT

Request for Rezoning

1. Name: Paso Del Norte Land Investments, LP
Address: 11930 Vista del Sol #C El Paso, TX 79936 Phone: (915) 855-0622
Representative: Del Rio Engineering, Inc. / Sal Masoud
Address: P.O. Box 220251 El Paso, TX 79913 Phone: (915) 833-2400

2. Property Location: 11000 Block Dindinger Road
Legal Description: Tract 1B, Block 28, Socorro Grant, City of Socorro, El Paso County
Texas
If legal description is not available, a metes and bounds description will be required.

10 Acres
Area (Sq. ft. or Acreage)

A-1
Current Zoning

Agricultural
Current Land Use

R-2
Proposed Zoning

Residential
Proposed Land Use

3. All owners of record must sign document.

[Signature] For Paso Del Norte Land Inv. LLC.

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

Rezoning per parcel/tract: Less than one acre - \$650.00
1 to 10 acres - \$750.00
10 or more acres - \$750.00 + \$10.00 each additional acre

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

ORDINANCE 329

AN ORDINANCE CHANGING THE ZONING OF LOT 46, BLOCK 9, FRIEDMAN ESTATES (11463 SOCORRO ROAD) FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (LIGHT COMMERCIAL).

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

That pursuant to Chapter 50 of the Codification of Ordinances of the City of Socorro, Texas, Ordinance No. 76 of the City of Socorro, as amended, the zoning of Lot 46, Block 9, Friedman Estates (11463 Socorro Road) is changed from R-1 (Single Family Residential) to C-1 (Light Commercial).

READ, ADOPTED AND APPROVED this 6th day of March 2014.

CITY OF SOCORRO, TEXAS

Jesus Ruiz, Mayor

ATTEST:

Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Willie Norfleet, Jr., City Manager

Introduction and First Reading: February 13, 2014
Second Reading and Adoption: March 6, 2014

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: February 13, 2014.

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet Jr., City Manager

SUBJECT: Introduction, First Reading, and Calling for a Public hearing for the proposed rezoning of Lot 46, Block 9, Friedman Estates Unit I Subdivision, City of Socorro, Texas, from R-1 (Single Family Residential), to C-1 (Light Commercial).

LOCATION: The property is located at 10463 Socorro Rd., Northwesterly located at 150 feet from the intersection of Socorro Rd. and Dindinger Rd., and it has an approximate area of 6877 Sq. Ft.

OWNER: Carlos Lara Sr.
1197 Antler Peak Ct.
Las Vegas, Nevada 89110
(702) 985-2042

HISTORY: The Friedman Estates Subdivision was recorded in 1976 with 277 residential lots classified as R-1 (Single Family Residential) after the City's reactivation in 1986.

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

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

Adjacent Land Uses:

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

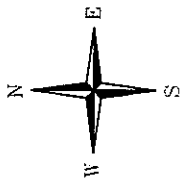
REMARKS:

Existing land use: Residential (one dwelling).
Proposed land use: C-1 (Light Commercial).

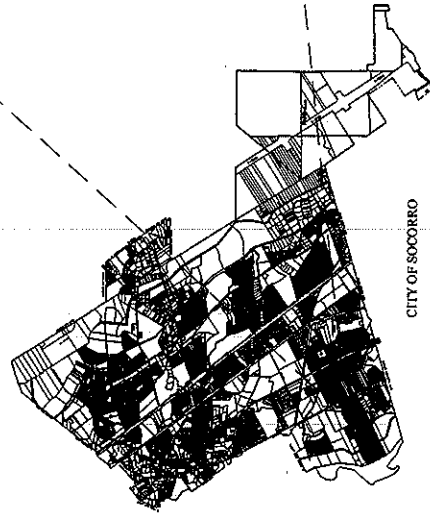
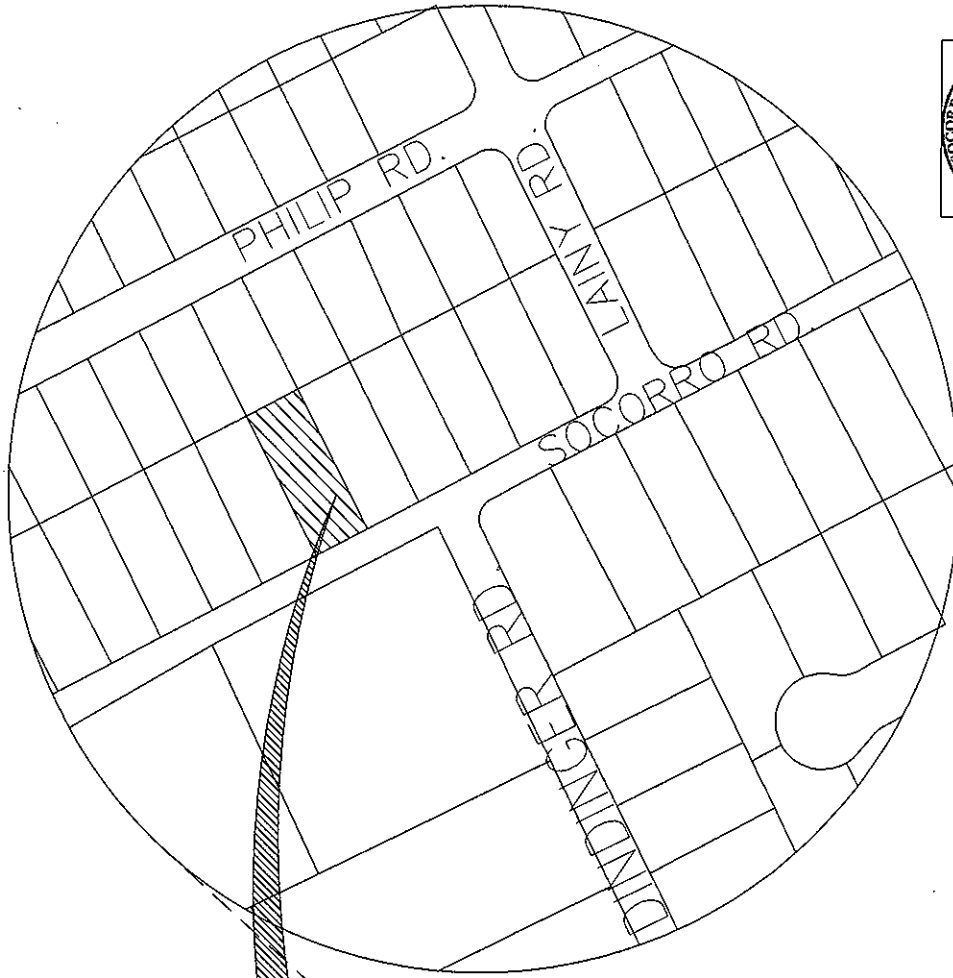
RECOMMENDATION:

The owner does not have an specific future use for the property, he only wants to rezone it and sell it as commercial, observing the permitted uses in such classification.

The Planning and Zoning Commission recommends APPROVAL.



PROJECT SITE:
11463 SOCORRO RD
LOT 46, BLOCK 9
FRIEDMAN ESTATES I



CITY OF SOCORRO



DATE: JANUARY 2014

Planning and Zoning Department
100 N. 2nd Street, Suite 1000 Socorro, NM 87801

LOCATION MAP

Scale: N.T.S.



PLANNING AND ZONING DEPARTMENT

Request for Rezoning

1. Name: CARLOS LARA SR.
Address: 1192 ANTLER PEAK CT LAS VEGAS NV 89110 Phone: 702-985-2042
Representative: GRACIELA LARA
Address: _____ Phone: 915-694-0691

2. Property Location: 11463 SOCORRO RD.

Legal Description: _____

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

6877
Area (Sq. ft. or Acreage)

RESIDENTIAL
Current Zoning

Current Land Use

C1
Proposed Zoning

COMMERCIAL
Proposed Land Use

3. All owners of record must sign document.

CARLOS LARA

Carlos Lara

Rosalia Lara

Rosalia Lara

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

Rezoning per parcel/tract: Less than one acre - \$650.00

1 to 10 acres - \$750.00

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

ORDINANCE NO. 330

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

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

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

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

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

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

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

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Socorro, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor; (ii) construction and installation of municipal drainage improvements; (iii) acquisition of vehicles and equipment for the public works department and police department; (iv) construction and equipment of park and recreational facilities and improvements; and (v) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

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

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

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

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Form of Certificate.

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

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

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

THIS CERTIFICATE is one of a series of Certificates dated March 15, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with constructing, reconstructing and improving sidewalks, streets and roads, including, bridges and intersections, street overlay, landscaping, traffic safety and operational improvements, culverts and related storm drainage and utility relocation, and the acquisition of land and interests in land as necessary therefor; construction and installation of municipal drainage improvements; acquisition of vehicles and equipment for the public works department and police department; construction and equipment of park and recreational facilities and improvements; and legal, fiscal and engineering fees in connection with such projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(signature)
City Clerk

(signature)
Mayor

(SEAL)

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

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

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

Dated: _____.

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

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____.

Signature Guaranteed:

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

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

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

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

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

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

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

(Information from Section 2 to be inserted)

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

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

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

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

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

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

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

Section 6. DEFEASANCE OF CERTIFICATES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. CONSTRUCTION FUND.

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

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

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

Section 13. COMPLIANCE WITH RULE 15c2-12.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

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

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

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

(c) Event Notices.

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

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

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

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

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

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

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

6. Tender offers;

7. Defeasances;

8. Rating changes; and

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

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

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. DEFAULT AND REMEDIES

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

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

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

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

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

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

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this March 6, 2014.

Mayor

ATTEST:

City Clerk

[CITY SEAL]

EXHIBIT A

Annual Financial Statements and Operating Data

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

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

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

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

Accounting Principles

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

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 3, 2014

TO: Mayor and Council

FROM: Sergio Cox

SUBJECT: Amending Ordinance 320

SUMMARY

Ordinance 320, Amendment No. 3, An ordinance of the City of Socorro, establishing procedures and rules for city council meetings and agendas as provided by section 3.08 of the Socorro City Charter, and establishing procedures and rules for conduct of the Socorro City Council and all of the City of Socorro boards and commissions and repealing Ordinance No. 304 amendment no. 1 and Ordinance 280 Amendment No. 1.

BACKGROUND

N/A

STATEMENT OF THE ISSUE

Ordinance 320 is being amended to call for two signatures from council members when placing an item on the agenda. The ordinance is removing the addition to the agenda deadline. The deadline to place an item on the agenda will be 5:00 p.m. Thursday. The only exception to this deadline is the city attorney.

FINANCIAL IMPACT

To be determined

ALTERNATIVE

None

RECOMMENDATION

Approve the amendment of Ordinance 320

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 / Mayor Pro-Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

ORDINANCE NO. 320
Amendment No. 3

AN ORDINANCE OF THE CITY OF SOCORRO, ESTABLISHING PROCEDURES AND RULES FOR CITY COUNCIL MEETINGS AND AGENDAS AS PROVIDED BY SECTION 3.08 OF THE SOCORRO CITY CHARTER, AND ESTABLISHING PROCEDURES AND RULES FOR CONDUCT OF THE SOCORRO CITY COUNCIL AND ALL OF THE CITY OF SOCORRO BOARDS AND COMMISSIONS AND REPEALING ORDINANCE NO. 304 AS AMENDED AND ORDINANCE 280 AS AMENDED.

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

WHEREAS, the City Council of the City of Socorro is authorized by Section 3.08 of the City Charter to establish Rules of Procedure for City Council meetings and agendas; and

WHEREAS, the City Council has previously operated under procedures set forth in the original Ordinance 280; and

WHEREAS, the City Council wishes to update and revise these procedures; and

WHEREAS, rules of procedure are necessary, indeed essential, for the proper consideration and deliberation of the Socorro City Council as well as all City Boards and Commissions; and

WHEREAS, appropriate deliberation and efficient consideration of the People's business demands that matters be addressed and resolved after appropriate discussion; and

WHEREAS, City Council has determined that certain rules and procedures with respect to the conduct of business at Socorro City Council Meetings are unnecessary, restrictive and do not provide a fair and open forum to conduct the business of the City of Socorro.

NOW THEREFORE:

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

SECTION 1. RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS:

Rules of Procedure for Socorro City Council Meetings are established and adopted as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. RULES OF CONDUCT AND PROCEDURE FOR ALL MEETINGS OF THE SOCORRO CITY COUNCIL AND MEETINGS OF ALL SOCORRO'S BOARDS AND COMMISSIONS.

1. Rules of Order:

The City Council and all Boards and Commissions of City of Socorro (collectively referred herein as "members") shall observe the parliamentary procedures as found in *Robert's Rules of Order*, Newly Revised, except as otherwise provided in official City procedural rules or by law.

2. Suspension of Rules of Order

Procedural rules may be suspended at any meeting by majority vote of the members present.

3. Conduct During Meetings:

Members shall be expected to model the Socorro Code of Ethics and to follow *Robert's Rules of Order*.

If a member violates *Robert's Rules of Order* during a meeting, the following disciplinary procedures shall be enforced:

1. The Presiding Officer or any member shall ask for a recess (not to exceed ten (10) minutes) and the Presiding Officer and/or Second Officer shall confer privately with the offending member. If the offending member is the Presiding Officer, any member may assume that position for purpose of enforcing this policy.

2. If the offending member continues to be in violation, a public warning shall be issued in open meeting by the Presiding Officer or if the Presiding Officer is the offending member by any member.
3. If the offending member persists, any member of the Council or Board or Commission may call for public censure and removal of the offending member from that meeting, which shall require a two-thirds vote of the members present.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES:

All Ordinances, Orders, or Resolutions of the City of Socorro that are in conflict with the terms of this Ordinance, including specifically Ordinance No. 280 as amended and Ordinance No. 304 as amended are hereby repealed to the extent, and only to the extent, that they conflict with this Ordinance.

SECTION 4. 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.

SECTION 5. EFFECTIVE IMMEDIATELY:

This Ordinance shall take effect and be of full force from and after final adoption of same by the City Council of the City of Socorro, Texas.

ENACTMENT:

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

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

SIGNED this 20th day of March, 2014.

Jesus Ruiz, Mayor

ATTEST:

Sandra Hernandez
City Clerk

APPROVED AS TO FORM:

James A. Martinez, Attorney

Introduction, First Reading: March 6, 2014
Second Reading and Adoption: March 20, 2014

PROCEDURES AND RULES FOR
CITY COUNCIL MEETINGS AND AGENDAS
AS PROVIDED BY SECTION 3.08 OF
THE SOCORRO CITY CHARTER.

EXHIBIT “A”

I. CALLING MEETINGS

- A. Regular and Special Meetings shall be called and notice posted as provided in the Socorro City Charter and the Texas Open Meetings Act.

II. AGENDA DEVELOPMENT

- A. The City Clerk is hereby directed to place items on the agenda for meetings of the City Council only in conformity with the provisions of this ordinance.
- B. Unless otherwise provided in this ordinance, the City Clerk shall place on the City Council agenda only those items which are submitted at or before 5:00 p.m. ~~12:00 p.m. (noon)~~ on the Thursday prior to the regular City Council meeting at which discussion or action is requested; and if the request is accompanied by the signature or electronic mail authorization of two (2) council members of the City Council or City Manager.
- C. ~~Agenda items received after the deadline may be placed on the "Additions to the Agenda" if they are received by 5:00 p.m. on the Friday prior to the regular City Council meeting and if the request is accompanied by the signature or electronic mail authorization of two (2) council members of the City Council or the City Manager. The City Attorney is authorized to place items on the agenda after the 5:00 p.m. Thursday deadline.~~
- D. ~~For Special City Council Meetings, the City Clerk will determine the deadline to place items on the agenda.~~
- E. All agenda items shall be submitted by members of the City Council in writing on forms supplied by the City Clerk. Agenda item request forms shall be signed by a member of the City Council.
- F. Agenda items for special meetings shall be submitted by a member of the City Council on forms developed and supplied by the City Clerk; and if the request is accompanied by the signature or electronic mail authorization of two (2) council members of the City Council or the City Manager.

- G. The City Manager, City Department Heads and City Attorney, with the approval of the City Manager, may place agenda items on the agenda for any regular or special meeting.
- H. The item requested for the discussion and/or action must be clearly articulated and contain sufficient information. Detailed back-up material is required for routine and non-routine items.
- I. Ceremonial items, including proclamations, will be presented not to exceed one hour. The public comment portion of the agenda will follow, not to exceed thirty minutes.
- J. ~~Notwithstanding any contrary provision of these rules or this ordinance, except as provided in subsections a and b below, all proposed agenda items must be submitted to the Mayor for approval and will be placed on the agenda of a city council meeting only after approval by the Mayor. No item shall be placed on the Agenda of any city council meeting unless approved by the mayor.~~
- ~~—(a) This paragraph H shall have no effect if the mayor is unable to fulfill his or her duties as mayor for a period of five consecutive days; and~~
- ~~—(b) This paragraph H shall have no effect if a proposed agenda item is approved for placement on an agenda by four members of city council members.~~
- J. The agenda shall follow the following order once a quorum is established:
- Public Comment
- Presentations
 - Consent Agenda
 - Public Hearings / Ordinances
 - Regular Agenda
 - City Clerk Department
 - Finance Department
 - Municipal Court
 - Human Resources Department
 - Grants Division
 - Recreational Parks Department
 - Recreational Centers Department
 - Police Department
 - Public Works Department
 - Planning and Zoning Department
 - City Manager

- Mayor and Council
 - Mayor
 - At-Large Representative
 - District 1 Representative
 - District 2 Representative
 - District 3 Representative
 - District 4 Representative

- Executive Session
- Adjourn

III. CALLING MEETINGS TO ORDER

- A. Any meeting scheduled and noticed will be convened within fifteen minutes of the time stated in the notice of meeting. This is to allow sufficient time for arrival of members to raise a quorum. After the expiration of fifteen minutes, the presiding officer will either announce that, the waiting time is extended for a specified period not to exceed fifteen (15) minutes, or that the meeting is cancelled for lack of quorum. No business may be conducted and the meeting may not begin until a quorum is present.
- B. Use of electronic devices: Members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in City Council chambers once a City Council meeting has been called to order.

IV. CONDUCT AT MEETINGS

- A. Meeting rooms shall be arranged so that the members of the City Council face the members of the public attending the meeting.
- B. Those attending the meeting shall maintain decorum so as to permit the City's business to be conducted without interruption by applause or vocal interruption by the audience.
- C. Anyone causing a disruption will receive a warning, and upon a second interruption will be removed for the balance of the meeting.
- D. Individuals who continuously interrupt the public meeting and/or commit a breach of the peace may be cited and subjected to criminal penalties.
- E. Personal attacks are not permitted. Members of the public should address their questions to the members of the City Council, not to the staff.

V. PUBLIC COMMENT

- A. General public comment, known as open forum, will be permitted at all regular and special meetings of the City Council. The maximum time for public comment will be thirty (30) minutes and three minutes will be allotted to each person to speak.
- B. All agenda items are available for public comment and limited to one and a half minutes. Public comment will be taken after the motion is made but before the vote is called. Speakers must sign up in order to speak on any item no later than five minutes before the scheduled commencement of the public meeting for which the item is posted.
- C. Public comment will not be permitted on introduction of any item where a public hearing is called prior to final action on the matter. All public comment on such matters will be reserved for the public hearing on the matter.

VI. POSTING OF MEETING VIDEO

No Member of the Socorro City Council, Officer of the City of Socorro or member of the staff of the City of Socorro shall publish or post any recording of the meetings of the Socorro City Council on any internet site, (other than the official Socorro internet site) or social media; including but not limited to youtube or related internet sites.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 3, 2014

TO: Mayor and Council

FROM: Jesus Ruiz - Mayor

SUBJECT: Amending Ordinance 257 to include electronic cigarettes and liquid nicotine

SUMMARY

Introduction, First Reading and Calling for a Public Hearing of Ordinance 257, Amendment No. 1, An Ordinance establishing and adopting public and workplace smoking restrictions in the City of Socorro, Texas.

BACKGROUND

N/A

STATEMENT OF THE ISSUE

The use of electronic cigarettes and liquid nicotine have been found to be harmful to people. In order to protect the health and safety of others, the smoking ordinance in public places should be amended to include the use of electronic cigarettes and liquid nicotine.

FINANCIAL IMPACT

To be determined

ALTERNATIVE

None

RECOMMENDATION

Approve the amendment of Ordinance 257

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

ORDINANCE NO. 257 Amendment No. 1

***AN ORDINANCE ESTABLISHING AND ADOPTING
PUBLIC AND WORKPLACE SMOKING RESTRICTIONS
IN THE CITY OF SOCORRO, TEXAS***

WHEREAS, the City Council of the City of Socorro, Texas has investigated and determined that the City of Socorro Ordinance No. 257, an Ordinance establishing and adopting public and workplace smoking restrictions in the City of Socorro, Texas shall be amended as set forth herein; and

WHEREAS, the City Council of the City of Socorro has further investigated and determined that Ordinance 257, an Ordinance establishing and adopting public and workplace smoking restrictions in the City of Socorro, Texas should be amended to include electronic cigarettes and/or E-cigarettes and liquid nicotine for the purpose of establishing regulations relating to electronic cigarettes and/or e-cigarettes and liquid nicotine as set forth herein; and

WHEREAS, the City Council has investigated and determined that the smoking of electronic cigarettes and/or E-cigarettes and liquid nicotine have been established to have a detrimental effect on others in close proximity to the smoker; and

WHEREAS, the City Council has determined that it will be in the best interest to the citizens and patrons of Socorro to regulate smoking in public places and workplace in order to reduce harmful effects on not only the smoker but to others in close proximity to the smoker;

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

Article I. General Provisions

1.1 Purpose

The purpose of this Ordinance is to (1) improve and protect the public's health by eliminating smoking in public places and places of employment; (2) guarantee the right of nonsmokers to breathe smoke-free air; and, (3) recognize that the need to breathe smoke-free air shall have priority over the choice to smoke.

1.2 Definitions

The following words or phrases, whenever used in this Ordinance, shall be construed as defined in this section:

- A. ***"Bar"*** means an area which is devoted to the serving of alcoholic beverages for consumption by the guests on the premises and in which the serving of food is only incidental to the consumption of such beverages. A "bar" includes those facilities located within a hotel, motel, or other similar transient occupancy establishment.
- B. ***"Business"*** means any sole proprietorship, partnership, joint venture, corporation or other business entity, formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- C. ***"Employee"*** means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any persons who volunteers his or her services for a non-profit entity.
- D. ***"Employer"*** means any person, partnership, corporation, including a municipal corporation or non-profit entity, which employs the services of one or more individual persons.
- E. ***"Enclosed Area"*** means all space between an floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures.
- F. ***"Food Establishment"*** means food product or food service establishments.
- G. ***"Place of Employment"*** means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult care or health care facility.

- H. ***“Private Place”*** means any enclosed area to which the public is not invited or in which the public is not permitted, including but not limited to, personal residences, private social clubs or personal automobiles. A privately-owned business, open to the public is not a “private place”.
- I. ***“Public Place”*** means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, health facilities, laundromats, public transportation facilities, reception areas, production and marketing establishments, retail service establishments, retail stores, theaters and waiting rooms. A private residence is not a “public place”.
- J. ***“Retail Tobacco Store”*** means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- K. ***“Retail electronic cigarette store means a retail store utilized solely for the sale and sampling of electronic cigarettes or e-cigarettes and/or liquid nicotine and related accessories.”***
- L. ***“Service Line”*** means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.
- M. ***“Smoking”*** means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, plant, combustible substance in any manner or in any form, or ***electronic cigarette or e-cigarette or liquid nicotine.***
- N. ***“Sports Arena”*** means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

Article II. Prohibition of Smoking

2.1 Prohibition of Smoking in Public Places

- N. Smoking shall be prohibited in all enclosed public places within the City of Socorro, including but not limited to, the following places:
 - 1. Elevators.
 - 2. Restrooms, lobbies, reception areas, hallways and any other common-use areas.
 - 3. Buses, bus terminals, taxicabs, train stations, airports and other facilities and means of public transit under the authority of the City of Socorro, as well as ticket, boarding, and waiting areas of public transit depots.

4. Service lines.
5. Retail stores.
6. All areas available to and customarily used by the general public in all business and non-profit entities patronized by the public, including but not limited to, attorney's offices and other offices, banks, laundromats, hotels and motels.
7. Food establishments, nightclubs, and bars
8. Galleries, libraries, museums and zoo facilities and grounds.
9. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance, except that performers may smoke when the smoking is part of a stage production.
10. Sports arenas and convention halls, including bowling facilities.
11. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the City of Socorro or any political subdivision of the State during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the City of Socorro.
12. Waiting rooms, hallways, wards and semi-private rooms of health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices.
13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
14. Polling places.
15. Bingo games.

2.2 Prohibition of Smoking in Places of Employment

- A. It shall be the responsibility of employers to provide a smoke-free workplace for all employees.
- B. Each employer having any enclosed place of employment located within the City of Socorro shall adopt, implement, make known and maintain a written smoking policy, which shall contain the following requirements:

Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

- C. The smoking policy shall be communicated to all employees within four weeks of its adoption.
- D. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee.

2.3 Additional Declaration of Non-smoking Establishment

Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment described in this Ordinance may declare the entire establishment as a non-smoking establishment.

2.4 Application of Ordinance to City-Owner Facilities

All enclosed facilities owned by the City of Socorro shall be non-smoking at all times notwithstanding other provisions of this Ordinance.

Article III. Where Smoking is Not Regulated

3.1 Private and Public Places

- A. Notwithstanding any other provision of this Ordinance to the contrary, the following areas shall not be subject to smoking restrictions of this Ordinance:
 - 1. Private residences, except when used as child care, adult day care or health care facility.
 - 2. No more than 25% of hotel and motel rooms rented to guests.
 - 3. Retail tobacco stores in stand alone physical facilities.
 - 4. Restaurants, hotel and motel conference or meeting rooms and public and private assembly rooms while places are being used for private functions except while contracted food or beverage service functions are taking place (including set-up, service and cleanup activities or when the room is used for exhibit activities).
 - 5. Outdoor places of employment except those covered in section 2.3.

Article VI. Signs

Posting of Signs

- A. The owner, manager or other person having control of such building or other area where smoking is prohibited by this Ordinance shall have a conspicuously **posted** sign clearly stating that smoking is prohibited at each entrance and within the building or other areas where smoking is prohibited.
- B. Such “No Smoking” signs shall have bold lettering of not less than 1 inch in height. The international “No Smoking” symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it).
- C. All ashtrays and other smoking paraphernalia shall be limited in facilities to that required for the enforcement of extinguishing of smoking materials in public places.

Article V. Public Health Education

City-County Health and Environmental District Program

The City-County Health and Environmental District shall promote the purposes and requirements of this Ordinance to the public affected by it, and to guide owners, operators, and managers in their compliance with it. Such promotion may include publication of a brochure for affected businesses and individuals explaining the provisions of this Ordinance.

Article VI. Enforcement, Violations and Penalties

4.1 Enforcement

- A. Enforcement of this Ordinance shall be implemented by the El Paso City-County Health and Environmental District, Building Inspections, Fire and Law Enforcement agencies.
- B. Notice of the provisions set forth in this Ordinance shall be given to all applicants for a business permit in the City of Socorro.
- C. Any persons may register a complaint under this Ordinance to initiate enforcement with the El Paso City-County Health and Environmental District.
- D. The Health District, Building Inspections or the Fire Department shall, while an establishment is undergoing otherwise mandated inspections, may inspect for compliance with this Ordinance.
- E. Any owner, manager, operator, or employee of any establishment regulated by this Ordinance shall be responsible for informing persons violating this Ordinance of the provisions through appropriate signage.
- F. Notwithstanding any other provision of this Ordinance, a private citizen may bring legal action to enforce this Ordinance.

4.2 Non-retaliation

No person or employee shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer exercises any right to a smoke free environment afforded by this Ordinance.

4.3 Violations and Penalties

- A. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Ordinance to fail to comply with all of its provisions, except for violations noted in Section B. below.
- B. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Ordinance.
- C. Any person who violates any provision of this Ordinance shall be guilty of an infraction punishable by:
 - 1. A fine not exceeding one hundred dollars (\$100.00) for the first violation;
 - 2. A fine not exceeding two hundred dollars (\$200.00) for a second violation within a one (1) year period of the first violation;
 - 3. A fine not exceeding five hundred dollars (\$500.00) for an additional violation within a one (1) year period of the first violation.

V. General

5.1 Other Applicable Laws

This Ordinance shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

5.2 Severability

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to that end the provisions of the Ordinance are declared to be severable.

Prior Ordinances Repealed: Ordinance Number 164, entitled “*An Ordinance Prohibiting the Lighting And/Or Smoking of Cigarettes, Cigars, Or Pipes Within Any Municipal Buildings Owned By Or Leased To The City of Socorro, Texas*” be and is hereby repealed and replaced with this Ordinance.

Effective Date:

The effective date of this Ordinance is the 20th day of March, 2014.

Enactment:

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

SIGNED AND ENACTED this 20th day of March, 2014.

CITY OF SOCORRO, TEXAS

Jesus Ruiz, Mayor

ATTEST:

Sandra Hernandez, City Clerk

APPROVED AS TO FORM:

James A. Martinez
Socorro City Attorney

APPROVED AS TO CONTENT:

Willie Norfleet, Jr., City Manager

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1 / Mayor Pro Tem



Gloria M. Rodríguez
District 2

Victor Perez
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 6, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Karina Hagelsieb

SUBJECT: DISCUSSION AND ACTION ON APPROVING INCREASING THE LIMIT PLACED ON THE WEAVER & TIDWEL FORENSIC AUDIT AMOUNT FROM \$90,000 TO \$127,000.

SUMMARY

This action approves increasing the limit established for the engagement of Weaver to conduct a forensic audit of the financial transactions for fiscal years ending 2010, 2011, and 2012.

STATEMENT OF THE ISSUE

Weaver has been actively engaged in the City of Socorro forensic audit for four weeks. They have interviewed numerous employees of the City, analyzed financial documentation, and made contact with vendors of the City of Socorro. Although, they are close to completing the audit, there is work that remains to be done. The fees associated with this type of work are hard to predict due to all the variables and the unknown outcome. The work being done is significant and highly specialized. Since Weaver is close to completing the field work, the cost to complete the audit will not exceed the 127, 000 dollars being requested. Weaver is committed to issuing a report based on the information they have acquired, however, I recommend we engage them to complete the field work necessary to issue a thorough report.

FINANCIAL IMPACT

This will cost the City of Socorro an additional 37, 000 dollars than the amount originally requested.

ALTERNATIVE

The alternative is to request the issuance of a report from Weaver based on the work already performed.

STAFF RECOMMENDATION

The Staff is recommending the approval of this item.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3/ Mayor Pro Tem

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: February 27, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON THE RECOMMENDATION MADE BY CIVIL SERVICE COMMISSION ON APPROVAL TO AMEND POLICY 301 VACATION BENEFITS.

SUMMARY

This action approves the amendment to Policy 301 Vacation Benefits.

STATEMENT OF THE ISSUE

Amending Policy 301 - All employees are required to utilize accrued vacation hours for any absences from work with the exception of sick leave. Employees are prohibited to borrow vacation hours once accrued hours are exhausted. If an employee exhaust accrued vacation hours, the absence will be counted as an unexcused absence.

FINANCIAL IMPACT

Not applicable

ALTERNATIVE

Deny recommendation to amend and continue with current policy

STAFF RECOMMENDATION

Human Resources Department is recommending the approval to amend Policy 301 Vacation Benefits.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Maria Reyes
District 1 / Mayor Pro Tem



Gloria M. Rodríguez
District 2

Mary Garcia
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

301 Vacation Benefits

Effective Date: 04/12/2010

Revision Date: 08/15/2013

Revision Date: 09/05/2013

The City of Socorro offers vacation time off with pay to eligible employees. Employees in the following employment classifications are eligible for paid vacation time:

- Regular full-time employees

The amount of paid vacation time you receive each year depends on length of employment. This is the schedule for accruing vacation:

- Upon initial eligibility the employee is entitled to 10 vacation days each year, accrued biweekly at the rate of 3.08 hours per pay period.
- The start of five (5) years of eligible service the employee is entitled to 15 vacation days each year, accrued biweekly at the rate of 4.62 hours per pay period.

For example: Hire date: 11/01/2010

5th year anniversary – 11/01/2015 – accrual at 4.62 per pay period

We calculate the length of your eligible service on the basis of a "benefit year." A "benefit year" is the twelve-month period that begins when you start earning vacation time. It is recommended that you use your vacation within the accrual time period.

The maximum accrual for vacation leave to be carried-over to the next fiscal year is 40 hours (October 1 through September 30). Employees who exceed the 40 hours carry over to the next fiscal year will lose the excess of accrual hours.

Once you enter an eligible employment classification, you begin to earn paid vacation time according to the schedule in this policy. Employees are eligible to begin taking vacation hours after completion of six months of employment.

To schedule your vacation time, you should first ask for advance approval from your supervisor. Each request will be reviewed based on a number of factors, including the City of Socorro's needs and staffing requirements.

Vacation will be paid at the regular pay rate. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Maria Reyes
District 1 / Mayor Pro Tem



Gloria M. Rodriguez
District 2

Mary Garcia
District 3

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

301 Vacation Benefits

Effective Date: 04/12/2010

Revision Date: 08/15/2013

Revision Date: 09/05/2013

The City of Socorro offers vacation time off with pay to eligible employees. Employees in the following employment classifications are eligible for paid vacation time:

- Regular full-time employees

The amount of paid vacation time you receive each year depends on length of employment. This is the schedule for accruing vacation:

- Upon initial eligibility the employee is entitled to 10 vacation days each year, accrued biweekly at the rate of 3.08 hours per pay period.
- The start of five (5) years of eligible service the employee is entitled to 15 vacation days each year, accrued biweekly at the rate of 4.62 hours per pay period.

For example: Hire date: 11/01/2010

5th year anniversary – 11/01/2015 – accrual at 4.62 per pay period

We calculate the length of your eligible service on the basis of a "benefit year." A "benefit year" is the twelve-month period that begins when you start earning vacation time. It is recommended that you use your vacation within the accrual time period.

The maximum accrual for vacation leave to be carried-over to the next fiscal year is 40 hours (October 1 through September 30). Employees who exceed the 40 hours carry over to the next fiscal year will lose the excess of accrual hours.

All employees are required to utilize accrued vacation hours for any absences from work with the exception of sick leave. Employees are prohibited to borrow vacation hours once accrued hours are exhausted. If an employee exhaust accrued vacation hours, the absence will be counted as an unexcused absence.

.

Once you enter an eligible employment classification, you begin to earn paid vacation time according to the schedule in this policy. Employees are eligible to begin taking vacation hours after completion of six months of employment.

To schedule your vacation time, you should first ask for advance approval from your supervisor. Each request will be reviewed based on a number of factors, including the City of Socorro's needs and staffing requirements.

Vacation will be paid at the regular pay rate. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3/ Mayor Pro Tem

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: February 27, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: DISCUSSION AND ACTION ON THE RECOMMENDATION MADE BY CIVIL SERVICE COMMISSION ON APPROVAL TO AMEND POLICY 302 HOLIDAYS.

SUMMARY

This action approves the amendment to Policy 302 Holidays.

STATEMENT OF THE ISSUE

Amending Policy 302 - The following conditions apply to City of Socorro holiday pay policy:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at individual's employee's base rate of pay.
- If an employee is scheduled to work on a holiday, he or she will receive wages at one and one-half times their straight time for the hours they worked on the holiday, plus eight (8) hours of holiday (only a skeleton crew will be scheduled on holidays)
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved schedule vacation will be recorded as holiday pay.
- Employees must be present at work on his or her last complete schedule day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.

FINANCIAL IMPACT

Not applicable

ALTERNATIVE

Deny recommendation to amend and continue with current policy

STAFF RECOMMENDATION

Human Resources Department is recommending the approval to amend Policy 302 Holidays.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3/ Mayor Pro Tem

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

302 Holidays

Effective Date: 4/12/2010

Revision Date:

The City of Socorro gives time off to all employees for holidays according to a schedule approved by the City Council each year. The following holidays are normally included in that schedule, but may be changed due to work requirements or City Council decision:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Cesar Chavez Day (March 31)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)

Eligible full-time employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked that day.

Employees in the following employment classifications are eligible for holiday time off with pay immediately:

- Regular full-time employees

If you are eligible for paid holidays you must work the day before and the day after in order to receive holiday pay. If eligible nonexempt employees work on a Holiday, they will receive wages at one and one-half times their straight-time rate for the hours they worked on the holiday.

In addition to the recognized holidays previously listed, eligible employees will receive one personal holiday in each anniversary year. To be eligible for this personal holiday, you must complete 6 months of service in an eligible employment classification. To use a personal holiday, you should first ask for advance approval from your supervisor. This day must be used annually during the calendar year or it is lost. This holiday will not be carried over or paid for at the end of the calendar year.

We do not count holiday paid time off as hours worked when calculating overtime.

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3/ Mayor Pro Tem

J.E. "Chito" Bowling
District 4

Willie Norfleet, Jr.
City Manager

302 Holidays

Effective Date: 4/12/2010

Revision Date: 02/24/2014

The City of Socorro gives time off to all employees for holidays according to a schedule approved by the City Council each year. The following holidays are normally included in that schedule, but may be changed due to work requirements or City Council decision:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- Day after Christmas

Eligible full-time employees will be paid for holiday time off. Employees in the following employment classifications are eligible for holiday time off with pay immediately:

- Regular full-time employees

The following conditions apply to City of Socorro holiday pay policy:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at individual's employee's base rate of pay.
- If an employee is scheduled to work on a holiday, he or she will receive wages at one and one-half times their straight time for the hours they worked on the holiday, plus eight (8) hours of holiday (only a skeleton crew will be scheduled on holidays)
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved schedule vacation will be recorded as holiday pay.
- Employees must be present at work on his or her last complete schedule day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.

In addition to the recognized holidays previously listed, eligible employees will receive one personal holiday in each anniversary year. To be eligible for this personal holiday, you must complete 6 months of service in an eligible employment classification. To use a personal holiday, you should first ask for advance approval from your supervisor. This day must be used annually during the calendar year or it is lost. This holiday will not be carried over or paid for at the end of the calendar year.

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: March 6, 2014.

TO: Mayor and Council Members

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT:

Certificate of Appropriateness for the proposed mobile food structure to be initially placed on 605 Fray Vargas (commercial shopping center), and ultimately at 11749 Socorro Rd. (currently residential zoned).

LOCATION:

The initial location for the proposed mobile unit will be on a commercial lot located at 605 Fray Vargas, but ultimately would be located at 11749 Socorro Rd., right in front of the initial location.

REMARKS:

The owner of the commercial shopping center where the temporary restaurant will be located, has given his authorization to place the mobile unit in his property.

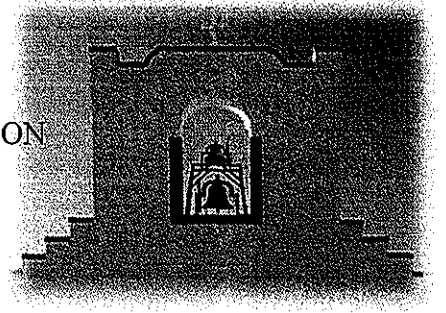
RECOMMENDATION:

The Historical Landmark Commission recommends APPROVAL contingent to the following:

1. If the owner wants to use her residential property to ultimately place the mobile unit, she needs to rezone her property (11749 Socorro Rd.) from R-1 (SFR) to C-1 (Light Commercial).
2. Any modifications to the residential property to accommodate the mobile unit shall be presented for approval before HLC and City Council.
3. The mobile unit shall be painted with approved historical colors.



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



REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Name: Concepcion Aguilera Email Address: _____
Address: 11749 Socorro Dr Phone: 915-861-5112
Name of Representative: _____
Address: _____ Phone: _____

Reason for request: Para abrir un negocio
Legal Description: _____
Plans included: YES ☒ NO ☐ Color Selection: _____

Concepcion Aguilera 02/07/14
Applicant's or Representative's Signature Date

Commission Use

Zoning District _____ District No. _____

Field Investigation

Inspector: _____ Date: _____

Comments: _____

Approved: _____ Denied: _____

HLC Signature

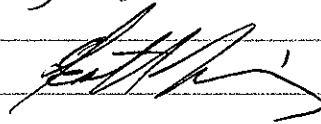
HLS Signature

To Whom this may Concern,

2/4/2014

I Esteban Hernandez authorize Mr. Conception Ayala to put his business, CACHANILLA, in my property. My property is a shopping center called MAYRA. It is located at Socorro Rd.
605 Fray Vargas

P.S. If any questions or concerns please call me at (915) 346-1066





APPLICATION FOR BUSINESS REGISTRATION

Permit No: _____

Business Information

Business Name: Restauran Cochavilla
Business Address: 11749 Socorro dr
City: Socorro State: TX Zip: 79927
Mailing Address (if different): _____
City: _____ State: _____ Zip: _____
Legal Description: Lot/Tract: _____ Block: _____
Subdivision: _____ Zoning: _____

Owner's Information

Owner's Name: Conseccion ayala
Owner's Address: 11749 Socorro dr
City: El Paso State: TX Zip: 79927
Telephone No.: Business: 915 861-5112 Home: _____
Type of Business: _____
Email Address: _____

I am aware of the zoning requirements of this property and agree to abide to all conditions of use permitted by Zoning Ordinance No. 76 and business registration Ordinance No. 34 of the City of Socorro, Texas. I understand that future business registration notifications may be performed solely through online services.

ALL BUSINESS REGISTRATIONS EXPIRE ON MARCH 15

Carmen Ayala
Applicant's Signature

Date

Planning Department Approval

Date

FEE IS NON-REFUNDABLE

DELIA BRIONES, EL PASO COUNTY CLERK
105 COUNTY COURTHOUSE
EL PASO, TEXAS 79901-2496
(915) 546-2071

FILED FOR RECORD
IN MY OFFICE

ASSUMED NAME RECORDS

CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION
NOTICE: "CERTIFICATE OF OWNERSHIP" are Valid only for a Period Not to Exceed 10 Years from Date Filed in COUNTY CLERK'S OFFICE
(Chapter 38, Sect. 1, Title 4 - Business and Commerce Code)

(This Certificate Properly executed is to be filed immediately with the County Clerk)
NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED

2014 JAN 27 PM 3:09
Delia Briones
COUNTY CLERK
EL PASO COUNTY, TEXAS

BUSINESS NAME (Print or type): Caenania Restaurant

ADDRESS: 11749 Socorro RD

CITY: El Paso STATE: TX ZIP CODE: 79927

PERIOD DURING WHICH ASSUMED NAME WILL BE USED (Not to exceed 10 years): _____

BUSINESS TO BE CONDUCTED AS (Check Which One): ☒ Proprietorship ☐ Sole Practitioner ☐ Joint Venture
☐ General Partnership ☐ Limited Partnership ☐ Real Estate Investment Trust ☐ Joint Stock Company
☐ Non-Profit Organization ☐ Other (Name type) _____

CERTIFICATE OF OWNERSHIP

I/We, the undersigned, is/are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct, and there is/are no ownership(s) in said business other than listed herein below.

-NAME OF OWNERS-

NAME Concepcion Ayala SIGNATURE Concepcion Ayala

Residence Address 11749 Socorro RD Zip Code 79927

TXDLX 8/3/18 8-3-68 915-269-9198
(Proof of Identity) (Date of Birth) (Phone Number)

NAME _____ SIGNATURE _____

Residence Address _____ Zip Code _____

(Proof of Identity) (Date of Birth) (Phone Number)

NAME _____ SIGNATURE _____

Residence Address _____ Zip Code _____

(Proof of Identity) (Date of Birth) (Phone Number)

I/We have personally checked the Assumed Name Index for possible duplication of name, prior to the filing of my Assumed Name CA
Initials

THE STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Ayala Concepcion
known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he are the owner(s) of the
above-named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on January 27, 20 14.

(SEAL)

DELIA BRIONES, COUNTY CLERK OF EL PASO COUNTY, TEXAS
Charles Cumoga
DEPUTY CLERK

Notary Public in and for El Paso County, Texas

CITY OF EL PASO - DEPARTMENT OF PUBLIC HEALTH
FOOD INSPECTION PROGRAM
FOOD ESTABLISHMENT APPLICATION Cachanilla

Name of Business/Nombre del Negocio: DBA Cachanilla Restaurant
Business Address/Domicilio del Negocio: 11749 Socorro RD
City/Ciudad: El Paso State/Estado: TX Zip Code/Zona Postal: 79927 Phone/Teléfono: 269-9198
Fax/Fax: X Cell Phone/Celular: E-Mail Address/Domicilio Electrónico: 915-8613112

Mailing Address/Domicilio Postal: SAME

IF THE OWNER IS A CORPORATION, LIST CORPORATE NAME / SI EL PROPIETARIO ES CORPORACION, PONGA EL NOMBRE DE LA CORPORACION

Owner of Business/Propietario del Negocio: Concepcion Ayala
Home Address/Domicilio de Casa: 11749 Socorro RD
City/Ciudad: El Paso State/Estado: TX Zip Code/Zona Postal: 79927 Phone/Teléfono: 915-8613112
Fax/Fax: Cell Phone/Celular: E-Mail Address/Domicilio Electrónico:
List name, title, address, and phone number of the principal officers of the corporation. /Ponga el nombre, título, domicilio y telefono de los oficiales principal de la corporacion.

4. Manager-Person in Charge/Gerente-Persona a Cargo: Micela Huelga Phone/Teléfono: 915/861511
5. Types of Food/Tipos de Alimentos: Guacamole, Queso, Fritos, Tacos
6. If Applicable, Central Preparation Facility/Si Aplica, Centro de Preparación de Alimentos:
Address/Domicilio:

FOOD SERVICE (CITY & COUNTY) - FOOD PRODUCT (CITY) - RETAIL FOOD STORE (COUNTY)
SERVICIOS DE ALIMENTOS (CIUDAD Y CONDADO) - PRODUCTOS ALIMENTICIOS (CIUDAD) - TIENDA DE ALIMENTOS (CONDADO)
Square Footage/Pies Cuadrados: 150 Water System Name/Nombre del Sistema de Agua: TABLAS WELLS #1 CINT 155
EPWT Registration # (FOCI) # Sewage System Name/Nombre de Sistema de Drenaje: SEPTIC TANK Lower Valley

CHILD OR ADULT CARE FACILITY (CITY & COUNTY) / CENTRO DE CUIDADO PARA NIÑOS O ADULTOS (CIUDAD Y CONDADO)
Care Recipients/# Personas que va cuidar: Water System Name/Nombre De Sistema de Agua:
Sewage System Name/Nombre de Sistema de Drenaje:

TEMPORARY (CITY & COUNTY) - SEASONAL (CITY) / TEMPORAL (CIUDAD Y CONDADO) - PERMISO DE SEIS MESES (CIUDAD)
Event-Celebration/Event-Celebración: Address/Domicilio:
Start Date/Fecha de Comienzo: Start Time/Hora de Comienzo: End Date/Fecha de Conclusión: End Time/Hora de Conclusión:

MOBILE (CITY & COUNTY) - OUTDOOR MARKET (CITY) - ROADSIDE FOOD VENDING (COUNTY)
AMBULANTE (CITY & COUNTY) - MERCADO AL AIRE LIBRE (CIUDAD) - VENDEDOR AL BORDE DE LA CARRETERA (CONDADO)
Operational Dates/Días de Operación: Start Time/Hora de Comienzo: End Time/Hora de Conclusión:
Vehicle Information/Información del Vehículo: Year/Año: Make/Marca: Model/Modelo:
License Plate/Placa: State/Estado: VIN-Registration/Registration:

RECURRENT (CITY) / RECURRENT (CIUDAD)
Swap Meet (circle only one) / Swap (marque solamente uno): Ascárate Drive In / Bronco Swap Meet / Fox Plaza Swap / El Paso Flea Market / Angelo's Traders Market
Operational Dates/Días de Operación: Start Time/Hora de Comienzo: End Time/Hora de Conclusión:

In accordance with Vernon's Texas Codes Annotated, Chapter 437 and 438 of the Texas Health and Safety Code, Chapter 9.12 of the Municipal Code and/or El Paso County Food Safety Order a food establishment application is hereby filed for approval. The information herein provided is accurate and correct. I hereby allow the Director to inspect my premises, personnel, equipment, utensils, products and environs to ensure the above mentioned laws, rules and ordinances are in compliance. I have been informed that permits and licenses are not transferable from one person to another nor from one location to another, that plans must be submitted for new or extensively remodeled establishments and that no person shall operate a food establishment without meeting the above mentioned laws, rules and ordinances. I understand that any violation of the aforementioned laws, rules or ordinances is a misdemeanor punishable by said law. I have been informed and received a copy of the requirements.

De acuerdo con Vernon's Códigos de Tejas Anotado, Capítulo 437 y 438 del Código de Seguridad y Salud de Tejas, Capítulo 9.12 del Código Municipal de El Paso y/o Orden del Condado de El Paso de Salud y Seguridad de Alimento el debo someter una aplicación para aprobación. La información proporcionada es precisa y correcta. Yo autorizo al Director que inspeccione mi local, personal, equipo, utensilios, producto y alrededores para asegurar que las leyes, reglas y ordenanzas mencionadas están en cumplimiento. Se me ha informado que los permisos y licencias no son transferibles de una persona a otra o de una ubicación a otra, que planos deben de someterse para establecimientos nuevos o extensivamente remodelados, y que ninguna persona puede operar un establecimiento de alimentos sin haber cumplido con las leyes, reglas y ordenanzas mencionadas. Yo comprendo que alguna violación de las leyes, reglas o ordenanzas es un delito penable por dicha ley. Reconozco haber recibido una copia de los requisitos.

Signature/Firma: Concepcion Ayala Date/Fecha: 1-27-14
Print Name/Nombre en Letra de Molde: Concepcion Ayala Title/Título: 1-27-14

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: March 6, 2014.

TO: Mayor and City Council Members

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT:

Certificate of Appropriateness for the proposed solid wall at the perimeter of the Socorro Mission Cemetery.

LOCATION:

The Cemetery of the La Purisima Catholic Church ("Socorro Mission") is located right at the intersection of Moon Rd. and Socorro Rd.

REMARKS:

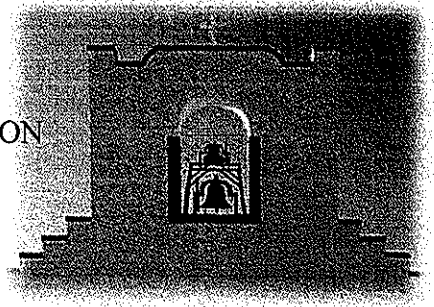
The proposed project will include the erection of a 4' high solid wall made out of cinder block, plastered and painted in white color, similar to the existing perimeter wall around the external boundaries of the cemetery. The proposed wall will observe the P&Z Regulations as well as HLC approved design and color.

RECOMMENDATION:

The Historical Landmark Commission recommends APPROVAL.



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



Representative RAUL Mendoza 575 805 0759

REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Name: La Purisima Church Email Address: lapurisima@earthlink.net
Address: 328 S. Nevarez Phone: (915) 859. 7718
Socorro, TX 79927
Name of Representative: Father Angel Maldonado
Address: 328 S. Nevarez Phone: (915) 974. 9921
Socorro, TX 79927

Reason for request: Cemetery wall
Legal Description: Socorro Grant, track #39, Block #16
Plans included: YES ☒ NO ☐ Color Selection: white

Fr. Angel U. Maldonado v. 01/31/14
Applicant's or Representative's Signature Date

Commission Use

Zoning District _____ District No. _____

Field Investigation

Inspector: _____ Date: _____

Comments: _____

Approved: _____ Denied: _____

HLC Signature

HLS Signature

Jesus A. Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodriguez
District 2

Victor Perez
District 3 / Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet Jr.
City Manager

DATE: March 6, 2014.

TO: Mayor and Council Members

FROM: Sam Leony, Planning and Zoning Director

CC: Willie Norfleet, City Manager

SUBJECT: Certificate of Appropriateness for the proposed Interior Remodeling Project for the Rio Vista Complex facility.

LOCATION: The Rio Vista Municipal Complex is located at 860 N. Rio Vista Rd.

REMARKS: The proposed project will include:

1. Base molding, chair rail molding, crown molding, and window shutters painted in White.
2. Wood paneling between the base molding and the chair rail molding painted in White.
3. Yellow paint (similar to our "Apple Sauce" historical color) on walls from the chair rail molding to bottom edge of the crown molding.

RECOMMENDATION:

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

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **COMPENSATION.**

7.1 The City of Socorro agrees to pay the amount not to exceed FOUR HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS AND NO/100 (\$454,994.00) for services rendered in accordance with this Agreement, excluding the services described in Section 6.1. Payments shall be made in equal monthly installments, each in the amount of THIRTY SEVEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND 17/100 (\$37,916.17), with the first payment becoming due and payable on the 1st day of September 2013 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later. The monthly installment described in this Section 7.1 does not include the services described in Section 6.1.

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

8. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, P.O. Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2014.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

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

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

(signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this ____ day of _____, 2014.

CITY OF SOCORRO

The Hon. Jesse Ruiz, Mayor

ATTEST:

APPROVED AS TO FORM:

City of Socorro Clerk

City of Socorro Attorney

APPENDIX A
DEPARTMENT OF PUBLIC HEALTH
COST MODEL – PER CAPITA

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

| | Total Operational Cost | El Paso | Anthony | Clint | Horizon | Socorro | Vinton | County | Grand Total |
|--|------------------------------|--------------------|-----------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Environment - Food | \$5,396 | 4,375 | 34 | 6 | 113 | 216 | 13 | 639 | \$5,396 |
| Animal Svc - Deleted | \$0 | | | | | | | | |
| STD/HIV/AIDS Clinics | \$154,436 | 125,208 | 967 | 179 | 3,228 | 6,175 | 380 | 18,299 | \$154,436 |
| Dental Clinic | \$750,459 | 608,431 | 4,697 | 868 | 15,686 | 30,006 | 1,847 | 88,923 | \$750,459 |
| Neighborhood Health Centers | \$134,789 | 109,279 | 844 | 156 | 2,817 | 5,399 | 332 | 15,971 | \$134,789 |
| Laboratory | \$935,851 | 758,737 | 5,857 | 1,082 | 19,561 | 37,419 | 2,304 | 110,891 | \$935,851 |
| Epidemiology | \$284,011 | 230,260 | 1,778 | 328 | 5,936 | 11,356 | 699 | 33,653 | \$284,011 |
| Health Education Programs | \$344,618 | 279,398 | 2,157 | 399 | 7,203 | 13,779 | 848 | 40,834 | \$344,618 |
| TB Immunization | \$598,221 | 485,005 | 3,744 | 692 | 12,504 | 23,919 | 1,473 | 70,884 | \$598,221 |
| TB Outreach (less 5%) | \$176,341 | 142,968 | 1,104 | 204 | 3,686 | 7,051 | 434 | 20,895 | \$176,341 |
| HIV Prevention | \$175,544 | 142,321 | 1,099 | 203 | 3,669 | 7,019 | 432 | 20,800 | \$175,544 |
| PDNHF Two Should Know | \$60,787 | 49,282 | 380 | 70 | 1,271 | 2,430 | 150 | 7,203 | \$60,787 |
| DSHS TB Prevention/Control | \$337,661 | 273,757 | 2,113 | 391 | 7,058 | 13,501 | 831 | 40,010 | \$337,661 |
| Child Injury Prevention | \$0 | | | | | | | | |
| DSHS Regional Planning (ORAS) | \$66,549 | 53,954 | 417 | 77 | 1,391 | 2,661 | 164 | 7,885 | \$66,549 |
| TDH Bur of Women & Children | | | | | | | | | |
| Fees (Title V-Dental) | \$107,593 | 87,230 | 673 | 124 | 2,249 | 4,302 | 265 | 12,749 | \$107,593 |
| STD/HIV Federal | \$217,202 | 176,096 | 1,359 | 251 | 4,540 | 8,685 | 535 | 25,737 | \$217,202 |
| Bio Terrorism-Lab | \$102,773 | 83,323 | 643 | 119 | 2,148 | 4,109 | 253 | 12,178 | \$102,773 |
| HIV/Surv Federal DSHS | \$27,550 | 22,336 | 172 | 32 | 576 | 1,102 | 68 | 3,264 | \$27,550 |
| OPHP/Bio Terrorism | \$147,652 | 119,708 | 924 | 171 | 3,086 | 5,904 | 363 | 17,496 | \$147,652 |
| 211 Area Information Center | \$100,583 | 81,547 | 630 | 116 | 2,102 | 4,022 | 248 | 11,918 | \$100,583 |
| HEAL | \$72,348 | 58,656 | 453 | 84 | 1,512 | 2,893 | 178 | 8,573 | \$72,348 |
| Abstinence | \$63,877 | 51,788 | 400 | 74 | 1,335 | 2,554 | 157 | 7,569 | \$63,877 |
| WIC Administration | \$1,224,550 | 992,799 | 7,664 | 1,416 | 25,595 | 48,962 | 3,015 | 145,099 | \$1,224,550 |
| WIC Breastfeeding | \$155,277 | 125,890 | 972 | 180 | 3,246 | 6,209 | 382 | 18,399 | \$155,277 |
| WIC Nutrition Education | \$322,618 | 261,561 | 2,019 | 373 | 6,743 | 12,900 | 794 | 38,227 | \$322,618 |
| NEW PROGRAMS | \$0 | | | | | | | | |
| Laboratory Response Network | \$48,545 | 39,357 | 304 | 56 | 1,015 | 1,941 | 120 | 5,752 | \$48,545 |
| PDN Tobacco | \$54,830 | 44,453 | 343 | 63 | 1,146 | 2,192 | 135 | 6,497 | \$54,830 |
| Infectious Disease Control | \$2,077 | 1,684 | 13 | 2 | 43 | 83 | 5 | 246 | \$2,077 |
| | \$0 | | | | | | | | |
| | \$0 | | | | | | | | |
| Total Department of Public Health | \$6,672,136 | \$5,409,405 | \$41,759 | \$7,717 | \$139,460 | \$266,778 | \$16,425 | \$790,593 | \$6,672,136 |
| Allocation by Percent of Population | \$6,672,136 | 5,409,405 | 41,759 | 7,717 | 139,460 | 266,778 | 16,425 | 790,593 | \$6,672,136 |
| Percent of Total Population | 100.00% | 81.07% | 0.63% | 0.12% | 2.09% | 4.00% | 0.25% | 11.85% | 100% |
| 2010 Population | 800,647 | 649,121 | 5,011 | 926 | 16,735 | 32,013 | 1,971 | 94,870 | 800,647 |
| FY13 Activity Allocation | \$5,957,273 | 5,095,651 | 26,329 | 11,516 | 100,777 | 249,550 | 24,952 | 448,498 | \$5,957,273 |
| Difference + or (-) | \$714,863 | \$313,754 | \$15,430 | (\$3,799) | \$38,683 | \$17,228 | (\$8,527) | \$342,095 | \$714,863 |

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

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

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

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

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

APPENDIX C

HIPAA BUSINESS ASSOCIATE CONTRACT

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

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

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

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

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

(d) Use of Information for Management, Administrative and Legal Responsibilities.

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

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

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

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

(g) BUSINESS ASSOCIATE OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 6, 2014

TO: Mayor and City Council

FROM: Willie Norfleet

SUBJECT: Texas Department of Transportation (TXDOT) has made a request for additional payment for acquisition for the right of way for the Horizon Blvd Expansion.

SUMMARY

The City of Socorro has a partnership with the Texas Department of Transportation (TXDOT) to share the cost to expand Horizon Blvd from two lanes to four lanes from North Loop to Alameda Blvd.

BACKGROUND

The City of Socorro has agreed to pay approximately 15% of the cost to expand Horizon Blvd. The estimated cost for the purchase of the Right of Way was \$ 2,808,947 and the City share was \$420,000 (15%).

STATEMENT OF THE ISSUE

TXDOT has indicated that the cost to purchase the right of way was \$4,956,233.34. They have requested payment from the City of Socorro of \$1,318,358.07 which represented 26.6% of the project. TXDOT indicated that the City of Socorro has deposited \$420,000 and has requested an additional \$898,358.07.

FINANCIAL IMPACT

The financial impact to the City will be an additional \$898,358.07.

ALTERNATIVE

Request that TXDOT to accept 15% of the purchase of the street right of way.

CITY MANAGER RECOMMENDATION

I recommend that the City of Socorro negotiate with TXDOT to pay 15% of the right of way acquisition for Horizon Blvd.



13301 GATEWAY BLVD. WEST | EL PASO, TEXAS 79928-5410 | (915) 790-4200 | WWW.TXDOT.GOV

February 19, 2014

Willie Norfleet, Jr.
City Manager
City of Socorro
124 Horizon Boulevard
Socorro, Texas 79927

RE: Request for Additional Funding
County: El Paso
ROW CSJ Number: 8056-24-003
Highway: Horizon Buford Road

Dear Mr. Norfleet:

The City of Socorro deposited \$420,000.00 as payment of the City's 26.6% participation in the estimated Right of Way (ROW) costs for the Horizon Buford Road metropolitan highway project. However, expenditures for ROW acquisition have exhausted this deposit.

The enclosed statement of cost shows the current expenditures for acquiring ROW for this project now total \$4,956,233.34. The City's 26.6% share is \$1,318,358.07, resulting in an outstanding current obligation of \$898,358.07 that is now due from the City of Socorro. Please send a check made payable to The Texas Department of Transportation (TxDOT) in the amount of \$898,358.07.

If you have any questions concerning this matter, please contact Ismael Hernandez at (915) 790-4484.

Sincerely,

Robert Bielek, DPA, P.E.
District Engineer

Enclosure

cc: John Wallis, West ROW Project Delivery Manager, TxDOT
Ismael Hernandez, West ROW Project Delivery Supervisor, TxDOT

**CITY OF SOCORRO****RCSJ: 8056-24-003****HORIZON/BUFORD**

| PARCEL | AMOUNT |
|-------------------------|----------------|
| 2 | \$322,747.00 |
| 3 | \$29,139.00 |
| 4 | \$446,848.00 |
| 5 | \$1,160,000.00 |
| 6 | \$44,043.00 |
| 7 | \$62,808.00 |
| 8A | \$14,000.00 |
| 8B | \$5,102.00 |
| 10 | \$67,000.00 |
| 11 | \$234,784.96 |
| 13A | \$1,412,537.00 |
| 15 | \$7,299.00 |
| 16 | \$38,307.00 |
| 17 | \$22,118.00 |
| 18A | \$70,461.38 |
| 18B | \$10,862.00 |
| 19 | \$10,392.00 |
| 20 | \$26,388.00 |
| 21 | \$26,123.00 |
| 22 | \$22,543.00 |
| 23 | \$10,000.00 |
| 24 | \$61,859.00 |
| 25 | \$4,339.00 |
| 26 | \$13,424.00 |
| 27 | \$4,796.00 |
| 28 | \$401,805.00 |
| 29 | \$418,735.00 |
| 32 | \$2,743.00 |
| 2X | \$5,030.00 |
| TOTAL | \$4,956,233.34 |
| CITY OF SOCORRO 26.6% | \$1,318,358.07 |
| CITY OF SOCORRO DEPOSIT | \$420,000.00 |
| AMOUNT DUE | \$898,358.07 |

MID TERM PROJECTS

(1 to 5 Years)

- ▶ Widening Project of North Loop Dr. from city limits of El Paso to passing Horizon Blvd. (in progress until early 2014).
Total cost \$28.5million (Federal Share \$22.8million/State Share \$5.7million/Local Share \$0.0)
- ▶ Widening Project of Horizon Blvd. –Buford Rd. from North Loop to Alameda Ave. (end 2013 to early 2015)
Construction cost \$6,952,205 (Federal Share \$5,561,764/State Share \$999,173/Local Share \$391,268)
R.O.W. cost: \$2,808,947 (Federal Share: \$0.0 / State Share: \$2,388,947 / Local Share: \$420,000)
- ▶ Reconstruction Project of the intersection of Alameda Ave. and Horizon Blvd. (mid 2013 to early 2015)
Total cost \$2,000,000 (Federal Share \$1,600,000/State Share \$400,000/Local Share \$0.0)
- ▶ Old Hueco Tanks Blvd. project from I-10 to North Loop Dr. (mid 2016 to mid 2018)
Total cost \$10.0million (Federal Share \$3.56million/State Share \$4.94million/Local Share \$1.5million)



Jesus Ruiz
Mayor

Rene Rodriguez
At Large

Sergio Cox
District 1



Gloria M. Rodríguez
District 2

Victor Perez
District 3 – Mayor Pro Tem

Joseph E. Bowling
District 4

Willie Norfleet, Jr.
City Manager

DATE: March 3, 2014

TO: Mayor and Council

FROM: Gloria M. Rodriguez, District 2 Representative

SUBJECT: El Paso Collaborative

SUMMARY

Discussion and action to authorize El Paso Collaborative to use the Rio Vista Community Center once a week (half a day) to meet with small business owners for marketing small business loans. (Presentation by Delia Martinez)

BACKGROUND

STATEMENT OF THE ISSUE

Ms. Delia Martinez will be providing a brief presentation regarding El Paso Collaborative. She has requested the use of Rio Vista Community Center in order to meet with small business owners for marketing small business loans.

FINANCIAL IMPACT

N/A

ALTERNATIVE

None

RECOMMENDATION

Approve El Paso Collaborative request for the use of the Rio Vista Community Center.

