

*Ivy Avalos*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nevarez*  
District 1/Mayor ProTem



*Ralph Duran*  
District 2  
  
*Victor Perez*  
District 3  
  
*Yvonne Colon-Villalobos*  
District 4  
  
*Adriana Rodarte*  
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.

**SUPPLEMENTAL NOTICE OF MEETING BY VIRTUAL SERVICES**

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF SOCORRO WILL CONDUCT THE MEETING SCHEDULED FOR THURSDAY FEBRUARY 18, 2021 AT 6:00 PM BROADCASTED FROM CITY COUNCIL CHAMBERS AT 860 RIO VISTA, RD. SOCORRO, TEXAS VIA TELEPHONE CONFERENCE AND LIVED STREAMED IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING THE NUMBER OF PEOPLE PHYSICALLY PRESENT AT OUR LOCATION (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED BELOW.

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://CI.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://ci.socorro.tx.us/city-clerk-public-notice) THE PUBLIC CAN ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MUST CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON FEBRUARY 18, 2021 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

- .....
1. Call to order
  2. Pledge of Allegiance and a Moment of Silence

**3. Establishment of Quorum**

**PUBLIC COMMENT**

- 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 and update*** from the El Paso Health Department regarding Coronavirus COVID-19. ***Ruben Reyes***

**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**

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

- 6. *Excuse*** absent council members. ***Olivia Navarro***
- 7. *Approval*** of Regular Council Minutes of February 4, 2021. ***Olivia Navarro***
- 8. *Introduction, First Reading and Calling for a Public Hearing*** for the proposed rezoning of Leigh Clark Survey 298 ABST 6262 28 & 29 & E 1/3 of 30, located at 12450 Gateway East from Unclassified to C-2, General Commercial for a truck terminal. ***Job Terrazas***

## **REGULAR AGENDA**

### **PUBLIC HEARING/ORDINANCES**

9. **Public Hearing** of an Ordinance amending the City of Socorro Master Plan and rezoning of Tracts 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, Block 6, Socorro Grant, from A-1/C-2 to R-2/C-2 for a new development.

***Job Terrazas***

10. **Second Reading and adoption** of an Ordinance amending the City of Socorro Master Plan and rezoning of Tracts 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, Block 6, Socorro Grant, from A-1/C-2 to R-2/C-2 for a new development.

***Job Terrazas***

### **GRANTS DEPARTMENT**

11. **Discussion and action** to approve Resolution 634 authorizing the submission of a grant application to the Office of the Governor's (OOG) Criminal Justice Division (CJD) FY 2022 Rifle-Resistant Body Armor grant for the Socorro Police Department. There is no match requirement for this grant.

***Alejandra Valadez***

12. **Discussion and action** to approve Resolution 635 authorizing the submission of a grant application to the FY 2021 State Homeland Security Program (SHSP)- LETPA grant for the Socorro Police Department. There is no match requirement for this grant.

***Alejandra Valadez***

13. **Discussion and action** to approve Resolution 636 authorizing the submission of a grant application to the FY 2022 Criminal Justice Program for the Socorro Police Department. There is no match requirement for this grant.

***Alejandra Valadez***

14. **Discussion and action** to approve the use of CARES Act Funding for the procurement of a grants management system and enter into a service agreement with eCivis.

***Alejandra Valadez***

### **CITY MANAGER**

15. **Discussion and action** to approve Resolution 637 to oppose unfunded mandates related to Police Operations.

***Adriana Rodarte***

16. **Discussion and action** to approve Resolution 638 to support Broadband Infrastructure and access in the City of Socorro.

***Adriana Rodarte***

17. **Update** on COVID-19 Vaccinations.

***Adriana Rodarte***

## **MAYOR AND COUNCIL**

- 18. Discussion and action** to approve a partnership between the City of Socorro and El Paso Trade and Manufacturing Council. **Mayor Ivy Avalos**
- 19. Discussion and action** to approve Representative At-large and any other Council member keys to the administration building. **Ruben Reyes**
- 20. Discussion and action** to direct staff to amend Ordinance 76 Amendment No. 3 Section 9 Supplementary District Regulations/Motor Vehicle Parking Regulations. **Ruben Reyes**
- 21. Discussion and action** to direct staff to create an open-door policy for staff to be able to have direct access to council. **Ralph Duran**
- 22. Discussion and action** to add a new location for Elite Ambulance Service to the west side of city limits preferably in the Police Headquarters or Chayo Apodaca Center on Moon Road. **Ralph Duran**
- 23. Discussion and action** to instruct City Manager and or her designated assistant to create an Online/Email Employment Picture Roster (to include all Board appointed members) that is shared with Council/Board Members and the entire staff, only. **Yvonne Colon-Villalobos**

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:***

- 24. 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. **Adriana Rodarte**
- 25. 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. **Adriana Rodarte**

**26. Discussion and action** regarding pending litigation and receive status report regarding pending litigation. *Adriana Rodarte*

**27. Discussion and action** on the authorization for the acquisition of properties related to the North Nevarez Roadway Project. [551.071 and 551.072] *James A. Martinez*

**28. Discussion and action** regarding Texas Gas Service Company's request for a Conservation Adjustment Clause Tariff for gas service within the City of Socorro specifying that the rate change should be effective on November 25, 2021 [551.071]. *James A. Martinez*

**29. Update** on Passmore Road Share Use Path Project. [551.071 and 551.072] *Michael Medina*

**30. Adjourn**

**DATED THIS 12<sup>th</sup> DAY OF FEBRUARY, 2021**

By:   
\_\_\_\_\_  
**Olivia Navarro, City Clerk**

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

**DATED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2021**

By:   
\_\_\_\_\_  
**Olivia Navarro, City Clerk**

Agenda posted: 2-12-2021 @ 2:10 pm  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_



*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1



*Ralph Duran*  
District 2

*Victor Perez*  
District 3/Mayor Pro Tem

*Yvonne Colon-Villalobos*  
District 4

**REGULAR COUNCIL MEETING MINUTES  
FEBRUARY 4, 2021 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Ivy Avalos  
Ruben Reyes  
Ralph Duran  
Yvonne Colon-Villalobos

**MEMBERS ABSENT:**

Cesar Nevarez  
Victor Perez (*joined the meeting at 6:31 pm*)

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Olivia Navarro, City Clerk  
Jim Martinez (*joined virtually*)

Diana Rodriguez, Recreation Leader  
Estevan Gonzalez, IT Director  
Victor Reta, Recreation Department Director

**1. CALL TO ORDER**

The meeting was called to order at: 6:18 pm.

**2. Pledge of Allegiance and a Moment of Silence**

Pledge of Allegiance led by Adriana Rodarte.

**3. Establishment of Quorum**

Quorum was established with four members present.

**REQUIRED AUTHORIZATION**

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

**Elia Garcia**  
*Mayor*

**Rene Rodriguez**  
*At Large*

**Cesar Nevarez**  
*District 1*



**Ralph Duran**  
*District 2*

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

**Yvonne Colon-Villalobos**  
*District 4*

**REGULAR COUNCIL MEETING MINUTES  
FEBRUARY 4, 2021 @ 6:00 P.M.  
VIRTUAL MEETING**

**MEMBERS PRESENT:**

Mayor Ivy Avalos  
Ruben Reyes  
Ralph Duran  
Yvonne Colon-Villalobos

**MEMBERS ABSENT:**

Cesar Nevarez  
Victor Perez (*joined the meeting at 6:31 pm*)

**STAFF PRESENT:**

Adriana Rodarte, City Manager  
Olivia Navarro, City Clerk  
Jim Martinez (*joined virtually*)

Diana Rodriguez, Recreation Leader  
Estevan Gonzalez, IT Director  
Victor Reta, Recreation Department Director

**1. CALL TO ORDER**

The meeting was called to order at: 6:18 pm.

**2. Pledge of Allegiance and a Moment of Silence**

Pledge of Allegiance led by Adriana Rodarte.

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## **PUBLIC COMMENT**

### **4. Public Comment**

Diana Nuñez, Alejandro Garcia, Pablo Barrera, Rene Rodriguez, Terry Serna and Miriam Cruz spoke during Public Comment.

## **PRESENTATION**

- 5. *PRESENTATION FROM COMMISSIONER ILIANA HOLGUIN REGARDING IMPORTANT INFORMATION ON EL PASO COUNTY SMALL BUSINESS LOANS AND GRANTS PROGRAMS ALONG WITH A RENTAL RELIEF PROGRAM AND UMC MOBILE UNIT TO INTRODUCE TO PEOPLE IN SOCORRO.* MAYOR IVY AVALOS**

The honorable Iliana Holguin made the presentation.

Victor Perez joined the meeting at 6:31 pm.

## **CONSENT AGENDA**

- 6. *EXCUSE ABSENT COUNCIL MEMBERS.* OLIVIA NAVARRO**
- 7. *APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF JANUARY 21, 2021.* OLIVIA NAVARRO**
- 8. *INTRODUCTION, FIRST READING AND CALLING FOR A PUBLIC HEARING FOR THE PROPOSED AMENDMENT TO THE CITY OF SOCORRO MASTER PLAN AND REZONING OF TRACTS 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, BLOCK 6, SOCORRO GRANT, FROM A-1/C-2 TO R-2/C-2 FOR A NEW RESIDENTIAL DEVELOPMENT.* JOB TERRAZAS**

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

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

## **REGULAR AGENDA**

### **GRANTS DEPARTMENT**

- 9. *DISCUSSION AND ACTION* TO ADOPT RESOLUTION 633 AUTHORIZING THE CITY OF SOCORRO TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S FY 2020 OPERATION STONEGARDEN (OPSG) TO FUND OVERTIME AND EQUIPMENT FOR PERSONNEL SUPPORTING THE BORDER INITIATIVE. THERE IS NO MATCH REQUIREMENT FOR THIS GRANT. *ALEJANDRA VALADEZ***

A motion was made by Yvonne Colon-Villalobos seconded by Ralph Duran to *approve item number nine (9)*. Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

- 10. *DISCUSSION AND ACTION* TO EXTEND THE SERVICE AGREEMENT WITH THE LOWER VALLEY WATER DISTRICT (LVWD) FOR THE COVID-19 UTILITY ASSISTANCE PROGRAM THROUGH FEBRUARY 28, 2021. *ALEJANDRA VALADEZ***

A motion was made by Victor Perez seconded by Ralph Duran to *approve item ten (10)*. Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

### **POLICE DEPARTMENT**

- 11. *DISCUSSION AND ACTION* ON APPROVING THE PURCHASE OF 6 HAND-HELD RADIOS IN THE AMOUNT OF \$25,162.50. *CHIEF DAVID BURTON***

A motion was made by Victor Perez seconded by Yvonne Colon-Villalobos to *approve item eleven (11)*. Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**PLANNING AND ZONING DEPARTMENT**

**12. DISCUSSION AND ACTION ON THE PRELIMINARY AND FINAL PLAT APPROVAL FOR HACIENDAS DEL VALLE UNIT 1 REPLAT B, BEING LOT 1, BLOCK 3, HACIENDAS DEL VALLE SUBDIVISION LOCATED AT 470 VALLE DEL PASEO FOR A LOT SPLIT. *JOB TERRAZAS***

A motion was made by Victor Perez seconded by Yvonne Colon-Villalobos to *approve item twelve (12).*

An amended motion was made by Victor Perez seconded by Ralph Duran to *approve item twelve (12) as recommended by the Planning and Zoning Commission to allow the applicant to record the plat and to grant a 2.5' variance to the existing building.* Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**13. DISCUSSION AND ACTION TO DIRECT STAFF TO BRING RECOMMENDATION TO AMEND ORDINANCE 481. *MICHAEL MEDINA***

A motion was made by Victor Perez seconded by Ralph Duran to *approve item number thirteen (13).*

An amended motion was made by Victor Perez seconded by Ralph Duran to *instruct staff to propose definition for agricultural properties and research a window for maintaining agricultural exemption.*

An amended motion was made Victor Perez to *include agricultural properties and direct staff to take into consideration and try to incorporate all the comments made and taken at the Public Meeting of February 2020 regarding setbacks and residential areas.* Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**CITY MANAGER**

**14. DISCUSSION AND ACTION APPROVING EVALUATION TEMPLATE FOR CITY MANAGER. *ADRIANA RODARTE***

A motion was made by Victor Perez seconded by Ralph Duran to *approve the proposed template provided by Mr. Reyes with a section after each item for comments for ratings of 1 or 2.*

An amended motion was made by Victor Perez seconded by Ralph Duran to *approve the proposed template provided by Mr. Reyes with a section after each item for comments for ratings of 1 or 2 and to provide electronic or hard copy as an exhibit.* Motion passed.

Alejandro Garcia spoke on this item.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**15. DISCUSSION AND ACTION TO AUTHORIZE CITY MANAGER TO GIVE APPROVAL TO PROCEED TO THE CONSULTING FIRM (THE FORMA GROUP) WITH THE CITY OF SOCORRO LEGISLATIVE TESTIMONY WHEN TIME CONSTRAINTS DO NOT ALLOW THE CONSULTANTS AND LIAISONS TO MEET.**  
**ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item number fifteen (15).* Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**16. DISCUSSION AND ACTION TO APPROVE DISTRICT 2 REPRESENTATIVE RALPH DURAN AND DISTRICT 4 REPRESENTATIVES YVONNE COLON-VILLALOBOS TO TRAVEL FOR THE 87<sup>TH</sup> LEGISLATIVE SESSION.**  
**ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item sixteen (16).*

An amended motion was made by Victor Perez seconded by Ralph Duran to *approve the travel with 3M mask.* Motion passed.

Alejandro Garcia spoke on this item.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**17. DISCUSSION AND ACTION ON UPCOMING SAFETY EDUCATION CAMPAIGN.**  
**ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item seventeen (17).* Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

**MAYOR AND COUNCIL**

**18. DISCUSSION AND ACTION ON CONDUCTING A STUDY AND COST ANALYSIS ON A SECTION OF REGINA DR. FOR THE PAVING COMPLETION OF THE ROAD. MAYOR IVY AVALOS**

A motion was made by Victor Perez seconded by Ralph Duran to *approve item number eighteen (18)*.

Diana Nuñez, Alejandro Garcia and Rene Rodriguez spoke on this item.

An amended motion was made by Victor Perez seconded by Ralph Duran to *place this street on the list*. Motion passed.

Ayes: Ruben Reyes, Ralph Duran, and Victor Perez

Abstain: Yvonne Colon-Villalobos

Absent: Cesar Nevarez

**19. 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. ADRIANA RODARTE**

**20. 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. ADRIANA RODARTE**

**21. DISCUSSION AND ACTION REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION. ADRIANA RODARTE**

A motion was made by Victor Perez seconded by Ralph Duran to *delete items nineteen (19), twenty (20) and twenty-one (21)*. Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

## **22. ADJOURN**

A motion was made by Victor Perez seconded by Ralph Duran to *adjourn at 8:13 pm*.  
Motion passed.

Ayes: Ruben Reyes, Ralph Duran, Victor Perez and Yvonne Colon-Villalobos

Nays:

Absent: Cesar Nevarez

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**Ivy Avalos, Mayor**

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Olivia Navarro, City Clerk

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Date minutes were approved



*Ivy Avalos*  
Mayor

*Ruben Reyes*  
Representative  
At Large

*Cesar Nevarez*  
District 1  
Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

**DATE:** February 18, 2021  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Job Terrazas, Building Official  
**CC:** Adriana Rodarte, City Manager

**SUBJECT:**

Introduction, First Reading and Calling for a public hearing for the proposed rezoning of Leigh Clark Survey 298 ABST 6262 28 & 29 & E 1/3 of 30, located at 12450 Gateway East from Unclassified to C-2, General Commercial for a truck terminal.

**SUMMARY:**

The property matter of this request is 2.14 miles southeasterly located from Horizon Blvd. This property has an estimated area of 1,490,188 sf. (34.21 acres), owned by Abi Express Inc. and represented by Omar Ballesteros.

**BACKGROUND:**

The property is currently undeveloped. 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 **Zone X**; this classification is the safest area with the less possibility of being flooded (Community Panel # 480212 0239-B / FEMA, September 4, 1991).

The current use of the property is: Vacant Land.  
The proposed use of the property: Commercial

Adjacent Land Uses: North: Unclassified, South: M-1 (LI), East: Unclassified, West: A-1 (AG)

**STATEMENT OF THE ISSUE:**

This property is located in an area that was annexed to Socorro in May 2008. The property remains unclassified until a zoning classification is established.

**STAFF RECOMMENDATION:**

The Planning and Zoning Department recommends APPROVAL.

**BOARD RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL.

**FINANCIAL IMPACT**

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

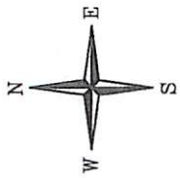
Co-op Agreement (Name/Contract#)

**ALTERNATIVE**

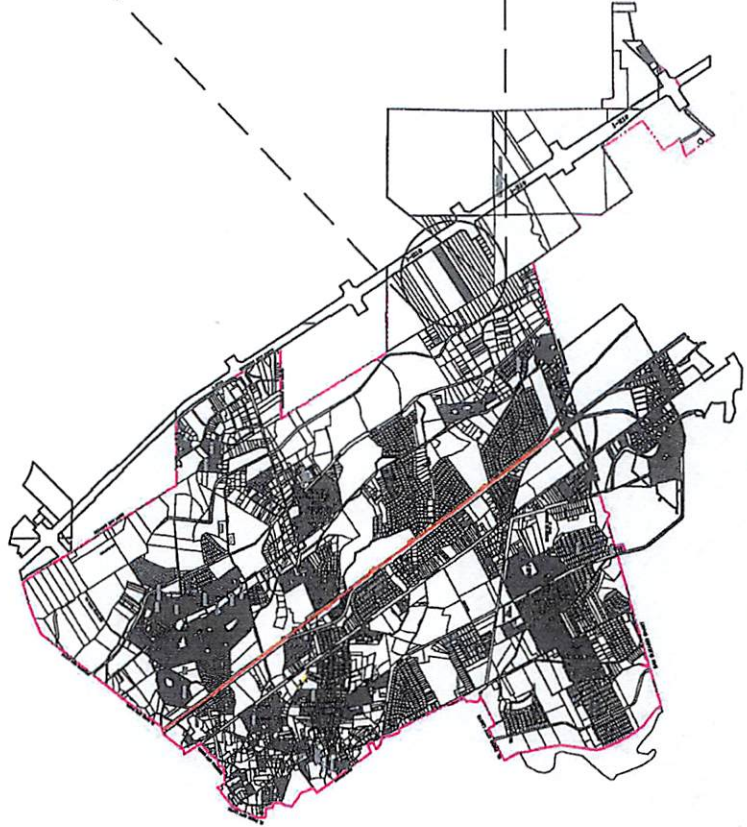
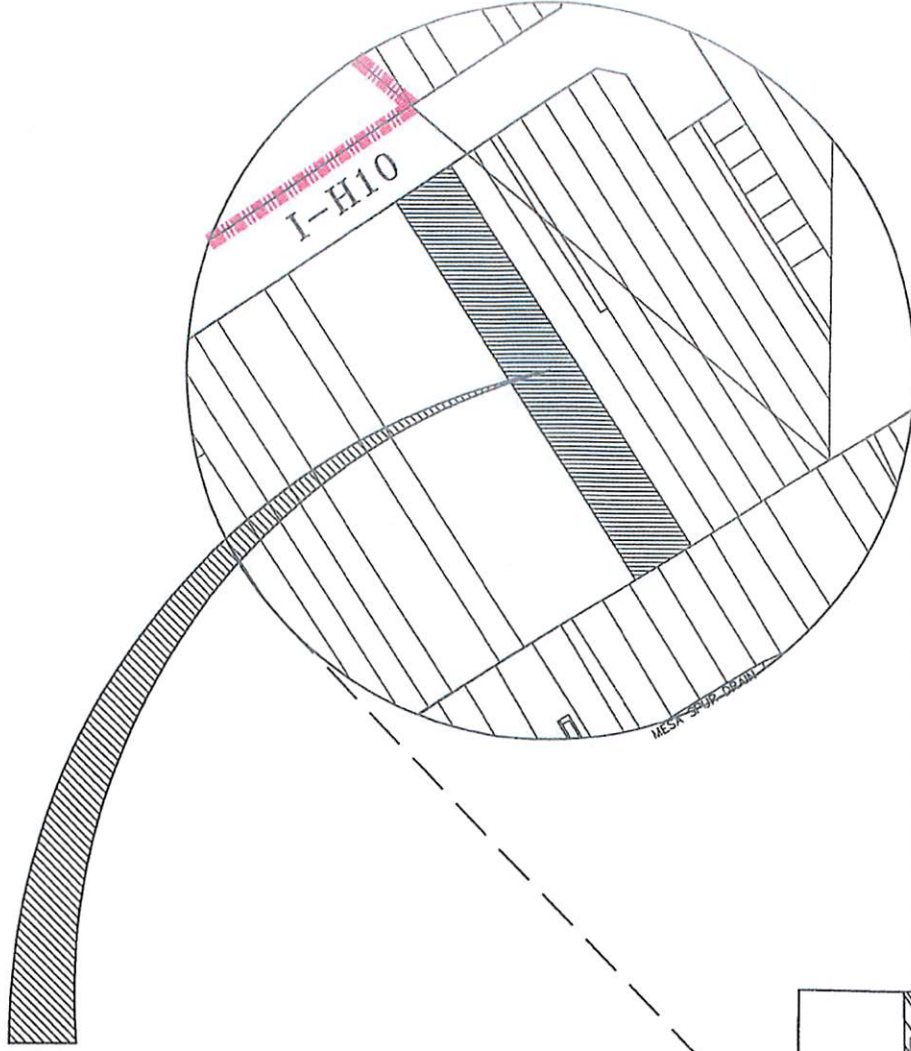
Deny

**REQUIRED AUTHORIZATION**

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



PROJECT SITE;  
12450 Gateway East Blvd.  
LCS 298 ABST 6262 28&29  
E 1/3 of 30



CITY OF SOCORRO

## LOCATION MAP

Scale: AS SHOWN



Planning and Zoning Department

200 N. 2nd Street, Socorro, Texas 78792 Tel. (512) 772-4531 Fax (512) 772-4872





PLANNING AND ZONING DEPARTMENT  
REZONING APPLICATION  
CITY OF SOCORRO

1. Name: OMAR BALLESTEROS | ABI EXPRESS INC  
Address: 12450 GATEWAY EAST BLVD. Phone: (915) 740 5238  
Representative: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: omarballesteros 72@gmail.com
2. Property Location: \_\_\_\_\_  
Legal Description: LCS 298 AB st 6262 28-29 1E 1/3 of 30

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

<u>34.2100</u>	<u>UNCLASSIFIED</u>	<u>VACANT</u>
Area (Sq. ft. or Acreage)	Current Zoning	Current Land Use
<u>C-2 GENERAL COMMERCIAL</u>		<u>COMMERCIAL</u>
Proposed Zoning		Proposed Land Use

3. All owners of record must sign document.

Omar Ballesteros \_\_\_\_\_

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

Omar Ballesteros \_\_\_\_\_ 11/11/2021  
Representative/Owner Date

ALL FEES ARE NON-REFUNDABLE / NO GUARANTEE IS MADE IT WILL BE APPROVED  
LAS TARIFAS NO SON REEMBOLSABLES / NINGUNA GARANTÍA SE HACE QUE SE  
APROBARÁ

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large

**Cesar Nevarez**  
District 1  
Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## ORDINANCE \_\_\_\_\_

### **AN ORDINANCE CHANGING THE ZONING DESIGNATION OF LEIGH CLARK SURVEY 298 ABST 6262 28 & 29 & E 1/3 OF 30 LOCATED AT 12450 GATEWAY EAST FROM UNCLASSIFIED TO C-2 (GENERAL COMMERCIAL)**

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, the zoning of Leigh Clark Survey 298 ABST 6262 28 & 29 & E 1/3 of 30, located at 12450 Gateway East have been changed from Unclassified to C-2, General Commercial.

**READ, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF SOCORRO, TEXAS

\_\_\_\_\_  
Ivy Avalos, Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro, City Clerk

APPROVED AS TO FORM:

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

Introduction and First Reading: February 18, 2021  
Second Reading and Adoption:

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
Representative  
At Large

*Cesar Nevarez*  
District 1  
Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

**DATE:** February 18, 2021  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Job Terrazas, Building Official  
**CC:** Adriana Rodarte, City Manager

**SUBJECT:**

Second Reading and Adoption of an Ordinance for the proposed amendment to the City of Socorro Master Plan and rezoning of Tracts 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, Block 6, Socorro Grant, from A-1/C-2 to R-2/C-2 for a new residential development.

**SUMMARY:**

The property matter of this request is 600' feet northwesterly located from Nuevo Hueco Tanks Blvd. This property has an estimated area of 2,428,753 sf. (55.7565 acres), owned by ESCO Industrial, LLC. and Lower East Valley Holding Co.

**BACKGROUND:**

According to our Future Land Use map, the projected land use for this property is: Agricultural. Per the Flood Insurance Rate Maps, the referenced property lies within **Zone X**.

Adjacent Land Uses:

North:	Agricultural
South:	R-2 / C-2
East:	ICMUD
West:	M-1/M-2

**STATEMENT OF THE ISSUE:**

The existing zoning does not allow for residential use. The property must be rezoned to R-2 to allow the developer to subdivide the land.

**STAFF RECOMMENDATION:**

The Planning and Zoning Department recommends APPROVAL to allow the developer to subdivide the land as proposed.



**BOARD RECOMMENDATION:**

The Planning and Zoning Commission recommends APPROVAL with conditions imposed:

- Variance to reduce lot size on 40% of the subdivision to 5500 sf or more is granted.
- Engineer to provide estimated area of ROW dedication.

**FINANCIAL IMPACT**

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price)

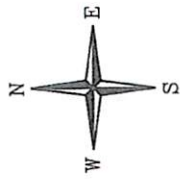
Co-op Agreement (Name/Contract#)

**ALTERNATIVE**

Deny

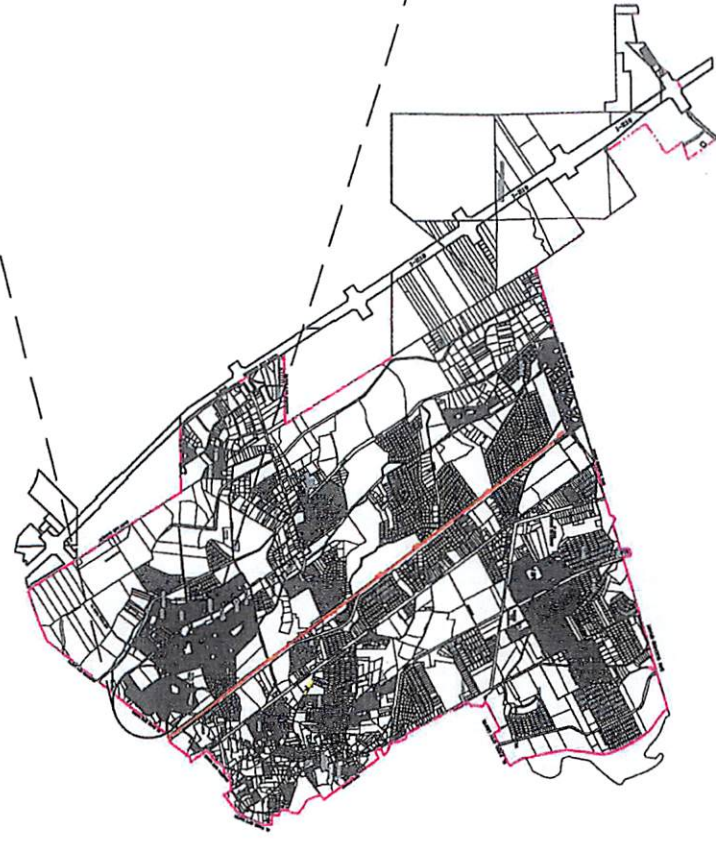
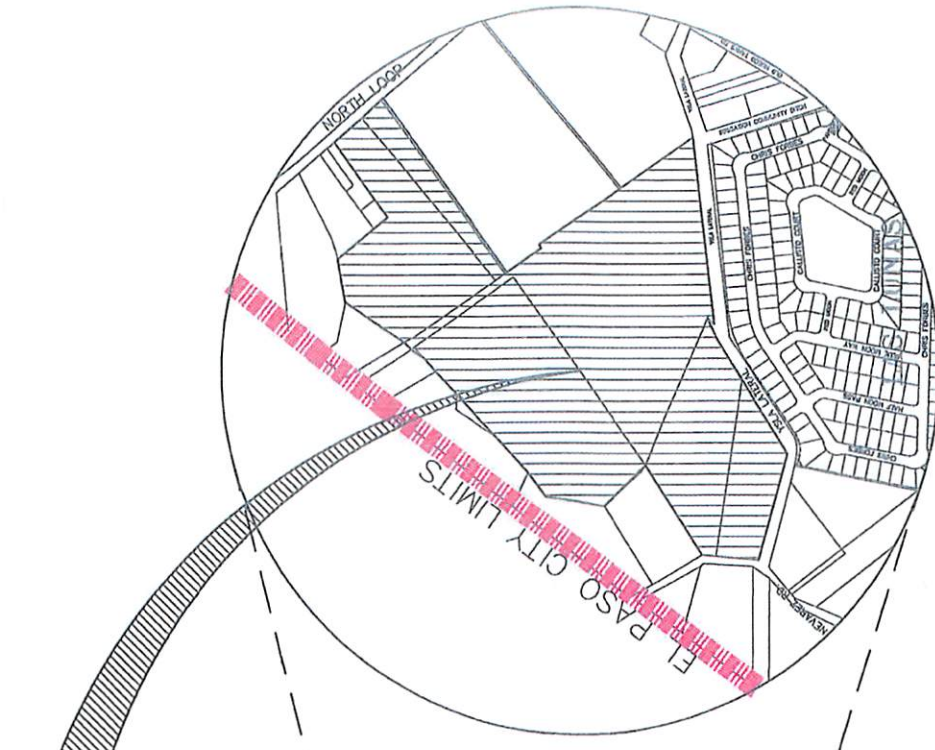
**REQUIRED AUTHORIZATION**

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



**PROJECT SITE;**

Valle Nuevo Subdivision  
Tracts 6-A,1-B,1-C,1-D,1-D-2  
2-A,1-D-3,1-D-1. Block 6.  
Socorro Grant



CITY OF SOCORRO

**LOCATION MAP**

Scale: AS SHOWN







## PLANNING AND ZONING DEPARTMENT

### Request for Rezoning

1. Name: ESCO Industrial, LLC. and Lower East Valley Holding Co.

Address: 337 Borderland #7, El Paso, Texas 79932 Phone: 915-581-2939

Representative: CEA Group c/o Jorge L. Azcarate

Address: 813 N. Kansas St., Suite 300, El Paso, Texas 79902 Phone: 915-544-5232

2. Property Location: Property located between North Loop and Nevarez Road.

Tract 2A, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C,  
Legal Description: 6B, & 6A, Block 6, Socorro Grant, City of Socorro, El Paso County, Texas

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

<u>55.7565 acres</u>	<u>A-1 and C-2</u>	<u>Vacant</u>
<u>Area (Sq. ft. or Acreage)</u>	<u>Current Zoning</u>	<u>Current Land Use</u>
<u>R-2 and C-2; Allow 5,500 sf residential lot areas</u>	<u>Single-Family Residential and Commercial Uses</u>	
<u>Proposed Zoning</u>	<u>Proposed Land Use</u>	

3. All owners of record must sign document.

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

Rezoning per parcel/tract: Less than one acre - \$650.00  
1 to 10 acres - \$750.00  
10.1 to 30 acres - \$950.00  
30.1 to 50 acres - \$1,150.00  
50.1 to 75 acres - \$1,400.00  
75.1 or more - \$1,650.00

#### ALL FEES ARE NONREFUNDABLE

860 N. Río Vista • Socorro, Texas 79927 • Tel: (915) 872-8531 • Fax: (915) 872-8673 • [www.socorrotexas.org](http://www.socorrotexas.org)

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
Representative  
At Large

**Cesar Nevarez**  
District 1  
Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## ORDINANCE \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY OF SOCORRO MASTER PLAN AND CHANGING THE ZONING DESIGNATION OF TRACTS 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, BLOCK 6, SOCORRO GRANT FROM A-1/C-2 (AGRICULTURAL/GENERAL COMMERCIAL) TO R-2/C-2 (MEDIUM DENSITY RESIDENTIAL/GENERAL COMMERCIAL)**

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

That pursuant to Chapter 46 of the Codification of Ordinances of the City of Socorro, Texas, the Zoning Ordinance of the City of Socorro, as amended, the zoning of Tracts 2D, 1D, 2C1, 1D3, 1C1, 4A2B, 4C, 4B1, 4B2, 1C, 1H, 1B, 1B1, 6C, 6B & 6A, Block 6, Socorro Grant have been changed from A-1/C-2 (Agricultural/General Commercial) to R-2/C-2 (Medium Density Residential/General Commercial).

**READ, APPROVED AND ADOPTED** this 18<sup>th</sup> day of February 2021.

CITY OF SOCORRO, TEXAS

\_\_\_\_\_  
Ivy Avalos, Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro, City Clerk

APPROVED AS TO FORM:

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

Introduction and First Reading: February 4, 2021  
Second Reading and Adoption: February 18, 2021

*Ivy Avalos*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nevarez*  
District 1/Mayor Pro-Tem



*Ralph Duran*  
District 2  
  
*Victor Perez*  
District 3  
  
*Yvonne Colon - Villalobos*  
District 4  
  
*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator, City of Socorro**

**SUBJECT:**

Discussion and action to approve a resolution authorizing the submission of a grant application to the Office of the Governor's (OOG) Criminal Justice Division (CJD) FY 2022 Rifle-Resistant Body Armor grant for the Socorro Police Department. There is no match requirement for this grant.

**SUMMARY**

The City of Socorro will submit a grant application to the FY 2022 Rifle-Resistant Body Armor grant program requesting \$18,504.00 for body armor vests for the Socorro Police Department's Emergency Response Team. There is no match requirement for this grant.

**STATEMENT OF THE ISSUE**

The Office of the Governor's Criminal Justice Division expects to make available funds for the FY 2022 for the Rifle-Resistant Body Armor grant program.

The Socorro Police Department has worked with other law enforcement agencies, to include the Horizon Police Department, and the Ysleta Del Sur Pueblo Police, to establish a regional Emergency Response Team (ERT) to serve the outlying communities in East El Paso County. This ERT requires an additional twenty (20) body armor protective vests to properly equip police officers. This grant allows for the department to purchase critical equipment to properly execute its duties while keeping officers safe.

**FINANCIAL IMPACT**

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



**Funding Source: N/A**

**Amount: \$0.00**

**Quotes (Name/Commodity/Price): N/A**

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

**ALTERNATIVE**

Not Approve – The City of Socorro will not submit a grant application for this grant program on behalf of the Socorro Police Department.

**STAFF RECOMMENDATION**

**Approve** - It is the recommendation of the Grants & Special Projects Department that Council authorize the submission of a grant application to the FY 2022 Rifle-Resistant Body Armor grant.

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor  
**Ruben Reyes**  
At Large  
**Cesar Nevarez**  
District 1/Mayor Pro-Tem



**Ralph Duran**  
District 2  
**Victor Perez**  
District 3  
**Yvonne Colon - Villalobos**  
District 4  
**Adriana Rodarte**  
City Manager

## RESOLUTION 634

**WHEREAS**, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the Rifle-Resistant Body Armor Program be operated in Socorro, Texas for the 2021-2022 fiscal year; and

**WHEREAS**, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the Rifle-Resistant Body Armor Program grant application; and

**WHEREAS**, the CITY OF SOCORRO agrees that in the event of loss or misuse of the Office of the Governor funds, CITY OF SOCORRO assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the CITY OF SOCORRO will request funding from the Rifle-Resistant Body Armor Program via Grant No. 4301301 to secure rifle-resistant body armor vests for its law enforcement officers; and

**WHEREAS**, the CITY OF SOCORRO designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the CITY OF SOCORRO approves submission of the grant application for the Rifle-Resistant Body Armor Program to the Office of the Governor.

Passed and Approved this 18<sup>th</sup> day of February 2021.

CITY OF SOCORRO

\_\_\_\_\_  
Ivy Avalos  
Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro  
City Clerk

Grant Number: 4301301

*Ivy Avalos*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nevarez*  
District 1/Mayor Pro-Tem



*Ralph Duran*  
District 2  
  
*Victor Perez*  
District 3  
  
*Yvonne Colon - Villalobos*  
District 4  
  
*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator, City of Socorro**

**SUBJECT:**

Discussion and action to approve a resolution authorizing the submission of a grant application to the FY 2021 State Homeland Security Program (SHSP)- LETPA grant for the Socorro Police Department. There is no match requirement for this grant.

**SUMMARY**

The City of Socorro is requesting to continue its participation in the FY 2021 State Homeland Security Program (SHSP)- LETPA grant program requesting \$166,783.10 for the funding of policing equipment and tools for the Socorro Police Department's Emergency Response Team. There is no match requirement for this grant.

**STATEMENT OF THE ISSUE**

The Office of the Governor's Criminal Justice Division expects to make available funds for the FY21 for the State Homeland Security Program (SHSP).

The Socorro Police Department has worked with other law enforcement agencies, to include the Horizon Police Department, and the Ysleta Del Sur Pueblo Police, to establish a regional Emergency Response Team (ERT) to serve the outlying communities in East El Paso County. This ERT requires an additional equipment to properly respond to high-risk incidents in our community to include ballistic helmets, CBRN masks and police radios. This grant allows for the department to purchase critical equipment to properly execute its duties while keeping officers safe.

**FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount: \$0.00**

**Quotes (Name/Commodity/Price): N/A**

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

**ALTERNATIVE**

Not Approve – The City of Socorro will **not** submit a grant application for this grant program on behalf of the Socorro Police Department.

**STAFF RECOMMENDATION**

**Approve** - It is the recommendation of the Grants & Special Projects Department that Council authorize the submission of a grant application to the FY21 State Homeland Security Program (SHSP)- LETPA grant.

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor  
**Ruben Reyes**  
At Large  
**Cesar Nevarez**  
District 1/Mayor Pro-Tem



**Ralph Duran**  
District 2  
**Victor Perez**  
District 3  
**Yvonne Colon - Villalobos**  
District 4  
**Adriana Rodarte**  
City Manager

## RESOLUTION 635

WHEREAS, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the FY21 State Homeland Security Program (SHSP)- LETPA- be operated in Socorro, Texas for the 2021-2022 fiscal year; and

WHEREAS, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the FY21 State Homeland Security Program-LETPA grant application; and

WHEREAS, the CITY OF SOCORRO agrees that in the event of loss or misuse of the Office of the Governor funds, CITY OF SOCORRO assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the CITY OF SOCORRO will request funding from the State Homeland Security Program-LETPA via Grant No. 4302401 to secure anti-terrorism tools and equipment for its law enforcement officers; and

WHEREAS, the CITY OF SOCORRO designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the CITY OF SOCORRO approves submission of the grant application for the State Homeland Security Program (SHSP) to the Office of the Governor.

Passed and Approved this 18<sup>TH</sup> day of February, 2021.

CITY OF SOCORRO

\_\_\_\_\_  
Ivy Avalos  
Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro  
City Clerk

Grant Number: 4302401

*Ivy Avalos*  
Mayor  
  
*Ruben Reyes*  
At Large  
  
*Cesar Nevarez*  
District 1/Mayor Pro-Tem



*Ralph Duran*  
District 2  
  
*Victor Perez*  
District 3  
  
*Yvonne Colon - Villalobos*  
District 4  
  
*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator, City of Socorro**

**SUBJECT:**

Discussion and action to approve a resolution authorizing the submission of a grant application to the FY 2022 Criminal Justice Program for the Socorro Police Department. There is no match requirement for this grant.

**SUMMARY**

The City of Socorro will submit a grant application to the FY 2022 Criminal Justice Program grant program requesting approximately \$6,864.00 for the funding of officer training and safety restraining equipment to reduce use of force in public safety incidents by the Socorro Police Department.

**STATEMENT OF THE ISSUE**

The Office of the Governor's Criminal Justice Program expects to make available funds for the FY 2022.

The Socorro Police Department will request funding to ensure all SPD officers attend Cultural Diversity, Racial Profiling, Use of Force, Law Enforcement Ethics, and Community Policing and Problem-Solving training. Funds will also allow the Department to procure restraining equipment to restrain individuals without direct use of force and while maintaining social distancing.

This grant allows for the department to purchase critical training and equipment to properly execute its duties while keeping officers safe.

**FINANCIAL IMPACT**

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



**Funding Source: N/A**

**Amount: \$0.00**

**Quotes (Name/Commodity/Price): N/A**

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

**ALTERNATIVE**

Not Approve – The City of Socorro will not submit a grant application for this grant program on behalf of the Socorro Police Department.

**STAFF RECOMMENDATION**

**Approve** - It is the recommendation of the Grants & Special Projects Department that Council authorize the submission of a grant application to the FY 2022 Criminal Justice Program.

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor  
**Ruben Reyes**  
At Large  
**Cesar Nevarez**  
District 1/Mayor Pro-Tem



**Ralph Duran**  
District 2  
**Victor Perez**  
District 3  
**Yvonne Colon - Villalobos**  
District 4  
**Adriana Rodarte**  
City Manager

## RESOLUTION 636

**WHEREAS**, The CITY OF SOCORRO finds it in the best interest of the citizens of SOCORRO, TEXAS that the FY 2022 Criminal Justice Program be operated in Socorro, Texas for the 2021-2022 fiscal year; and

**WHEREAS**, the CITY OF SOCORRO agrees to provide applicable matching funds for the said project as required by the FY 2022 Criminal Justice Program grant application; and

**WHEREAS**, the CITY OF SOCORRO agrees that in the event of loss or misuse of the Office of the Governor funds, CITY OF SOCORRO assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the CITY OF SOCORRO will request funding from the Criminal Justice Program via Grant No. 4307501 to secure officer training and equipment for its law enforcement officers; and

**WHEREAS**, the CITY OF SOCORRO designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the CITY OF SOCORRO approves submission of the grant application for the Criminal Justice Program to the Office of the Governor.

Passed and Approved this 18<sup>TH</sup> February, 2021

CITY OF SOCORRO

\_\_\_\_\_  
Ivy Avalos  
Mayor

ATTEST:

\_\_\_\_\_  
Olivia Navarro  
City Clerk

Grant Number: 4307501

## ITEM 14

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1/Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon - Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

February 11, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Alejandra Valadez, Grants Coordinator, City of Socorro**

**SUBJECT:**

Discussion and action to approve the use of CARES Act Funding for the procurement of a grants management system and enter into a service agreement with eCivis.

**SUMMARY**

City Council will approve the use of CARES Act Funding for the procurement of a grants management system (eCIVIS) to ensure all federal dollars are administered accurately and efficiently, and to track the success of federally funded projects.

**STATEMENT OF THE ISSUE**

The use of grants managements systems in local government is proven to increase grant-funding received and grant-funded program/project performance by ensuring grant dollars are tracked and spent within designated performance periods, and that reports and certifications are submitted in a timely manner. Moreover, the City of Socorro is a subrecipient of ~\$1.8 million dollars of CARES Act Funding through the County of El Paso. In order to ensure that federally funded projects are administered in an efficient manner and that all compliance requirements are met, the City must procure a grants management system. The use of CARES Act Funding for administration of relief funds is an eligible expense.

The City of Socorro's ever expanding grants portfolio includes grant funding from foundations, state and federal governments. The City's grant-funded projects range widely in funding and project scopes, from as small as \$2,500 from the National Trust for Historic Preservation for the development of a structural engineering report for the Rio Vista Farm Library, to \$742,237.00 from the USDOJ COPS Office for the hiring of six (6) new police officers. A grants management system that integrates our accounting system with a project management platform, reduces inefficiencies and the risk of audit findings.

eCivis is an industry leader in grants management solutions for city governments. The eCivis platform will integrate with our accounting system and will allow the City of Socorro to administer all phases of the grant cycle, to include grants search and identification, the grant application process, grant award and project implementation, reporting, and grant close out. eCivis allows for automated grant searches based on targeted outcomes and provides guidance through the process, leading to increased grant awards. As an example, the City of Norfolk, VA saw a 204% increase in grant awards, leading to a higher quality of life for Norfolk residents. Lastly, the eCivis platform will allow Department Heads and Project Directors to log in and monitor, in real-time, their project budgets and expenses, and make decisions about how to best ensure the success of their projects.

### **FINANCIAL IMPACT**

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

**Funding Source: N/A**

**Amount:**

- \$21,525.00 for Year 1
- \$13,200.00 for Year 2
- \$13,200.00 for Year 3
- TOTAL = \$47,925.00

**Quotes (Name/Commodity/Price): Please see backup attached**

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

### **ALTERNATIVE**

Not approve – The City **will not** approve the use of CARES Act Funding for the procurement of a grants management system and enter into a service agreement with eCivis.

### **STAFF RECOMMENDATION**

**APPROVE** – The City **will** approve the use of CARES Act Funding for the procurement of a grants management system and enter into a service agreement with eCivis.

### **REQUIRED AUTHORIZATION**

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



# CARES ACT FUNDING PROJECT APPROVAL FORM

City of Socorro, Texas

## GENERAL INFORMATION

- The City of Socorro has received an allocation of CARES Act Funding through El Paso County to offset unbudgeted expenses related to responding to the COVID-19 pandemic.
- Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in our most recently approved budget; and iii) were incurred during the period that began on March 1, 2020, and ends on December 1, 2020.
- Furthermore, the City has agreed that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the [Treasury guidance](#).
- **Please submit this form to the City Manager and Finance Director for approval.**

## DEPARTMENT INFORMATION

Department:	Grants & Special Projects Department	Department Contact Name:	Alejandra Valadez
Date of submittal:	01/11/2021		

## PROPOSED PROJECT DESCRIPTION

Will this project require construction/rehabilitation? ☐ Yes ☒ No

*Please provide a brief description of the proposed project or expenditures.*

The City of Socorro must incur additional administrative expenses related to the ~ \$1.8 million dollars in COVID-19 CARES Act Funding received through a subrecipient agreement with El Paso County. This project will achieve the procurement and implementation of a Grants Management Software that is fully integrated with our financial and accounting policies and systems for the purpose of tracking and reporting on additional COVID-19 financial assistance received from the state or federal government. Currently the City of Socorro does not use a grants management software to track grant expenditures and project performance. The City of Socorro has received approximately \$1.8 million dollars in CARES Act Funding through a subrecipient agreement with El Paso County. The City must ensure that all administrative support is adequate, ensure that CARES Act expenditures are eligible costs, and that all compliance requirements are met in order to ensure that funds are used in a timely and appropriate manner. Documentation for all CARES Act funding expenditures are required to be retained for a 3-year minimum.

## PROJECT COST

Please provide an estimated project or item cost.

Item	Description	Quantity	Cost per unit	Total
Grants Management Software	Grants Management Software license, integration with Abila Accounting Software, implementation fee, and three (3) years subscription	1	\$47,925	\$47,925
Total Project Cost				\$47,925

## PROJECT ELIGIBILITY

Please mark the eligible category for this project or expenses, and provide a brief explanation as to why you believe this project or expense is allowable under that category.

	Eligible Category	Check	Justification
75%	Medical Expenses	<input type="checkbox"/>	
	Public Health Expenses	<input type="checkbox"/>	
	Payroll expenses*	<input type="checkbox"/>	
25%	Expenses of actions to facilitate compliance with COVID-19 related public health measures	<input type="checkbox"/>	
	Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and	<input type="checkbox"/>	
	Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy.	<input checked="" type="checkbox"/>	The City must incur additional administrative expenses related to the ~ \$1.8 million dollars in COVID-19 CARES Act Funding received through a subrecipient agreement with El Paso County.

\* For public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.



## Exhibit A

### CITY OF SOCORRO BID AND QUOTE COMPARISON WORKSHEET

**Date:** 01/08/2021

**Department:** Grants & Special Projects

**Employee Name:** Alejandra Valadez

**Brief Description of Purchase:**

Grants Management Software

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

	Company	Phone Number	Website/Email
<b>Vendor #1</b>	eCivis	571-662-3062	www.ecivis.com/
<b>Vendor #2</b>	Cayuse	971-288-5027	https://cayuse.com/
<b>Vendor #3</b>	Amplifund	(216) 304-3929	www.amplifund.com
<b>Vendor #4</b>			
<b>Vendor #5</b>			

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

	Price	Availability (Meet timeline)	Previous Experience	Rank
<b>Vendor #1</b>	\$21,525.00 (Year 1)	4-8 weeks	Industry leader	1
<b>Vendor #2</b>	\$40,800.00 (Year 1)	12-16 weeks	Industry leader	3
<b>Vendor #3</b>	\$25,650.00 (Year 1)	TBD	Industry leader	2
<b>Vendor #4</b>				
<b>Vendor #5</b>				

## GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | eCivis@CARAHSOFT.COM

**TO:** Alejandra Valadez  
 Grants Coordinator  
 City of Socorro, TX  
 124 S. Horizon Blvd.  
 Socorro, TX 79927

**FROM:** Garrett Smith  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** grants@ci.socorro.tx.us

**EMAIL:** Garrett.Smith@carahsoft.com

**PHONE:** (915) 858-2915

**PHONE:** (571) 662-3062

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 26819809  
**QUOTE DATE:** 12/09/2020  
**QUOTE EXPIRES:** 02/15/2021  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$21,525.00

**TOTAL QUOTE:** \$21,525.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	GN-20001-20	Grantee Pre-Award Software eCivis, Inc. - GN-20001-20		\$5,000.00 -	1	\$5,000.00
2	GN-20001-22	Grantee Post-Award Software eCivis, Inc. - GN-20001-22		\$5,000.00 -	1	\$5,000.00
3	ULF-00000-01	User License Fee 1-99 eCivis, Inc. - ULF-00000-01		\$400.00 -	5	\$2,000.00
4	GN-20001-21	Grantee Pre-Award Add-on State Grant Research eCivis, Inc. - GN-20001-21		\$1,200.00 -	1	\$1,200.00
5	PS-30001-24	Setup & Implementation eCivis, Inc. - PS-30001-24		\$185.00 -	45	\$8,325.00
<b>SUBTOTAL:</b>						\$21,525.00

**TOTAL PRICE:** \$21,525.00

**TOTAL QUOTE:** \$21,525.00

## Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 2/28/2024. Payment is due net 30 days from invoice date.

Cycle 1: 3/01/2021 through 2/28/2022 for a price of \$21,525.00

Cycle 2: 3/01/2022 through 2/28/2023 for a price of \$13,200.00

Cycle 3: 3/01/2023 through 2/28/2024 for a price of \$13,200.00

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: 11:59PM PST, February 15, 2021.



## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 7, 2020. It is effective between You and Us as of the date of You accept this Agreement.

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### 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this eCivis Master Subscription and Service Agreement, including all exhibits, order forms and addenda attached hereto to or made part of this agreement.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance, Consulting, and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™, Allocate™ products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com>, <https://www.costtree.net/> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, Inc., a Delaware corporation, and Affiliates of eCivis, Inc.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant purchase order or order form during a subscription term stated in such purchase order or order form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. Our Responsibilities. By 11:59PM on the day prior to the cycle start date, we shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations applicable to Our provision of Our Services to Our customers generally, and subject to Your use of the Services in accordance with this Agreement.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement and any applicable order form, (ii) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with the Services, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement, any applicable order form, the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Any use of the Services in breach of the foregoing by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of licenses, grants or applications that can be managed in Our Grants Network™ product, on the number of grant applications, peer reviews and/or trainings provided by Us, or number of licenses provided for Allocate™. Any such limitations are specified in the signature page of this Agreement or an applicable order form.

3.5. Third Party Data. We do not own data or files submitted to Purchased Services by third parties. You assume all risks that may occur from downloading third-party data or files.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions, each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed deadlines does not constitute non delivery of Professional Services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A attached hereto within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement or in any order form. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. **Overdue Charges.** If any charges are not received from You by the due date, then without limiting Our rights or remedies, at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights and all legally protectable elements or derivative works. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. **Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an order form, (ii) modify or create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) except to the extent permitted by applicable law, disassemble, reverse engineer or decompile the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein. If You choose to use a third-party application with a Service, You grant Us permission to allow the application and its provider to access Your Data as required for the interoperation of the application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such application or its provider.

6.4. **Your Data.** You authorize Us to host, copy, transmit, display and adapt Your Data, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. Unless otherwise specified in this Agreement or an Exhibit attached hereto, You shall be solely responsible for collecting, inputting and updating all Your Data. You shall review the accuracy of all data submitted into and through the Services and ensure the final accuracy of all reports or other outputs produced.

6.5. **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6.6. **Your Equipment.** You shall be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking equipment, web servers, and Internet access, but excluding the Services (collectively "Equipment"). You shall be responsible for ensuring that the Equipment is compatible with the Services. You shall also be responsible for the security and use of the Equipment.

## 7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all order forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any order form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, and (iii) We will use commercially reasonable measures intended to not transmit Malicious Code to You, provided it is not a breach of this subpart (iii) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

## 9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein or under an applicable order form.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In no event will termination of this Agreement by Us under this Section 10.3 relieve You of Your obligation to pay any fees payable to Us.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination or expiration of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 10.5 (Surviving Provisions), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

11.2. Notice. All notices pertaining to this Agreement shall be sent via certified mail to: eCivis, Inc., Attn: James Ha, CEO, 254 N. Lake Ave. #879, Pasadena, CA, 91101. To expedite processing, an electronic copy can be sent to [legal@ecivis.com](mailto:legal@ecivis.com). Notices to You will be directed to the "Customer" address listed on the first page of this Agreement.

## 12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department ([legal@ecivis.com](mailto:legal@ecivis.com)).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. This Agreement shall be deemed as a joint work product of the parties and shall not be construed against either party as a drafter.

12.6. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5 (Fees and Payment for Purchased Services).

12.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all order forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. **Entire Agreement.** This Agreement, including all exhibits, order forms and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

12.9. **Equitable Relief.** The parties agree that a material breach of Section 3.3 (Your Responsibilities), Section 6.2 (Restrictions) or Section 7 (Confidentiality) would cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.11. **Publicity.** During the term of this Agreement, We may include Your name and logo in Our customer lists, including on Our website, provided that any such use shall be subject to Your prior written consent.

12.12. **Authorized Reseller Status; Option to Purchase Affiliate Products.** eCivis, Inc. is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "eCivis Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). eCivis Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., Questica, CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, You have the option to purchase from either eCivis, as an authorized reseller, or eCivis Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by You and eCivis or You and the applicable eCivis Affiliate.

### 13. MUTUAL INDEMNIFICATION

13.1. **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. The above defense and indemnification obligations do not apply if (i) the allegation does not state with specificity that the Services are the basis of the Claim Against You; (ii) a Claim Against You arises from the use or combination of the Services or any part thereof with software, hardware, data or processes not provided by Us, if the Services or use thereof would not infringe without such combination or (iii) a Claim Against You arises from Your breach of this Agreement or an order form.

13.2. **Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data or Your use of Your Data with the Services, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. **Exclusive Remedy.** This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this Section.

**City of Socorro, TX**

**Carahsoft Technology Corp.**

**eCivis**

\_\_\_\_\_  
Signature

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Signature

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Signature

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Date

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Date

## ITEM 15

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1 / Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and Action to approve Resolution 637 to oppose unfunded mandates related to Police Operations.**

### **SUMMARY**

The Texas Legislative Session began on Jan 12., and will eventually address legalities regarding the interactions between law enforcement, and citizens being detained by them.

Several **unfunded mandates** that require dozens of hours of additional training for officers and mandatory body cameras for all departments are also included in the **legislation**.

### **STATEMENT OF THE ISSUE**

### **FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount:**

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

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

### **ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION 637

Be it Resolved by the Council of the City of Socorro, That

**WHEREAS**, the City of Socorro is committed to community dialogue that includes examining police operations, legislative and community oversight and requiring certain reporting requirement;; and

**WHEREAS**, the City of Socorro Police Department is one of the best trained in the history of the City of Socorro, as is served by brave men and women who risk their lives to protect our residents; and

**WHEREAS**, the City of Socorro is concerned with the negative impacts unfunded state mandates have on cities, police services and local taxpayers; and

**WHEREAS**, the City of Socorro would incur undue hardship and financial burden should the 87th Texas Legislature pass police reforms that place unfunded mandates on municipalities and their police operations; and

**WHEREAS**, unfunded state mandates place an unfair burden on local property owners and elected city officials, who are trying to address local priorities and problems with a limited amount of financial resources; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Socorro calls on the 87th Texas Legislature, Governor Greg Abbott and the state's administrative agencies to refrain from imposing any further unfunded mandates and requirements on cities and towns, as said mandates harm municipal budgets, adversely impact municipal service delivery, and increase reliance on the property tax.

**Be it finally resolved**, that this resolution be submitted to the El Paso County State Legislative Delegation, other interested parties, and pertinent State of Texas elected officials.

**PASSED AND APPROVED** this 18<sup>th</sup> day of February 2021.

THE CITY OF SOCORRO

ATTEST:

\_\_\_\_\_  
Ivy Avalos, Mayor

\_\_\_\_\_  
Olivia Navarro  
City Clerk



*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1 / Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: Discussion and action to approve Resolution 638 to support Broadband Infrastructure and access in the City of Socorro.**

**SUMMARY**

The Texas Legislative Session began on Jan 12., and will eventually address broadband infrastructure and access to communities.

Poor internet connectivity has been a long-standing issue in many rural communities, and it's now back in the spotlight. Gov. Abbott outlined broadband access as a priority in his State.

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

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

**Funding Source: General Fund**

**Amount:**

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

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

**ALTERNATIVE**

**N/A**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

## RESOLUTION 638

Be it Resolved by the Council of the City of Socorro, That

**WHEREAS**, City of Socorro has a responsibility to assist its citizens in securing the essential services for daily life, including broadband (phone and internet); and

**WHEREAS**, reliable wired phone service is essential for communication of all types, especially emergency services; and

**WHEREAS**, improved broadband is necessary to all citizens for education, health care, communication, interactions with government, farming and business operations, entertainment, commerce and future uses yet to be developed; and

**WHEREAS**, the need for broadband service is growing daily; and

**WHEREAS**, the duly elected officials of the City of Socorro support efforts to fund grants to expand and upgrade broadband for all areas of the City

**NOW THEREFORE BE IT RESOLVED**, that the City of Socorro calls on the 87th Texas Legislature, Governor Greg Abbott and the state's administrative agencies to exhaust all efforts to support legislation and appropriate monies to support the expansion of broadband to all urban and rural communities within the state of Texas.

**Be it finally resolved**, that this resolution be submitted to the El Paso County State Legislative Delegation, other interested parties, and pertinent State of Texas elected officials.

PASSED AND APPROVED this 18<sup>th</sup> day of February 2021.

THE CITY OF SOCORRO

ATTEST:

\_\_\_\_\_  
Ivy Avalos  
Mayor

\_\_\_\_\_  
Olivia Navarro  
City Clerk

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 12, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: City Manager, Adriana Rodarte**

**SUBJECT: *Update* on COVID-19 Vaccinations**

**SUMMARY**

**Challenge:** The community of Socorro currently lacks access to COVID-19 vaccination resources required to protect life and progress the community's recovery efforts. Socorro City Officials need support to mobilize the medical, logistics and technical resources required to deliver the COVID-19 vaccine to its citizens.

**Vision:** The City of Socorro becomes a model for building a coalition to advocate on behalf of and serve their community to efficiently vaccinate their citizens.

**Solution:** A coalition led by the City of Socorro, in partnership with a vaccine service provider who will coordinate and distribute the vaccine to eligible residents

**Planning –**

Site suitability assessment and identifying key objectives and obstacles

- Coordinate and roll-out communication plan that includes scheduling, education, outreach, follow-up, safety protocols that will be developed in cooperation with the city of Socorro.
- Equipment procurement and briefing of local vendors

**Implementation**

- Coordinate the vaccine transfer and associated storage logistics
- Set up, manage, and run the Vaccination Clinic Infrastructure
- Activation of scheduling and data collection and state reporting

**Analyze**

- We serve as the chief improvement officer which includes daily debriefs, weekly after-action reviews and on-site adjustments.
- Meet with city officials to receive feedback from the community and talk through changes
- Make sure proper protocols are being followed and met

**Adapt**

- Make on-going adjustments to the operational plan
- Assess volume to maximize efficacy
- Remain flexible as the pandemic environment changes to be responsive to the changing needs of Socorro

**STATEMENT OF THE ISSUE****FINANCIAL IMPACT**

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

**Funding Source:**

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

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

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: Mayor, Ivy Avalos**

**SUBJECT: Discussion and action** to approve a partnership with the City of Socorro and El Paso Trade and Manufacturing Council.

**SUMMARY**

**EL PASO TRADE & MANUFACTURING COUNCIL – CITY OF SOCORRO  
PARTNERSHIP**

This partnership is for the purpose of assisting the city of Socorro in becoming a competitive city to attract new and existing industry. EPTMC will provide:

- Promotional outreach through its website with hyperlinks on the city of Socorro including coordinating new economic data provided by city of Socorro staff
- Promotion of city of Socorro at any EPTMC tradeshow event attended in person or virtual
- In the future, EPTMC website may add a section on “Available Sites”, EPTMC will include at least one industrial site as recommended by city of Socorro or by EPTMC leadership
- Respond to State of Texas Economic Development (ED) request for information (RFI)

The City of Socorro will provide:

- Assign a city contact to act as primary point of contact with this partnership
- Provide a city email address to EPTMC for use to receive State of Texas Economic Development RFI leads or automatic forward emails from the State of Texas ED to EPTMC

No exchange of funds is requested or required for this partnership, and any modification to it must be approved by both parties.

**STATEMENT OF THE ISSUE**



Same as above

**FINANCIAL IMPACT**

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

**Funding Source:**

**Amount: N/A**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

**ITEM 19**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

February 10, 2021

**TO: Mayor and City Council Members**

**FROM: Representative At-Large, Ruben Reyes**

**SUBJECT: Discuss and action to approve Representative At-large and any other Council member keys to the administration building.**

**SUMMARY**

Mr. Reyes would like to ask council's approval for keys to have access to the office at the Admin building, Council might need access to the office after hours. Office might be needed for zoom meetings, trainings, keeping in mind that most of the council members attend work in the mornings and by the time they get to the office, personnel is closing the admin building.

**STATEMENT OF THE ISSUE**

At-Large would like access to the admin building.

**FINANCIAL IMPACT**

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: N/A

Quotes (Name/Commodity/Price): N/A

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

**ALTERNATIVE**

**Deny request**

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
At Large

*Cesar Nevarez*  
District 1 / Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon - Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

February 10, 2021

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: At-Large, Ruben Reyes**

**SUBJECT: *Discussion and action*** to direct staff to amend Ordinance 76 amendment no. 3 Section 9 Supplementary District Regulations/Motor Vehicle Parking Regulations.

**SUMMARY**

**Parking and storage of Inoperable/abandoned vehicles**

- No vehicles or equipment shall be parked on the city's right of way for longer than one week, without being operated.
- Abandoned, inoperable vehicles shall not be allowed in Driveways, Front yards, or multi dwelling units parking lots, for longer than 15 days.
- Inoperable vehicle storage on the premises is prohibited, any vehicles and/or equipment stored on the premises shall be screened from the public view.
- Inoperable vehicle means any motor vehicle, motor home, boat, or trailer which cannot be operated or towed lawfully on a Texas public street or highway, due to removal of, damaged to, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield, or any other part necessary for such movement or lawful operation, or in the case of motor vehicles, cannot be moved under its own power.
- City of Socorro reserves the right to remove any vehicle or equipment without owner's consent, after 3 warnings have been made to correct the issue., warnings might include letters to the owner, window decals and in-person guidance.
- There will be a \$100 fee after first warning, fourth warning will tow vehicle or equipment to The City of Socorro Police impound. \$40 per day plus a tow truck fee (not to exceed \$300) will be charged to the owner of vehicle or equipment.

**STATEMENT OF THE ISSUE**

Same as above

**FINANCIAL IMPACT**

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

**Funding Source:** General Fund

**Amount:**

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

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

**ALTERNATIVE**

N/A

**STAFF RECOMMENDATION**

N/A

**REQUIRED AUTHORIZATION**

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

## TRANSPORTATION CODE

## TITLE 7. VEHICLES AND TRAFFIC

## SUBTITLE H. PARKING, TOWING, AND STORAGE OF VEHICLES

## CHAPTER 683. ABANDONED MOTOR VEHICLES

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 683.001. DEFINITIONS. In this chapter:

- (1) "Department" means the Texas Department of Motor Vehicles.
- (2) "Garagekeeper" means an owner or operator of a storage facility.
- (3) "Law enforcement agency" means:
  - (A) the Department of Public Safety;
  - (B) the police department of a municipality;
  - (C) the police department of an institution of higher education; or
  - (D) a sheriff or a constable.
- (4) "Motor vehicle" means a vehicle that is subject to registration under Chapter 501.
- (5) "Motor vehicle demolisher" means a person in the business of:
  - (A) converting motor vehicles into processed scrap or scrap metal; or
  - (B) wrecking or dismantling motor vehicles.
- (6) "Outboard motor" means an outboard motor subject to registration under Chapter 31, Parks and Wildlife Code.
- (7) "Storage facility" includes a garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.
- (8) "Watercraft" means a vessel subject to registration under Chapter 31, Parks and Wildlife Code.
- (9) "Abandoned nuisance vehicle" means a motor vehicle that is at least 10 years old and is of a condition only to be junked, crushed, or dismantled.
- (10) "Vehicle storage facility" means a vehicle storage facility, as defined by Section 2303.002, Occupations Code, that is operated by a person who holds a license issued under Chapter 2303 of that code to operate that vehicle storage facility.
- (11) "Aircraft" has the meaning assigned by Section 24.001.



Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 1034, Sec. 14, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2R.01, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 3, eff. September 1, 2011.

Sec. 683.002. ABANDONED MOTOR VEHICLE. (a) For the purposes of this chapter, a motor vehicle is abandoned if the motor vehicle:

(1) is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;

(2) has remained illegally on public property for more than 48 hours;

(3) has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;

(4) has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;

(5) has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation or a controlled access highway; or

(6) is considered an abandoned motor vehicle under Section 644.153(r).

(b) In this section, "controlled access highway" has the meaning assigned by Section 541.302.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.157(a), eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 359, Sec. 7, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1325, Sec. 16.06, eff. Sept. 1, 2003.

Sec. 683.003. CONFLICT OF LAWS; EFFECT ON OTHER LAWS. (a) Sections 683.051-683.055 may not be read as conflicting with Sections 683.074-683.078.

(b) This chapter does not affect a law authorizing the immediate removal of a vehicle left on public property that is an obstruction to traffic.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

## SUBCHAPTER B. ABANDONED MOTOR VEHICLES: SEIZURE AND AUCTION

## Sec. 683.011. AUTHORITY TO TAKE ABANDONED MOTOR VEHICLE INTO CUSTODY.

(a) A law enforcement agency may take into custody an abandoned motor vehicle, aircraft, watercraft, or outboard motor found on public or private property.

(b) A law enforcement agency may use agency personnel, equipment, and facilities or contract for other personnel, equipment, and facilities to remove, preserve, store, send notice regarding, and dispose of an abandoned motor vehicle, aircraft, watercraft, or outboard motor taken into custody by the agency under this subchapter.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 737 (H.B. 2630), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 4, eff. September 1, 2011.

## Sec. 683.012. TAKING ABANDONED MOTOR VEHICLE INTO CUSTODY: NOTICE.

(a) A law enforcement agency shall send notice of abandonment to:

(1) the last known registered owner of each motor vehicle, aircraft, watercraft, or outboard motor taken into custody by the agency or for which a report is received under Section 683.031; and

(2) each lienholder recorded:

(A) under Chapter 501 for the motor vehicle;

(B) with the Federal Aviation Administration or the secretary of state for the aircraft; or

(C) under Chapter 31, Parks and Wildlife Code, for the watercraft or outboard motor.

(a-1) A law enforcement agency that takes into custody an aircraft shall contact the Federal Aviation Administration in the manner described by Section 22.901 to attempt to identify the owner of the aircraft before sending the notice required by Subsection (a).

(b) The notice under Subsection (a) must:

(1) be sent by certified mail not later than the 10th day after the date the agency:

(A) takes the abandoned motor vehicle, aircraft, watercraft, or outboard motor into custody; or

(B) receives the report under Section 683.031;

(2) specify the year, make, model, and identification number of the item;

(3) give the location of the facility where the item is being held;

(4) inform the owner and lienholder of the right to claim the item not later than the 20th day after the date of the notice on payment of:

(A) towing, preservation, and storage charges; or

(B) garagekeeper's charges and fees under Section 683.032 and, if the vehicle is a commercial motor vehicle impounded under Section 644.153(q), the delinquent administrative penalty and costs; and

(5) state that failure of the owner or lienholder to claim the item during the period specified by Subdivision (4) is:

(A) a waiver by that person of all right, title, and interest in the item; and

(B) consent to the sale of the item at a public auction.

(c) Notice by publication in one newspaper of general circulation in the area where the motor vehicle, aircraft, watercraft, or outboard motor was abandoned is sufficient notice under this section if:

(1) the identity of the last registered owner cannot be determined;

(2) the registration has no address for the owner; or

(3) the determination with reasonable certainty of the identity and address of all lienholders is impossible.

(d) Notice by publication:

(1) must be published in the same period that is required by Subsection (b) for notice by certified mail and contain all of the information required by that subsection; and

(2) may contain a list of more than one abandoned motor vehicle, aircraft, watercraft, or outboard motor.

(e) A law enforcement agency is not required to send a notice, as otherwise required by Subsection (a), if the agency has received notice from a vehicle storage facility that an application has or will be submitted to the department for the disposal of the vehicle.

(f) In addition to the notice required under Subsection (a), if a law enforcement agency takes an abandoned motor vehicle into custody, the agency shall notify a person that files a theft report or similar report prepared by any law enforcement agency for the vehicle of that fact. The notice must be sent by regular mail on the next business day after the agency takes the vehicle into custody. The law enforcement agency shall

also provide the name and address of the person that filed the theft report or similar report to the vehicle storage facility or governmental vehicle storage facility that is storing the vehicle.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 359, Sec. 8, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1034, Sec. 15, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1325, Sec. 16.07, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1046 (H.B. 2094), Sec. 4.01, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 5, eff. September 1, 2011.

Sec. 683.013. STORAGE FEES. A law enforcement agency or the agent of a law enforcement agency that takes into custody an abandoned motor vehicle, aircraft, watercraft, or outboard motor is entitled to reasonable storage fees:

- (1) for not more than 10 days, beginning on the day the item is taken into custody and ending on the day the required notice is mailed; and
- (2) beginning on the day after the day the agency mails notice and ending on the day accrued charges are paid and the vehicle, aircraft, watercraft, or outboard motor is removed.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 6, eff. September 1, 2011.

Sec. 683.014. AUCTION OR USE OF ABANDONED ITEMS; WAIVER OF RIGHTS.

(a) If an abandoned motor vehicle, aircraft, watercraft, or outboard motor is not claimed under Section 683.012:

- (1) the owner or lienholder:
  - (A) waives all rights and interests in the item; and
  - (B) consents to the sale of the item by public auction or the transfer of the item, if a watercraft, as provided by Subsection (d); and
- (2) the law enforcement agency may sell the item at a public auction, transfer the item, if a watercraft, as provided by Subsection (d), or use the item as provided by Section 683.016.

(b) Proper notice of the auction shall be given. A garagekeeper who has a garagekeeper's lien shall be notified of the time and place of the

auction.

(c) The purchaser of a motor vehicle, aircraft, watercraft, or outboard motor:

(1) takes title free and clear of all liens and claims of ownership;

(2) shall receive a sales receipt from the law enforcement agency; and

(3) is entitled to register the motor vehicle, aircraft, watercraft, or outboard motor with and receive a certificate of title from the appropriate authority.

(d) On consent of the Parks and Wildlife Department, the law enforcement agency may transfer a watercraft that is not claimed under Section 683.012 to the Parks and Wildlife Department for use as part of an artificial reef under Chapter 89, Parks and Wildlife Code, or for other use by the Parks and Wildlife Department permitted under the Parks and Wildlife Code. On transfer of the watercraft, the Parks and Wildlife Department:

(1) takes title free and clear of all liens and claims of ownership; and

(2) is entitled to register the watercraft and receive a certificate of title.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 190 (H.B. 883), Sec. 2, eff. May 27, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 7, eff. September 1, 2011.

Sec. 683.015. AUCTION PROCEEDS. (a) A law enforcement agency is entitled to reimbursement from the proceeds of the sale of an abandoned motor vehicle, aircraft, watercraft, or outboard motor for:

(1) the cost of the auction;

(2) towing, preservation, and storage fees resulting from the taking into custody;

(3) the cost of notice or publication as required by Section 683.012; and

(4) any compensation made by the agency under Subsection (f) to property owners whose property was damaged as a result of a pursuit involving the motor vehicle.

(b) After deducting the reimbursement allowed under Subsection (a), the proceeds of the sale shall be held for 90 days for the owner or

lienholder of the vehicle.

(c) After the period provided by Subsection (b), proceeds unclaimed by the owner or lienholder shall be deposited in an account that may be used for the payment of auction, towing, preservation, storage, and notice and publication fees resulting from taking other vehicles, aircraft, watercraft, or outboard motors into custody if the proceeds from the sale of the other items are insufficient to meet those fees.

(d) A municipality or county may transfer funds in excess of \$1,000 from the account to the municipality's or county's general revenue account to be used by the law enforcement agency or, if the vehicle, aircraft, watercraft, or outboard motor was located in a county with a population of less than 150,000, by the attorney representing the state.

(e) If the vehicle is a commercial motor vehicle impounded under Section 644.153(q), the Department of Public Safety is entitled from the proceeds of the sale to an amount equal to the amount of the delinquent administrative penalty and costs.

(f) A law enforcement agency or an attorney representing the state may use funds transferred under Subsection (d) to compensate property owners whose property was damaged as a result of a pursuit involving a law enforcement agency or a federal law enforcement agency, regardless of whether the agency would be liable under Chapter 101, Civil Practice and Remedies Code.

(g) Before a law enforcement agency or an attorney representing the state may compensate a property owner under Subsection (f) using funds transferred to a county under Subsection (d), the sheriff, constable, or attorney representing the state must submit the proposed payment for compensation for consideration, and the commissioners court shall consider the proposed payment for compensation, at the next regularly scheduled meeting of the commissioners court.

(h) In this section, "attorney representing the state" means a district attorney, criminal district attorney, or county attorney performing the duties of a district attorney.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 359, Sec. 9, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1325, Sec. 16.08, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 304 (H.B. 453), Sec. 1, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 8, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1181 (H.B. 3422), Sec. 1, eff. June 17, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 675 (H.B. 1931), Sec. 1, eff. September 1, 2013.

Acts 2015, 84th Leg., R.S., Ch. 1022 (H.B. 1190), Sec. 1, eff. June 19, 2015.

Acts 2017, 85th Leg., R.S., Ch. 474 (H.B. 2306), Sec. 1, eff. September 1, 2017.

Sec. 683.016. LAW ENFORCEMENT AGENCY USE OF CERTAIN ABANDONED MOTOR VEHICLES. (a) The law enforcement agency that takes an abandoned motor vehicle into custody that is not claimed under Section 683.012 may:

(1) use the vehicle for agency purposes; or

(2) transfer the vehicle to any other municipal or county agency, a groundwater conservation district governed by Chapter 36, Water Code, or a school district for the use of that agency or district.

(b) The law enforcement agency shall auction the vehicle as provided by this subchapter if the law enforcement agency or the municipal or county agency, groundwater conservation district, or school district to which the vehicle was transferred under Subsection (a) discontinues use of the vehicle.

(c) This section does not apply to an abandoned vehicle on which there is a garagekeeper's lien.

(d) This section does not apply to a vehicle that is:

(1) taken into custody by a law enforcement agency located in a county with a population of 3.3 million or more; and

(2) removed to a privately owned storage facility.

(e) A law enforcement agency must comply with the notice requirements of Section 683.012 before the law enforcement agency may transfer a vehicle under Subsection (a) (2).

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 446 (H.B. 195), Sec. 2, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 941 (H.B. 3140), Sec. 2, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 178, eff. September 1, 2011.



## SUBCHAPTER C. VEHICLE ABANDONED IN STORAGE FACILITY

Sec. 683.031. GARAGEKEEPER'S DUTY: ABANDONED MOTOR VEHICLES. (a) A motor vehicle is abandoned if the vehicle is left in a storage facility operated for commercial purposes after the 10th day after the date on which:

(1) the garagekeeper gives notice by registered or certified mail, return receipt requested, to the last known registered owner of the vehicle and to each lienholder of record of the vehicle under Chapter 501 to remove the vehicle;

(2) a contract for the vehicle to remain on the premises of the facility expires; or

(3) the vehicle was left in the facility, if the vehicle was left by a person other than the registered owner or a person authorized to have possession of the vehicle under a contract of use, service, storage, or repair.

(b) If notice sent under Subsection (a)(1) is returned unclaimed by the post office, substituted notice is sufficient if published in one newspaper of general circulation in the area where the vehicle was left.

(c) The garagekeeper shall report the abandonment of the motor vehicle to a law enforcement agency with jurisdiction where the vehicle is located and shall pay a \$10 fee to be used by the law enforcement agency for the cost of the notice required by this subchapter or other cost incurred in disposing of the vehicle.

(d) The garagekeeper shall retain custody of an abandoned motor vehicle until the law enforcement agency takes the vehicle into custody under Section 683.034.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 737 (H.B. 2630), Sec. 2, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 216 (H.B. 864), Sec. 1, eff. September 1, 2007.

Sec. 683.032. GARAGEKEEPER'S FEES AND CHARGES. (a) A garagekeeper who acquires custody of a motor vehicle for a purpose other than repair is entitled to towing, preservation, and notification charges and reasonable storage fees, in addition to storage fees earned under a contract, for each day:

(1) not to exceed five days, until the notice described by Section 683.031(a) is mailed; and

(2) after notice is mailed, until the vehicle is removed and all accrued charges are paid.

(b) A garagekeeper who fails to report an abandoned motor vehicle to a law enforcement agency within seven days after the date it is abandoned may not claim reimbursement for storage of the vehicle.

(c) This subchapter does not impair any lien that a garagekeeper has on a vehicle except for the termination or limitation of claim for storage for the failure to report the vehicle to the law enforcement agency.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.158(a), eff. Sept. 1, 1997.

Sec. 683.033. UNAUTHORIZED STORAGE FEE; OFFENSE. (a) A person commits an offense if the person charges a storage fee for a period for which the fee is not authorized by Section 683.032.

(b) An offense under this subsection is a misdemeanor punishable by a fine of not less than \$200 or more than \$1,000.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 683.034. DISPOSAL OF VEHICLE ABANDONED IN STORAGE FACILITY. (a) A law enforcement agency shall take into custody an abandoned vehicle left in a storage facility that has not been claimed in the period provided by the notice under Section 683.012. In this section, a law enforcement agency has custody if the agency:

- (1) has physical custody of the vehicle;
- (2) has given notice to the storage facility that the law enforcement agency intends to dispose of the vehicle under this section; or
- (3) has received a report under Section 683.031(c) and the garagekeeper has met all of the requirements of that subsection.

(b) The law enforcement agency may use the vehicle as authorized by Section 683.016 or sell the vehicle at auction as provided by Section 683.014. If a vehicle is sold, the proceeds of the sale shall first be applied to a garagekeeper's charges for providing notice regarding the vehicle and for service, towing, impoundment, storage, and repair of the vehicle.

(c) As compensation for expenses incurred in taking the vehicle into custody and selling it, the law enforcement agency shall retain:

(1) two percent of the gross proceeds of the sale of the vehicle;  
or

(2) all the proceeds if the gross proceeds of the sale are less than \$10.

(d) Surplus proceeds shall be distributed as provided by Section 683.015.

(e) If the law enforcement agency does not take the vehicle into custody before the 31st day after the date the vehicle was reported abandoned under Section 683.031:

(1) the law enforcement agency may not take the vehicle into custody; and

(2) the storage facility may dispose of the vehicle under:

(A) Chapter 70, Property Code, except that notice under Section 683.012 satisfies the notice requirements of that chapter; or

(B) Chapter 2303, Occupations Code, if the storage facility is a vehicle storage facility.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.158(b), eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 1034, Sec. 16, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 737 (H.B. 2630), Sec. 3, eff. September 1, 2005.

#### SUBCHAPTER D. DEMOLITION OF MOTOR VEHICLES

Sec. 683.051. APPLICATION FOR AUTHORIZATION TO DISPOSE OF CERTAIN MOTOR VEHICLES. A person may apply to the department for authority:

(1) to sell, give away, or dispose of a motor vehicle to a motor vehicle demolisher for demolition, wrecking, or dismantling if:

(A) the person is the recorded owner or has been transferred ownership of the motor vehicle; or

(B) the vehicle is an abandoned motor vehicle and is:

(i) in the possession of the person; or

(ii) located on property owned by the person; or

(2) to dispose of a motor vehicle to a motor vehicle demolisher for demolition, wrecking, or dismantling if:

(A) the motor vehicle is in the possession of a lienholder under:

(i) Chapter 54, 59, or 70, Property Code; or

(ii) Chapter 2303, Occupations Code;

(B) the lienholder has complied with all notification requirements of the applicable chapter to foreclose on the lien; and

(C) the lienholder determines:

(i) the motor vehicle's only residual value is as a source of parts or scrap metal; or

(ii) it is not economical to dispose of the vehicle at a public sale.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 612, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1291 (H.B. 2305), Sec. 48, eff. March 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 1061 (H.B. 3131), Sec. 2, eff. September 1, 2017.

Sec. 683.052. CONTENTS OF APPLICATION; APPLICATION FEE. (a) An application under Section 683.051 must be made in a manner prescribed by the department and include:

(1) the name and address of the applicant;

(2) the year, make, model, body style, and vehicle identification number of the vehicle, if ascertainable;

(3) a certification by the applicant that the facts stated in the application are true and that the applicant:

(A) is the recorded owner or has been transferred ownership of the vehicle if the application is submitted under Section 683.051(1)(A); or

(B) is a lienholder listed in Section 683.051(2)(A) that has complied with all applicable notification requirements if the application is submitted under Section 683.051(2);

(4) any proof required by the department to verify compliance with notification requirements described by Section 683.051(2)(B); and

(5) the physical location of the motor vehicle.

(b) The department is not required to obtain an ownership document or any other verification of ownership in the name of an applicant under Section 683.051(1)(A) if the department is able to verify that the applicant is the recorded owner in the department's automated registration and titling system.

(c) The application must be accompanied by a fee of \$2, unless the application is made by a unit of government. Fees collected under this

subsection shall be deposited to the credit of the Texas Department of Motor Vehicles fund.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 67, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 1061 (H.B. 3131), Sec. 2, eff. September 1, 2017.

Sec. 683.053. DEPARTMENT TO PROVIDE NOTICE. (a) If an application is submitted to sell, give away, or dispose of an abandoned motor vehicle under Section 683.051(1)(B), the department shall:

(1) send notice to any owners and lienholders of the abandoned motor vehicle identified in the department's automated registration and titling system; or

(2) if the department has no record of owners or lienholders for the abandoned motor vehicle, publish notice of abandonment on the department's website.

(b) The notice required by Subsection (a) must include:

(1) the year, make, model, body style, and vehicle identification number of the motor vehicle;

(2) the physical location of the motor vehicle;

(3) a statement:

(A) that an application has been submitted to the department for authorization to dispose of the motor vehicle to a motor vehicle demolisher;

(B) informing the motor vehicle's owners or lienholders of the right to claim the motor vehicle not later than the 20th day after the date the notice is sent or published; and

(C) that failure to claim the motor vehicle and notify the department that the vehicle has been claimed before the 21st day after the date the notice is sent or published:

(i) waives a person's rights, title, and interest in the motor vehicle; and

(ii) is considered consent for the department to issue to the applicant a certificate of authority under Section 683.054 to dispose of the motor vehicle to a motor vehicle demolisher; and

(4) the date the notice was sent or published.

(c) The department is not required to send or publish notice for an application submitted for a motor vehicle described by Section 683.051(1) (A) or (2).

(d) Notice sent under Subsection (a)(1) must be sent by first class mail.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 1061 (H.B. 3131), Sec. 2, eff. September 1, 2017.

Sec. 683.054. CERTIFICATE OF AUTHORITY TO DISPOSE OF VEHICLE. (a) The department shall issue the applicant a certificate of authority to dispose of the vehicle to a motor vehicle demolisher for demolition, wrecking, or dismantling if the application submitted under Section 683.051:

- (1) is properly executed;
- (2) is accompanied by the required fee under Section 683.052; and
- (3) contains any proof of notification or ownership required by the department to enforce this subchapter.

(b) A motor vehicle demolisher shall accept the certificate of authority in lieu of a certificate of title for the vehicle.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 612, Sec. 2, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 1061 (H.B. 3131), Sec. 2, eff. September 1, 2017.

Sec. 683.055. RULES AND FORMS. The department may adopt rules and prescribe forms to implement Sections 683.051-683.054.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 683.056. DEMOLISHER'S DUTY. (a) A motor vehicle demolisher who acquires a motor vehicle for dismantling or demolishing shall obtain from the person delivering the vehicle:

- (1) the motor vehicle's certificate of title;
- (2) a sales receipt for the motor vehicle;
- (3) a transfer document for the vehicle as provided by Subchapter B or Subchapter E; or

(4) a certificate of authority for the disposal of the motor vehicle.

(b) A demolisher is not required to obtain a certificate of title for the vehicle in the demolisher's name.

(c) On the department's demand, the demolisher shall surrender for cancellation the certificate of title or certificate of authority.

(d) The department shall adopt rules and forms necessary to regulate the surrender of auction sales receipts and certificates of title.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 683.057. DEMOLISHER'S RECORDS; OFFENSE. (a) A motor vehicle demolisher shall keep a record of a motor vehicle that is acquired in the course of business.

(b) The record must contain:

(1) the name and address of the person from whom the vehicle was acquired; and

(2) the date of acquisition of the vehicle.

(c) The demolisher shall keep the record until the first anniversary of the date of acquisition of the vehicle.

(d) The record shall be open to inspection by the department or any law enforcement agency at any time during normal business hours.

(e) A motor vehicle demolisher commits an offense if the demolisher fails to keep a record as provided by this section.

(f) An offense under Subsection (e) is a misdemeanor punishable by:

(1) a fine of not less than \$100 or more than \$1,000;

(2) confinement in the county jail for a term of not less than 10 days or more than six months; or

(3) both the fine and confinement.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

#### SUBCHAPTER E. JUNKED VEHICLES: PUBLIC NUISANCE; ABATEMENT

Sec. 683.071. DEFINITION AND APPLICABILITY. (a) In this subchapter, "junked vehicle" means a vehicle that:

(1) is self-propelled; and

(2) is:

(A) wrecked, dismantled or partially dismantled, or discarded; or

(B) inoperable and has remained inoperable for more than:



- (i) 72 consecutive hours, if the vehicle is on public property; or
- (ii) 30 consecutive days, if the vehicle is on private property.

(b) For purposes of this subchapter, "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This subchapter applies only to:

- (1) a motor vehicle that displays an expired license plate or does not display a license plate;
- (2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (3) a watercraft that:
  - (A) does not have lawfully on board an unexpired certificate of number; and
  - (B) is not a watercraft described by Section 31.055, Parks and Wildlife Code.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 746, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 798, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 500 (S.B. 350), Sec. 1, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 9, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 753 (H.B. 1376), Sec. 1, eff. September 1, 2011.

Reenacted and amended by Acts 2013, 83rd Leg., R.S., Ch. 1291 (H.B. 2305), Sec. 49, eff. March 1, 2015.

Sec. 683.0711. MUNICIPAL REQUIREMENTS. An ordinance adopted by a governing body of a municipality may provide for a more inclusive definition of a junked vehicle subject to regulation under this subchapter.

Added by Acts 2003, 78th Leg., ch. 1073, Sec. 1, eff. Sept. 1, 2003.

Sec. 683.072. JUNKED VEHICLE DECLARED TO BE PUBLIC NUISANCE. A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way:

- (1) is detrimental to the safety and welfare of the public;

- (2) tends to reduce the value of private property;
- (3) invites vandalism;
- (4) creates a fire hazard;
- (5) is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) produces urban blight adverse to the maintenance and continuing development of municipalities; and
- (7) is a public nuisance.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 1073, Sec. 2.

Sec. 683.073. OFFENSE. (a) A person commits an offense if the person maintains a public nuisance described by Section 683.072.

(b) An offense under this section is a misdemeanor punishable by a fine not to exceed \$200.

(c) The court shall order abatement and removal of the nuisance on conviction.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 683.074. AUTHORITY TO ABATE NUISANCE; PROCEDURES. (a) A municipality or county may adopt procedures that conform to this subchapter for the abatement and removal from private or public property or a public right-of-way of a junked vehicle or part of a junked vehicle as a public nuisance.

(b) The procedures must:

(1) prohibit a vehicle from being reconstructed or made operable after removal;

(2) require a public hearing on request of a person who receives notice as provided by Section 683.075 if the request is made not later than the date by which the nuisance must be abated and removed; and

(3) require that notice identifying the vehicle or part of the vehicle be given to the department not later than the fifth day after the date of removal.

(c) An appropriate court of the municipality or county may issue necessary orders to enforce the procedures.

(d) Procedures for abatement and removal of a public nuisance must be administered by regularly salaried, full-time employees of the municipality or county, except that any authorized person may remove the nuisance.

(e) A person authorized to administer the procedures may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

(f) On receipt of notice of removal of a motor vehicle under Subsection (b)(3), the department shall immediately cancel the certificate of title issued for the vehicle.

(g) The procedures may provide that the relocation of a junked vehicle that is a public nuisance to another location in the same municipality or county after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

(h) On receipt of notice of removal of a watercraft under Subsection (b)(3), the department shall notify the Parks and Wildlife Department of the removal. On receipt of the notice from the department, the Parks and Wildlife Department shall immediately cancel the certificate of title issued for the watercraft.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1226, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 500 (S.B. 350), Sec. 2, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 10, eff. September 1, 2011.

Sec. 683.075. NOTICE. (a) The procedures for the abatement and removal of a public nuisance under this subchapter must provide not less than 10 days' notice of the nature of the nuisance. The notice must be personally delivered, sent by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service to:

- (1) the last known registered owner of the nuisance;
- (2) each lienholder of record of the nuisance; and
- (3) the owner or occupant of:
  - (A) the property on which the nuisance is located; or
  - (B) if the nuisance is located on a public right-of-way, the

property adjacent to the right-of-way.

(b) The notice must state that:

- (1) the nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or

mailed; and

(2) any request for a hearing must be made before that 10-day period expires.

(c) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.

(d) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 413, Sec. 13, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 369 (S.B. 351), Sec. 1, eff. June 15, 2007.

Sec. 683.076. HEARING. (a) The governing body of the municipality or county or a board, commission, or official designated by the governing body shall conduct hearings under the procedures adopted under this subchapter.

(b) If a hearing is requested by a person for whom notice is required under Section 683.075(a)(3), the hearing shall be held not earlier than the 11th day after the date of the service of notice.

(c) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(d) If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance must include:

(1) for a motor vehicle, the vehicle's:

- (A) description;
- (B) vehicle identification number; and
- (C) license plate number;

(2) for an aircraft, the aircraft's:

- (A) description; and
- (B) federal aircraft identification number as described by

Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and

(3) for a watercraft, the watercraft's:

- (A) description; and
- (B) identification number as set forth in the watercraft's certificate of number.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 720 (H.B. 787), Sec. 11, eff.  
September 1, 2011.

Sec. 683.0765. ALTERNATIVE PROCEDURE FOR ADMINISTRATIVE HEARING. A municipality by ordinance may provide for an administrative adjudication process under which an administrative penalty may be imposed for the enforcement of an ordinance adopted under this subchapter. If a municipality provides for an administrative adjudication process under this section, the municipality shall use the procedure described by Section 54.044, Local Government Code.

Added by Acts 2001, 77th Leg., ch. 413, Sec. 14, eff. Sept. 1, 2001.

Sec. 683.077. INAPPLICABILITY OF SUBCHAPTER. (a) Procedures adopted under Section 683.074 or 683.0765 may not apply to a vehicle or vehicle part:

- (1) that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
- (2) that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:

- (A) maintained in an orderly manner;
- (B) not a health hazard; and
- (C) screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

(b) In this section:

- (1) "Antique vehicle" means a passenger car or truck that is at least 25 years old.
- (2) "Motor vehicle collector" means a person who:
  - (A) owns one or more antique or special interest vehicles;and
  - (B) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

(3) "Special interest vehicle" means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 413, Sec. 15, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1431, Sec. 1, eff. Sept. 1, 2001.

Sec. 683.078. JUNKED VEHICLE DISPOSAL. (a) A junked vehicle, including a part of a junked vehicle, may be removed to a scrapyard, a motor vehicle demolisher, or a suitable site operated by a municipality or county.

(b) A municipality or county may operate a disposal site if its governing body determines that commercial disposition of junked vehicles is not available or is inadequate. A municipality or county may:

- (1) finally dispose of a junked vehicle or vehicle part; or
- (2) transfer it to another disposal site if the disposal is scrap or salvage only.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

**Guillermo Gandara Sr.**  
Mayor

**Guillermo Madrid**  
At Large

**Luis Varela**  
District 1



**Gloria Macias Rodriguez**  
District 2

**Mary B. Garcia**  
District 3

**Jesus Gandara Jr.**  
District 4 / Mayor ProTem

**AMENDMENT NO. 3**  
**ORDINANCE NO. 76 AMENDMENT NO. 1A**

***AN ORDINANCE OF THE CITY OF SOCORRO, TEXAS AMENDING ORDINANCE NO. 76, AMENDMENT 1A, RELATED TO MOTOR VEHICLE PARKING REGULATIONS AND SUPPLEMENTARY DISTRICT REGULATIONS WITHIN THE CITY LIMITS OF THE CITY OF SOCORRO, TEXAS.***

***WHEREAS***, public convenience and necessity and development within the City of Socorro, Texas requires an amendment to the City's Land Use Regulations;

***WHEREAS***, an amendment to the City's Land Use Regulations related to motor vehicle parking regulations and supplementary district regulations has been proposed, and a public hearing conducted thereon before the Planning and Zoning Commission of the City of Socorro, Texas on March 2, 2010;

***WHEREAS***, the Planning and Zoning Commission of the City of Socorro, Texas has recommended amendment of the Planning and Zoning Regulations of the City of Socorro, Texas and the City Council has elected to adopt the said recommendations.

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

***SECTION 9, OF ORDINANCE 76, AMENDMENT 1A, RELATED TO MOTOR VEHICLE PARKING REGULATIONS AND SUPPLEMENTARY DISTRICT REGULATIONS BE AND SAME IS HEREBY AMENDED AS FOLLOWS:***

***SECTION 1. THAT SECTION 9 OF CITY OF SOCORRO ORDINANCE NUMBER 76 AMENDMENT 1A RELATED TO THE MOTOR VEHICLE PARKING REGULATIONS AND SUPPLEMENTARY DISTRICT REGULATIONS WITHIN THE CITY LIMITS OF THE CITY OF SOCORRO, TEXAS IS REPEALED AND IS TO BE REPLACED BY THE REVISED REGULATIONS CONTAINED HEREIN.***

**SECTION 2. THAT SECTION 9 OF CITY OF SOCORRO ORDINANCE NUMBER 76 AMENDMENT 1A RELATED TO THE MOTOR VEHICLE PARKING REGULATIONS AND SUPPLEMENTARY DISTRICT REGULATIONS WITHIN THE CITY LIMITS OF THE CITY OF SOCORRO, TEXAS BE AND SAME IS HEREBY AMENDED TO READ AS FOLLOWS:**

**SECTION 9**

**SUPPLEMENTARY DISTRICT REGULATIONS/MOTOR VEHICLE PARKING REGULATIONS**

**9.1 General Restrictions.** The following restrictions shall apply in all zoning districts provided for in this ordinance:

- A. Visibility at Intersections:** On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as materially to impede vision between a height of two and one-half (2 ½) and ten (10) feet above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner lots and line joining points along said street lines fifty (50) feet from the point of the intersection;
- B. Fences, Walls, and Hedges:**
- (a) Notwithstanding other provisions of this ordinance, fences, walls, and hedges may be permitted in any required yard, provided that no fence, wall, or hedge shall be over two and one-half (2-1/2) feet above the street curb level within the clear sight triangle (see definitions).
  - (b) The height of the wall or fence shall be determined by measuring the distance from the nearest adjacent ground to the tallest portion of the fence or wall.
  - (c) An eight-foot maximum height shall be permitted on any side or rear lot provided that such a wall or fence is in accordance with this ordinance.
  - (d) A wall retaining four feet or more of soil must be designed and stamped by a professional engineer, registered in the state of Texas.
  - (e) No wall or fence shall be permitted in the city Right of Way.
  - (f) A lot that contains a swimming pool greater shall be enclosed by a wall or fence of at least five (5) feet in height.
  - (g) Exceptions: The height regulation on walls and fences in residential districts shall not apply to tennis courts or any other uses that the planning director deems appropriate.
- C. ACCESSORY BUILDING:** All accessory buildings must comply with the street right of way and side lot boundary setbacks, but (subject to the remaining provisions of this ordinance) shall be required to observe a ten-foot setback from rear lot boundary lines.
- D. ERECTION OF MORE THAN ONE PRINCIPAL STRUCTURE ON A LOT:** No more than one principal structure housing a permitted or permissible use may be erected on a single lot.



Land must be subdivided and the platting procedure and other procedures, including rezoning, must be followed if an owner wishes to be permitted to construct more than one principal structure on a lot.

- E. EXCEPTIONS TO HEIGHT REGULATIONS:** The height restrictions contained in Section 8 of this ordinance do not apply to ordinary and necessary spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy;
- F. STRUCTURES TO HAVE ACCESS:** Every building hereafter erected or moved shall be on a lot with at least 40 feet frontage on, and with vehicular access, to a public street; and all structures shall be so located on lots as to provide safe and convenient vehicular access for servicing, fire protection, and required off street parking.
- G. PARKING, STORAGE, OR, USE OF MAJOR RECREATINAL EQUIPMENT:** No major recreational equipment shall be parked or stored on any lot in a residential district except in a carport or enclosed building or behind the nearest portion of a building to a street, provided however that such equipment may be parked anywhere on residential premises not to exceed 72 hours. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use;
- H. Parking and Storage of Certain Vehicles:** Automotive vehicles or trailers of any kind or type without current license plates or in inoperable condition shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings.
- I. Pre-existing Wrecking or Junk Yards:** Any wrecking or junk yard including those existing prior to this ordinance shall have constructed a complete surrounding solid wall or fence at least Eight (8) feet high, which shall screen from public view the entire wrecking or junk yard premises. Wire or chain link fences are ineffective at concealing these yards and therefore are prohibited.
- J. PRE-EXISTING MOBILE HOMES:** Any mobile home permanently placed, and no matter what size, shall be skirted, regardless of whether it is a mobile home placed prior to or after the adoption of this ordinance.

**9.2 Off-Street Parking Requirements.** The following minimum number of off-street parking spaces is required for the following uses in all districts:

**A. Dwellings**

Single-family dwelling unit: 2 spaces per dwelling;

Two-family dwelling unit: 2 spaces per dwelling;

Multiple-family dwelling unit 1.5 spaces per dwelling;

Rooming houses: 1 space per living unit;

Boarding houses: 1 space per living unit.

**B. Public and semi-public educational and institutional uses:**

1. Elementary and junior high schools: 1 space for each classroom, workshop, laboratory, or office plus 1 space per 200 square foot of auditorium, gymnasium, and cafeteria;
2. Senior high school: 4 spaces for each classroom, workshop, laboratory, or office plus 1 space per 200 square foot of auditorium, gymnasium, and cafeteria.

**C. Municipal neighborhood, community buildings:** 1 space per 250 square feet of net leasable area.

**D. Libraries or museums:** 1 space per 250 square feet of net leasable area.

**E. Churches:** 1 space for four seats.

**F. Auditoriums:** 1 space per 100 square feet of net leasable area.

**G. Day care facilities:** 2 spaces plus 1 additional space for each 10 children.

**H. Public buildings** other than elementary and high schools: 1 space per 250 square feet of net leasable area.

**I. Recreational and entertainment:**

1. Theater: 1 space per 3 seats;
2. Bowling alley: 5 spaces per lane;
3. Parks, athletic fields, tennis and pool facilities, golf courses, etc.: As determined by the Planning and Zoning Commission.
4. Enclosed recreational buildings, specialized facilities, and related uses: As determined by the Planning Zoning Commission.

**J. Gymnasiums, stadiums, field houses, grandstands, and related facilities:** 1 each per 4 seats or spectator spaces.

**K. Medical offices:** 1 space per 200 square feet of net leasable area.

**L. Nursing homes, sanitariums, convalescent homes, institutions for care of aged, children, etc.:** 1 space per each 2 beds.

**M. Hospital, medical center, other treatment facility:** 1 space per each 2 beds, plus the number required, based on square feet measurements for office, clinic, testing, research, administrative, teaching, and similar activities associated with the principal use, at 1 space per each 350 square feet of net leasable area except for teaching facilities which shall be 1 per each 4 seats.

**N. Uses for general public** gatherings for uses involving public assembly of groups of people for whatever reason: 1 per each 4 seats, based on total capacity.

**O. Commercial uses – general:**

1	Art galleries	19	General merchandise and appliance stores
2	Automobile service station and Garage for minor repair	20	Hardware store
3	Barber shops	21	Paint and wallpaper stores
4	Beauty shops	22	Opticians or optometrists
5	Business machine sales and Service	23	Interior decorators
6	Currency exchanges	24	Restaurants
7	Carpet stores	25	Liquor stores
8	Private clubs	26	Radio and television service and repair shops
9	Drug stores	27	Post offices
10	Food stores	28	Sporting good stores
11	Dry cleaning establishments	29	Bicycle sales and repair
12	Garden supply and nursery	30	Blueprinting and photocopying
13	Florist shops	31	Physical culture and health salons
14	Furniture stores	32	General repair shops; e.g., electrical
15	Fraternal organizations	33	Private schools of instruction; e.g., music, karate
16	Funeral parlors	34	Transportation terminals;
17	Gift shops		
18	Other specific merchandise stores; e.g., draperies, fire-places, glass, greeting cards, jewelry		

1 per each 200 square foot of net leasable area.

**P. Commercial uses – specific requirements:**

1. Office uses: 1 per 350 square feet of net leasable area;
2. Home occupation: 1 per 200 square feet of area used for home occupation purposes;
3. Neighborhood groceries and Laundromats: 1 space per 400 square feet or net leasable area;
4. Hotel and motel: 1 space per rental unit;
5. Auto sales, new and used: 1 space per 200 square feet of building area including repair shop minus area used for displaying cars;

6. Eating and drinking establishments: 1 space per 50 square feet of serving area;
7. Drive-in eating and drinking establishments: 1 space per 30 square feet with a 10 space minimum;
8. Drive-in banks: 1 per 350 square feet of net leasable area plus 1 space per 30 square feet of drive-in teller space, plus customer drive-in spaces as determined by the Planning and Zoning Commission;
9. Shopping centers: 5 spaces per 1,000 square feet of net leasable area;

**Q. Industrial uses:**

1. Specific warehouse and distribution: 1 space per 500 square feet of net lease-able area;
2. Auto and junk yards: 1 per 1,700 square feet of land and building area;
3. Mini warehouses: 1 per 10 storage areas;
4. Other industrial uses and industrial parks: As determined by the Planning and Zoning Committee

**9.3 Loading and Unloading Requirements.** The following minimum loading and unloading requirements shall be complied with in all districts:

- A. Loading areas shall be paved in conformance with paving requirements specified in off-street parking standards;
- B. All permitted or permissible uses requiring loading space for normal operations shall provide adequate loading space so that no vehicle being loaded or unloaded in connection with normal operation shall stand in or project into any public street, walk, alleyway, required front yard, or common ingress-egress easement;
- C. Adequate off-street loading facilities shall be separated and not considered to be a part of required off-street parking facilities;

## 9.4 Parking Spaces.

- A. Handicapped Parking.** The minimum number of designated parking spaces are as follows:

Total Spaces in Parking Lot	Minimum Designated Parking Spaces
0 - 14	0
15 - 25	1
26 - 35	2
36 - 50	3
51 - 100	4
101 - 300	8
301 - 500	12
501 - 800	16
801 - 1000	20
More than 1000	20 + 3 for each Additional 1000

The designated parking spaces shall be located so as to provide the most convenient access to entry ways or to the nearest curb cut.

**B. Oversize Commercial Vehicle Parking Regulations:**

For purposes of this section the following terms shall have the following meanings:

Oversize commercial vehicle.

- (1) Any vehicle designed for the transport of more than fifteen passengers, including the driver; or
- (2) Semi tractor trucks are defined as commercial vehicles designed for commercial hauling of trailers on roads and highways. Semi tractors may have a maximum length -- axle to axle -- of twenty-six feet (26'); a maximum width of 8 feet 6 inches (8'6") and a maximum height of 13 feet 6 inches (13' 6").
- (3) Any other commercial motor vehicle bearing commercial license; or
- (4) Any vehicle similar to any of the listed vehicles.

Oversize vehicle. Does not include farm or agricultural use trailer.

**C. Semi Tractor Parking in Residential Areas:**

Semi tractor parking may be permitted in residential and agricultural zones, subject to the following requirements:

- a. In R-1, R-2, R-E, and A-1 subdivisions on lots no smaller than one-half (½) acre.
- b. Parking in these zones may be permitted only if the occupant first obtains a permit from the Planning Director of the City of Socorro. Said permit must be issued pursuant to application prescribed by the Planning Director and renewed annually. No permit may be issued or renewed until the location is inspected and approved for compliance with these regulations and an inspection report is filed with the Planning Director.
- c. Semi Tractor access on the permitted lot shall only be permitted on an approved driveway consisting of at least four (4") inches of 3,000 pounds per square inch, steel reinforced, concrete, which shall be located from the street to the property boundary entrance, and be adequate to prevent damage to the street surface.
- d. No maintenance or repairs of the Semi Tractor will be permitted on the premises.
- e. Semi Tractors are not permitted to have ignition on for more than five (5) minutes during the hours of eight (8) pm through seven-thirty (7:30) am.
- f. One Tractor per one-half (1/2) acre is allowed. A maximum of two Tractors per lot may be permitted.

**D. Parking of Semi Tractors, Semi Tractors and Trailers or Commercial Trailers designed to be towed by Semi Tractors within the City of Socorro shall be prohibited in all residential and agricultural zones, except in compliance with these regulations and in all commercial and industrial zones except for the following:**

- a. A vehicle that is operated by and carries some external identification of a business located on such property or served by such parking lot. It shall be a defense to prosecution under this section that such vehicle, truck, truck tractor, trailer rig, trailer or bus was involved in a delivery from such vehicle, truck, truck tractor, trailer rig, trailer or bus to a business located upon such property or served by such parking lot.
- b. Parking shall be permitted in C-1 and C-2 zones only for the following purposes:

- i. For pickup and delivery at loading docks and loading dock approaches.
  - ii. At commercial driver training schools that are properly licensed and zoned.
  - iii. At commercial truck stops.
  - iv. At commercial truck terminals.
- c. Parking of commercial trucks and semi tractors will be permitted in designated parking spaces on property in M-1 and M-2 zones.

**9.5 Signs.** The following restrictions with regard to all signs shall be followed in all districts:

- A. Any sign shall pertain only to a business, industry, or pursuit lawfully conducted on or within the premises on which such sign is erected or maintained;
- B. No sign shall be erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape; no sign of any kind shall be attached to a standpipe or fire escape;
- C. No sign shall be erected at the intersection of any streets in a manner which obstructs free and clear vision; or any location where by reason of position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device; or which make use of the words "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such manner as to interfere with, mislead, or confuse traffic;
- D. It is unlawful for any person to display on any sign or other advertising structure any obscene, vulgar, sexually explicit, indecent, or immoral matter;
- E. Except for electrically activated gas tubing, sign illumination shall be either indirect with the source of light concealed from direct view or shall be through translucent light diffusing materials. There shall be no exposed electrical conduits;
- F. No sign shall flash, blink, vary in intensity, revolve, or otherwise appear to be in motion;
- G. No sign shall have movable parts except that those signs or marquees having design and construction features for changing of legend or inscription may be approved;
- H. No sign shall be erected or maintained on or over public property; except for wall signs projecting over a front property line where the building wall is less than one (1) foot from the property line; providing such sign shall not impede or endanger pedestrian or vehicular traffic;

- I. No sign shall be placed or constructed unless a building and zoning permit shall have been erected;
- J. Any sign now or hereafter existing which no longer advertise a bonafide business conducted or a product or a product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, lot or structure upon which such sign may be found;
- K. Whenever a sign is removed from a building or structure, the building or structure shall be cleaned, painted or otherwise altered and all sign supports, brackets, mounts, utilities or other connecting devices shall be removed so that there is no visible trace of the removed sign or the supports, brackets, mounts, utilities or other connecting devices. Upon failure to comply with the provisions of this section, the city zoning administrator's office is authorized to cause removal of such sign, and any expense incident thereto shall be paid by the owner of the premises;
- L. Any directional informational sign or historic marker shall not exceed four (4) square feet;
- M. Portable signs are prohibited in public right-of-ways on account of their danger to public safety. Such signs placed in public ways hinder traffic and interfere with driver concentration;
- N. For building and wall-mounted signs, the sign bracing shall be below parapet walls or screened;
- O. The area of a canopy sign shall be counted as a part of the total allowable sign area;
- P. The sign support structure for free-standing signs shall not exceed 50 percent of the allowable sign surface area for one sign;
- Q. All sign bracing for roof signs shall be behind or below the parapet walls or screened and a roof sign shall not extend above the height limit established for the zoning district in which the sign is located;
- R. Wall-mounted signs shall not project more than one (1) foot from the wall on which it is displayed and shall not exceed 20 percent of the area of the wall on which it is displayed and shall not exceed eighty (80) square feet in sign area, even if the district permits a larger total sign area;
- S. Clocks and thermometers, when constructed within or as a part of a sign or when displayed as a separate sign, shall, in addition to other provisions, not exceed forty (40) inches in either vertical or horizontal dimension and shall keep accurate time, and all thermometer signs shall accurately record the temperature. If not, the instruments shall be promptly repaired or removed;



- T. One sign for temporary advertising during the active stages of construction or development of a building or structure is permitted and such sign shall not exceed twenty (20) square feet;
- U. Applications for permits for new signs shall contain:
  - 1. The signature of the applicant;
  - 2. The name and address of the sign owner and sign erector;
  - 3. Three scaled line drawings showing the design and dimensions of the sign and standard sign structure;
  - 4. Three scaled lined drawings of the site plan or building façade indicating the proposed location of the sign, and all other existing signs maintained on the premises and regulated by this ordinance;
- V. In RE, R-1, R-2, R-3 and UM Districts, no sign intended to be read from off the premises shall be permitted except there may be:
  - 1. Not more than two (2) identification signs, with combined surface area not exceeding thirty-two (32) square feet;
  - 2. No such sign shall exceed twelve (12) feet in height;
- W. In C-1, C-2, M-1, M-2 and SU-1 Districts, no sign intended to be read from off the premises shall be permitted except there may be:
  - 1. For one business establishment on the premises, not more than three (3) signs, any one of which shall not exceed eighty (80) square feet and all three (3) of which shall not exceed one hundred fifty (150) square feet;
  - 2. For two business establishments on the premises, not more than four (4) signs total, any one of which shall not exceed eighty (80) square feet in area and all of which for any one business establishment shall not exceed eighty (80) square feet;
  - 3. For three or more business establishments on the premises, one (1) sign with one (1) square foot of surface area for each one lineal foot of lot frontage on a public street, for the purpose of general identification of the entire premises, in any event not exceed one hundred fifty (150) square feet. In addition, one (1) sign with one (1) square foot of surface area for each one lineal foot of building frontage not to exceed eighty (80) square feet per business establishment;
  - 4. No permitted sign shall exceed twenty-five (25) feet in height.
- X. Any sign or advertisement structure lawfully existing on the effective date of this ordinance but which does not conform to this ordinance may be required to be removed by the City. The City Council may, after notice to the owner or occupant of the premises on which the sign is located, declare that such sign or advertising structure be removed in the public interest. The City Clerk shall then contact two sign companies in the area for a written appraisal of the value of the sign or advertising structure and payment by the City of the higher appraised value to the owner thereof or to the occupant of the premises on which the sign or advertising structure is located.

**SECTION 3. EFFECTIVE DATE.**


This Ordinance shall be in full force and effect from the date of adoption.

**SECTION 4. REMAINING SECTIONS OF ORDINANCE 76 AMENDMENT 1A UNCHANGED.**

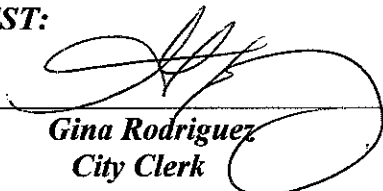
The City of Socorro, Texas Ordinance 76, Amendment 1A, along with previous amendments to said Ordinance, will remain in full force and effect according to its terms except as specifically amended herein.

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

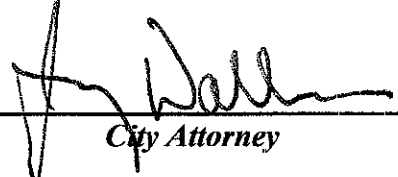
*This 5<sup>TH</sup> day of October, 2010.*

  
***Guillermo Gandara Sr.***  
***Mayor***

***ATTEST:***

  
***Gina Rodriguez***  
***City Clerk***

***APPROVED AS TO FORM:***

  
***City Attorney***

***First Reading: 09/28/10***  
***Second Reading: 10/05/10***

## **Parking and storage of Inoperable/abandoned vehicles**

- No vehicles or equipment shall be parked on the city's right of way for longer than one week, without being operated.
- Abandoned, inoperable vehicles shall not be allowed in Driveways, Front yards, or multi dwelling units parking lots, for longer than 15 days.
- Inoperable vehicle storage on the premises is prohibited, any vehicles and/or equipment stored on the premises shall be screened from the public view.
- Inoperable vehicle means any motor vehicle, motor home, boat, or trailer which cannot be operated or towed lawfully on a Texas public street or highway, due to removal of, damaged to, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield or any other part necessary for such movement or lawful operation, or in the case of motor vehicles, cannot be moved under it's own power.
- City of Socorro reserves the right to remove any vehicle or equipment without owner's consent, after 3 warnings have been made to correct the issue., warnings might include letters to the owner, window decals and in-person guidance.
- There will be a \$100 fee after first warning, Fourth warning will tow vehicle or equipment to The City of Socorro Police impound. \$40 per day plus a tow truck fee (not to exceed \$300) will be charged to the owner of vehicle or equipment.

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: February 9, 2021**

**TO: Mayor and Council Members**

**FROM: District 2 Representative, Ralph Duran**

**SUBJECT: Discussion and action to direct staff to create an open-door policy for staff to be able to have direct access to council.**

**SUMMARY**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**APPROVE**  
**NOT APPROVE**

**STAFF RECOMMENDATION**

**Ivy Avalos**  
Mayor

**Ruben Reyes**  
At Large

**Cesar Nevarez**  
District 1 / Mayor Pro-Tem



**Ralph Duran**  
District 2

**Victor Perez**  
District 3

**Yvonne Colon-Villalobos**  
District 4

**Adriana Rodarte**  
City Manager

**DATE: February 9, 2021**

**TO: Mayor and Council Members**

**FROM: District 2 Representative, Ralph Duran**

**SUBJECT: *Discussion and action*** to add a new location for Elite Ambulance Service to the west side of city limits preferably in the Police Headquarters or Chayo Apodaca Center on Moon Road

**SUMMARY**

**BACKGROUND**

**STATEMENT OF THE ISSUE**

**FINANCIAL IMPACT**

**ALTERNATIVE**

**APPROVE**  
**NOT APPROVE**

**STAFF RECOMMENDATION**

*Ivy Avalos*  
Mayor

*Ruben Reyes*  
Representative  
At Large

*Cesar Nevarez*  
District 1  
Mayor Pro-Tem



*Ralph Duran*  
District 2

*Victor Perez*  
District 3

*Yvonne Colon-Villalobos*  
District 4

*Adriana Rodarte*  
City Manager

**DATE: 01/25/2021**

**TO: Mayor & Council**

**FROM: Yvonne Colon-Villalobos**

**SUBJECT: Discussion and action to instruct City Manager and or her designated assistant to create an Online/Email Employment Picture Roster (to include all Board appointed members) that is shared with Council/Board Members and the entire staff, only.**

**SUMMARY:** As Council member for the last 4 years and now starting my 2<sup>nd</sup> term, I have come to realize that I/We many times do not know by face and or by name all the bodies that make it possible for our great city to operate daily year after year. It is proven that a picture roster can aide managers, supervisors, employees, Council and Board members quickly recognize a staff member should the need arise or just simply for someone like me a Council Member being able to acknowledge our staff by name as a friendly greeting is exchanged, I'm sure this could boost the moral for all.

### **BACKGROUND**

**STATEMENT OF THE ISSUE:** The Roster would not only include Picture of employee, but position and date hired and or years of service.

### **FINANCIAL IMPACT**

### **ALTERNATIVE IF NOT APPROVE:**

### **STAFF RECOMMENDATION**