

Renard U. Johnson
Mayor

Dionne Mack
City Manager



CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

November 04, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 832-249-656#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on November 4, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>
Via television on City15,
YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt, please enter Conference ID: 832-249-656#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

9:00 A.M. PLEDGE OF ALLEGIANCE

Loretto Academy at the Invitation of City Representative Lily Limón

Frida Vanderpool

MAYOR'S PROCLAMATIONS

Texas Space Coalition - Space Day El Paso!

Radford School's 115th Anniversary

The Veterans Affairs Advisory Committee - 10th Anniversary

Epilepsy Awareness Month

National Veterans Small Business Week

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION BY PASTOR BOBBY GARCIA FROM GRACE CHRISTIAN CHURCH

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will

be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the minutes of the Work Session of October 27, 2025. [25-1327](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [25-100](#)

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution that the Mayor is authorized to sign and Interlocal Agreement between City of El Paso (the "City"), a home rule municipal corporation, and the Camino Real Regional Mobility Authority (the "Authority") for the Authority to develop the Medical Center of Americas Placemaking Guidelines Project (the "Project"), with the City providing \$68,000 towards the Project. The term of the Interlocal Agreement shall expire June 1, 2027, unless terminated earlier as provided in the Interlocal Agreement. [25-1324](#)

District 2

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

4. A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA, Inc., a New York, USA, foreign for profit corporation, authorized to transact business in Texas, for a project known as "2025-0508R Geotechnical and Material Testing Services for the Sean Haggerty Extension Drive and Bridge Construction" for an amount not to exceed \$446,190.00. The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. [25-1326](#)

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

5. Approve a Resolution to accept the City of El Paso Investment Policy for fiscal year 2026. [25-1336](#)

All Districts

Office of the Comptroller, Margarita Marin, (915) 212-1174

6. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). [POSTPONED FROM 10-28-2025] [25-1263](#)

Districts 1, 3, 4, 5, 6, 7

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

CONSENT AGENDA - BOARD APPOINTMENTS:

7. Josette Pelatan to the City Accessibility Advisory Committee by Representative Chris Canales, District 8. [25-1329](#)

Members of the City Council, Representative Chris Canales, (915) 212-0008

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

8. An Ordinance changing the zoning of a portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-1233](#)

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: South of Artcraft
Applicant: PZRZ25-00008, ASLM LTD

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

9. An Ordinance changing the zoning of the North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-1235](#)

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 4806 Atlas Ave.
Applicant: JCGAR Ventures, PZRZ25-00015

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

10. Discussion and action directing the City Manager and City Attorney to review the Solid Waste lien process and to take the necessary actions to extend the current period of time allotted to assure the public has ample notice and opportunity to pay the reasonable expenses incurred by the City in weed abatement of private properties to bring them into compliance with Chapter 9.04 of the City Code and avoid solid waste liens being placed on their property. [25-1340](#)

All Districts

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

11. Discussion and action to direct the City Manager to issue a solicitation for a consultant to assess the Purchasing and Strategic Sourcing Department. The solicitation should provide for best practices, findings, recommendations, revisions and updates to existing processes, policies and manuals to ensure continued compliance with regulations. [25-1352](#)

All Districts

Members of the City Council, Mayor Renard U. Johnson, (925) 212-0021

12. Discussion and action to direct the City Manager to appoint a member to begin the process of mobilizing community partners and identifying funding sources to develop an advanced workforce training program for youth and adults through the establishment of a Northeast Advanced Skills Development Center, and identify potential funding sources to support this initiative. [25-1353](#)

All Districts

Members of the City Council, Cynthia Boyar Trejo, (915) 212-0004

13. Discussion and action to direct the City Manager to begin a process to establish community partnerships aimed at developing a training and mentoring program for veteran entrepreneurs, and to coordinate the provision of support services to ensure veterans have the tools and resources necessary to succeed, and identify potential funding sources to support this initiative. [25-1354](#)

All Districts

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

REGULAR AGENDA - OTHER BUSINESS:

14. Discussion and action on a Resolution to rescind City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sean Haggerty Extension Project in the amount of \$6,800,000.00, due to the availability of State Infrastructure Bank loan funding for this purpose. [25-1325](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

15. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property commonly known as 311 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$864,800.00.

[25-1330](#)

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

16. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property commonly known as 315 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Addition, including any and all improvements located on the property, for \$1,988,991.00.

[25-1331](#)

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary to ensure the purchase and closing of the property.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

17. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property comprised of 0.2107 acres on West San Antonio Avenue, a portion of Block 25, Mills Addition (PID 93782), for \$320,000.00.

[25-1332](#)

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the

purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

18. Discussion and action on a Resolution authorizing the submission of an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program requesting grant funding in the amount of \$15,000,000.00, with a \$500,000.00 cash match and \$956,700.00 as in-kind match required from the City, and \$13,543,300.00 as match contributions from Program Partners, for the El Paso Helps project.

[25-1341](#)

All Districts

Community and Human Development, Nickole H. Rodriguez, (915) 212-1673
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) 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	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC: Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1327, **Version:** 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the minutes of the Work Session of October 27, 2025.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-100, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 25-1324, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

District 2

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Mayor is authorized to sign and Interlocal Agreement between City of El Paso (the "City"), a home rule municipal corporation, and the Camino Real Regional Mobility Authority (the "Authority") for the Authority to develop the Medical Center of Americas Placemaking Guidelines Project (the "Project"), with the City providing \$68,000 towards the Project. The term of the Interlocal Agreement shall expire June 1, 2027, unless terminated earlier as provided in the Interlocal Agreement.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Capital Improvement Department

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-268-5148

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso

SUBGOAL:

3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland's) Construct Sun City Lights entryways

SUBJECT:

A resolution that the Mayor is authorized to sign and Interlocal Agreement between City of El Paso (the "City"), a home rule municipal corporation, and the Camino Real Regional Mobility Authority (the "Authority") for the Authority to develop the Medical Center of Americas Placemaking Guidelines Project (the "Project"), with the City providing \$68,000 towards the Project. The term of the Interlocal Agreement shall expire June 1, 2027, unless terminated earlier as provided in the Interlocal Agreement.

BACKGROUND / DISCUSSION:

The Medical Center of the Americas (MCA) Placemaking Guidelines Project is a collaborative planning effort between the City of El Paso and the Camino Real Regional Mobility Authority (CRRMA) to establish unified design and placemaking standards within the MCA District. The project will result in a Master Plan document that provides guidelines for signage, landscaping, lighting, and public space improvements, creating a cohesive vision for future development and beautification efforts in and around the MCA area. These guidelines will also support the City's ability to pursue state and federal grant opportunities for future corridor and connectivity enhancements.

COMMUNITY AND STAKEHOLDER OUTREACH:

Project is being developed in coordination with the Medical Center of the Americas Foundation (MCA), Camino Real Regional Mobility Authority, and City departments to ensure design standards reflect community and institutional priorities for the district

PRIOR COUNCIL ACTION:

May 7, 2024: City Council approved reprogramming of \$2,740,386.42 from the Citywide Way-finding Project to the Sun City Lights Program to support way-finding and place-making initiatives at the MCA Boundary and other district projects.

AMOUNT AND SOURCE OF FUNDING:

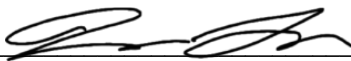
Total Project Budget: \$340,000
City Contribution: \$68,000 (allocated under MCA Sun City Lights Program, approved by Council on May 7, 2024)
Other Funding Partners: \$272,000 (coordinated through CRRMA and project stakeholders)
The City of El Paso will manage and process all invoices received from the Camino Real Regional Mobility Authority

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor is authorized to sign an Interlocal Agreement between City of El Paso (the “City”), a home rule municipal corporation, and the Camino Real Regional Mobility Authority (the “Authority”) for the Authority to develop the Medical Center of Americas Placemaking Guidelines Project (the “Project”), with the City providing \$68,000.00 towards the Project. The term of the Interlocal Agreement shall expire June 1, 2027, unless terminated earlier as provided in the Interlocal Agreement.

APPROVED ON THIS ____ DAY OF _____, 2025

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

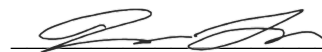
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
CID Grant Funded Programs Director

EL PASO COUNTY	}	INTERLOCAL AGREEMENT
	}	MEDICAL CENTER OF THE AMERICAS
STATE OF TEXAS	}	PLACEMAKING GUIDELINES PROJECT

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into effective as of the last date signed below, by and between the CITY OF EL PASO, a home rule municipality (the Partner) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the CRRMA) (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Partner is a political subdivision of the State of Texas; and

WHEREAS, the CRRMA is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the RMA Act) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's area of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction; and

WHEREAS, the Partner, the CRRMA, and additional project partners and stakeholders have agreed to collectively develop the Medical Center of the Americas Placemaking Guidelines Project (the Project), located in El Paso County which is within or adjacent to the CRRMA's area of jurisdiction; and

WHEREAS, the Partner and CRRMA now desire to enter into this Agreement to identify the responsibilities of each Party for the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I.

FINDINGS

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

B. Overview of the Project. The Partner and CRRMA have agreed to cooperatively develop the Project, along with other anticipated project partners, due to the mutual benefit to each party and the benefits to the region. The CRRMA, in coordination with the Partner and as more fully enumerated within **EXHIBIT A** to this Agreement, will take such actions as necessary to advance the Project using funds provided by the Partner and other project partners. The Project responsibilities of each party and the Project budget and schedule are more fully enumerated within **EXHIBIT B**, **EXHIBIT C**, and **EXHIBIT D** of this Agreement, respectively.

II. DUTIES AND RESPONSIBILITIES OF THE CRRMA

A. Project Services. Subject to the terms of this Agreement, the CRRMA agrees and is hereby authorized to use funding from the Partner, additional project partners, and such other lawfully available funds designated from time to time, to serve as the funding necessary for the provision of services identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the CRRMA receives executed agreements from all project partners. No later than fifteen (15) days from CRRMA receipt of such executed agreements, the CRRMA will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**, including a Project kickoff meeting with all project partners and stakeholders. Project-related services, including deliverables and milestones, will be developed as agreed to between the CRRMA and the “Project Committee” more fully described below. The Project is anticipated to take up to two hundred and sixty (260) days from issuance of a notice to proceed from the CRRMA to its consultant team, as set forth in **EXHIBIT D** to this Agreement.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced above.

3. Project Budget. The budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs reflected in the Project Budget, and in no event shall the cash disbursements by the Partner exceed such Project Budget, nor will the Partner be obligated to make any advance payments, absent the written agreement of the Parties. Payments made by the

Partner will be made only for actual, completed, and documented services rendered under this Agreement. No payments will be made by the Partner for incomplete, rejected, or undelivered work. The CRRMA will provide invoices in accordance with the requirements established by the Project Committee, as noted above.

B. CRRMA and Partner Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Budget Overruns. In the event the Partner's costs of the Project exceed, or due to a change in circumstances during development of such Project are expected to exceed, the amount specified in the Project Budget, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project; noting, however, that the Partner will have no obligation to provide additional funding beyond those funds identified in **EXHIBIT C**. In the event additional funds cannot be identified to address such increased costs, the CRRMA will coordinate with the Project Committee to identify an approach to continue advancing the Project. The Parties shall work together with the Project Committee to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall. However, any change to the scope of work identified within the Project Description noted in **EXHIBIT A** will require written amendment to this Agreement.

2. Completion of the Project. The CRRMA shall notify the Partner in writing upon Final Completion of the Project, which shall consist of the completion of the CRRMA Deliverables noted in **EXHIBIT A**. Unless otherwise agreed by the CRRMA, the CRRMA shall have no further obligation with respect to this Agreement after Final Acceptance of the Project.

3. CRRMA Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the CRRMA under agreements with contractors or consultants. As such, the CRRMA shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and consultants on other CRRMA projects. The CRRMA shall enforce such measures and standards on the Partner's and the CRRMA's behalf, and the CRRMA shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Partner.

C. Reports to the Partner. The CRRMA shall, at such times and in such form as the Partner may reasonably request, furnish periodic information concerning the status of the Project and the performance of the CRRMA's obligations under this Agreement. Such reporting may include information on the current status, including financial details, of the Project.

D. Accounting. The CRRMA shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the CRRMA of disbursements for payments required in this Agreement. All such books and

records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Partner during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, and upon request, the CRRMA shall coordinate with the Partner to provide information and documentation necessary for the Partner to complete its annual books, records and reports for each fiscal year, during which Project funds are/were distributed for the Project.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the CRRMA shall not be obligated to pursue or complete development of the Project if the funds available from the Partner, other project partners, and other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the project partners refuse to provide additional funding to cover the amount of any such deficiency.

III. DUTIES AND OBLIGATIONS OF THE PARTNER

A. Project Responsibilities of the Partner. The Partner shall be responsible for those obligations assigned to the Partner within **EXHIBIT B** to this Agreement. The Partner shall be responsible for providing the funding identified within **EXHIBIT C** to this Agreement to the CRRMA. Once those responsibilities have been completed, the Partner shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Partner.

B. Financial Obligations of the Partner. Partner financial obligations created hereunder shall be limited solely to those funds identified in **EXHIBIT C** to this Agreement. Except for delivery of the funds enumerated herein, the Partner shall have no financial obligation to make any payment, in whole or in part, on behalf of the CRRMA,

C. Payment of Funds by Partner. The Partner shall release to the CRRMA the funds identified within **EXHIBIT C** upon monthly invoicing from the CRRMA for actual services rendered. The Partner will issue payment within fifteen (15) days of the receipt of a completed invoice from the CRRMA. Invoices may be submitted by email.

D. Cooperation of Parties. The Partner and CRRMA agree that each shall cooperate to ensure the timely completion of the Project within specified and agreed upon budget and timelines and shall fulfill their obligations under this Agreement in a timely manner

E. Access to Partner Property and Rights of Way. The Partner hereby grants access to Partner property and rights of way owned by the Partner that are within the Project limits, as noted in **EXHIBIT A**. Such access is expressly granted to the CRRMA and its contractors, consultants, and third parties engaged to develop the Project to allow for the CRRMA's successful completion of the Project. The CRRMA will coordinate any needed access to the Partner's property and rights of way prior to accessing the same.

IV.
PARTY REPRESENTATIVES AND LEGAL NOTICES

A. Party Representatives. The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

Partner:

CRRMA:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

Partner:

CRRMA:

Executive Director
801 Texas Avenue
El Paso, Texas 79901

V.
TERM AND TERMINATION

Term and Termination. Subject to the following, this Agreement shall be effective as of the last date noted below and shall continue in full force and effect until the earlier of the completion of the Project or June 1, 2027. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice;

B. the Parties may mutually agree to terminate this Agreement; and

C. this Agreement may be terminated in whole or in part by either party for convenience upon thirty (30) days by sending written notice of the termination date to the other party at the address provided herein. Such termination will have no effect upon the rights and obligations resulting from transactions occurring prior to the effective date of the termination, including the CRRMA's obligation to use funds from the Project Budget to pay Project expenses incurred prior to the referenced termination and the Partner's associated responsibility to pay for expenses incurred prior to the termination.

VI. GENERAL AND MISCELLANEOUS

A. Payments. Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party, in accordance with Chapter 791 of the Texas Government Code.

B. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

C. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

D. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

E. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

F. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

G. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

H. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that

such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

I. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the last date noted below, notwithstanding that all signatures may not appear on the same counterpart.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF EL PASO

Renard U. Johnson

Date: _____

ATTEST:

Laura D. Prime
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
CID Grant Funded Programs Director

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

Date: _____

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT A

**MEDICAL CENTER OF THE AMERICAS
PLACEMAKING GUIDELINES**

PROJECT DESCRIPTION

Project Goal:

The intent of the Project is to cooperatively develop placemaking design guidelines (Guidelines) to provide a suggested framework for future improvements in and around the Medical Center of the Americas (MCA) campus. The Project limits are defined as I-10 to the north, North Boone Street to the west, and Paisano Drive to the south and east. The Partner and other project partners will provide funding for the Guidelines while the CRRMA and its consultants will develop the Guidelines, with input from the Partner and other project partners (collectively, the Project Committee). The goal of the Project is that the jointly developed Guidelines will serve as a resource and reference document for the Partner and other project partners and MCA stakeholders, when pursuing signage, pedestrian, aesthetic, landscaping, and other public facing improvements within or adjacent to the MCA.

Scope of Work:

The CRRMA will develop the Project through the use of consultants. Initially, the CRRMA will assess the existing condition of the MCA through document reviews and site visits. Utilizing this information, the CRRMA will solicit the input of the Project Committee to identify the desired future condition and aesthetic of future improvements to the MCA. From this iterative process, the CRRMA will develop the Guidelines. In addition, the CRRMA will develop materials that can be used by the Partner, or other project partners, to seek grant funds for the development of an initial project arising from the work developed for the Guidelines. This initial project will be identified by the Project Committee. Throughout the Project, the CRRMA will provide project management, oversight, and coordination services for the Project.

CRRMA Tasks:

1. Discovery – perform data collection and existing conditions analysis.
2. Placemaking Plan – develop the Guidelines, based on information gained in the Discovery Task as well as input and guidance from the Project Committee.
3. Grant Support – develop materials that the Partner or other project partners could use to pursue a grant application for an initial project.
4. Project Management – engage, manage, and oversee the consultants developing the Project and coordinate such activities with the Project Committee.

CRRMA Deliverables:

Upon completion of the Project, the CRRMA will present and deliver the final MCA Placemaking Guidelines and the Grant Support Materials to the Project Committee. However, in order to complete the Guidelines, the CRRMA will provide several interim deliverables to the Project Committee, including the:

1. Site Analysis Technical Memo;
2. Vision and Goals Report;
3. Recommendations Report; and
4. MCA Identity Framework Package.

Periodic status reports and Project Committee meetings will be utilized to solicit guidance and input from the Project Committee on the development of each of the deliverables.

[END OF EXHIBIT]

EXHIBIT B

MEDICAL CENTER OF THE AMERICAS PLACEMAKING GUIDELINES

PROJECT RESPONSIBILITIES

- 1. PLANNING: CRRMA**
- 2. GRANT SUPPORT: CRRMA**
- 3. FINANCIAL OBLIGATIONS: Partner**
- 4. REPORTING: CRRMA**
- 5. PERFORMANCE STANDARDS: CRRMA**
- 6. PROPERTY AND ROW ACCESS: Partner**

[END OF EXHIBIT]

EXHIBIT C

MEDICAL CENTER OF THE AMERICAS PLACEMAKING GUIDELINES

PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED COST	FUNDING PROVIDED BY PARTNER	FUNDING PROVIDED BY OTHERS
PLANNING	\$ 340,000.00	\$ \$68,000.00	\$ 272,000.00
TOTAL	\$ 340,000.00	\$ \$68,000.00	\$ 272,000.00

NOTES:

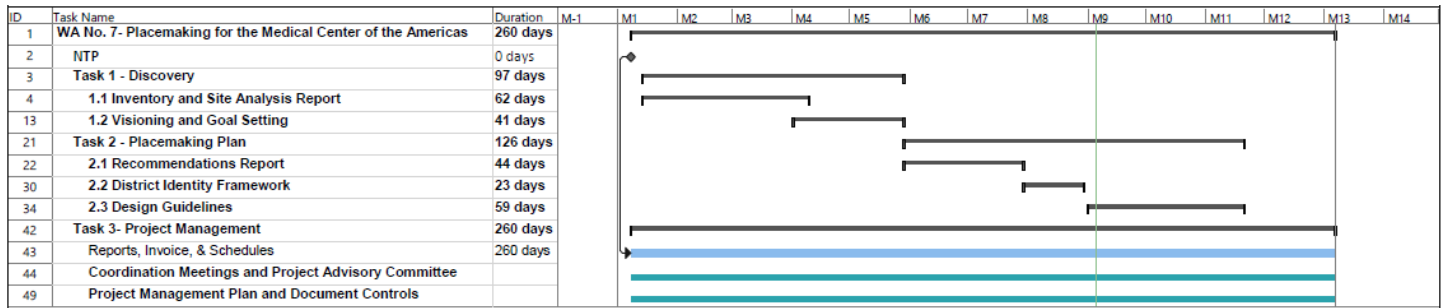
1. The table above identifies anticipated uses by the CRRMA of available funds by category. The CRRMA shall provide periodic updates to the Partner regarding expenditures of the funds identified above in accordance with this Agreement.

[END OF EXHIBIT]

EXHIBIT D

MEDICAL CENTER OF THE AMERICAS PLACEMAKING GUIDELINES

PROJECT SCHEDULE



[END OF EXHIBIT]



Legislation Text

File #: 25-1326, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA, Inc., a New York, USA, foreign for profit corporation, authorized to transact business in Texas, for a project known as "2025-0508R Geotechnical and Material Testing Services for the Sean Haggerty Extension Drive and Bridge Construction" for an amount not to exceed \$446,190.00. The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Capital Improvements

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

Goal 3: Promote the Visual Image of El Paso

SUBGOAL: N/A

3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland's) Construct Sun City Lights entryways

SUBJECT:

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA, Inc., a New York, USA, foreign for profit corporation, authorized to transact business in Texas, for a project known as "2025-0508R Geotechnical and Material Testing Services for the Sean Haggerty Extension Drive and Bridge Construction" for an amount not to exceed \$446,190.00. The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

BACKGROUND / DISCUSSION:

The purpose of this contract is to obtain geotechnical and material testing services for the Sean Haggerty Extension and Bridge Construction project. The project improvements consist of the construction of a new bridge extending Sean Haggerty Drive and spanning over the Greenbelt Levee Channel, and the changes necessary for the approach roadways. The improvements include: proposed pavement, sidewalks, bridge, and aesthetic railing.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$446,190.00 - TXDOT / 2018 Capital Plan

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)
N/A	

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Gvette Hernandez
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY						
SOLICITATION #2025-0508R						
GEOTECHNICAL AND MATERIAL TESTING SERVICES - SEAN HAGGERTY DRIVE EXTENSION AND BRIDGE CONSTRUCTION						
CONSULTANT	ATLAS	HJV	LOI	PSI	TERRACON	WSP
Rater 1	69	73	71	72	72	72
Rater 2	53	55	52	52	50	56
Rater 3	57	55	54	56	51	56
Total Rater Scores	179	183	177	180	173	184
References	8.5	0.0	9.7	9.7	0.0	9.8
Overall Score:	187.5	183.0	186.7	189.7	173.0	193.8

Rankings	Consultant
1	WSP
2	PSI
3	ATLAS

Rankings	Consultant
4	LOI
5	HJV
6	TERRACON

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA, Inc., a New York, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as "2025-0508R Geotechnical and Material Testing Services for the Sean Haggerty Extension Drive and Bridge Construction" for an amount not to exceed \$446,190.00.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

APPROVED THIS _____ DAY OF _____ 2025.

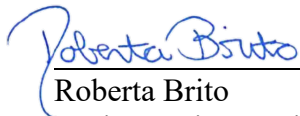
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

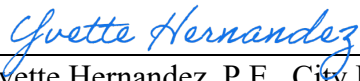
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2025, by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“Owner”**, and WSP USA Inc., a New York, USA, foreign for-profit corporation, authorized to transact business in Texas, hereinafter referred to as the **“Consultant”**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **“2025-0508R GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE SEAN HAGGERTY EXTENSION DRIVE AND BRIDGE CONSTRUCTION”**, hereinafter referred to as the **“Project”**, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working-day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$446,190.00** for all Basic Services and reimbursables performed pursuant to this Agreement. For purposes of this Agreement, "Basic Services" are those services described in **Attachment "A"**.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all Basic Services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the

individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
 Combined Single Limit
 \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,00.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the

nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant

for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant’s office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: WSP USA Inc.
Attn: David Varela
125 Montoya Road
El Paso, Texas 79932

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations,

representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

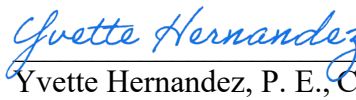
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P. E., City Engineer
Capital Improvement

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on the following page)

CONSULTANT:
WSP USA, INC.

By: [Signature]
Name: David Varela
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 21 day of October, 2025,
by David Varela, WSP USA Inc., on behalf of Consultant.

[Signature] Sasha Garcia
Notary Public, State of Texas

My commission expires:

2/9/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**



WSP USA Inc.
125 Montoya Road
El Paso Texas, USA
T: 915-585-2472

September 17, 2025
WSP Proposal No: 25-08-25E
Revision 1

Capital Improvement Department
218 N. Campbell – 2nd Floor
El Paso, Texas 79901

Attn: Mr. Robert Shadrick

**RE: Materials Testing Services
Sean Haggerty Road Extension
El Paso, Texas**

Dear Mr. Shadrick

WSP USA Inc. (WSP) is pleased to present this proposal to provide Materials Testing Services for the City of El Paso for the above-referenced project. This proposal was developed based on information obtained from the project plans and specifications and incorporates several assumptions on the level of effort needed to support this project.

1.0 SCOPE OF SERVICES

It is our understanding that the project will consist of the construction of the Sean Haggerty Road extension from about Nathan Bay Drive and terminating at Dyer Street in northeast El Paso, Texas. The proposed roadway will consist of a 4-lane divided road with a hike and bike trail and pedestrian walkways. A portion of the alignment will require a bridge structure to span an existing drainage area. The roadway will generally be constructed with 3 inches of asphalt overlying 6 inches of cement treated base course.

The project will also consist of the construction of water infrastructure consisting of the installation of new water mains of various sizes in diameter (8-, 12-, 16-, and 24-in.). Two short horizontal bores are also planned for the project. We understand that the project duration is about 348 calendar days. Based on our review of the project plans, the following services are anticipated:

Earthwork Observation and Testing

This will include the following:

- Observation and testing of subgrade and base course materials, including compaction testing and moisture content.
- Observation and testing of cement treated aggregate base course.
- Laboratory testing for maximum density, optimum moisture content, and soil classification.

Concrete Testing

Our services will include the following:

- Testing of concrete for slump, temperature, air content, and casting of cylinders for compressive strength.

Asphalt Paving Observation and Testing

This will include the following:

- Sampling and laboratory testing of delivered asphalt material. Laboratory testing will include asphalt content, gradation, maximum theoretical specific gravity, and Marshall properties.

Structural Steel Inspection

This will include the following:

- Periodic inspection of field welds and bolts.
- Verification of welder certifications.

The safety of our employees is of paramount concern to WSP. You will be notified if the location of your project represents a potential safety concern to our employees. WSP personnel will not direct, lay out, or supervise the construction operations for the project, nor will we alter or change the project plans, specifications, or reports.

2.0 PROJECT SCOPE & FEES

Specified services will be performed on **a time and materials basis** based on our negotiated rate schedule with the City of El Paso. We have included our proposed units and estimated quantities presented in the **attached Table**. All testing will be performed on a call-out basis at the request of the City of El Paso's designated representative. Should our estimated quantities vary from actual quantities required, WSP will bill at standard unit rates.

Our estimated testing budget excludes failed tests, standby time, cancellations, and overtime. These will be billed to the City, in addition to our estimated budget, at our attached rates. As requested, WSP will track failed tests, standby time, and cancellations for reporting to the City. WSP will only work overtime when requested by the contractor and approved in writing by the City. We understand that the City will pay WSP for failed tests, standby time, cancellations, and approved overtime, and that the City will require payment from the contractor. All overtime hours worked (more than 10 hours per day or work on Sunday or Holidays) are subject to an increase of the listed hourly rates of 25%.

3.0 SCHEDULING

We request that our office be contacted (915-585-2472) at least 24 hours prior to the time our quality control services are needed to allow for scheduling. If additional services are requested, which were not presented, they will be charged at our current fee schedule rate. **Prior to the start of our services, we will require one (1) set of the approved project specifications.**

Proposal for Materials Testing Services

Sean Haggerty Road Extension, El Paso Texas



4.0 AUTHORIZATION

We appreciate the opportunity of submitting this proposal and are available to discuss the details of this proposal with you. To authorize us to proceed with the proposed services, please provide us with a valid purchase order. If there are any questions regarding the proposed scope of work, or if you require modifications to this proposal, please contact us at (915) 585-2472.

Respectfully submitted,

WSP USA Inc.

Texas Registered Engineering Firm F-2263

Texas Registered Geoscience Firm F50561

A handwritten signature in blue ink, appearing to read 'DA Varela'.

David A. Varela, P.E.
Vice President

Reviewed by:

A handwritten signature in blue ink, appearing to read 'B Wells'.

Brian Wells, P.E.
Director, Civil Ground Water Engineering

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

# of Units	Unit Rate	Unit	Description	Total
Soil Inspection and Testing				
500	\$90.00	Hour	TxDOT Engineering Technician	\$45,000.00
250	\$70.00	Hour	Second Engineering Technician	\$17,500.00
6	\$195.00	hour	Project Director	\$1,170.00
40	\$195.00	Hour	Geotechnical Engineer (As needed)	\$7,800.00
100	\$70.00	Hour	Clerical Support	\$7,000.00
4	\$290.00	Each	Cement Treated Base (proctor)	\$1,160.00
12	\$290.00	Each	Subgrade Proctor	\$3,480.00
12	\$85.00	Each	Sieve Analysis	\$1,020.00
12	\$85.00	Each	Plasticity Index	\$1,020.00
0	\$120.00	Each	Density tests	Included in hourly rate
12	\$1,200.00	Month	Vehicle Use	\$14,400.00
Subtotal				\$99,550.00
Concrete testing				
1425	\$90.00	Hour	Engineering Technician	\$128,250.00
720	\$70.00	Hour	Second Engineering Technician	\$50,400.00
410	\$250.00	set	Concrete Cylinders (5 Cylinders/set)	\$102,500.00
0	\$35.00	Each	Additional cylinders	\$0.00
12	\$1,200.00	Month	Vehicle use	\$14,400.00
Subtotal				\$295,550.00
Asphalt testing				
150	\$90.00	Hour	TxDOT Engineering Technician	\$13,500.00
80	\$70.00	Hour	Second Technician	\$5,600.00
60	\$70.00	Hour	Clerical Support	\$4,200.00
1	\$1,750.00	Each	Asphalt Binder sample	\$1,750.00
15	\$135.00	Each	Asphalt Sampling	\$2,025.00
15	\$215.00	Each	Marshall Series	\$3,225.00
15	\$215.00	Each	Extraction and gradation	\$3,225.00
15	\$100.00	Each	Theoretical gravity (Rice method)	\$1,500.00
15	\$85.00	Set	Stability and flow	\$1,275.00
4	\$290.00	Each	Base Course Proctor	\$1,160.00
4	\$85.00	Each	Sieve Analysis	\$340.00
4	\$85.00	Each	Plasticity Index	\$340.00
30	\$85.00	Each	Core Density (Joint and Mat) Cores	\$2,550.00
15	\$200.00	Day	Coring machine and generator	\$3,000.00
0	\$120.00	Each	Density tests	Included in hourly rate
Subtotal				\$43,690.00
Structural Steel				
40	\$150.00	Hour	Certified Welding Inspector	\$6,000.00
20	\$ 70.00	Day	Vehicle Use	\$1,400.00
Subtotal				\$7,400.00
Estimated Total				\$446,190.00
WSP will only bill for services/testing completed for the project.				

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**2025-0508R GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE SEAN HAGGERTY EXTENSION DRIVE AND BRIDGE CONSTRUCTION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$446,190.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensation for each task described in Attachment "A". Payment shall be made as a lump sum after completion of each Phase under the Fee Schedule Breakdown. The owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and Owner's written approval.

PHASE	AMOUNT
1. Soil Inspection and Testing	\$99,550.00
2. Concrete Testing	\$295,550.00
3. Asphalt Testing	\$43,690.00
Total	\$446,190.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi,

Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL: GGB.WSPUS.CertRequests@ajg.com ADDRESS: GGB.WSPUS.CertRequests@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Insurance Corporation		42404
INSURER B: Zurich American Insurance Company		16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1253226035**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Project Description: Geotechnical & Materials Testing EPIA Five Node Intersection Solicitation #2024-0685R | Construction materials testing for taxiway improvements

The Owner is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Capital Improvement Department, City of El Paso City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com
INSURED WSP USA Inc. f/k/a WSP USA Environment & Infrastructure Inc. One Penn Plaza New York NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
WSPGLOB-01	NAIC # 11515

COVERAGES

CERTIFICATE NUMBER: 1513314770

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	11/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Project Description: Geotechnical & Materials Testing EPIA Five Node Intersection Solicitation #2024-0685R | Construction materials testing for taxiway improvements

CERTIFICATE HOLDER**CANCELLATION**Capital Improvement Department, City of El Paso City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	David Varela, P.E.
Business Name	WSP USA Inc
Agenda Item Type	Solicitation #2025-0508R Sean Haggerty Dr
Relevant Department	Capital Improvement Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: david.varela@wsp.com

Digitally signed by david.varela@wsp.com
DN: cn=david.varela@wsp.com
Date: 2025.08.01 13:48:31 -06'00'

Date: 8/1/2025



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1336, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approve a Resolution to accept the City of El Paso Investment Policy for fiscal year 2026.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Office of the Comptroller

AGENDA DATE: November 4, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Margarita Marin – DCFO-Comptroller – 915-212-1174

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the Standard for sound governance and fiscal management

SUBGOAL: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

APPROVE a resolution to accept the City of El Paso Investment Policy for fiscal year 2026.

BACKGROUND / DISCUSSION:

Pursuant to Section 2256 of the Texas Government Code, otherwise known as the Texas Public Funds Investment Act (TPFIA), the City is required to review its Investment Policy on an annual basis and recommend any changes to such. In addition, Section 11.0 of the City's Investment Policy requires that changes be presented to the Financial Oversight and Audit Committee (FOAC) prior to moving forward to the full Council. The update was presented to the FOAC on October 9, 2025 and the suggested changes were accepted.

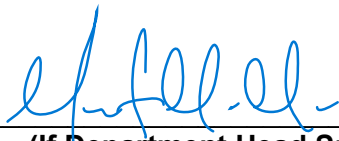
PRIOR COUNCIL ACTION:

The Investment Policy was last amended by City Council on October 8, 2024.

AMOUNT AND SOURCE OF FUNDING: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, pursuant to Section 2256.005 of the Texas Government Code, the City is required to review its Investment Policy on an annual basis; and

WHEREAS, the City has reviewed its Investment Policy and as a result of such review desires to restate and amend the City's Investment Policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City hereby adopts the restated and amended City of El Paso FY 2026 Investment Policy, which is attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED this ____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

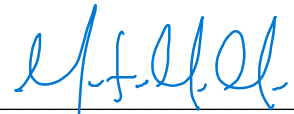
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

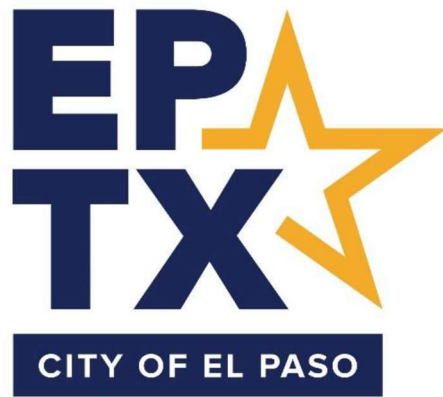


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Margarita Marin, Comptroller
Office of the Comptroller



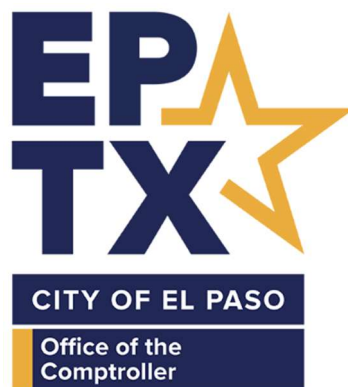
City of El Paso

Investment Policy

October 2025

Prepared by:
Office of the Comptroller
Treasury Division

Previous Revision October 2024



The mission of the Office of the Comptroller is to provide fiscal management and financial reporting, administer treasury services and provide grant accounting information to City Management and elected officials so that they can make informed decisions regarding the provisions of City services.

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The City of El Paso

Investment Policy

1 - POLICY

It is the policy of the City of El Paso, Texas (the “City”) to: (i) invest public funds in a manner which will provide maximum safety of principal; (ii) meet the daily cash flow demands of the City (liquidity); and (iii) provide the highest possible investment return all while complying with the Texas Public Funds Investment Act of 1995, as may be amended (“TPFIA”) and local ordinances and resolutions governing the investment of the City’s public funds. Definitions and terms contained herein are defined in Section 2256.002 of TPFIA.

2 - SCOPE

The City of El Paso Investment Policy (this “Investment Policy”) applies to all cash assets of the City as reported in the City’s Annual Comprehensive Financial Report except for those funds of the Public Employees Retirement System (PERS) and component units which are governed by other laws, statutes, and ordinances. Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. The City’s Investment Strategy is attached as Exhibit “A” and is incorporated for all applicable purposes by reference herein. Investment income will be allocated in accordance with the City’s strategy for allocating interest to participating funds as set forth in Appendix “1” to Exhibit “A.”

The fund types covered by this Investment Policy are accounted for in the books and records of the City and are as follows:

- a. General Fund (which includes the Cash Reserve Fund);
- b. Special Revenue Funds;
- c. Capital Projects Funds;
- d. Debt Service Fund;
- e. Enterprise Funds;
- f. Internal Service Funds
- g. Fiduciary Funds

3 - GENERAL OBJECTIVES

The primary objectives of the City's investment activities, in order of priority, shall be as follows:

3.1 - Preservation and Safety of Principal

Preservation and safety of principal are the foremost objectives of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit risk. The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- (i) limiting investments to the types of securities listed in Section 6.0 of this Investment Policy;
- (ii) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section 5.0; and
- (iii) diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest rate risk. The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to increases in market interest rates, by:

- (i) structuring the investment portfolio so that securities mature in a manner that cash requirements for ongoing operations will be met, thereby avoiding the need to sell securities on the open market prior to maturity; and
- (ii) investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 9.2.

3.2 - Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. To a large extent, liquidity shall be determined by the flow of revenues and expenditures predicted by the Office of the Comptroller using cash flow projections and historical data. These cash flow projections shall be at least one (1) year in length.

3.3 - Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return/yield throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the preservation and safety of principal and liquidity objectives described above. The City's core investments are limited to low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity unless otherwise deemed appropriate by the City Manager or his/her designee.

4 - STANDARDS OF CARE

4.1 - Delegation of Authority

The authority to manage the City's investment program is derived from the TPFIA, the El Paso City Charter, City Ordinances and Resolutions. The Chief Financial Officer, Comptroller, and Treasury Services Coordinator are designated as the Investment Officers who are responsible for investment transactions; provided, however, that in the event that any or all of the positions are or becomes vacant, the persons acting in such capacity shall be designated as an Investment Officer for the interim period. All investment procedures shall be in writing and approved by the Chief Financial Officer and the City Manager.

An Investment Committee shall be responsible for monitoring, reviewing, and making recommendations regarding the City's cash management and investment program. The Investment Committee will consist of the Chief Financial Officer, Comptroller, Treasury Services Coordinator, OMB Director, and the Chief Internal Auditor. The Investment Committee will report to the City Manager on at least a quarterly basis the activities of the City's investments.

The Comptroller will oversee the activities of the Treasury Division of the Office of the Comptroller Department, and if the Treasury Services Coordinator position is vacant, shall perform, or designate a person to perform, such duties on an interim basis. The Treasury Services Coordinator shall be responsible for the day-to-day financial transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Treasury Services Coordinator shall designate one or more staff as a pro tempore, acting in a limited capacity defined by the Treasury Services Coordinator, in the event circumstances require timely action and the Treasury Services Coordinator is not available.

No other officers or designees may engage in an investment or banking transaction except as provided under the terms of this Investment Policy and the procedures established.

4.2 - Prudence

The City's investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the safety of capital and the yield to be derived. The standard of care to be used by Investment Officers shall be said "prudent person" standard and shall be applied in the context of managing an overall portfolio and whether the investment decision was consistent with the written investment policy of the City.

4.3 - Training

The Investment Officer(s) shall attend at least one (1) training session from an independent source approved by City Council or a designated investment committee advising the Investment Officer(s) as provided for in this Investment Policy of the City and containing at least ten (10) hours of instruction relating to the officer's responsibilities under this Investment Policy and the TPFIA. Such training session shall be taken within twelve (12) months after the Investment Officer(s) takes office or assumes duties. The Investment Officer(s) shall attend an investment training session not less than once in each two-year period that begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date and receive not less than ten (10) hours of instruction relating

to investment responsibilities under this Investment Policy and the TPFIA from an independent source approved by the City Council or a designated investment committee advising the Investment Officer as provided for in the investment policy of the City. This training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with TPFIA.

4.4 - Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict or be perceived to conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. An Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity, as determined by Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this Section 4.4 must be filed with the Texas Ethics Commission and the City Council. For purposes of this Section 4.4, an Investment Officer has a personal business relationship with a business if:

- a. the Investment Officer owns ten percent (10%) or more of the voting stock or shares of the business organization or owns five thousand dollars (\$5,000) or more of the fair market value of the business organization;
- b. funds received by the Investment Officer from the business organization exceeds ten percent (10%) of the Investment Officer's gross income from the previous year; or
- c. the Investment Officer has acquired from the business organization during the previous year investments with a book value of two thousand five hundred dollars (\$2,500) or more for the personal account of the Investment Officer.

Investment Officers, not required by this Section 4.4 to file a disclosure statement, will file a statement with the City Clerk's Office announcing no potential conflicts.

5 – AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

5.1 - Authorized Institutions

Financial institutions (i.e., banks, savings & loans, credit unions) and securities dealers (i.e., brokers, "primary" and "secondary" dealers) with an office located in the state of Texas (preferably El Paso, Texas) may become authorized to sell/purchase negotiable securities to/from the City. Repurchase Agreements may be entered into with primary securities dealers or financial institutions with offices in Texas.

5.2 - Selection

The Investment Committee and the City Manager shall at least annually, review, revise, and adopt a list of qualified financial institutions and securities dealers that are authorized to engage in investment

transactions with the City. Additional financial institutions and securities dealers may be added on a quarterly basis after Investment Committee approval.

5.3 - List of Authorized Institutions

The Treasury Services Coordinator shall maintain an updated list of financial institutions authorized to provide investment services as well as a list of approved security broker/dealers selected by credit worthiness, who maintain an office in the State of Texas. These may include primary dealers, depository banks, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

5.4 - Competition

Bids for investments will be solicited by the Treasury Services Coordinator, as deemed necessary and approved by the Investment Committee, from the approved list of authorized institutions using a competitive bid process in a format designed by the Investment Officer(s). The City's depository bank, once selected, may compete for City investments through the competitive bid process established. Bids for investments may be solicited orally, in writing, electronically, or a combination of these methods. Rate of return will be considered the primary factor when selecting a particular bid. The secondary factor will be location of office, preferably within El Paso, Texas.

5.5 - Requisite Information

All business organizations that desire to become qualified bidders for investment transactions must supply the Investment Officer(s) with the following:

- a. audited financial statements;
- b. proof of National Association of Securities Dealers certification;
- c. trading resolution; and
- d. proof of state registration

5.6 - Audited Financials

Current audited financial statements are required to be on file for each financial institution and broker/dealer with which the City invests.

5.7 - Receipt of Investment Policy

A written copy of this Investment Policy shall be presented to any business organization offering to engage in an investment transaction with the City. For purposes of this subsection, "business organization" means an investment pool or investment management firm under contract with the City to invest or manage the City's investment portfolio that has accepted authority granted by the City under the contract to exercise investment discretion in regards to investing the City's funds. The qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City stating that the organization has received and reviewed the City's Investment Policy, acknowledges that the business organization has implemented reasonable procedures and controls to preclude investment

transactions that are not authorized by the City's Investment Policy, except to the extent that this authorization:

- a. is dependent on an analysis of the makeup of the entire portfolio;
- b. requires an interpretation of subjective investment standards; or
- c. relates to investment transactions of the City that are not made through accounts or contractual arrangements over which the business organization has accepted discretionary investment authority.

5.8 - Denial of Business

No investment business may be conducted with any business organization that has not complied with the certification identified in Section 5.7 above.

6 - AUTHORIZED INVESTMENTS

Except as otherwise provided hereinafter, the City may invest in the following types of securities:

6.1 - Obligations of, or Guaranteed by, Government Entities

- a. The following investments are authorized:
 - (i) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including Federal Home Loan Banks;
 - (ii) direct obligations of the State of Texas or its agencies and instrumentalities;
 - (iii) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by the agency or instrumentality of the United States;
 - (iv) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - (v) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and
 - (vi) interest-bearing banking deposits that are guaranteed or insured by (a) the Federal Deposit Insurance Corporation or its successors or (b) the National Credit Union Share Insurance Funds or its successor.
- b. The following are NOT authorized investments under this Section 6.1:
 - (i) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

- (ii) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (iii) collateralized mortgage obligations which have a stated final maturity date of greater than ten (10) years; and
- (iv) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to changes in a market index.

6.2 - Certificates of Deposit and Share Certificates

a. A certificate of deposit or share certificate is an authorized investment under this Section 6.2 if the certificate is issued by a depository institution that has its main office or a branch office in the State of Texas and is:

- (i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (ii) secured by obligations that are described by Section 6.1(a) herein above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described in Section 6.1(b); or
- (iii) secured in any other manner and amount provided by law of deposits of the investing entity.

b. In addition to the authority to invest funds in certificates of deposit under Section 6.2(a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

- (i) the funds are invested by the City through:
 1. a broker that has its main office or a branch office in this state and is selected from a list adopted by the City in accordance with Section 5.2; or
 2. a depository institution that has its main office or a branch office in this state and that is selected by the City;
- (ii) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
- (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (iv) the City appoints the depository institution selected under Section 6.2(b)(i), a Custodian (as defined in Section 7.3) or a clearing broker/dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as Custodian for the City with respect to the certificates of deposit issued for the account of the City.

6.3 - Repurchase Agreements

- a. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:
 - (i) has a defined termination date;
 - (ii) is secured by a combination of cash and obligations described in Section 6.1a(i) or 6.4;
 - (iii) requires the securities being purchased by the City or the cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
 - (iv) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.
- b. In this Section 6.3, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 6.1a(i), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.
- c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed ninety (90) days after the date the reverse security repurchase agreement is delivered.
- d. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.
- e. The City in the proceedings to authorize obligations or a credit agreement, or in a credit agreement, may agree to waive sovereign immunity from suit or liability for the purpose of adjudicating a claim to enforce the credit agreement or obligation or for damages for breach of the credit agreement or obligation.

6.4 - Commercial Paper

- a. Commercial paper is an authorized investment under this Section 6.4 if the commercial paper:
 - (i) has a stated maturity of 365 days or fewer from the date of its issuance; and
 - (ii) is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - 1. two nationally recognized credit rating agencies; or
 - 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

6.5 - Mutual Funds

- a. A no-load money market mutual fund is an authorized investment under this Section 6.5 if the mutual fund:
 - (i) is registered with and regulated by the Securities and Exchange Commission;
 - (ii) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
 - (iii) complies with Securities Exchange Commission Rule 2a-7 (17 C.F.R. Section 270. 2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.)
- b. In addition to a no-load money market mutual fund permitted as an authorized investment in Section 6.5a., a no-load mutual fund is an authorized investment under this Section 6.5, if the mutual fund:
 - (i) is registered with the Securities and Exchange Commission;
 - (ii) has an average weighted maturity of less than two (2) years; and
 - (iii) either:
 - 1. has a duration of one year or more and is invested exclusively in obligations approved by this Section 6.5; or
 - 2. has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities
- c. The City is not authorized by this Section 6.5 to:
 - (i) invest in the aggregate more than fifteen percent (15%) of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Section 6.5b.;
 - (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Section 6.5b.; or
 - (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in subsection a. or b. in an amount that exceeds ten percent (10%) of the total assets of the mutual fund.

6.6 - Investment Pools

- a. The City may invest its funds and funds under its control through an eligible investment pool if the City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by Section 6.0. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this Section 6.6 and the investment policies and objectives adopted by the investment pool.

b. To be eligible to receive funds from and invest funds on behalf of the City under this Section 6.6, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City, an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (i) the types of investments in which money is allowed to be invested;
- (ii) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (iii) the maximum stated maturity date any investment security within the portfolio has;
- (iv) the objectives of the pool;
- (v) the size of the pool;
- (vi) the names of the members of the advisory board of the pool and the dates their terms expire;
- (vii) the custodian bank that will safe keep the pool's assets;
- (viii) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (ix) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (x) the name and address of the independent auditor of the pool;
- (xi) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (xii) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- (xiii) the pool's policy regarding holding deposits in cash.

c. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City:

- (i) investment transaction confirmations; and
- (ii) a monthly report that contains, at a minimum, the following information:
 - 1. the types and percentage breakdown of securities in which the pool is invested;
 - 2. the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - 3. the current percentage of the pool's portfolio in investments that have stated maturities of more than one (1) year;

4. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 5. the size of the pool;
 6. the number of participants in the pool;
 7. the custodian bank that is safekeeping the assets of the pool;
 8. listing of daily transaction activity of the entity participating in the pool;
 9. the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 10. the portfolio managers of the pool; and
 11. any changes or addenda to the offering circular.
- d. The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- e. In this Section 6.6, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
- f. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a one dollar (\$1.00) net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
- g. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:
- (i) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 of the Government Code and managed by a state agency; or
 - (ii) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- h. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

- i. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Sections 6.6(b), (c)(ii), and (f) must be posted on the website.
- j. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this Section 6.6, an investment pool must make available to the City an annual audited financial statement of the investment pool in which the City has funds invested.
- k. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

7 - COLLATERALIZATION/LIMITS/CUSTODY

7.1 - Collateralization

Collateralization will be required for deposits of public funds in demand deposit accounts, certificates of deposit, and repurchase agreements. In accordance with Texas Government Code Chapter 2257.022 "Amount of Collateral", the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- a. Increased by the amount of any accrued interest; and
- b. Reduced to the total extent that the United States or an instrumentality of the United States insures the deposit.

Collateralization percent coverage will be outlined in the Collateral Agreement as part of the City's Depository Agreement Contract with the awarded Banking Institution. All other on demand deposit accounts that are not included in the City's Depository Agreement Contract will be required to adhere to the collateralization percent coverage stated in the awarded depository contract.

7.2 - Limits

The City chooses to limit the type of collateral required to the eligible security instruments identified in Section 6.1 hereinabove.

7.3 - Custody

Collateral will always be held by an independent third party Custodian with whom the City has a current custodial agreement. A clearly marked evidence of ownership (e.g., safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution may be granted to the Custodian with prior written approval of the Investment Officer(s).

The Custodian shall be approved by the City and be:

- a. a state or national bank that is designated by the State Comptroller as a State depository and has its main office or branch office in the State of Texas and has a capital stock and permanent surplus of \$5 million or more;
- b. the Texas Treasury Safekeeping Trust Company;
- c. a Federal Reserve Bank or a branch of the Federal Reserve Bank; or

- d. a federal home loan bank.
- e. a financial institution authorized to exercise fiduciary powers and that is designed by the State Comptroller as a custodian pursuant to Government Code 404.031(e)

8 - SAFEKEEPING AND CUSTODY

8.1 - Delivery vs. Payment

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

8.2 - Safekeeping

Securities will be held by a third party custodian designated by the Treasury Services Coordinator as evidenced by safekeeping receipts in the City's name. The safekeeping institution shall provide, annually, a copy of their most recent report on internal controls (Reporting on Controls at a Service Organization as per Statement on Standards for Attestation Engagements No. 16, or SSAE 16 issued by the American Institutes of Certified Public Accountants or AICPA).

8.3 - Electronic Funds Transfer

The City may use electronic means to transfer or invest all funds collected or controlled by the City.

9 - INVESTMENT PARAMETERS

9.1 - Portfolio Diversification

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

<u>Investment Type</u>	<u>% of Portfolio</u>
U.S. Treasury Notes/Bonds/Bills	100%
Local Government Investment Pools	80%
U.S. Agencies	75%
Municipal Bonds	75%
Certificates of Deposit	50%
Repurchase Agreements	50%
Money Market Mutual Funds	15%
Commercial Paper	15%
Share Certificates	5%

This Investment Policy incorporates the City's Investment Strategy and as such, will allow for diversification of investments to the extent practicable considering yield, collateralization, investment costs, and available bidders. Diversification by investment institutions shall be determined by an

analysis of yield, collateralization, investment costs, and available bidders. Diversification by types of securities and maturities may be as allowed by this Investment Policy and the TPFIA.

9.2 - Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. However, the maximum maturities for any single investment shall not exceed three (3) years. The maximum dollar-weighted average maturity for the City's overall investment portfolio will not exceed two (2) years.

9.3 - Effect of Loss of Required Rating

This Investment Policy requires certain minimum ratings of certain investments. At least weekly, the Treasury Services Coordinator will review the ratings of each of the investments in the City's portfolio that require a minimum rating and will notify the Investment Committee of any negative changes. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

9.4 – Divestiture of Unauthorized Investments

In the event that the City assumes possession of investments not authorized by this Investment Policy, whether as the result of a donation, the settlement of an obligation to the City, or as a result of any other circumstance, transaction, or event, the City's Investment Officers shall proceed with the orderly liquidation of such investments. The proceeds from such liquidation will be recorded in the books and records of the City in accordance with the City's policy or policies corresponding to the original purpose related to the receipt of the unauthorized investment.

9.5 – Investment of Bond Proceeds and Pledged Revenue

- a. In this section, "pledged revenue" means money pledged to the payment of or as security for:
 - (i) Bonds or other indebtedness issued by the City
 - (ii) Obligations under a lease, installment sale, or other agreement of the City; or
 - (iii) Certificates of Participation in a debt or obligation described by subdivision (i) or (ii)
- b. The Investment Officer or Officers may invest bond proceeds or pledged revenue only to the extent permitted by Section 2256.0208 of the TPFIA in accordance with:
 - (i) Statutory provisions governing the debt issuance or the agreement, as applicable; and
 - (ii) The City's Debt Policy regarding the debt issuance or the agreement, as applicable

10 - MONITORING AND REPORTING

10.1 - Content of Report

The Investment Officer(s) shall submit, not less than quarterly, a report to the City Manager, Mayor and City Council, with a copy provided to the City Clerk. Said report shall:

- a. describe in detail the investment position of the City on the date of the report;
- b. be prepared jointly by all Investment Officers of the City;
- c. be signed by each Investment Officer of the City (signatures may be electronic if such method is deemed most prudent by the Investment Officers given then current circumstances and events);
- d. contain a summary statement of each pooled fund group that states the:
 - (i) beginning market value for the reporting period;
 - (ii) ending market value for the period; and
 - (iii) fully accrued interest for the reporting period;
- e. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- f. state the maturity date of each separately invested asset that has a maturity date;
- g. state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- h. state the compliance of the investment portfolio of the City as it relates to:
 - (i) the Investment Strategy expressed in the City's investment policy; and
 - (ii) relevant provisions of Chapter 2256 of the Government Code.
- i. be submitted within forty-five (45) days after the end of the period.

10.2 - Annual Audit

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer(s) under this Section 10.0 shall be formally reviewed at least annually by an independent external auditor, and the result of the review shall be reported to the City Council by that auditor.

10.3 - Compliance Audit

In conjunction with the City's annual financial audit, the external auditor shall perform a compliance audit of management controls on investments and adherence to the City's established investment policy. This audit shall provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition and that those transactions are executed in compliance with policies and procedures established by this Investment Policy.

10.4 – Market Price monitoring

Independent market pricing will be gathered at least monthly by the Treasury Services Coordinator. The market value and any unrealized gain or loss of the City's portfolio will be calculated on at least the same frequency.

11 - INVESTMENT POLICY ADOPTION

This Investment Policy is intended to amend and restate the existing City Investment Policy. The City's Investment Policy shall be reviewed and adopted annually by resolution of the City Council. Any modifications must first be approved by the Investment Committee and City Manager; secondly, be approved and recommended to City Council for approval by the City's Financial Oversight and Audit Committee that is assigned oversight of financial matters, and subsequently adopted by City Council.

EXHIBIT A - INVESTMENT STRATEGY

The City's investment strategy establishes the investment objectives of each of the fund types identified in the City's Investment Policy based on the needs and characteristics of each of the funds. These encompass the following criteria in order of importance:

- a. understanding of the suitability of the investment to the financial requirements of the entity;
- b. preservation and safety of principal;
- c. liquidity;
- d. marketability of the investment if the need arises to liquidate the investment before maturity;
- e. diversification of the investment portfolio; and
- f. yield.

The City is not in the investment business as a primary means of earning revenue. Therefore, the City will not participate in active buy/sell management of the portfolio. The Investment Officer(s) will invest for specific maturities to meet the cash needs of the City. The cash available and the cash requirements for the City will be determined on a day-to-day basis by the Office of the Comptroller Department and reported to the Investment Officer(s). Cash required within ten (10) days will be invested in overnight repurchase agreements, an approved mutual fund, or an approved investment pool in order to assure immediate liquidity. Interest earned on "overnight" investments listed above will be included in the total of interest revenue to be allocated to those primary funds having both an investable equity in pooled cash and a right to earn interest based on the City's Investment Policy. To enhance liquidity, investments will be purchased but not individually or formally associated with a specific primary fund's equity in pooled cash. Any cash in excess of immediate needs (more than 10 days) will be invested in longer term investments based on the needs and restrictions associated with specific fund's equity in pooled cash, and upon prudent consideration of current market yields and trends. Interest revenue will be allocated to those funds designated by this policy based on the allocation strategy at Appendix 1 to this Exhibit.

SPECIFIC CITY FUNDS

a. General Fund

The General Fund is the primary operating fund of the City in which most activity occurs. Cash requirements are large and immediate. Investments will be made with highly liquid instruments to mature on specific dates particularly to meet payroll requirements. These investments will most frequently be of durations of less than six (6) months. Specific investments identified as appropriate are, but not limited to, U.S Treasury bills, U.S. Treasury notes, repurchase agreements, certificates of deposit, and investments in mutual funds. Cash reserves in the General Fund are established by Section 7.4 of the City Charter and are to be maintained in an amount no less than five percent (5%) of the prior year's adopted general fund operating expenditure budget. The interest on this cash reserve shall be transferred to the City's Capital Acquisition Sub fund that is a definable component

of the Capital Project Fund. This cash reserve is also available for short-term lending to other funds of the City for periods not greater than one (1) year. For emergency liquidity purposes, up to twenty-five percent (25%) of the cash reserve shall be in investments with maturities no greater than one (1) year. Specific investments identified as appropriate for maturities no greater than one (1) year are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposits, and mutual funds. The remaining seventy-five (75%) of the fund shall be in investments with maturities greater than one (1) year. In order to maximize yield, these investments may be in treasury bonds. If funds lent from this fund earn interest in another fund, the interest shall be transferred to the cash reserve balance, and then transferred to the City's Capital Acquisition Sub fund.

b. Special Revenue Funds

Special Revenue Funds are used to fund special operating accounts and finance capital projects and include but are not limited to, projects funded by Federal and State grants. There will rarely be an investable equity balance in these funds. However, should the nature of the grants provide for "up front" funding and require allocation of interest income to the cash balances in the grants, specific investments identified as appropriate are the same as those identified above for the General Fund.

c. Capital Projects Funds

Capital Projects Funds are generally funded by debt instruments and other revenue sources issued or obtained by the City. Investment activity for each debt instrument may be segregated if required by law to determine if any arbitrage rebate liability may exist. Investments will be based on cash flow estimates recommended by the City's Capital Improvement Plan Director, with the approval of the Chief Financial Officer. Based on these approved recommendations, the Chief Financial Officer will estimate cash requirements and maturities for each project. The Investment Officers will then make investments to meet the cash flow requirements for each project. Interest earnings first will be recorded in the Capital Projects Fund. If interest proceeds remain in the Capital Projects funds after the project(s) is completed, these proceeds may be transferred to the Debt Service Fund to extinguish the debt whose proceeds are being invested in accordance with bond covenants. Specific investments identified as appropriate are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposit, mutual funds, investment pools, and treasury bonds.

d. Debt Service Fund

A Debt Service Fund is established by the City to record revenues and expenditures related to the extinguishment of the debt through timely payment of principal and interest. The primary source of money is from property taxes and specifically pledged revenues. Investments will have a maturity of no more than one (1) year in order to meet the periodic payments as required. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

e. Enterprise Funds

Enterprise Funds are for the operational and capital needs of the El Paso International Airport (except the Passenger Facility Charge), the Mass Transit Department (Sun Metro), the International Bridges, Tax Office and Environmental Services Department. Investments may be of longer maturities based on projected cash flow requirements. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

f. Internal Service Funds

Internal Service Funds are extensions of the General Fund which are to be operated with cash reserves for exigencies and, therefore, should have appropriate cash balances. An Internal Service Fund that accumulates and maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000) will be allocated investment earnings.

g. Fiduciary Funds

Investments related to Fiduciary Funds will be made by the City as specified in the Fiduciary Fund's agreement, if applicable. Daily earnings on Fiduciary Funds will be credited to the General Fund to offset the cost of maintaining these funds.

APPENDIX 1 TO EXHIBIT A - STRATEGY FOR ALLOCATING INTEREST TO PARTICIPATING FUNDS

ALLOCATION OVERVIEW

Allocable interest income is the interest received for the period adjusted for accretion/amortization of investments purchased at a discount/premium as well as any bank charges incurred while pursuing a strategy of maximizing the yield on available cash. Allocable interest will be distributed ratably to particular funds based on the ratio of a fund's net pooled cash to the total net pooled cash of all participating funds. A participating fund is one that is eligible to earn interest revenue as discussed below because the fund maintains an overall positive net cash position for the period. The interest allocation is credited to the funds by a journal entry to debit Pooled Cash and credit Investment Interest Revenue.

For Enterprise Funds, "net cash" in pooled cash is the average daily balance maintained for the period by the combined Enterprise Funds by type. A fund's deficit in cash will be offset with its related funds' surpluses in cash. To the extent that there is an overall deficit for the combined funds the Enterprise Fund will be excluded from the interest allocation for that period.

FISCAL PROJECTS – DISCUSSION OF ELIGIBILITY TO PARTICIPATE IN THE ALLOCATION OF INTEREST

FUND

DISCUSSION

General Fund

All components of the General Fund group earn interest. The Cash Reserve fund earnings are transferred to the Capital Acquisitions fund in the Capital Projects group.

Capital Projects

All components of the Capital Projects group earn interest if the Capital Projects have sufficient cash balances to warrant allocation. If capital projects are funded with bonded debt whose covenants require interest earnings to be transferred to the Debt Service fund, investment revenue is recorded in Capital Projects and then transferred to Debt Service.

Internal Service

Components earn interest if the fund maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000).

Special Revenue

Certain Special Revenue funds are eligible. Only those grants with covenants requiring allocation of interest earnings are eligible.

Agency Funds (unless specifically designated)

None are eligible to earn interest.

Debt Service

All are eligible to earn interest.

Enterprise Funds

All are eligible to earn interest except the Passenger Facility Charge monies in the Airport Enterprise fund which are kept separate in interest bearing accounts as mandated by Federal regulations.

Pension Funds

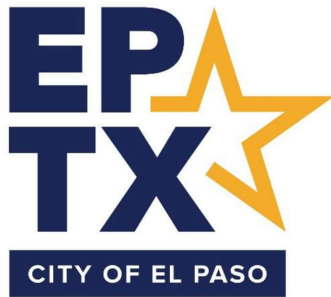
None are eligible to earn interest.

Discretely Presented Component Units

None are eligible to earn interest.

Private-Purpose Trusts

Certain donations and bequests are eligible to earn interest.



City of El Paso

Investment Policy

October 2025

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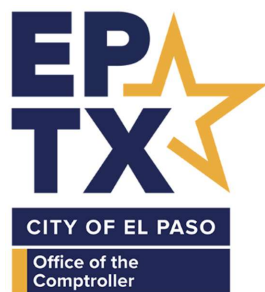
Deleted: 2024

Prepared by:
Office of the Comptroller
Treasury Division

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The mission of the Office of the Comptroller is to provide fiscal management and financial reporting, administer treasury services and provide grant accounting information to City Management and elected officials so that they can make informed decisions regarding the provisions of City services.

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The City of El Paso

Investment Policy

1 - POLICY

It is the policy of the City of El Paso, Texas (the "City") to: (i) invest public funds in a manner which will provide maximum safety of principal; (ii) meet the daily cash flow demands of the City (liquidity); and (iii) provide the highest possible investment return all while complying with the Texas Public Funds Investment Act of 1995, as may be amended ("TPFIA") and local ordinances and resolutions governing the investment of the City's public funds. Definitions and terms contained herein are defined in Section 2256.002 of TPFIA.

2 - SCOPE

The City of El Paso Investment Policy (this "Investment Policy") applies to all cash assets of the City as reported in the City's Annual Comprehensive Financial Report except for those funds of the Public Employees Retirement System (PERS) and component units which are governed by other laws, statutes, and ordinances. Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. The City's Investment Strategy is attached as Exhibit "A" and is incorporated for all applicable purposes by reference herein. Investment income will be allocated in accordance with the City's strategy for allocating interest to participating funds as set forth in Appendix "1" to Exhibit "A."

The fund types covered by this Investment Policy are accounted for in the books and records of the City and are as follows:

- a. General Fund (which includes the Cash Reserve Fund);
- b. Special Revenue Funds;
- c. Capital Projects Funds;
- d. Debt Service Fund;
- e. Enterprise Funds;
- f. Internal Service Funds
- g. Fiduciary Funds

3 - GENERAL OBJECTIVES

The primary objectives of the City's investment activities, in order of priority, shall be as follows:

3.1 - Preservation and Safety of Principal

Preservation and safety of principal are the foremost objectives of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit risk. The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- (i) limiting investments to the types of securities listed in Section 6.0 of this Investment Policy;
- (ii) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section 5.0; and
- (iii) diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest rate risk. The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to increases in market interest rates, by:

- (i) structuring the investment portfolio so that securities mature in a manner that cash requirements for ongoing operations will be met, thereby avoiding the need to sell securities on the open market prior to maturity; and
- (ii) investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 9.2.

3.2 - Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. To a large extent, liquidity shall be determined by the flow of revenues and expenditures predicted by the Office of the Comptroller using cash flow projections and historical data. These cash flow projections shall be at least one (1) year in length.

3.3 - Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return/yield throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the preservation and safety of principal and liquidity objectives described above. The City's core investments are limited to low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity unless otherwise deemed appropriate by the City Manager or his/her designee.

4 - STANDARDS OF CARE

4.1 - Delegation of Authority

The authority to manage the City's investment program is derived from the TPFIA, the El Paso City Charter, City Ordinances and Resolutions. The Chief Financial Officer, Comptroller, and Treasury Services Coordinator are designated as the Investment Officers who are responsible for investment transactions; provided, however, that in the event that any or all of the positions are or becomes vacant, the persons acting in such capacity shall be designated as an Investment Officer for the interim period. All investment procedures shall be in writing and approved by the Chief Financial Officer and the City Manager.

An Investment Committee shall be responsible for monitoring, reviewing, and making recommendations regarding the City's cash management and investment program. The Investment Committee will consist of the Chief Financial Officer, Comptroller, Treasury Services Coordinator, OMB Director, and the Chief Internal Auditor. The Investment Committee will report to the City Manager on at least a quarterly basis the activities of the City's investments.

The Comptroller will oversee the activities of the Treasury Division of the Office of the Comptroller Department, and if the Treasury Services Coordinator position is vacant, shall perform, or designate a person to perform, such duties on an interim basis. The Treasury Services Coordinator shall be responsible for the day-to-day financial transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Treasury Services Coordinator shall designate one or more staff as a pro tempore, acting in a limited capacity defined by the Treasury Services Coordinator, in the event circumstances require timely action and the Treasury Services Coordinator is not available.

No other officers or designees may engage in an investment or banking transaction except as provided under the terms of this Investment Policy and the procedures established.

4.2 - Prudence

The City's investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the safety of capital and the yield to be derived. The standard of care to be used by Investment Officers shall be said "prudent person" standard and shall be applied in the context of managing an overall portfolio and whether the investment decision was consistent with the written investment policy of the City.

4.3 - Training

The Investment Officer(s) shall attend at least one (1) training session from an independent source approved by City Council or a designated investment committee advising the Investment Officer(s) as provided for in this Investment Policy of the City and containing at least ten (10) hours of instruction relating to the officer's responsibilities under this Investment Policy and the TPFIA. Such training session shall be taken within twelve (12) months after the Investment Officer(s) takes office or assumes duties. The Investment Officer(s) shall attend an investment training session not less than once in each two-year period that begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date and receive not less than ten (10) hours of instruction relating

to investment responsibilities under this Investment Policy and the TPFIA from an independent source approved by the City Council or a designated investment committee advising the Investment Officer as provided for in the investment policy of the City. This training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with TPFIA.

4.4 - Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict or be perceived to conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. An Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity, as determined by Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this Section 4.4 must be filed with the Texas Ethics Commission and the City Council. For purposes of this Section 4.4, an Investment Officer has a personal business relationship with a business if:

- a. the Investment Officer owns ten percent (10%) or more of the voting stock or shares of the business organization or owns five thousand dollars (\$5,000) or more of the fair market value of the business organization;
- b. funds received by the Investment Officer from the business organization exceeds ten percent (10%) of the Investment Officer's gross income from the previous year; or
- c. the Investment Officer has acquired from the business organization during the previous year investments with a book value of two thousand five hundred dollars (\$2,500) or more for the personal account of the Investment Officer.

Investment Officers, not required by this Section 4.4 to file a disclosure statement, will file a statement with the City Clerk's Office announcing no potential conflicts.

5 – AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

5.1 - Authorized Institutions

Financial institutions (i.e., banks, savings & loans, credit unions) and securities dealers (i.e., brokers, "primary" and "secondary" dealers) with an office located in the state of Texas (preferably El Paso, Texas) may become authorized to sell/purchase negotiable securities to/from the City. Repurchase Agreements may be entered into with primary securities dealers or financial institutions with offices in Texas.

5.2 - Selection

The Investment Committee and the City Manager shall at least annually, review, revise, and adopt a list of qualified financial institutions and securities dealers that are authorized to engage in investment

transactions with the City. Additional financial institutions and securities dealers may be added on a quarterly basis after Investment Committee approval.

5.3 - List of Authorized Institutions

The Treasury Services Coordinator shall maintain an updated list of financial institutions authorized to provide investment services as well as a list of approved security broker/dealers selected by credit worthiness, who maintain an office in the State of Texas. These may include primary dealers, depository banks, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

5.4 - Competition

Bids for investments will be solicited by the Treasury Services Coordinator, as deemed necessary and approved by the Investment Committee, from the approved list of authorized institutions using a competitive bid process in a format designed by the Investment Officer(s). The City's depository bank, once selected, may compete for City investments through the competitive bid process established. Bids for investments may be solicited orally, in writing, electronically, or a combination of these methods. Rate of return will be considered the primary factor when selecting a particular bid. The secondary factor will be location of office, preferably within El Paso, Texas.

5.5 - Requisite Information

All business organizations that desire to become qualified bidders for investment transactions must supply the Investment Officer(s) with the following:

- a. audited financial statements;
- b. proof of National Association of Securities Dealers certification;
- c. trading resolution; and
- d. proof of state registration

5.6 - Audited Financials

Current audited financial statements are required to be on file for each financial institution and broker/dealer with which the City invests.

5.7 - Receipt of Investment Policy

A written copy of this Investment Policy shall be presented to any business organization offering to engage in an investment transaction with the City. For purposes of this subsection, "business organization" means an investment pool or investment management firm under contract with the City to invest or manage the City's investment portfolio that has accepted authority granted by the City under the contract to exercise investment discretion in regards to investing the City's funds. The qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City stating that the organization has received and reviewed the City's Investment Policy, acknowledges that the business organization has implemented reasonable procedures and controls to preclude investment

transactions that are not authorized by the City's Investment Policy, except to the extent that this authorization:

- a. is dependent on an analysis of the makeup of the entire portfolio;
- b. requires an interpretation of subjective investment standards; or
- c. relates to investment transactions of the City that are not made through accounts or contractual arrangements over which the business organization has accepted discretionary investment authority.

5.8 - Denial of Business

No investment business may be conducted with any business organization that has not complied with the certification identified in Section 5.7 above.

6 - AUTHORIZED INVESTMENTS

Except as otherwise provided hereinafter, the City may invest in the following types of securities:

6.1 - Obligations of, or Guaranteed by, Government Entities

- a. The following investments are authorized:
 - (i) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including Federal Home Loan Banks;
 - (ii) direct obligations of the State of Texas or its agencies and instrumentalities;
 - (iii) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by the agency or instrumentality of the United States;
 - (iv) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - (v) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and
 - (vi) interest-bearing banking deposits that are guaranteed or insured by (a) the Federal Deposit Insurance Corporation or its successors or (b) the National Credit Union Share Insurance Funds or its successor.
- b. The following are NOT authorized investments under this Section 6.1:
 - (i) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

- (ii) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (iii) collateralized mortgage obligations which have a stated final maturity date of greater than ten (10) years; and
- (iv) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to changes in a market index.

6.2 - Certificates of Deposit and Share Certificates

a. A certificate of deposit or share certificate is an authorized investment under this Section 6.2 if the certificate is issued by a depository institution that has its main office or a branch office in the State of Texas and is:

- (i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (ii) secured by obligations that are described by Section 6.1(a) herein above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described in Section 6.1(b); or
- (iii) secured in any other manner and amount provided by law of deposits of the investing entity.

b. In addition to the authority to invest funds in certificates of deposit under Section 6.2(a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

- (i) the funds are invested by the City through:
 1. a broker that has its main office or a branch office in this state and is selected from a list adopted by the City in accordance with Section 5.2; or
 2. a depository institution that has its main office or a branch office in this state and that is selected by the City;
- (ii) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
- (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (iv) the City appoints the depository institution selected under Section 6.2(b)(i), a Custodian (as defined in Section 7.3) or a clearing broker/dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as Custodian for the City with respect to the certificates of deposit issued for the account of the City.

6.3 - Repurchase Agreements

a. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:

- (i) has a defined termination date;
- (ii) is secured by a combination of cash and obligations described in Section 6.1a(i) or 6.4;
- (iii) requires the securities being purchased by the City or the cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
- (iv) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.

b. In this Section 6.3, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 6.1a(i), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed ninety (90) days after the date the reverse security repurchase agreement is delivered.

d. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

e. The City in the proceedings to authorize obligations or a credit agreement, or in a credit agreement, may agree to waive sovereign immunity from suit or liability for the purpose of adjudicating a claim to enforce the credit agreement or obligation or for damages for breach of the credit agreement or obligation.

6.4 - Commercial Paper

a. Commercial paper is an authorized investment under this Section 6.4 if the commercial paper:

- (i) has a stated maturity of 365 days or fewer from the date of its issuance; and
- (ii) is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - 1. two nationally recognized credit rating agencies; or
 - 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

6.5 - Mutual Funds

a. A no-load money market mutual fund is an authorized investment under this Section 6.5 if the mutual fund:

- (i) is registered with and regulated by the Securities and Exchange Commission;
- (ii) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
- (iii) complies with Securities Exchange Commission Rule 2a-7 (17 C.F.R. Section 270. 2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.)

b. In addition to a no-load money market mutual fund permitted as an authorized investment in Section 6.5a., a no-load mutual fund is an authorized investment under this Section 6.5, if the mutual fund:

- (i) is registered with the Securities and Exchange Commission;
- (ii) has an average weighted maturity of less than two (2) years; and
- (iii) either:
 - 1. has a duration of one year or more and is invested exclusively in obligations approved by this Section 6.5; or
 - 2. has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities

c. The City is not authorized by this Section 6.5 to:

- (i) invest in the aggregate more than fifteen percent (15%) of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Section 6.5b.;
- (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Section 6.5b.; or
- (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in subsection a. or b. in an amount that exceeds ten percent (10%) of the total assets of the mutual fund.

6.6 - Investment Pools

a. The City may invest its funds and funds under its control through an eligible investment pool if the City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by Section 6.0. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this Section 6.6 and the investment policies and objectives adopted by the investment pool.

b. To be eligible to receive funds from and invest funds on behalf of the City under this Section 6.6, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City, an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (i) the types of investments in which money is allowed to be invested;
- (ii) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (iii) the maximum stated maturity date any investment security within the portfolio has;
- (iv) the objectives of the pool;
- (v) the size of the pool;
- (vi) the names of the members of the advisory board of the pool and the dates their terms expire;
- (vii) the custodian bank that will safe keep the pool's assets;
- (viii) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (ix) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (x) the name and address of the independent auditor of the pool;
- (xi) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (xii) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- (xiii) the pool's policy regarding holding deposits in cash.

c. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City:

- (i) investment transaction confirmations; and
- (ii) a monthly report that contains, at a minimum, the following information:
 - 1. the types and percentage breakdown of securities in which the pool is invested;
 - 2. the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - 3. the current percentage of the pool's portfolio in investments that have stated maturities of more than one (1) year;

4. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 5. the size of the pool;
 6. the number of participants in the pool;
 7. the custodian bank that is safekeeping the assets of the pool;
 8. listing of daily transaction activity of the entity participating in the pool;
 9. the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 10. the portfolio managers of the pool; and
 11. any changes or addenda to the offering circular.
- d. The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- e. In this Section 6.6, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
- f. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a one dollar (\$1.00) net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
- g. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:
- (i) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 of the Government Code and managed by a state agency; or
 - (ii) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- h. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

- i. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Sections 6.6(b), (c)(ii), and (f) must be posted on the website.
- j. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this Section 6.6, an investment pool must make available to the City an annual audited financial statement of the investment pool in which the City has funds invested.
- k. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

7 - COLLATERALIZATION/LIMITS/CUSTODY

7.1 - Collateralization

Collateralization will be required for deposits of public funds in demand deposit accounts, certificates of deposit, and repurchase agreements. In accordance with Texas Government Code Chapter 2257.022 "Amount of Collateral", the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- a. Increased by the amount of any accrued interest; and
- b. Reduced to the total extent that the United States or an instrumentality of the United States insures the deposit.

Collateralization percent coverage will be outlined in the Collateral Agreement as part of the City's Depository Agreement Contract with the awarded Banking Institution. All other on demand deposit accounts that are not included in the City's Depository Agreement Contract will be required to adhere to the collateralization percent coverage stated in the awarded depository contract.

7.2 - Limits

The City chooses to limit the type of collateral required to the eligible security instruments identified in Section 6.1 hereinabove.

7.3 - Custody

Collateral will always be held by an independent third party Custodian with whom the City has a current custodial agreement. A clearly marked evidence of ownership (e.g., safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution may be granted to the Custodian with prior written approval of the Investment Officer(s).

The Custodian shall be approved by the City and be:

- a. a state or national bank that is designated by the State Comptroller as a State depository and has its main office or branch office in the State of Texas and has a capital stock and permanent surplus of \$5 million or more;
- b. the Texas Treasury Safekeeping Trust Company;
- c. a Federal Reserve Bank or a branch of the Federal Reserve Bank; or

- d. a federal home loan bank.
- e. a financial institution authorized to exercise fiduciary powers and that is designed by the State Comptroller as a custodian pursuant to Government Code 404.031(e)

8 - SAFEKEEPING AND CUSTODY

8.1 - Delivery vs. Payment

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

8.2 - Safekeeping

Securities will be held by a third party custodian designated by the Treasury Services Coordinator as evidenced by safekeeping receipts in the City’s name. The safekeeping institution shall provide, annually, a copy of their most recent report on internal controls (Reporting on Controls at a Service Organization as per Statement on Standards for Attestation Engagements No. 16, or SSAE 16 issued by the American Institutes of Certified Public Accountants or AICPA).

8.3 - Electronic Funds Transfer

The City may use electronic means to transfer or invest all funds collected or controlled by the City.

9 - INVESTMENT PARAMETERS

9.1 - Portfolio Diversification

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

<u>Investment Type</u>	<u>% of Portfolio</u>
U.S. Treasury Notes/Bonds/Bills	100%
Local Government Investment Pools	80%
U.S. Agencies	75%
Municipal Bonds	75%
Certificates of Deposit	50%
Repurchase Agreements	50%
Money Market Mutual Funds	15%
Commercial Paper	15%
Share Certificates	5%

This Investment Policy incorporates the City’s Investment Strategy and as such, will allow for diversification of investments to the extent practicable considering yield, collateralization, investment costs, and available bidders. Diversification by investment institutions shall be determined by an

analysis of yield, collateralization, investment costs, and available bidders. Diversification by types of securities and maturities may be as allowed by this Investment Policy and the TPFIA.

9.2 - Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. However, the maximum maturities for any single investment shall not exceed three (3) years. The maximum dollar-weighted average maturity for the City's overall investment portfolio will not exceed two (2) years.

9.3 - Effect of Loss of Required Rating

This Investment Policy requires certain minimum ratings of certain investments. At least weekly, the Treasury Services Coordinator will review the ratings of each of the investments in the City's portfolio that require a minimum rating and will notify the Investment Committee of any negative changes. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

9.4 – Divestiture of Unauthorized Investments

In the event that the City assumes possession of investments not authorized by this Investment Policy, whether as the result of a donation, the settlement of an obligation to the City, or as a result of any other circumstance, transaction, or event, the City's Investment Officers shall proceed with the orderly liquidation of such investments. The proceeds from such liquidation will be recorded in the books and records of the City in accordance with the City's policy or policies corresponding to the original purpose related to the receipt of the unauthorized investment.

9.5 – Investment of Bond Proceeds and Pledged Revenue

- a. In this section, "pledged revenue" means money pledged to the payment of or as security for:
 - (i) Bonds or other indebtedness issued by the City
 - (ii) Obligations under a lease, installment sale, or other agreement of the City; or
 - (iii) Certificates of Participation in a debt or obligation described by subdivision (i) or (ii)
- b. The Investment Officer or Officers may invest bond proceeds or pledged revenue only to the extent permitted by Section 2256.0208 of the TPFIA in accordance with:
 - (i) Statutory provisions governing the debt issuance or the agreement, as applicable; and
 - (ii) The City's Debt Policy regarding the debt issuance or the agreement, as applicable

10 - MONITORING AND REPORTING

10.1 - Content of Report

The Investment Officer(s) shall submit, not less than quarterly, a report to the City Manager, Mayor and City Council, with a copy provided to the City Clerk. Said report shall:

- a. describe in detail the investment position of the City on the date of the report;
- b. be prepared jointly by all Investment Officers of the City;
- c. be signed by each Investment Officer of the City (signatures may be electronic if such method is deemed most prudent by the Investment Officers given then current circumstances and events);
- d. contain a summary statement of each pooled fund group that states the:
 - (i) beginning market value for the reporting period;
 - (ii) ending market value for the period; and
 - (iii) fully accrued interest for the reporting period;
- e. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- f. state the maturity date of each separately invested asset that has a maturity date;
- g. state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- h. state the compliance of the investment portfolio of the City as it relates to:
 - (i) the Investment Strategy expressed in the City's investment policy; and
 - (ii) relevant provisions of Chapter 2256 of the Government Code.
- i. be submitted within forty-five (45) days after the end of the period.

10.2 - Annual Audit

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer(s) under this Section 10.0 shall be formally reviewed at least annually by an independent external auditor, and the result of the review shall be reported to the City Council by that auditor.

10.3 - Compliance Audit

In conjunction with the City's annual financial audit, the external auditor shall perform a compliance audit of management controls on investments and adherence to the City's established investment policy. This audit shall provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition and that those transactions are executed in compliance with policies and procedures established by this Investment Policy.

10.4 – Market Price monitoring

Independent market pricing will be gathered at least monthly by the Treasury Services Coordinator. The market value and any unrealized gain or loss of the City's portfolio will be calculated on at least the same frequency.

11 - INVESTMENT POLICY ADOPTION

This Investment Policy is intended to amend and restate the existing City Investment Policy. The City's Investment Policy shall be reviewed and adopted annually by resolution of the City Council. Any modifications must first be approved by the Investment Committee and City Manager; secondly, be approved and recommended to City Council for approval by the City's Financial Oversight and Audit Committee that is assigned oversight of financial matters, and subsequently adopted by City Council.

EXHIBIT A - INVESTMENT STRATEGY

The City's investment strategy establishes the investment objectives of each of the fund types identified in the City's Investment Policy based on the needs and characteristics of each of the funds. These encompass the following criteria in order of importance:

- a. understanding of the suitability of the investment to the financial requirements of the entity;
- b. preservation and safety of principal;
- c. liquidity;
- d. marketability of the investment if the need arises to liquidate the investment before maturity;
- e. diversification of the investment portfolio; and
- f. yield.

The City is not in the investment business as a primary means of earning revenue. Therefore, the City will not participate in active buy/sell management of the portfolio. The Investment Officer(s) will invest for specific maturities to meet the cash needs of the City. The cash available and the cash requirements for the City will be determined on a day-to-day basis by the Office of the Comptroller Department and reported to the Investment Officer(s). Cash required within ten (10) days will be invested in overnight repurchase agreements, an approved mutual fund, or an approved investment pool in order to assure immediate liquidity. Interest earned on "overnight" investments listed above will be included in the total of interest revenue to be allocated to those primary funds having both an investable equity in pooled cash and a right to earn interest based on the City's Investment Policy. To enhance liquidity, investments will be purchased but not individually or formally associated with a specific primary fund's equity in pooled cash. Any cash in excess of immediate needs (more than 10 days) will be invested in longer term investments based on the needs and restrictions associated with specific fund's equity in pooled cash, and upon prudent consideration of current market yields and trends. Interest revenue will be allocated to those funds designated by this policy based on the allocation strategy at Appendix 1 to this Exhibit.

SPECIFIC CITY FUNDS

a. General Fund

The General Fund is the primary operating fund of the City in which most activity occurs. Cash requirements are large and immediate. Investments will be made with highly liquid instruments to mature on specific dates particularly to meet payroll requirements. These investments will most frequently be of durations of less than six (6) months. Specific investments identified as appropriate are, but not limited to, U.S Treasury bills, U.S. Treasury notes, repurchase agreements, certificates of deposit, and investments in mutual funds. Cash reserves in the General Fund are established by Section 7.4 of the City Charter and are to be maintained in an amount no less than five percent (5%) of the prior year's adopted general fund operating expenditure budget. The interest on this cash reserve shall be transferred to the City's Capital Acquisition Sub fund that is a definable component

of the Capital Project Fund. This cash reserve is also available for short-term lending to other funds of the City for periods not greater than one (1) year. For emergency liquidity purposes, up to twenty-five percent (25%) of the cash reserve shall be in investments with maturities no greater than one (1) year. Specific investments identified as appropriate for maturities no greater than one (1) year are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposits, and mutual funds. The remaining seventy-five (75%) of the fund shall be in investments with maturities greater than one (1) year. In order to maximize yield, these investments may be in treasury bonds. If funds lent from this fund earn interest in another fund, the interest shall be transferred to the cash reserve balance, and then transferred to the City's Capital Acquisition Sub fund.

b. Special Revenue Funds

Special Revenue Funds are used to fund special operating accounts and finance capital projects and include but are not limited to, projects funded by Federal and State grants. There will rarely be an investable equity balance in these funds. However, should the nature of the grants provide for "up front" funding and require allocation of interest income to the cash balances in the grants, specific investments identified as appropriate are the same as those identified above for the General Fund.

c. Capital Projects Funds

Capital Projects Funds are generally funded by debt instruments and other revenue sources issued or obtained by the City. Investment activity for each debt instrument may be segregated if required by law to determine if any arbitrage rebate liability may exist. Investments will be based on cash flow estimates recommended by the City's Capital Improvement Plan Director, with the approval of the Chief Financial Officer. Based on these approved recommendations, the Chief Financial Officer will estimate cash requirements and maturities for each project. The Investment Officers will then make investments to meet the cash flow requirements for each project. Interest earnings first will be recorded in the Capital Projects Fund. If interest proceeds remain in the Capital Projects funds after the project(s) is completed, these proceeds may be transferred to the Debt Service Fund to extinguish the debt whose proceeds are being invested in accordance with bond covenants. Specific investments identified as appropriate are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposit, mutual funds, investment pools, and treasury bonds.

d. Debt Service Fund

A Debt Service Fund is established by the City to record revenues and expenditures related to the extinguishment of the debt through timely payment of principal and interest. The primary source of money is from property taxes and specifically pledged revenues. Investments will have a maturity of no more than one (1) year in order to meet the periodic payments as required. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

e. Enterprise Funds

Enterprise Funds are for the operational and capital needs of the El Paso International Airport (except the Passenger Facility Charge), the Mass Transit Department (Sun Metro), the International Bridges, Tax Office and Environmental Services Department. Investments may be of longer maturities based on projected cash flow requirements. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

f. Internal Service Funds

Internal Service Funds are extensions of the General Fund which are to be operated with cash reserves for exigencies and, therefore, should have appropriate cash balances. An Internal Service Fund that accumulates and maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000) will be allocated investment earnings.

g. Fiduciary Funds

Investments related to Fiduciary Funds will be made by the City as specified in the Fiduciary Fund's agreement, if applicable. Daily earnings on Fiduciary Funds will be credited to the General Fund to offset the cost of maintaining these funds.

APPENDIX 1 TO EXHIBIT A - STRATEGY FOR ALLOCATING INTEREST TO PARTICIPATING FUNDS

ALLOCATION OVERVIEW

Allocable interest income is the interest received for the period adjusted for accretion/amortization of investments purchased at a discount/premium as well as any bank charges incurred while pursuing a strategy of maximizing the yield on available cash. Allocable interest will be distributed ratably to particular funds based on the ratio of a fund's net pooled cash to the total net pooled cash of all participating funds. A participating fund is one that is eligible to earn interest revenue as discussed below because the fund maintains an overall positive net cash position for the period. The interest allocation is credited to the funds by a journal entry to debit Pooled Cash and credit Investment Interest Revenue.

For Enterprise Funds, "net cash" in pooled cash is the average daily balance maintained for the period by the combined Enterprise Funds by type. A fund's deficit in cash will be offset with its related funds' surpluses in cash. To the extent that there is an overall deficit for the combined funds the Enterprise Fund will be excluded from the interest allocation for that period.

FISCAL PROJECTS – DISCUSSION OF ELIGIBILITY TO PARTICIPATE IN THE ALLOCATION OF INTEREST

FUND

General Fund

DISCUSSION

All components of the General Fund group earn interest. The Cash Reserve fund earnings are transferred to the Capital Acquisitions fund in the Capital Projects group.

Capital Projects

All components of the Capital Projects group earn interest if the Capital Projects have sufficient cash balances to warrant allocation. If capital projects are funded with bonded debt whose covenants require interest earnings to be transferred to the Debt Service fund, investment revenue is recorded in Capital Projects and then transferred to Debt Service.

Internal Service

Components earn interest if the fund maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000).

Special Revenue

Certain Special Revenue funds are eligible. Only those grants with covenants requiring allocation of interest earnings are eligible.

Agency Funds (unless specifically designated)

None are eligible to earn interest.

Debt Service

All are eligible to earn interest.

Enterprise Funds

All are eligible to earn interest except the Passenger Facility Charge monies in the Airport Enterprise fund which are kept separate in interest bearing accounts as mandated by Federal regulations.

Pension Funds

None are eligible to earn interest.

Discretely Presented Component Units

None are eligible to earn interest.

Private-Purpose Trusts

Certain donations and bequests are eligible to earn interest.



Legislation Text

File #: 25-1263, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 1, 3, 4, 5, 6, 7

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).
[POSTPONED FROM 10-28-2025]

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Environmental Services Department

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra

PHONE NUMBER: 915-212-6000

DISTRICT(S) AFFECTED: 1, 3, 4, 5, 6, 7

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

BACKGROUND / DISCUSSION:

Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff.

Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup.

- Administrative fee (mandatory) \$25.00
- Lead Solid Waste Service Worker (mandatory) \$23.00/hour
- Equipment Operator \$20.00/hour/person
- General Service Work \$14.00/hour/person
- Robot \$10.00/hour each



COMMUNITY AND STAKEHOLDER OUTREACH:

City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.

PRIOR COUNCIL ACTION:

Routine item - similar items brought regularly for different addresses.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E.
Date: 2025.09.30 15:47:22 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1 SPANISH COURTS, LOT 33 (PRIVATE OPEN AREA)
(4683.72 SQ FT), City of El Paso, El Paso County, Texas, PID
#S564-999-0010-3300

to be \$564.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$564.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AT&T WIRELINE HOLDING LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 22-A (2405.04 Sq Ft), Block 82, West Hills #22 (Amend Plat #2) Subdivision, City of El Paso, El Paso County, Texas, PID #W145-999-0820-22A0

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CALDERON XIADANY, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7416 Alameda Ave, more particularly described as 26, YSLETA TR
5-A (1.17 AC), City of El Paso, El Paso County, Texas, PID #Y805-
999-0260-0501

to be \$327.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS (\$327.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PINA VICTOR M & CONSUELO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10232 Suez Ave, more particularly described as Lot 11 (8925 Sq Ft), Block 134, Eastwood Heights #H Subdivision, City of El Paso, El Paso County, Texas, PID #E222-999-1340-5100

to be \$348.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY EIGHT AND 50/100 DOLLARS (\$348.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ROBERTO & ROSE M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10733 Aquamarine Dr, more particularly described as Lot 15, Block
4, Shearman Subdivision, City of El Paso, El Paso County, Texas,
PID #S363-999-0040-2900

to be \$342.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 50/100 DOLLARS (\$342.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

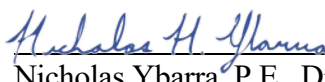
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NATIONAL GUARD ARMORY, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9100 N Gateway Blvd, more particularly described as Lot 1 (Exc Nly Pt) (10.8000 Ac), Block 1, Castner Range Subdivision, City of El Paso, El Paso County, Texas, PID #C232-999-0010-0100

to be \$518.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHTEEN AND 50/100 DOLLARS (\$518.50) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ANASTACIO F & KEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9228 Mount San Berdu Dr, more particularly described as Lot 9
(6630 Sq Ft), Block 10, Tobin Park #1 Subdivision, City of El Paso,
El Paso County, Texas, PID #T527-999-0100-3300

to be \$574.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY FOUR AND 50/100 DOLLARS (\$574.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROBINSON MERCINE M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9920 Audobon St, more particularly described as 54, MILAGRO HILLS #5 N 36 FT OF 6 & S 47 FT OF 7 (8300 SQ FT), City of El Paso, El Paso County, Texas, PID #M425-999-0540-2500

to be \$1426.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FOUR HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$1426.00) to be a lien on the above described property, said amount being due

and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

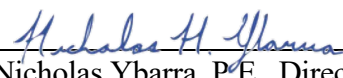
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DUBOSE ISAAC A & MASOUMEH N, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

14303 Spanish Point Dr, more particularly described as Lot 12
(4845.75 Sq Ft), Block 173, Tierra Del Este #49 Subdivision, City
of El Paso, El Paso County, Texas, PID #T287-999-1730-1200

to be \$413.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTEEN AND 00/100 DOLLARS (\$413.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANTANA MICHAEL J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

14232 Silver Point Ave, more particularly described as Lot 26,
Block 264, Tierra Del Este #62 Subdivision, City of El Paso, El Paso
County, Texas, PID #T287-999-2640-2600

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

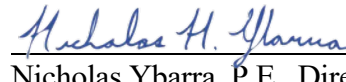
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE LA CRUZ LUIS H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

PALO VISTA LOT 70, City of El Paso, El Paso County, Texas,
PID #P189-999-000B-4100

to be \$512.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWELVE AND 50/100 DOLLARS (\$512.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

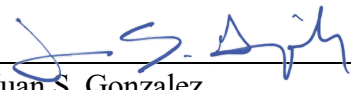
Renard U. Johnson
Mayor

ATTEST:

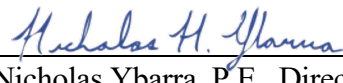
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUTIERREZ DAVID JR & R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

WELLS PARK LOT 33, City of El Paso, El Paso County, Texas,
PID #W123-999-000A-5900

to be \$512.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWELVE AND 00/100 DOLLARS (\$512.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

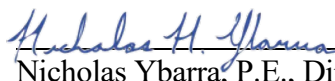
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVAR CULTURE LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

354 VISTA DEL SOL #79 PT OF 1 BEG 516.24 FT WLY OF NEC
(298.34 FT ON ST-200.01 FT ON ELY-305.98 FT ON SLY-200.01
FT ON WLY) (60443.47 SQ FT), City of El Paso, El Paso County,
Texas, PID #V893-999-3540-0210

to be \$671.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$671.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

ATTEST:
Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Juan S. Gonzalez
Senior Assistant City Attorney

Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR JARED, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

11614 Chito Samaniego Dr, more particularly described as 4 VISTA GRANADA #1, LOT 5 & ELY 10.36 FT OF 4 (12498 SQ FT), City of El Paso, El Paso County, Texas, PID #V894-999-0040-0900

to be \$383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$383.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILLIAMS MINNIE B, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7848 Parral Dr, more particularly described as Lot 13, Block 14,
Ranchland Hills Subdivision, City of El Paso, El Paso County,
Texas, PID #R200-999-0140-9700

to be \$457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$457.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Juan S. Gonzalez
Senior Assistant City Attorney

Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTIZ GILBERTO M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9228 Tenango Dr, more particularly described as 12, COLONIA DEL VALLE, 11 EXC TRIA ON SW (119.12 FT ON SW-1.5 FT ON N-118.99 FT ON NE) (8235 SQ FT), Block Subdivision, City of El Paso, El Paso County, Texas, PID #C732-999-0120-2100

to be \$330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS (\$330.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

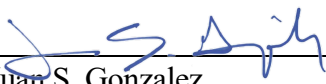
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, THE KISTENMACHER TRUST, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9525 Desert Ridge Dr, more particularly described as Lot 20, Block
1, Desert Ridge Subdivision, City of El Paso, El Paso County,
Texas, PID #D458-999-0010-4100

to be \$676.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY SIX AND 50/100 DOLLARS (\$676.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

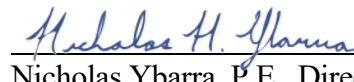
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ-ROMERO YASSEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10216 Montwood Dr, more particularly described as 83,
EASTWOOD HEIGHTS #E, E 77.8 FT OF 8 (9336.00 SQ FT),
City of El Paso, El Paso County, Texas, PID #E222-999-0830-4100

to be \$458.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY EIGHT AND 50/100 DOLLARS (\$458.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

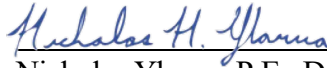
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A
SOLID WASTE LIENS
October 28, 2025

Address	Owner of Record	Amount	District
PID# S564-999-0010-3300	ESCOBAR ENRIQUE	\$564.00	1
PID# W145-999-0820-22A0	AT&T WIRELINE HOLDING LLC	\$344.00	1
7416 ALAMEDA AVE	CALDERON XIADANY	\$327.00	3
10232 SUEZ AVE	PINA VICTOR M & CONSUELO	\$348.50	3
10733 AQUAMARINE DR	MARTINEZ ROBERTO & ROSE M	\$342.50	4
9100 N GATEWAY BLVD	NATIONAL GUARD ARMORY	\$518.50	4
9228 MOUNT SAN BERDU DR	MARTINEZ ANASTACIO F & KEL	\$574.50	4
9920 AUDOBON ST	ROBINSON MERCINE M	\$1,426.00	4
14303 SPANISH POINT DR	DUBOSE ISAAC A & MASOUMEH N	\$413.00	5
14232 SILVER POINT AVE	SANTANA MICHAEL J	\$344.00	5
PID# P189-999-000B-4100	DE LA CRUZ LUIS H	\$512.50	6
PID# W123-999-000A-5900	GUTIERREZ DAVID JR & R	\$512.00	6
PID# V893-999-3540-0210	NAVAR CULTURE LLC	\$671.00	7
11614 CHITO SAMANIEGO DR	ESCOBAR JARED	\$383.00	7
7848 PARRAL DR	WILLIAMS MINNIE B	\$457.00	7
9228 TENANGO DR	ORTIZ GILBERTO M	\$330.00	7
9525 DESERT RIDGE DR	THE KISTENMACHER TRUST	\$676.50	7
10216 MONTWOOD DR	SANCHEZ-ROMERO YASSEL	\$458.50	7



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1329, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Josette Pelatan to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.



Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	11/04/25
Name of Board	City Accessibility Advisory Committee
Agenda Posting Language	
Appointment of Josette Pelatan to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.	
Appointment Type	Regular
Member Qualifications	
Please see resume.	
Nominee Name	Josette Pelatan
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Edmundo Rodriguez
Reason for Vacancy	Term Expired
Date of Appointment	11/04/25
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term



Josette Pelatan. PhD

INTERDISCIPLINARY INSTRUCTOR, RESEARCHER, FILMMAKER &
ENTREPRENEUR

Dedicated to Creating a Positive Learning Environment and Making a Difference in People's Lives

PROFESSIONAL PROFILE

Dedicated, resourceful, and innovative instructor/research, and aspiring principal, who strives to help students change marginal grades into good grades and supports colleagues and administration in facilitating each student's social and intellectual growth by creating an atmosphere of mutual respect and open communication. Exceptional communicator with students, with a caring and diplomatic manner. Encourages socialization to make education an enjoyable part of life.

- . 07/01/22 - 08/25/24- Pre-med. Instructor (Health Sciences, Pharmacy, Medical Terminology & Pathophysiology instructor) at Da Vinci
Burnhamwood Charter School District
Full-time pre-medical sciences' education
- . 07/02/21-04/30/23- ESL instructor
EPCC Language Institute
Part-time instructor
- . 06/17/21-12/22/21- LIFT & GED instructor & Adult Probation instructor
YWCA & AARP trainer
General Adult Education
- . 07/12/20-12/22/21 - Transmountain Early College & Irvin High School
El Paso Independent School District
9th, 10th, 11th, 12th grade French Teacher
- . 12/15/18- 09/07/19 - Peer Support Specialist
Project Amistad
Volunteer Case Worker/Counselor
- . 05/22/18- 03/30/23- University of Texas at El Paso
UTEP English Language Institute
Part-time English instructor
- . 10/16/18- 11/01/18 - Chapin High School
El Paso Independent School District

- 9th, 10th, 11th, 12th grade AP French teacher.
- . 06/01/14- 08/26/17- University of Texas at El Paso
College of Liberal Arts
Part-time French lecturer
- . 01/05/14- 06/02/14- *El Paso Academy* – East
English Literature- Level 3 & 4
Permanent Substitute
- . 08/20/13- 12/20/13- University of Texas at El Paso
Graduate and Research Assistant- *Project LEAD*
Part-Time Instructor and Research Assistant
- . 08/13/11- 04/30/23 - *El Paso Community College*
Reading/ESL Instructor
Adult Credit Courses for Native Speakers & Non-Native Speakers
- . 08/10/11- 11/04/11 - Eastwood High School
Ysletta Independent School District
9th, 10th, 11th, 12th grade French teacher.
- . 06/15/11- 12/30/19 - *La Paz Language Academy*
French, ESOL, and Spanish Instructor
(7th & 8th grade Spanish to El Paso Jewish Academy for *La Paz*
Language Academy)
- . 02/24/10- 08/10/11 - Riverside Middle School
Ysletta Independent School District
7th and 8th grade French teacher (& Volleyball Coach)
- . 07/12/09- 02/15/10 - SAT prep. Instructor
Private Korean School
SAT Reading/Writing/Maths Instructor- 9th to 12th grade
- . 03/26/07-08/01/09 - Foreign Language Translator
Language Trainers
Language Professor and Translator
- . 09/12/04- present - French instructor
L'Alliance Française d'El Paso
French teacher and professor for all levels

EDUCATION AND CERTIFICATION

- . *Certifica Des Camboux* (France) - 2001
- . General Educational Diploma (GED) - 2003
- . Recognized as a teacher and professor by AFDEP- 2004
- . CPR/First Aid/MHFA Certificate – 2005 (renewed every 2 years)
- . Bachelor's degree from UTEP- Summer 2009
- . LOTE (French) Certification - 2011
- . Bilingual Teaching Language Proficiency Test (Spanish/English) - 2011
- . Pedagogy & Professional Responsibilities EC-12- 2012
- . Nominated for Adjunct Faculty Award at EPCC- Fall 2012
- . Project LEAD Scholarship- Spring 2013
- . Master Education (Social Justice; Politics & Language Acquisition) - UTEP- Fall 2013
- . Accepted into UTEP Education (TLC) PhD program- Cohort 6- Fall 2013
- . Customer Service & Sales Certification – Summer 2022
- . Accepted into UTEP Interdisciplinary Health Science (IDHS) PhD program – Summer 2022
- . *Sabrosa Vida* – Food & Health training – Fall 2023

- . PhD in Interdisciplinary Health Sciences (focused on neurology) - Summer 2024
- . Bilingual Education Certification (Spanish/English) – Fall 2024
- . English as a Second Language Certification (ESL) – Fall 2024
- . LOTE (Spanish) Certification – Fall 2026 (in progress)
- . iCEV CTE Certification – Fall 2024
- . Health Sciences Certification – Spring 2024
- . Principal Certification Program– (accepted 07/29/2025) Fall 2027

[Fundraiser by Josette Pelatan : Principal Certification & continuing to beat the odds](#)

Educational Goal:

Gain further knowledge, degrees, and certifications, in Leadership and Health Sciences with a focus in Neurology and contribute to medical research and social justice development. Acquire a Principal Certification and contribute to the improvement of Educational and Health Care policies.

Professional Goal:

Contribute actively to community improvement using knowledge and applied skills in Health Sciences, Public Health, Political Science, Educational Leadership, Peer Support, Language Acquisition and Teaching.

Become a multi-/trans- & interdisciplinary scholar involved in arts, social justice, and science, to breakdown divisive, categorical boundaries, and labels.

SELECTED SKILLS AND ACCOMPLISHMENTS

Curriculum Development

- >Developed innovative curriculum to instruct individual students or small groups.
- >Used unconventional methods and resources to educate students in grammar and spelling.
- >Created comprehensive classroom social studies learning, resource, and encouraging student to take home, use, and learn material.
- >Created TEA lesson plans for health sciences, pharmacy, medical terminology, and pathophysiology.

Educational Assessment

- Volunteered to instruct in Juarez orphanage to fulfill a need for children requiring additional assistance outside the classroom.
- Reviewed numerous classroom assessment methods and techniques-adopted effective tools that were compliant.
- Recognized the need for appropriate pacing, and delay time to ensure all students understood.

COURSES TAUGHT AT EPCC

RESL 0302

RESL 0305

RESL 0306

ESL 0325 Listening & Speaking

ESL 0335 Grammar I

ESL 0336 Grammar II

ESL 0315 Reading/Writing I

ESL 0316 Reading/Writing II

ESL 0317 Reading/Writing III

ESL 0340 Advanced Reading

ESL 0341 Advanced Writing

IEP level I to VI – Listening & Speaking

Reading & Writing

Grammar

FT level I to VI - Listening & Speaking

Reading & Writing

Grammar

ENGL 1301

ENGL 1302

COURSES TAUGHT AT UTEP

COURSES TAUGHT AT THE ENGLISH LANGUAGE INSTITUTE

FREN 1

PRONUNCIATION OF ENGLISH &
ACCENT REDUCTION 1

FREN 2

PRONUNCIATION OF ENGLISH &
ACCENT REDUCTION 2
BASIC GRAMMAR
BUSINESS ENGLISH

ENGL 1301

BASIC/INTERMEDIATE/ADVANCED
LISTENING & SPEAKING
ESL CHILDREN CAMP
CONVERSATION
TOEFL Practice
READING 4
WRITING 6

VOLUNTEER JOBS

Feral Cat Program - 2013- present
Trap/Fix/Vaccinate & Release
Trapper

Rescue Mission - 2013-2019
Cleaning & Kitchen duty

FTHAR- 2013-2020
From the Heart Animal Rescue
Fostering Program

TEI – 2015-2020
Texas Empowerment Initiative
Member & Advocate

MHFA – 2018 – present
Mental Health First Aid

- Trainer for Law Enforcements, Providers & Community Members –
Adults
- Trainer for Family Members, and Schools' Faculty & Staff –
Children & Teenagers

NAMI- 2015- present

National Alliance on Mental Illnesses

Texas State Trainer & Presenter & Support Group Facilitator

- IOOV presenter & State Trainer (English/Spanish)
- Provider's presenter &
- Family to Family Presenter & Trainer (English/Spanish)
- Ending the Silence Presenter (ETS)
- Connections Facilitator (English/Spanish)
- Parents and Teachers as Allies Presenter (English/Spanish) (PTA)
- Bridges of/to Hope Presenter
- NAMI Smarts Advocate
- NAMI Homefront Presenter & State Trainer (English/Spanish)
- NAMI Smarts (2024) – in progress
- NAMI Texas Public Policy Committee (PPC) Member – 2020-present
<https://namitexas.org/about-nami-texas/our-staff/>
- NAMI Texas Peer Leader Council (PLC) Texas – *Primary representative*- 2020 – 2021
[Peer Leadership Council – NAMI Texas – NAMI Texas](#)
- NAMI Texas Peer Leader Council (PLC) Texas – *Alternate representative*- 2023 – present
[Peer Leadership Council – NAMI Texas – NAMI Texas](#)

CASA- 2015-2017

Case Appointed Special Advocate

Advocate for Children in the Court system

https://www.facebook.com/CASAOofElPaso/photos/a.101960843226170/846086095480304/?paipv=0&eav=AfbsRfv18b3DAPt11Z7LrWy7r_nCeVIgN3aGH0hdWLqkxzSuhlphk

[FqqHMzjIn8KEA&_rdr](#)

Big Brothers & Big Sisters – 2017-2018 / Fall 2024

Volunteer/ Dancer / Partaking in Fundraising for Dance for Kids' Sake

<https://app.elevatedfundraising.com/enroll/telethon/vYXLz>

DMSC- 2018

Detained Migrant Society Committee

Advocate, translator, interpreter, and raise funds for Detained Migrants

Project AMISTAD – 2018-2019

Peer Support Specialist/Mentor

MuttLove AR-2019- present

MuttLove Dog Rescue

Foster & Fundraising Program

<http://muttlovin.weebly.com/contact.html>

Food & Housing Equity Council – 2022- present

UTEP council aiming at helping all students have access to basic needs.

<https://elpasoansfightinghunger.org/files/41636-FS-ReportFinal2023-01-10.pdf>

Disability Rights Texas – 10/01/24 – 09/30/27

Board of Directors

<https://disabilityrightstx.org/en/home/>

Access Advisory Committee (AAC) – 11/2025

Board Member

[Access Advisory Committee - El Paso Transportation Authority](#)

PAIMI Advisory Council – Sept. 2027 (upcoming)

Board Member

<https://disabilityrightstx.org/en/home/>

SCHOLARSHIPS & AWARDS & RECOGNITION

EPCC Valentine Poetry contest – February 2007

LEADS Program- August 2013

Bazaar Models- September 2018

NAMI IOOV- 2019

NAMI Member- 2020

El Paso Leadership & Advocacy – 2019/2020

NAMI Providers-2021

Border Aids Art Exhibit – December 2022

Chrysalis Publication – Fall 2023

Border Aids Art Exhibit – December 2023

Snappy Fingers Slam Poetry – December 2023

Bold Spirit of Achievement Hogg Foundation – Summer 2024

Francesa "Chicana de Corazon" Meet Me Here magazine – Summer 2024

UTEP Food Pantry Fundraising interview & poem – Fall 2024
International Museum of Art – Sun Bowl Art Exhibit – 11/07/2024-01/19/2025
Mark Korenek Peer Quality of Life Award – October 2025

FEATURED IN:

- **Families for Depression Awareness (FFDA)**
 2018 – Pamphlet
<https://www.familyaware.org/>
- **Emergence Health Network (EHN)**
 2020 – Video
<https://www.facebook.com/EmergenceHealthNetwork/videos/340228600578176>
- **Families for Depression Awareness (FFDA)**
 2021 – Video
<https://www.youtube.com/watch?v=BwQV7Y8ovgs&t=2s>
- **National Alliance on Mental Illnesses (NAMI)**
 2021 – Video
<https://www.youtube.com/watch?v=B8wutSK33qY>
- **Border Aids Partnership (El Paso)**
 2022 – Art Pieces (3)
<https://www.facebook.com/BORDERAIDSPARTNERSHIP/videos/448689093966954>
- **Food and Housing Security Council (UTEP)**
 2022- Project Report (p.65)
<https://elpasoansfightinghunger.org/files/41636-FS-ReportFinal2023-01-10.pdf>
- **Chrysalis Publication**
 Fall 2023 – JosetteXMP Poetry & ArtistBio (p. 75-77 & p. 107)
[file:///C:/Users/jcpelatan/Downloads/Chrysalis%202023_Draft_forcontributors%20\(2\).pdf](file:///C:/Users/jcpelatan/Downloads/Chrysalis%202023_Draft_forcontributors%20(2).pdf)
- **Local Artist – Michael Anthony**
 Fall 2023- Video
<https://fb.watch/oEUGrFK6N5/>
- **Border Aids Partnership (El Paso)**
 2023 – Art Pieces (3)
<https://www.facebook.com/reel/882235783172642>
[Absolutely Positive 2023 Art Auction Items](#)
- **Virtuoso Productions**
 2023 – 2024 – *Snappy Fingers* – SLAM Poetry
https://www.virtuosoacts.com/?fbclid=IwAR3L4EQGD1a1p5V4Us2VMtqbKJSNsbnHtWf_q6SZrNcZTqOj2eCs80a9au0#/
- **Skyline Entertainment Center**
 2024 – Stand Up Comedy
<https://www.skylineentertainmentcenter.com/home/index.html>
- **El Paso's artistic community– Female Artists' Art & Poetry show**
 2024 – *Fearless, Strange & Magnificent* Art-Literary Show
<https://downtownelpaso.com/event/fearless-strange-and-magnificent-art-literary-show-celebrates-women-and-femininity/>
- **Hogg Foundation**
 2024 – Scholarship - *Bold Spirit of Achievement Scholarship*
<https://hogg.utexas.edu/funding-opportunities/stephany-bryan-mental-health-scholarship>
- **Meet Me Here magazine**

2024 – *Francesa “Chicana de Corazon”* - Poetry highlight

<https://www.facebook.com/photo/?fbid=506721205239417&set=a.179468317964709>

- **Meet Me Here magazine**

2025 – *JosetteXMP* – Artist Profile

(4) [Facebook](#) – Issue #16

CONFERENCE PROPOSAL PRESENTATION

- InSpire UTEP – Fall 2023

Brain Rewiring Health Practices in Educational Settings for a Better Global World

https://inspireconference23.sched.com/speaker/josette_pelatan.7sk8ruk

Proposal Abstract:

The purpose is to discuss innovative techniques in teaching and learning as it relates to health, well-being, and achievement, through the incorporation of unconventional methods such as meditative practices, breathing exercises, affirmations, and discussions to foster safe spaces for growth that prioritize health over subject. In an attempt at redesigning educational goals that prioritize health, the incorporation of unconventional brain-rewiring that helps regulate signaling pathways is essential for long-term personal success and societal betterment, as stress has unfortunately become an intricate part of our society (González-Rodríguez et al., 2019; Khosravi et al., 2019).

- NAMI National– Fall 2026

Brain Rewiring Health Practices in Educational Settings for a Better Global World

[TBA](#)

Proposal Abstract:

The purpose is to discuss innovative techniques in teaching and learning as it relates to health, well-being, and achievement, through the incorporation of unconventional methods such as meditative practices, breathing exercises, affirmations, and discussions to foster safe spaces for growth that prioritize health over subject. In an attempt at redesigning educational goals that prioritize health, the incorporation of unconventional brain-rewiring that helps regulate signaling pathways is essential for long-term personal success and societal betterment, as stress has unfortunately become an intricate part of our society (González-Rodríguez et al., 2019; Khosravi et al., 2019).

MISCELLANEOUS

Office & Secretarial

- *Saritas* ' Alteration
- *La Paz* Language Academy

Waitressing/Hosting/Food handlers

- *Fazzoli's* Italian Restaurant
- *Delicias Café* Mexican Restaurant
- *Jaxon's* Restaurant

Childcare/Tutoring

- *Flying Colors* Learning Center
- *Power Kidz* Day Care Center
- Wyzants
- Care.com
- Tutor Select <https://www.tutorselect.com/162969>

Health & Community involvement

- *YWCA* – Fitness Trainer
- *YWCA* – Tumbling & Gymnastics Coach
- *Riverside MS* – Volleyball Coach
- *Elite West* – Gymnastics Coach
- *NAMI Texas* – Public Policy Committee
- *NAMI Texas* – Peer Leadership Council
- *EHN* – Mental Health First Aid instructor
- *Disability Rights Texas* – Board of Directors (Nov. 2024)

PUBLICATIONS:

Contested Spaces of Teaching and Learning: Practitioner Ethnographies of Adult Education in the United States

Anthropology & Education Quarterly Volume 52, Issue 3

First published: 11 June 2021

[\[All: josette pelatan\] AND \[Journal: Anthropology & Education Quarterly\] : Search \(wiley.com\)](#)

Chrysalis

Chrysalis Publication

Fall 2023 – JosetteXMP Poetry & ArtistBio (p. 75-77 & p. 107)

[file:///C:/Users/jcpelatan/Downloads/Chrysalis%202023_Draft_forcontributors%20\(2\).pdf](file:///C:/Users/jcpelatan/Downloads/Chrysalis%202023_Draft_forcontributors%20(2).pdf)

El Underground

UTEP Literary Journal Publication

Fall 2023 – JosetteXMP Poetry

<https://www.instagram.com/undergroundjournal/?hl=en>

Pelatan, J.

Pelatan, Josette, "Fighting For A Health Diagnosis: An Autoethnographic Journey Into The Role Of Access And Limitations Of Resilience In The Face Of Poverty" (2024). *Open Access Theses & Dissertations*. 4199. https://scholarworks.utep.edu/open_etd/4199

Meet Me Here

Magazine & local publications/highlights

Summer 2024 – JosetteXMP Poetry

<https://www.facebook.com/photo/?fbid=506721205239417&set=a.179468317964709>

Meet Me Here

Magazine & local publications/highlights

Fall 2025 – JosetteXMP Author/Filmmaker Bio

[\(4\) Facebook](#) – Issue #16

Research Gate

[Josette PELATAN | The University of Texas at El Paso, El Paso | UTEP | Department of Teacher Education | Research profile](#)

Academia

[josette pelatan](#)

MEMBERSHIPS

<i>National Alliance on Mental Illnesses (NAMI)</i>	– 2013
<i>Families for Depression Awareness (FFDA)</i>	--2017
<i>American Academy of Neurology (AAN)</i>	– 2023
<i>Societe Francaise de Neurologie (SFN)</i>	– 2023
<i>Alliance Francaise d'El Paso (AFEP)</i>	– 2004
<i>Society for Neuroscience Suncity Chapter</i>	– 2023
<i>Societe Francophone de Greffe de Moelle et de Therapie Cellulaires (SFGM-TC)</i>	-2023
<i>National Junior Honor Society (NJHS)</i>	- 2024
<i>Health Occupations Students of America (HOSA)</i>	- 2024
<i>El Paso International Museum of Art</i>	- 2024

MENTIONED/DEDICATIONS IN PUBLICATIONS:

- Muro-Croussillat, G. (2013)
<https://www.barnesandnoble.com/w/ode-to-love-jaime-muro-crousillat/1134575126>
- Najera, R. (2014)
[Mariposas Del Suicidio - Ruben P. Najera PDF | PDF | Muerte | Suicidio \(scribd.com\)](#)

- Cardenas, A. (2020)
[At The Mercy Of The Mexican Supreme Court: The Implications Of Party Capability On Indigenous People's Cases \(utep.edu\)](#)
- Favela Camcho, G. (2023)
[Non-Native English-Speaking Teachers' \(NNESTS'\) Identities and Ideologies on the U.S.- Mexico Border: A Case Study – Dissertation](#)
- UTEP President (2024)
Outstanding Graduation Stories
<https://x.com/UTEPPresident/status/1789792453563732252>
- UTEP Food & Housing Security Council Newsletter (2026)
Macias, Elizabeth (**in progress**)
Stories of Alumni in support of the UTEP Food Pantry

SPECIAL SKILLS:

Languages:

Native

- French
- English
- Spanish

Intermediate

- Japanese
- Italian

Beginner

- Portuguese
- Mandarin

Computer Skills:

- Microsoft Word
- Microsoft Office
- EXCEL
- Zoom
- TEAMS
- Power Point
- NVivo
- Blackboard
- Blackboard Collaborate
- DynEd
- iCEV
- Ascenders
- DMAC Solutions
- TSDS
- STEMscopes

- eSTAR
- eSTAR V3 (Frontline Special Education & Interventions V3)
- SafeAssign
- Zotero
- Mendley
- RefWorks
- Studio G Entrepreneurship

Modeling Profile

A fearless force in motion, she refuses to be confined by labels or lanes. Almost 40, she embodies a rare mix of power, playfulness, and unpredictability—equally at home in a boardroom, on a hiking trail, or turning heads at a rooftop soirée. A businesswoman with a commanding presence, she leads with confidence and clarity, yet her laughter and irreverence remind everyone she’s not here to be predictable.

Daring yet grounded, sexy without effort, bold yet occasionally shy, tomboyish yet undeniably feminine, she thrives in diverse environments. Adaptable by nature but never willing to fit one mold, she moves seamlessly between high-stakes professional settings, adventure-driven shoots, and creative, lifestyle projects. Her essence lies in embracing complexity, celebrating contradictions, and showing that a woman can be many things at once—and excel in every role.

Her key traits—confidence, ambition, authority, humor, wildness, approachability, playfulness, and independence—make her ideal for editorial, lifestyle, professional fashion, wellness, and adventure campaigns. She represents brands that celebrate individuality, strength, and the multifaceted nature of modern women, demonstrating that true versatility is both rare and magnetic.

Companies / Stores-Direct-Cast

Laura’s Productions
Ragazza Bazaar
Bazaar Model’s
Vintage Pinapple

Shops & Stores

Versona
She Styles
Sand & Pearls
Vintage Pineapple
Dillards
Lee Wanglers
She Styles
Diora
Eli’s Boutique

Events

Audi – Fashion Week 2023

The Outlets – Fashion Week 2023

Writer's Profile

Josette Pelatan specializes in social justice driven causes. Her experience in Education, Social Justice Advocacy, in Public Health with a focus in Social Work, Psychology and Neurology allowed her to explore varied terrains.

A poet, artist, model, dancer, author, lyricist, singer, pathophysiology teacher, interdisciplinary professor, and researcher in brain-rewiring, she refuses to limit herself to a single label.

From high-school dropout to Doctor of Philosophy in interdisciplinary health sciences, and someone that has struggled with severe mental, emotional, and physical health conditions for most of her life, she thrives for the betterment of a health-focused society revolving around community building.

Having received the Hogg Foundation's 2024 Bold Spirit of Achievement Scholarship, she proudly demonstrates that recovery is possible, even when told otherwise.

Born in Miami, Florida, and raised in Southern France with her paternal grandparents, she faced uncanny challenges that she now embraces as steppingstones to a later-in-life success. Unafraid to remold adversities into strengthening and inspiring victories, she has proven herself to "beating the odds", often lacking a strong support system, and while struggling financially.

Actively involved in promoting non-profit organizations, she also partakes in the teaching of, and contributing to curriculum designs. Furthermore, she raises funds for several organizations. She aspires to widen her expertise and experience worldwide.

Currently working on writing a movie script for several local productions, to be sent to Netflix for review in January 2026.

Artist's Profile

Josette is a vibrant and versatile painter whose work captures bold expression and dynamic energy. Her colorful abstract pieces, primarily mixed media on canvas, explore texture, movement, and emotion, creating compositions that are both striking and thought-provoking. She has been exhibited at the International Museum of Art and actively accepts commissions, demonstrating her commitment to sharing her vision with diverse audiences.

In addition to her exhibitions, Josette contributes to nonprofit fundraisers, selling her art to support causes such as Muttlove Dog Rescue and Border Aids Partnership, reflecting her dedication to using creativity for impact. Her work from 2022–2024 showcases a fearless approach to abstraction, blending color, form, and medium in ways that are uniquely her own.

Through her painting, Josette embraces complexity and versatility, inviting viewers to experience both the depth of her artistic voice and the joy of her inventive, boundary-pushing approach.

Filmmaker Profile

Josette is a daring and multifaceted creative, fearlessly stepping in front of and behind the camera to bring compelling stories to life. As a Creative Film Producer and Director, she combines artistic vision with hands-on production expertise, adept at conceiving and executing projects that are distinctive from inception to completion. Her approach is deeply community-collaborative, emphasizing meaningful partnerships with funders, collaborators, and production teams to create work that resonates and inspires.

Currently, Josette is bringing her own life story, “The Prostitute’s Daughter,” to the big screen—a bold and personal endeavor that demonstrates her willingness to act in, produce, and direct her own work. She has honed a wide range of production skills, including scheduling and coordinating shoots, writing and editing scenes, managing budgets, and hiring and leading talented crew members. Her ability to navigate all facets of filmmaking—from vision development to post-production—reflects both her versatility and determination to craft narratives that stand out for their originality and authenticity.

With a fearless, boundary-pushing spirit, Josette thrives in creative environments that require adaptability, leadership, and collaboration, positioning her as a unique and dynamic force in contemporary filmmaking.

CURRENT & FUTURE RESEARCH

Ongoing research interests include neurological examination for brain-rewiring, post-traumatic growth, phenomenological experiences of homeless students, health disparities, mental health biases linked to socio-economic factors, adverse childhood experiences, resiliency, and the use of education as a major healing tool. Resiliency to overcome challenges through the implementation of education as a major healing tool, while navigating health discrepancies furthered by adverse childhood experiences, is interwoven, in search achieving healing physical and emotional traumas in a capitalist setting.

Future research will involve the efficacy of autologous hematopoietic *stem cell transplantation* (HSCT) used as a *treatment* for severe and *therapy-refractory autoimmune diseases*. With stem cell therapy, the progression of autoimmune diseases can be slowed down and regressed, and even stopped completely. The success rate of the treatment is proportional to the patient's age, the duration of the disease and the patient's condition.

ENTREPRENEURSHIP**Proposal**



Legislation Text

File #: 25-1233, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of a portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: South of Artcraft

Applicant: PZRZ25-00008, ASLM LTD

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 11/4/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran

PHONE NUMBER: (915) 212-1607

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: South of Artcraft

Applicant: PZRZ25-00008, ASLM LTD

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) to allow for commercial retail. City Plan Commission recommended 5-0 to approve the proposed rezoning on August 14, 2025. As of September 30, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application including the Upper Valley Neighborhood Association. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Philip Fiore

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 1K2, 1J3, & TRACT 1J1B, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM G-MU (GENERAL MIXED USE) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of A portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from G-MU (General Mixed Use) to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *That a Detailed Site Development Plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
 - a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
 - b. *Providing outdoor amplified sound.*
4. *That no office warehouse uses shall be permitted.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
 Mayor

Laura D. Prine
 City Clerk

ORDINANCE NO. _____
 25-5482|TRAN#616775|P&I|RTA
 Aircraft and Westside Ordinance GMU to C-1

Zoning Case No: PZRZ25-00008

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Tracts 1K2, 1J3 & Tract 1J1B, Block 10, Upper Valley Surveys and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 5/8" rebar with smashed cap for the northeast corner of Tract 1K2, Block 10, Upper Valley Surveys;

Thence along the easterly line of Tract 1K2, Block 10, Upper Valley Surveys, South 00°09'18" West a distance of 396.64 feet to a set 1/2" rebar with cap marked TX 5152 for the southeasterly corner of this parcel;

Thence leaving said line, North 89°43'32" West a distance of 979.82 feet to a set 1/2" rebar with cap marked TX 5152 on the westerly line of Tract 1J3, Block 10, Upper Valley Surveys;

Thence along said line, North 54°31'25" West a distance of 175.42 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said line, North 52°09'45" West a distance of 260.29 feet to a point from which a found 1/2" rebar bears, South 16°36'07" West a distance of 0.45 feet;

Thence along said line, North 31°46'59" West a distance of 112.47 feet to a point on the southerly right of way line of Artcraft Road from which a found 5/8" rebar with smashed cap bears South 10°56'10" East a distance of 1.30 feet and a found 5/8" rebar with cap marked FXS RPLS 2198 on the southerly right of way line of Artcraft Road marking the southeasterly corner of Tract 1H2, Block 10, Upper Valley Surveys bears South 71°35'07" West a distance of 82.03 feet;

Thence along the southerly right of way line of Artcraft Road, South 89°43'31" East a distance of 1163.28 feet to a point from which a found 5/8" rebar (bent) bears South 26°24'16" West a distance of 0.42 feet;

Thence along said right off way line, North 79°49'22" East a distance of 228.88 feet to the "TRUE POINT OF BEGINNING" and containing 435,035 square feet or 9.987 acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



Job #_823-01

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE, SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286 FIRM NO. 10078100



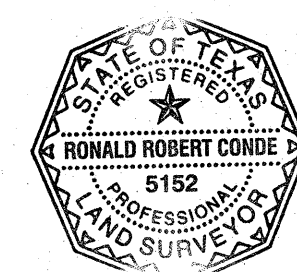
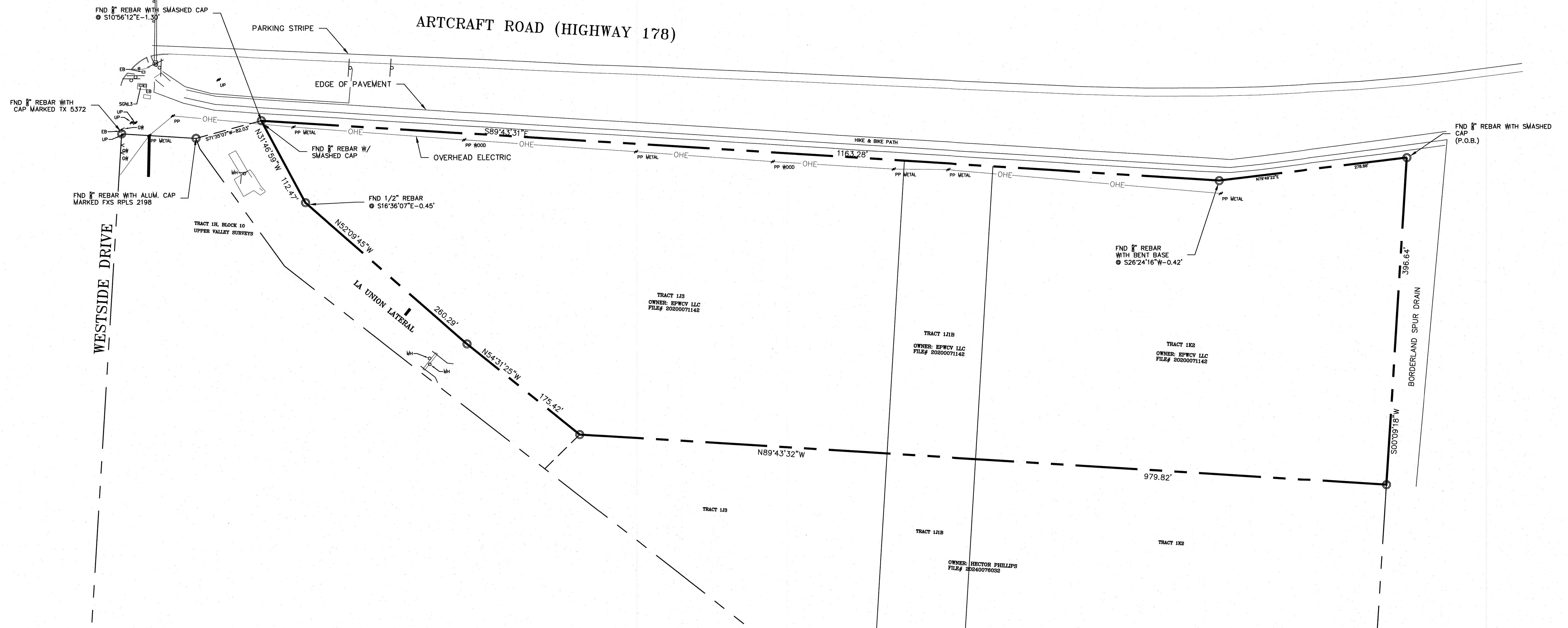
SCALE: 1"=60'

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊞	ELECTRIC PULL BOX
⚡	POWER POLE
—	GUY WIRE
⚡	UTILITY POLE

NOTES:
1 SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED.
2 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

PLAT OF SURVEY

BEING A PORTION OF TRACTS 1K2, 1J3, & TRACT 1J1B,
BLOCK 10, UPPER VALLEY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately :9.987± Acres



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY
SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF
BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

South of Artcraft

City Plan Commission — August 14, 2025



CASE NUMBER: PZR25-00008
CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER: ASLM, LTD
REPRESENTATIVE: Conde, Inc.
LOCATION: South of Artcraft Rd. and East of Westside Dr. (District 1)
PROPERTY AREA: 9.98 acres
REQUEST: Rezone from G-MU (General Mixed Use) to C-1 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of August 7, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) to allow for the use of commercial retail.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed rezoning is in keeping with the policies of the G-4, Suburban (Walkable) Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The recommended conditions are as follows:

1. *That access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
 - a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
 - b. *Providing outdoor amplified sound.*
4. *That no office warehouse uses shall be permitted.*

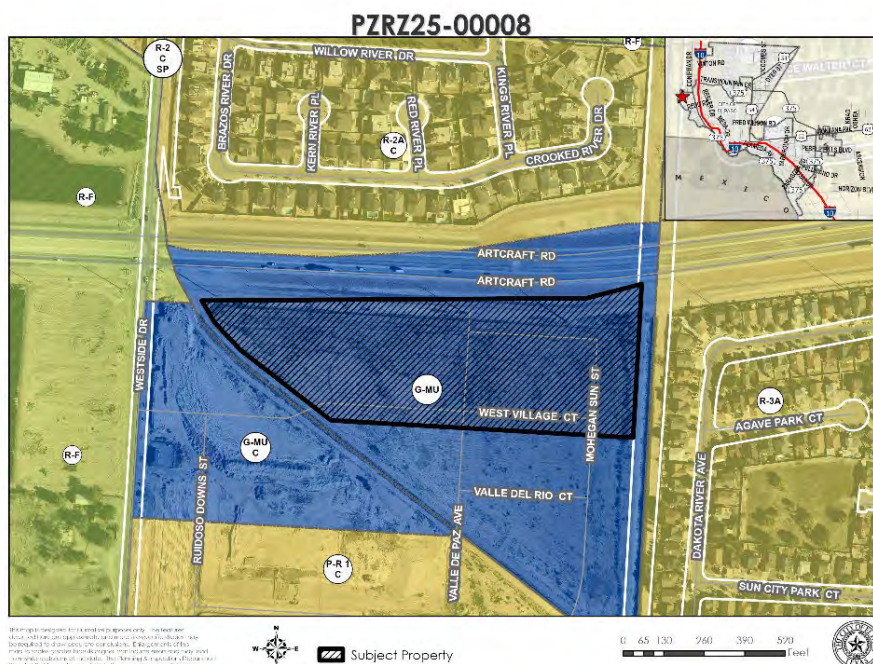


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) for the proposed use of commercial retail. The property is approximately 9.98 acres in size and is currently vacant. The conceptual site plan shows the proposed layout of three (3) commercial buildings and parking areas. Access to the subject property will be from Westside Drive. Vehicular access from Artcraft Road to the development will be subject to approval from the Texas Department of Transportation (TxDOT). The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

PREVIOUS CASE HISTORY: The Northwest Upper Valley Plan was adopted by City Council on January 13, 2004, and amended on July 25, 2017. This plan regulates development and furthers the goals and policies of *Plan El Paso*. The property lies within the Artcraft Road Corridor of the Northwest Upper Valley Plan. According to the plan, new commercial development must be limited to uses that are compatible with the surrounding neighborhood.

On July 7, 2021, Ordinance No. 19204 was approved by City Council, which rezoned the property from R-F (Ranch and Farm) and P-R I/c (Planned Residential I/conditions) to G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) and approved a Master Zoning Plan (MZP) for a mixed commercial and residential use development.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with the Northwest Upper Valley Plan and the Artcraft Corridor Vision. In addition, the proposed rezoning is appropriate for the property, as it is compatible with existing low-intensity uses. To the north, the subject property is bounded by Artcraft Road (SH-178) and across Artcraft Road there are single-family dwellings zoned R-2A/c (Residential/conditions). To the east are single-family dwellings zoned R-3A (Residential). To the south are properties zoned G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) that consist of vacant lots. To the west of the subject property and across Westside Drive, there are vacant lots zoned R-F (Ranch and Farm) and G-MU/c (Commercial/conditions). The nearest school is Gonzalo and Sofia Garcia Elementary School, located 1 mile away and the closest park is Willow River Park, located 0.20 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the proposed G-4, Suburban (Walkable) - Future Land Use designation of <i>Plan El Paso</i>. The proposed development is adjacent to G-MU (General Mixed Use), P-R I (Planned Residential) and R-3 (Residential) zoning districts and will provide missing commercial uses to the area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>C-1 (Commercial) District:</u> The purpose of these districts is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. The proposed C-1 (Commercial) zoning district would allow the integration of neighborhood commercial uses that are compatible with adjacent G-MU (General Mixed Use), PR-I (Planned Residential I) and R-3 (Residential) zoning districts.
Preferred Development Locations: Located along an arterial (or greater street classification) or the	Yes. The subject property will have access from Westside Drive, which is designated as a major arterial

intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	in the City's Major Thoroughfare Plan (MTP) and connects to Artcraft Road, which is also classified as a major arterial in the City of El Paso's MTP. Vehicular access from Artcraft Road is subject to approval by the Texas Department of Transportation (TxDOT).
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development lies within the Artcraft corridor identified in the Northwest Upper Valley Plan. The plan calls for commercial uses that are compatible with the neighborhood.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is undergoing a transition from agricultural uses within the last 10 years. The subject property was rezoned from R-F (Ranch and Farm) and PR-I/c (Planned Residential I/condition) to G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) in 2021. Property to the west across Westside Drive is currently undergoing a rezoning from R-F (Ranch and Farm) to C-1 (Commercial). Furthermore, the properties to the south were rezoned from R-F (Ranch and Farm) to PR-I/c (Planned Residential/condition) in 2007. In summary, this area is transitioning from obsolete agricultural land uses to new, compatible commercial development. This shift will provide a new source of commerce for the community.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Westside Drive, which is designated as a major arterial in the City's Major Thoroughfare Plan (MTP). All appropriate infrastructure shall be installed at the time of development, which may include sidewalks, water and sewer extensions, stormwater drainage and roadway improvements. There are no bus stop located within a walkable distance (0.25 miles) of the subject property and the closest bus stop is located 0.51 miles away on Westside Drive and Borderland Road.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Per the Texas Department of Transportation (TxDOT), the Artcraft Road main lanes have a current access denial line in place which prohibits TxDOT from granting access at this location. Staff recommends the included conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Upper Valley Neighborhood Association, which was notified of the rezoning by the applicant. As required, public notices were sent to property owners within 300 feet on August 1, 2025. The Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

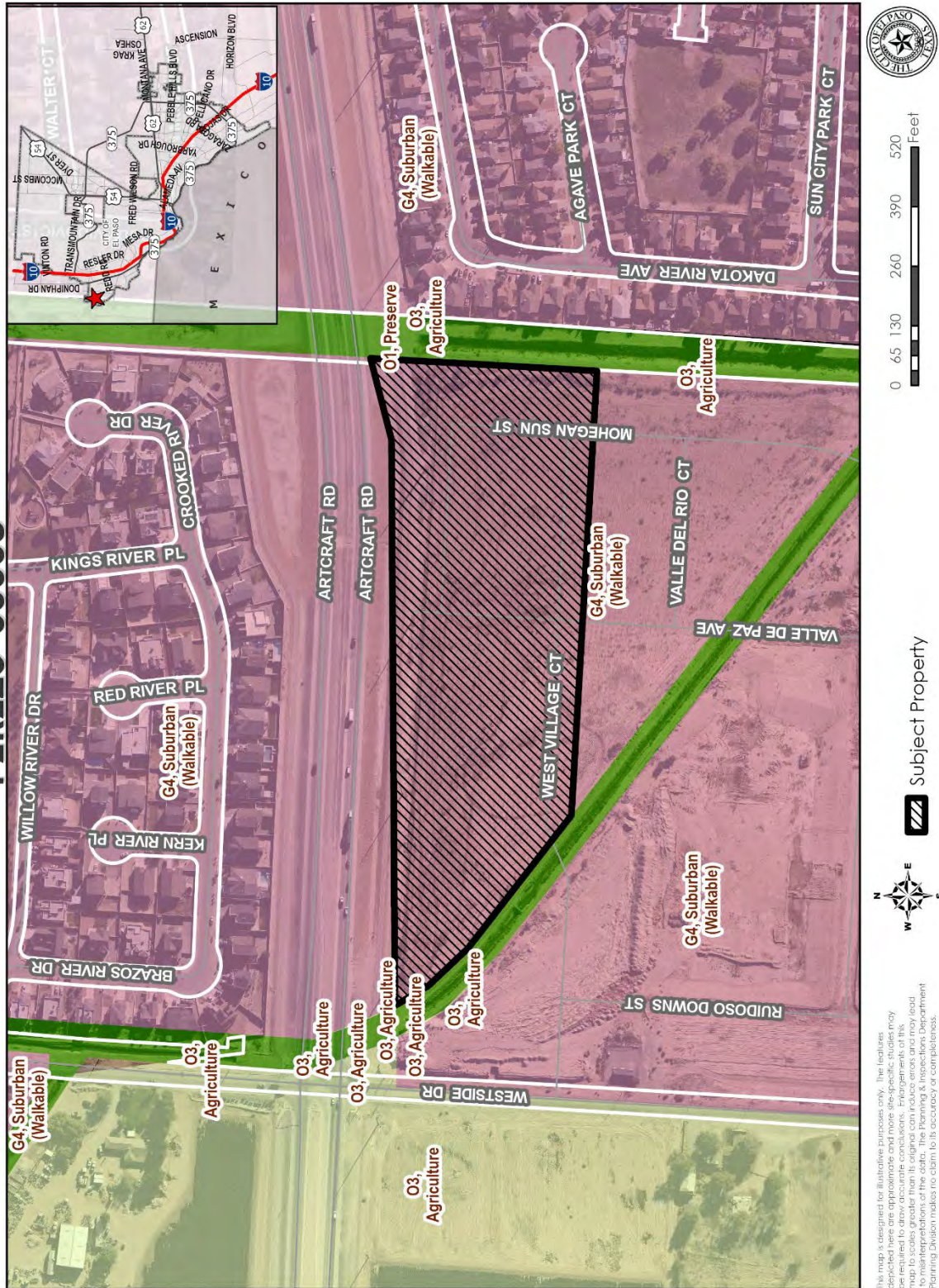
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

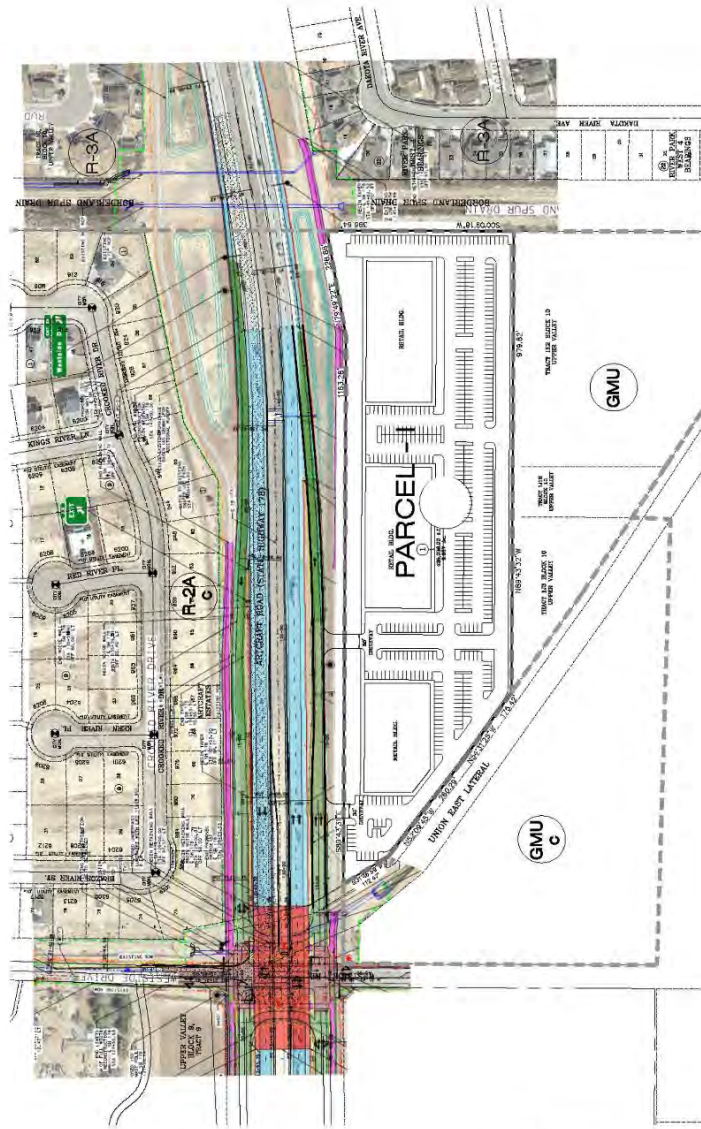
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 19204
4. Upper Valley Plan (Ordinance No. 18709)
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1



ARTCRAFT ADDITION REZONING PLAN



PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
1	0.067	C-4	RM1



CONDE INC.
5080 SURETY DR. SUITE 400
ENG. - YVONNE CONDE CURRY
SURVEYOR - RON R. CONDE
EL PASO, TEXAS 79905
PHONE & (916) 592-0555

OWNER/ DEVELOPER
EPWCV LLC
6100 EASTSIDE DR.
EL PASO, TEXAS 79906
PHONE: (915) 593-0242

SCHOOL DISTRICT
CANUTILLO INDEPENDENT SCHOOL DISTRICT
7965 ARIZONA RD. EL PASO, TX 79932



ATTACHMENT 3

39

019204

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 1J3, 1J1B, AND 1K2, BLOCK 10, AND A PORTION OF TRACT 1H, BLOCK 10, UPPER VALLEY GRANT SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND P-R I/C (PLANNED RESIDENTIAL I/CONDITIONS) TO G-MU (GENERAL-MIXED USE) AND G-MU/c (GENERAL-MIXED USED/CONDITIONS) AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tracts 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm) and P-R I/c (Planned Residential I/conditions) to G-MU (General Mixed Use) and G-MU/c (General-Mixed Use/conditions)** and approving a Master Zoning Plan (MZP), as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as Exhibit "B" and the Master Zoning Report attached as Exhibit "C" incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

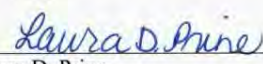
The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this 7th day of July, 2021.

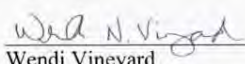
THE CITY OF EL PASO


Oscar Leiser
Mayor

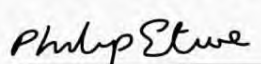
ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:


Philip F. Etiwe, Director
Planning & Inspections Department

21-1007-2732 / 1081056 | WV
Ordinance No. 019204

South of Artcraft Rd. & East of Westside Dr.
PZRZ21-00004

EXHIBIT A



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. 1-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION (EAST COMMERCIAL PARCEL)

A 17.6073 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as Tracts 1J3, 1J1B and 1K2, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch rebar found on the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width) and the west right-of-way line of Borderland Spur Drain (110 feet wide), identical to the northeasterly corner of said Tract 1K2;

THENCE, leaving the south right-of-way line of said Artcraft Road and following the west right-of-way line of said Borderland Spur Drain, South 00°09'18" West, a distance of 1,065.22 feet to the northeasterly right-of-way line of the La Union Lateral (50 feet wide) for the southeast corner of the parcel herein described;

THENCE, leaving the west right-of-way line of said Borderland Spur Drain and following the northeasterly right-of-way line of said La Union Lateral, North 56°02'03" West, a distance of 732.55 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

THENCE, continuing along the northeasterly right-of-way line of said La Union Lateral, North 54°31'27" West, a distance of 630.31 feet to an angle point of the parcel herein described;

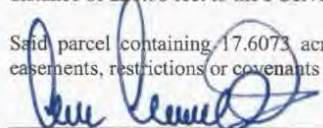
THENCE, continuing along the northeasterly right-of-way line of said La Union Lateral, North 52°09'45" West, a distance of 260.29 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

THENCE, continuing along and passing the northeasterly right-of-way line of said La Union Lateral, North 31°46'59" West, a distance of 112.47 feet to a 5/8 inch rebar with busted survey cap found on the south right-of-way line of said Artcraft Road for the northwest corner of the parcel herein described;

THENCE, following the south right-of-way line of said Artcraft Road, South 89°43'30" East, a distance of 1,163.28 feet to a 5/8 inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, North 79°49'23" East, a distance of 228.88 feet to the **POINT OF BEGINNING**.

Said parcel containing 17.6073 acres (766,972.0 square feet), more or less, and being subject to all easements, restrictions or covenants of record.


Aaron Alvarado, TX R.P.L.S. No. 6223
Date: January 05, 2021
06884-026D-COMMERCIAL EAST-DESC



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BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
T&PE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(WEST COMMERCIAL PARCEL)

A 4.4390 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1H, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8 inch rebar with survey cap No. "TX 5372" found on the east right-of-way line of Westside Drive (50 feet wide) and the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width); **WHENCE**, a 1/2 inch rebar found on the east right-of-way line of said Westside Drive, identical to the southwest corner of said Tract 1H, bears South 00°08'00" West, a distance of 3,538.39 feet; **THENCE**, following the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 30.00 feet to the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 60.34 feet to the northeast corner of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, South 23°46'17" East, a distance of 13.36 feet to an angle point of the parcel herein described;

THENCE, continuing and passing the south right-of-way line of said Artcraft Road, South 39°16'00" East, a distance of 175.00 feet to a 5/8-inch rebar with survey cap No. "TX 5372" found on the southwesterly right-of-way line of La Union Lateral (50 feet wide) for an angle point of the parcel herein described;

THENCE, continuing along the southwesterly right-of-way line of said La Union Lateral, South 54°35'00" East, a distance of 559.37 feet to the southeast corner of the parcel herein described;

THENCE, leaving the southwesterly right-of-way line of said La Union Lateral, South 58°17'23" West, a distance of 151.50 feet to an angle point of the parcel herein described;

THENCE, North 89°50'00" West, a distance of 369.75 feet to an angle point of the parcel herein described;

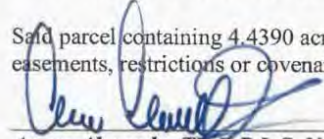
THENCE, North 00°08'00" East, a distance of 0.93 feet to an angle point of the parcel herein described;

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THENCE, North 89°50'00" West, a distance of 135.00 feet to the southwest corner of the parcel herein described;

THENCE, North 00°08'00" East, a distance of 549.36 feet to the **POINT OF BEGINNING**.

Said parcel containing 4.4390 acres (193,363.8 square feet), more or less, and being subject to all easements, restrictions or covenants of record.


Aaron Alvarado, T&R.P.L.S. No. 6223

Date: January 05, 2021

06884-026D-COMMERCIAL WEST-DESC



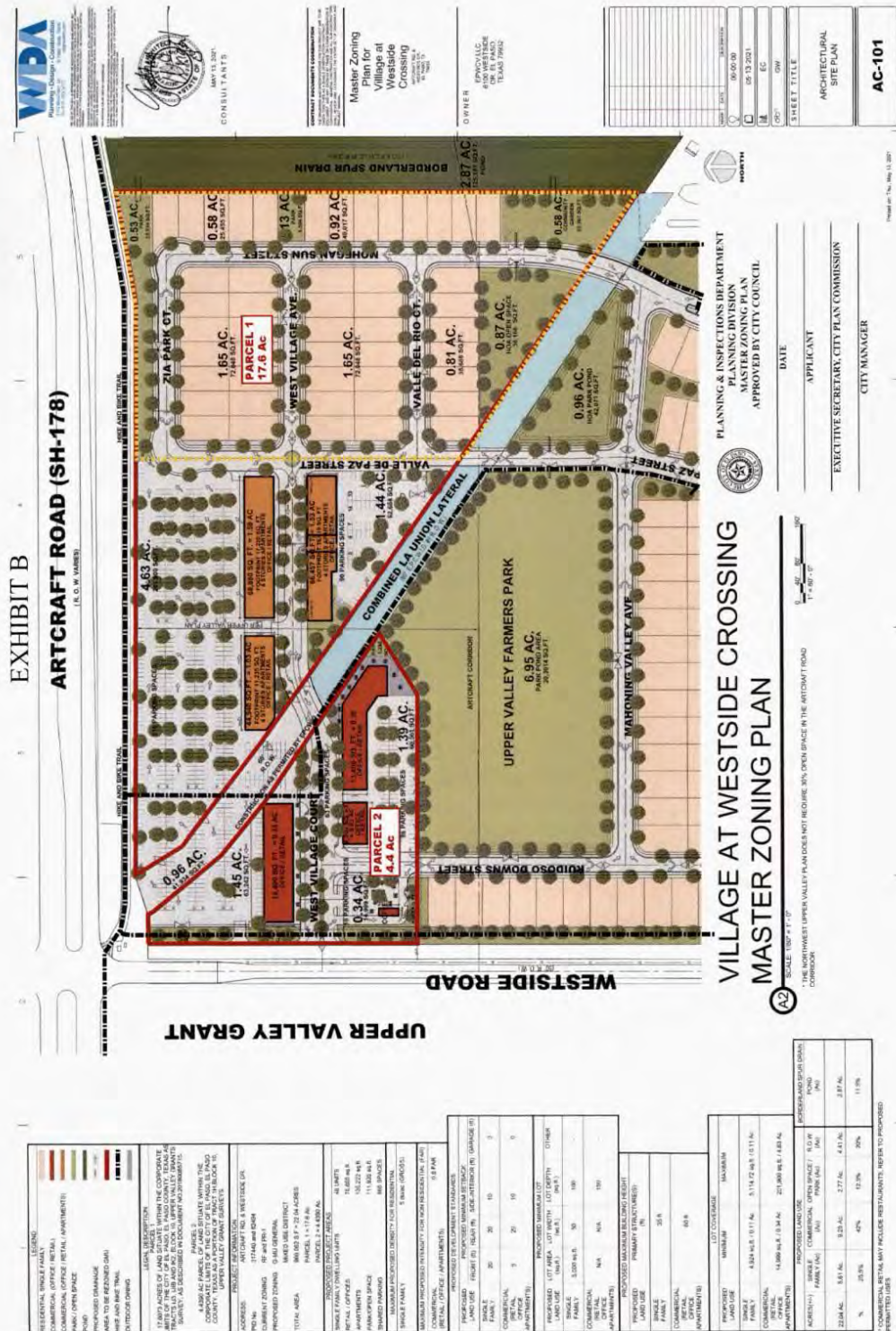


EXHIBIT C



Village at Westside Crossings Application Package

Dated: May 13th, 2021.



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MASTER ZONING PLAN REPORT for VILLAGE at WESTSIDE CROSSING

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VILLAGE at WESTSIDE CROSSING INTRODUCTION

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MASTER ZONING PLAN REPORT for VILLAGE at WESTSIDE CROSSING

This Master Zoning Plan is for a proposed GMU mixed use development at the southeast corner of Artcraft Road, an arterial running east-west and Westside Drive running north-south. The development falls within the Northwest Upper Valley Plan as described in Ordinance 01789. It falls entirely within the Artcraft Corridor as it is within 700 feet of Artcraft Road and is therefore subject to the portions of the ordinance that speak to the Corridor. See the attached map identifying the area to be rezoned. The area to be rezoned is approximately 22.04 acres.

The La Union Lateral cuts the land to be rezoned diagonally from the Artcraft/Westside intersection from northwest to southeast. That lateral belongs to the El Paso County Water Improvement District #1 and is not zoned. It will be crossed at two places by roads and placed underground as shown on the attachments for about 582 feet starting at the corner of the intersection. The large triangle north of the lateral of about 17 acres is currently zoned RF while the small portion south of the lateral of about 4 acres is currently zoned PR-1.

Vehicular access from Artcraft to the rezoned area is not currently allowed; thus, apart from portions served from the single-family development, commercial vehicular traffic will enter from Westside Drive. Discussions are underway with the Texas Department of Transportation (TXDOT) to allow access to Artcraft.

The single-family residential portion of the land to be rezoned consists of 48 lots of 5000 square feet each. It will be connected to the single-family development to the south by two bridges spanning the lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have an adjacent hike and bike trail will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

The setbacks for the single-family residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' - rear, 5' - side, and 10' - side street. The maximum residential structure height is 35 feet. The covenants for the residential portion will be the same as those of the PR-1 development.

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As shown on the Master Zoning Plan, the gross area of the of the commercial buildings of the GMU is currently shown to be 210,877 square feet. The main divisions of this are as follows:

Retail and Offices (coffee shops, restaurants, day care, gas station etc.)	75,655 sf.
Apartments (3 stories above retail, Approx. 150 rooms)	135,222 sf.

All uses and sizes in the commercial area are subject to land sales and/or leases. All uses permitted are included in the attached permitted uses list.

The setbacks for commercial lots are front – 0', rear – 20', side – 0, side street – 10'.
Minimum average lot depth is 150 feet. Maximum building height for the hotel is 65 feet.
Maximum building height for other commercial structures is 60 feet.

As per the Upper Valley Plan the residential and the commercial portions includes a 35' landscaped strip along Westside Drive that will include native or regionally-adapted plants and trees.

Schedule

The anticipated completion date for the development is 1 January 2024.

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GENERAL DESIGN PRINCIPLES

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1. General Design Principles. These design principles shall serve as guidelines only, and compliance with any guideline within the development will be determined on a case-by-case basis.

a. Development Perspective.

- The project property was recently cotton fields. The proposed development is intended to retain the characteristics of the area as per the North West Upper Valley Plan. Compliance with the NWUVP allows us to dedicate more than 3 times the parkland that would be otherwise required for a similar development in the adjacent PR-1 zoned land with encouraging commercial development in the Artcraft Corridor.
- Development is planned to include compatible uses that will serve the adjacent single-family home neighborhood. Both residential and commercial portions of the proposed GMU development will be connected to both single-family area and Artcraft by hike and bike trails.
- The proposed commercial design will be contiguous to and integrated with the adjacent neighborhood. It is organized as the neighborhood main street for the adjacent residential development with a pleasant pedestrian experience.

Bus stops are intended to be coordinated with Sun Metro. They will connect to existing hike and bike trail and continue connectivity throughout development. Valle de Paz Avenue will have an adjacent hike and bike trail that will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

- Vehicular access from Artcraft to the rezoned area is currently not allowed; thus, apart from portions served from the single-family development, all vehicular traffic will enter from Westside Drive. We have been working with TXDOT's consulting engineer Kelvin Kroeker of HTNB Corporation to include access from north boundary of the site and for access to Artcraft Rd.
- The single-family residential portion of the land to be rezoned consists of 48 single family lots of 5,000 square feet each. It will be connected to the single-family development to the south by two vehicular/pedestrian bridges spanning the La Union lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have a connecting hike and bike trail adjacent to it.
- Westside Village Court will be the main access to the commercial development having a wide R.O.W designed to have landscape at the front of commercial buildings with, parallel

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parking and a landscaped median at selected areas. Development designed to be pedestrian friendly and connecting with existing hike and bike trail along Artcraft Rd. to the North.

We are including a landscape buffer zone surrounding the residential area and also a 35' landscape strip at Westside Dr. Commercial will be adjacent to 7Ac park. Proposing to have landscape areas fronting the commercial at West Village Court. 1 tree per 10 parking spaces throughout development and having 3 park open spaces areas on GMU area.

- The proposed commercial / residential development consists of 22.04 acre.

b. Building Perspective.

- Buildings along the main street are intended to frame a pedestrian experience. Certain buildings will be planned to offer outdoor dining between the restaurant and the street. Current thoughts are that some 2 or 3 story buildings will be dedicated to professional office spaces and/or medical offices such as dentist, specialist, etc. on the upper floors.
 - Retail buildings and restaurants are designed to be street oriented towards West Village Court. Commercial buildings lining the Main Street are intended to keep "eyes on the street" with a large amount of glass on the facades. Occasional and spontaneous public gathering is proposed to be at frontage of commercial buildings.
 - No historic buildings have existed on this area. A 6.95-acre park is proposed to be named after upper valley farmers as a recognition of their work on these lands.
- 2. General Design Elements.** Our design elements shall serve as guidelines only, and compliance with any design element within the Village at Westside Crossings development will be determined on a case-by-case basis. It is not intended that every element of the mixed-use development conform to all or any set number of the enumerated design elements.
- Pedestrian friendly activity will be encouraged throughout development by extending existing hike and bike trails throughout the development. Our main street will be designed to have shade, benches, and other pedestrian amenities.
 - Proposed commercial uses will be compatible with and will serve adjacent neighborhoods. Permitted uses include grocery stores, apartments, a convenience store, medical offices, professional offices, retail spaces and restaurants.
 - Development to include landscaped streets, parking trees, parks and open spaces. The adjacent development has over 13 ac of park space, more than 7 of which are immediately

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adjacent the proposed GMU development. This is 3 times the park space that would be required for a similar residential development.

- Commercial buildings concept design is to have retail spaces of 1,200 square feet or more and no more than 4 stories tall.

3. Architectural Objectives. The architectural design has the following objectives:

- a. **Architectural compatibility.** Buildings will be related by a common architectural theme throughout the development.
- b. **Human scale design.** With the possible exception of a hotel, commercial (retail, office and apartments) buildings will be 1 to 4 story buildings.
- c. **Integration of uses.** Permitted uses such as offices, restaurants, and other uses listed on attached list will serve the adjacent neighborhood. Commercial uses to be compatible and beneficial to the residential development.
- d. **Encouragement of pedestrian activity.** Development is designed to encourage pedestrian friendly activity by extending existing hike and bike trail into the development. West Village Court design will include sidewalks with landscaped areas. Outdoor dining spaces will be provided at selected commercial spaces.
- e. **Buildings that relate to and are oriented toward the street and surrounding buildings.** Buildings along main street are proposed to be street oriented.
- f. **Buildings that contain special architectural features will signify entrances to the mixed-use development.** The proposed commercial development is designed to be a destination and West Village Court to be the focal point of commercial activity.
- g. **Buildings that focus activity on a neighborhood open space, square or plaza.** Commercial areas located on the south part of West Village Court will be adjacent to 7Ac of open space. Selected commercial spaces will include outdoor dining/gathering areas along the street and/ or park.

4. Roadway Design. The roadway designs will comply with the requirements of Title 19 (Subdivisions) of the El Paso City Code

- West Village Court Roadway Design: 88' R.O.W. at Westside Drive and will transition into a 55' R.O.W with a traffic circle separating the commercial residential portions of the development.
- Residential roadway design: 55 R.O.W.

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5. Parking.

- For planning purposes, parking is designed to have 4 spaces per every 1000 sq.ft. This will be adjusted based on code requirements based on any particular use. Parking will be subject to a shared parking policy.

6. Setbacks.

- Residential: The setbacks for the residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' - rear, 5' - side, and 10' - side street.
- Commercial: The setbacks for commercial lots are front - 0, rear - 20', side - 0, side street - 10'. Minimum average lot depth is 150 feet.

7. Landscaping. Uses within a mixed-use development shall not be required to conform to the landscaping requirements of Title 18 (Building and Construction) of the El Paso City Code.

This landscape standards section is intended to establish a design standard to create a uniform and consistent character among establishments. The character of the development shall consist of the following criteria:

At a minimum, 40% of the plant material shall be evergreen and all plant material shall be drought tolerant, consisting of native and adapted species. All plant material shall be in the City of El Paso's Approved Plant and Tree List.

Planting areas shall consist of the same rock mulch cover type and create uniformity throughout the development. The use of boulders and water harvesting techniques are encouraged to enhance the development's diligence in regional best practices.

Landscape Quantities

A total of 15% of the net parcel area shall be landscaped, however, neither the building footprint nor the Right-of-Way are to be included within the accountable parcel area. The landscape units are acquired by dividing the (15%) landscape area by 1,000. This will result in the parcels units, and dictate landscape quantities as follows:

- One 2-inch caliper tree per Unit
- Fifteen 5-gallon shrubs per Unit
- Five 1-gallon shrubs per Unit

With the exception of street corners, all streets and frontages shall account for one shade tree at every thirty feet and include shrubs between spans that are intended to create a pedestrian buffer. Medians will consist of smaller decorative trees and low-lying plant material.

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Parking lots shall include one shade tree for every 10 parking spaces and trees shall be installed no more than six feet from back-of-curb. The intent is that we reduce heat-island effect.

Additionally, canopy trees or shade structures may be provided so that at least 50% of the patio area will be shaded within 5 years of planting.

Landscaping plans including shade structures must be approved by the City Planning Commission.

Park equipment will consist of soccer fields, playground equipment and shaded trees.

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SUBMITTAL REQUIREMENTS

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Submittal Requirements

	PROJECT	SFD	SFA	MF	C
General Data Required for the Mixed Use District.					
Total acreage;	22.04				
Maximum proposed total number of dwelling units for all residential land uses combined;	48				
Maximum proposed total Floor Area for all nonresidential land uses combined, expressed in square feet.	210,877 S.F.				
General Data Required for Each Proposed Subdistrict.					
Total acreage;	Same as above				
Maximum proposed total number of dwelling units for all residential land uses combined;	Same as above				
Maximum proposed floor area for all nonresidential land use uses combined, expressed in square feet.	Same as above				
Property Development Regulations Required per Subdistrict by Land Use Type.					
Proposed acreages for each proposed land use including parks, open space, buffer zones, trails and school sites (as applicable);	Provided in MZP Report				
Minimum and maximum lot coverages;		5,114.72 S.F.	N/A	N/A	201,900 S.F.
Minimum lot width;		50'	N/A	N/A	N/A
Minimum lot depth;		100'	N/A	N/A	150'
Minimum building setbacks:					
Front,		20'	N/A	N/A	0'
Rear,		20'	N/A	N/A	20'
Cumulative front and rear,		N/A	N/A	N/A	N/A
Side-interior,		5'	N/A	N/A	0'
Side-street,		10'	N/A	N/A	10'
Cumulative side setbacks,		N/A	N/A	N/A	N/A
Garage;		N/A	N/A	N/A	N/A
Maximum building height:					
Primary structure(s),		35'	N/A	N/A	60'
Accessory structure(s);		N/A	N/A	N/A	N/A
Maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land;		5 units per acre	N/A	N/A	N/A
Maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR).		N/A	N/A	N/A	0.6 FAR

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DEVELOPMENT PLAN REQUIREMENTS

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Development Plan Map Requirements

Overall development boundary, labeled with bearings and distances; Refer to Master Zoning Plan.

General arrangement and acreages of existing and proposed land uses including open space; Provided below.

Proposed phasing boundaries; GMU rezoned area is included to be built under Phase III of Village at Westside Crossing Subdivision, refer to attached Preliminary Plat for Phasing Schedule and phasing boundaries.

Layout and relationship of proposed development where adjacent to existing development; Included on the Master Zoning Plan

General location and acreages for each proposed park, open space, buffer zone, trails Locations Included on Master Zoning Plan. Note that the majority of the open spaces provided will be maintained by the Village at Westside Crossings Home-Owners Association (HOA).

Proposed acreage for each land use type, park, and open space

1. COMMERCIAL / RETAIL / OFFICE / APARTMENTS	9.25 Ac
2. RESIDENTIAL (48 RESIDENTIAL LOTS)	5. 61 Ac
3. PARK / OPEN SPACE	2.77 Ac

Development Plan Map Requirements.					
Overall development boundary, labeled with bearings and distances;	Refer to MZP				
General arrangement and acreages of existing and proposed land uses including open space;	Refer to MZP				
Proposed phasing boundaries;	Phasing schedule including on plat				
Layout and relationship of proposed development where adjacent to existing development;	Included on MZP				
General location and acreages for each proposed park, open space, buffer zone, trails and school site (as applicable), provided that any change in location may be approved administratively by the parks director.	Locations included on MZP				
A table or list depicting the proposed acreage for each land use type, park, open space, trail and school site (as applicable) shall accompany the MZP.					
A written report shall accompany the MZP that describes:	Provided in MZP report				

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Purpose	Provided in MZP report				
Characteristics	Provided in MZP report				
Components	Provided in MZP report				
Timing of the proposed mix of land uses within the development,	Provided in MZP report				
General statement of how the development relates to the city's comprehensive plan	Provided in MZP report				
A detailed description shall be required for each proposed land use, identifying the permissible uses for any subdistrict within the mixed-use district to determine the compatibility of such uses within the mixed-use district.	Provided in MZP report				
A phasing schedule shall be submitted with the rezoning application that indicates the proposed phasing of the development, the approximate time frame in which construction and development is expected to begin and the duration of time required for completion of the development.	Provided in MZP report				

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PROPOSED LIST OF PERMITTED BUSINESSES / TENANTS

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Village at Westside Crossings

Proposed List of Permitted Businesses and/or Tenants

All offerings are subject to prior sale, lease, or withdrawal from the market without notice. Possible commercial uses, these uses cannot be designated without securing a possible tenant, but all compatible uses will be the below:

- Grocery
- Supermarket
- Convenience Store with gas pumps
- Office, Business
- Office, Medical
- Office, Professional
- Bank
- Veterinary Treatment Center
- Pet shop
- Barber Shop
- Beauty Salon
- Boutique
- Flower Shop
- Sporting Goods Store
- Community Recreational Facility
- Restaurant (sit down)
- Restaurant (drive in or walk up)
- Delicatessen
- Bakery
- Ice Cream Parlor
- Brewery
- Nightclub, bar, cocktail lounge
- Childcare Facility
- Apartments
- Hotel
- Personal Wireless Service Facility (PWSF) facility mounted.
- Other Uses:
 - o Driving School
 - o Wireless Telephone Tower with approval of HOA.

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- Other Retail Establishments (high-volume):
 - o Furniture / Housewares / Decorations
 - o Beauty Salons / Barber Shop / Salon & Spa
 - o Cellular / Wireless / Cable / Internet
 - o Gift Shop / Cards / Florists
 - o Shipping / Packaging / Postal Mail services
 - o Bridal Shop / Dress shop / Formalwear
 - o Tailoring / Alterations
 - o Beauty Supplies
 - o Bicycle shop
 - o Beverage specialty store
 - o Sporting Goods / Hunting / Boating
 - o Tobacco / Cigar shop
 - o Apparel (Mens, Womens, Children, Family, Maternity, Uniforms, Activewear)

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ATTACHMENT 4

22.1
2017 JUN -5 AM 11:44

ORDINANCE NO. 018709

AN ORDINANCE AMENDING A PORTION OF THE NORTHWEST UPPER VALLEY PLAN, A STUDY AREA PLAN INCORPORATED WITHIN "PLAN EL PASO," TO CALIBRATE POLICY RECOMMENDATIONS TO MEET THE GOALS AND POLICIES OF "PLAN EL PASO."

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, *Plan El Paso*, upon adoption, incorporated all existing study area plans into the Comprehensive Plan; and

WHEREAS, the *Northwest Upper Valley Plan* is one of the aforementioned study area plans; and

WHEREAS, Policy 1.3.3 of *Plan El Paso* states that study area plans will remain in effect, except for any provisions that may conflict with the Comprehensive Plan, until such time as any of these study area plans are amended or repealed by the City Council; and

WHEREAS, the *Northwest Upper Valley Plan* makes policy recommendations that are in conflict with the Comprehensive Plan; and

WHEREAS, the proposed amendment to the *Northwest Upper Valley Plan* will address these conflicts and directly address goals and policies stated in *Plan El Paso*; and

WHEREAS, after conducting a public hearing, the proposed amendment to the *Northwest Upper Valley Plan* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

ORDINANCE NO. 018709
Doc#643371_2
Matter#17-1007-1902

PLCP16-00003

1. That portions of the *Northwest Upper Valley Plan* are amended, as further detailed in Exhibit "A" attached herein.
2. Except as otherwise amended herein, the *Northwest Upper Valley Plan* will remain in full force and effect.

ADOPTED this 25th day of July, 2017.



THE CITY OF EL PASO

A handwritten signature in blue ink, appearing to read "Dee Margo", is written over a horizontal line.

Dee Margo
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Laura D. Prine", is written over a horizontal line.

for Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Omar A. De La Rosa", is written over a horizontal line.

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "Larry F. Nichols", is written over a horizontal line.

Larry F. Nichols, Director
Planning & Inspections Department

2017 JUL -5 AM 8:37
CITY CLERK DEPT

018709

ORDINANCE NO. _____
17-1007-1902|686934
Northwest Upper Valley Plan Amendment
OAR

PLCP16-00003

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EXHIBIT "A"

Northwest Upper Valley Plan June 2017 Amendment

Northwest Planning Area

The recommendations of Plan El Paso, adopted on March 6, 2012, provide goals and policies for the development and redevelopment of the City of El Paso and its extra-territorial jurisdictions. The Northwest Upper Valley Plan, first adopted January 13, 2004, was incorporated into Plan El Paso upon that document's adoption. Plan El Paso indicated that special study area plans remain in effect after their incorporation into the comprehensive plan, except for any provisions that may conflict with the plan, until such time as any study area plan is amended or repealed by City Council.

Plan El Paso provides multiple recommendations for the direction of development in the Upper Valley. An emphasis of these recommendations is the implementation of cluster development principles as a more effective means of fulfilling the intent of the Northwest Upper Valley Plan:

"If housing is not allowed to cluster, and large lot zoning (such as 2.5 units per acres) is permitted, this will likely result in the subdivision of entire sites into private individual lots, leaving no meaningful open space or landscape being preserved. The unfortunate result would be the creation of suburban subdivisions similar to those constructed in recent decades through El Paso, and a loss of the farmland and open space that give the valley its unique character. (Plan El Paso, p.2-40)"

This amendment imposes restrictions on the Northwest Upper Valley Plan area that will result in development that better fulfills the intent of the plan, and furthers the goals and policies of Plan El Paso.

Artercraft Road Corridor

- The Artercraft Road Corridor shall be defined as the area extending 700 feet on either side of the Artercraft Road right-of-way from Doniphan Drive to the New Mexico state line.
- Recognizing that there will be increased interstate heavy traffic on Artercraft Road, new development along the Artercraft Corridor should be planned in such a way as to promote the welfare, beauty and comfort of the area along the Artercraft Corridor and in the remainder of the Northwest Upper Valley Study Area.

Residential Development

- New development should be encouraged to provide and make provisions to maintain a thirty five foot (35') landscaped strip of property along Artercraft Road, Westside Drive, Gomez Road, Upper Valley Road, Borderland Road, and Strahan Road, and along any irrigation canals, spurs and drains, measured from the edge of the right-of-way, to include native plants and trees.

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Commercial Development

- New commercial development should be encouraged to provide and make provision to maintain a landscaped buffer along any property line that abuts residential uses.
- Commercial development should be restricted to neighborhood-compatible uses.
- A detailed site development plan should be encouraged for all commercial zoning requests.

Remainder of Northwest Upper Valley Study Area

This area – between the Rio Grande and the New Mexico state line and between Country Club Road and Borderland Road, but excluding the Artcraft Road Corridor – is characterized by the following:

- The area is a mix of agricultural uses and medium-density single-family residential neighborhoods with a suburban character. There is limited open space that is publicly owned and maintained or otherwise accessible to the public.
- Only a few collector roads serve the area and traffic circulation is hampered by the need to cross the Rio Grande on bridges at Country Club, Artcraft Road, and Borderland Road. Growth to the west in New Mexico and to the north in El Paso County will continue to funnel more people onto the routes for these bridges.
- Because of continuing agricultural use, the area is criss-crossed by irrigation canals and drains and their access roads that fall under the jurisdiction of El Paso County Irrigation District #1.
- Most existing residential developments front onto the few collector roads and back onto irrigation ditches, leaving interior tracts of land that are accessible only by ditch-bank roads or by long or irregular routes to the collector roads.
- The area has unique features that attract many people to use the area for recreational activities such as bird watching, cycling, and horseback riding.
- The area lies in the Rio Grande flood plain, providing the potential for flooding, and there is not an up to date comprehensive drainage study or flood plan for this area.

As a result:

- New residential development should be limited to the gross density permitted in the underlying zoning district.
- New development should provide and make provision to maintain at least 30% of the net developable area of the development as open space, inclusive of any parkland dedication requirement.
- “Net Developable Area” means the total platted area of a subdivision excluding rights-of-way and areas required for stormwater retention and conveyance.
- Provided open space should serve a clear function, such as preservation of natural landscape, vegetation or unique features, agricultural production, or functional recreational spaces. Open spaces should be preserved via deed restriction or public dedication, and maintained in perpetuity by a homeowners association, land trust or other non-profit organization, or the municipality.
- In new residential developments, open space should be distributed in a manner that provides scenic, agricultural, or recreational value to residents, when possible.

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- Within residential developments, developers should be discouraged from providing Park Dedication Fees in lieu of land for parks.
- The City, the El Paso County Water Improvement District No. 1, and developers should work together to plan for the safe passage of horses, cyclists and pedestrians along all arterials, collectors and sub-collectors and keep the area and the Rio Grande River Park accessible and compatible for these uses through the use of multi-use trails and ditch-banks.

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Northwest Upper Valley Plan



**Approved by the City Council:
January 13, 2004**



Published by authority of the Mayor and City Council

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Northwest Upper Valley Plan

Concept Analysis Purpose

The purpose of this report is to provide alternative policies and guidelines for development, examine proposed development impacts, and review existing zoning regulations applicable to the study area in order to make recommendations to amend the City's comprehensive plan, *The Plan for El Paso*. The report reviews the land development trends in the area and proposes three alternative growth patterns that could occur depending on the actions taken by the City. The alternatives and their consequences are described in detail so that the public and City Council will be able to make an informed decision to amend *The Plan for El Paso*.

The Mayor and City Council voted on September 16, 2003 to direct the Planning, Research and Development Department to examine a portion of the Upper Valley at the northwesterly edge of the city limits and analyze the effect of a Comprehensive Plan amendment. The area has been predominantly low-density residential and agricultural use. Since the year 2000, however, several large parcels of land were rezoned and subdivided to allow higher density residential development, leading to concern by the established residents that the rural ambiance is deteriorating.

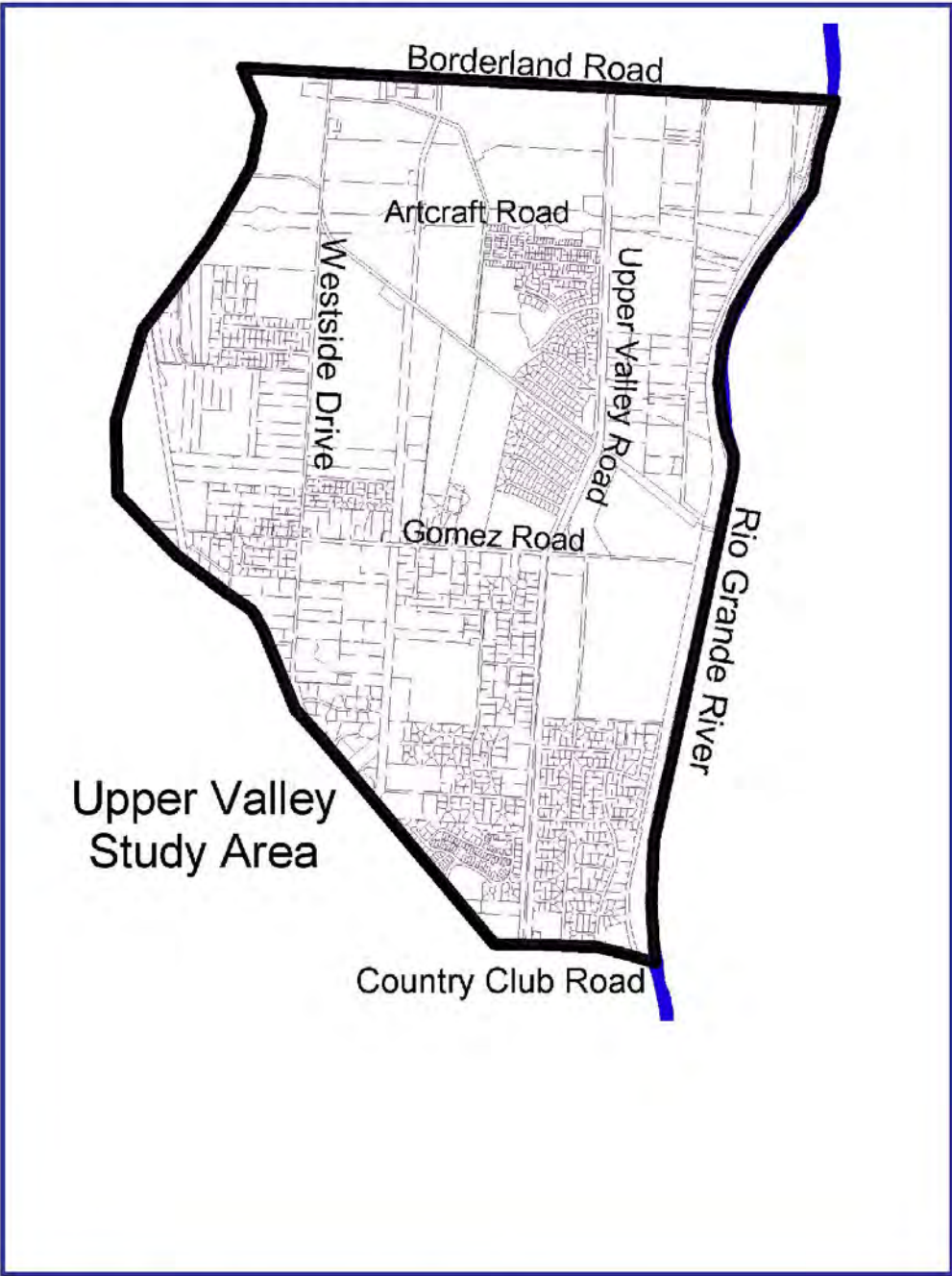
After meeting with groups of residents, the City Council directed the Department to "prepare an amendment with public input, as provided for in *The Plan for El Paso*, of the City's comprehensive plan, to modify the goals, policies and land use recommendations for a portion of the Upper Valley Study Area within the Northwest Planning Area referred to as Policy Area #5A...." The Council then included a general list of policies that the proposed amendment should incorporate. A second motion directed staff to review the Major Thoroughfare Plan status of Gomez Road (Redd Road extension), one of several thoroughfares passing through the study area that are planned for widening and includes an extension connection across the Rio Grande to Redd Road.

Description of area

The subject area of the Upper Valley consists of approximately 2,500 acres, or about 3.9 square miles. It is bounded on the North by Borderland Road, on the East by the Rio Grande, on the South by Country Club Road and on the West by the Texas/New Mexico state line as noted in Map 1. From North to South the area is about 2 ¾ miles in length and it is about 1.9 miles at its widest point from the river to the New Mexico Border. Geographically it is a flat river flood plain containing rich soil for agriculture. A network of irrigation canals and drains criss-crosses the area.

The existing land use is primarily low density residential. Some large agricultural tracts exist as well, mostly north of Gomez Road. There is one elementary school, in the Canutillo School District, and no police or fire stations within the study area. There are no completed parks, but one park is currently under construction and the Rio Grande Trail System River Park along the river is under development. Except for a small store at Gomez Road and Westside Drive, commercial uses exist only on Country Club Road within the area.

Map 1. Study Area - Northwest Upper Valley



The super arterial Arcraft Road goes east-west across the top quarter of the area providing access to Interstate Highway 10 and New Mexico. All other roads are two lanes at this time. Country Club Road provides IH-10 access; Borderland Road crosses the river but does not reach the freeway. The only way traffic in the study area can reach these east-west arterials is on two north-south roads, Westside Drive and Upper Valley Road. All other roads provide strictly internal circulation to the area.

History

1950-1980

Prior to 1954 the study area was under El Paso County jurisdiction. It was mostly farmland with scattered houses serving the agricultural residents. Small portions were annexed into the City of El Paso on three occasions: The City annexation of 1954 included 52 acres north of Country Club Road within the current study area. More importantly, this annexation brought the whole of the study area into the extraterritorial jurisdiction of the City. The annexation of 1968 specifically added a small 6-acre area adjacent to the previously annexed area. Another annexation in 1978 was mainly east of the river, but it included about 13 acres of the current study area.

Subdivision records indicate 246 acres were subdivided from 1970 to 1980. A total of 452 lots were created by the new subdivisions. The gross density is calculated to be 1.8 lots/acre. No zoning information is available since the vast majority of the area was under the County, which has no zoning authority.

1980-1990

A major annexation in 1987 of over 2,400 acres brought the entire study area into the City and established the current boundaries. During the 1980's a total of 89 acres was subdivided. The total number of lots in those subdivisions was 118 lots for an average gross density of 1.3 lots per acre.

By the year 1990 the total population was 1,982 living in 578 dwelling units according to the U.S. Census Bureau, 1990 Census.

In 1987 all Upper Valley annexed land was initially zoned R-3 (Residential) as required by ordinance. However, soon thereafter the City prepared a zoning plan, as also required by ordinance, in order to determine and apply the most appropriate zoning. The vast majority of land was rezoned from the R-3 designation to lower intensity uses during this period. The only cases of up zoning were the Tennis West Planned Residential project, which required PR-1 zoning and a small subdivision that went from R-F back up to R2A -sp.

1980-1990 Re-Zoning Cases

<u>New</u>	<u>Old</u>	<u>Total Acres</u>	<u>Total Parcels</u>
C-1	R-3	5.17	1
PR-1	R-3	47.94	165
R-1	R-3	294.62	179
R-2	R-3	256.33	501
R-3	R-F	2.30	1
R-F	R-3	1,239	372
S-D	R-3	4.30	2
		1,849.66	1,221

1990-2000

The Upper Valley Plan was approved in 1996 and is still referenced in the 1999 Plan for El Paso. The Upper Valley Plan divided the Upper Valley into several policy areas and each had specific policy recommendations. The study area between Borderland Road and Country Club, bounded by the Rio Grande and the City limits was designated Area 5A.

The 1996 Upper Valley Plan recommended that Area 5A remain “low density residential” with “medium density residential and neighborhood commercial” to be allowed as nodes at four major intersections. The proposed nodes were to be at the intersections Westside Drive makes with Artercraft and with Gomez as well as at the intersections Upper Valley Road makes with Artercraft and Country Club.

The policy recommendations of the Upper Valley Plan were made in qualitative terms; no numerical densities or zoning categories were recommended. However, a section titled “Justification” stated that large lot single family residences (R-1, R2 and R2-A) represent the dominant land use in this area ... and are expected to remain in the future.” The intent of the plan was to restrict rezonings to R2-A or less except at the proposed nodes.

The 1996 Upper Valley Plan envisioned several future roadway expansions, which were also reflected in the Major Thoroughfare Plan. Artercraft was shown as a super arterial between New Mexico and IH-10. The plan also included the connection of Gomez Road to Redd Road via a new bridge across the River. Gomez and Westside Roads were planned as major arterials and Upper Valley Road planned as a minor arterial. A network of hike and bike trails is proposed to take advantage of the canal network.

1990-2000 Re-Zoning Cases

<u>New</u>	<u>Old</u>	<u>TotalAcres</u>	<u>TotalParcels</u>
C-1	R-3	12.8	4
R-1	R-F	10.4	14
R-2	R-F	107.79	7
R-2	R-1	152.2	285
R-2 c	R-2	96.7	1
R-2	R-3	93.9	247
R3	R-F	60.17	4
S-D	R-3	4.3	2
		538.26	564

During the 1990's 169 acres of land were subdivided. The total number of lots was 237 with an average density of 1.4 lots per acre. Some R-1 subdivisions and a private park in another subdivision cause this low average; most of the new developments had a somewhat higher density.

The 2000 U.S. Census counted a population of 2,184, a 10% increase from 1990. Dwelling units were counted to be 698, an increase of 20%, which shows a reduced number of persons per household in the area. Family income went up by 75% during the same time. The 1990 median family income was \$50,557 and the 2000 median family income was \$88,553. In conjunction with population increases the Damian Elementary School opened in 1992 at the extreme northern end of the study area.

The zoning change requests recorded during this decade contrast with the previous decade in that most were for up zoning to more intensive use. The first R3-A request was approved during this time.

2000-present

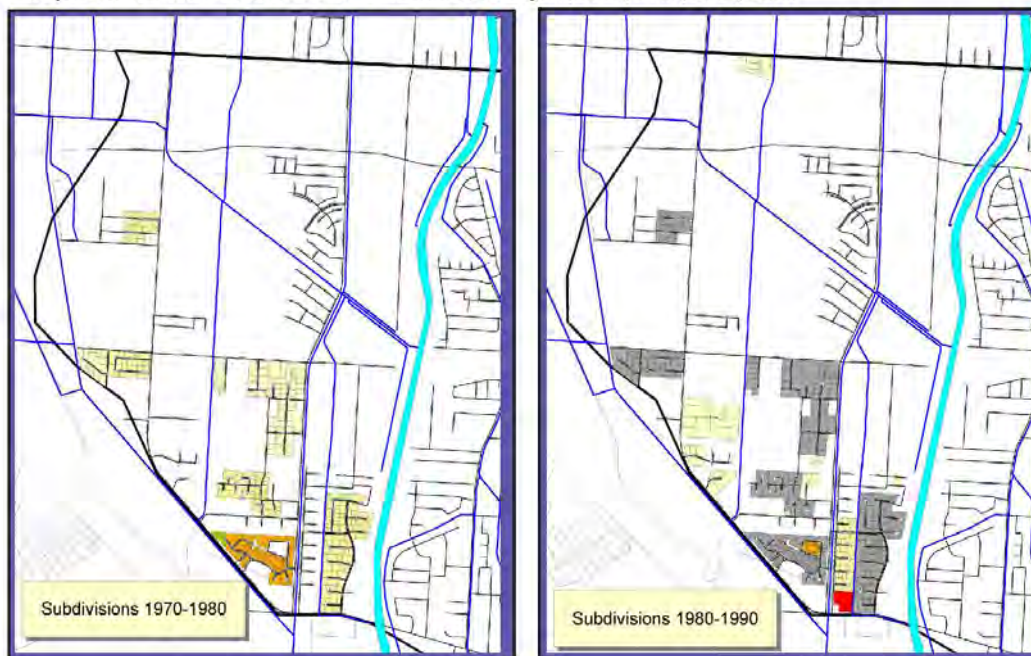
The construction of Artercraft Road was completed in 2000. Previously, residents had to use congested Country Club Road to get to other parts of El Paso. Artercraft Road is a super arterial that provides a direct link from the study area to IHI-10. The 1999 update of the Plan for El Paso recognized that this improved access would stimulate growth. The Plan, approved by City Council, included specific policies for the Artercraft Corridor in the Upper Valley. These policies designated the entire corridor for "mixed use", including office parks and apartment complexes. The accompanying maps showed medium density residential and mixed use in the corridor.

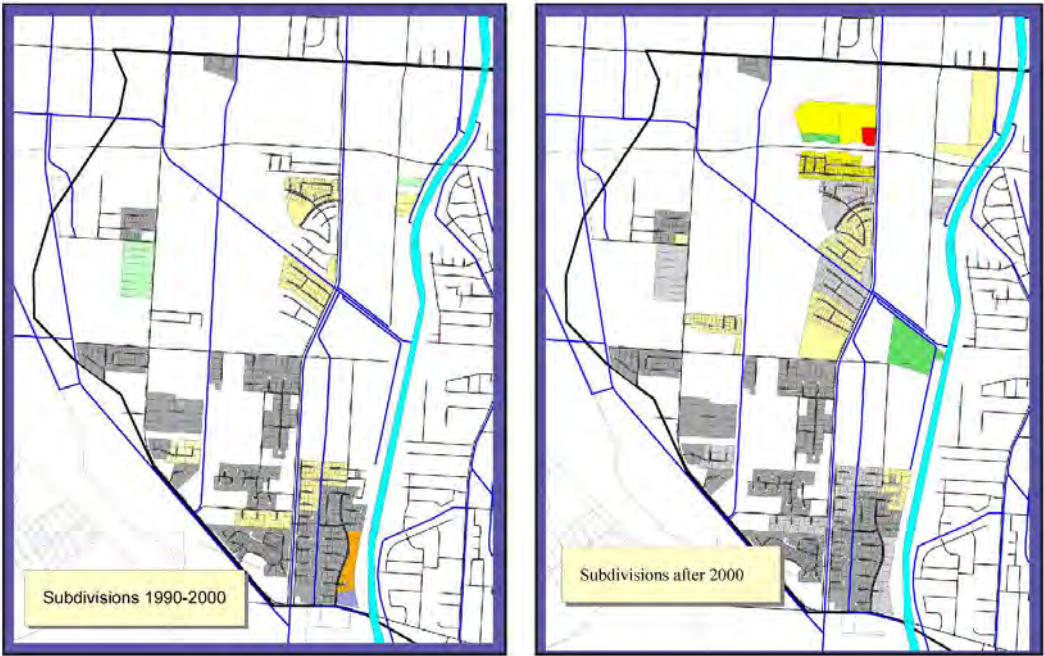
2000-Nov. 2003 Re-Zoning Cases

<u>New</u>	<u>Old</u>	<u>TotalAcres</u>	<u>TotalParcels</u>
C-2	R-F	1.95	1
R-2	R-F	79.86	55
R-2	R-3	35.1	3
R-3A	R-F	105.94	141
		220.9	199

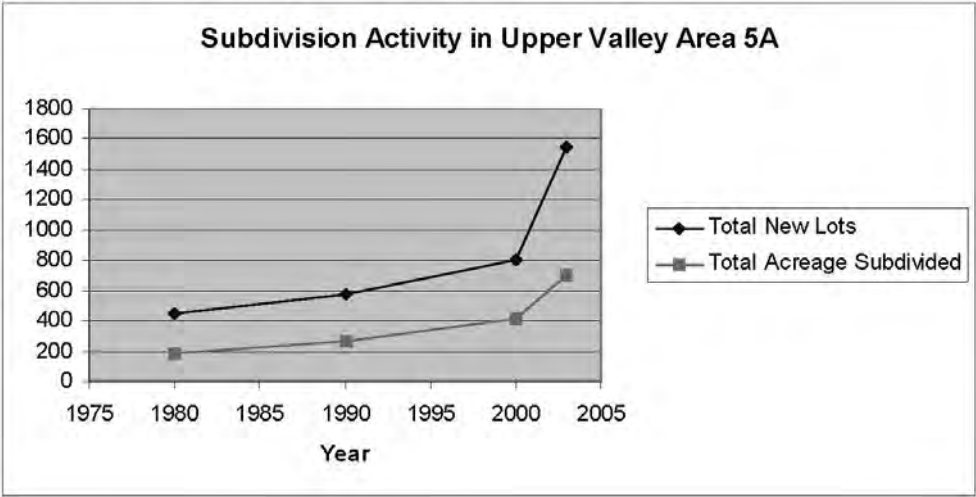
In the three years between the opening of Artercraft Road and this report, the Planning department has received subdivision applications covering 220 acres. At the latest count, the number of lots in these requests total 713 for a calculated net density of 3.4 per acre. Among these subdivisions were the first R3-A projects within the study area. Building all 713 new home sites would more than double the number of dwelling units in the study area since the 2000 census, which counted 698.

Maps 2 to 5. Subdivision Growth - Time Series Analysis, 1980, 1990, 2000, 2003





Graph 1. Subdivision Growth Over Time



All but one zoning change since 2000 has been to up zone R-F (Ranch Farm) to more intensive residential or commercial uses, including over 100 acres for R3-A. The areas rezoned to R3-A are all part of subdivisions abutting the Artercraft corridor.

<u>Use</u>	<u>Number of Parcels</u>
<i>Single Family</i>	800
<i>Ranch/Farm</i>	153
<i>Vacant</i>	368
<i>Commercial</i>	10
<i>Other</i>	19

Two new parks have been dedicated for a total acreage of 40 acres. This equals 1.6% of the total study area. No new schools, police stations or fire facilities have been added although new facilities have been built outside of the area that provide additional service. According to EPISD criteria, an elementary school should be constructed when 600 students are available, with the corresponding number rising to 1000 for a middle school and 2000 for a high school. The current student population is accommodated within existing schools at this time.

Current Conditions

Existing land uses

The Planning Department field checked the existing land use of all parcels during the year 2002. At that time the most common land use in the study area was single family residential. Eight hundred parcels had single-family homes on them and an additional 153 parcels were identified as having Ranch-Farm uses. Vacant parcels totaled 368 and 10 had commercial uses. The remaining 19 parcels had other uses including 2 churches and 2 industrial uses.

<u>Current Zoning</u>	<u>Total Acres</u>	<u>Total Parcels</u>
<i>C-1</i>	12.75	4
<i>C-2</i>	1.95	1
<i>PR-1</i>	47.94	165
<i>R-1</i>	303.01	198
<i>R-2</i>	435.68	845
<i>R-2A</i>	119.05	6
<i>R-3A</i>	244.15	146
<i>R/F</i>	958.37	145
<i>S-D</i>	4.3	2
<i>Totals</i>	2,127.20	1,512

Existing Zoning

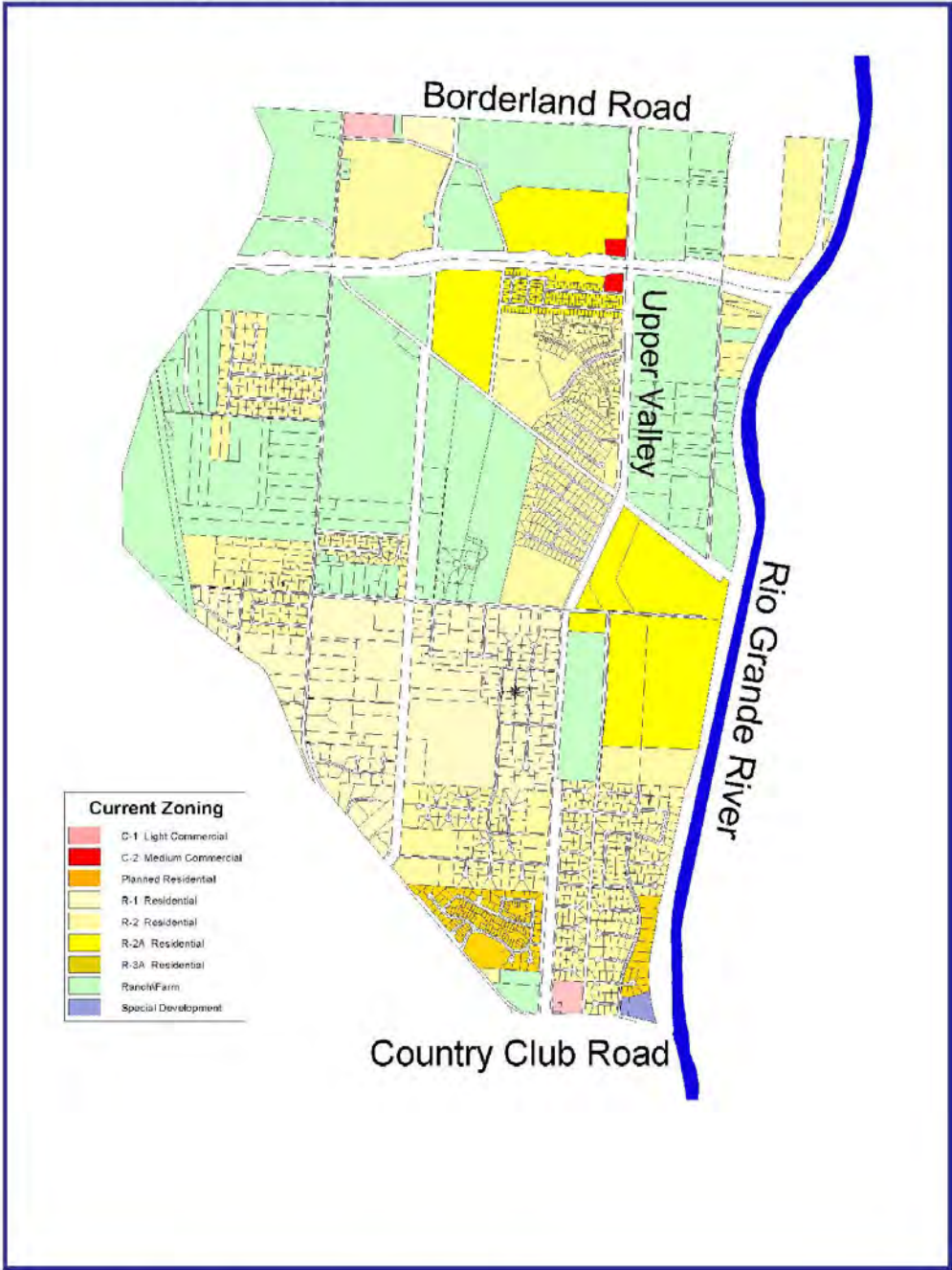
The predominant zoning designation in the study area at the time of this study, November 2003, is R-F (ranch farm), with nearly 40% of land zoned as such. R-1 makes up another 12% so the existing zoning is over 50% very low density residential. R-2 and R-2A are now over 20%. With the exception of 60 acres rezoned in 1996, most of the R-3A rezoning has occurred in the past three years to now constitute nearly 10% of the study area. The table below does include the area of the streets and the canals that occur within districts.

Short Range Planned Projects

Some new public services are planned in the short-term for the area. Two new parks have been dedicated, the 36 acre Valley Creek park next to the river at the extension of Gomez Road and a 3.4 acre unnamed park just north of Artercraft Road. The Rio Grande Trail System is under construction within the levee banks of the river. It consists of a hike and bike trail within the flood plain of the river.

Gomez Road will be extended, as a two-lane road, to provide access to Valley Creek Park. Right of way is also being acquired to accommodate four lanes on Upper Valley Road sometime in the future. The future connection of Gomez Road to Redd Road across the river is not planned until sometime between 2015 and 2025.

Map 6. Current Zoning - November, 2003



No new schools are known to be planned at this time within the study area. The area north of Gomez Road is in the Canutillo school district and the area south of Gomez Road is in the El Paso school district. Typical school district policies state that an elementary school should house 600-850 students, a middle school 1,000 – 1,200 students and a high school 2,000 – 2,300 students. A school district uses a “student per population” index to estimate the future need for new schools. Each dwelling unit is assumed to produce 0.2384 elementary aged children, 0.0993 middle school pupils and 0.1369 high school students.

The Fire department bases the need for new stations first on the distance from existing stations and second on the number of calls they receive per day. The study area is served by two fire stations outside the area but within the maximum distance requirement. Since the call rate at the two stations in the upper valley is still very low, no new stations are being planned at this time.

Alternative futures

Two questions need to be considered when charting the future of an area: “How many people should live there and how should they be accommodated?” These are policy questions to be decided by the City Council. Depending upon the policy choice, planning controls can be implemented to attempt to direct growth toward or away from the area. A certain amount of growth is inevitable in the study area as the regional population pressure grows, but the density and impact on city services can be guided by policy.

The City’s existing answer to the first question has been made in the form of a growth projection. A projection is an educated guess based on certain assumptions such as density of development and attractiveness of an area. By incorporating a given growth projection into the City Plan the policy decision has been made implicitly that the projected amount of growth will be acceptable.

How many people: MPO Projections

The El Paso MPO and the Planning, Research and Development Department work together to develop projections of population growth for over 660 separate zones in the region. These projections are based on regional control figures, which estimate the total growth in the region. The total new growth is then distributed to the zones deemed most likely to experience growth. Zones with low densities close to existing development are assumed to be prime candidates for growth. The final built-out density is assumed to match the average of recent, nearby growth.

According to this methodology, growth in the study area is projected to climb dramatically after the year 2000. The growth between 1990 and 2000, according to the census, was only 10% but the projected growth between 2005 and 2015 is estimated by the MPO to be 81%. The bottom line is that the over 2200 new dwelling units are expected to be constructed in this area between the year 2000 and the year 2025. In fact, 713 new lots have already been created in proposed new subdivisions since that time, so actual growth may exceed projections if the current trend is continued.

Another way of looking at how much growth an area should accommodate is by examining the portion of the whole region that the area holds. The percentage of the county’s population in the study area in 1990 was 0.33 %. According to the 2000 census that percentage had dropped slightly to 0.32% of the County. The growth projections suggest that in 2005 that number will increase to 0.5 percent and by 2025 the study area’s share will be 0.8 percent.

Such increases in population in an area must result in increased average housing densities. In 1990 there was one dwelling unit on the average for every four acres. In 2000 there was one household for every 3.5 acres. If the projections are correct, in 2025 there will be a household on every .8 acres on the average.

The MPO also projects employment growth. They project a total of 1091 employees will find jobs within the study area by the year 2030. Of course, these estimates are based on regional totals and may or may not actually occur.

<i>New dwelling units needed to meet growth projection</i>	<i>Year</i>			
	<i>2005</i>	<i>2015</i>	<i>2025</i>	<i>2030</i>
	<i>none</i>	<i>995 du</i>	<i>1542 du</i>	<i>2526 du</i>
<i>Gross density</i>		<i>Total Acres Needed for Housing</i>		
<i>1.5 du/acre</i>	<i>none</i>	<i>663 ac</i>	<i>1028 ac</i>	<i>1684 ac</i>
<i>2.5 du/acre</i>	<i>none</i>	<i>398 ac</i>	<i>617 ac</i>	<i>1010 ac</i>
<i>3.5 du/acre</i>	<i>none</i>	<i>284 ac</i>	<i>441 ac</i>	<i>722 ac</i>

How should new growth be accommodated: Alternative Urban Forms

The second question that needs to be answered is what the urban form should be to accommodate the future population in the study area. If the projected numbers of new dwelling units are accepted as the appropriate share that study area should hold, it means that 1515 new du's will need to be accommodated by 2025, in addition to the 713 already on the way.

One dimension of urban form is the gross density, how many houses per acre of land. Gross density means the overall average number of houses per every acre, including acreage set aside for parks, roads (often 30%) and all other uses. Net density counts only the actual lots that the houses sit on. The total acreage required to accommodate the projected growth at different gross densities is shown below. As can be seen in the table, the 713 lots in the new and proposed subdivisions surpass the projected need for 2005.

Land zoned R-F or R-1 is most likely to be subdivided to accommodate growth in the future. Currently there remain 958 acres zoned R-F (ranch farm) and 303 acres zoned R-1 (residential), so any average density in the above table requiring more than 958 acres would require rezoning existing R-1 as well as all the R-F. Rezoning additional acreage for commercial uses would also be required to accommodate development.

<i>Gross Densities of Typical Existing Subdivisions</i>					
<i>Name</i>	<i>Actual Zoning</i>	<i>Size in Acres</i>	<i>Number of Sites</i>	<i>Gross Density</i>	<i>Comments</i>
<i>River Park West</i>	<i>R-3A</i>	<i>31.2</i>	<i>137</i>	<i>4.4</i>	<i>Includes a park, pond and commcl</i>
<i>Los Nogales</i>	<i>R-2A</i>	<i>15.4</i>	<i>57</i>	<i>3.7</i>	<i>East of river (outside area)</i>
<i>Laguna Meadows</i>	<i>R-2</i>	<i>64</i>	<i>156</i>	<i>2.4</i>	<i>Includes a park and pond</i>
<i>Rancho Sereno</i>	<i>R-1</i>	<i>11.47</i>	<i>14</i>	<i>1.2</i>	
<i>Tennis West</i>	<i>PR-1</i>	<i>45.9</i>	<i>130</i>	<i>2.8</i>	<i>Incl tennis courts and ponds</i>

It is unrealistic to assume a uniform density over all the new growth as the table does above. The gross density of a typical subdivision depends on the zoning, which determines the size of the residential homesites, and on the amount of land devoted to non-residential uses. Non-residential uses include roads, which all subdivisions have, parks, schools, drainage structures and possibly even commercial parcels. Subdivisions can vary in their gross density even within the same zoning district. Nevertheless, the table below shows a typical gross density for zoning districts, in dwelling units per acre. These were obtained from subdivisions already built within or nearby to the study area.

Since zoning ultimately creates urban form, various combinations of zoning districts and their typical densities were combined in different ways to develop the three alternative concepts discussed next.



R-1 sp 1.2 units per acre



R-3A 4.4 units per acre incl. park and ponding area



R-2 sp 2.4 units per acre including ponding area



R-F .14 units per acre



PR-1 2.8 units per acre including parks and ponds

Alternative Plan Analysis

Alternative A Analysis

The first alternative was created to represent a continuation of current trends. It assumes all R-F land will eventually be rezoned to R-3A or R-2A. Most R-1 land is assumed to be rezoned to R-2A or R-2. The locations of the imagined future land uses are suggested in the concept map labeled "Alternative A."

Land Required for housing

Using the sample densities as a guide, this scenario would be able to accommodate nearly 4000 new dwelling units in addition to those subdivided at the time of this writing.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 939 elementary, 391 middle and 539 high school students. This is enough students to fill more than one new elementary school, depending on the age of the students. At the mandated ratio of one acre of park per 200 dwelling units this plan should provide 20 new acres of parkland.

Pros and Cons of Alternative A

Pros

- Requires no change in plan or policy
- Understood by development community
- Increases tax base
- Higher densities require less land per DU

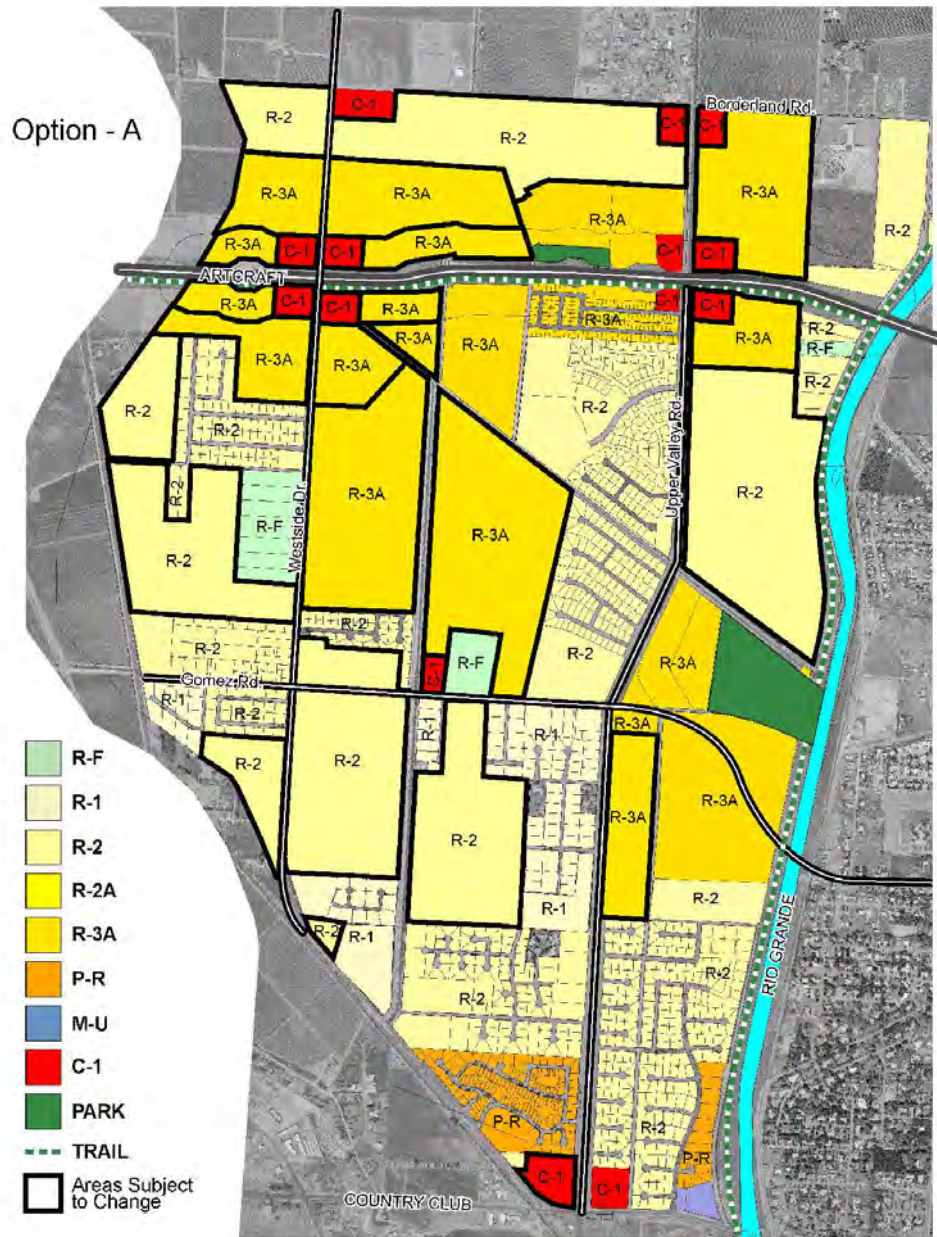
Cons

- Allows growth far exceeding projected numbers
- Changes rural ambience
- Diminishes agricultural land reserve
- Requires extensive public services

<i>Zoning</i>	<i>Available Land (Acres)</i>	<i>Density</i>	<i>Possible New DU's</i>
<i>C-1</i>	<i>34.5</i>		
<i>R-2</i>	<i>851</i>	<i>2.3</i>	<i>1957</i>
<i>R2-A, R-3</i>	<i>426</i>	<i>3.8</i>	<i>1618</i>
<i>R-3A</i>	<i>79</i>	<i>4.3</i>	<i>339</i>
<i>Total</i>			<i>3914</i>

Possible Future under Alternative A

Map 7. Alternative A Scenario - Conceptual Future Growth



Alternative B

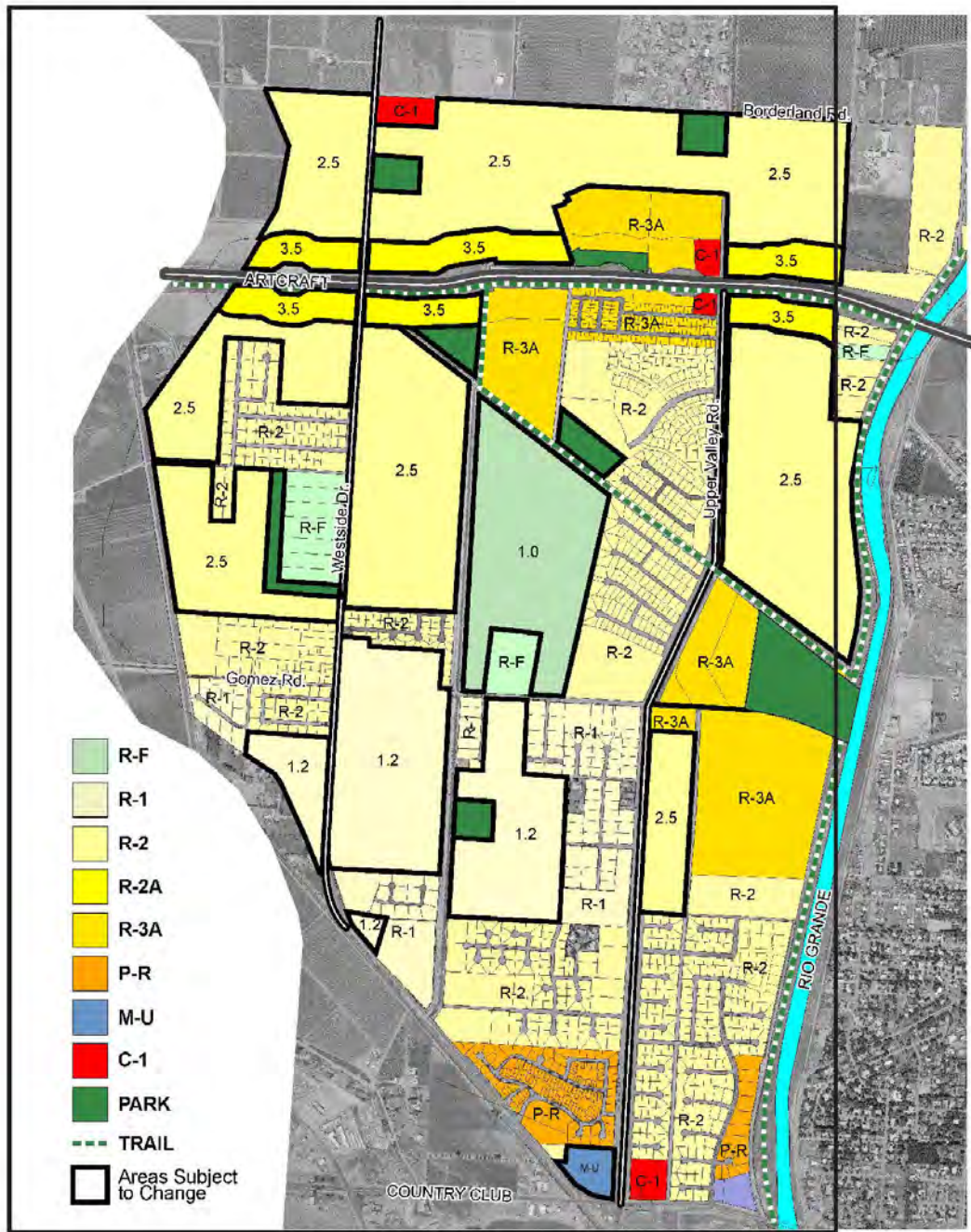
This concept is illustrated in the map "Alternative B." The Council motion of September 16, 2003 listed the following as directions as to how the Plan should be amended:

1. Along the Arcraft Road corridor:
 - Define the "Arcraft Road Corridor" as the area extending 400 feet on either side of the Arcraft right-of-way lines;
 - Restrict the density for any new residential development along the Arcraft Road Corridor to no more than five (5) dwelling units to the gross acre;
 - Require that developers provide and maintain a landscaped strip of property along Arcraft Road acceptable to the City and TxDOT;
 - Restrict commercial and mixed-use development to the "nodes" of the following intersections (with the "nodes" defined as the area extending 300 feet each way from the rights-of-way making the following intersection) as follows:
 - Arcraft Road at Upper Valley Road for commercial
 - Arcraft Road at Westside Drive for mixed-use
 - Restrict such commercial development to neighborhood-compatible uses with ample parking provided on-site;
 - Require a detailed site development plan for any commercial zoning requests;
 - Restrict commercial signage to neighborhood scale as allowable under law;
 - Prohibit on-street parking on any street crossing Arcraft Road;
 - Strictly enforce litter ordinances from any authorized commercial development.
2. For areas outside of the Arcraft Road corridor:
 - Large lot single-family residences should continue to be the dominant use in this area, consisting of a mix of R-2 and R-1.
 - Until such time as a comprehensive drainage study and flood plan for this area has been performed by the City, the Federal Emergency Management Agency, or a similar agency, the density for any new residential development to no more than four (4) dwelling units to the gross acre;
 - Discourage the use of Park Fees and require open and green space areas be planned and implemented wherever possible within a development;
 - For large tract developments (40 acres or more) of this region, encourage a layered approach to zoning and development, with buffers insulating less intensely developed properties from higher developed parcels, unless not possible by reason of acreage configuration or other reasons.
 - Encourage uses that accommodate the keeping of horses and plan for safe passage of horses and bikers along all arterials, collectors and sub-collectors through the use of horse trails, bike trails and/or ditch banks as well as access to the river park.

<i>Zoning</i>	<i>Available Land (Acres)</i>	<i>Density</i>	<i>Possible New DU's</i>
<i>Commercial</i>	<i>29</i>		
<i>R-1</i>	<i>210</i>	<i>1.2</i>	<i>258</i>
<i>R-2</i>	<i>849</i>	<i>2.3</i>	<i>1952</i>
<i>R2-A, R-3</i>	<i>219</i>	<i>3.8</i>	<i>835</i>
<i>Total New</i>			<i>3045</i>

Possible Future under alternative B

Map 8. Alternative B Scenario - Conceptual Future Growth



Alternative B Analysis

Alternative B attempts to imagine how amending the comprehensive plan in this way would control growth. No rezonings that conflict with the plan are contemplated, only rezonings from landowners taking full advantage of the maximum allowed by the wording are projected.

Land Required for Housing

Using the densities typical for the zoning which is likely to result based on this plan could allow up to 3045 new dwelling units in addition to those already subdivided at the time of this writing. This plan could accommodate the MPO projections through the year 2030.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 725 elementary, 302 middle and 416 high school students.

At the mandated ratio of one acre of park per 200 dwelling units this plan should provide a minimum of 15 new acres of parkland.

Pros and Cons of Alternative B

Pros

- Understandable by development community
- Allow economic return to landowners
- Maintains lower densities
- Mandates horse trails

Cons

- Requires more land per DU
- Changes rural ambience
- Does not preserve substantial amount of open space

Alternative C Analysis

This alternative plan was designed as a way to preserve more open space by taking advantage of the Planned Residential zoning category. Under such a zone, development is clustered around areas of open space and built at densities that are not permitted under regular residential zoning. Properly designed planned developments could accommodate the same number of dwelling units as conventional subdivisions while clustering the acreage that would otherwise be used as larger side and backyards into open space.

The concept map labeled "Alternative C" illustrates a possible way that new housing development could be planned to allow landowners to a similar return on their properties and still preserve open space for recreational or specialized farm uses.

Land Requirements

This scenario could also accommodate the 2025 growth projections but not the 2030 projections.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 533 elementary, 222 middle and 306 high school students.

Substantial amounts of open space would be retained under this plan. If the City purchased the land outright it would then be city parkland. This option is prohibitively expensive. Another option would be for developers to donate the land to a land trust, which could then transfer it to the City. If the developer retained ownership of the open space the cost of creating recreational opportunities would be the responsibility of the developer. However the City could assist in improving the open land to minimum standards for certain types of recreation such as biking, hiking or wildlife preserves if they were available to the public.

Studies have shown that cost of conserving open space can be offset by the benefits of not having to provide public services to the area.

Pros and Cons of Alternative C

Pros

- Requires less land per DU
- Allow sufficient economic return to landowners
- Maintains rural ambience
- Could preserve some farmland
- Less expensive to provide services

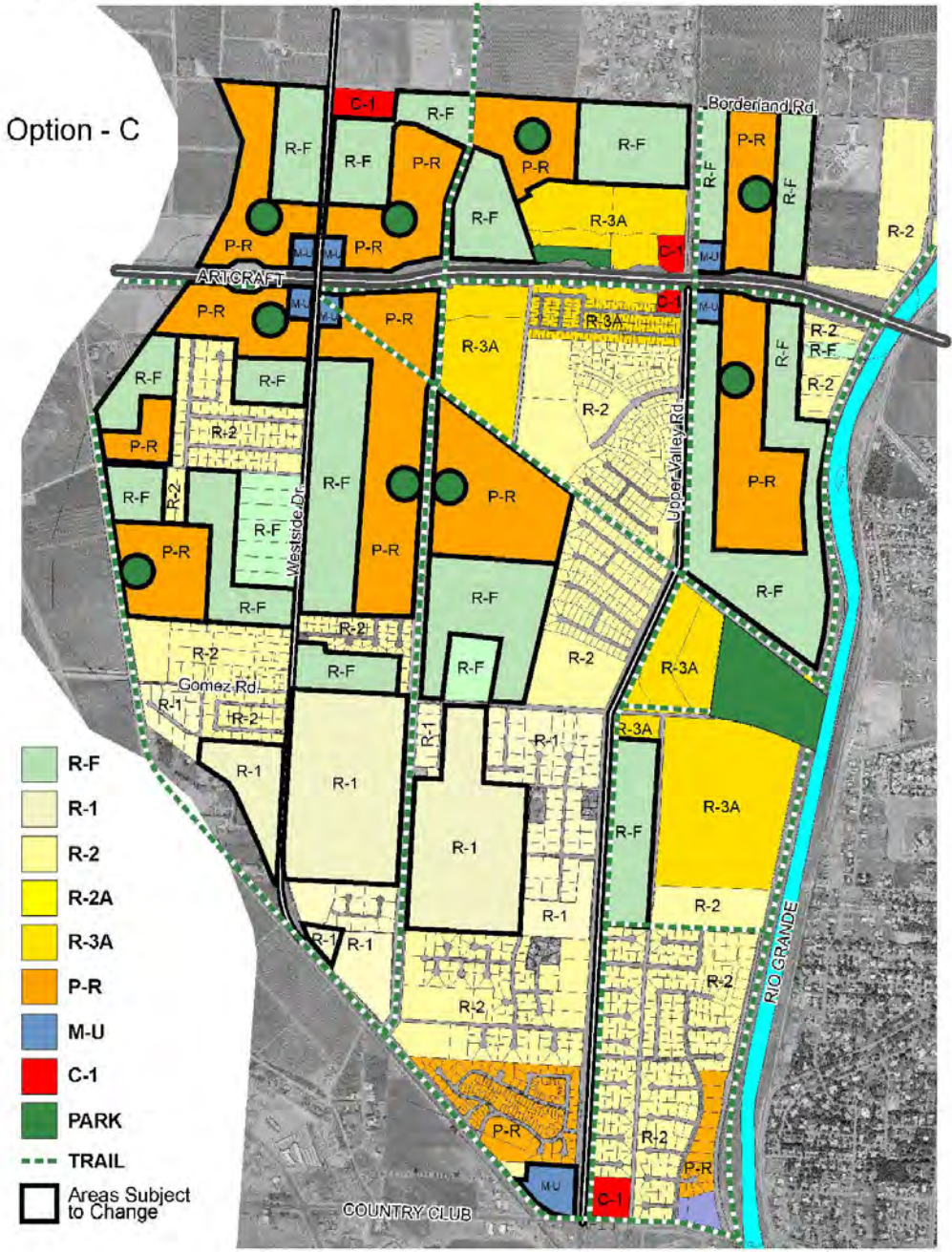
Cons

- May require changes in ordinances
- Marketability not proven in El Paso
- Requires consolidation of properties

<i>Zoning</i>	<i>Available Acres</i>	<i>Density</i>	<i>Dwelling units</i>
<i>Commercial</i>	29		0
<i>PR-1</i>	445	2.8	1248
<i>R-3A</i>	79	4.3	340
<i>R-2A</i>	85	3.7	315
<i>R-2</i>	42	2.3	99
<i>R-1</i>	174	1.22	213
<i>Open or R-F</i>	452		0
<i>Total</i>			2215

Possible Future under Alternative C

Map 9. Alternative C Scenario - Conceptual Future Growth



Transportation infrastructure Analysis

Alternative A:

Since this concept is essentially the one analyzed by the MPO their recommendations can be examined first. Virtually all new capacity would be in the form of roadway widening.

- Arcraft – super arterial
- Westside Dr. – Major arterial-with-bike-lane cross section 120'
- Gomez Rd. – Major arterial-no-bike-lane cross section 110' connecting to a bridge across the Rio Grande and thence to Redd Road.
- Upper Valley Rd. minor arterial-no-bike-lane cross section 110'

Alternative modes

A bike path is shown in the Plan for El Paso on Westside Drive. Arcraft Road already has a bicycle path. Transit service will be in the area but at long headways.

Gomez/Redd connection

If the planned connection to Redd Road via a new river crossing is not built the level of congestion and delay drivers experience on other roads would increase. The road that would be impacted most would be Upper Valley Road, which would approach its maximum capacity if Gomez was not connected but would be well under capacity if Gomez were connected.

Some other roads would show increases in traffic, but traffic on Borderland and Westside roads could actually decrease. The increases on Arcraft would be easily accommodated by that super-arterial. Country Club Road, however, is projected to be well over capacity regardless of the Gomez connection construction.

The table below shows the expected traffic on roads in the area for the year 2025. It also shows the volume to capacity ratio, which is simply how much of the roads comfortable capacity will be used up. Numbers less than one (1.00) show that the road could handle the expected traffic. Numbers close to or exceeding one (1.00) show that the traffic would be too much for the road in question.

<i>Predicted Daily Traffic and V/C ratio</i>				
	<i>Network with Gomez Road</i>		<i>Network without Gomez Road</i>	
<i>Arcraft</i>	<i>33,582</i>	<i>0.55</i>	<i>43,696</i>	<i>0.71</i>
<i>Westside</i>	<i>5,579</i>	<i>0.8</i>	<i>6,535</i>	<i>0.51</i>
<i>Upper Valley</i>	<i>9,985</i>	<i>0.69</i>	<i>13,996</i>	<i>0.94</i>
<i>Borderland</i>	<i>5,065</i>	<i>0.93</i>	<i>5,622</i>	<i>0.8</i>
<i>Country Club</i>	<i>20,582</i>	<i>1.62</i>	<i>19,731</i>	<i>1.76</i>
<i>Gomez</i>	<i>12,977</i>	<i>0.83</i>	<i>2,991</i>	<i>0.50</i>

Comparison of Traffic with and without Gomez/Redd Road Connection

Alternative B:

Analysis will be done when land uses are solidified.

Alternative modes

This concept calls for horse trails to be maintained “wherever possible”. The bike paths of the Plan for El Paso would continue to be part of the plan.

Alternative C: Clustered Plan

Analysis will be done when land uses are solidified.

Alternative modes

This alternative shows a more comprehensive network of walking, bicycle and equestrian trails along the canals and drains. Studies from other cities suggest this may reduce the number of short trips to the commercial uses that are made by automobile.

Implementation Strategies

Alternative A:

This concept will be implemented if no changes are made to the Plan for El Paso land use and thoroughfare sections. Zoning change requests to R-3A, R3 or R-2A would also be approved on a case-by-case basis. The planned widening and new construction of the thoroughfares shown on the Major Thoroughfare Plan will also need to take place.

Alternative B:

This plan would require amendment of the Plan for El Paso by adding a sub area plan that explicitly incorporates gross density limits, requirement for site plans, landscape buffers, and parking and signage restrictions. These requirements could then be added to any zoning change requests, perhaps as special contract conditions.

Park and/or thoroughfare plans would need to be amended to encourage open space and equestrian trails.

Alternative C:

This concept could be implemented in differing ways but each would require several actions to occur. Any Planned Residential projects following this plan would need to be fairly large and thus cover property that is currently under different owners. In order to ensure equitable treatment of property owners and avoid potential takings, a mechanism would need to be set up to prevent takings claims by landowners whose property remains open space.

One way of implementing this concept would be to allow transfer of development rights between property owners. This would permit low intensity uses to continue while allowing economic gain to the landowners. The State of Texas has not passed legislation enabling transfer of development rights so a City ordinance would be required. Purchase of development rights is another concept that could be investigated.

A third option would be creating a mandatory open space zoning district. Open space zoning, or cluster zoning, allows the same number of units as is permitted under the regular zoning. The units are clustered and about half of the site is consolidated into a large open space. There is a precedent for this concept in the Planned Mountain Development district.

Existing Planned Residential zoning requires that all land be under "unified control" so properties would need to be consolidated prior to applying for review of development plans. Current Planned Residential zoning rules state that the minimum size for a PR project is three acres, but in the Upper Valley that minimum may need to be raised.

The standards for design review would need to be defined in the sub-area plan so that Planned Residential projects would adhere to the goals of providing open space and rural ambience. Park plans and thoroughfare plans would need to be amended to reflect the goal of the sub area plan.

Zoning changes for increased density would need to be recommended against if they did not incorporate Planned Residential projects that met the standards of the plan.

Recommendation: Amendment to *The Plan for El Paso*

In formulating the recommendations given in this section the Planning, Research and Development Department attempted to balance three major goals:

1. The need for land to accommodate future population growth in the El Paso region, including a range of income levels.
2. The desires of existing residents to preserve the quality of life in the study area.
3. The rights of landowners to achieve reasonable economic return on their property.

Fiscal goals were not included. Such analysis could not be performed within the short time frame of the study. It was assumed that the tax revenue would balance the cost of servicing new growth.

Goal 1:

According to MPO projections, if the study area is to accommodate its fair proportion of regional growth, the total number of housing units in the study area in the year 2030 should be 3,939. The census found 698 housing units in the year 2000. Subdivision records indicate that since that time approximately 700 new home sites have entered the subdivision process. Therefore any plan should permit at least 2,541 new homes to be built. Moreover, the range of lot sizes and prices should reasonably accommodate many income levels.

Under the recommendations, over 3,000 additional new homes would be possible. Although the amendment would discourage any new R3A zoning, an overall total of approximately 950 housing units could result within areas already zoned R3A. About 300 new units would also be possible in areas already zoned R2A.

Goal 2:

The Planning, Research and Development Department and the City Council held well-attended public hearings before drafting these recommendations. Sixty-five surveys were returned after a meeting held within the study area. The vast majority of comments received stated that low density, large lot housing was preferred if new development were to occur at all. A vociferous segment of the public was strongly biased against the most recent R-2A rezoning case.

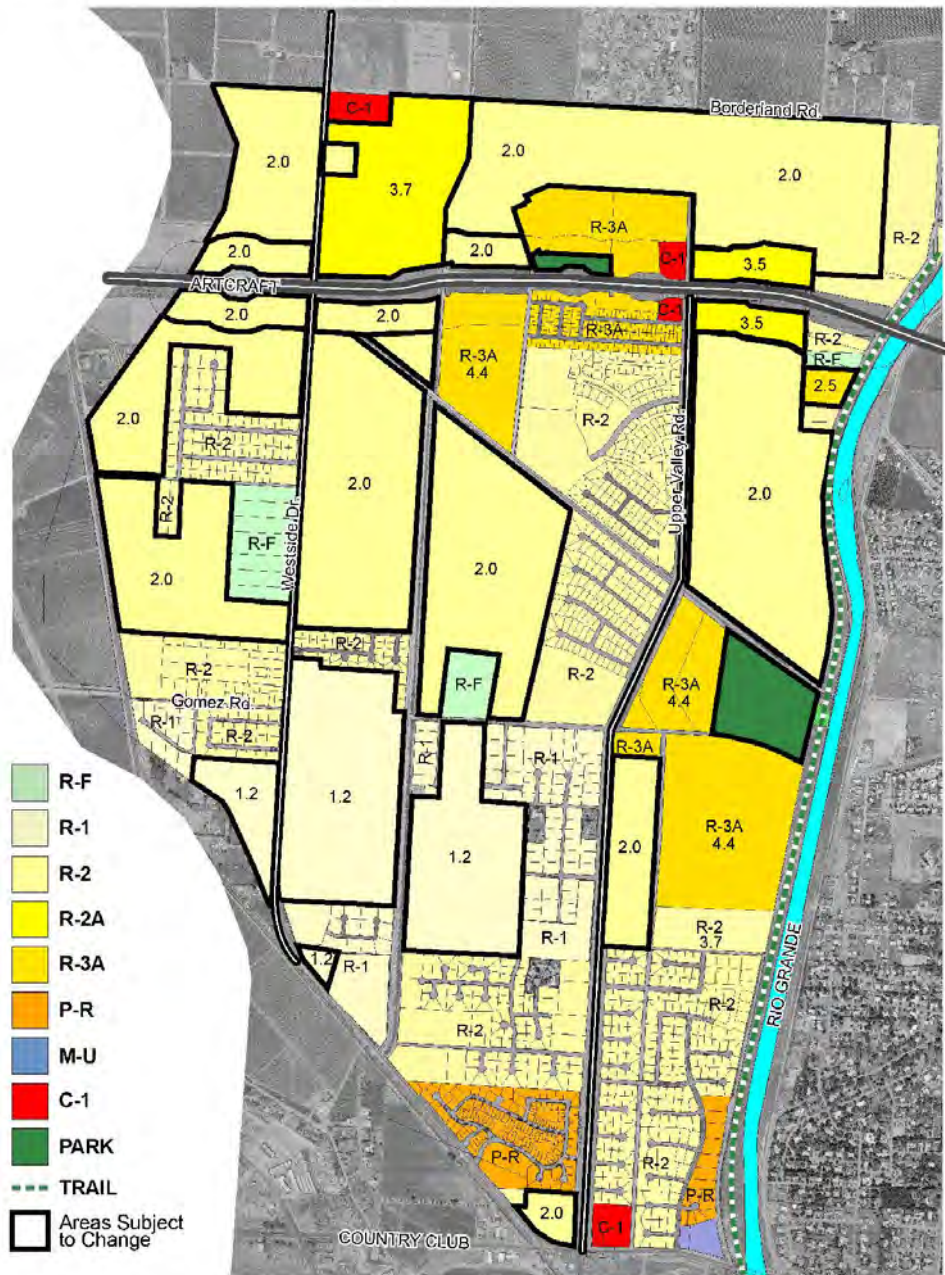
In the early meetings the Department put forward a concept for clustered development to preserve larger contiguous areas of open space. This concept was given due consideration by the participating public but was ultimately rejected in favor of large lot development. Reasons given included the lack of institutional structure to manage the open space and distrust that the open space would actually be preserved from future development.

The representatives of the resident group with which the Department had contact support the recommendations.

Goal 3:

Forty one percent of the land in the study area is already zoned such that higher densities than 2 units/acre are grandfathered in. Another 14% is zoned R-1 and is already developed at densities of less than 2 units/acre.

Map 10: One possible result of the proposed amendments
3144 new dwelling units



Approximately 900+ acres land in the study area (45%) remain zoned R-F (ranch farm). This is the land for which reasonable economic expectations most need to be met. Some of this land has been purchased by land developers, while most remains in agricultural use. Drought conditions have affected the profitability of farming in recent years so sale or development can be an attractive option. During the nineteen nineties, before the opening of Arcraft Road/Gary Ord Highway, the average density of farmland conversion development was about 2 units per acre.

Gated, large lot subdivisions have found a market on Westside mountain areas. Properly designed projects in the study area would have a reasonable expectation of selling as well.

Text of Amendment: (Approved by City Council January 13th, 2004)

Northwest Planning Area

The recommendations of The Plan for El Paso adopted in 1999 serve as guidelines for development and redevelopment for the City of El Paso and its extra territorial jurisdictions. Within the Northwest planning area, the recommendations of the Northwest Upper Valley Plan adopted in 2004 will serve as guidelines for development and redevelopment of the area bounded by the Rio Grande, Country Club Road, the Texas/New Mexico State line and Borderland Road. *Land included within a valid land study and subdivision or zoning applications on file as of January 12, 2004 are specifically exempted from the provisions of this Plan Amendment for so long as the project that necessitated such application is continued.*

Arcraft Road Corridor

- The Arcraft Road Corridor shall be defined as the area extending 400 feet on either side of the Arcraft Road right-of-way from Doniphan Drive to the New Mexico State line.

Recognizing that there will be increased interstate heavy traffic on Arcraft Road, new development along the Arcraft Corridor should be planned in such a way as to promote the welfare, beauty and comfort of the area along the Arcraft Corridor and in the remainder of the Northwest Upper Valley Study Area.

Residential development:

- Any new residential development within the Arcraft Road Corridor should be low density no more than five (5) dwelling units per gross acre.
- New development should be encouraged to provide and make provisions to maintain a thirty-five foot (35') landscaped strip of property along Arcraft Road measured from the edge of TxDOT right of way to include native plants and trees.

Commercial development:

- New commercial development should be restricted to the western side of the intersection of Arcraft Road at Upper Valley Road in an area extending 300 feet from the rights-of-way making the intersection.
- Commercial development should be restricted to neighborhood-compatible uses.
- A detailed site development plan should be encouraged for all commercial zoning requests.

Remainder of Northwest Upper Valley Study Area

This area--between the Rio Grande and the New Mexico State Line and between Country Club Road and Borderland Road, but excluding the Arcraft Road Corridor-- is characterized by the following:

- The area is a mix of agricultural use and very low-density large-lot single-family residences (a mix of R-1 and R-2), providing substantial open space and greenery. Residents have consistently expressed an interest in promoting the continuation of only agricultural and very low-density single family uses.
- Only a few collector roads serve the area and traffic circulation is hampered by the need to cross the Rio Grande on bridges at Country Club, Arcraft Road, and Borderland Road. Growth to the west in New Mexico and to the north in El Paso County will continue to funnel more people onto the routes for these bridges.
- Because of continuing agricultural use, the area is criss-crossed by irrigation canals and drains and their access roads that fall under the jurisdiction of the El Paso County Irrigation District #1.
- Most existing residential developments front onto the few collector roads and back onto irrigation ditches, leaving interior tracts of land that are accessible only by ditch-bank roads or by long or irregular routes to the collector roads.
- The area has unique features that attract many people to use the area for recreational activities such as bird watching, cycling, and horseback riding.
- The area lies in the Rio Grande flood plain, providing the potential for flooding, and there is not an up to date comprehensive drainage study or flood plan for this area.

As a result,

- New residential development should be very low density (a maximum of two and one half (2.5) dwelling units per gross acre) and on large lots.
- Buffering uses should be encouraged between areas of less-compatible uses.
- New street lighting should be encouraged to conform with recognized dark sky standards in order to preserve rural ambience. If dark sky standards are adopted by the City of El Paso they will take precedence.
- Within residential developments, open areas and green space areas should be planned and implemented wherever possible and developers should be discouraged from providing Park Dedication Fees in lieu of land for parks.
- The City, the El Paso County Water Improvement District No. 1, and developers should work together to plan for the safe passage of horses and cyclists along all arterials, collectors and sub-collectors and keep the area and the Rio Grande River Park accessible and compatible for these uses through the use of horse trails, bike trails and ditch banks.

The 2025 Projected General Land Use Map for the area is amended as shown on Map 11.

Map 11. Plan Amendment Recommendation- Year 2025 Projected General Land Use

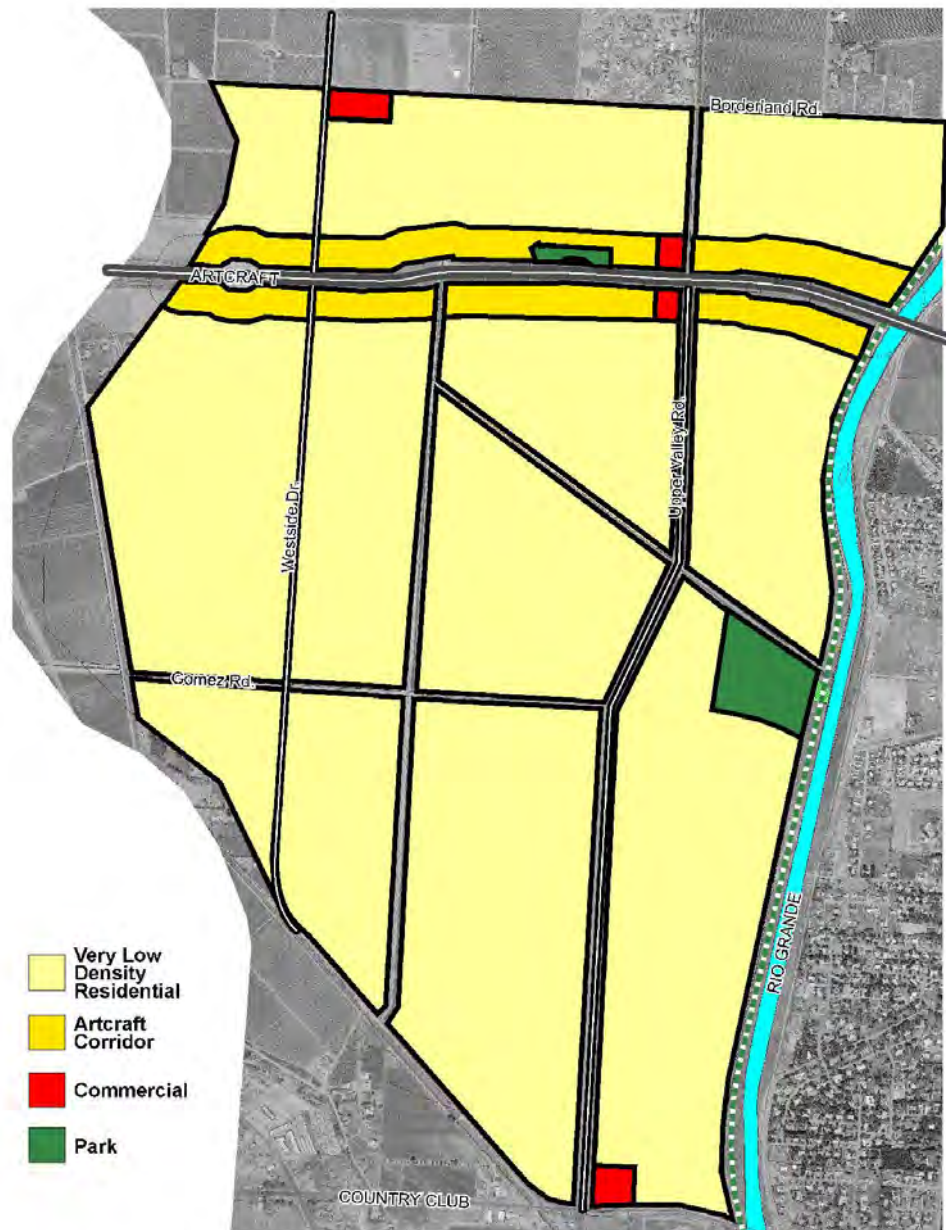


Exhibit 1

Results of Survey Given at Public Meeting on Upper Valley Plan

Survey from Meeting on Upper Valley Study – November 13, 2003

The most important factors to me for “quality of life” in the Upper Valley: **RANK (1= most important)**

- 1.9 points Keeping the density of housing low
- 2.1 points Keeping the size of the lots large
- 2.9 points Keeping the value of the homes high
- 3.3 points Preserving public open space, parks, and trails
- 3.6 points Maintaining rural uses such as for horses and farms
- 4.0 points Avoiding traffic and roadway problems
- 4.4 points Avoiding overcrowded schools

From this meeting, I believe:

tain**Agree Disagree Uncer-**

A revision of the Plan for the

Upper Valley is needed	59	2	2
The Council Revision will generally accommodate demand thru 2025	10	21	20
Most of the growth will be north of Gomez, in Canutillo ISD	12	10	13
Canutillo ISD will need to build 1 or more schools in the area	49	4	6
Valley Creek Park (37 acs) will be heavily used by Upper Valley residents	31	10	14
River Park trail will be heavily used by Upper Valley residents	31	8	15
Several smaller parks are also needed	27	18	9
Hike, bike, and horse trails should be included, with access to canal roads	51	5	1
I'd prefer a network of connecting trails rather than small parks in subdivisions	34	12	8
I'd accept tracts with smaller lots in exchange for more public open space	6	45	4
The Council Revision is fair toward landowners and developers.	7	34	13
The Revision to the Plan adequately describes the land use guidelines by referring to limits of 5 units per acre (Artercraft) and 4 units per acre	10	20	18
Away from Artercraft, the overall area should include a mix of R-1 and R-2, rather than each rezoned tract including both R-1 and R-2.	17	13	6
Currently, R-1 comprises 26% of all non-RF acreage; I want this % maintained in future.	38	12	4
R-1 zoning on existing tracts should be maintained; RF tracts should be rezoned R-1 or R-2 depending on surroundings.	38	15	1
R-1 should be mandated on tracts with certain characteristics; other tracts could be zoned R-1 or R-2, at landowner's option.		30	14
6			
City should seek legal way to require that each RF tract rezoned include both R-1 and R-2.	40	11	3
Gomez Road should not cross the Rio Grande before year 2015		54	7
2			
Gomez Road running West from Upper Valley Road should stay 2 lanes		51	5
5			
Gomez Road running East from Upper Valley Road can be 4 lanes	10	42	7

City of El Paso Planning, Research & Development Department

31

Survey Concerns

1. No R3A. (3)
2. Need for emergency assistance, fire & police substations. (4)
3. Why does City Council ignore CPC recommendations?
4. Repair the northern portion of Upper Valley Road starting on Gomez Road. (2)
5. Need to widen Country Club Road and install streetlights. (2)
6. Need streetlights on Upper Valley Road and Westside Drive. (2)
7. Make sure park fees are used for parks.
8. Why was Gomez Road paved if there is no money?
9. Water concerns. (7)
10. Do not need rezoning. (2)
11. Heavy construction trucks are tearing up the roads and are only being patched up instead of putting a base under the asphalt, which in turn would be able to handle heavy trucks.
12. Concerns about increased density, lack of infrastructure, drainage, and infringement on irrigation rights. (8)
13. Survey could be clearer, and questions are confusing. (3)
14. Gomez Road should not cross the River.
15. Primary zoning should be RF & R1 with irrigation. (12)
16. RF could be zoned for 3-acre Ranchettes.
17. Current Master Plan already references maintaining rural quality of life in the Upper Valley. How will a new plan be enforced any differently in the face of pressure from developers?
18. Development must stop until roads are repaired.
19. The City is only interested in developers. (2)
20. Concerned about traffic flow to Damian Elementary School and new High School at Transmountain & I-10. Borderland Road cannot handle traffic now.
21. Taxes being raised.
22. Over population. (4)
23. New Schools needed. (5)
24. The Valley is unique, desert is not. Schwartz can build in the east, north, etc. (3)
25. Heavy traffic. (5)
26. We must do all we can to enhance and preserve the natural greenery and beauty of the Valley. (7)
27. Afraid of losing home to Gomez Road expansion.
28. Need a Drainage Study.
29. Do the right thing. (2)
30. Will irrigation ditches be maintained so that water allotment from the Rio Grande River will continue?
31. Land has better uses than houses.
32. What is being done to preserve the animals; skunks, raccoons, owls, herons, etc. (4)
33. If Gomez Road is expanded, it will need constant repair due to the high water table.
34. Representative Austin said the Community wanted streetlights, but it does not want them.
35. Ensure mix of R1 & R2 outside of corridor, and ensure compliance with plan. (4)
36. Concerned that roadways have adequate passage for safe crossing of pedestrians and horses.
37. A traffic light at Upper Valley Road will make it very difficult to get out of Country Place Estates.
38. Would like a public horse arena.
39. Horses are not compatible with bike trails.
40. Willing to help work on plan. (2)

**** Number after comment is the number of times it was commented. If there is no number, comment was only made once.**

Exhibit 2

Ordinance Amending the Comprehensive Plan

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NORTHWEST UPPER VALLEY PLAN AS A SPECIFIC STUDY AREA PLAN TO BE INCORPORATED INTO THE CITY'S COMPREHENSIVE PLAN, THE PLAN FOR EL PASO, AND WHICH PLAN SHALL AMEND THE PLAN FOR EL PASO AND THE YEAR 2025 GENERAL LAND USE MAP INCORPORATED THEREIN.

WHEREAS, *The Plan for El Paso* was adopted by the El Paso City Council on April 27, 1999, and further ratified on February 18, 2003, pursuant to the provisions of Section 219.002 of the Texas Local Government Code as the comprehensive plan for the City; and

WHEREAS, the comprehensive plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, a specific recommendation of *The Plan for El Paso* is the creation of specific study area plans that will serve as a separate policy documents that give general support to the objectives of the City's comprehensive plan; and

WHEREAS, the El Paso City Council on September 16, 2003 directed the Planning, Research and Development Department to prepare amendments to the *The Plan of El Paso* to modify the goals, policies and land use recommendation for a portion of the Upper Valley with public input and to present these amendments to City Council within ninety (90) days; and

WHEREAS, the City Planning, Research and Development Department has developed a study area plan for the Northwest Upper Valley which identifies the impacts of growth and new development and proposes guidelines aimed at protecting the existing characteristics of the Northwest Upper Valley; and

WHEREAS, the El Paso City Council finds that the adoption of the Northwest Upper Valley Plan as herein enumerated will have no negative impact upon the public health, safety, morals and

general welfare of the City, and that the study area plan will carry out the purpose and spirit of the policies expressed in *The Plan for El Paso*.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the El Paso City Council hereby adopts the Northwest Upper Valley Plan as a specific study area plan, and that same shall be incorporated into *The Plan for El Paso* for all purposes, including amending the Year 2025 Projected General Land Use Map for the long-range development of the Northwest Upper Valley

2. **Except** as herein modified, *The Plan for El Paso* and its related documents shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

PASSED AND APPROVED this _____ day of _____, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Matt Watson
Assistant City Attorney

Patricia D. Adauto
Deputy Chief Administrative Officer
Building & Planning Services

ORDINANCE NO. _____

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed rezoning is in keeping with the policies of the G-4, Suburban (Walkable) Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The recommended conditions are as follows:

1. *That access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
 - a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
 - b. *Providing outdoor amplified sound.*
4. *That no office warehouse uses shall be permitted.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments or concerns regarding this rezoning.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No TIA is required.

A TIA report was provided and approved as part of rezoning Ordinance No. 19204 approved in 2021.

Streets Lighting:

Street Lights Department does not object to this request.

Artcraft Road is a Texas Department of Transportation (TXDOT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Project at Artcraft Road falls within TxDOT ROW, if any part of the project extends beyond that into the City of El Paso's right-of-way, the contractor must comply with El Paso City Municipal Codes and DSC guidelines.

Contract Management:

The project at Artcraft Road falls within TxDOT R.O.W. If any part of the project extends beyond that into the City of El Paso's right-of-way, the contractor must comply with El Paso City Municipal Codes and DSC guidelines.

El Paso Water

EPWater-PSB does not object to this request.

Water

There is an existing 12-inch diameter water main that extends along Westside Drive located approximately 7-feet west of the eastern right-of-way line. This main increases to a 16-inch diameter water main approximately 570-feet north of Miss Bev Avenue and continues north to Artcraft Road. No direct service connections are allowed to the 16-inch diameter water main as per the El Paso Water Utilities – Public Service Board Rules and Regulations. The 16-inch and 12-inch water mains are available for main extensions.

There are no water mains along Artcraft Road.

Water mains required to serve the project need to be extended by creating a looped system. Owner/Developer is responsible for all extension costs.

Previous water pressure from fire hydrant #6301 located at Westside Drive, 1800-feet north of Gomez Road, has yielded a static pressure of 72 psi, a residual pressure of 40 psi, and a discharge of 1,186 gallons per minute.

Sanitary Sewer

There is an existing 15-inch diameter sanitary sewer main along Westside Drive. This sewer main dead ends approximately 400-feet North of Miss Bev Avenue. This main is available for service and main extensions.

General

Sanitary sewer main improvements may be required downstream, depending on the anticipated land use and density of the proposed development. Owner/Developer is responsible for improvement costs.

La Union Lateral is an El Paso County Water Improvement District No. 1 facility. Permits for installation of water and sanitary sewer mains within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

We reviewed this property for City Engineering Land Development 5 Day Review under the Addition called "Artcraft" and provided the following comments:

1. Artcraft Rd. is a state highway; TXDOT roads are not designed to take in outside storm sewer flow.
2. Onsite Ponding note should read: "On-site ponding of all storm-water runoff discharge volume is required within this subdivision and shall comply with all provisions of the Municipal Code Section 19.19.010, DSC panel 1-4C-J, and DDM #11.1
3. The El Paso County Viewer (FEMA Region 6) shows this property within the flood zone; the structure shall be built 1 foot above the BFE.
4. The plans do not show a pond; need to show where the storm sewer runoff will eventually land.

Note: Comments to be addressed at the platting stage.

El Paso County 911 District

No comments received.

Texas Department of Transportation

TXDOT comments are to remove the proposed driveways along the SH 178 ramp. There is an access denial line along this location and TXDOT purchased the access rights years ago.

Access will need to be located on Westside drive.

Please have requestor submit grading and drainage plans for TXDOT approval once the said changes are made.

Note: Comments to be addressed at the permitting stage.

El Paso County Water Improvement District #1

An application, fee, and three irrigable land exhibits have been submitted.

Texas Gas Service

In reference to case PZRZ25-00008 - Artcraft and Westside, Texas Gas Service will need an easement to provide service to these buildings.

Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

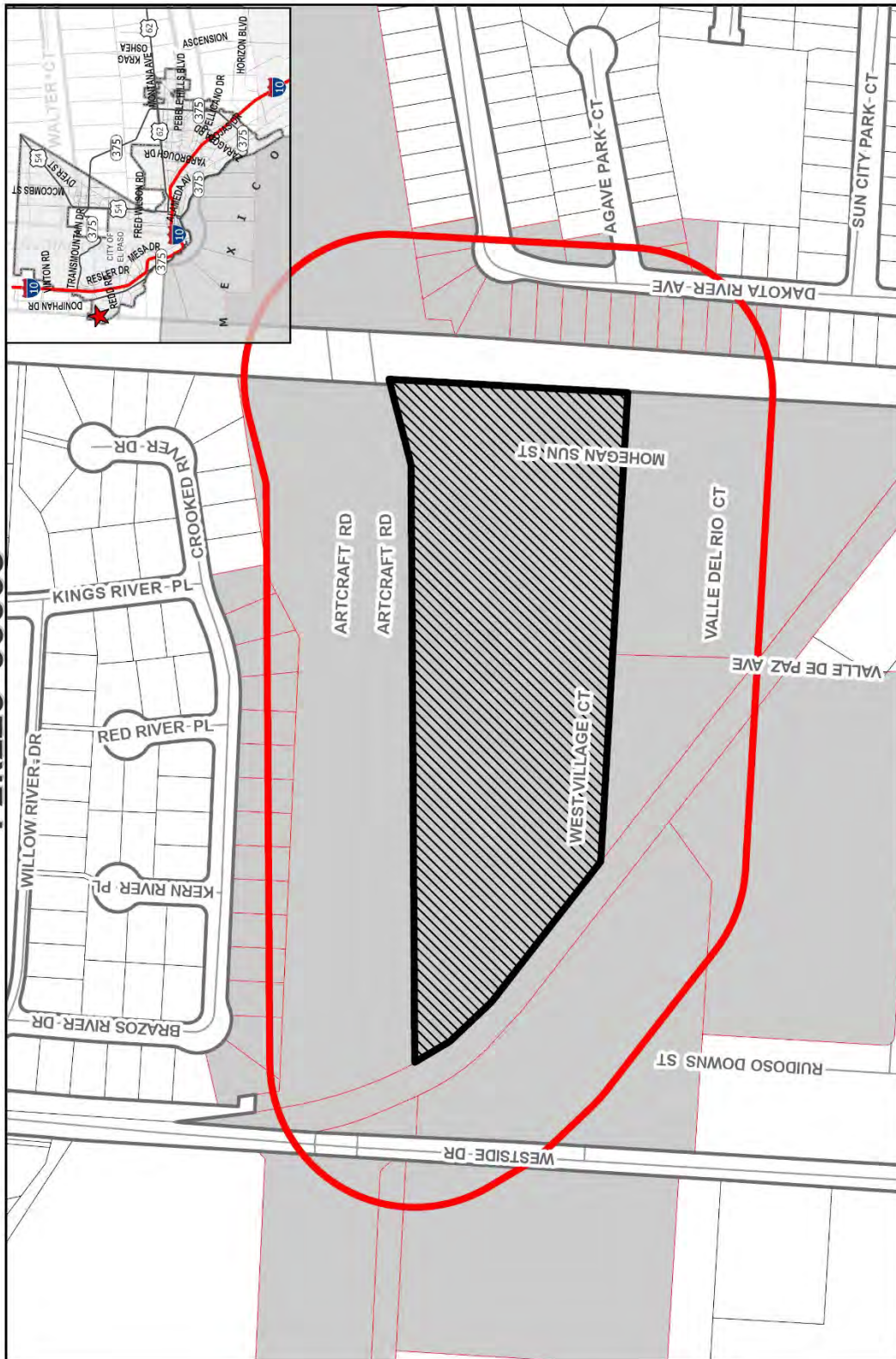
El Paso Electric

We have no comments for Artcraft and Westside.

PZRZ25-00008

ATTACHMENT 6

PZR25-00008



-  Subject Property
-  300 Feet Notice Area
-  Notified Properties

This map is designed for illustrative purposes only. The features depicted here are approximate and more precise studies may be required to determine the exact location of the subject property. The map is not to be used for legal purposes and may be subject to change without notice. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Legislation Text

File #: 25-1235, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of the North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 4806 Atlas Ave.

Applicant: JCGAR Ventures, PZRZ25-00015

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 11/4/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran

PHONE NUMBER: (915) 212-1607

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of the North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 4806 Atlas Ave.

Applicant: JCGAR Ventures, PZRZ25-00015

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily. City Plan Commission recommended 5-0 to approve the proposed rezoning on August 14, 2025. As of September 30, 2025, the Planning Division has received one (1) email in support of the request from the public. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application including the Logan Sunrise Neighborhood Association and the Mountain View Neighborhood Association. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Philip E. Ives

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE NORTH 193 FEET OF THE EAST ONE-HALF OF LOT 153, SUNRISE ACRES NO. 2, 4806 ATLAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of the North 193 Feet of the East One-Half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-4 (Residential) to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Jesus A. Quintanilla
Assistant City Attorney


Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ25-00015

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

April 27, 2025

**4806 Atlas Avenue
METES & BOUNDS DESCRIPTION**

Description of a parcel of land being the North 193 feet of the east one-half of Lot 153, Sunrise Acres No. 2, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 2, Page 7, Deed Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a found concrete nail marking the Northeast corner of Lot 153, and the Northwest corner of Lot 156, and on the South R.O.W. line of Atlas Avenue all in Sunrise Acres No. 2, City of El Paso, El Paso County, Texas;

Thence South 01°11'00" East along the common Lot line between Lots 153 and 156 a distance of 193.00 feet to a set nail;

Thence South 88°49'00" West a distance of 78.90 feet to a set concrete nail;

Thence North 01°11'00" West a distance of 193.00 feet to a found chiseled cross;

Thence North 88°49'00" East along the South R.O.W. line of Atlas Avenue a distance of 78.90 feet to the "Point of Beginning" and containing in all 15,227.70 square feet or 0.349 acres of land more or less. A plat of survey dated April 27, 2025 is a part of this description and is attached hereto.



Manuel Calderon

Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00

VP-C1
4806 Atlas

LOT 153

SET CONC. NAIL

S88°49'00"W

ROCKWALL

78.90'

SET CONC. NAIL

193.00'

CONC. SLAB

CONC. SLAB

4806 ATLAS
LOT 153
(VACANT LOT)

ROCKWALL

LOT 153

ROCKWALL

193.00'

S01°11'00"E

N01°11'00"W

DRIVEWAY

ROCKWALL

58.9'

FND. CHSLD CROSS

N88°49'00"E
(BEARING BASIS)

78.90'

SIDEWALK

CURB

30.0'

ATLAS AVENUE

P.C.
LOT 153
FND. CHSLD
CROSS



I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

E-Mail: CalderonEngineering@elpbizclass.com

Book 2 Page 7 Job No. 0225-158

4806 ATLAS AVENUE,
THE NORTH 193 FEET OF THE EAST ONE-HALF OF LOT 153,
SUNRISE ACRES NO. 2,
CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS
ATTACHED HERETO.

Field JM Office AS-C2 Date 04/27/25 Scale 1"=20'

CALDERON ENGINEERING

3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

4806 Atlas

City Plan Commission — August 14, 2025 **REVISED**

REZONING



CASE NUMBER: PZRZ25-00015
CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER: JCGAR Ventures
REPRESENTATIVE: Carlos Gomez
LOCATION: 4806 Atlas Ave. (District 2)
PROPERTY AREA: 0.35 acres
REQUEST: Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) email in support received as of August 13, 2025

SUMMARY OF REQUEST: The applicant is requesting to change the zoning of the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of quadruplex.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

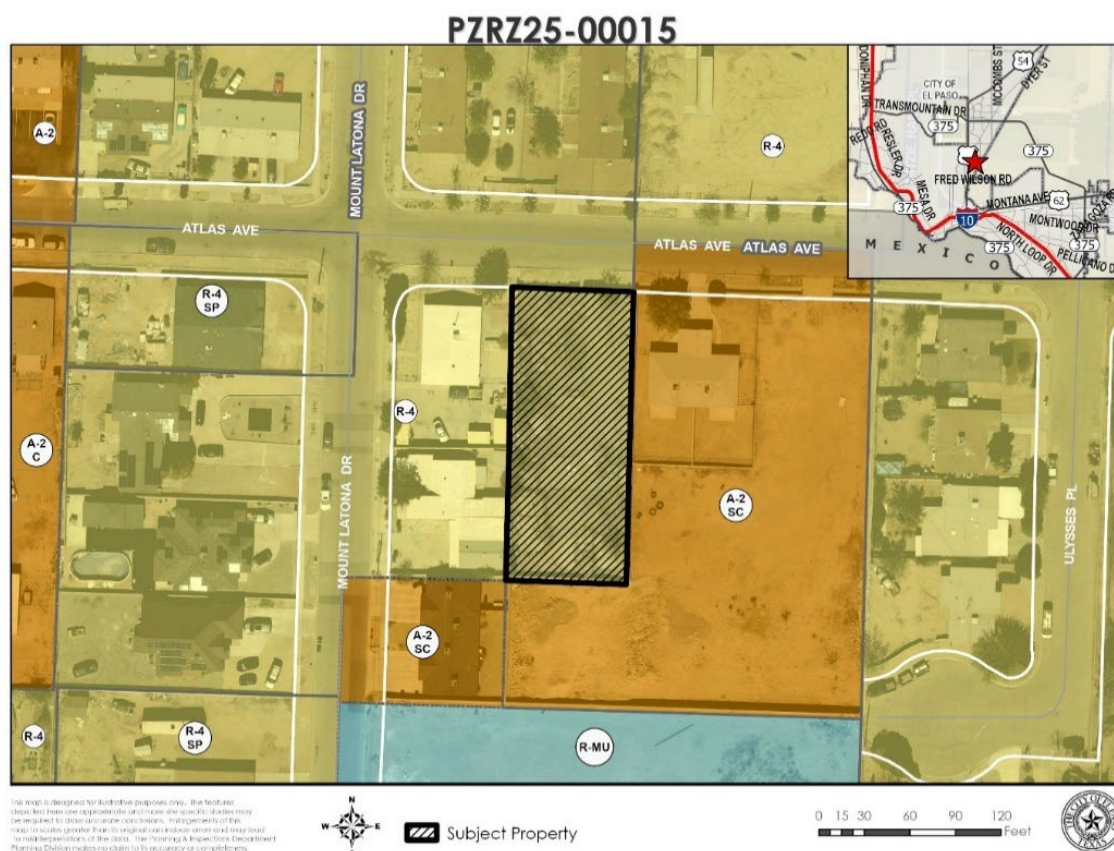


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of quadruplex. The property is approximately 0.35 acres in size and is currently vacant. The conceptual site plan shows two (2) proposed quadruplexes and parking. Primary access to the property is proposed from Atlas Avenue. The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with the existing surrounding residential development. Properties to the north are zoned R-4 (Residential) and consist of single-family dwellings and duplexes. Properties to the east and south are zoned A-2/sc (Apartment/special contract) and R-MU (Residential Mixed Use) and consist of vacant lots and a single-family dwelling. Properties to the west are zoned R-4 (Residential) and consist of single-family dwellings. The nearest school, Sunrise Mountain Elementary School, is located 0.19 miles away and the nearest park, Mountain View Park, is located 0.74 miles away from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post War Future Land Use designation of <i>Plan El Paso</i>. The proposed development will provide additional housing to the area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: A-2 (Apartment) District: The purpose of this district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The proposed A-2 (Apartment) zoning district will provide for the integration of multi-family use and higher residential density with adjacent A-2/sc (Apartment/special contract), R-MU (Residential Mixed Use) and R-4 (Residential) zoning districts in the surrounding area.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property will have access via Atlas Avenue (a collector) to Diana Drive and Gateway North Boulevard, which are classified as Major Arterials under the City's Major Thoroughfare Plan (MTP). There is existing A-2 (Apartment) zoning in the area.

THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is in transition to mixed residential zoning. Nearby areas have been rezoned from R-4 (Residential) to A-2 (Apartment) in the last 10 years to allow various types of residential uses in the area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Atlas Avenue which is classified as a collector in the City's Major Thoroughfare Plan (MTP) which is appropriate for the proposed commercial development. Sidewalks are currently present along Atlas Avenue abutting the subject property and within the existing surrounding development. There is currently one (1) bus stop located within 0.25 miles (5-minute walking distance), that is approximately 0.24 miles away from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the bounds of two (2) neighborhood associations including the Logan Sunrise Neighborhood Association and Mountain View Neighborhood Association. Public notices were sent to property owners within 300 feet on August 1, 2025. As of August 13, 2025, the Planning Division has received one (1) email in support of the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

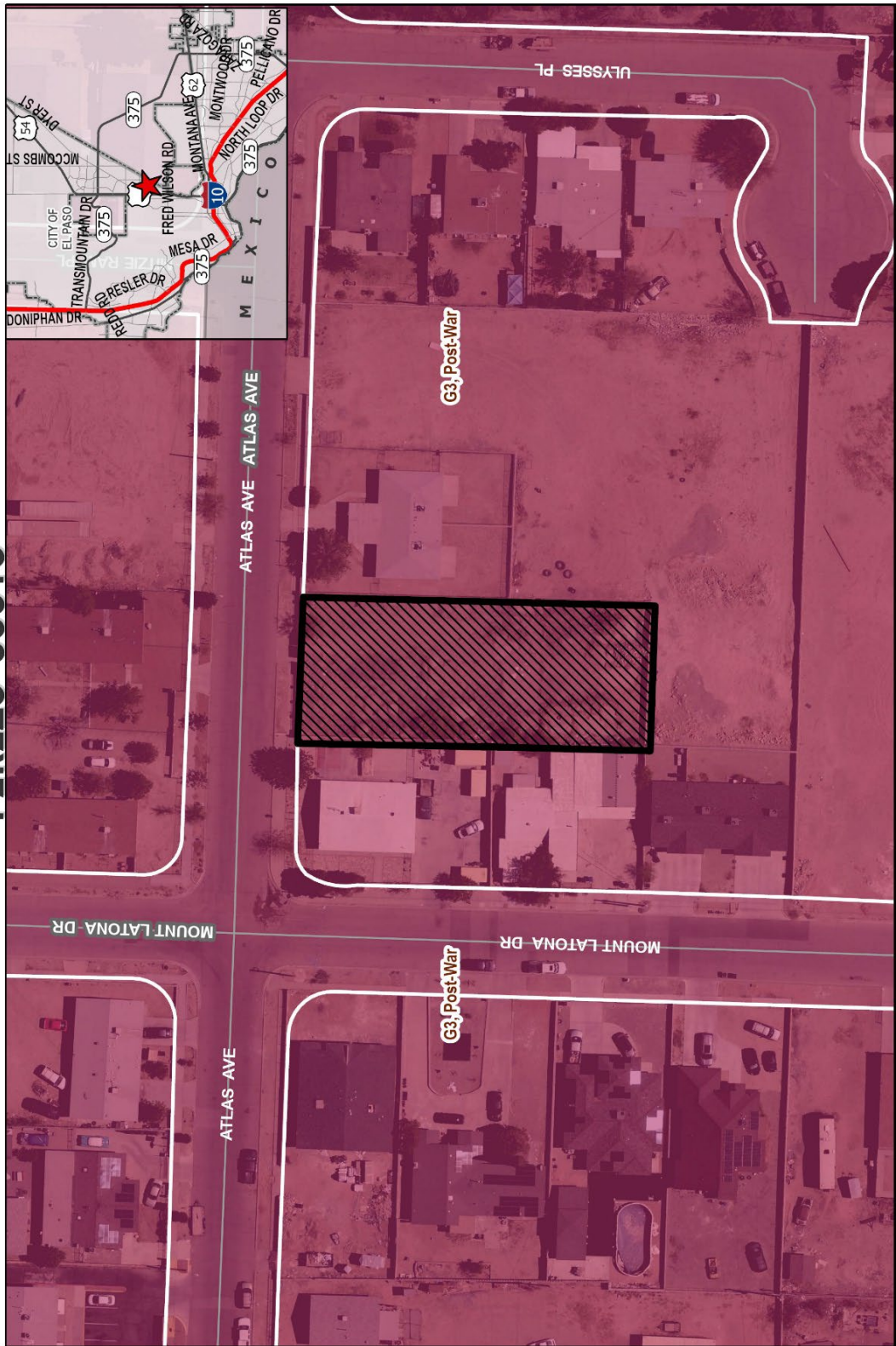
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

5. Public Input

ATTACHMENT 1

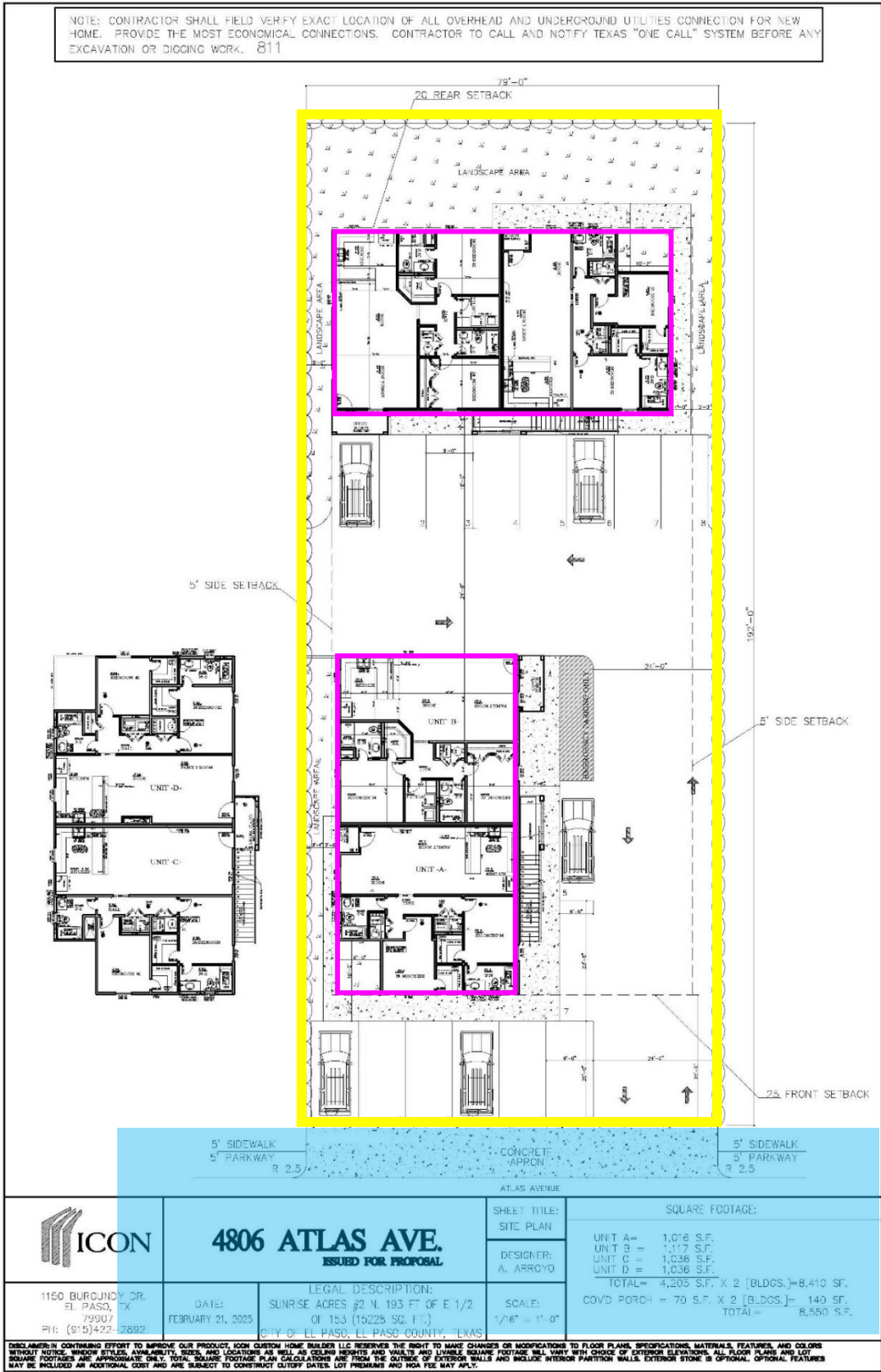
PZRZ25-00015



Subject Property

This map is designed for illustrative purposes only. The features, boundaries, and other information shown on this map may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized plot plan is not being reviewed for conformance due to conceptual nature. No objections to the proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Show all proposed drainage flow patterns on site plan and identify the onsite pond discharge location(s) for all storm-water runoff within the subdivision.

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments or concerns regarding this rezoning.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to the application.

No TIA is required.

Streets Lighting:

Street Lights Department does not object to this request.

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be

shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Contract Management:

Confirm that all curb cut locations and driveway approaches comply with current city spacing and sight distance requirements.

Indicate that any damaged structure within city ROW must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.

El Paso Water

EPWater does not object to this request.

Water

There is an existing 8-inch diameter water main extending along Atlas Avenue. This main is available to provide service.

Previous water pressure reading from fire hydrant #00204, located on the northeast corner of Atlas Ave and Mount Latona Dr. has yielded a static pressure of 100 psi, a residual pressure of 90 psi, and a flow discharge of 1299 gpm. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 12-inch diameter sanitary sewer main extending along Atlas Avenue. This main is available to provide service.

General

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District

No comments received.

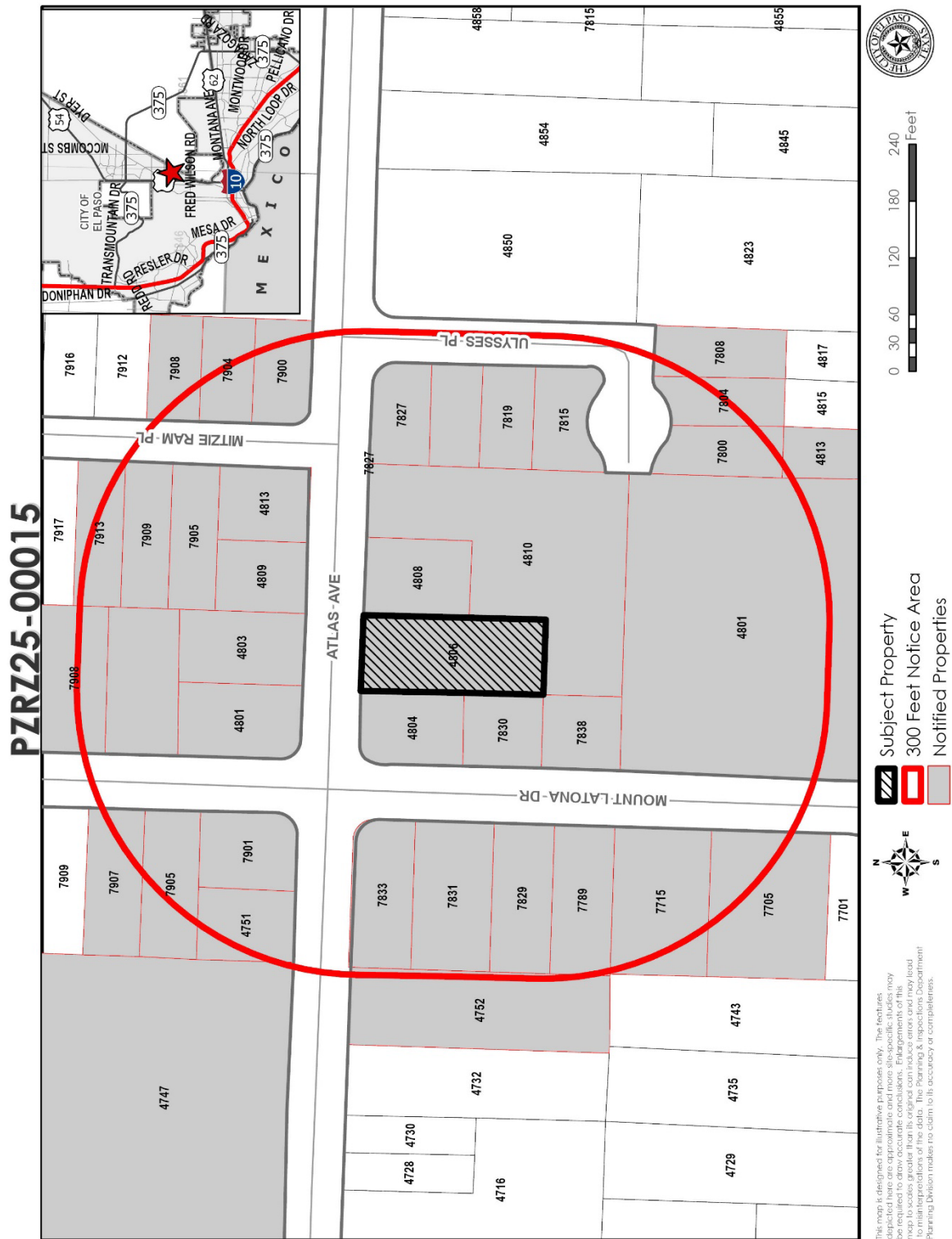
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4



ATTACHMENT 5

From: [PORFIRIO GUEVARA](#)
To: [Beltran, Jose V.](#)
Subject: Case: PZRZ25-00015
Date: Tuesday, August 12, 2025 2:11:47 PM

You don't often get email from pgr8buy@msn.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Re: Case PZRZ25-00015 -4806 Atlas

For - agree, ok

Pilo Guevara
4752 Atlas Ave
El Paso, Tx



Legislation Text

File #: 25-1340, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action directing the City Manager and City Attorney to review the Solid Waste lien process and to take the necessary actions to extend the current period of time allotted to assure the public has ample notice and opportunity to pay the reasonable expenses incurred by the City in weed abatement of private properties to bring them into compliance with Chapter 9.04 of the City Code and avoid solid waste liens being placed on their property.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 11/04/2025

CONTACT PERSON NAME Deanna Maldonado- Rocha

PHONE NUMBER: 915-212-0003

2nd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

3rd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8: Nurture and Promote a

SUBGOAL: Goal 2: Set the Standard for a Safe and

SUBJECT:

Discussion and action directing the City Manager and City Attorney to review the Solid Waste lien process and to take the necessary actions to extend the current period of time allotted to assure the public has ample notice and opportunity to pay the reasonable expenses incurred by the City in weed abatement of private properties to bring them into compliance with Chapter 9.04 of the City Code and avoid solid waste liens being placed on their property.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

For Notation pursuant to Section 2.92.080(B)(E) of the City Code, receipt of campaign contributions. Report any contributions or donations made to City Council of an accumulated total of \$500 or more. Report the name of the contributor/donor, amount, and date.

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

Continuation on discussion about code enforcement, weeds, and financial responsibility.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

*****REQUIRED AUTHORIZATION*****



Legislation Text

File #: 25-1352, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Mayor Renard U. Johnson, (925) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to direct the City Manager to issue a solicitation for a consultant to assess the Purchasing and Strategic Sourcing Department. The solicitation should provide for best practices, findings, recommendations, revisions and updates to existing processes, policies and manuals to ensure continued compliance with regulations.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: November 4, 2025

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Renard U. Johnson (915) 212-1052

DISTRICT(S) AFFECTED: 1-8

STRATEGIC GOAL: 1

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to direct the City Manager to issue a solicitation for a consultant to assess the Purchasing and Strategic Sourcing Department. The solicitation should provide for best practices, findings, recommendations, revisions and updates to existing processes, policies and manuals to ensure continued compliance with regulations.

COMMUNITY AND STAKEHOLDER OUTREACH: What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:



*****REQUIRED AUTHORIZATION*****

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

A handwritten signature in black ink, appearing to be "H. J. [unclear]", is written in the upper right quadrant of the page.

*****REQUIRED AUTHORIZATION*****



Legislation Text

File #: 25-1353, **Version:** 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to direct the City Manager to appoint a member to begin the process of mobilizing community partners and identifying funding sources to develop an advanced workforce training program for youth and adults through the establishment of a Northeast Advanced Skills Development Center, and identify potential funding sources to support this initiative.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 11/04/2025

CONTACT PERSON NAME Cynthia Boyar Trejo

PHONE NUMBER: 915-212-0004

2nd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

3rd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 4

SUBGOAL: 3.1 Improve the visual impression of the

SUBJECT:

Discussion and action to direct the City Manager to appoint a member to begin the process of mobilizing community partners and identifying funding sources to develop an advanced workforce training program for youth and adults through the establishment of a Northeast Advanced Skills Development Center, and identify potential funding sources to support this initiative.

COMMUNITY AND STAKEHOLDER OUTREACH:

To ensure that the development of this program and center reflects the community's needs, industry demand, and collaborative investment across education, workforce sectors and business.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

None

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

\$500 to go towards planning efforts to pilot the program. Source funding possibilities Meta Community Action Grant, State and Federal Grants and other identified funding sources.

*****REQUIRED AUTHORIZATION*****



Legislation Text

File #: 25-1354, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to direct the City Manager to begin a process to establish community partnerships aimed at developing a training and mentoring program for veteran entrepreneurs, and to coordinate the provision of support services to ensure veterans have the tools and resources necessary to succeed, and identify potential funding sources to support this initiative.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**



DEPARTMENT: Mayor and Council

AGENDA DATE: 11/04/2025

CONTACT PERSON NAME Cynthia Boyar Trejo

PHONE NUMBER: 915-212-0004

2nd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

3rd CONTACT PERSON

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 4

SUBGOAL: 3.1 Improve the visual impression of the

SUBJECT:

Discussion and action to direct the City Manager to begin a process to establish community partnerships aimed at developing a training and mentoring program for veteran entrepreneurs, and to coordinate the provision of support services to ensure veterans have the tools and resources necessary to succeed, and identify potential funding sources to support this initiative.

COMMUNITY AND STAKEHOLDER OUTREACH:

This outreach aims to identify resources and partnerships to support the creation of training, mentorship and support service programs designed specifically for veterans, transitioning service members and military spouses interested in entrepreneurship outreach listening sessions with veteran owned businesses coordination with educational trainers, community and workforce organizations to ensure a sustainable veteran focused approach.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

None

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

Identify funding sources.

*****REQUIRED AUTHORIZATION*****



Legislation Text

File #: 25-1325, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to rescind City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sean Haggerty Extension Project in the amount of \$6,800,000.00, due to the availability of State Infrastructure Bank loan funding for this purpose.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Capital Improvement

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, AICP

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL:

No. 7 Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland's) Construct Sun City Lights entryways

SUBJECT:

A resolution to rescind City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sean Haggerty Extension Project in the amount of \$6,800,000.00, due to the availability of State Infrastructure Bank loan funding for this purpose.

BACKGROUND / DISCUSSION:

In July of 2024 City Council approved the use of Capital Asset sales funding as a source of matching funds for the Sean Haggerty Drive Extension project and other RMS 2050 projects. With the approval of the State Infrastructure Bank Loan on Oct 28, the Capital Asset sales funding is no longer needed for the Sean Haggerty Extension project and can be returned. This resolution rescinds the approval to use Capital Asset Sales fund and replaces the existing funding with SIB loan funds.

COMMUNITY AND STAKEHOLDER OUTREACH:

August 10, 2023 - Community Meeting for Sean Haggerty Extension at Northgate Transfer Center

PRIOR COUNCIL ACTION:

Oct 28, 2025 - Council Action on execution of loan agreement with State Infrastructure Bank.
April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects
July 1, 2024 - Council approved the use of Capital sales funding as a source of matching funds for federally funded transportation projects

AMOUNT AND SOURCE OF FUNDING:

\$6,800,000 - Capital Assets sales funding to be returned to capital asset sales fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization - Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Sean Haggerty Extension Project in the amount of \$6,800,000.00 (the "Resolution of July 1, 2024"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as **Attachment "A"**; and

WHEREAS, on October 28, 2025, the City Council approved a Resolution authorizing the execution of a loan agreement for \$7,364,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Sean Haggerty Extension Project; and

WHEREAS, the City Council desires to rescind its approval of the use funds from the sale of capital assets for the Sean Haggerty Extension Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sean Haggerty Extension Project in the amount of \$6,800,000.00 is hereby rescinded, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

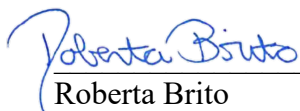
CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

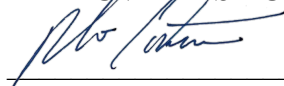
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Cortinas
Chief Financial Officer

Attachment A

Resolution

WHEREAS, The City of El Paso (“City”) is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the “TPB”) unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso (“City MTP & TIP Projects”); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations (“City MPO Match”) associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at (\$6,890,000.00) and \$11,181,092.60 respectively; and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this 1st day of July, 2024.

THE CITY OF EL PASO:



Oscar Leeser
Mayor

ATTEST:



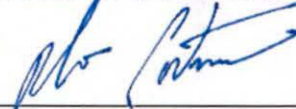

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Cortinas
Chief Financial Officer



Legislation Text

File #: 25-1330, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property commonly known as 311 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$864,800.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: City Manager's Office

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE: 11/4/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: 915-212-0825

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A resolution authorizing the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 311 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$864,800.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire the land commonly known as 311 West Overland Avenue, El Paso, Texas as part of the Downtown revitalization initiative and Convention Center Master plan.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session: 08/12/2024 & 03/17/2025

AMOUNT AND SOURCE OF FUNDING:

HOT Capital Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 311 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$864,800.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

APPROVED on this _____ day of _____ 2025.

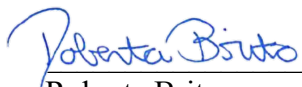
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

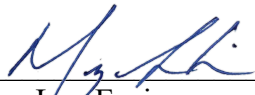
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
311 West Overland Avenue

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Lynx Industries, Ltd., a Nevada Limited Liability Company (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is the subject of this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. The Recitals are incorporated into the Agreement as if fully set forth herein.
- B. Under the conditions of this Agreement, the Seller agrees to sell and convey the property located at 311 Overland Avenue, El Paso, Texas, described by metes and bounds in **Attachment “A”**, attached hereto and made a part hereof for all purposes (the “**Property**”).

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$864,800.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through WestStar Title Company (the “**Title Company**”) at the Closing.

- B. The Buyer will submit a check to the Title Company in the amount of \$86,480.00 (“**Deposit**”), within 30 calendar days of the Effective Date. The Title Company will hold the Deposit in escrow and apply it to the Purchase Price at Closing in accordance to this Agreement.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller’s knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
3. Except for any reservations, restrictions, covenants, or rights-of-way of record as of the Effective Date, there are no other persons or parties claiming any rights to the Property, in whole or in part;
4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller’s obligations under this Agreement.
5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
6. Any work performed on the Property, or any materials provided for work on the Property, will be paid in full before Closing;
7. The Seller has not received any notices of eminent domain regarding the Property (other than from the Buyer);
8. There is no pending litigation pertaining to the Property which would reasonably prevent the Seller from conveying title to the Buyer;
9. The Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act; and

10. At Closing, there will be no unpaid utility bills, unfulfilled maintenance contracts, or liens in connection to the Property or any improvements on the Property.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SALE AND CONVEYANCE OF THE PROPERTY IS, AND SHALL BE, ON AN "AS IS" BASIS, WITH THE SELLER NOT MAKING, AND THE BUYER NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE. THE DEED SHALL REFLECT THE FOREGOING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 5 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist and are in possession and control of the Seller:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will not voluntarily make any material alterations to the Property after the Effective Date.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. The person signing this Agreement on behalf of the Buyer represents that he or she has the authority to bind the Buyer and that the Buyer can carry out the Buyer's obligations under this Agreement.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to such commitment for Title Insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 30 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the one described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 10 days of receiving the commitment for Title Insurance and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:
 - a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the

Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer refuses to postpone the Closing Date; or

- c. Notify the Buyer that the Seller does not elect to cure any one or more of the Buyer's objections, specifying which ones are to be cured (with or without a delay in the Closing Date) and which ones are not to be cured. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer does not wish to accept the same.
5. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
6. Prior to the Closing Date, Seller may retrieve and salvage any or all fixtures and improvements on, or from inside the building(s) on, the Property.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 14-calendar day notice and a 14-calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
2. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

3. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty which would cost more than \$500,000 to remedy, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 60 days after the Effective Date ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER'S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property. Such deed to be in the form included in this Agreement as **Attachment "B"**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks, if any, located on the Property;
 3. Appropriate evidence of authorization reasonably satisfactory to Buyer and the Title Company for the consummation of the transaction contemplated by this Agreement;
 4. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Seller, to finalize the closing of this Agreement; and
 5. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.
- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller:
 1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and

3. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Buyer, to finalize the closing of this Agreement.
 4. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. The apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The Seller shall not be responsible for any rollback taxes on the Property.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper

notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Attn: Real Estate Division P.O. Box 1890 El Paso, Texas 79950-1890 Email: realestate@elpasotexas.gov
To the Seller:	Lynx Industries, Ltd. 6913 Conestoga Rowlett, Texas 75089
Copy:	Clyde A. Pine, Jr. Mounce, Green, Myers, Safi, Paxson & Galatzan P.O. Box 1977 El Paso, Texas 79950.

E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following page.)

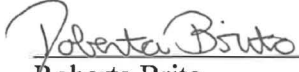
EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

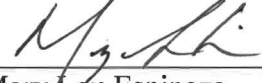
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

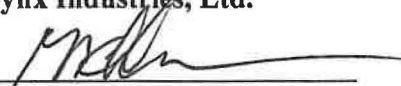
This instrument was acknowledged before me on this ____ day of _____, 2025,
by Dionne L. Mack, as City Manager of the **City of El Paso, Texas.**

Notary Public, State of Texas

EXECUTED by Seller the 15 day of October, 2025.

SELLER:

Lynx Industries, Ltd.

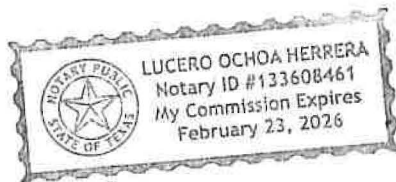


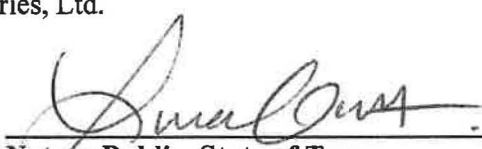
Michael Churchman
Manager

THE STATE OF TEXAS §

COUNTY OF Dallas §
~~EL PASO~~ §

This instrument was acknowledged before me on this 15 day of October, 2025,
by Michael Churchman, as Manager of Lynx Industries, Ltd.





Notary Public, State of Texas

ATTACHMENT "A"
PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

311 WEST OVERLAND AVENUE
A PORTION OF BLOCK 31, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.0816 ACRES (3,553.47 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.0816 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF LEON STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20070057014 OF THE EL PASO COUNTY PUBLIC RECORDS; THENCE, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 114.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON ASPHALT; THENCE, TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 20.00 FEET TO A BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS PARCEL AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

- 1) **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 86.67 FEET TO A PROPERTY CORNER ON BUILDING LINE, BEING THE NORTHWESTERN CORNER OF THIS PARCEL;
- 2) **THENCE**, TRAVELING NORTH 74° 26' 15" EAST, FOR A DISTANCE OF 41.00 FEET TO A PROPERTY CORNER ON BUILDING LINE, BEING THE NORTHEASTERN CORNER OF THIS PARCEL;
- 3) **THENCE**, TRAVELING SOUTH 15° 33' 45" EAST ALONG THE WEST LINE OF AN ALLEY (20.00' ROW), FOR A DISTANCE OF 86.67 FEET TO A FOUND NAIL, BEING THE SOUTHEASTERN CORNER OF THIS PARCEL;
- 4) **THENCE**, TRAVELING SOUTH 74° 26' 15" WEST ALONG THE NORTHERN WEST OVERLAND AVENUE RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 41.00 FEET TO THE SOUTHWEST BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS DESCRIPTION, BEING THE TRUE POINT OF BEGINNING, CONTAINING 0.0816 ACRES OF LAND.

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: Lynx Industries, Ltd.

Grantor's Mailing Address: 5538 Canada Ct.
Rockwall, Texas 75032-8411

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A", attached hereto and made a part hereof for all purposes.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be Added Per Title Commitment].

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the

GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

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

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Lynx Industries, Ltd.

Michael Churchman
Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this ____ day of _____, 2025, by Michael Churchman as Manager of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION

311 WEST OVERLAND AVENUE
A PORTION OF BLOCK 31, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.0816 ACRES (3,553.47 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.0816 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF LEON STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20070057014 OF THE EL PASO COUNTY PUBLIC RECORDS; THENCE, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 114.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON ASPHALT; THENCE, TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 20.00 FEET TO A BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS PARCEL AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

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Legislation Text

File #: 25-1331, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property commonly known as 315 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Addition, including any and all improvements located on the property, for \$1,988,991.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary to ensure the purchase and closing of the property.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: City Manager's Office

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE: 11/4/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: 915-212-0825

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A resolution authorizing the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 315 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Addition, including any and all improvements located on the property, for \$1,988,991.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary to ensure the purchase and closing of the property.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire the land commonly known as 315 West Overland Avenue, El Paso, Texas as part of the Downtown revitalization initiative and Convention Center Master plan.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session: 08/12/2024 & 03/17/2025

AMOUNT AND SOURCE OF FUNDING:

HOT Capital Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 315 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Addition, including any and all improvements located on the property, for \$1,988,991.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary to ensure the purchase and closing of the property.

APPROVED on this _____ day of _____ 2025.

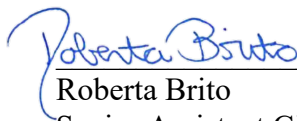
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
315 W. Overland Avenue

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Lynx Industries, Ltd., a Nevada Limited Liability Company (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is the subject of this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. The Recitals are incorporated into the Agreement as if fully set forth herein.
- B. Under the conditions of this Agreement, the Seller agrees to sell and convey the property located at 315 W. Overland Avenue, El Paso, Texas, and described in **Attachment “A”**, attached hereto and made a part hereof for all purposes (the “**Property**”).

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$1,988,991.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through WestStar Title Company (the “**Title Company**”) at the Closing.
- B. The Buyer will submit a check to the Title Company in the amount of \$198,899.00 (“**Deposit**”), within 30 calendar days of the Effective Date. The Title Company will hold

the Deposit in escrow and apply it to the Purchase Price at Closing in accordance to this Agreement.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
3. Except for any reservations, restrictions, covenants, or rights-of-way of record as of the Effective Date, there are no other persons or parties claiming any rights to the Property, in whole or in part;
4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller's obligations under this Agreement.
5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
6. Any work performed on the Property, or any materials provided for work on the Property, will be paid in full before Closing;
7. The Seller has not received any notices of eminent domain regarding the Property (other than from the Buyer);
8. There is no pending litigation pertaining to the Property which would reasonably prevent the Seller from conveying title to the Buyer;
9. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act; and
10. At closing, there will be no unpaid utility bills, unfulfilled maintenance contracts, or liens in connection to the Property or any improvements on the Property.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SALE AND CONVEYANCE OF THE PROPERTY IS, AND SHALL BE, ON AN "AS IS" BASIS, WITH THE SELLER NOT MAKING, AND THE BUYER NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE. THE DEED SHALL REFLECT THE FOREGOING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 5 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist and are in possession and control of the Seller:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will not voluntarily make any material alterations to the Property after the Effective Date.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property; and
2. The person signing this Agreement on behalf of the Buyer represents that he or she has the authority to bind the Buyer and that the Buyer can carry out the Buyer's obligations under this Agreement.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to such commitment for Title Insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 30 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the one described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 10 days of receiving the commitment for Title Insurance and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:
 - a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this

Agreement in accordance to Section 5(A)(2) if the Buyer refuses to postpone the Closing Date; or

- c. Notify the Buyer that the Seller does not elect to cure any one or more of the Buyer's objections, specifying which ones are to be cured (with or without a delay in the Closing Date) and which ones are not to be cured. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer does not wish to accept the same.
5. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
6. Prior to the Closing Date, Seller may retrieve and salvage any or all fixtures and improvements on, or from inside the building(s) on, the Property.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 14-calendar day notice and a 14-calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
2. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.
3. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty which would cost more than \$500,000 to remedy, then the Buyer may terminate this Agreement by sending a termination notice

to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 60 days after the Effective Date (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER’S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
1. A fully executed deed (“**Deed**”) conveying the title to the Property. Such deed to be in the form included in this Agreement as **Attachment “B”**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks, if any, located on the Property;
 3. Appropriate evidence of authorization reasonably satisfactory to Buyer and the Title Company for the consummation of the transaction contemplated by this Agreement;
 4. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Seller, to finalize the closing of this Agreement; and
 5. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller:
1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
 3. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Buyer, to finalize the closing of this Agreement.
 4. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. The apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The Seller shall not be responsible for any rollback taxes on the Property.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer:

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

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Copy: City of El Paso
Attn: Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
Email: realestate@elpasotexas.gov

To the Seller: Lynx Industries, Ltd.
6913 Conestoga
Rowlett, Texas 75089

Copy: Clyde A. Pine, Jr.
Mounce, Green, Myers, Safi, Paxson & Galatzan
P.O. Box 1977
El Paso, Texas 79950.

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following page.)

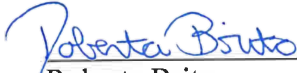
EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

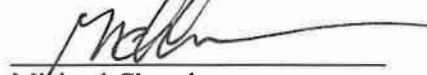
This instrument was acknowledged before me on this ____ day of _____, 2025,
by Dionne L. Mack, as City Manager of the **City of El Paso, Texas.**

Notary Public, State of Texas

EXECUTED by Seller the 15 day of October, 2025.

SELLER:

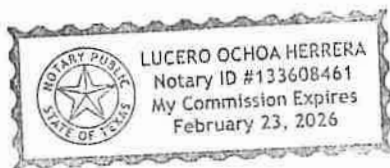
Lynx Industries, Ltd.



Michael Churchman
Manager

THE STATE OF TEXAS §
 Dallas §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 15 day of October, 2025,
by Michael Churchman, as Manager of Lynx Industries, Ltd.





Notary Public, State of Texas

ATTACHMENT "A"

PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

315 WEST OVERLAND AVENUE
A PORTION OF BLOCK 31, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.1504 ACRES (6,550.13 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.1504 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF LEON STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20150014501 OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE**, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 35.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON SIDEWALK; **THENCE**, TRAVELING NORTH 15° 33' 45" WEST ALONG THE EASTERN LEON STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 20.00 FEET TO A BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS PARCEL AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

- 1) **THENCE**, TRAVELING NORTH 15° 33' 45" WEST ALONG THE EASTERN LEON STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 83.67 FEET TO BUILDING CORNER, BEING THE NORTHWESTERN CORNER OF THIS PARCEL;
- 2) **THENCE**, TRAVELING NORTH 74° 26' 15" EAST, FOR A DISTANCE OF 49.10 FEET TO A PROPERTY CORNER ON BUILDING LINE;
- 3) **THENCE**, TRAVELING SOUTH 15° 33' 45" EAST, FOR A DISTANCE OF 2.00 FEET TO A PROPERTY CORNER ON BUILDING LINE;
- 4) **THENCE**, TRAVELING SOUTH 74° 26' 15" EAST, FOR A DISTANCE OF 29.90 FEET TO A PROPERTY CORNER ON BUILDING LINE, BEING THE NORTHEASTERN CORNER OF THIS PARCEL;
- 5) **THENCE**, TRAVELING SOUTH 15° 33' 45" EAST, FOR A DISTANCE OF 81.67 FEET TO A BUILDING CORNER, BEING THE SOUTHEASTERN CORNER OF THIS PARCEL;
- 6) **THENCE**, TRAVELING SOUTH 74° 26' 15" WEST ALONG THE NORTHERN WEST OVERLAND AVENUE RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 79.00 FEET TO THE SOUTHWEST BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS DESCRIPTION, BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 0.1504 ACRES OF LAND.

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: Lynx Industries, Ltd.

Grantor's Mailing Address: 5538 Canada Ct.
Rockwall, Texas 75032-8411

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A", attached hereto and made a part hereof for all purposes.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be Added Per Title Commitment].

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and

singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

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

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Lynx Industries, Ltd.

Michael Churchman
Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this _____ day of _____, 2025, by Michael Churchman as Manager of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION

315 WEST OVERLAND AVENUE
A PORTION OF BLOCK 31, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.1504 ACRES (6,550.13 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.1504 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF LEON STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20150014501 OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE**, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 35.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON SIDEWALK; **THENCE**, TRAVELING NORTH 15° 33' 45" WEST ALONG THE EASTERN LEON STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 20.00 FEET TO A BUILDING CORNER, BEING THE SOUTHWESTERN CORNER OF THIS PARCEL AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

- 1) **THENCE**, TRAVELING NORTH 15° 33' 45" WEST ALONG THE EASTERN LEON STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 83.67 FEET TO BUILDING CORNER, BEING THE NORTHWESTERN CORNER OF THIS PARCEL;
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Legislation Text

File #: 25-1332, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of the property comprised of 0.2107 acres on West San Antonio Avenue, a portion of Block 25, Mills Addition (PID 93782), for \$320,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: City Manager's Office

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE: 11/4/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: 915-212-0825

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A resolution authorizing the City Manager, or designee, is authorized to effectuate the purchase and closing of the property comprised of 0.2107 acres on West San Antonio Avenue, a portion of Block 25, Mills Addition (PID 93782), for \$320,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire the land commonly known as property comprised of 0.2107 acres on West San Antonio Avenue, El Paso, Texas as part of the Downtown revitalization initiative and Convention Center Master plan.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session: 08/12/2024 & 03/17/2025

AMOUNT AND SOURCE OF FUNDING:

HOT Capital Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property comprised of 0.2107 acres on West San Antonio Avenue, a portion of Block 25, Mills Addition (PID 93782), for \$320,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

APPROVED on this _____ day of _____ 2025.

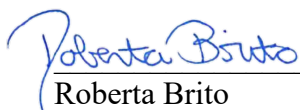
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

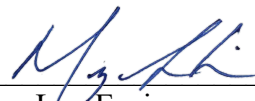
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID No. 93782

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Lynx Industries, Ltd., a Nevada Limited Liability Company (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is the subject of this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. The Recitals are incorporated into the Agreement as if fully set forth herein.
- B. Under the conditions of this Agreement, the Seller agrees to sell and convey the property located on San Antonio Street, El Paso, Texas (PID No. 93782), as described on **Attachment “A,”** which is made a part hereof for all purposes.

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$320,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through WestStar Title Company (the “**Title Company**”) at the Closing.
- B. The Buyer will submit a check to the Title Company in the amount of \$32,000.00 (“**Deposit**”), within 30 calendar days of the Effective Date. The Title Company will hold

the Deposit in escrow and apply it to the Purchase Price at Closing in accordance to this Agreement.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller's knowledge, the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
3. Except for any reservations, restrictions, covenants, or rights-of-way of record as of the Effective Date, there are no other persons or parties claiming any rights to the Property, in whole or in part;
4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller's obligations under this Agreement.
5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
6. Any work performed on the Property, or any materials provided for work on the Property, will be paid in full before Closing;
7. The Seller has not received any notices of eminent domain regarding the Property (other than from the Buyer);
8. There is no pending litigation pertaining to the Property which would reasonably prevent the Seller from conveying title to the Buyer;
9. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act; and
10. At closing, there will be no unpaid utility bills, unfulfilled maintenance contracts, or liens in connection to the Property or any improvements on the Property.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SALE AND CONVEYANCE OF THE PROPERTY IS, AND SHALL BE, ON AN "AS IS" BASIS, WITH THE SELLER NOT MAKING, AND THE BUYER NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE. THE DEED SHALL REFLECT THE FOREGOING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 5 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist and are in possession and control of the Seller:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will not voluntarily make any material alterations to the Property after the Effective Date.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property; and
2. The person signing this Agreement on behalf of the Buyer represents that he or she has the authority to bind the Buyer and that the Buyer can carry out the Buyer's obligations under this Agreement.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to such commitment for Title Insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 30 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer is different from the one described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 10 days of receiving the commitment for Title Insurance and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:
 - a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this

Agreement in accordance to Section 5(A)(2) if the Buyer refuses to postpone the Closing Date; or

- c. Notify the Buyer that the Seller does not elect to cure any one or more of the Buyer's objections, specifying which ones are to be cured (with or without a delay in the Closing Date) and which ones are not to be cured. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer does not wish to accept the same.
5. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
6. Prior to the Closing Date, Seller may retrieve and salvage any or all fixtures and improvements on, or from inside the building(s) on, the Property.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 14-calendar day notice and a 14-calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
2. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.
3. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty which would cost more than \$500,000 to remedy, then the Buyer may terminate this Agreement by sending a termination notice

to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

4. OTHER CONTRACT. Notwithstanding anything herein to the contrary, any default by a party under that certain Contract of Sale on or about even date between Seller and Buyer relating to 315 W. Overland, El Paso, Texas (the "Other Contract") shall constitute a default by such party under this Agreement, any termination of the Other Contract shall automatically terminate this Agreement, and Closing is contingent upon the simultaneous closing under the Other Contract.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 60 days after the Effective Date ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. SELLER'S OBLIGATIONS. At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property. Such deed to be in the form included in this Agreement as **Attachment "B"**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks, if any, located on the Property;
 3. Appropriate evidence of authorization reasonably satisfactory to Buyer and the Title Company for the consummation of the transaction contemplated by this Agreement;
 4. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Seller, to finalize the closing of this Agreement; and
 5. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.
- C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller:
 1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and

3. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Buyer, to finalize the closing of this Agreement.
 4. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. The apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The Seller shall not be responsible for any rollback taxes on the Property.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer:

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

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Copy: City of El Paso
Attn: Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
Email: realestate@elpasotexas.gov

To the Seller: Lynx Industries, Ltd.
6913 Conestoga
Rowlett, Texas 75089

Copy: Clyde A. Pine, Jr.
Mounce, Green, Myers, Safi, Paxson & Galatzan
P.O. Box 1977
El Paso, Texas 79950.

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following page.)

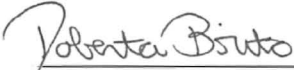
EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

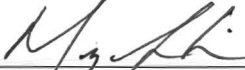
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by Dionne L. Mack, as City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

EXECUTED by Seller the 15 day of October, 2025.

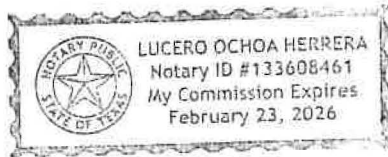
SELLER:

Lynx Industries, Ltd.

Michael Churchman
Manager

THE STATE OF TEXAS §
 Dallas §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 15 day of October, 2025,
by Michael Churchman, as Manager of Lynx Industries, Ltd. 1



Notary Public, State of Texas

ATTACHMENT "A"

DESCRIPTION OF PROPERTY

METES AND BOUNDS DESCRIPTION

210 WEST SAN ANTONIO AVENUE
A PORTION OF BLOCK 25, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.2107 ACRES (9,180.00 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.2107 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF CHIHUAHUA STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20210104178 OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE**, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 35.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON SIDEWALK; **THENCE**, TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 20.00 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND NAIL; **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 112.00 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND NAIL; **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 35.50 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND CHISELED X, BEING THE SOUTHWESTERN CORNER OF THIS LOT AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

- 1) **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 76.50 FEET TO A FENCE POST, BEING THE NORTHWESTERN CORNER OF THIS PARCEL;
- 2) **THENCE**, TRAVELING NORTH 74° 26' 15" EAST ALONG THE SOUTHERN WEST SAN ANTONIO AVENUE RIGHT-OF-WAY (70.00' ROW), FOR A DISTANCE OF 120.00 FEET TO FOUND ½" REBAR, BEING THE NORTHEASTERN CORNER OF THIS PARCEL;
- 3) **THENCE**, TRAVELING SOUTH 15° 33' 45" EAST ALONG THE WEST LINE OF A VACATED ALLEY (20.00' ROW), FOR A DISTANCE OF 76.50 FEET TO A FOUND BRIDGE NAIL WITH CAP, BEING THE SOUTHEASTERN CORNER OF THIS PARCEL;
- 4) **THENCE**, TRAVELING SOUTH 74° 26' 15" WEST, FOR A DISTANCE OF 120.00 FEET TO THE FOUND CHISELED X, BEING THE SOUTHWESTERN CORNER OF THIS DESCRIPTION, BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 0.2107 ACRES OF LAND.

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: Lynx Industries, Ltd.

Grantor's Mailing Address: 5538 Canada Ct.
Rockwall, Texas 75032-8411

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A", attached hereto and made a part hereof for all purposes.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be Added Per Title Commitment].

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds

the GRANTOR and the GRANTOR’S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE’S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

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

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN “AS IS” BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Lynx Industries, Ltd.

Michael Churchman
Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this _____ day of _____, 2025, by Michael Churchman as Manager of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

210 WEST SAN ANTONIO AVENUE
A PORTION OF BLOCK 25, MILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
0.2107 ACRES (9,180.00 SQUARE FEET)

A PORTION OF LAND CONTAINING 0.2107 ACRES, MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CITY MONUMENT LOCATED 15.00 FEET NORTH FROM THE CENTERLINE INTERSECTION OF CHIHUAHUA STREET (70.00' ROW) AND WEST OVERLAND AVENUE (70.00' ROW) AS DEPICTED IN THE MILLS ADDITION PLAT MAP AND GENERAL WARRANTY DEED DOCUMENT #20210104178 OF THE EL PASO COUNTY PUBLIC RECORDS; **THENCE**, TRAVELING NORTH 74° 26' 15" EAST FOR A DISTANCE OF 35.00 FEET AND PARALLEL TO THE WEST OVERLAND AVENUE (70.00' ROW) CENTERLINE TO A SET PK NAIL ON SIDEWALK; **THENCE**, TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 20.00 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND NAIL; **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 112.00 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND NAIL; **THENCE**, CONTINUE TRAVELING NORTH 15° 33' 45" WEST, FOR A DISTANCE OF 35.50 FEET ALONG THE EASTERN CHIHUAHUA STREET RIGHT-OF-WAY (70.00' ROW) TO A FOUND CHISELED X, BEING THE SOUTHWESTERN CORNER OF THIS LOT AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

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Legislation Text

File #: 25-1341, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Community and Human Development, Nickole H. Rodriguez, (915) 212-1673

Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the submission of an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program requesting grant funding in the amount of \$15,000,000.00, with a \$500,000.00 cash match and \$956,700.00 as in-kind match required from the City, and \$13,543,300.00 as match contributions from Program Partners, for the El Paso Helps project.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Community & Human Development

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nickole H. Rodriguez, Community & Human Development **PHONE NUMBER:** 915-212-1673

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program requesting grant funding in the amount of \$15,000,000.00, with a \$500,000.00 cash match and \$956,700.00 as in-kind match required from the City, and \$13,543,300.00 as in-kind match contributions from Program Partners, for the El Paso Helps Project. The total Project budget is \$30,000,000.00 over 5 years.

City in-kind match contribution includes the El Paso Fire Department Mobile Integrated Health staff time and related program costs. Additional City in-kind match contributions include Animal Services vaccinations, microchipping, and outreach to support individuals experiencing homelessness with pets.

BACKGROUND / DISCUSSION:

The El Paso Helps collaborative coordinates outreach, shelter, and behavioral health services across agencies. El Paso Helps is a city-led system that connects people experiencing homelessness to shelter, behavioral health care, and housing through a centralized Welcome Center and coordinated response network.

El Paso Helps is currently funded by American Rescue Plan Act (ARPA) allocations, which are set to expire on December 2026. The Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program is a five-year state funded program that can sustain programming for El Paso Helps starting on August 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:

Program Partners provided statements of participation that will be included in the grant application. Program Partner in-kind match contributions exceed the amount required by the grant, giving the program more flexibility. Contributions include:

El Paso County: Up to \$1,845,200.00 per year for 5 years including the Crisis Intervention Team (CIT), homelessness, mental health, and substance abuse case management, re-entry, substance use, and mental health CJC services, and funding for mental health services for homeless individuals in the El Paso County jail.

Opportunity Center for the Homeless Welcome Center: Up to \$768,225.00 per year for 5 years providing emergency shelter services, access to transitional and permanent housing services, provision of basic necessities, and case management support.

PRIOR COUNCIL ACTION:

5/9/22 City Council Work Session 22-549: City Council allocated \$6,000,000.00 for homelessness response programs.

AMOUNT AND SOURCE OF FUNDING:

\$500,000.00 from the General Fund (\$100,000 per year for 5 years)

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Nickole H. Rodriguez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

WHEREAS, the Community and Human Development Department of the City of El Paso desires to submit an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program; and

WHEREAS, the City of El Paso is requesting grant funding in the amount of \$15,000,000.00, with a \$500,000.00 cash match and \$956,700.00 as in-kind match required from the City, and \$13,543,300.00 as in-kind match contributions from Program Partners, for the El Paso Helps Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

1. The El Paso City Council authorizes the submission of an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program.
2. The City Manager, or designee, after consultation with the City Attorney, is authorized to sign any documents necessary for the proper submission of the Application including any documents necessary to accept a grant resulting from the Application; to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application; conduct any revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Nickole H. Rodriguez

Nickole H. Rodriguez
Director
Community & Human Development

**Executive
Committee**

*Omar Villa
Board Chair*

*Julie Summerford-Pearson
Chair Elect*

*Alejandro Yu
Vice Chair
Resource Development*

*Alejandro Yu
Secretary*

*Tello Cabrera
Treasurer*

*Elizabeth O'Hara
Immediate Past Chair*

*Georgina Hernández
Chief Executive Officer*

10/21/2025

City of El Paso
Department of Community and Human Development
801 Texas Avenue
El Paso, Texas 79901

The United Way of El Paso County (UWEPC), through its Center for Resiliency (CFR), is pleased to partner with the City of El Paso in the Healthy Community Collaborative (HCC) Grant Program.

CFR will advance the HCC goals by providing trauma-informed navigation and case management, counseling services, non-traditional healing sessions, and community education presentations promoting behavioral health, recovery, and housing stability for persons experiencing homelessness with unmet behavioral health needs.

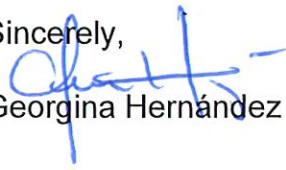
These activities support HCC's performance framework and the following deliverables:

- Outputs: Participant Retention, Program Completion, Community Education Events, Encounter-Based Services, and High Utilizer Count.
- Outcomes: Improved Daily Living, Resiliency, Quality of Life, Resiliency, and Social Supports

UWEPC commits to an in-kind match valued at \$300,000 in coordination with a total funding request of \$665,000, ensuring high-quality, culturally responsive service delivery.

Through this collaboration, UWEPC and the City of El Paso reaffirm a shared commitment to building a coordinated system of care that strengthens healing, housing stability, and community resilience across our region.

Sincerely,


Georgina Hernández

P: (915) 533-2434
F: (915) 532-2104

P.O. Box 1707
El Paso, TX 79949-1707

unitedwayelpaso.org
@unitedwayelpaso



October 21, 2025

Adela Alonso
Department of Community and Human Development
City of El Paso
City 3
El Paso, Texas 79901

Subject: Funding Request and Associated Match
Healthy Community Collaborative
Opportunity Center for the Homeless
El Paso, El Paso County, Texas

Dear Ms. Alonso:

This letter is to confirm our discussion of the same date as it relates to our funding request under the above-mentioned opportunity.

Services to be provided are generally summarized as follows.

- Provision of emergency shelter, with a focus on the Welcome Center, under the El Paso Helps Initiative.
- Access to transitional and permanent housing for the homeless
- Provision of basic necessities and case management support.

We will include Texas Tech University Health Sciences Center El Paso as a subrecipient to provide mental health counseling and treatment to the homeless.

The costs to be provided with the above-mentioned services are summarized below.

Agency/Partner	Total Cost / Annual	Annual Match
Welcome Center/OC	\$768,225.00	\$768,225.00
TTUHSC El Paso / OC Subrecipient	\$383,500.00	TBD

The match for TTUHSC is yet to be determined.

If you require further information, please contact us.

Respectfully,

John W. Martin
Deputy Director



EL PASO COUNTY, TEXAS

Deputy County Administrator

October 21, 2025

To: Whom It May Concern

From: Joel Bishop, Deputy County Administrator

Subject: Tentative Grant Match Commitments for Healthy Community Collaborative Grant

To Whom it May Concern,

El Paso County is committed to supporting the City's leadership in pursuing the Healthy Community Collaborative grant opportunity focused on homelessness, mental health, and substance use intervention. As part of this partnership, the County is providing the following information regarding potential matching contributions.

Please note that these figures are tentative estimates provided for planning purposes only. I am not certifying or guaranteeing the accuracy of these amounts at this stage. All figures remain subject to verification, adjustment, and confirmation of eligibility under the final grant requirements, particularly regarding allowable match sources. They also remain subject to the approval of the El Paso County Commissioners Court.

Due to the last-minute notice and stringent timelines associated with this submission, I have not yet been able to verify these numbers fully.

The County's potential contributions include:

Funding Source / Program	Description	Estimated Amount
Crisis Intervention Team (CIT) Budget	County allocation supporting crisis response for individuals with behavioral health needs	\$1,400,000.00

Re-Entry Staff	Two positions focusing on homeless caseloads, including mental health and substance abuse	\$87,200.00
Opioid Settlement Funding	Supports a high-level position overseeing re-entry, substance use, mental health, and homeless CJC services. These are not state abatement funds, and they were approved for County general funds.	\$158,000.00
Emergence Health Network (EHN) Jail Mental Health Budget	Funding specifically for mental health services for homeless individuals in our County jail.	\$200,000.00

Total (Tentative): \$1,845,200.00

It is important to emphasize that we do not yet know whether all of these funding sources will qualify as match under the grant's rules. In particular, the figures related to EHN are rough estimates and remain subject to confirmation and possible revision.

We look forward to continuing to work collaboratively with the City to strengthen our community's response to homelessness and behavioral health needs.

Please don't hesitate to contact me if additional documentation or clarification is needed.

Sincerely,



Joel Bishop
Deputy County Administrator
El Paso County, Texas
j.bishop@epcountytexas.gov

Adela Alonso
Community Development Program Manager
Community and Human Development
City of El Paso

RE: RFA No. HHS0016125 (HCC): Healthy Community Collaborative Grant Program

Dear Adela Alonso,

As a partner under the Healthy Community Collaborative, Aliviane, Inc. commits to providing services to address homelessness, such as BHS, coordinated intake services, and substance use treatment through HCC's community partnerships and infrastructure. The service population will consist of residents who physically reside in Texas and who have a clinical diagnosis of a mental illness and/or Substance Use Disorder (SUD). Aliviane will be responsible for provisions of mental/behavioral health services and substance use treatment throughout the 5-year project period between September 1, 2026, and August 31, 2031. Aliviane requests \$500,000 per year to provide services, and the organization will offer \$50,00 in match and in-kind contributions per year. The following behavioral health and substance use treatment services will be provided by Aliviane using Evidence-Based Practices (EBP):

- screening
- assessment
- treatment planning
- individual and family behavioral health therapy
- peer recovery support services

For 55 years, Aliviane, Inc. has been a prominent leader in substance use and mental health co-occurring disorder services and a respected client advocate in El Paso and across Texas. The organization is a community-based nonprofit providing substance use treatment services since 1970. It has developed a broad range of promotion, prevention, intervention, treatment, and recovery programs in the areas of substance use, behavioral health, and homelessness. As an organization, Aliviane started in the community for the community and, for nearly 55 years, has served forgotten or ignored populations throughout El Paso and West Texas. We look forward to collaborating with the City of El Paso and other partners.

Sincerely,



Ivonne Tapia, LPC-S, LCDC, ACPS
Chief Executive Officer
itapia@aliviane.org
P: 915-782-4000 ext. 1403 / F: 915-782-4040
1626 Medical Center Dr., 4th Floor
El Paso, Texas 79902



October 21st, 2025
City of El Paso
300 N. Campbell
El Paso, Texas 79901

915-242-0674
info.phixnetwork.org
100 S Alto Mesa
El Paso, TX 79912

Ms. Adela Alonso,

I am writing this letter in enthusiastic support of the City of El Paso's submission to the Healthy Community Collaborative Grant Program Request for Application released by Texas Health and Human Services.

As part of this collaboration, PHIX's role would be to address gaps in data sharing, analysis, and evaluation across hospitals, emergency departments, jails, and agencies providing housing services. Specifically, PHIX's role would include:

- Collect and analyze data from across collaborators. PHIX is well-positioned for this work given our role as the regional Health Information Exchange because we can leverage our existing real-time data connections with public and private hospitals and emergency departments, federally qualified health centers, and mental health providers, including the Local Mental Health Authority. Additionally, we are committed to integrating jail and housing data into our data systems for analysis. For example, we are currently in the process of integrating data from the Opportunity Center.
- Develop and track outcome measures across sectors to support this project. For example, PHIX can identify cohorts of individuals served by different programs and leverage our data and expertise with health care data to evaluate the impact of these programs on key health outcomes (eg, depression screening results) over time.
- Evaluate the program by leveraging our expertise in data collection, analysis, and statistics.

To support this work, PHIX is proposing a budget of \$250,000 per year. PHIX is also positioned to support \$700,000 annually in matching from in-kind contributions, including staff time, technology, software, and hospital/provider financial contributions to PHIX. This match is pending final review by PHIX's accountant and approval by PHIX's Board of Directors.

The partnership between the County of El Paso and PHIX has been instrumental in achieving our shared goal of improving the overall health of our community. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emily Hartmann'.

Emily Hartmann
Executive Director

Board of Directors

Alejandro Acosta
President

Edythe Payán
Vice President

Xavier Bañales
Treasurer

Margie Resendez
Secretary

Enriqueta "Queta" Fierro
President Emeritus

**Ret. Chief Justice
Yvonne T. Rodriguez**
President Emeritus

Dr. Ogechika Alozie, MD

Viviane Arnold

Armando Armendariz

Anthony "Tony" Benitez

Alicia De Jong-Davis

Ernesto Ochoa

Corporate Management Team

Andrea Ramirez
Chief Executive Officer

Celia Garcia
Chief Operating Officer

Dalia De Los Santos
Chief People Officer

Kristina Peña
Chief Communications Officer

Mailing Address

3210 Dyer
El Paso, TX 79930
Tel. 915-532-3790
Fax 915-532-7463



October 21, 2025

Department of Community and Human Development
City of El Paso
801 Texas Ave
El Paso, TX 79901

Dear Department of Community and Human Development:

We are writing to formally confirm Amistad's commitment to the Healthy Community Collaborative. We fully understand the expectations and responsibilities under this collaboration. We look forward to working alongside all partnering agencies involved in the joint dedication to achieving shared objectives.

Amistad is committed to the following activities:

- Street Outreach Services
- Permanent Housing Placement
- Intensive Case Management Services
- Transportation for the Unhomed to:
 - Shelter
 - Permanent Housing
 - Medical/Mental Health Services
 - Detox/Rehabilitation Services
 - Food Pantries
 - Support/Service Animal Care

Amistad is requesting an annual budget of \$491,901 and will provide an in-kind match in the amount of \$212,759 per fiscal year.

For further information, please feel free to contact us at the undersigned.

Andrea Ramirez, LPC, LCDC, SHRM-CP
Chief Executive Officer | [Amistad](#)
3210 Dyer St. El Paso, TX 79930
O: 915.298.7304 | C: 915.875.2887 | F: 915.532.7463



www.projectamistad.org